

STATE OF TEXAS

EXHIBIT "A"

MULTIPLE USE AGREEMENT

Forest Creek to Gattis

COUNTY OF TRAVIS	§				
THIS AGREEM	IENT made by the S	State of Texas by	and between the T	exas Departm	nent of
Transportation, hereina	fter referred to as "S	State", party of the	first part, and		
City of Round Rock		, hereina	fter called	the City	,
party of the second part	t, is to become effec	ctive when fully ex	ecuted by both pa	rties.	
		WITNESSETH	1		
WHEREAS, on the	a5th day of	APril	, 2(20 2019, th	e governing
	City , enter			R-2019-016	
hereinafter identified by	reference, authoriz	ing the th	e City 's p	articipation in	this
agreement with the Stat	te; and				
WHEREAS, the	e the City	has reques	sted the State to p	ermit the cons	truction,
maintenance and opera	ition of a public	Exte	ension of Arterial A	í	
on the highway right of	way, (ROADWAY	S. Kenney Fort B	Slvd CONTROL S	SECTION NO.	T032-13.).
(General description of	area including eithe	r the control numb	er or GPS coordin	nates.)	porter lives on a constant of distance of
Between Forest Creek I	Orive (CSJ T032-13) and Gattis Schoo	ol Road (CSJ E00	4-55)	
shown graphically by the	e preliminary conce	ptual site plan in E	Exhibit "A" and bei	ng more speci	fically
described by metes and	I bounds of Exhibit '	'B", which are atta	ched and made a	part hereof; a	nd
WHEREAS, the	e State has indicated	1.75	5 (5)		
and other uses condition	ned that the	the City	will enter into agre	ements with the	ne State for
the purpose of determin	ing the respective r	esponsibilities of t	hethe Cit	y and	the State with
reference thereto, and o	onditioned that suc	h uses are in the p	oublic interest and	will not damag	ge the highway
facilities, impair safety, i	mpede maintenanc	e or in any way re	strict the operation	n of the highwa	ay facility, all as
determined from engine	ering and traffic inv	estigations conduc	cted by the State.		

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

the C	ty will prepare or provide for the construction plans for the facility, and will provide
for the constru	iction work as required by said plans at no cost to the State. Said plans shall include the
design of the	access control, necessary horizontal and vertical clearances for highway structures
adequate land	scape treatment, adequate detail to ensure compliance with applicable structural design
standards, su	ficient traffic control provisions, and general layout. They shall also delineate and define
the constructi	on responsibilities of both parties hereto. Completed plans will be submitted to State for
review and ap	proval and when approved shall be attached to the agreement and made a part thereo
in all respects	. Construction shall not commence until plans have been approved by the State. Any
future revision	ns or additions shall be made after prior written approval of the State. Any sidewalks
•	and other pedestrian elements to be constructed, either on site or off site, by the
the Cit	shall be in accordance with the requirements of Title II of the Americans With
	t (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the
the City	and found not to comply with ADA or TAS shall be corrected at the entire expense
of the	the City

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^{1}/_{2}$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

RESPONSIBILITIES Timely maintenance, re

6.

Timely maintenance, repair and operation of the facility s	shall be entirely	the responsibility of the
the City . Such responsibility shall no	t be transferred	d, assigned or conveyed to
a third party without the advanced written approval of the	e State. These re	esponsibilities expressly
include the timely maintenance and repair of any portion	of the facility ne	ecessary to comply with the
Americans with Disabilities Act. Further, such responsibilities	lity shall include	picking up trash, mowing and
otherwise keeping the facility in a clean and sanitary cor	ndition, and surve	eillance by police patrol to
eliminate the possible creation of a nuisance or hazard to	o the public. Ha	zardous or unreasonably
objectionable smoke, fumes, vapor or odors shall not be	permitted to rise	e above the grade line of the
highway, nor shall the facility subject the highway to haz	ardous or unrea	sonably objectionable
dripping, droppings or discharge of any kind, including ra	ain or snow.	
If the State determines that the City h	as failed to com	ply with these responsibilities
it will perform the necessary work and charge	he City	the actual cost of the work.
FEES		
Any fees levied for use of the facilities in the area shall	be nominal and	no more than are sufficient to
defray the cost of construction, maintenance and oper	rations thereof,	and shall be subject to State
approval.		
A. Retention Period. The the City	shall maintain	all books, documents, papers,
accounting records and other evidence pertaining to	o fees collected	and costs (hereinafter called
the Records). The the City shall m	nake the records	s available during the term of
the Agreement and for four years from the date the	Agreement is to	erminated, until completion of
all audits, or until pending litigation has been comple	etely and fully res	solved, whichever occurs last.
B. Audit Report. If fees are collected by the	the City	for the use of the facility
under this agreement, the the City	will provide the	 e State an annual audit report
detailing the fees collected for the use of the facility	y and the costs	associated with constructing,
maintaining, and operating the facility within the s	ame period. If	the report shows more fees
collected than expenses for the construction, op the City must provide a multiple ve	,	intenance of the facility the g how the additional revenue
will be used for construction, operation, or maintena	•	_

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	C. Availability. The State or any of its duly authorized representatives, the Federal Highway
	Administration, the United States Department of Transportation, Office of Inspector General, and
	the Comptroller General shall have access to the the City 's records that are
	directly pertinent to this Agreement for the purpose of making audits and examinations.
7.	TERMINATION UPON NOTICE
	This provision is expressly made subject to the rights herein granted to both parties to terminate this
	agreement upon notice, and upon the exercise of any such right by either party, all obligations herein
	to make improvements to said facility shall immediately cease and terminate and
	the City shall be responsible for the facility's timely removal at no cost to the State.
	If the State determines that has failed to timely remove the facility, it will
	perform the necessary work and charge the City the actual cost of the work.
8.	MODIFICATION/TERMINATION OF AGREEMENT
	If in the sole judgment of the State it is found at any future time that traffic conditions have so
	changed that the existence or use of the facility is impeding maintenance, damaging the highway
	facility, impairing safety or that the facility is not being properly operated, that it constitutes a
	nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in
	the public interest, this agreement under which the facility was constructed may be: (1) modified if
	corrective measures acceptable to both parties can be applied to eliminate the objectionable features
	of the facility; or (2) terminated and the use of the area as proposed herein discontinued.
9.	PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS
	All structures located or constructed within the area covered by the agreement shall be fire resistant.
	The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be
	a potential fire hazard shall be subject to regulation by the State.
10.	RESTORATION OF AREA
	The the City shall provide written notification to the State that such facility will be
	discontinued for the purpose defined herein. The the City shall, within thirty (30) days

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

from the date of said notification, clear the area of all facilities that were its construction responsibility

under this agreement and restore the area to a condition satisfactory to the State.

12. INDEMNIFICATION

The City

AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE
FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT
DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A
PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS
AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR __2020__, THE _____ROUND ROCK ____(CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

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17. CIVIL RIGHTS ASSURANCES

	Nothing in this agreement shall be constitued as creating any hability in lavor of any third party
	against the State and the Additionally, this agreement shall not ever be
	construed as relieving any third party from any liability against the State. Furthermore, the
	the City shall become fully subrogated to the State's rights of recovery and shall be
	entitled to maintain any action over and against any third party who may be liable for damages. The
	State agrees to execute and deliver instruments and papers and to otherwise do that which is
	necessary to secure such rights.
13.	INSURANCE
	The, shall provide necessary safeguards to protect the public on State
	maintained highways including adequate insurance for payment of any damages which might result
	during the construction, maintenance, repair and operation of the facility.
	shall include TxDOT as an additional insured by endorsement in the City 's
	commercial general liability insurance policy. Prior to beginning work on the State's right of way, the
	the City 's construction contractor shall submit to the State a completed insurance
	form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the
	required coverage during the construction of the facility.
4.4	HOE OF DIGHT OF WAY
14.	USE OF RIGHT OF WAY
	It is understood that the State by execution of this agreement does not impair or relinquish the State's
	right to use such land for highway purposes when it is required for the construction or re-construction
	of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be
	construed as abandonment by the State of such land acquired for highway purposes, and the State
	does not purport to grant any interest in the land described herein but merely consents to such use to
	the extent its authority and title permits.
15.	ADDITIONAL CONSENT REQUIRED
	The State asserts only that it has sufficient title for highway purposes. The the City
	shall be responsible for obtaining such additional consent, permits or agreement as may be
	necessary due to this agreement. This includes, but is not limited to, appropriate permits and
	clearances for environmental, ADA and public utilities.
16.	FHWA ADDITIONAL REQUIREMENTS
	If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states
	additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal
	Regulations, § 710, shall be attached to and become a part of this agreement.
	rrogalations, 3 i 10, shall be attached to and become a part of this agreement.

The _____ , for itself, its personal representatives, successors and interests and

assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The	State	may	conduct	an	audit	or	investi	gation	of	any	ası	pect	of	this	agr	eem	ient.	The
	the	City	mı	ust p	rovide	the	State	with a	cces	s to a	any i	nforr	nati	on th	e St	ate o	consid	lers
relev	ant to t	he inv	estigation	or a	audit.	Th	ie audi	t can	inclu	ide, b	ut is	s no	t lim	ited	to, a	any	contra	act for
cons	truction	or ma	ntenance	of ar	ny fac	ility	or struc	cture a	utho	rized	by t	his a	gre	emer	nt or	any		
contr	act to p	rovide	a service	to th	ne		the C	ity		if th	at se	ervic	e is	autho	orize	ed by	/ this	
agre	ement.																	

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)			
Texas Department of Transportation	The City of Round Rock Transportation Office 3400 Sunrise Road			
Maintenance Division				
125 East 11th Street				
Austin, Texas 78701-2483	Round Rock, Texas 78665			

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

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IN WITNESS WHEREOF, the parties have here	eunto affixed their signature, the lay of, 2020, and the
State on the day of	
	STATE OF TEXAS Executed and approved for the Texas
(Name of other party) By:	Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs
Signature	heretofore approved and authorized by the Texas Transportation Commission.
Printed Name	By: Director, Maintenance Division
Title	Printed Name
Agency	Date
Contact Office and Telephone No.	APPROVAL RECOMMENDED:
	District Engineer
	Tucker Ferguson, P.E. Printed Name
	Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

- 1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
- 2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
- 3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
- 4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

SUPPORTING RESOLUTION or ORDINANCE

RESOLUTION NO. R-2019-0160

WHEREAS, the City of Round Rock ("City") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way; and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the MoKan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and Capitol Metro entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Order 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, would henceforth be called SH 130; and

WHEREAS, SH 130 was designated as a tolled, controlled access facility, with a project scope and alignment changed significantly from that described in Minute Order 83157; and

WHEREAS, due to these significant changes, it was deemed necessary to revise right-of-way acquisition and utility adjustment participation requirements as stated in Minute Order 83157 and the May 22, 1989 ILA; and

WHEREAS, TxDOT, in Minute Order 108874, ordered that the right-of-way acquisition and utility adjustment participation requirements in Minute Order 83157 be rescinded; and

WHEREAS, all other provisions in Minute Order 83157 remain in effect, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK,

TEXAS, THAT:

- The facts and recitations in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated herein and expressly made a part hereof.
- 2. The City finds that it is in the best interest of the citizens of Round Rock to request TxDOT to allow the City to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A from its current terminus to SH 45.
- 3. The terms and conditions of the above-described utilization of certain sections of the MKT right-of-way shall be as stated in a Memorandum of Understanding ("MOU") between the city and TxDOT. The MOU will contain provisions stating that the MKT right-of-way is subject to future modification and that the City shall be solely responsible for removing or re-aligning any City-installed improvements within the encroachments allowed by this Agreement to accommodate the future MoKan transportation corridor facility.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject

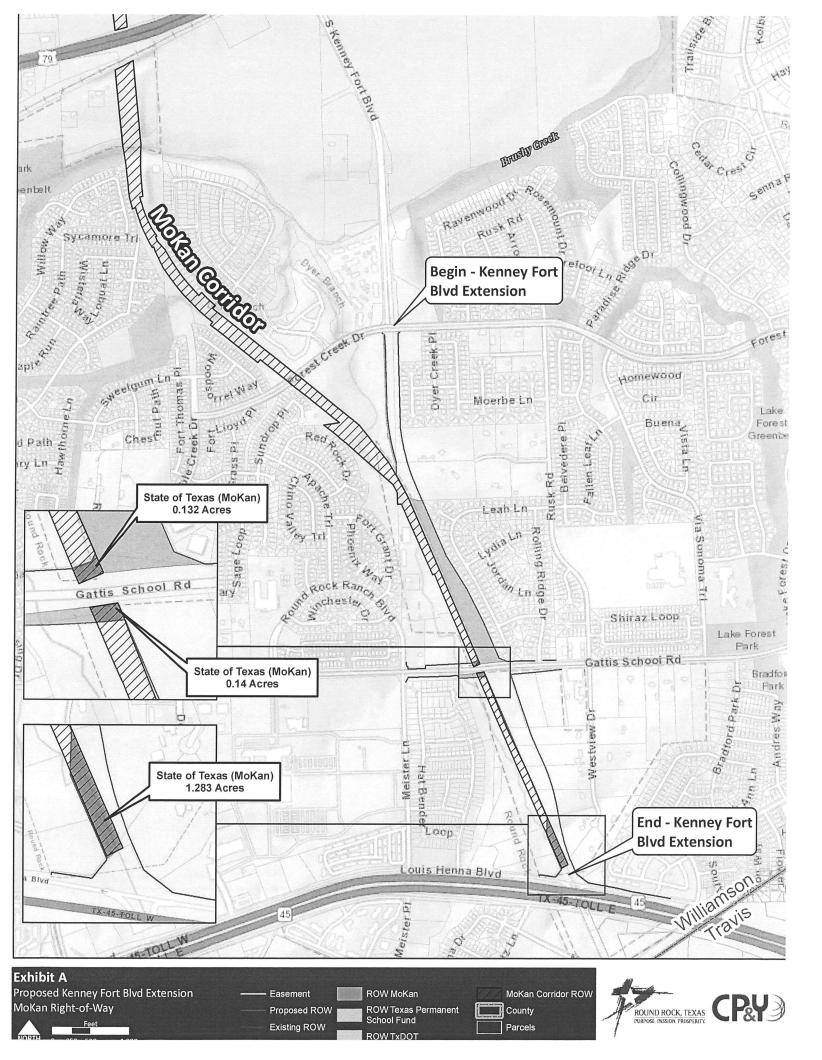
matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the 25th day of April, 2019.

CRAIG MORGAN Mayor City of Round Rock, Texas

ATTEST:

3.



RESOLUTION NO. 1643-18-08-28-0537

RESOLUTION OF THE CITY OF PFLUGERVILLE CONSENTING TO THE CITY OF ROUND ROCK USE OF A PORTION OF THE MOKAN TRANSPORTATION CORRIDOR RIGHT OF WAY FOR THOROUGHFARE EXTENSION PURPOSES

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the Mokan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way and conveying said right-of-way to TxDOT; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Number 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, was moved eastward and would henceforth be called SH 130; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of

Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville,

Williamson County and CapMetro.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

PFLUGERVILLE, TEXAS, THAT:

The facts and recitations in the preamble of this Resolution are hereby found and 1.

declared to be true and correct and are incorporated herein and expressly made a

part hereof.

2. The City hereby gives its consent to TxDOT to allow Round Rock to utilize those

sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to

facilitate the extension of Arterial A from its current terminus to SH 45.

The City Council hereby finds and declares that written notice of the date, hour, place and

subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject

matter hereof were discussed, considered and formally acted upon, all as required by the Open

Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the 28th day of August, 2018.

Victor Gonzales, Mayor

City of Pflugerville, Texas

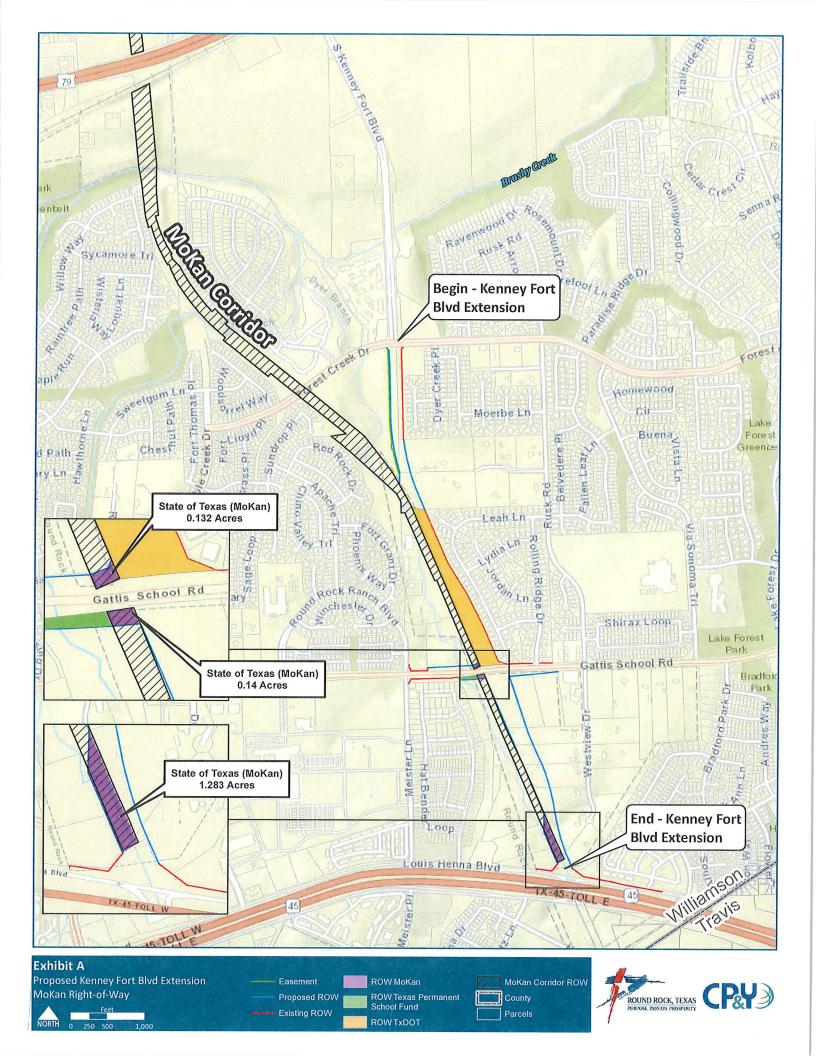
ATTEST:

Karen Thompson, City Secretary

2.

