

**INTERLOCAL AGREEMENT REGARDING ROAD IMPROVEMENTS AND RELATED
MATTERS
(Post Oak Ridge State Park)**

THIS AGREEMENT is entered into as of the _____ day of _____, 2025 (the “Effective Date”) between **TEXAS PARKS AND WILDLIFE DEPARTMENT** (“TPWD”), 4200 Smith School Rd., Austin, TX 78744 and **BURNET COUNTY**, (“County”), 220 S. Pierce Street, Burnet, TX 78611, together known as the “Parties”, pursuant to Chapter 791, *Texas Government Code* and *Texas Parks and Wildlife Code*, Title 2, Chapter 11, Section 11.0171. TPWD and the County are individually referred to herein as a “Party” and collectively referred to herein as the “Parties”.

Recitals

WHEREAS, TPWD has acquired property in Burnet County and Lampasas County for a new state park likely to be known as Post Oak Ridge State Park “PORSP”); and

WHEREAS, the County maintains certain roadways outside PORSP that will be used by the public to access PORSP; and

WHEREAS, the County desires TPWD to take control of CR 105 as a “Park Road”; and

WHEREAS, in order to provide the public and others proper access to PORSP roadway improvements are necessary; and

WHEREAS, the parties agree that transfer of ownership of certain roadways to TPWD is in the best interest of the parties; and

WHEREAS, TPWD and the County desire to enter into this Agreement in order to provide for the acquisition of necessary right of way, design, and construction of the roadway improvements required for the PORSP to properly function as a state park; and

WHEREAS, TPWD has entered into a contract with a private consultant to perform survey services, preliminary roadway design services, right-of-way consulting services and other services needed to effectuate the needed roadway improvements;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

NOW, THEREFORE, the Parties agree as follows:

1. Right-of-Way (ROW) Acquisition County Road 105 (CR 105).

The limits of CR 105 that are affected by this agreement extend from the intersection of CR 104 westward to the current eastern property boundary of Post Oak Ridge State Park, a distance of approximately four

(4) miles, as shown on the map included in Attachment “A” of this agreement.

Improvements to CR 105 will include design and construction to widen the roadway to provide two (2) paved travel lanes for traffic. Improvement work may include any necessary utility line adjustments and/or relocations, lateral and/or cross-drainage improvements, reconstruction of existing pavement structures and construction of widened pavement structures, paved driving surfaces, driveway and sideroad connections, a turn-around area outside the park entry gate, necessary safety appurtenances, and signage as may be required.

In order to make the necessary improvements to widen and improve CR 105, TPWD will accept the transfer of ownership of ROW for CR 105 after the necessary ROW is obtained by the County and TPWD will provide for the construction of improvements to the road thereafter.

The County will negotiate with landowners owning property adjacent to CR 105 for the acquisition of all ROW parcels necessary to construct the widening and improvements of CR 105. TPWD will utilize its engineering and surveying consultants to identify the specific ROW parcels to be acquired by the County and will provide that information to the County for use in the acquisition efforts. TPWD will also provide ROW acquisition assistance to the County through the services of TPWD’s ROW acquisition consultant.

It is TPWD’s strong preference that the County not use its condemnation authority for the ROW acquisition, but instead negotiate with willing property owners. TPWD will reimburse the County for TPWD pre-approved costs incurred in acquiring the additional ROW, as described in the Schedule of Estimated Costs included in Attachment “B” of this agreement.

Upon completion of the acquisition of the necessary ROW parcels, the County will transfer the ROW ownership to TPWD. Responsibility for maintenance of CR 105 will transfer from the County to TPWD upon ROW transfer of all required parcels necessary to perform the widening and improvement of CR 105.

2. Roadway Improvements to County Road 104 (CR 104).

The limits of CR 104 that are affected by this agreement extend from the north side of the intersection of CR 104 and CR 105 southward to the north side of the intersection of CR 104 and Texas Farm-to-Market Road 1478, a distance of approximately two (2) miles, as shown on the map included in Attachment “A” of this agreement.

Improvements to be made to CR 104 will include the design and construction to improve the existing roadway to continue providing two (2) paved travel lanes for traffic and providing for an overall minimum paved driving surface width of twenty (20) feet throughout the length of the affected limits of CR 104 as stated above. Improvement work may include lateral and cross-drainage improvements, pavement repairs and/or pavements widenings, road surface hot-mix overlays, safety improvements and signage improvements.

TPWD will not participate and/or assist in the acquisition of any ROW for CR 104 or for adjustments of utilities on CR 104.

In order to make the necessary improvements to CR 104 (CR 104 Improvements), the County will work in conjunction with TPWD in defining the approved items of work to be performed and the detailed specifications to be utilized for the needed improvements to CR 104. The County may make the specified

improvements to CR 104 either through use of its own road construction forces or via a contracted construction contractor and TPWD will reimburse the County for TPWD pre-approved costs for making the roadway improvements, as described in the Schedule of Estimated Costs included in Attachment “B” of this agreement.

