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**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND THE CITY OF COTTONWOOD SHORES**

AN OUTLINE OF BURNET COUNTY'S FINANCIAL OBLIGATION TO COVER EXPENSES RELATED TO THE RELOCATION OF WATER AND WASTE WATER UTILITY PIPELINES OWNED AND OPERATED BY THE CITY OF COTTONWOOD SHORES DUE TO THE CONSTRUCTION OF A BRIDGE BY THE TEXAS DEPARTMENT OF TRANSPORTATION ACROSS LAKE MARBLE FALLS KNOWN AS THE WIRTZ DAM BRIDGE PROJECT.

RECITALS

WHEREAS, Burnet County, the Texas Department of Transportation, and the City of Cottonwood Shores are all governments entities or State agencies allowed to enter into memorandums of understanding amongst themselves to aid in the performance of "governmental functions and services."

WHEREAS, Burnet County is a local governmental entity located within the State of Texas responsible for the well-being of its citizens. As a part of carrying out its legally assigned functions, Burnet County has obligated itself to pay for expenses related to purchasing right of way access and relocating utility lines for the Wirtz Dam Bridge Project. This project consists of constructing a bridge across Lake Marble Falls to connect the City of Cottonwood to Wirtz Dam Road, a county roadway located across the lake and in the vicinity of the City of Granite Shoals. Once completed, the bridge will aid citizens and the public at large travel across Burnet County.

WHEREAS, the Texas Department of Transportation is a State agency which operates within the boundaries of Burnet County with the overall mission of servicing all citizens of the State of Texas, including those living in Burnet County. Said State agency has planned the Wirtz Dam Project which calls for the construction of a bridge across Lake Marble Falls behind Wirtz Dam. As a part of this project, Burnet County is obligated to purchase right of way and cover expenses related to relocating utility lines.

WHEREAS, the City of Cottonwood Shores is a local governmental entity located within Burnet County. The city is responsible for the well-being of its citizens. As a part of carrying out its legally assigned functions, the city owns and operates water and waste water pipelines. Due to the Wirtz Dam Bridge Project, certain water and waste water pipelines have been identified as needing to be relocated so that the Wirtz Dam Project may occur.

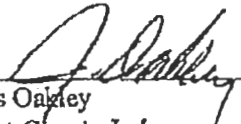
WHEREAS, the parties recognize that cooperation is required to ensure the Wirtz Dam Bridge Project is successful. Burnet County agrees to cover the expenses related to the relocation of the identified water and waste water utility pipelines owned and operated by the City of Cottonwood Shores. The parties wish to work together in good faith so that the Wirtz Dam Project can be successfully completed by the Texas Department of Transportation.

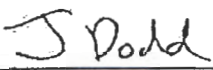
The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

1. Burnet County and the City of Cottonwood Shores recognize that the Texas Department of Transportation is in the process of building a bridge across Lake Marble Falls known as the Wirtz Dam Project.
2. In cooperation with the Texas Department of Transportation, Burnet County agrees it is obligated to pay for relocation of pipe, casing under the roadway and new easements, associated water and wastewater taps, of utility pipelines, owned by the City of Cottonwood Shores so that the Wirtz Dam Project can be completed. The water and waste water lines have been identified; from Ridgeview Drive southward to Fm 2147. ~~2147~~
3. The City of Cottonwood Shores has already begun taking action to relocate the identified water and waste water lines. The City Council for the City of Cottonwood Shores shall immediately bid out and select an engineer and it shall do the same to select a contractor to relocate the identified utility pipelines. City of Cottonwood Shores must follow all Federal and State purchasing and bidding laws. All documentation related to this action shall be presented to the Burnet County Auditor.
4. The City of Cottonwood Shores will contract with the selected engineer and contractor; however, Burnet County shall be named as the payee in these agreements. Burnet County agrees to be billed directly by the engineer and contractor selected by the City of Cottonwood Shores. Burnet County agrees to pay as required by the Prompt Payment Act of Texas (Texas Gov't Code §2251). All billing shall initially be received by the Burnet County Auditor who shall review and present to the Burnet County Commissioners Court. In total, Burnet County expects to pay no more than \$550,000 to complete the engineering services and relocation expenses.
5. The City of Cottonwood Shores may elect to make upgrades to the relocated pipelines. Any and all costs associated with an upgrade shall be the financial responsibility of the City of Cottonwood Shores. Billing associated to upgrades shall be sent directly to the City of Cottonwood Shores.
6. Any and all records, documents, and contracts related to the relocation of the identified utility lines shall be shared by the City of Cottonwood Shores with Burnet County in a timely manner.

ADOPTED by this 23rd day of July, 2024.


James Oakley
Burnet County Judge


Jared Dodd
Mayor, City of Cottonwood Shores