APPROVED AS TO FORM:

Charles Zech, City Attorney
Denton Navarro Rocha Bernal & Zech, PC



ORDER REGARDING EXTENSION OF ARTERIAL A

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the Mokan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and the Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way and conveying said right-of-way to TxDOT; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Number 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, was moved eastward and would henceforth be called SH 130; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville, Williamson County, and CapMetro;

Now Therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY,

TEXAS, THAT:

1. The facts and recitations in the preamble of this Order are hereby found and

declared to be true and correct and are incorporated herein and expressly made a

part hereof.

2. The County hereby gives its consent to TxDOT to allow Round Rock to utilize

those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto,

to facilitate the extension of Arterial A from its current terminus to SH 45.

The Commissioners Court hereby finds and declares that written notice of the date, hour,

place and subject of the meeting at which this Order was adopted was posted and that such meeting

was open to the public as required by law at all times during which this Order and the subject

matter hereof were discussed, considered and formally acted upon, all as required by the Open

Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the day of October, 2018.

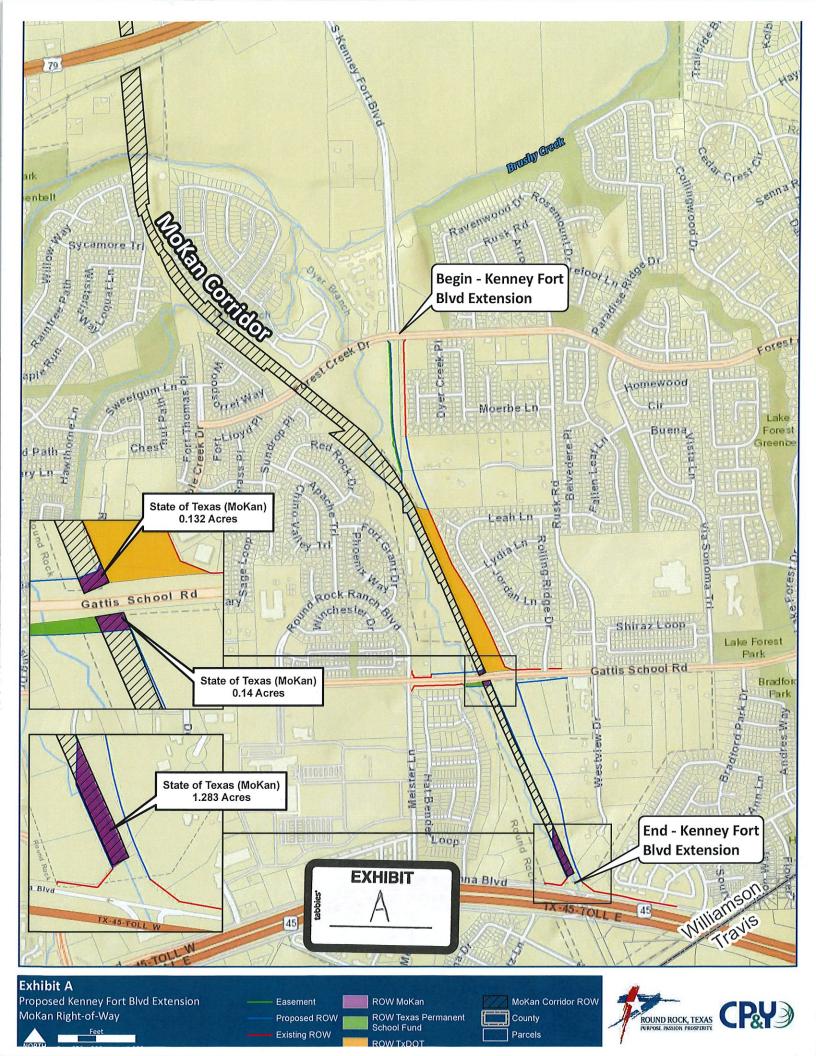
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

2.

Exhibit "A" Encroachment Areas





RESOLUTION

OF THE

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-837)

City of Round Rock Mokan Corridor Agreement

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and the Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville, Williamson County, and Capital Metro; and

WHEREAS, the use of the right-of-way shall be as stated in a Multiple Use Agreement ("MUA") between the city and TxDOT, including provisions stating that the right-of-way is subject to future modification and that the City shall be solely responsible for removing or re-aligning any City-installed improvements within the encroachments allowed by this Agreement to accommodate the future Mokan transportation corridor facility.

NOW, THEREFORE, BE IT RESOLVED The Capital Metropolitan Transportation Authority Board of Directors hereby gives its consent to TxDOT to allow Round Rock to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A from its current terminus to SH 45.



Secretary of the Board
Juli Word

Date: Systember 28,2018

Capital Metropolitan Transportation Authority Board of Directors

MEETING DATE: 9/28/2018 (ID # AI-2018-837)

City of Round Rock Mokan Corridor Agreement

SUBJECT:

Approval of a resolution giving consent to TxDOT to allow Round Rock to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A (Kenney Fort Boulevard) from its current terminus to SH 45.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

3. Community

Strategic Objectives:

3.2 Build Strong Community Partnerships that further Capital Metro's mission and vision.

EXPLANATION OF STRATEGIC ALIGNMENT:

Capital Metro has an interest in assisting our community partners in furthering projects that support their communities while preserving future transit options.

BUSINESS CASE:

Capital Metro has, along with other transportation agencies in the region, identified MOKAN as a potential future transportation corridor. While the corridor was not prioritized within the Project Connect development process, it remains a potential corridor for the future and for this reason, Capital Metro has an interest in seeing it preserved to the maximum extent possible. Because the current project under development by the City of Round Rock poses a potential conflict with future development of MOKAN, Capital Metro desires to ensure that the risks are minimized. The stipulation in the agreement that the City of Round Rock must sign with TxDOT to implement its project and to encroach upon the MOKAN right-of-way provides that assurance with the requirement that the city be solely responsible for removing or realigning its roadway to accommodate the development of the MOKAN corridor.

COMMITTEE RECOMMENDATION:

This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on September 17, 2018.

EXECUTIVE SUMMARY:

Capital Metro is one of several local governments that participated in the acquisition of the MOKAN right of way in 1990. MOKAN is an unused rail right of way that extends for 28 miles between Austin and Georgetown, east of, and roughly paralleling IH-35. As a part of the agreement that was developed to complete the acquisition, fifty feet of the



right of way "shall be dedicated and used for mass transit purposes." The City of Round Rock is seeking approval to encroach on the right-of-way for their Kenney Fort Boulevard project immediately north of the intersection with SH-45. The incursion into the MKT Right-of-Way is approximately 1.55 acres. While this encroachment could affect the future viability of the MOKAN corridor's use for high-capacity transit purposes, a clause in the agreement that the City of Round Rock must sign with the Texas Department of Transportation (TxDOT) mitigates that concern. Specifically, the agreement states that "the right-of-way is subject to future modification and that the City shall be solely responsible for removing or re-aligning any City-installed improvements within the encroachments allowed by this Agreement to accommodate the future Mokan transportation corridor facility." This statement includes language that, in the event the MOKAN corridor is developed for high-capacity transit service, the encroachment will not be a detriment to that effort.

As a financial contributor to the acquisition of the corridor, TxDOT has requested consent from Capital Metro and the other financial contributors for Round Rock to move forward with the extension of the Arterial A.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development

EXHIBIT A General Layout and Location

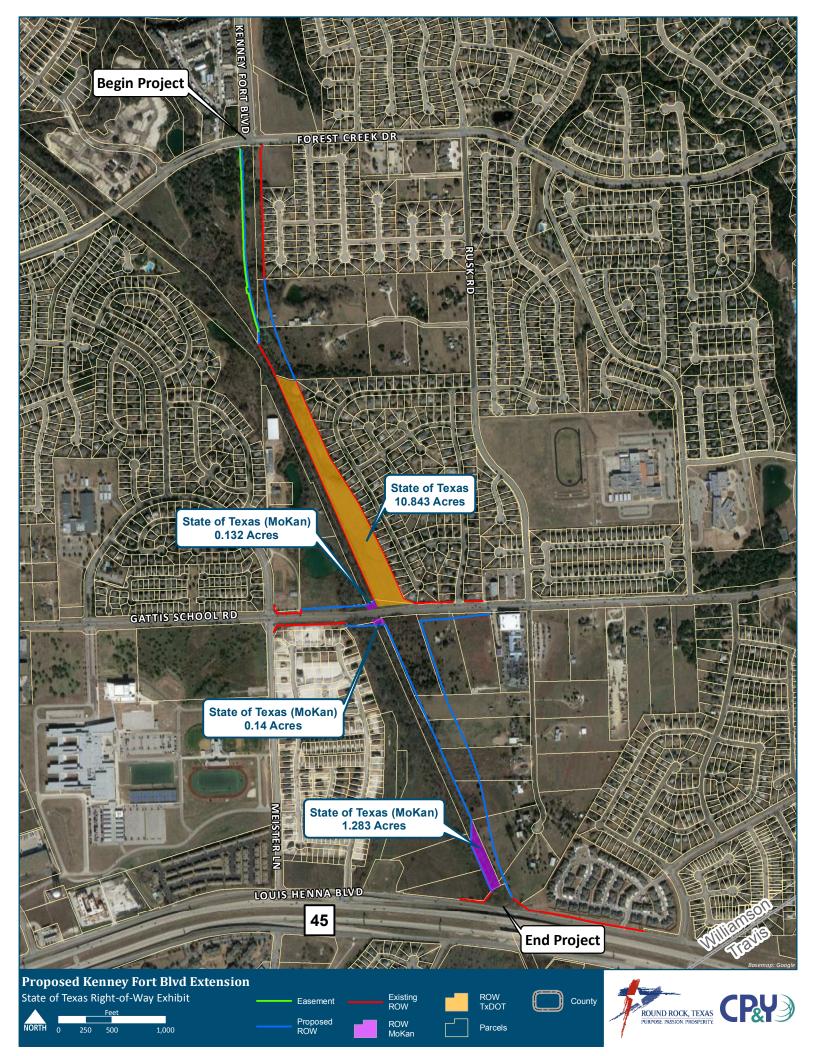


EXHIBIT B

Proposed Construction Plans (Metes and Bounds Description)



INDEX OF SHEETS

SHEET NO.

DESCRIPTION

2

TITLE SHEET INDEX OF SHEETS

CITY OF ROUND ROCK TRANSPORTATION DEPARTMENT KENNEY FORT BLVD - SEGMENTS 2 & 3

KENNEY FORT BLVD - SEGMENTS 2 & 3

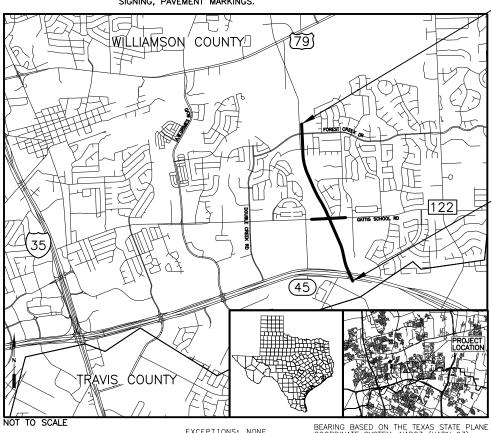
ROADWAY LENGTH 8113.94 FT = 1.537 MI

BRIDGE LENGTH 591.34 FT = 0.112 MI

NET LENGTH OF PROJECT = 8705.28 FT = 1.649 MI

LIMITS: FROM FOREST CREEK DR. TO SH 45

FOR THE CONSTRUCTION OF ROADWAY EXPANSION OF KENNEY FORT BLVD FROM FOREST CREEK DR. TO SOUTH OF SH 45, CONSISTING OF GRADING, BASE, STRUCTURES, ASPHALT CONCRETE PAVEMENT, ILLUMINATION, SIGNING, PAVEMENT MARKINGS.



EXCEPTIONS: NONE FOLIATIONS: NONE R.R. CROSSINGS: NONE

KENNEY FORT BLVD. STA 65+00.00 BEGIN PROJECT

> I HEREBY CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE FINAL AS-BUILT PLANS AND

60% PLANS

BID DATE: _

CONTRACTOR:

DATE CONTRACTOR BEGAN WORK:

FINAL CONTRACT COST: \$ _

DESIGN SPEED: 45 MPH ADT (2016) = 5,779 VPD

ADT (2036) = 48,124 VPD

DATE WORK WAS COMPLETED & ACCEPTED:

FUNCTIONAL CLASSIFICATION: URBAN MAJOR ARTERIAL

DATE

KENNEY FORT BLVD. STA 152+05.28 END PROJECT

PRELIMINARY 60% SUBMITTAL FOR INTERIM REVIEW ONLY NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. ENGINEER ANTHONY J. SERDA P.E. No. 106300 DATE 430/2019

SUBMITTED BY:

ENGINEER

DATE

REVIEWED BY:

CITY OF ROUND ROCK, ..., P.E.; TRANSPORTATION ENGINEER

DATE

REVIEWED BY:

CITY OF ROUND ROCK, GERALD POHLMEYER, PROJECT MANAGER

DATE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF ROUND ROCK, TEXAS MUST RELY UPON THE ADEQUACY OF THE WORK OF THE RESIDENCE PROPERTY. THE DESIGN ENGINEER.

NOTES

LATEST CITY OF ROUND ROCK, OR TXDOT STANDARD

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH TXDOT STANDARD DETAILS AND THE "TEXAS MANUAL

ON UNIFORM TRAFFIC CONTROL DEVICES."

TDLR INSPECTION REQUIRED

SPECIFICATIONS, AS INDICATED IN THE PLANS. TXDOT

STANDARDS SHALL BE USED UNLESS OTHERWISE NOTED.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE

OWNER:

City of Round Rock 221 East Main Street Round Rock, TX 78664



REVIS	IONS		
NO.	DOC.	DATE	APPROVAL

```
GENERAL
                TITLE SHEET
                SUPPLEMENTAL INDEX
   2
                GENERAL NOTES (NOT INCLUDED)
                ESTIMATED QUANTITIES SUMMARY (NOT INCLUDED)
                PROJECT LAYOUT
                TYPICAL SECTIONS
TRAFFIC CONTROL
                 TRAFFIC CONTROL PLAN NARRATIVE
  10
                ADVANCE WARNING SIGNS
  11
                TYPICAL SECTIONS - PHASE 1
  12 -
          15
                TRAFFIC CONTROL PLAN - PHASE I
  16
                TYPICAL SECTIONS - PHASE 2
                TRAFFIC CONTROL PLAN - PHASE 2
  17 –
           19
  20
                TYPICAL SECTIONS - PHASE 3
  21 -
          23 TRAFFIC CONTROL PLAN - PHASE 3
TRAFFIC CONTROL STANDARDS
                BC(1)-13 THRU BC(12)-13
                TCP(1-1)-12 & TCP(1-5)-12
                TCP(2-1)-12 & TCP(2-6)-12
                TCP(3-2)-12 & TCP(3-3)-13
                TCP(5-1)-12
                TCP(7-1)-13
                WZ(UL)-13, WZ(BRK)-13, WZ(RCD)-13, WZ(TD)-13, WZ(STPM)-13
                ABSORB-13
                ACZ(350)-13
                CSB(1)-10
                LPCB-13
                CCSS
ROADWAY
  24 -
                HORIZONTAL ALIGNMENT DATA
  27 -
           31
                KENNEY FORT BLVD REMOVAL PLAN
  32
                GATTIS RD. REMOVAL PLAN
  35
                SH45 WBFR REMOVAL PLAN
  36
                SH45 EBFR REMOVAL PLAN
  37 –
          45 KENNEY FORT BLVD ROADWAY PLAN & PROFILE
  46 -
         50
                GATTIS RD. PLAN & PROFILE
          52
                SH45 WBFR PLAN & PROFILE
                DRIVEWAY DETAILS
                INTERSECTION LAYOUT -
                INTERSECTION LAYOUT -
  53
                CURB WALL DETAILS
ROADWAY STANDARDS
                TE(HMAC)-11
                SGT(8)31-14, SGT(8S)31-14
                GF(31)-14
                GF(31)DAT-14
                GF(31)TR-14
                GF(31)MS-11
                CONCRETE DRIVEWAYS, SIDEWALKS AND RIPRAP MEDIANS (AUS DISTRICT)
                CCCG-12
                BED-14
                PED-12A
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DRAINAG	F	
	L	
54		OVERALL DRAINAGE AREA
55 –	56	OFFSITE DRAINAGE AREA
57		OFFSITE HYDRAULIC DATA SHEET
58 –	73	ONSITE DRAINAGE AREA MAP
74 –	79	ONSITE DRAINAGE CALCULATIONS
80 –	95	DRAINAGE PLAN & PROFILE
96 —	99	STORM DRAIN LATERAL PROFILES
100 -	114	CULVERT PLAN & PROFILES AND HYDRAULIC DATA SHEETS
115		STONE RIPRAP DETAILS
116		BOX CULVERT SUPPLEMENT
DRAINAG	E STA	ANDARDS
		SETP-PD
		PSET-SP
		PEST-RP
		PSET-RR
		CH-PW-0
		BCS
		SCP-5
		SCC-MD
		SCP-MD
		MC-MD
		MC-5-23
		SETB-PD
DET 4 15 115 1	0 11/4	
RETAININ	G WA	ALLS
117 –	120	RETAINING WALL NO. 1 PLAN & PROFILE
121		RETAINING WALL NO. 2 PLAN & PROFILE
		RETAINING WALL BORING LOGS
DET 4 15 115 1		U.L. OTANDADDO
RETAININ	G WA	ALL STANDARDS
		RW (MSE) DD
		RW (MSE)
		RW (TRF)
		RW (EM)
		RW 1(H) B
		RW 2
TRAFFIC		
122 -	130	KENNEY FORT BLVD SIGNING & STRIPING
131 -	135	GATTIS RD. SIGNING & STRIPING
136 –	137	SH45 WBFR SIGNING & STRIPING
138 –	140	SH45 EBFR SIGNING & STRIPING
141		LARGE GUIDE SIGN LAYOUT
142 -	144	OVERHEAD SIGN ELEVATION
145		LARGE GUIDE SIGN DETAILS
		FOREST CREEK DR
146		EXISTING SIGNAL LAYOUT
147		PROPOSED SIGNAL MODIFICATION
148		SCHEDULES, SIGNING & PHASING
		GATTIS SCHOOL RD
149		PROPOSED SIGNAL LAYOUT
150		SCHEDULES, SIGNING & PHASING
		SH45 WBFR AND EBFR
151		WBFR - EXISTING INTERSECTION LAYOUT
152		EBFR — EXISTING INTERSECTION LAYOUT
153		WBFR - PROPOSED SIGNAL LAYOUT
154		EBFR - PROPOSED SIGNAL LAYOUT
155		SCHEDULES, SIGNING & PHASING
11 1 1 1 1 1 1 1 1 1 1 1 1 1	TION	
ILLUMINA 156 –	160	KENNEY FORT BLVD ILLUMINATION LAYOUT
156 -	100	REMARE FOR DEAD ILLUMINATION LATOUT

TRAFFIC & ILLUMINATION STANDARDS

TSR(1)-13 THRU TSR(5)-13 D&OM(1)-10, D&OM(5)-04, D&OM(VIA)-04 PM(1)-12 THRU PM(4)-12 FPM(1)-12 THRU FPM(3)-12

SMD(GEN)-08, SMD(SLIP-1)-08 THRU SMD(SLIP-3)-08, SMD(TWT)-08, SMD(FRP)-08 SMD(2-1)-08, SMD(2-2)-08, SMD(2-3)-08, SMD(2-4)-08, SMD(TY G)-08

SMD (8W1)-08, SMD (8W2)-08

WV & IZ-96

ED(1)-03 THRU ED(6)-03, ED(10)-03 & ED(13)-03 RID(LUM1)-07, RID(LUM2)-07, RID(FND)-11

RIP(1)-11 THRU RIP(4)-11

RS(1)-13

EROSION CONTROL

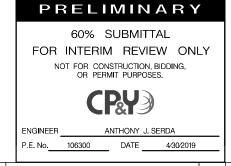
STORM WATER POLLUTION PREVENTION (SW3P)

EROSION CONTROL PLAN

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)

EROSION CONTROL STANDARDS

TCEQ REQUIREMENTS FOR RECHARGE ZONE (AUS DISTRICT) EC(1)-09, EC(2)-93 THRU EC(3)-93 CONCRETE RIPRAP FOR VEGETATION CONTROL (AUS DISTRICT)

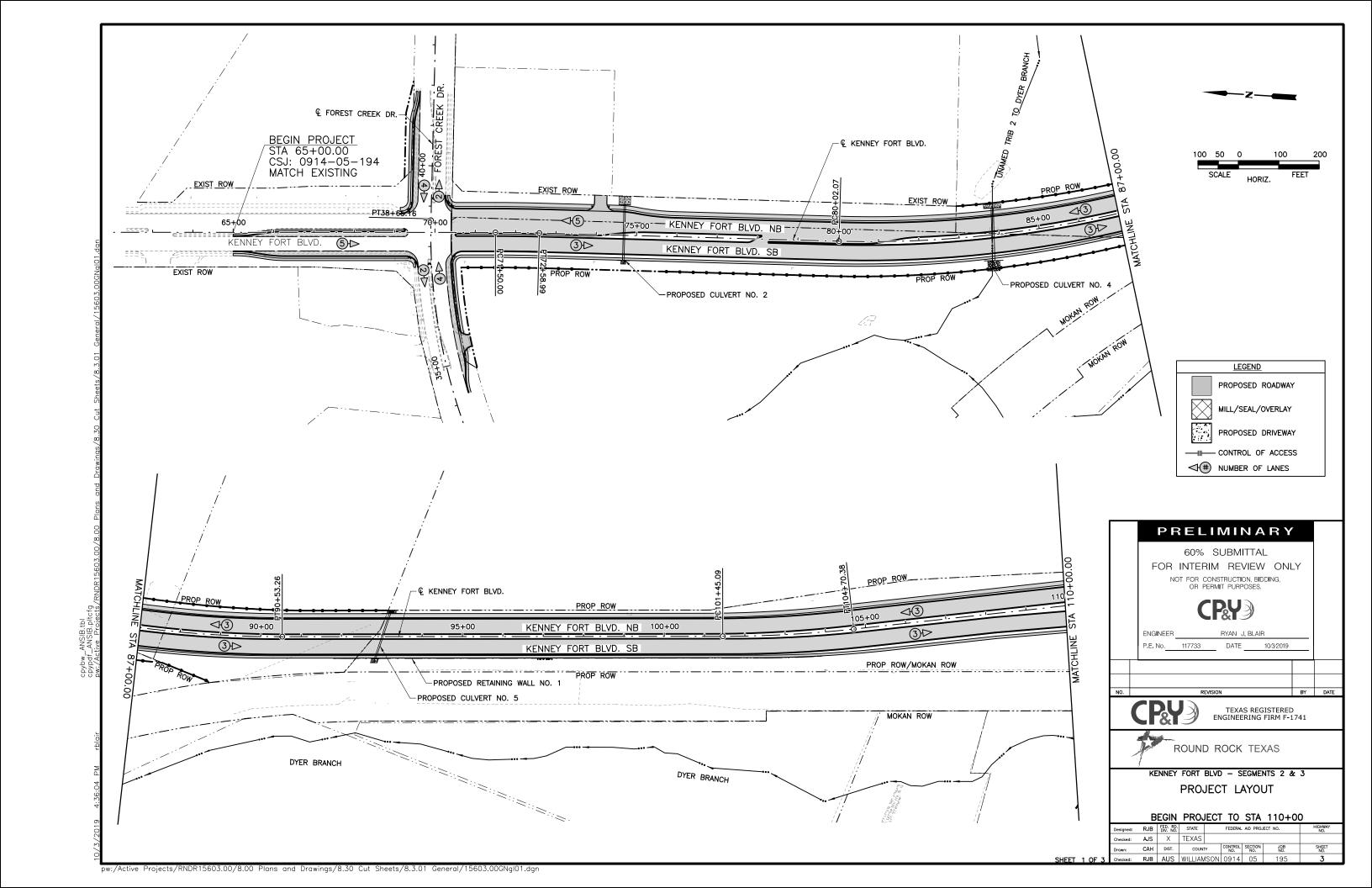


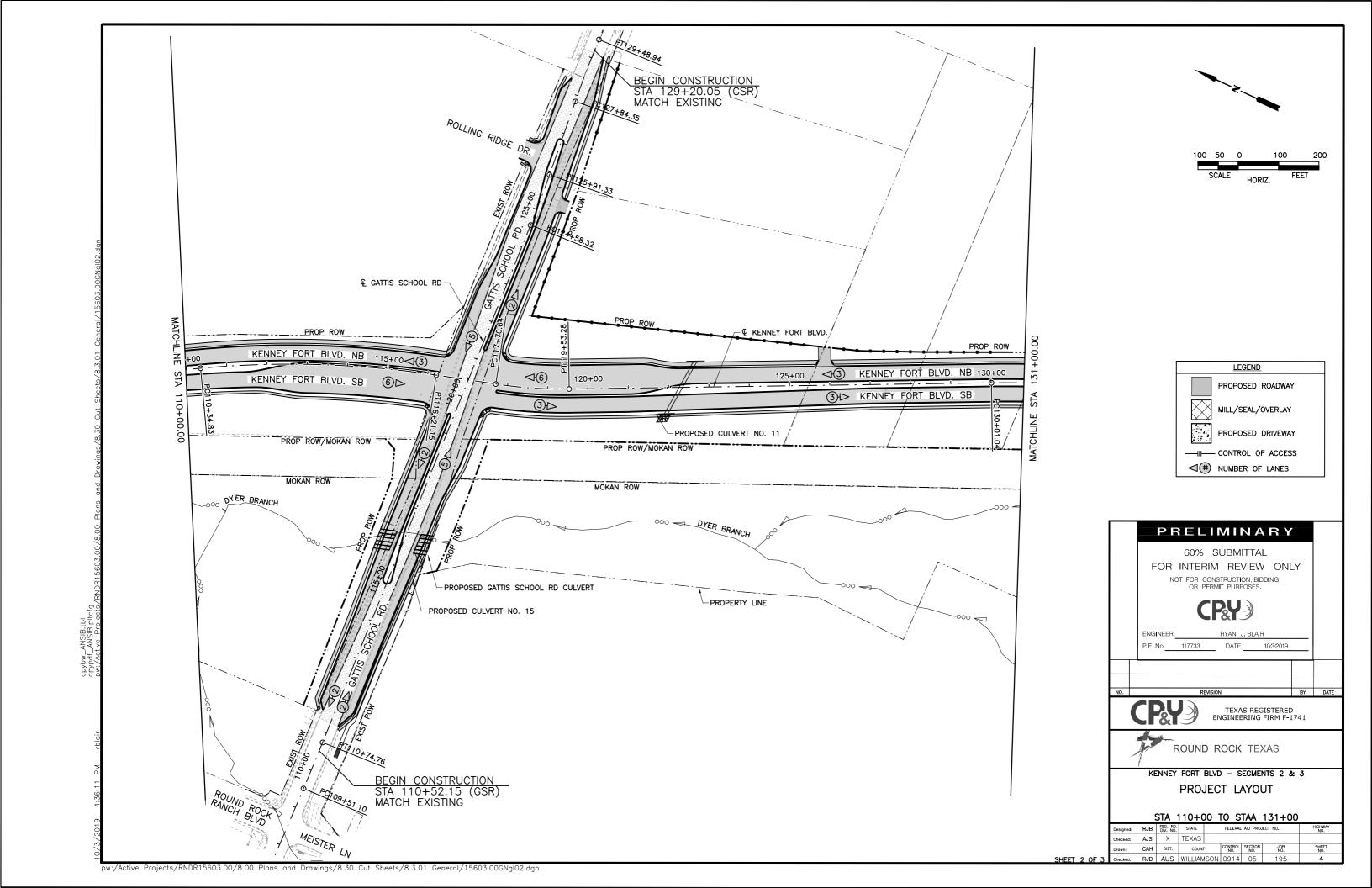
TEXAS REGISTERED ENGINEERING FIRM F-1741

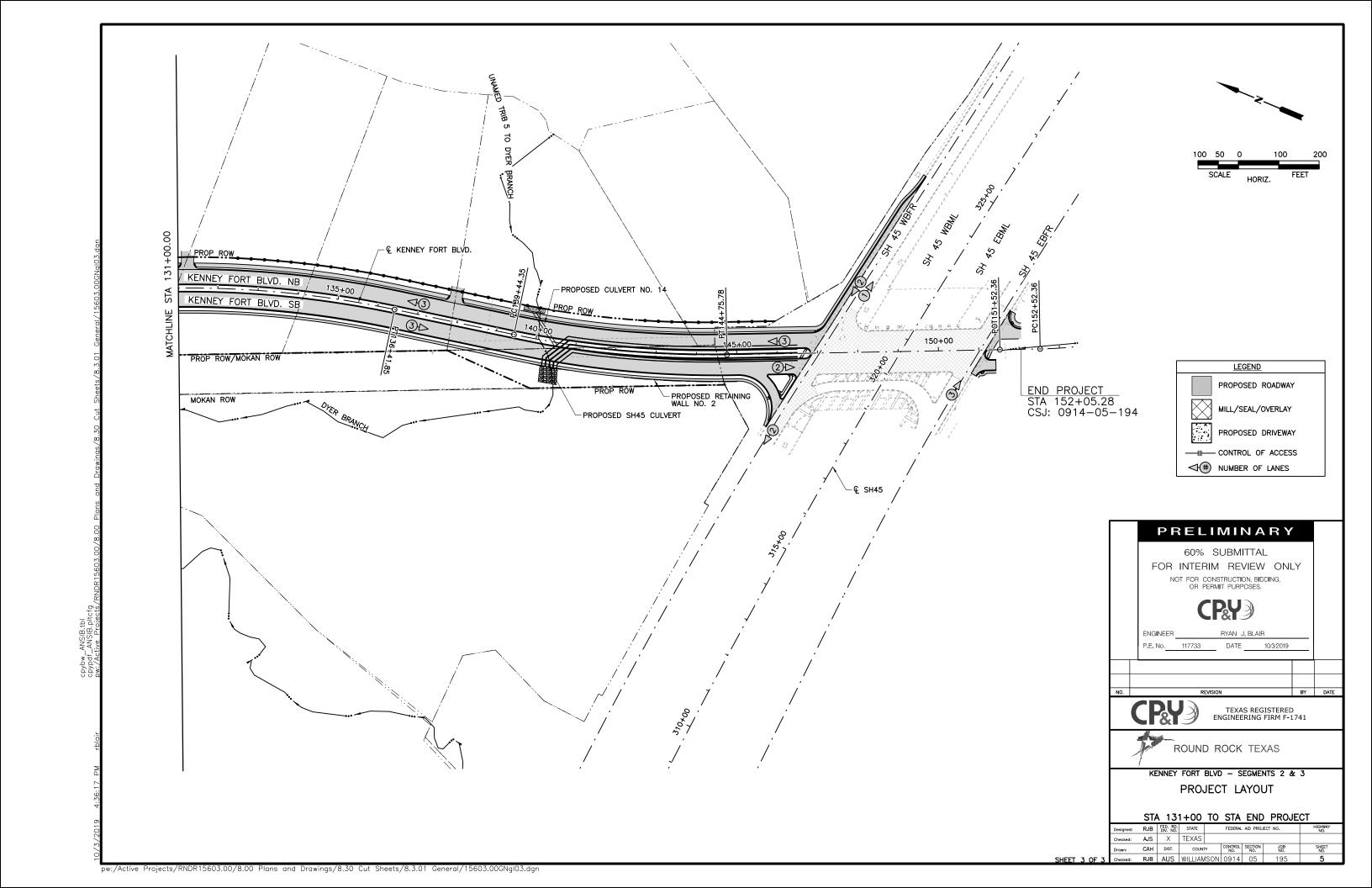


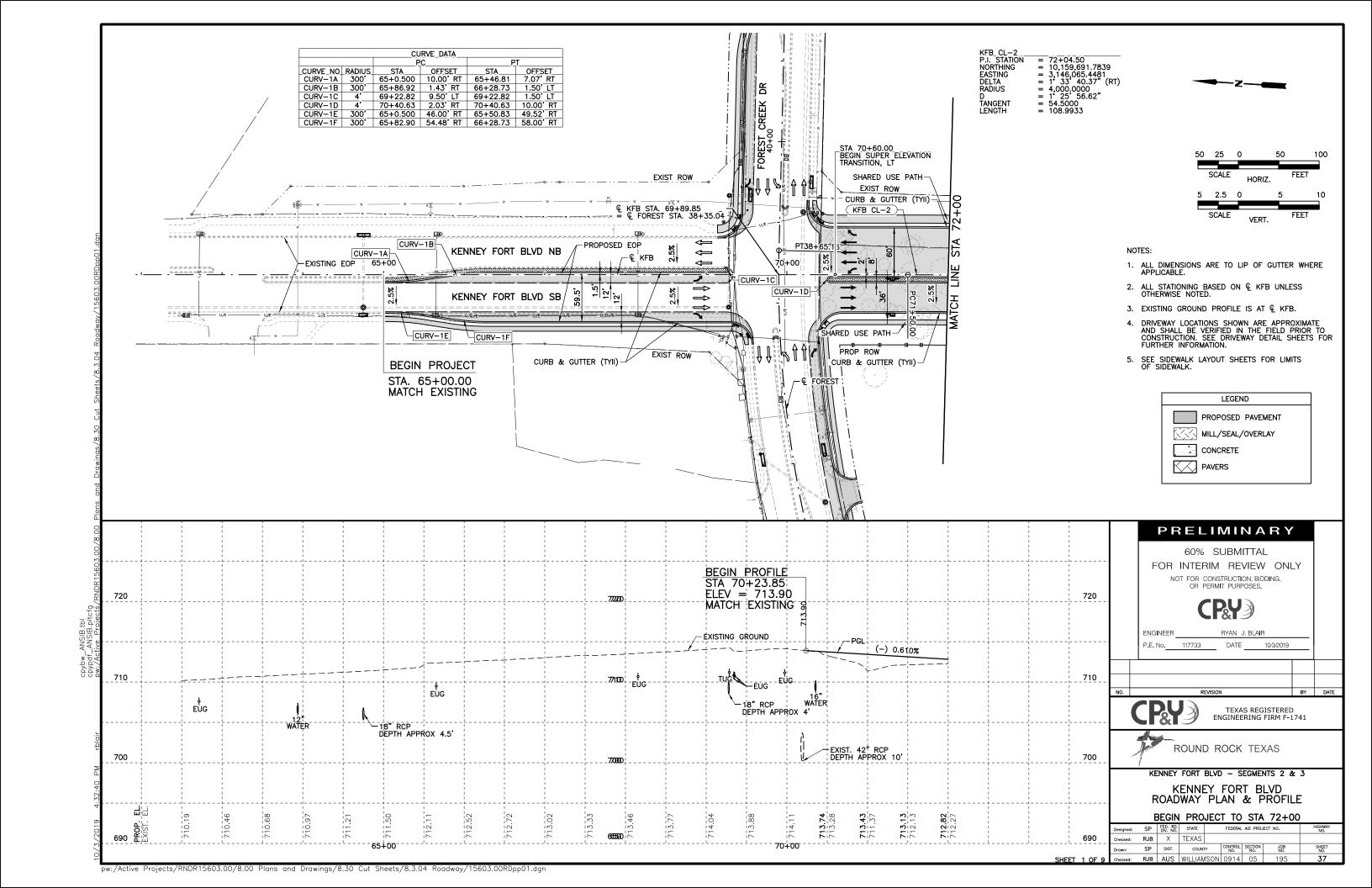
KENNEY FORT BLVD - SEGMENTS 2 & 3 SUPPLEMENTAL INDEX

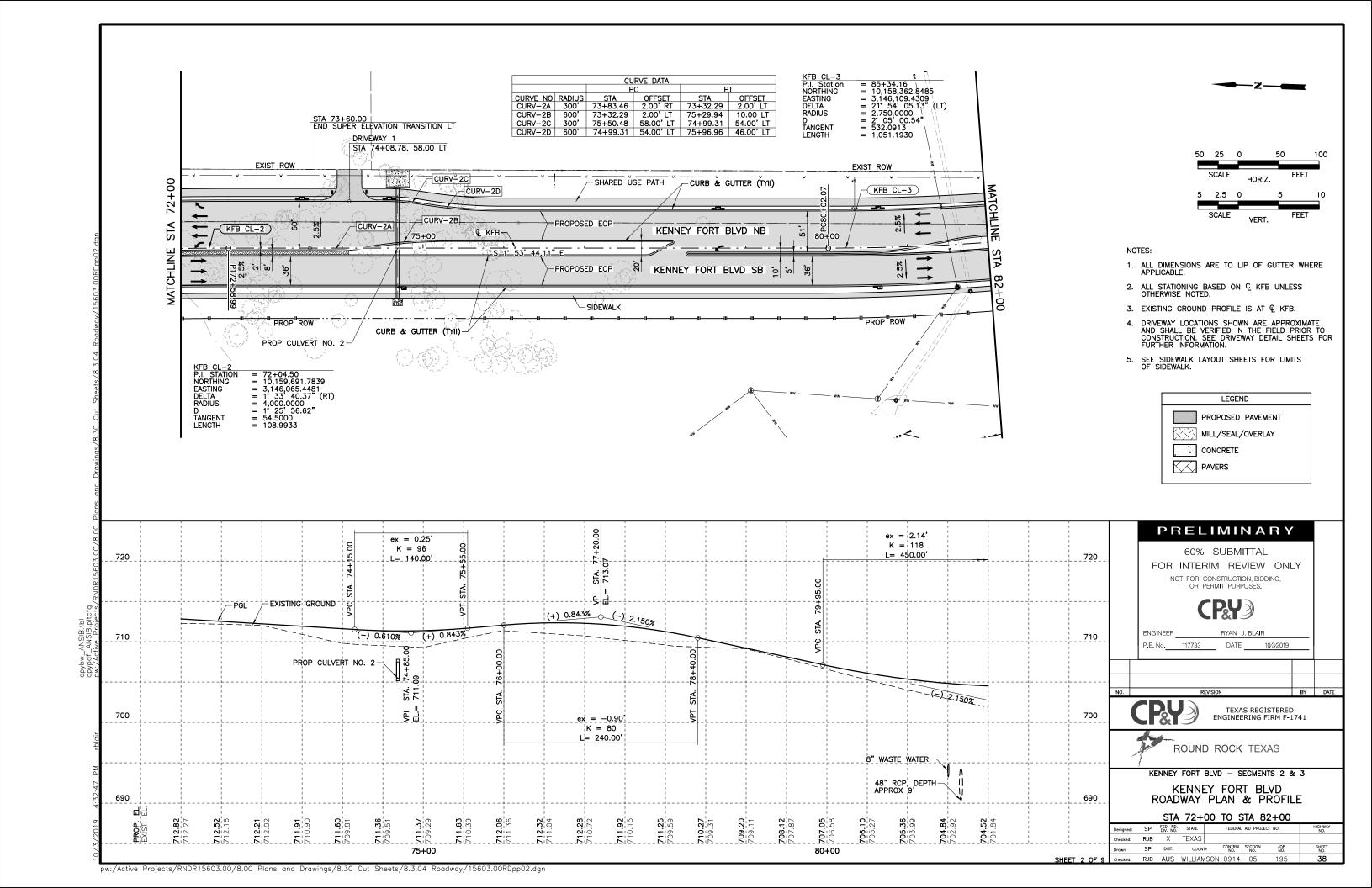
Designed: BLM FED. RD. DIV. NO. Checked: AJS X TEXAS BLM DIST. COUNTY CONTROL SECTION NO. NO.

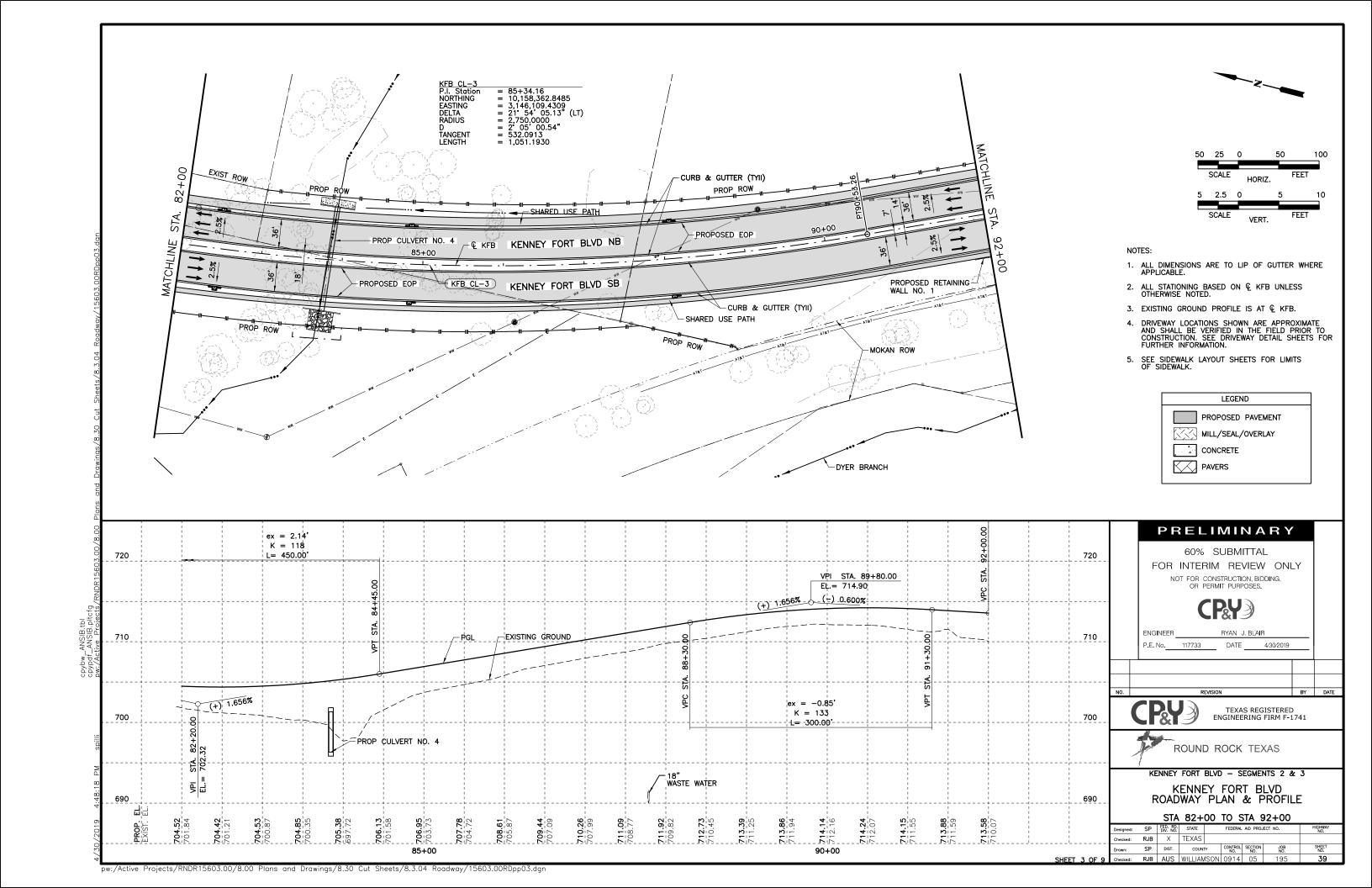


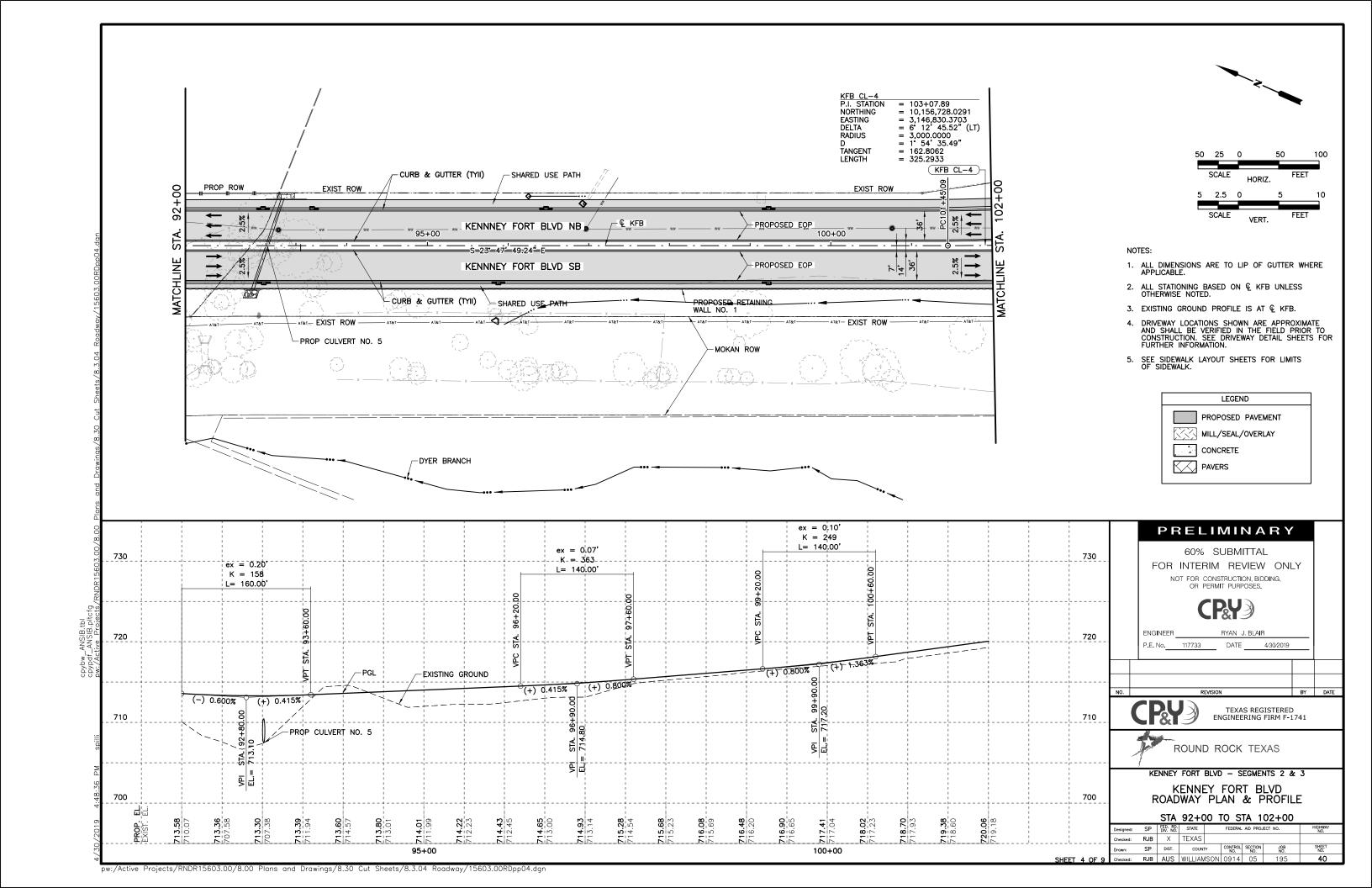


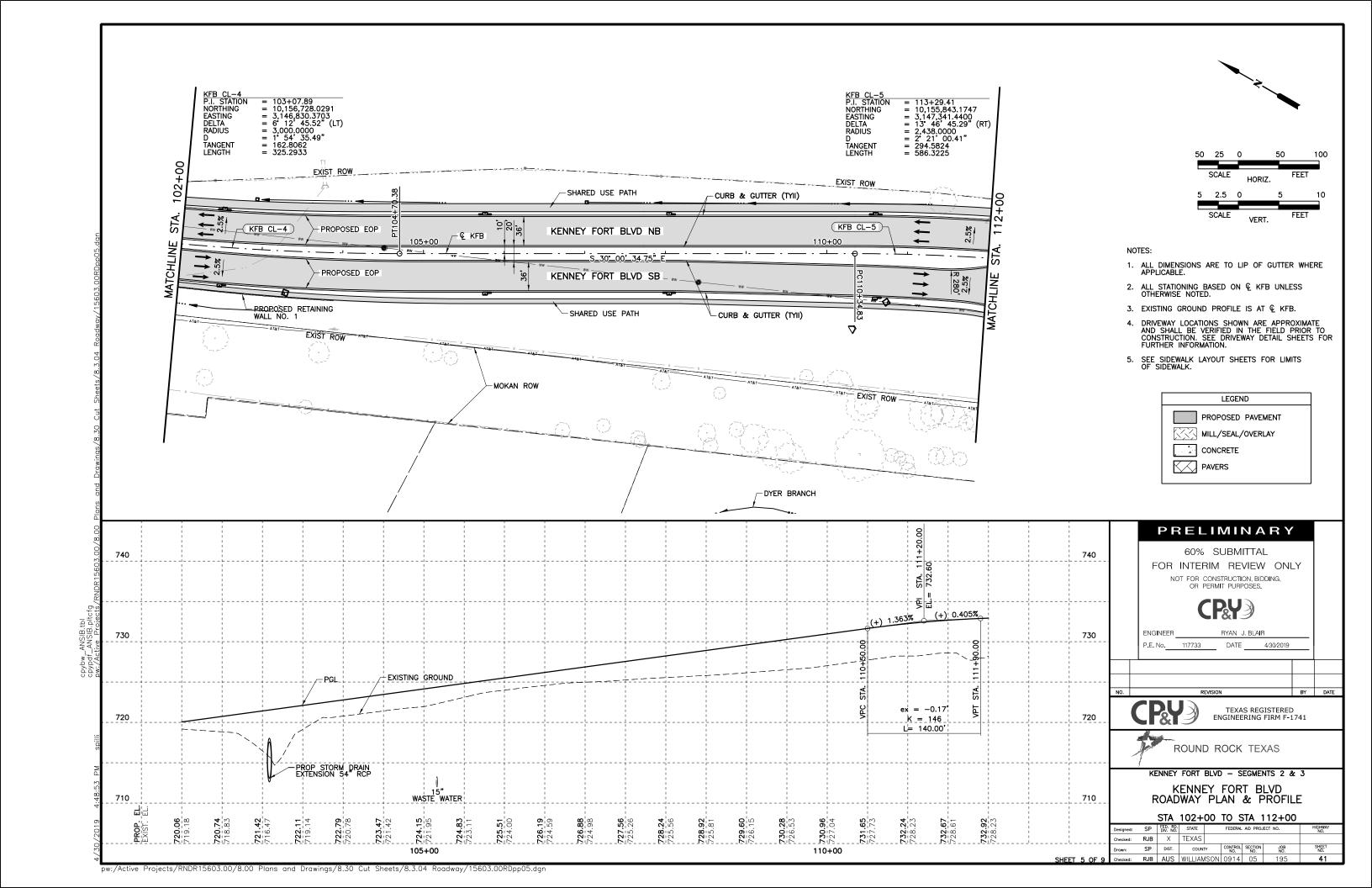


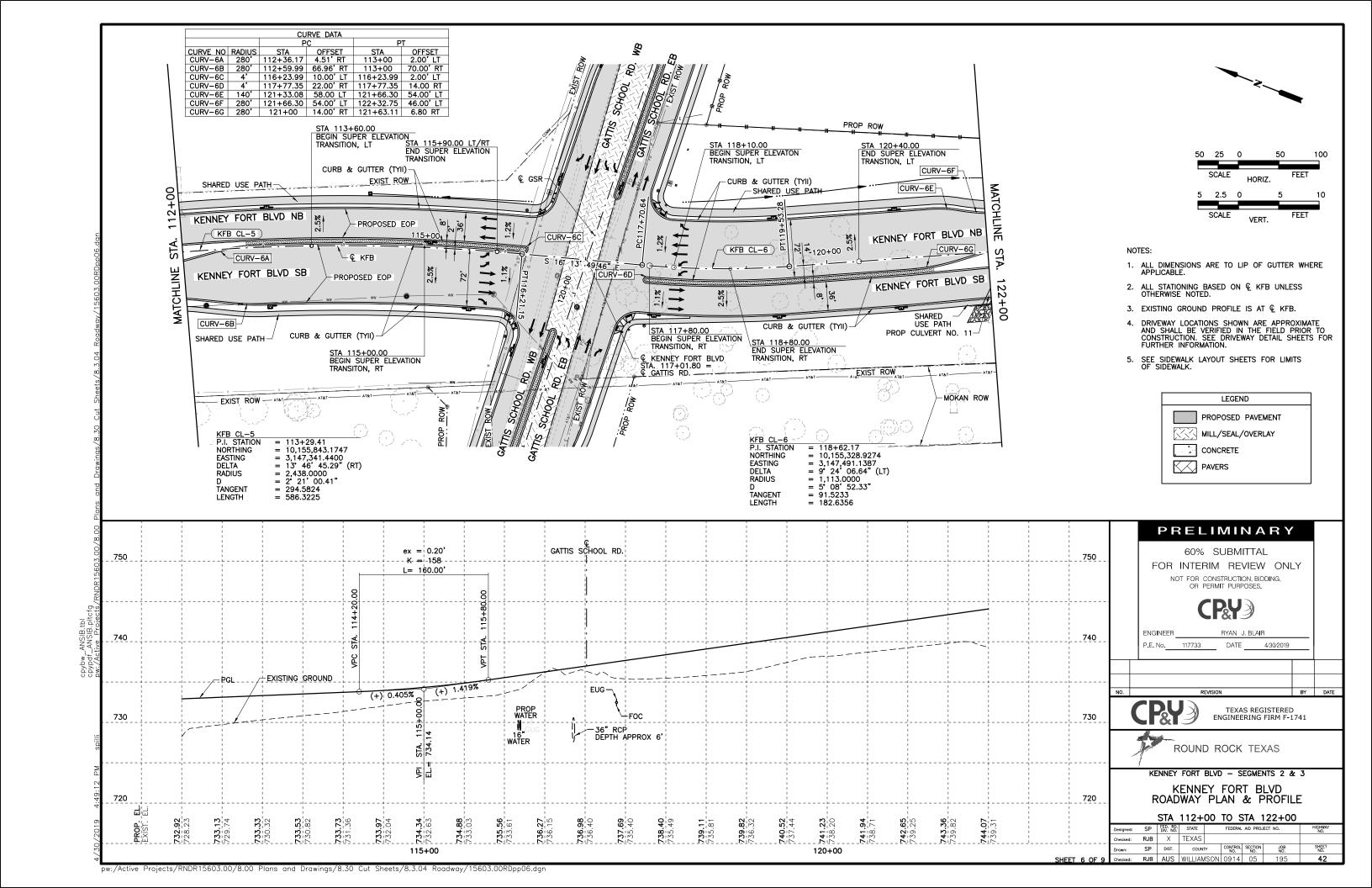


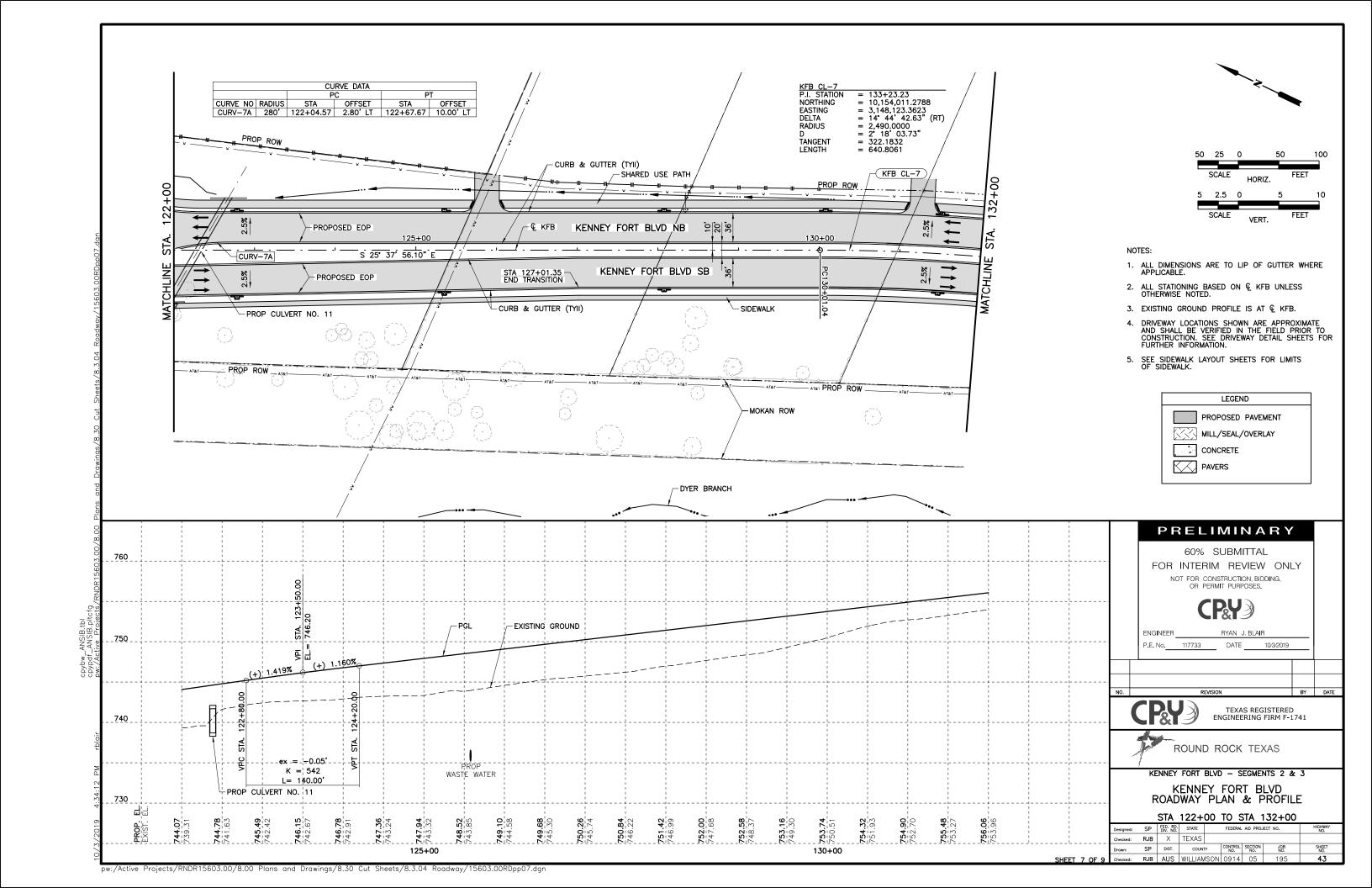


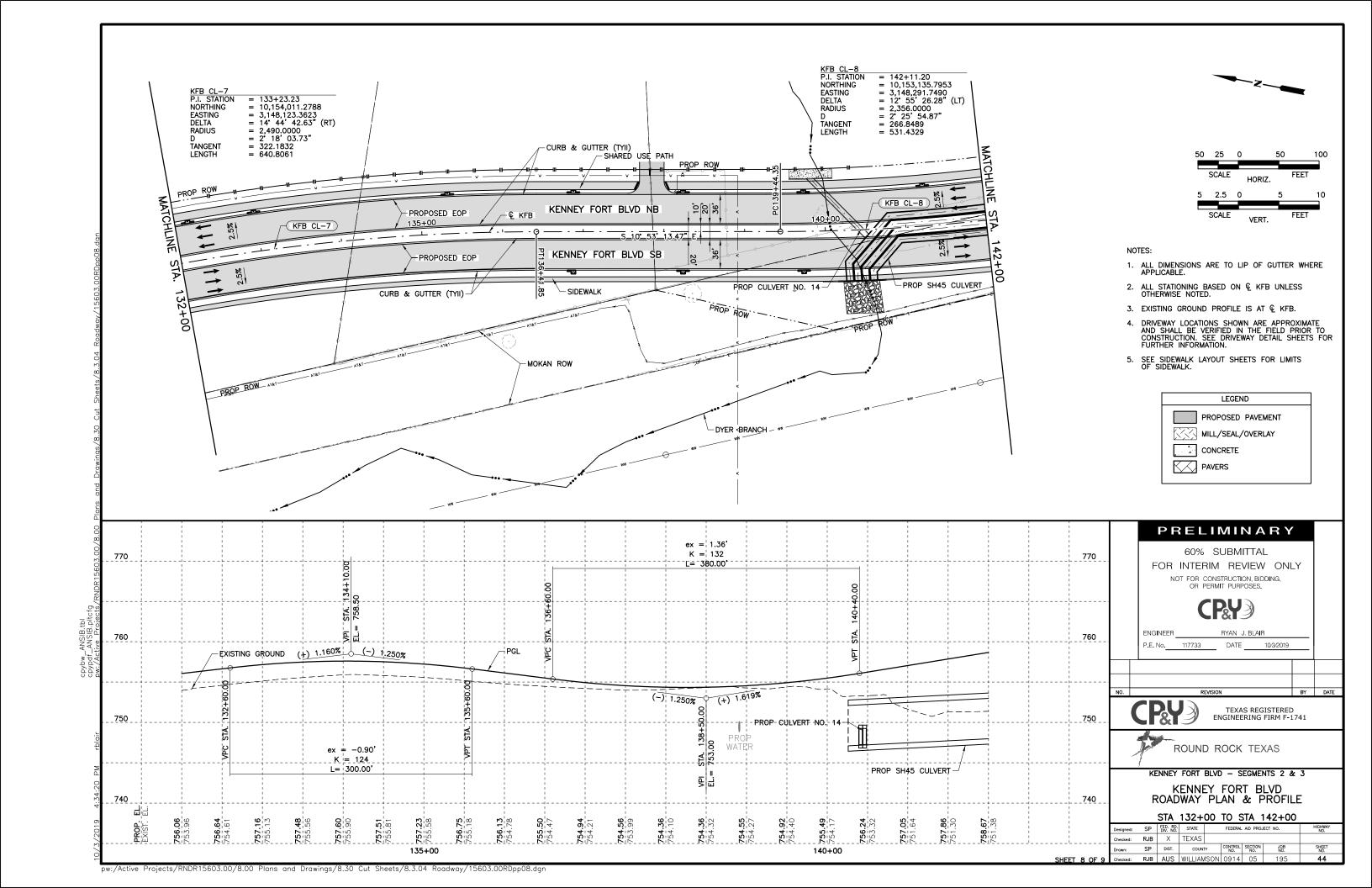


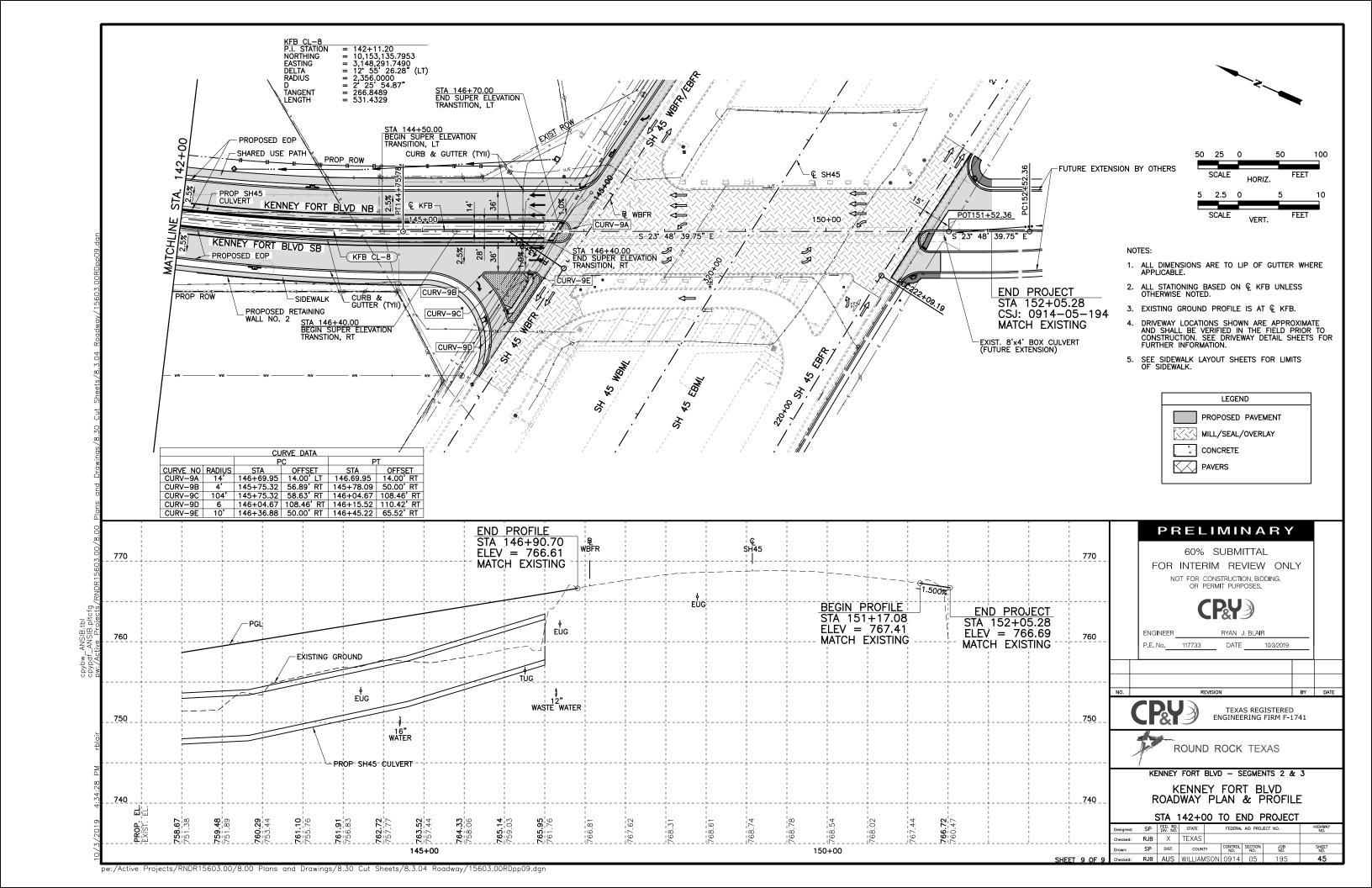


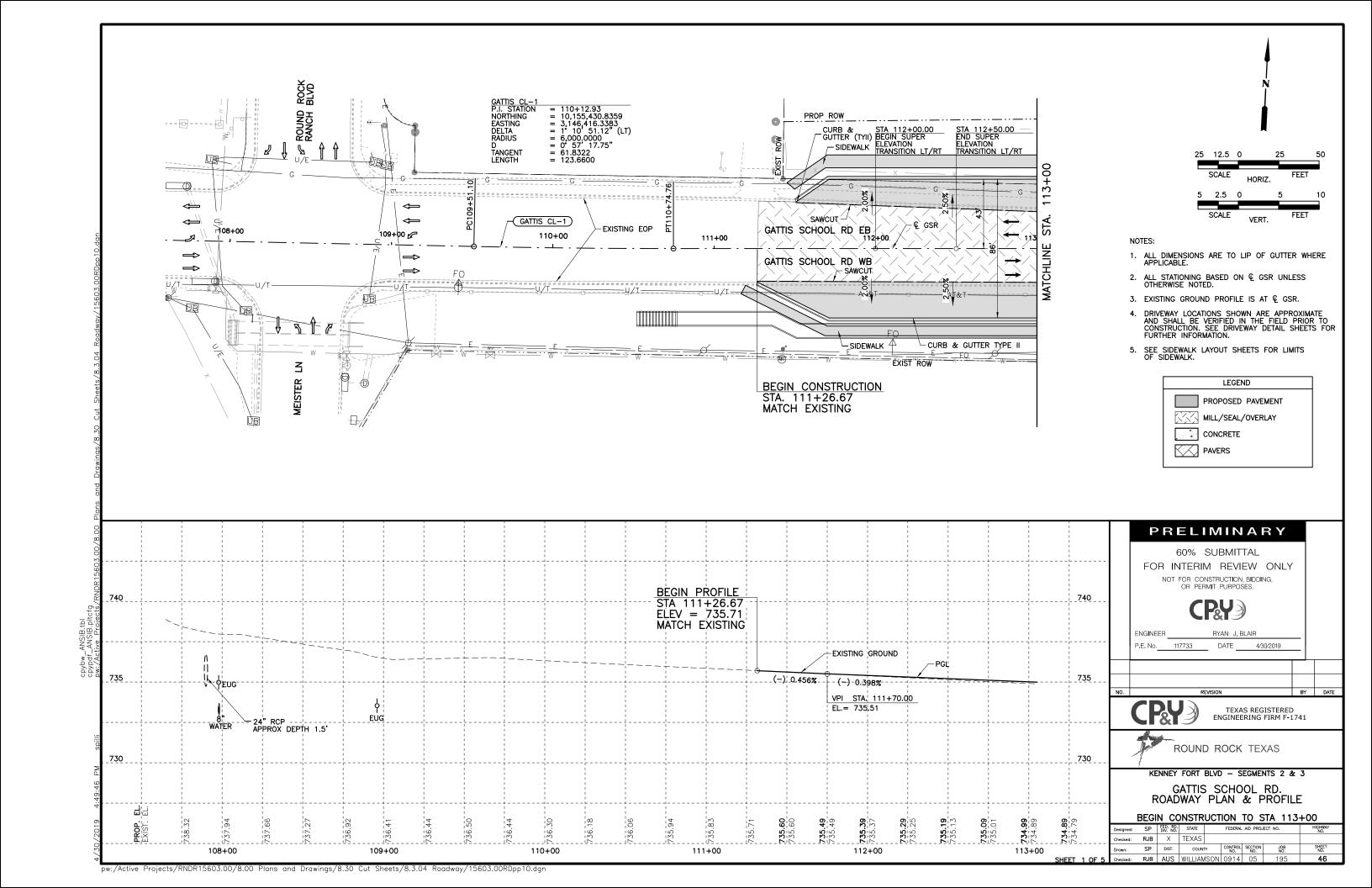


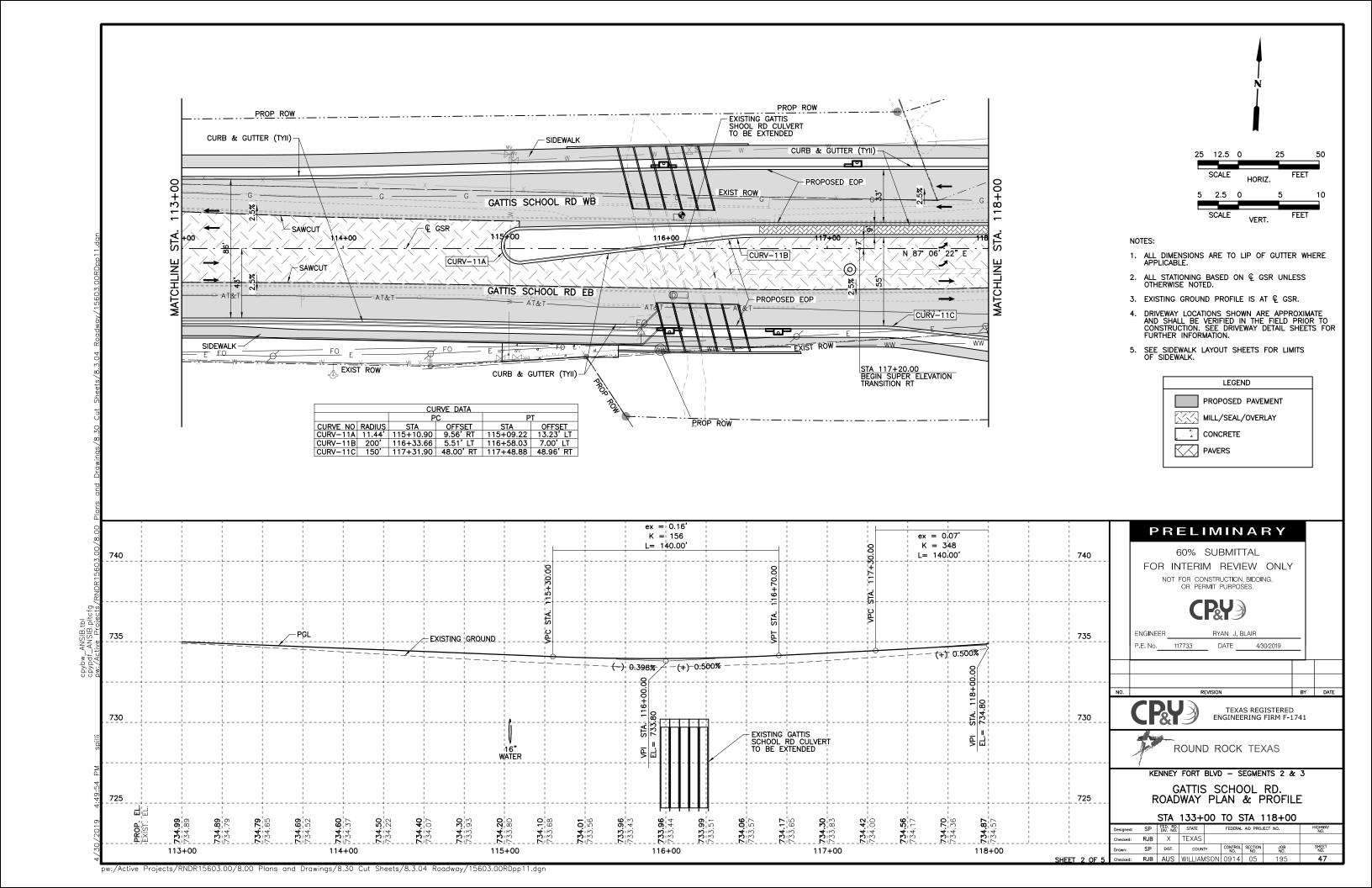


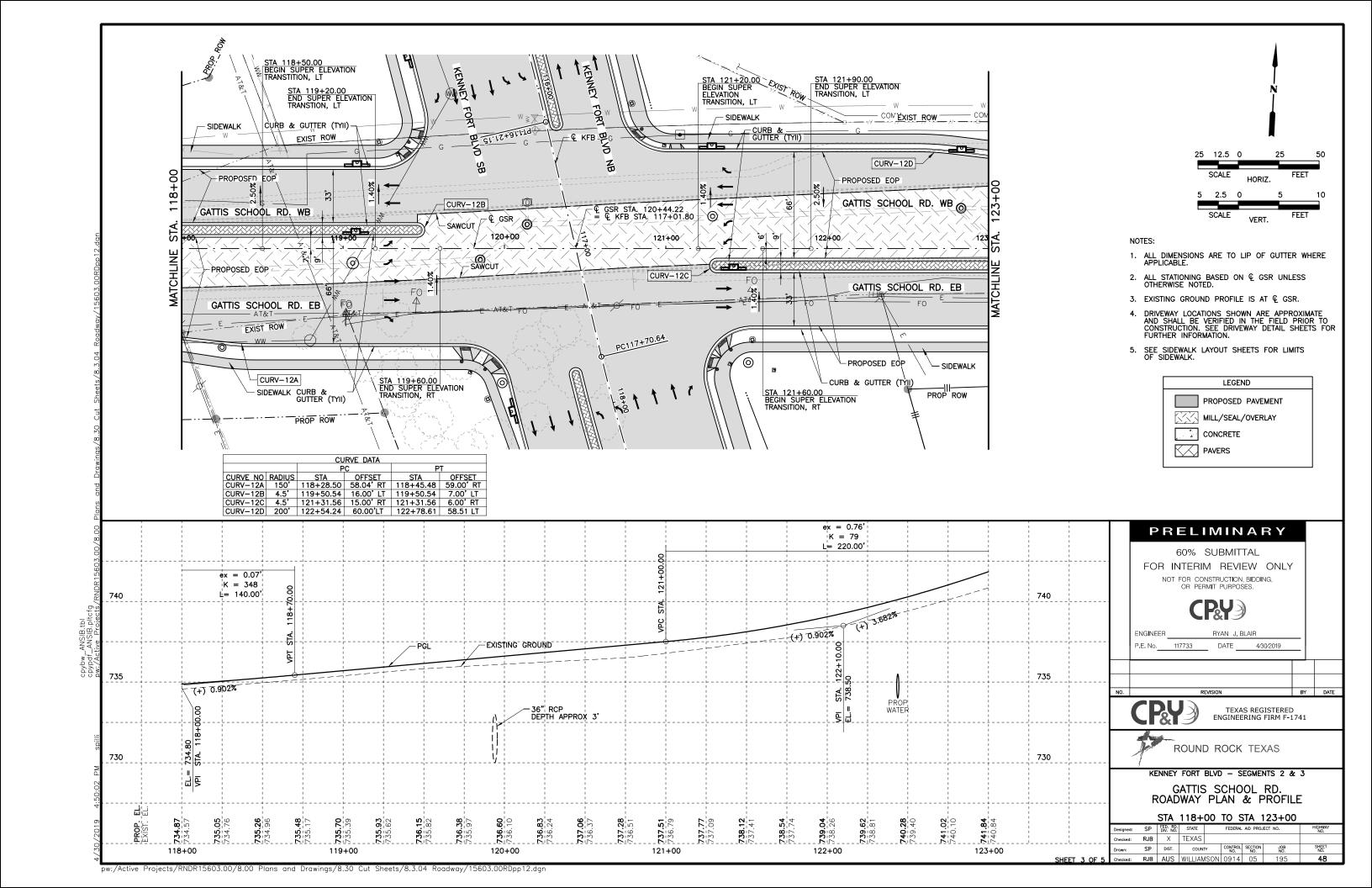


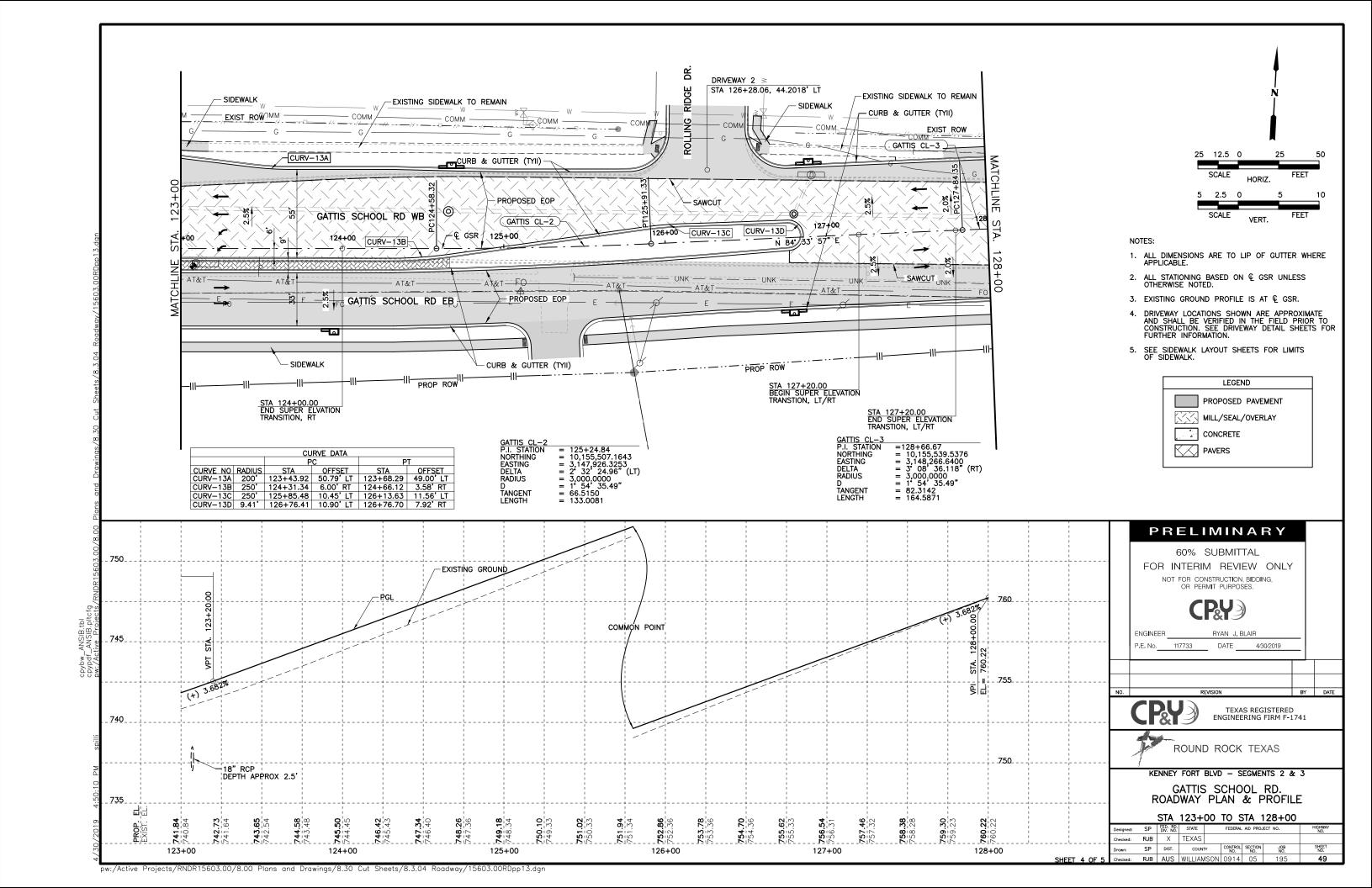


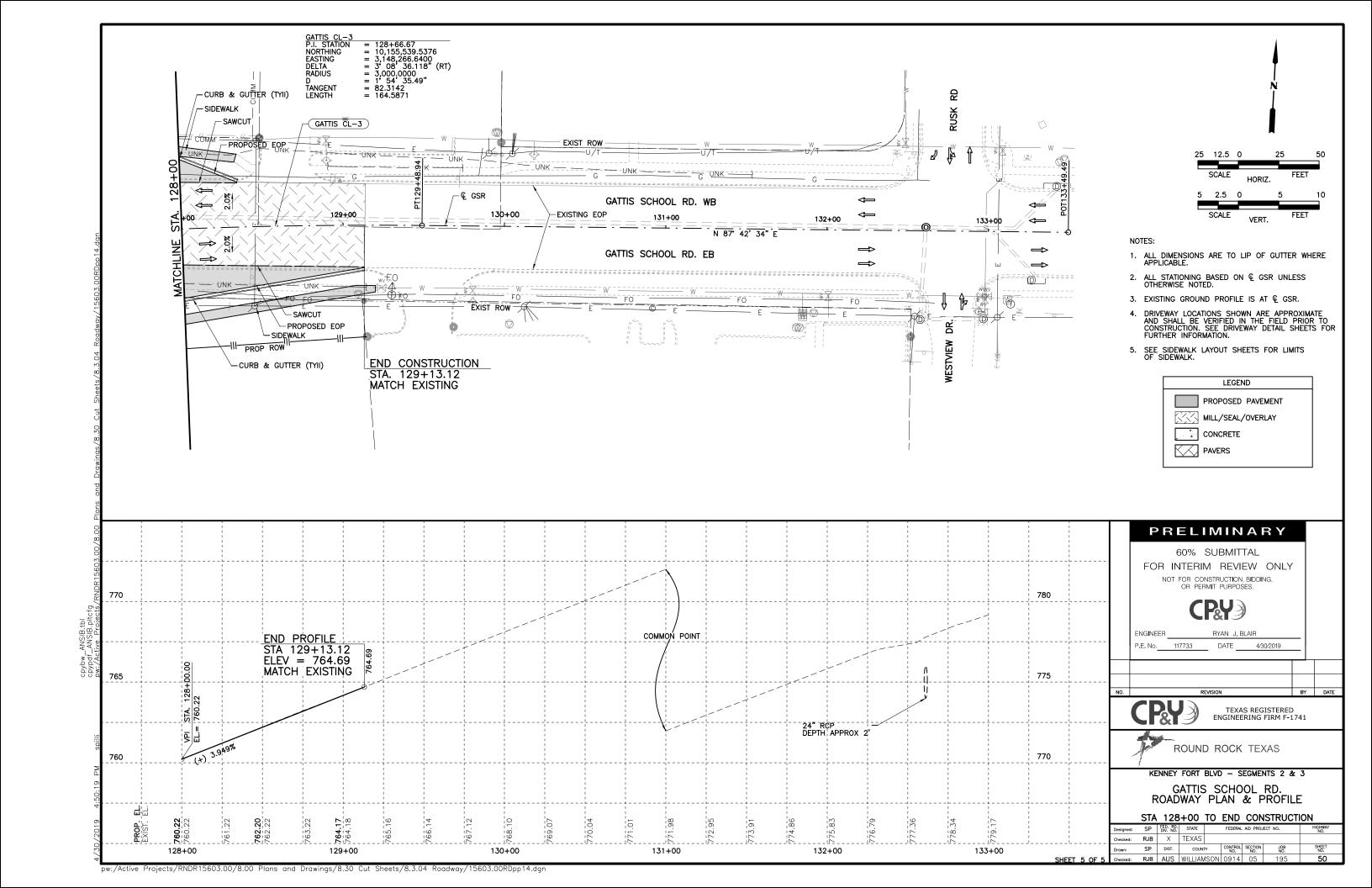


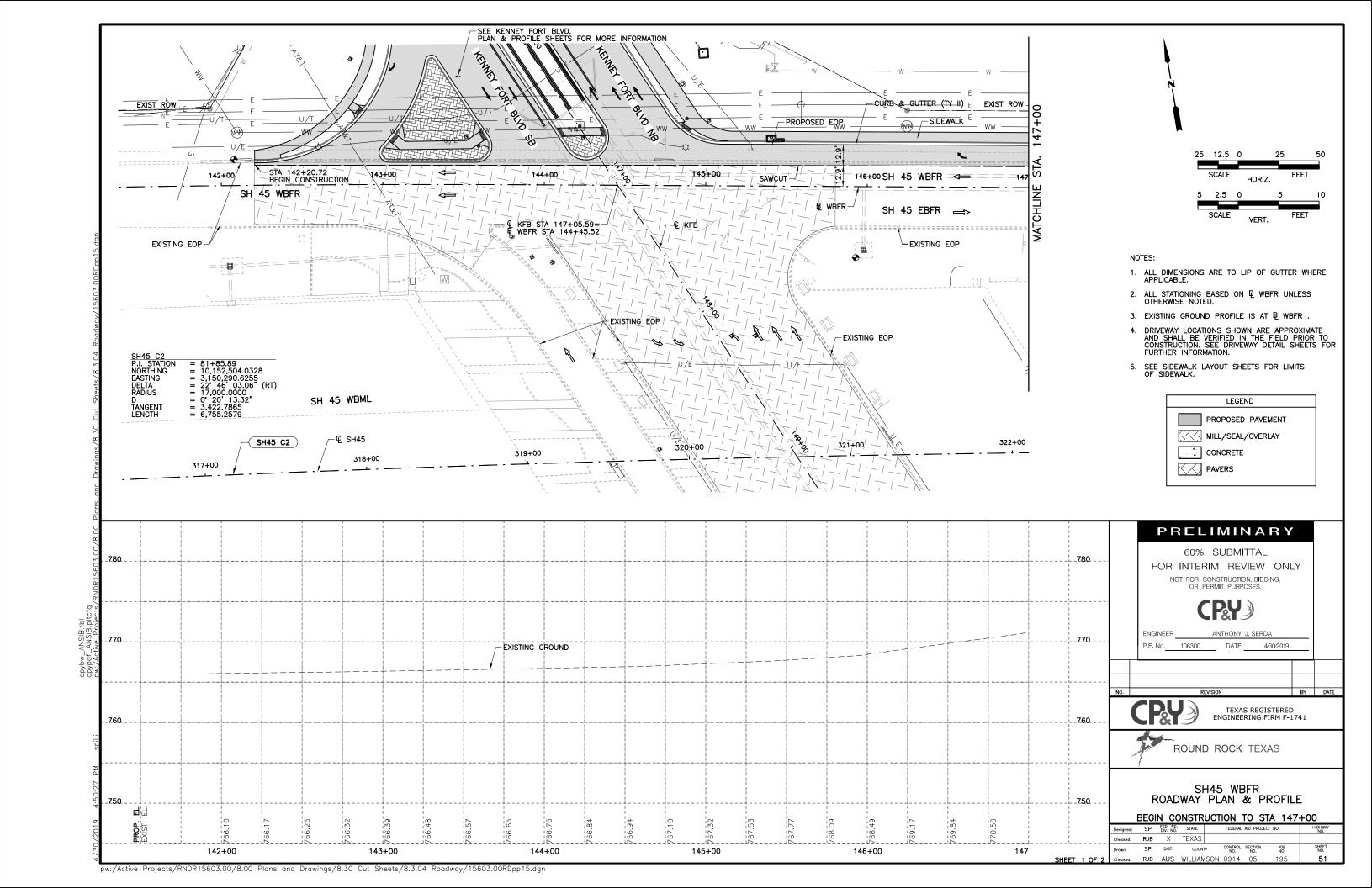












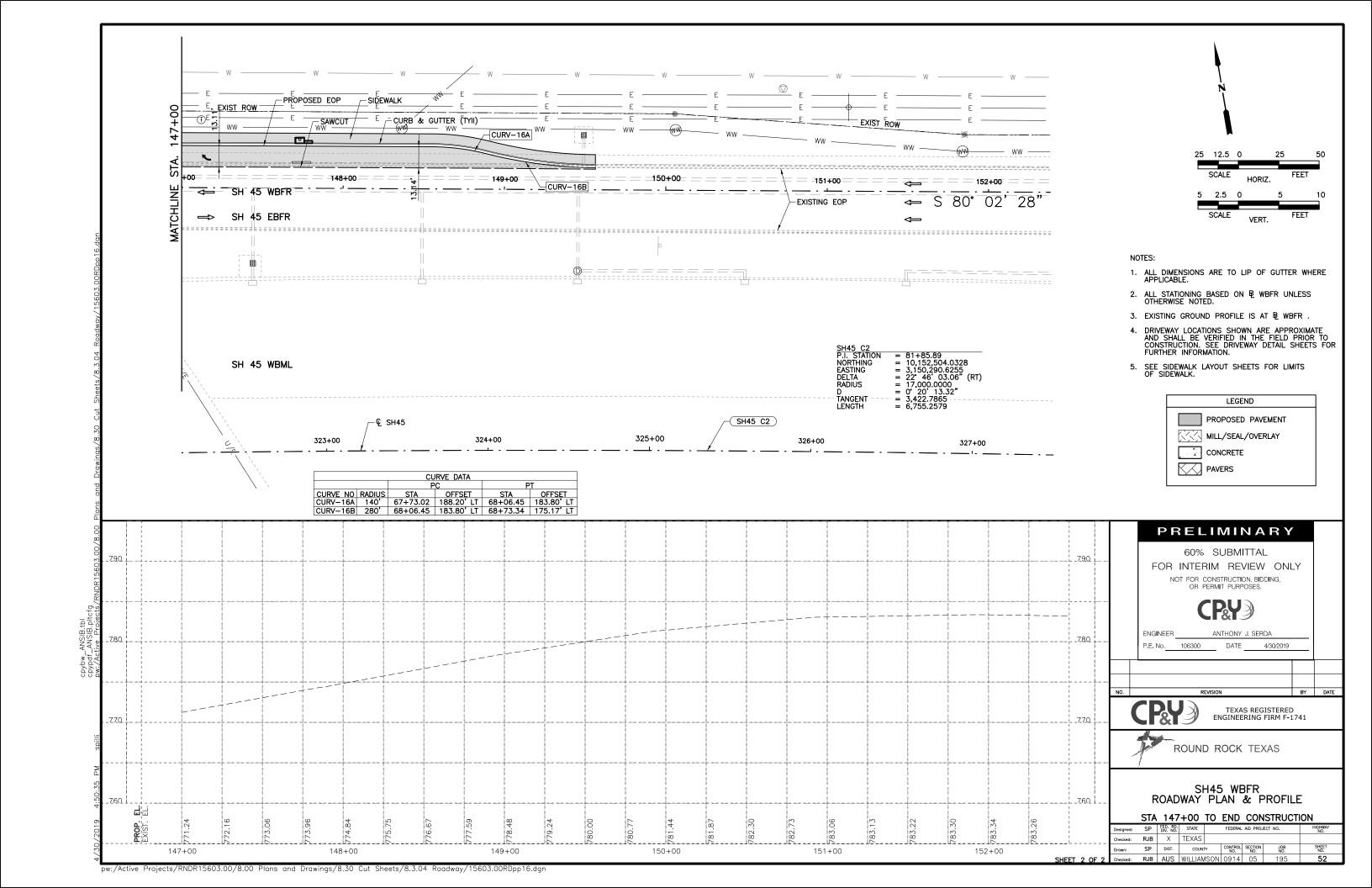


EXHIBIT C

Approved Construction Plans

To be made part of document prior to beginning of construction

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

EXHIBIT E

Attachment A (FHWA Additional Requirements)

To be made part of document if applicable



MULTIPLE USE AGREEMENT

STATE OF TEXAS	§				
COUNTY OF TRAVIS	§				
THIS AGREEM	ENT made by the S	State of Texas by and	d between the	Texas Depa	rtment of
Transportation, hereinat	fter referred to as "S	State", party of the fir	st part, and		
City of Round Rock		, hereinafte	r called	the City	1
party of the second part	, is to become effec	tive when fully execu	uted by both p	arties.	
		WITNESSETH			
WHEREAS, on the	a5+h day of	Amil	,	20-20 2019 ,	the governing
