

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND
BRUSHY CREEK MUNICIPAL UTILITY DISTRICT REGARDING HAIRY MAN
ROAD IMPROVEMENTS AND THE HAIRY MAN ROAD AND GREAT OAKS AT
BRUSHY CREEK PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2019, by and between WILLIAMSON COUNTY (the "County") and the BRUSHY CREEK MUNICIPAL UTILITY DISTRICT (the "District"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County is in the process of designing and constructing a widening and rehabilitation of Hairy Man Road/Brushy Creek Road from Brushy Bend (Walsh Drive) to Sam Bass Road and improvements at the intersection of Hairy Man Road and Great Oaks Drive, including the construction of a new bridge crossing Brushy Creek (collectively, the "Project"); and

WHEREAS, the District and County desire to cooperate regarding certain aspects of the Project, as stated herein; and

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

I.

General Purpose

This Agreement generally sets for the terms and conditions pursuant to which the District shall convey certain real property interests to the County for the Project, and pursuant to which the County shall incorporate certain improvements into the Project and convey certain real property interests to the District as consideration for the District's conveyance of real property interests.

II.

County Obligations

1. County agrees to include within the Project the following at the sole cost and expense of the County:

- a. Replace or reconstruct all trails and sidewalks impacted by the Project to a condition not less than the current trails and sidewalks. Attached hereto as **Exhibit "A"** is a description of the sidewalk and trail improvements to be undertaken by the County.
- b. Remove and replace the existing ornamental fence in Shirley McDonald Park impacted by the Project except as otherwise directed by the District. County shall purchase and install new replacement fencing of a type approved by the District to the extent any existing fence removed by the County may not be relocated.
- c. Reconstruct the driveway into the District's maintenance yard not less than 20 feet beyond the new right-of-way line, to ensure a smooth driveway profile. A description of the driveway improvements is set forth on **Exhibit**

"B" and the plans for the new driveway shall be subject to the District's reasonable approval as to location, width and design;

- d. Relocate the Creekside Pool sign within the same parking lot to a location specified by the District.
- e. Design and construct angled parking for the east side of the Creekside Pool parking lot, as shown on **Exhibit "C"**, attached hereto.
- f. Design and install water and wastewater lines to replace all existing District lines in conflict with the Project. All relocation plans and specifications must be approved by the District in advance of construction by the County, and shall be undertaken so as to prevent any disruption in water or sewer service to District customers.
- g. Furnish and install lighting improvements under the new Great Oaks Drive bridge structure of the kind, and at the locations, specified in **Exhibit "D"** attached.
- h. Complete the exterior of the new Great Oaks Drive bridge walls in accordance with **Exhibit "E"**.
- i. Take reasonable steps with the design and construction of the Project so as to preserve the tree more particularly identified in **Exhibit "F"** attached hereto. The District acknowledges that the Project may ultimately result in the death of the tree, in which event the County may remove the tree.
- j. Design and construct a turn lane as depicted on **Exhibit "G"** so as to allow vehicular ingress and egress from the parking area to Brushy Creek Drive.

- k. Furnish and install lighting improvements in the new Project parking lot adjacent to Brushy Creek as generally depicted in Exhibit "H" attached hereto.
- l. Install trail lighting improvements, of a type and at locations to be approved by the District, provided the District pays all costs of acquisition and installation of such lighting. Such lighting shall be served by one or more separate electric meters to be in the District's name. Upon receipt of unit price bids for the lighting improvements, the County shall furnish the bid pricing to the District, and the District will render a final decision as to whether the County shall include the trail lighting in the Project.

All of the foregoing improvements shall be constructed simultaneously with, and as part of, the road improvements that constitute the Project.

- 2. County acknowledges that the existing draft plans for the Project identify the construction of storm sewer line and inlet improvements on the west side of Great Oak Drive generally adjacent to Shirley McDonald Park that would conflict with existing waterline improvements of the District, require the removal of multiple trees, and potentially impact the District's park property. The County agrees to amend the Project plans so as to cause such storm sewer line improvements to be located on the east side of Great Oaks Drive to the maximum extent practicable.
- 3. Notwithstanding any provision herein to the contrary, to the extent that any components of the Project require repair, replacement or relocation of any existing improvements or property owned the District, the final design and completion of such repair(s),

replacement(s) and relocation(s) shall be subject to the approval of the District, which approval shall not be unreasonably withheld or delayed.

