



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 27, 2019
AGENDA ITEM #11

Approve an Interlocal Agreement with
Travis County for the Bliss Spillar Trailhead

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Contact: Justin Word, P.E., Director of Engineering

Associated Costs: No costs for the Interlocal Agreement with Travis County. Design/Construction Costs for the Trailhead are included as a part of the total project costs; Ongoing Maintenance Costs for the Trailhead are included in system-wide Performance Based Maintenance contract

Funding Source: Design/Construction project funds come from various sources: TxDOT Loan, TxDOT Grant, Hays County Grant, Travis County Grant; Ongoing Maintenance funds come from Annual Performance Based Maintenance Contract funding

Action Requested: Consider and act on draft resolution

Summary:

Project Description - SH 45SW is an innovative four-lane toll road being built on state right of way between MoPac and FM 1626, a length of approximately 3.6 miles. The project will bring relief to the rapidly growing area of northern Hays and southern Travis counties. Access to SH 45SW will be available from FM 1626, Bliss Spillar Road, State Loop 1 (MoPac), and SH 45 west of MoPac.

The toll road project includes a ten-foot-wide shared use path that will be compliant with the requirements of the Americans with Disabilities Act. The path will be separated from the roadway for the entire length of the project, except over the Bear Creek Bridge.

One of the shared use path's trailheads is located on a segment of a Travis County roadway, Bliss Spillar Road. As a result of the construction of the SH 45SW Project,

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

RESOLUTION NO. 19-0XX

**APPROVING AN INTERLOCAL AGREEMENT WITH TRAVIS COUNTY FOR THE
BLISS SPILLAR TRAILHEAD**

WHEREAS, by Minute Order 83158 enacted on May 22, 1985, the Texas Transportation Commission recognized a need for an expansion of the state highway system to deal with expected traffic growth in Travis County, and designated a state highway now known as State Highway 45 (“SH 45”) to be developed in segments according to need and available funding; and

WHEREAS, in July 1985, the Travis County Commissioners Court accepted Minute Order 83158 by resolution; and

WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”) included a portion of SH 45 known as SH 45 Southwest (“SH 45 SW”) in the CAMPO Regional Transportation Plans adopted in 1994, 2000, 2005, and 2010; and

WHEREAS, Hays County and Travis County previously acquired the right-of-way needed to build and operate SH 45 SW, and that right-of-way was conveyed to, or was acquired in the name of, the State of Texas; and

WHEREAS, pursuant to a state-approved environmental impact statement, the Central Texas Regional Mobility Authority (“Mobility Authority”) has designed and is constructing a new four lane highway consisting of four tolled main lanes, with a shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626, completely within the project corridor right-of-way (the “SH 45 SW Project”), as supported by the October 22, 2013, resolution of the Travis County Commissioners Court; and

WHEREAS, at the request of Travis County the Mobility Authority has agreed to design, construct, and maintain a trailhead located on a segment of Bliss Spillar Road to be abandoned for roadway purposes as a result of the construction of the SH 45 SW Project, and which is outside of the SH 45 SW Project right-of-way but within Travis County right-of-way (“the “Bliss Spillar Trailhead”); and

WHEREAS, the Executive Director and Travis County have negotiated an Interlocal Agreement granting the Mobility Authority a right-of entry on Travis County property as necessary to construct and maintain the Bliss Spillar Trailhead as part of the SH 45 SW Project; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the interlocal agreement with Travis County for the design, construction, and maintenance of the Bliss Spillar Trailhead in the form or substantially the same form as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement with Travis County for the Bliss Spillar Trailhead is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to execute the interlocal agreement on behalf of the Central Texas Regional Mobility Authority, in the form or substantially the same form as is attached hereto at Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of March 2019.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

INTERLOCAL AGREEMENT
Bliss Spillar Shared Use Path Trailhead

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between TRAVIS COUNTY (“Travis County”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Authority”), collectively referred to as the “Parties, and individually as a “Party,” acting by and through their respective governing bodies, under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH:

WHEREAS, by Minute Order 83158 enacted on May 22, 1985, the Texas Transportation Commission recognized a need for an expansion of the state highway system to deal with expected traffic growth in Travis County, and designated a state highway now known as State Highway 45 (“SH 45”) to be developed in segments according to need and available funding; and