body for the the	City , enter	April red into Resolution/O	rdinance No.	R-2019-0	
hereinafter identified by	reference, authorizi	ing the the (City 's	participation	in this
agreement with the Stat	e; and	(New York of the Control of the Cont			
WHEREAS, the	e the City	has requeste	d the State to	permit the co	nstruction,
maintenance and opera	tion of a public	Extens	ion of Arterial	Α	
on the highway right of	way, (ROADWAY	S. Kenney Fort Blvd	CONTROL	SECTION N	O. E004-55.).
(General description of a	area including eithe	r the control number	or GPS coord	linates.)	
Gattis School Road (CS	J E004-55) and Sta	te Hwy 45 (CSJ 068	3-06)		
shown graphically by the	e preliminary conce	ptual site plan in Exh	nibit "A" and be	eing more spe	ecifically
described by metes and	bounds of Exhibit "	B", which are attache	ed and made	a part hereof;	and
				•	
WHEREAS, the	State has indicated	d its willingness to ap			
and other uses condition	ned that the	the City will	l enter into ag	reements with	n the State for
the purpose of determin	ing the respective re	esponsibilities of the	the C	ity a	nd the State with
reference thereto, and c	onditioned that such	n uses are in the pub	olic interest an	d will not dan	nage the highway
facilities, impair safety, in	mpede maintenance	e or in any way restri	ict the operation	on of the high	way facility, all as
determined from engine	ering and traffic inve	estigations conducted	d by the State		×

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

the C	ty will prepare or provide for the construction plans for the facility, and will provide
for the constru	iction work as required by said plans at no cost to the State. Said plans shall include the
design of the	access control, necessary horizontal and vertical clearances for highway structures
adequate land	scape treatment, adequate detail to ensure compliance with applicable structural design
standards, su	ficient traffic control provisions, and general layout. They shall also delineate and define
the constructi	on responsibilities of both parties hereto. Completed plans will be submitted to State for
review and ap	proval and when approved shall be attached to the agreement and made a part thereo
in all respects	. Construction shall not commence until plans have been approved by the State. Any
future revision	ns or additions shall be made after prior written approval of the State. Any sidewalks
•	and other pedestrian elements to be constructed, either on site or off site, by the
the Cit	shall be in accordance with the requirements of Title II of the Americans With
	t (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the
the City	and found not to comply with ADA or TAS shall be corrected at the entire expense
of the	the City

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^{1}/_{2}$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

RESPONSIBILITIES Timely maintenance, re

6.

Timely maintenance, repair and operation of the facility s	shall be entirely	the responsibility of the
the City . Such responsibility shall no	t be transferred	d, assigned or conveyed to
a third party without the advanced written approval of the	e State. These re	esponsibilities expressly
include the timely maintenance and repair of any portion	of the facility ne	ecessary to comply with the
Americans with Disabilities Act. Further, such responsibilities	lity shall include	picking up trash, mowing and
otherwise keeping the facility in a clean and sanitary cor	ndition, and surve	eillance by police patrol to
eliminate the possible creation of a nuisance or hazard to	o the public. Ha	zardous or unreasonably
objectionable smoke, fumes, vapor or odors shall not be	permitted to rise	e above the grade line of the
highway, nor shall the facility subject the highway to haz	ardous or unrea	sonably objectionable
dripping, droppings or discharge of any kind, including ra	ain or snow.	
If the State determines that the City h	as failed to com	ply with these responsibilities
it will perform the necessary work and charge	he City	the actual cost of the work.
FEES		
Any fees levied for use of the facilities in the area shall	be nominal and	no more than are sufficient to
defray the cost of construction, maintenance and oper	rations thereof,	and shall be subject to State
approval.		
A. Retention Period. The the City	shall maintain	all books, documents, papers,
accounting records and other evidence pertaining to	o fees collected	and costs (hereinafter called
the Records). The the City shall m	nake the records	s available during the term of
the Agreement and for four years from the date the	Agreement is to	erminated, until completion of
all audits, or until pending litigation has been comple	etely and fully res	solved, whichever occurs last.
B. Audit Report. If fees are collected by the	the City	for the use of the facility
under this agreement, the the City	will provide the	 e State an annual audit report
detailing the fees collected for the use of the facility	y and the costs	associated with constructing,
maintaining, and operating the facility within the s	ame period. If	the report shows more fees
collected than expenses for the construction, op the City must provide a multiple ve	,	intenance of the facility the g how the additional revenue
will be used for construction, operation, or maintena	•	_

Form 2044 (Rev. 10/18) Page 4 of

Page	e 4 of 10
	C. Availability. The State or any of its duly authorized representatives, the Federal Highway
	Administration, the United States Department of Transportation, Office of Inspector General, and
	the Comptroller General shall have access to the the City 's records that are
	directly pertinent to this Agreement for the purpose of making audits and examinations.
7.	TERMINATION UPON NOTICE
	This provision is expressly made subject to the rights herein granted to both parties to terminate this
	agreement upon notice, and upon the exercise of any such right by either party, all obligations herein
	to make improvements to said facility shall immediately cease and terminate and
	the City shall be responsible for the facility's timely removal at no cost to the State.
	If the State determines that has failed to timely remove the facility, it will
	perform the necessary work and charge the City the actual cost of the work.