4. Simultaneously with the execution of this Agreement, the County shall convey to the District fee simple title to approximately 0.61 acres of real property on the east side of Shirley McDonald Park, as shown in the Deed attached hereto as **Exhibit "H"**.
5. Upon completion of construction, the County shall design, construct, and maintain all Project improvements that are not District property at the County's sole cost and expense.

III.

District Obligations

1. Simultaneously with the execution of this Agreement, the District shall execute that certain Quitclaim Deed in the form attached hereto as **"Exhibit I"** dedicating without warranty the certain real property described therein.
2. District will own, operate, maintain and repair the Creekside Pool parking lot, District trails, signage and other property that is relocated, repaired, replaced or modified by the County in accordance with the terms of this Agreement upon completion of installation by the County, and approval thereof by the District, in accordance with the terms of this Agreement.
3. After acceptance, District will own, operate, maintain and repair all District water and wastewater lines installed by the County as part of the Project. No formal conveyance of facilities shall be required, and upon acceptance by the District, the water and wastewater lines shall be deemed owned by the District for all purposes.
4. In the event the District elects for the Project to include trail lighting, the District shall be responsible for payment of all costs associated with the purchase and installation of trail

lighting, to be determined on a unit price basis, and the District shall be responsible for payment of subsequent electricity costs.

IV.

Miscellaneous

1. Neither the District nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States with respect to claims brought by third parties. The parties acknowledge that this Agreement constitutes a contract for goods and services for which governmental immunity is waived.
2. This Agreement may not be amended or modified except in writing executed by both the District and Williamson County, and authorized by their respective governing bodies.
3. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be constructed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
4. This Agreement 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 above

first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

5. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by District. The Parties acknowledge that the Project could take considerable time to design and construct, due to the environmentally sensitive areas within the Project footprint. If the Project has not been constructed and opened to the public within five (5) years after the Effective Date, the District and/or the County reserves the right to terminate this Agreement.
6. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
7. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

(signatures on following page)

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

WILLIAMSON COUNTY

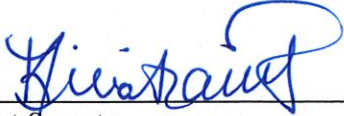
By: _____
Bill Gravell Jr, County Judge

Attest:

Nancy Rister, County Clerk

BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT

By: _____
Its: _____



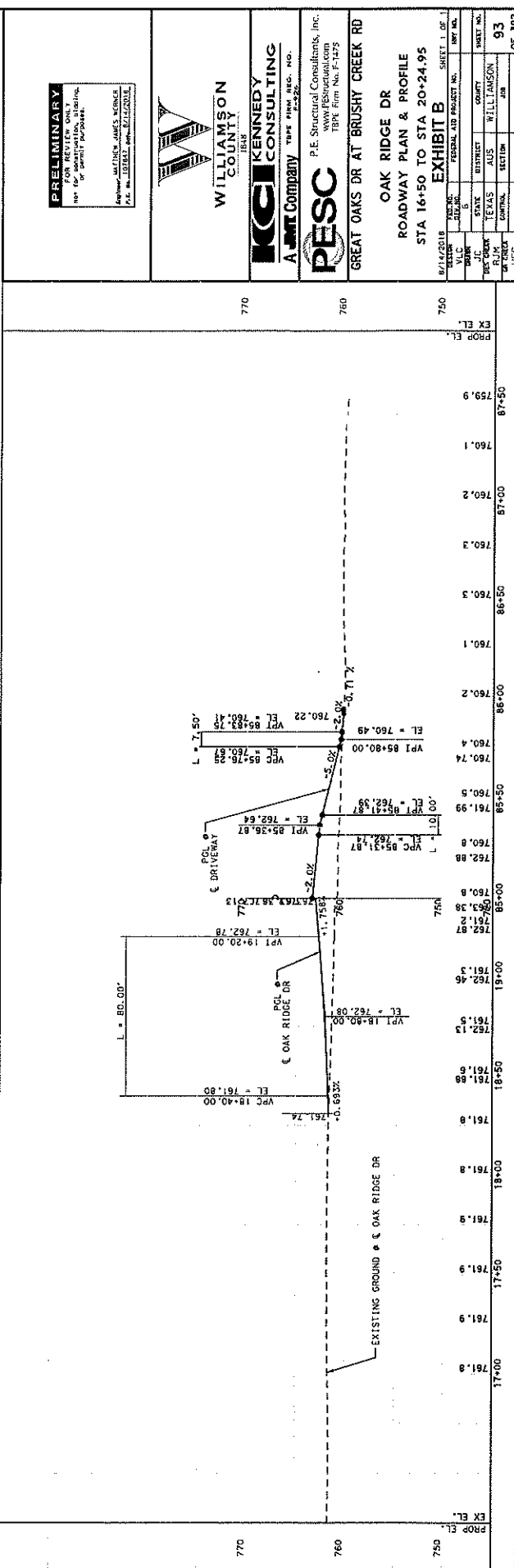
District Secretary

Exhibit "A"





Exhibit "B"



WILLIAMSON
COUNTY

KCI KENNEDY CONSULTING
A TETRA Company TYPE FIRM REG. NO.

PE SC
P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1375

GREAT OAKS DR AT BRUSHY CREEK RD
OAK RIDGE DR
ROADWAY PLAN & PROFILE
STA 16+50 TO STA 20+24.95

DESIGN	FEDERAL AID PROJECT NO.	SHEET 1 OF 1
DRAWN		
VLC	COUNTY	SHEET NO.
JC	DISTRICT	93
LESS CHANGES	AUS	WILLIAMSON
RJM	SECTION	JOB
CHECK		

Exhibit "C"



EXHIBIT C
TURNING
MOVEMENTS
15 DEGREES

HNTB The HNTB Corporation
Infrastructure Solutions
ONE FIVE SEVENTH AVENUE, SUITE 2000
DENVER, COLORADO 80202

Exhibit "D"



Exhibit "E"