The timing for the completion of construction of the improvements to CR 104 by the County shall be coordinated with TPWD’s construction schedule of improvements on CR 105 so that completion of both projects coincide as concurrently as practicable.

3. Emergency Road Repair Assistance for County Road 105.

The County agrees to assist TPWD in making temporary road repairs to reopen the road to traffic for portions of CR 105 that are damaged by catastrophic events such as flash floods or other events.

4. Management Duties of the County. The County hereby covenants and agrees to provide to the TPWD:

- (a) written notice of the schedule for completing the CR 104 Improvements;
- (b) written copy of all contracts affecting the CR 104 Improvements;
- (c) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the CR 104 Improvements, including copies of invoices, statements, vouchers, or any other evidence of payment of debt;
- (d) upon completion of CR 104 Improvements, the County will furnish TPWD a copy of the combined plans and specifications for TPWD records, and a written certification by an authorized county official stating that all improvement work was performed in accordance with the specifications established and that all County consultants and/or contractors have been paid in full for all work performed to improve CR 104.
- (e) To be eligible for reimbursement of pre-approved costs for ROW acquisition and road improvements, the County must follow applicable state and local purchasing and contracting requirements.

5. Management Duties of TPWD. TPWD hereby covenants and agrees to:

- (a) with the assistance of a consultant, conduct needed survey, roadway design work, ROW parcel documentation, and other related work and share the same with the County;
- (b) participate in identification and approval of improvement work to be completed on CR 104
- (c) participate in reviews of designs and/or construction of improvements for CR 104
- (d) inform the County immediately of any problems observed during roadway improvements.
- (e) may perform periodic reviews of payment records and contracting documents for compliance with the purchasing and contracting requirements in Section 4 above.

6. Term and Termination. This Agreement shall be effective upon execution by both Parties and shall remain in effect for a period of ten (10) years, unless otherwise terminated according to its terms. Either party can elect to terminate this Agreement by providing the other Party at least sixty (60) days' written notice.

7. Liability. To the extent allowed by Texas law, the County and TPWD agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

8. Financial. The County will submit written invoices to TPWD on a monthly basis. TPWD-approved County costs will be reimbursed to the County per the State of Texas Prompt Payment Act. All payments under this section are subject to TPWD having available appropriated funds available. The County acknowledges and agrees this Agreement is subject to cancellation by TPWD, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to TPWD for the specified services under this Agreement.

9. TPWD Inspection and Testing. TPWD and/or its contractor shall be responsible for the final inspection of the improvements to CR 104 and any testing of the improvements in addition to any performed by the County. TPWD's inspectors shall coordinate with the County Project Manager, the County's inspectors, and the construction contractor (if applicable), as reasonable and necessary, in making inspection(s). Any deficiencies in the improvements identified by TPWD shall be immediately reported in writing to the County's Project Manager. The County will promptly take appropriate remedial action to correct any deficiencies identified by the TPWD.

10. Miscellaneous.

(a) Force Majeure. In the event that the performance by the County or TPWD of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an Act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party of privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

TPWD: Texas Parks & Wildlife Department
Attn: Darrell Owens, Infrastructure Division
4200 Smith School Road, Austin, Texas 78744;

COUNTY: Burnet County Road & Bridge Precinct 1
Attn: Jim Luther, Commissioner Precinct 1
220 S. Pierce Street, Burnet, TX 78611.

(c) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the

matters addressed in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto.

- (d) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by TPWD and the County.
- (e) Other Instruments. The parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) Invalid Provision. Any clause, sentence, provision, paragraph, 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.
- (g) Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
- (h) Right to Audit. This Agreement is subject to audit by the State Auditor's Office, pursuant to Section 2262.003, Government Code. The acceptance of funds by the County under this Agreement shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The County acknowledges and understands that the acceptance of funds under this Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas.
- (i) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
- (j) Texas Public Information Act. The Parties are responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If County receives any requests for information created pursuant to or that pertains to this contract, County will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.
- (k.) Venue and Governing Law: This Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