8.	MODIFICATION/TERMINATION OF AGREEMENT
	If in the sole judgment of the State it is found at any future time that traffic conditions have so
	changed that the existence or use of the facility is impeding maintenance, damaging the highway
	facility, impairing safety or that the facility is not being properly operated, that it constitutes a
	nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in
	the public interest, this agreement under which the facility was constructed may be: (1) modified if
	corrective measures acceptable to both parties can be applied to eliminate the objectionable features
	of the facility; or (2) terminated and the use of the area as proposed herein discontinued.
9.	PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS
	All structures located or constructed within the area covered by the agreement shall be fire resistant.
	The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be
	a potential fire hazard shall be subject to regulation by the State.
10.	RESTORATION OF AREA
	The the City shall provide written notification to the State that such facility will be
	discontinued for the purpose defined herein. The the City shall, within thirty (30) days

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

from the date of said notification, clear the area of all facilities that were its construction responsibility

under this agreement and restore the area to a condition satisfactory to the State.

12. INDEMNIFICATION

The City

AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE
FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT
DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A
PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS
AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR __2020__, THE _____ROUND ROCK ____(CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

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17. CIVIL RIGHTS ASSURANCES

	Nothing in this agreement shall be constitued as creating any hability in lavor of any third party
	against the State and the Additionally, this agreement shall not ever be
	construed as relieving any third party from any liability against the State. Furthermore, the
	the City shall become fully subrogated to the State's rights of recovery and shall be
	entitled to maintain any action over and against any third party who may be liable for damages. The
	State agrees to execute and deliver instruments and papers and to otherwise do that which is
	necessary to secure such rights.
13.	INSURANCE
	The, shall provide necessary safeguards to protect the public on State
	maintained highways including adequate insurance for payment of any damages which might result
	during the construction, maintenance, repair and operation of the facility.
	shall include TxDOT as an additional insured by endorsement in the City 's
	commercial general liability insurance policy. Prior to beginning work on the State's right of way, the
	the City 's construction contractor shall submit to the State a completed insurance
	form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the
	required coverage during the construction of the facility.
4.4	HOE OF DIGHT OF WAY
14.	USE OF RIGHT OF WAY
	It is understood that the State by execution of this agreement does not impair or relinquish the State's
	right to use such land for highway purposes when it is required for the construction or re-construction
	of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be
	construed as abandonment by the State of such land acquired for highway purposes, and the State
	does not purport to grant any interest in the land described herein but merely consents to such use to
	the extent its authority and title permits.
15.	ADDITIONAL CONSENT REQUIRED
	The State asserts only that it has sufficient title for highway purposes. The the City
	shall be responsible for obtaining such additional consent, permits or agreement as may be
	necessary due to this agreement. This includes, but is not limited to, appropriate permits and
	clearances for environmental, ADA and public utilities.
16.	FHWA ADDITIONAL REQUIREMENTS
	If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states
	additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal
	Regulations, § 710, shall be attached to and become a part of this agreement.
	rrogalations, 3 i 10, shall be attached to and become a part of this agreement.

The _____ , for itself, its personal representatives, successors and interests and

assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The	State	may	conduct	an	audit	or	investi	igation	of	any	as	pect	of	this	ag	ree	ment	t.	The
	the (City	m	ıust p	rovide	the	State	with a	cces	s to a	any i	nfor	nati	on th	e S	tate	on:	side	rs
relev	ant to th	he inv	estigatio	n or	audit.	Th	ie audi	it can	inclu	de, b	ut i	s no	t lim	nited	to,	any	/ con	trac	t for
cons	truction	or mai	intenance	e of a	ny fac	ility	or stru	cture a	utho	rized	by t	his a	gre	emer	ıt or	an	у		
contr	act to pr	rovide	a service	e to th	he		the C	City		if th	at se	ervic	e is	auth	oriz	ed k	by thi	is	
agre	ement.																		

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)				
Texas Department of Transportation	The City of Round Rock				
Maintenance Division	Transportation Office				
125 East 11th Street	3400 Sunrise Road Round Rock, Texas 78665				
Austin, Texas 78701-2483					

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

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IN WITNESS WHEREOF, the parties have here	eunto affixed their signature, the lay of, 2020, and the								
State on the day of									
	STATE OF TEXAS Executed and approved for the Texas								
(Name of other party) By:	Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs								
Signature	heretofore approved and authorized by the Texas Transportation Commission.								
Printed Name	By: Director, Maintenance Division								
Title	Printed Name								
Agency	Date								
Contact Office and Telephone No.	APPROVAL RECOMMENDED:								
	District Engineer								
	Tucker Ferguson, P.E. Printed Name								
	Date								

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

- 1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
- 2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