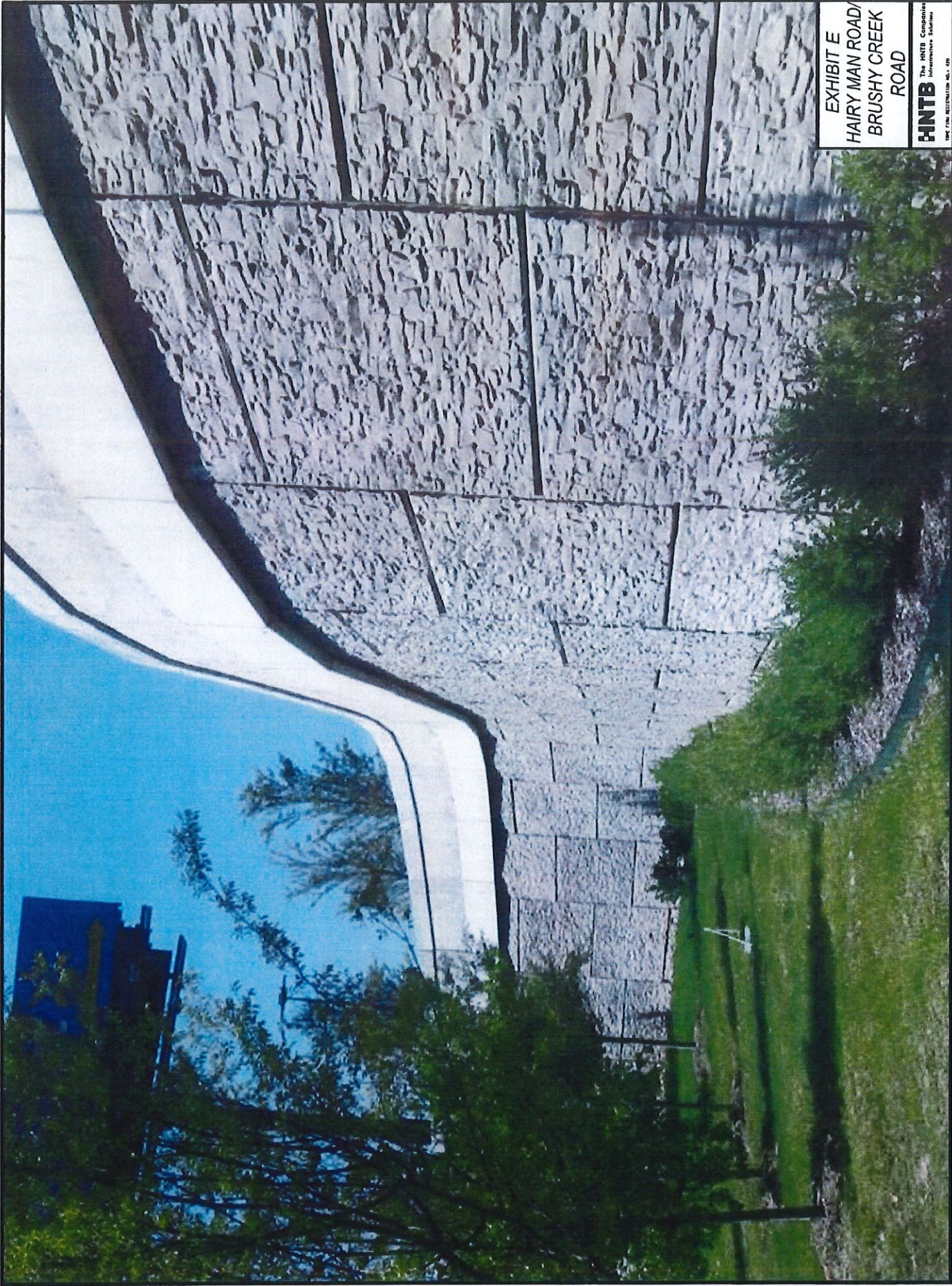


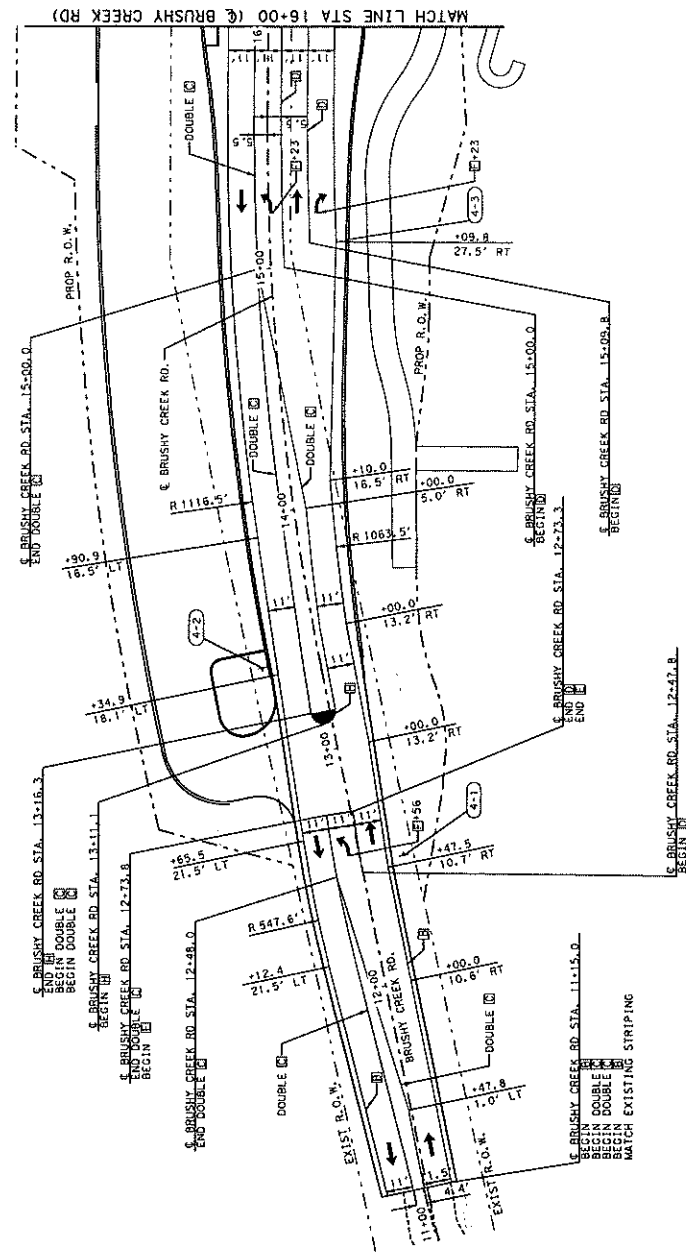
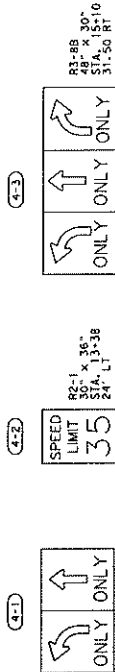
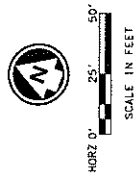
EXHIBIT E
HAIRY MAN ROAD/
BRUSHY CREEK
ROAD

