

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT FOR CONSTRUCTION OF
ENTRANCE ROADWAY TO CITY LAKE PARK**

Kendall County ("County") and the City of Boerne ("City") (City and County collectively referred to as the "Parties") enter into this Interlocal Agreement ("Agreement") for the construction of an entrance roadway to the Boerne City Lake Park. The Parties are acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, the Boerne City Lake Park (hereinafter "the Park") is located in the jurisdiction of City and is adjacent to Upper Cibolo Creek Road; and

WHEREAS, Upper Cibolo Creek Road continues outside the jurisdiction of City as a County Road to the terminus of the road at the Brown Ranch gate; and

WHEREAS, Upper Cibolo Creek Road is a paved road with limited width of causeway and right-of-way; and

WHEREAS, during the summer months when the Park is used by many visitors, vehicles waiting to enter the Park back up on Upper Cibolo Creek Road, impeding the traffic of all vehicles on the road, including those occupied by citizens of County traversing to and from their residences and other locations; and

WHEREAS, City and County through their respective governing bodies have determined that, in order to mitigate the traffic congestion on Upper Cibolo Creek Road, another entrance roadway to the Park could be constructed; and

WHEREAS, citizens of both City and County use the Park for recreational purposes and the governing bodies of the Parties have determined that construction of another entrance roadway to the Park is in the best interests of the citizens of City and County; and

WHEREAS, County is prepared to design and construct an entrance roadway to the Park that is 24 feet wide and approximately 900 feet long for a total cost not to exceed \$130,000; and

WHEREAS, City is prepared to provide and install a gate for the new entrance roadway for a total cost not to exceed \$10,000 for labor and materials; and

WHEREAS, the construction of the proposed entrance roadway to the Park will be on City owned property, but will not be the construction, improvement, maintenance, or repair of a street or alley in the County that is located in City, and therefore, compliance with Section 251.012 Transportation Code is not required; and

WHEREAS, City and County agree to share the total Project cost equally;

NOW THEREFORE, in order to carry out the intent of the Parties in accordance with applicable law, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish and clarify each Party's responsibilities, rights, and obligations.

ARTICLE II TERM

The initial term of this Agreement shall be from the date of execution until one year from such date, unless earlier terminated or extended by agreement of the Parties in accordance with applicable law. This Agreement will terminate automatically once the purposes of this Agreement have been fulfilled.

ARTICLE III DUTIES AND RESPONSIBILITIES OF THE PARTIES

CITY and COUNTY agree that:

1. County through its Road and Bridge Department and other officers, employees and/or agents of the County will design and construct an entrance roadway to the Park that is 24 feet wide and approximately 900 feet long, generally following the route as shown on a sketch titled "BOERNE LAKE DRIVEWAY EXHIBIT 2" attached hereto and incorporated herein for all purposes – Attachment 1.
 - a. The road will be constructed of 10 inches of crushed limestone base and a two course chip seal. The underlying sub-grade of the road will be scarified and compacted to a depth of 10 inches below the base level. The existing soil will be excavated to a depth of 10 inches so that the replacement base/seal coat will be generally flush with the existing ground and not cause standing water in undesirable locations. The area will be stripped of organic (grass, etc.) before the sub-grade is compacted as referenced above. Ancillary work will include surveying and staking the roadway route, roadway grading and preparation of subgrade, ditch grading and installation of appropriately sized

culvert and headwalls. (The requirements set forth in this Section 1.a will be referred to as “the Work”).

b. The County by its Commissioner of Precinct 4 and the County Engineer will prepare sealed engineering plans for the Work. The plans will show the centerline alignment (consistent switchback radius, tangent lengths, etc.) with appropriate information that a surveyor can follow the design to locate the alignment in the field for the construction crew. The County will supervise the construction of the Work and cause the road to be constructed in a good and workmanlike manner