- 3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
- 4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

SUPPORTING RESOLUTION or ORDINANCE

RESOLUTION NO. R-2019-0160

WHEREAS, the City of Round Rock ("City") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way; and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the MoKan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and Capitol Metro entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Order 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, would henceforth be called SH 130; and

WHEREAS, SH 130 was designated as a tolled, controlled access facility, with a project scope and alignment changed significantly from that described in Minute Order 83157; and

WHEREAS, due to these significant changes, it was deemed necessary to revise right-of-way acquisition and utility adjustment participation requirements as stated in Minute Order 83157 and the May 22, 1989 ILA; and

WHEREAS, TxDOT, in Minute Order 108874, ordered that the right-of-way acquisition and utility adjustment participation requirements in Minute Order 83157 be rescinded; and

WHEREAS, all other provisions in Minute Order 83157 remain in effect, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK,

TEXAS, THAT:

- The facts and recitations in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated herein and expressly made a part hereof.
- 2. The City finds that it is in the best interest of the citizens of Round Rock to request TxDOT to allow the City to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A from its current terminus to SH 45.
- 3. The terms and conditions of the above-described utilization of certain sections of the MKT right-of-way shall be as stated in a Memorandum of Understanding ("MOU") between the city and TxDOT. The MOU will contain provisions stating that the MKT right-of-way is subject to future modification and that the City shall be solely responsible for removing or re-aligning any City-installed improvements within the encroachments allowed by this Agreement to accommodate the future MoKan transportation corridor facility.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject

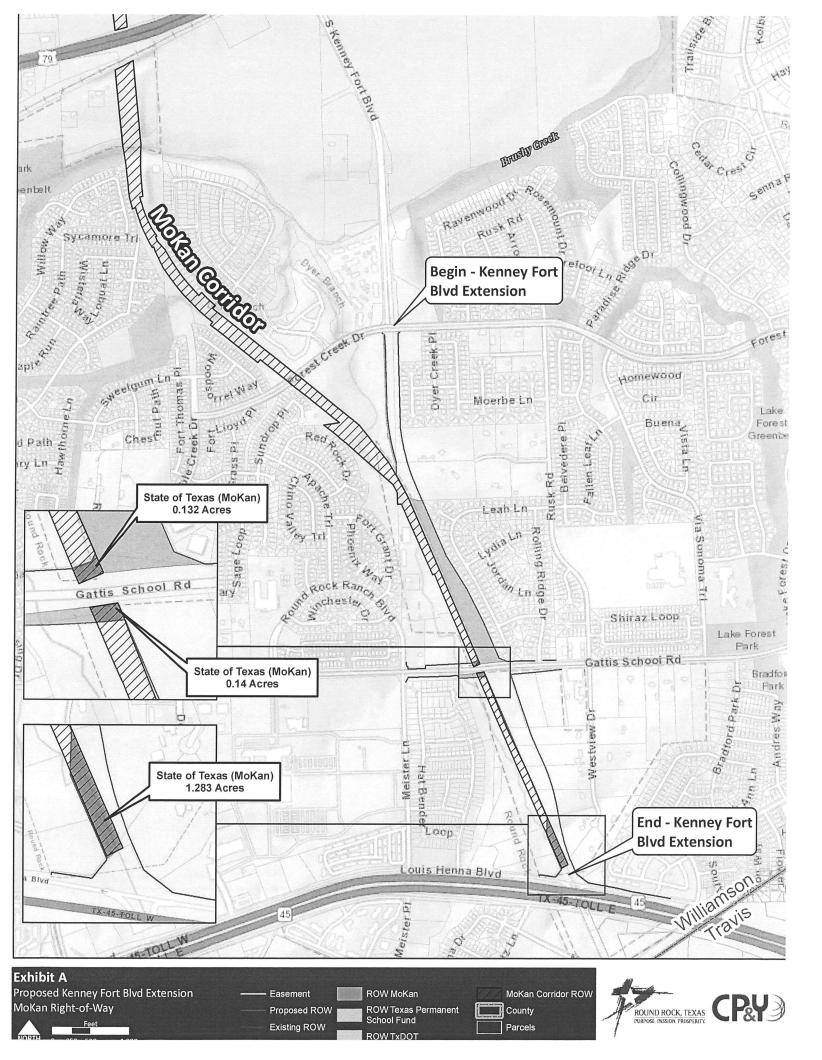
matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the 25th day of April, 2019.

CRAIG MORGAN Mayor City of Round Rock, Texas

ATTEST:

3.



RESOLUTION NO. 1643-18-08-28-0537

RESOLUTION OF THE CITY OF PFLUGERVILLE CONSENTING TO THE CITY OF ROUND ROCK USE OF A PORTION OF THE MOKAN TRANSPORTATION CORRIDOR RIGHT OF WAY FOR THOROUGHFARE EXTENSION PURPOSES

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the Mokan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way and conveying said right-of-way to TxDOT; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Number 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, was moved eastward and would henceforth be called SH 130; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of

Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville,

Williamson County and CapMetro.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

PFLUGERVILLE, TEXAS, THAT:

The facts and recitations in the preamble of this Resolution are hereby found and 1.

declared to be true and correct and are incorporated herein and expressly made a

part hereof.

2. The City hereby gives its consent to TxDOT to allow Round Rock to utilize those

sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to

facilitate the extension of Arterial A from its current terminus to SH 45.

The City Council hereby finds and declares that written notice of the date, hour, place and

subject of the meeting at which this Resolution was adopted was posted and that such meeting was

open to the public as required by law at all times during which this Resolution and the subject

matter hereof were discussed, considered and formally acted upon, all as required by the Open

Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the 28th day of August, 2018.

Victor Gonzales, Mayor

City of Pflugerville, Texas

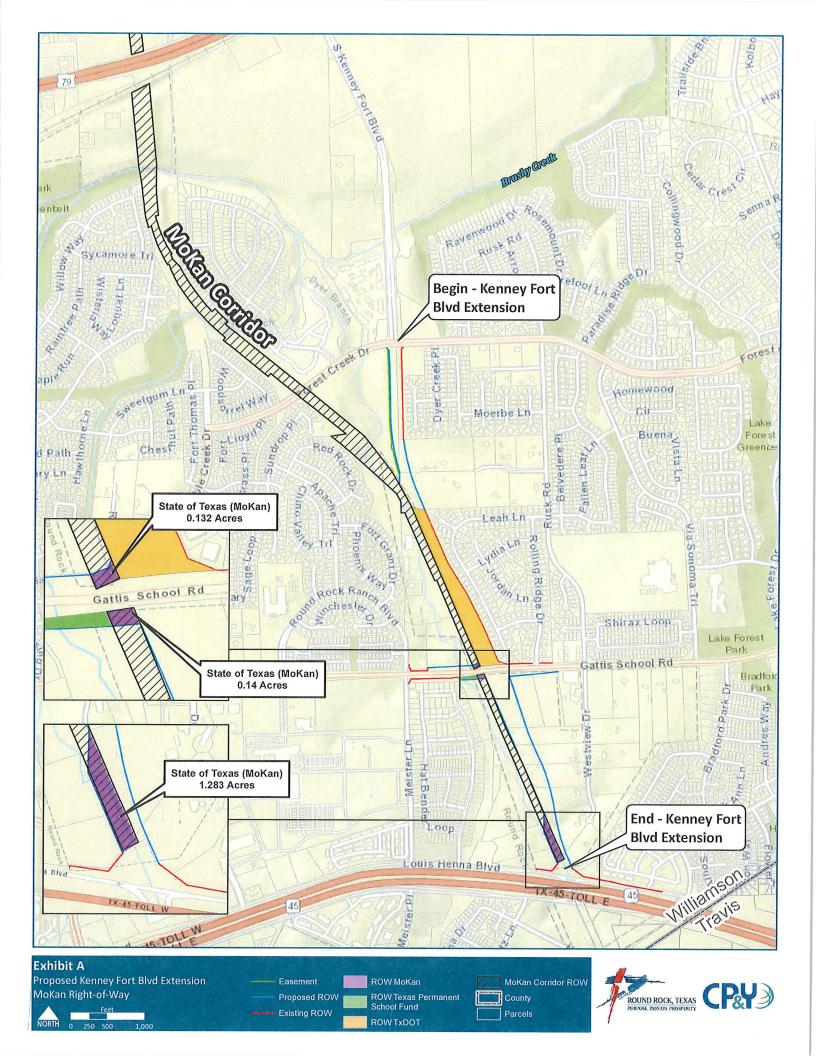
ATTEST:

Karen Thompson, City Secretary

2.

APPROVED AS TO FORM:

Charles Zech, City Attorney
Denton Navarro Rocha Bernal & Zech, PC



ORDER REGARDING EXTENSION OF ARTERIAL A

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the Mokan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and the Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way and conveying said right-of-way to TxDOT; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Number 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, was moved eastward and would henceforth be called SH 130; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville, Williamson County, and CapMetro;

Now Therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY,

TEXAS, THAT:

1. The facts and recitations in the preamble of this Order are hereby found and

declared to be true and correct and are incorporated herein and expressly made a

part hereof.

2. The County hereby gives its consent to TxDOT to allow Round Rock to utilize

those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto,

to facilitate the extension of Arterial A from its current terminus to SH 45.

The Commissioners Court hereby finds and declares that written notice of the date, hour,

place and subject of the meeting at which this Order was adopted was posted and that such meeting

was open to the public as required by law at all times during which this Order and the subject

matter hereof were discussed, considered and formally acted upon, all as required by the Open

Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the day of October, 2018.

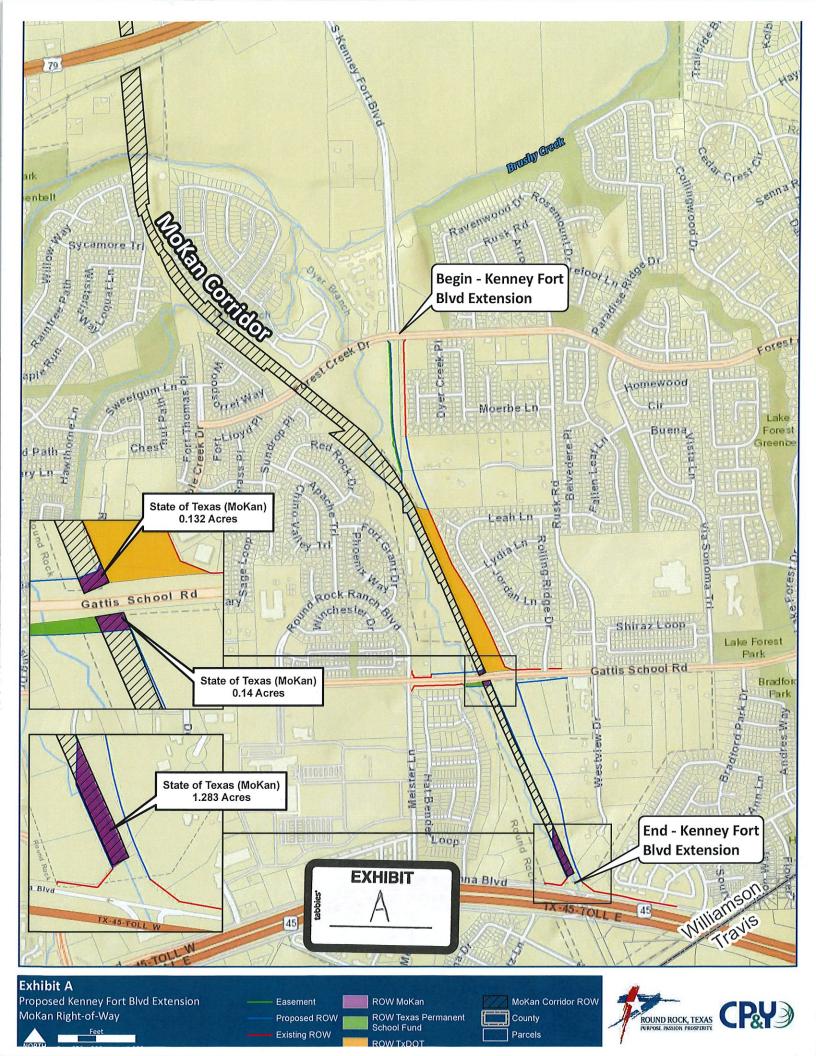
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

2.

Exhibit "A" Encroachment Areas





RESOLUTION

OF THE

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-837)

City of Round Rock Mokan Corridor Agreement

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and the Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville, Williamson County, and Capital Metro; and