HNTB
The HNTB Companies
Infrastructure • Buildings
1947 FIVE RIVERS DRIVE, SUITE 100

Exhibit "F"



Exhibit "G"



LEGEND

- RE PM W/RET REQ TY 1 (W) 4" (BRK) (090MIL)
- RE PM W/RET REQ TY 1 (W) 4" (SLD) (090MIL)
- RE PM W/RET REQ TY 1 (Y) 4" (SLD) (090MIL)
- RE PM W/RET REQ TY 1 (W) 12" (SLD) (090MIL)
- RE PM W/RET REQ TY 1 (W) 24" (SLD) (090MIL)
- RE PM TY 1 (W) (ASPH) (090MIL)
- RE PM TY 1 (W) (SLD) (090MIL)
- RE PM TY 1 (Y) (SLD) (090MIL)
- RE PM TY 1 (Y) (ISLAND) (090MIL)
- PROPOSED SIGN
- RELOCATE EXIST SIGN

NOTES

- ALL PROPOSED SIGN LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD. ACCORDING TO SITE CONDITIONS AS APPROVED.



WILLIAMSON
COUNTY
1846

KCI KENNEDY CONSULTING
A JCI Company TAPE FIRM REG. NO. 1-3926

PESC
P.E. Structural Consultants, Inc.
www.pescinc.com
TBE Firm No. F-1425

GREAT OAKS DR AT BRUSHY CREEK RD

SIGN & PAYMENT MARKING PLAN
BRUSHY CREEK ROAD
BEGIN PROJECT TO STA 16+00

EXHIBIT G

DATE: 5/16/2019	SHEET NO. 315	OF 392
PROJECT: BRUSHY CREEK RD	DISTRICT: JCI	
LOCATION: TEXAS	COUNTY: WILLIAMSON	
DESIGNER: JCI	DATE: 5/16/2019	
BY: JCI	DATE: 5/16/2019	
CHECKED: JCI	DATE: 5/16/2019	
APPROVED: JCI	DATE: 5/16/2019	

Exhibit "H"