WHEREAS, in July 1985, the Travis County Commissioners Court accepted Minute Order 83158 by resolution; and

WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”) included a portion of SH 45 known as SH 45 Southwest (“SH 45 SW”) in the CAMPO Regional Transportation Plans adopted in 1994, 2000, 2005, and 2010; and

WHEREAS, Hays County and Travis County previously acquired the right-of-way needed to build and operate SH 45 SW, and that right-of-way was conveyed to, or was acquired in the name of, the State of Texas; and

WHEREAS, pursuant to a state-approved environmental impact statement, the Authority has designed and is constructing a new four lane highway consisting of four tolled main lanes, with a shared-use path on one side, extending approximately 3.6 miles from MoPac to FM 1626, completely within the project corridor right-of-way (the “SH 45 SW Project”), as supported by the October 22, 2013, resolution of the Travis County Commissioners Court; and

WHEREAS, at the request of Travis County the Authority has agreed to design, construct, and maintain a trailhead located on a segment of Bliss Spillar Road to be abandoned for roadway purposes as a result of the construction of the SH 45 SW Project, and which is outside of the SH 45 SW Project right-of-way but within Travis County right-of-way; and

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Parties agree as follows:

I. Authority Responsibilities

1. The Authority agrees to remove existing roadway pavement and restore vegetation within the Travis County right-of-way on the segments of Bliss Spillar Road to be abandoned on the east side of the SH 45 SW main lanes.
2. The Authority agrees to design, construct and maintain a trailhead on Travis County right-of-way on a segment of Bliss Spillar Road to be abandoned on the west side of the SH 45

SW main lanes (the “Trailhead”). The Trailhead will consist of nineteen parking spaces, a cul-de-sac, trash facilities and lighting, a driveway connecting to Bliss Spillar Road and will provide a connection to the SH 45 SW Project shared-use path as generally depicted on Attachment “A” and Attachment “B”. Prior to Final Acceptance of the Trailhead, areas impacted by the trailhead improvements within the Travis County right-of-way will be restored to as close to their original condition as is reasonably practicable.

3. The Authority agrees to provide one set of the construction plans and one set of the “as-built” plans for the Trailhead to Travis County.
4. The Authority agrees to maintain the Trailhead and right-of-way associated with the Trailhead from the Travis County line to the TxDOT right-of-way, as shown in Attachment “B”. Maintenance shall include, but is not limited to, resurfacing the driveway and parking lot; resurfacing and maintenance of sidewalks and ramps; application of pavement markings; cleaning and maintenance of drainage structures; removal of trash, pet waste, and other debris; servicing of pet waste station; cleaning and restoration resulting from graffiti and other vandalism; replacing illumination devices; mowing vegetation; and trimming of trees and shrubs.

II. Travis County Responsibilities

1. While the Authority agrees to design, construct and maintain the Trailhead, the facility will remain in the ownership of Travis County.
2. The Authority shall have, and Travis County hereby grants to the Authority, a license and right-of-entry on, over, and under such portions of the property owned by and under Travis County's control and as necessary to enable the Authority to cause the Trailhead to be constructed and maintained. Such license and right of entry shall remain in effect unless and until responsibility of the Trailhead reverts to or is otherwise assumed by Travis County with the consent of the Authority. In the event a third party requests evidence of authorization for the Authority to use Travis County owned right-of-way pursuant to this Agreement, Travis County agrees to execute a license, right-of-entry, easement, or other document in a form reasonably acceptable to Travis County and the Authority and which evidences the rights granted herein.