WHEREAS, the use of the right-of-way shall be as stated in a Multiple Use Agreement ("MUA") between the city and TxDOT, including provisions stating that the right-of-way is subject to future modification and that the City shall be solely responsible for removing or re-aligning any City-installed improvements within the encroachments allowed by this Agreement to accommodate the future Mokan transportation corridor facility.

NOW, THEREFORE, BE IT RESOLVED The Capital Metropolitan Transportation Authority Board of Directors hereby gives its consent to TxDOT to allow Round Rock to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A from its current terminus to SH 45.



Secretary of the Board
Juli Word

Date: Systember 28,2018

Capital Metropolitan Transportation Authority Board of Directors

MEETING DATE: 9/28/2018 (ID # AI-2018-837)

City of Round Rock Mokan Corridor Agreement

SUBJECT:

Approval of a resolution giving consent to TxDOT to allow Round Rock to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A (Kenney Fort Boulevard) from its current terminus to SH 45.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

3. Community

Strategic Objectives:

3.2 Build Strong Community Partnerships that further Capital Metro's mission and vision.

EXPLANATION OF STRATEGIC ALIGNMENT:

Capital Metro has an interest in assisting our community partners in furthering projects that support their communities while preserving future transit options.

BUSINESS CASE:

Capital Metro has, along with other transportation agencies in the region, identified MOKAN as a potential future transportation corridor. While the corridor was not prioritized within the Project Connect development process, it remains a potential corridor for the future and for this reason, Capital Metro has an interest in seeing it preserved to the maximum extent possible. Because the current project under development by the City of Round Rock poses a potential conflict with future development of MOKAN, Capital Metro desires to ensure that the risks are minimized. The stipulation in the agreement that the City of Round Rock must sign with TxDOT to implement its project and to encroach upon the MOKAN right-of-way provides that assurance with the requirement that the city be solely responsible for removing or realigning its roadway to accommodate the development of the MOKAN corridor.

COMMITTEE RECOMMENDATION:

This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on September 17, 2018.

EXECUTIVE SUMMARY:

Capital Metro is one of several local governments that participated in the acquisition of the MOKAN right of way in 1990. MOKAN is an unused rail right of way that extends for 28 miles between Austin and Georgetown, east of, and roughly paralleling IH-35. As a part of the agreement that was developed to complete the acquisition, fifty feet of the



right of way "shall be dedicated and used for mass transit purposes." The City of Round Rock is seeking approval to encroach on the right-of-way for their Kenney Fort Boulevard project immediately north of the intersection with SH-45. The incursion into the MKT Right-of-Way is approximately 1.55 acres. While this encroachment could affect the future viability of the MOKAN corridor's use for high-capacity transit purposes, a clause in the agreement that the City of Round Rock must sign with the Texas Department of Transportation (TxDOT) mitigates that concern. Specifically, the agreement states that "the right-of-way is subject to future modification and that the City shall be solely responsible for removing or re-aligning any City-installed improvements within the encroachments allowed by this Agreement to accommodate the future Mokan transportation corridor facility." This statement includes language that, in the event the MOKAN corridor is developed for high-capacity transit service, the encroachment will not be a detriment to that effort.

As a financial contributor to the acquisition of the corridor, TxDOT has requested consent from Capital Metro and the other financial contributors for Round Rock to move forward with the extension of the Arterial A.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development

EXHIBIT A General Layout and Location

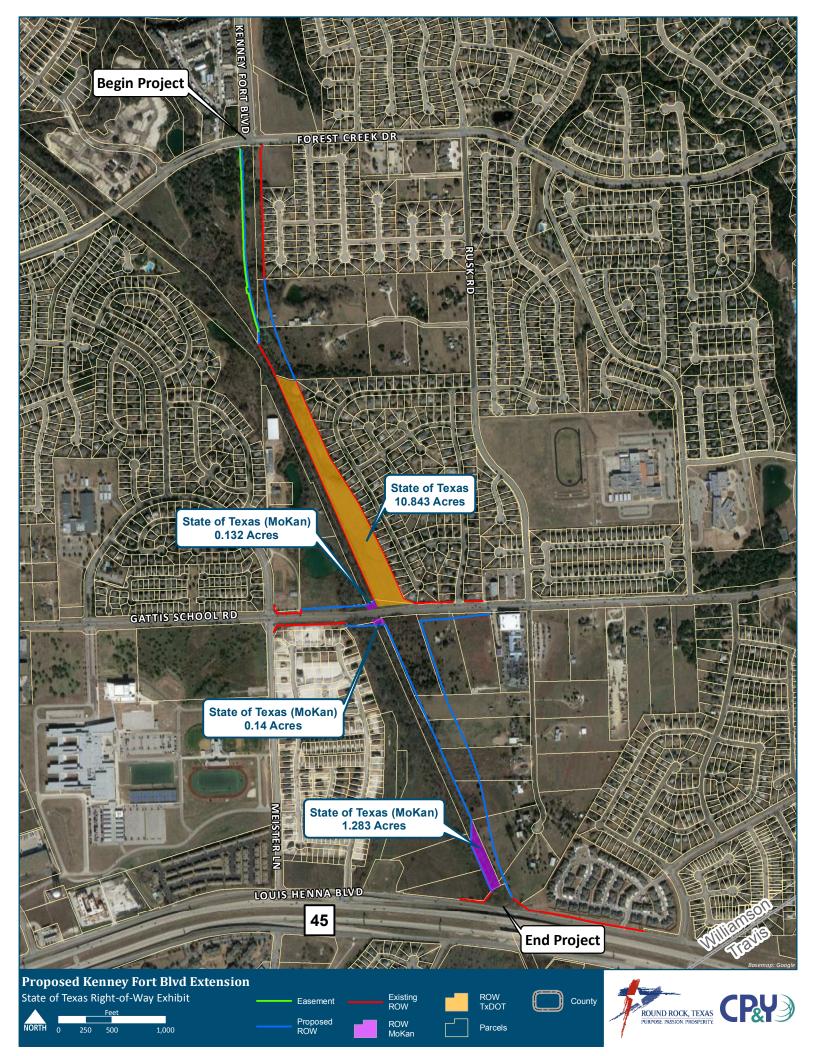


EXHIBIT B

Proposed Construction Plans (Metes and Bounds Description)



INDEX OF SHEETS

SHEET NO.

DESCRIPTION

2

TITLE SHEET INDEX OF SHEETS

CITY OF ROUND ROCK TRANSPORTATION DEPARTMENT KENNEY FORT BLVD - SEGMENTS 2 & 3

KENNEY FORT BLVD - SEGMENTS 2 & 3

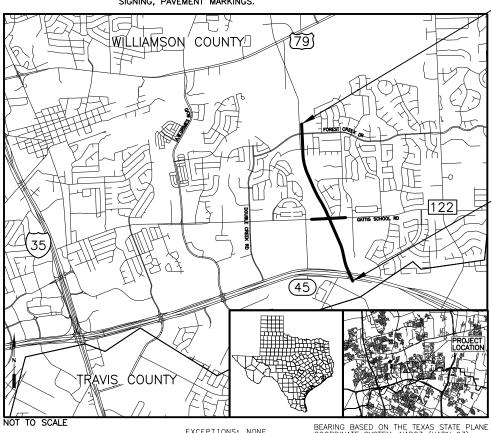
ROADWAY LENGTH 8113.94 FT = 1.537 MI

BRIDGE LENGTH 591.34 FT = 0.112 MI

NET LENGTH OF PROJECT = 8705.28 FT = 1.649 MI

LIMITS: FROM FOREST CREEK DR. TO SH 45

FOR THE CONSTRUCTION OF ROADWAY EXPANSION OF KENNEY FORT BLVD FROM FOREST CREEK DR. TO SOUTH OF SH 45, CONSISTING OF GRADING, BASE, STRUCTURES, ASPHALT CONCRETE PAVEMENT, ILLUMINATION, SIGNING, PAVEMENT MARKINGS.



EXCEPTIONS: NONE FOLIATIONS: NONE R.R. CROSSINGS: NONE

KENNEY FORT BLVD. STA 65+00.00 BEGIN PROJECT

> I HEREBY CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE FINAL AS-BUILT PLANS AND

60% PLANS

BID DATE: _

CONTRACTOR:

DATE CONTRACTOR BEGAN WORK:

FINAL CONTRACT COST: \$ _

DESIGN SPEED: 45 MPH ADT (2016) = 5,779 VPD

ADT (2036) = 48,124 VPD

DATE WORK WAS COMPLETED & ACCEPTED:

FUNCTIONAL CLASSIFICATION: URBAN MAJOR ARTERIAL

DATE

KENNEY FORT BLVD. STA 152+05.28 END PROJECT

PRELIMINARY 60% SUBMITTAL FOR INTERIM REVIEW ONLY NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. ENGINEER ANTHONY J. SERDA P.E. No. 106300 DATE 430/2019

SUBMITTED BY:

ENGINEER

DATE

REVIEWED BY:

CITY OF ROUND ROCK, ..., P.E.; TRANSPORTATION ENGINEER

DATE

REVIEWED BY:

CITY OF ROUND ROCK, GERALD POHLMEYER, PROJECT MANAGER

DATE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF ROUND ROCK, TEXAS MUST RELY UPON THE ADEQUACY OF THE WORK OF THE RESIDENCE PROPERTY. THE DESIGN ENGINEER.

NOTES

LATEST CITY OF ROUND ROCK, OR TXDOT STANDARD

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH TXDOT STANDARD DETAILS AND THE "TEXAS MANUAL

ON UNIFORM TRAFFIC CONTROL DEVICES."

TDLR INSPECTION REQUIRED

SPECIFICATIONS, AS INDICATED IN THE PLANS. TXDOT

STANDARDS SHALL BE USED UNLESS OTHERWISE NOTED.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE

OWNER:

City of Round Rock 221 East Main Street Round Rock, TX 78664



REVIS	IONS		
NO.	DOC.	DATE	APPROVAL