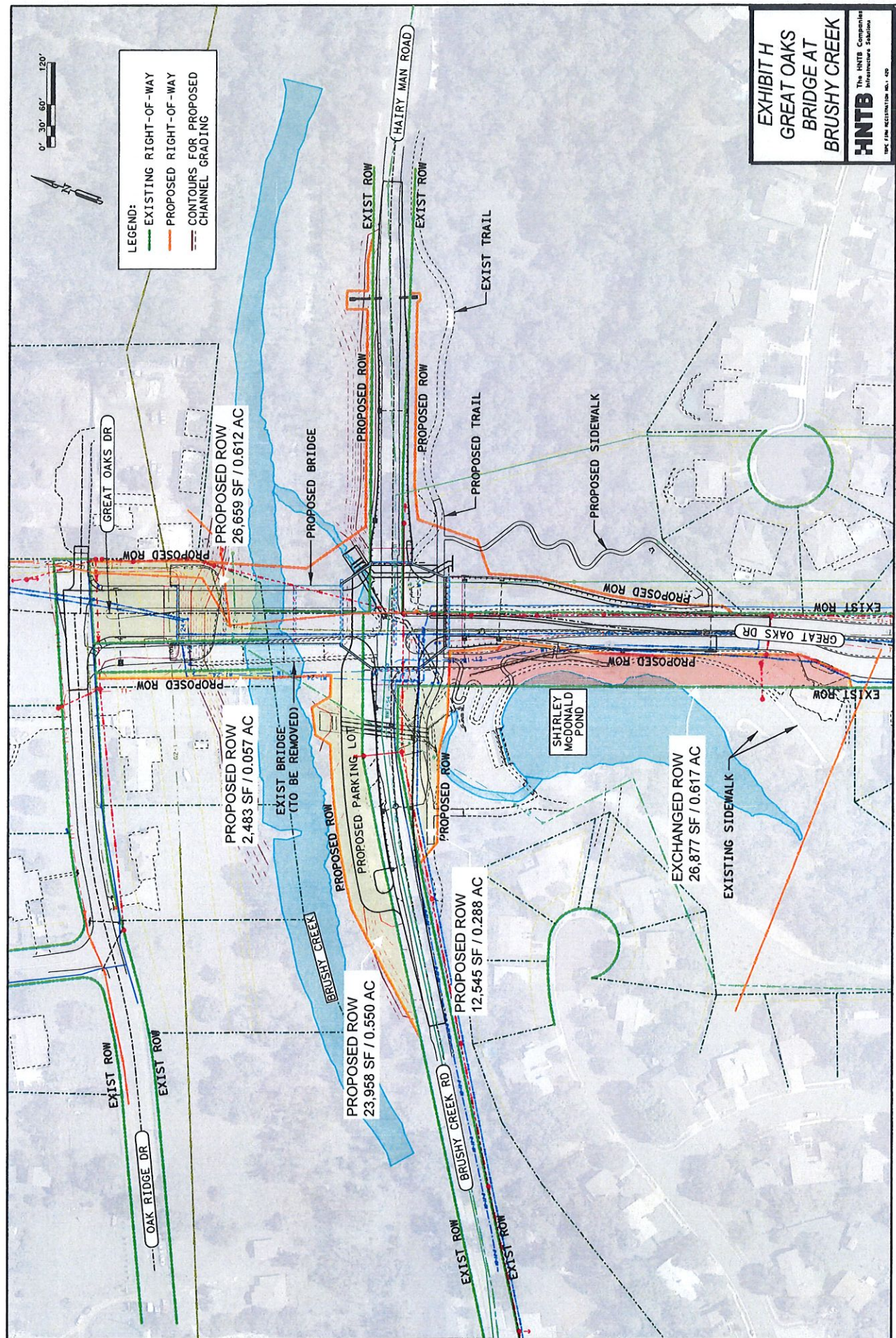


Exhibit “I”