III. Miscellaneous

1. Termination: Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party’s intent to terminate, fails to cure the default no later than thirty (30) days after receipt of that notice.
2. Amendment: No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

3. Effective Date: This Agreement will become effective when signed by Travis County and the Authority. The date of this Agreement will be the date this Agreement is signed by the last Party to execute, as indicated by the date associated with that Party's signature.
4. Severability: Any clauses, sentences, provisions, paragraphs, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
5. Liability: To the extent allowed by Texas law, the Authority and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. Neither Travis County nor Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either Travis County or Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to County or the Authority.
6. Insurance:
 - (a) The Parties acknowledge that the Authority has required its contractor, engineer and other consultants to provide insurance in accordance with the standard requirements of the Authority for such projects during the term of the design and construction of the Trailhead. Upon request, the Authority will make copies available for inspection by Travis County officials.
 - (b) The Authority will require its maintenance contractor for the Trailhead to maintain general liability, automobile, and workers' compensation insurance coverage, in accordance with the standard amounts required by the Authority, with Travis County and the Authority named as additional insureds with respect to such general liability and automobile liability coverage.
7. Compliance with Laws: The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement.
8. Notice: All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) electronic mail

transmission for which confirmation of receipt by the other Party has been obtained by the sending Party:

AUTHORITY: Justin Word, Director of Engineering
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: jword@ctrma.org

WITH COPY TO: Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: gpetrov@ctrma.org

COUNTY: Cynthia C. McDonald (or successor)
County Executive, TNR
P.O. 1748
Austin, TX 78767
Email address: cynthia.mcdonald@traviscountytx.gov

AND Cyd Grimes, C.P.M., CPPO (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767
Email address: cyd.grimes@traviscountytx.gov

WITH A COPY TO: David Escamilla (or successor)
County Attorney
P.O. 1748
Austin, Texas 78767
Email address: david.escamilla@traviscountytx.gov

EXECUTED by the Parties,

TRAVIS COUNTY:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY:

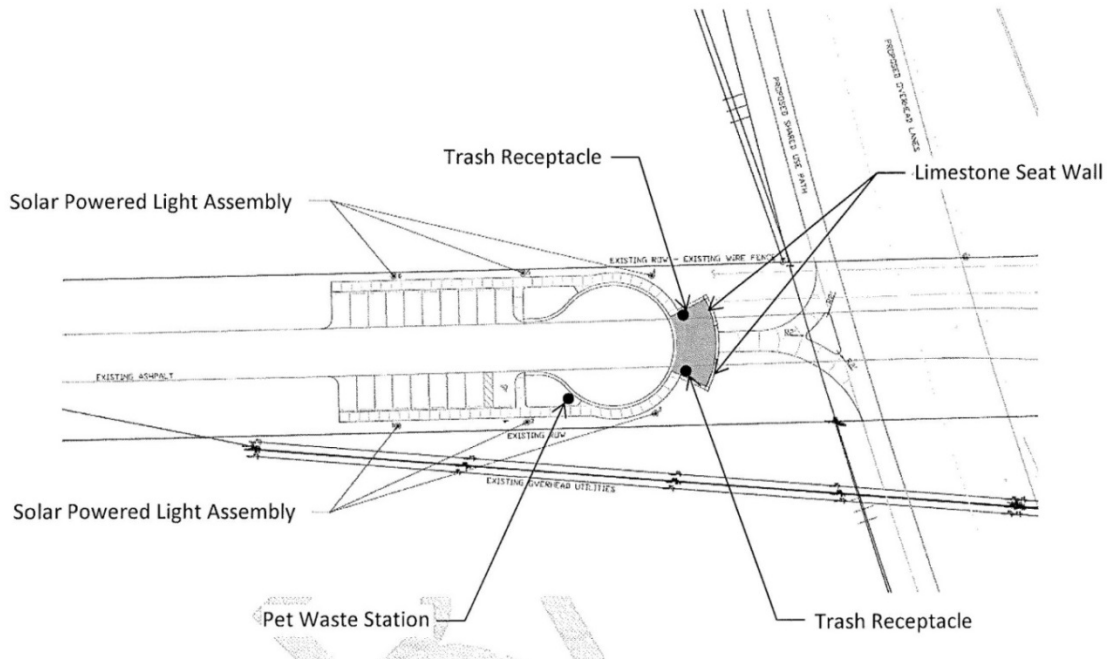
Sarah Eckhardt
Travis County Judge

Mike Heiligenstein
Executive Director

Date: _____, 2019

Date: _____, 2019

ATTACHMENT A
BLISS SPILLAR SHARED USE PATH TRAILHEAD IMPROVEMENTS



ATTACHMENT B

BLISS SPILLAR SHARED USE PATH TRAILHEAD LOCATION MAP