BURNET COUNTY

By: _____

Name: _____

Title: _____

Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____

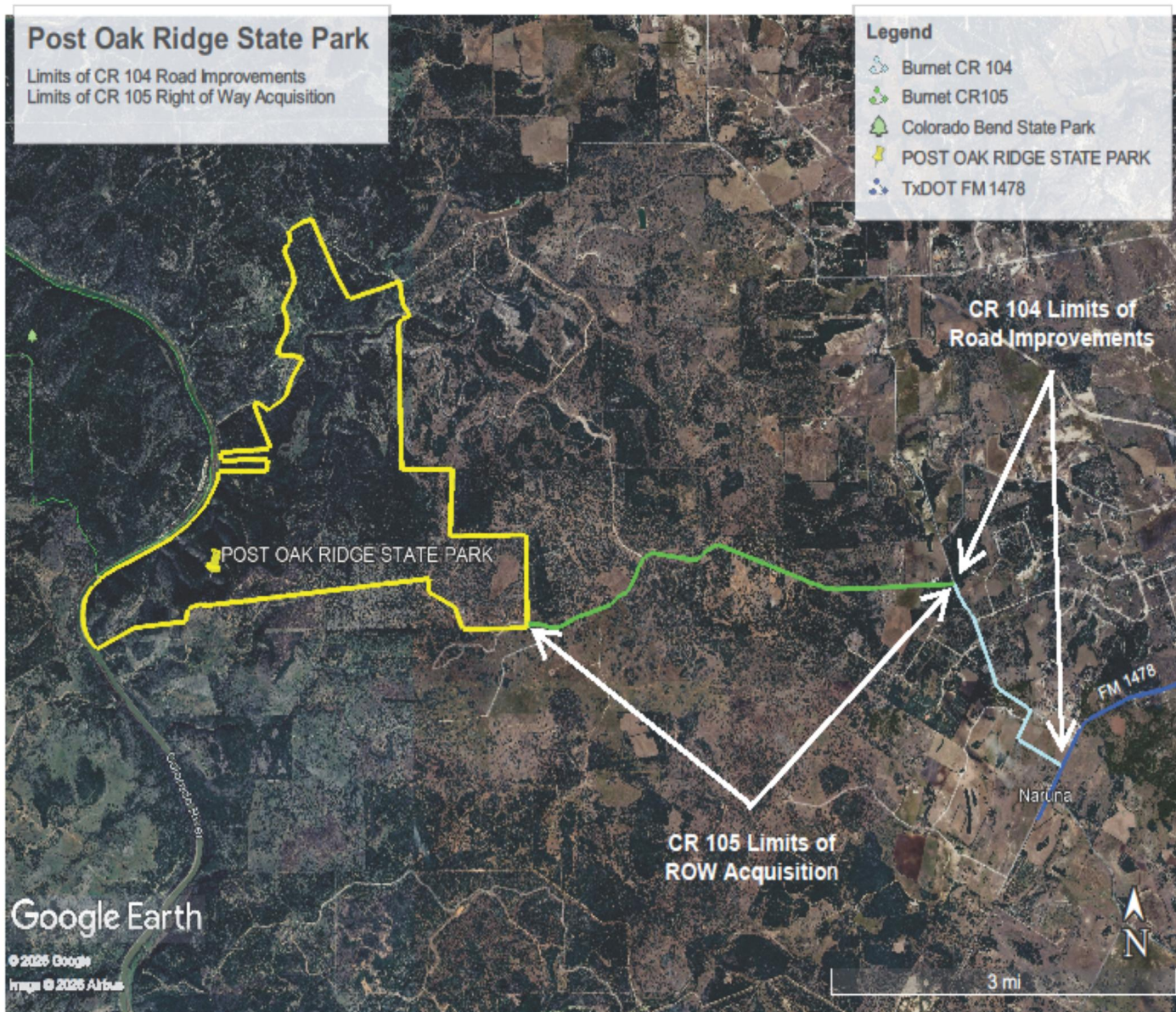
Name: _____

Title: _____

Date: _____

**INTERLOCAL AGREEMENT REGARDING ROAD IMPROVEMENTS AND
RELATED MATTERS
(Post Oak Ridge State Park)**

**ATTACHMENT A
(SITE MAP)**



**INTERLOCAL AGREEMENT REGARDING ROAD IMPROVEMENTS AND
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(Post Oak Ridge State Park)**

**ATTACHMENT B
(Schedule of Estimated Costs)**

A. CR 105 Right of Way Acquisition (Estimated Reimbursement Costs)**

Item	Est. Cost
1. <u>Land purchase costs</u> : Estimated at 24.50 acres x Estimate \$18,000/acre	\$441,000. ⁰⁰
2. <u>Closing costs</u> (title insurance, recording fees, etc.):	\$4,000. ⁰⁰

Estimated Total Reimbursement for CR 105 Right of Way Acquisition	<u>\$445,000.⁰⁰</u>
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B. CR 104 Roadway Improvement (Estimated Reimbursement Costs)**

Item	Est. Cost
1. <u>Design/Construction Plan Preparation Cost</u> :	\$172,498. ⁰⁰
2. <u>Construction Cost</u> :	\$1,785,672. ⁰⁰
3. <u>Construction Administration & Quality Control Cost</u> :	\$114,999. ⁰⁰

Estimated Total Reimbursement for CR 104 Road Improvements	<u>\$2,073,169.⁰⁰</u>
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Estimated Total Reimbursement Cost of Sections A & B Combined**	<u>\$2,518,169.⁰⁰</u>
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***** Regarding both sections A and B above, TPWD will not reimburse the County for labor or equipment charges of County employees or County owned and/or leased equipment utilized in the acquisition of Right of Way for CR 105 or for Roadway Improvements to CR 104.***