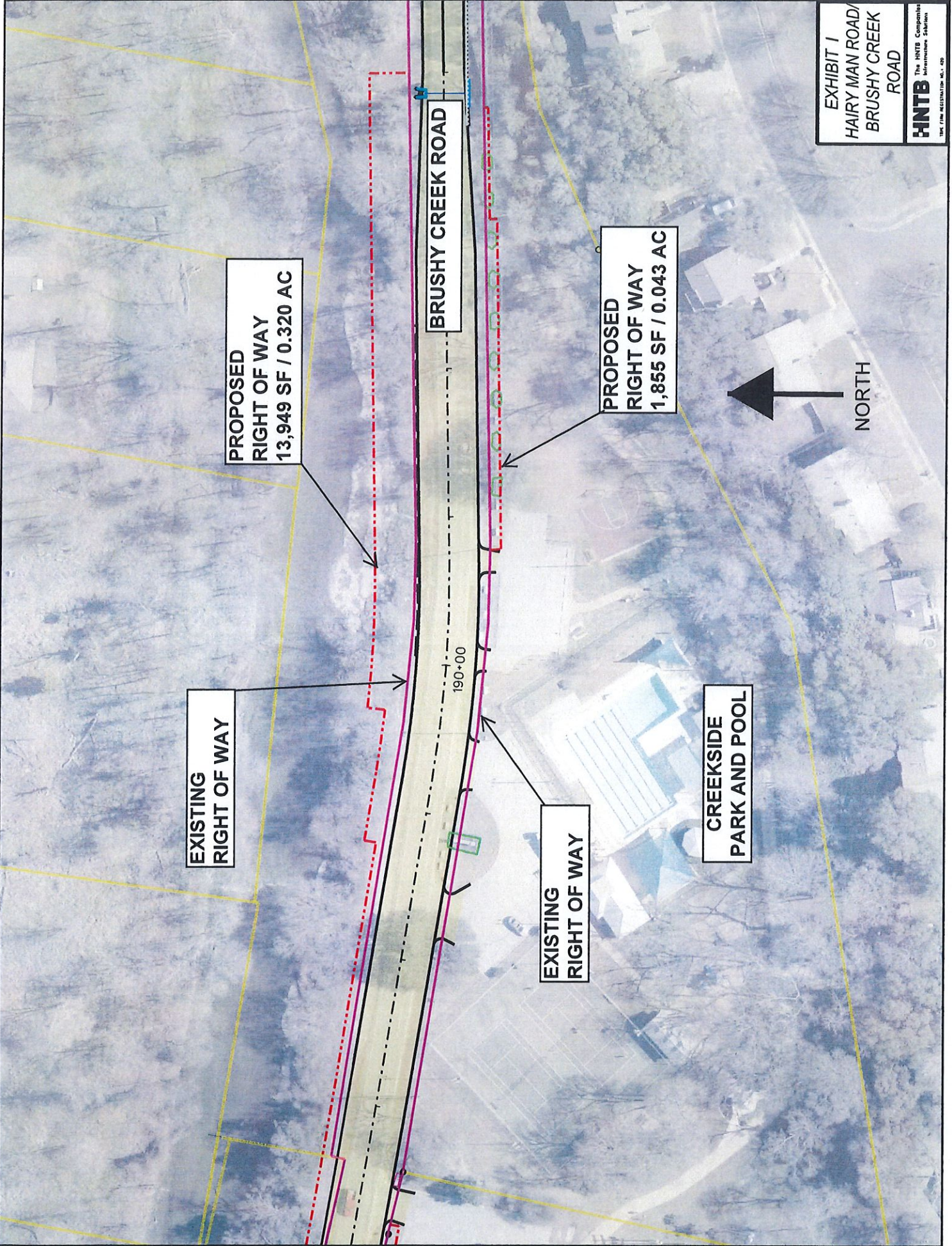


EXHIBIT 1
HAIRY MAN ROAD/
BRUSHY CREEK
ROAD

HNTB
The HNTB Companies
Infrastructure Solutions
THE FIRM REGISTRATION NO.: 020

EXISTING
RIGHT OF WAY

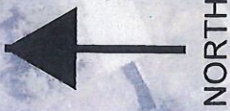
PROPOSED
RIGHT OF WAY
13,949 SF / 0.320 AC