2. The City will provide and install a gate for the new entrance roadway (hereinafter referred to as the “Gate”).
3. County will begin construction of the Work as soon as possible, depending on work schedules, weather conditions, and other factors affecting construction of the Work. If possible, construction shall began not later than March 31, 2017 with a projected completion date of May 12, 2017.
4. Immediately upon approval of this Agreement by both Parties, or as soon thereafter as possible, City shall provide the County Surveyor with its Preliminary Geometric Alignment (PGA) so that the County Surveyor can stake the alignment of the roadway on 100 feet intervals and at the Points of Curvature and Points of Tangency. (The County Surveyor shall complete the staking within 5 working days of the receipt of the PGA or as soon as possible depending on work schedules, weather conditions, and other factors affecting the staking.) Immediately upon written notification by the County of the completion of the staking, or as soon as possible thereafter depending on weather conditions, the City will review the alignment as staked and provide written notification to the County Commissioner of Precinct 4 that the alignment is acceptable, or in the alternative, provide guidance for adjustments in the alignment.
5. City and County through their respective representatives, including the County Commissioner of Precinct 4, the Deputy City Manager the County Engineer, and the City Public Works Director, shall coordinate and resolve any issues regarding the alignment of the roadway, and the size, location, and grading of the proposed culvert to be located in the roadway.
6. Immediately upon the satisfactory staking of the roadway alignment, or as soon as possible depending on work schedules and weather conditions, City shall, at its sole cost, remove any trees that are located in the road way alignment and relocate any trees that City intends to save. (Note: Removal and/or relocation of such trees is not the

responsibility of County and is not included in the total cost of the Project.)

7. The Parties agree that time is of the essence, and that for the Work to be completed by May 12, 2017, all of the obligations of both Parties stated in paragraphs 4, 5, and 6 must be completed as soon as possible so that County's Road and Bridge Department is able to commence the Work on the roadway by March 31, 2017.
8. City agrees to waive any and all fees that it might otherwise charge County or agents working under County's supervision for accomplishment of the Work.
9. City and County agree to share equally the cost of the Work and the cost of the Gate. The City agrees to pay County one-half of the total cost of the Work. The total cost of the Work shall not exceed ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000) and the cost of the Gate shall not exceed TEN THOUSAND DOLLARS (\$10,000.00). Upon completion of the Work, County shall provide City with an invoice for one-half of the total cost of the Work. City shall deduct from the amount to be paid to County one-half the amount of the cost of the Gate. City shall pay County the amount due within 30 days of receipt of the invoice.
10. The Parties agree that should any third party contribute monies to the amount required for the Work, the Parties will use the amount received to decrease the total cost of the Work thereby decreasing each Party's share equally.
11. Any changes to the Work, including adjustments in the total cost of the Work that would increase the cost to more than \$130,000, will be authorized by written agreement signed by each designated representative of City and County.

ARTICLE IV TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

ARTICLE V SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained herein.

ARTICLE VI AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the Parties.

ARTICLE VII LIAISONS AND NOTICES

Unless written notification by County to the contrary is received by City, the County Commissioner of Precinct 4 shall be the designated representative of County responsible for the management of this Agreement.

Unless written notification by City to the contrary is received by County, the City Public Works Director shall be the designated representative of City responsible for management of this Agreement.

Communications between City and County shall be directed to the designated representative of each Party as set forth above. All official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne
402 E. Blanco
Boerne, Texas 78006
Attn: Michael Mann
Public Works Director

COUNTY

Kendall County
201 E. San Antonio Street
Boerne, Texas 78006
Attn: Don Durden
County Commissioner, Pct. 4

Notice of change of representative by either Party must be made in writing and delivered to the other Party—within five (5) business days of such change. Communication by computers (e-mails) is specifically approved as a means of official communications and/or notices between the Parties.

Approved by City Council of CITY on this the _____ day of _____ 2017.

Ronald C. Bowman,
City Manager, City of Boerne

Attest: _____
Lori Carroll
City Secretary, City of Boerne

Approved by Commissioners Court of COUNTY on this the _____ day of
_____ 2017.

Darrel Lux
County Judge, Kendall County

Attest: _____
Darlene Herrin
County Clerk, Kendall County