BRUSHY CREEK ROAD

EXISTING
RIGHT OF WAY

PROPOSED
RIGHT OF WAY
1,855 SF / 0.043 AC

CREEKSIDE
PARK AND POOL



190+00

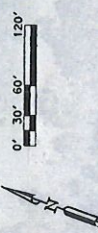
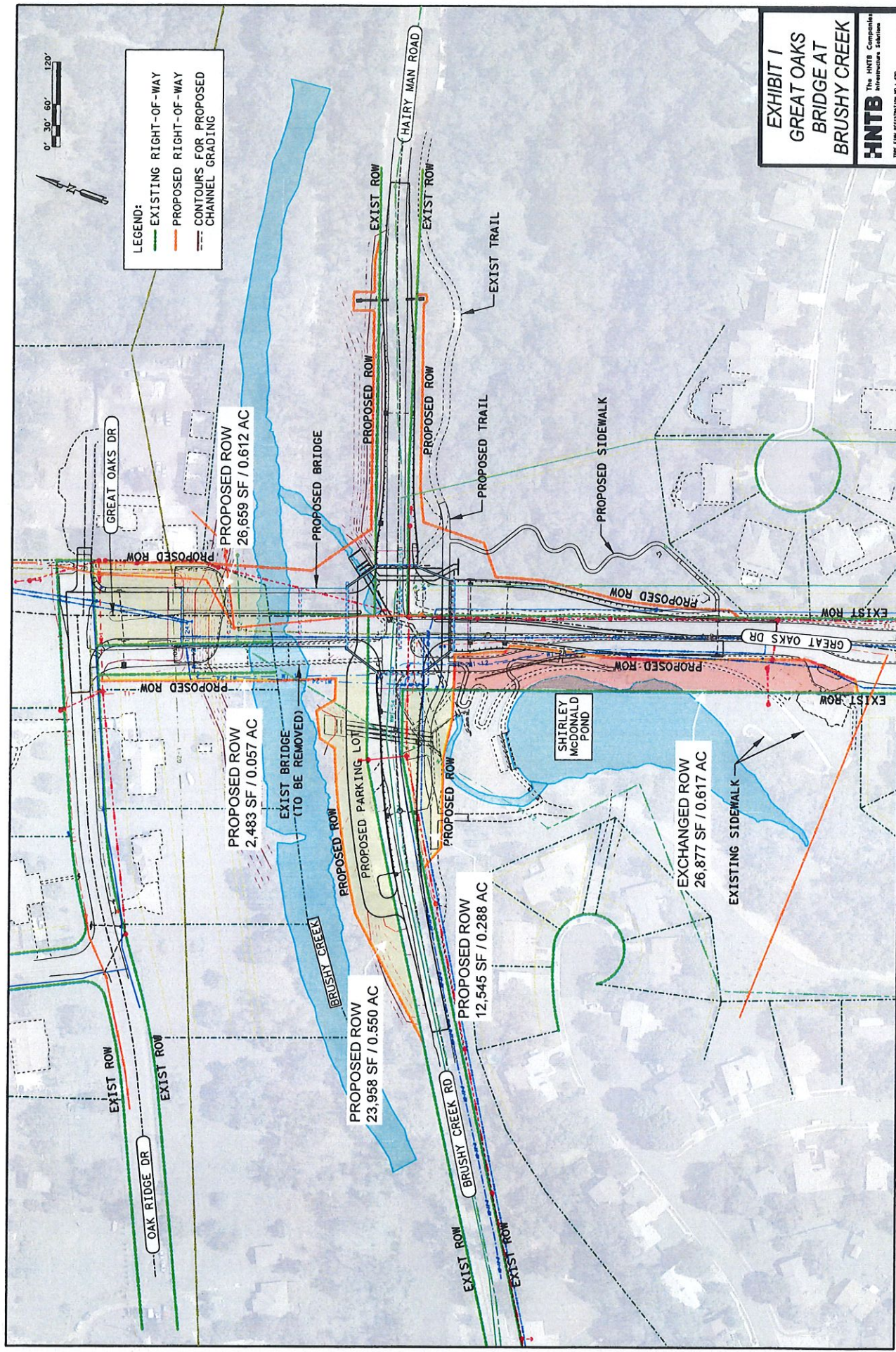


EXHIBIT I
GREAT OAKS
BRIDGE AT
BRUSHY CREEK

HNTB
 The HNTB Companies
 Infrastructure Solutions
 ONE ELM STREET, SUITE 200, NEWTON, MA 02459