```
GENERAL
                TITLE SHEET
                SUPPLEMENTAL INDEX
   2
                GENERAL NOTES (NOT INCLUDED)
                ESTIMATED QUANTITIES SUMMARY (NOT INCLUDED)
                PROJECT LAYOUT
                TYPICAL SECTIONS
TRAFFIC CONTROL
                 TRAFFIC CONTROL PLAN NARRATIVE
  10
                ADVANCE WARNING SIGNS
  11
                TYPICAL SECTIONS - PHASE 1
  12 -
          15
                TRAFFIC CONTROL PLAN - PHASE I
  16
                TYPICAL SECTIONS - PHASE 2
                TRAFFIC CONTROL PLAN - PHASE 2
  17 –
           19
  20
                TYPICAL SECTIONS - PHASE 3
  21 -
          23 TRAFFIC CONTROL PLAN - PHASE 3
TRAFFIC CONTROL STANDARDS
                BC(1)-13 THRU BC(12)-13
                TCP(1-1)-12 & TCP(1-5)-12
                TCP(2-1)-12 & TCP(2-6)-12
                TCP(3-2)-12 & TCP(3-3)-13
                TCP(5-1)-12
                TCP(7-1)-13
                WZ(UL)-13, WZ(BRK)-13, WZ(RCD)-13, WZ(TD)-13, WZ(STPM)-13
                ABSORB-13
                ACZ(350)-13
                CSB(1)-10
                LPCB-13
                CCSS
ROADWAY
  24 -
                HORIZONTAL ALIGNMENT DATA
  27 -
           31
                KENNEY FORT BLVD REMOVAL PLAN
  32
                GATTIS RD. REMOVAL PLAN
  35
                SH45 WBFR REMOVAL PLAN
  36
                SH45 EBFR REMOVAL PLAN
  37 –
          45 KENNEY FORT BLVD ROADWAY PLAN & PROFILE
  46 -
         50
                GATTIS RD. PLAN & PROFILE
          52
                SH45 WBFR PLAN & PROFILE
                DRIVEWAY DETAILS
                INTERSECTION LAYOUT -
                INTERSECTION LAYOUT -
  53
                CURB WALL DETAILS
ROADWAY STANDARDS
                TE(HMAC)-11
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	RW (MSE)
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122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING
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122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145 146 147 148 149 150	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING GATTIS SCHOOL RD PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING SH45 WBFR AND EBFR WBFR — EXISTING INTERSECTION LAYOUT
122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145 146 147 148 149 150	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING GATTIS SCHOOL RD PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING SH45 WBFR AND EBFR WBFR — EXISTING INTERSECTION LAYOUT EBFR — EXISTING INTERSECTION LAYOUT
122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145 146 147 148 149 150 151 152 153	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING GATTIS SCHOOL RD PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING SH45 WBFR AND EBFR WBFR — EXISTING INTERSECTION LAYOUT EBFR — EXISTING INTERSECTION LAYOUT WBFR — PROPOSED SIGNAL LAYOUT
122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145 146 147 148 149 150 151 152 153 154	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING GATTIS SCHOOL RD PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING SH45 WBFR AND EBFR WBFR — EXISTING INTERSECTION LAYOUT EBFR — EXISTING INTERSECTION LAYOUT WBFR — PROPOSED SIGNAL LAYOUT EBFR — PROPOSED SIGNAL LAYOUT
122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145 146 147 148 149 150 151 152 153 154 155	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING GATTIS SCHOOL RD PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING SH45 WBFR AND EBFR WBFR — EXISTING INTERSECTION LAYOUT EBFR — EXISTING INTERSECTION LAYOUT WBFR — PROPOSED SIGNAL LAYOUT EBFR — PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING
122 - 130 131 - 135 136 - 137 138 - 140 141 142 - 144 145 146 147 148 149 150 151 152 153 154	RW 1(H) B RW 2 KENNEY FORT BLVD SIGNING & STRIPING GATTIS RD. SIGNING & STRIPING SH45 WBFR SIGNING & STRIPING SH45 EBFR SIGNING & STRIPING LARGE GUIDE SIGN LAYOUT OVERHEAD SIGN ELEVATION LARGE GUIDE SIGN DETAILS FOREST CREEK DR EXISTING SIGNAL LAYOUT PROPOSED SIGNAL MODIFICATION SCHEDULES, SIGNING & PHASING GATTIS SCHOOL RD PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING SH45 WBFR AND EBFR WBFR — EXISTING INTERSECTION LAYOUT EBFR — EXISTING INTERSECTION LAYOUT WBFR — PROPOSED SIGNAL LAYOUT EBFR — PROPOSED SIGNAL LAYOUT SCHEDULES, SIGNING & PHASING

TRAFFIC & ILLUMINATION STANDARDS

TSR(1)-13 THRU TSR(5)-13 D&OM(1)-10, D&OM(5)-04, D&OM(VIA)-04 PM(1)-12 THRU PM(4)-12 FPM(1)-12 THRU FPM(3)-12

SMD(GEN)-08, SMD(SLIP-1)-08 THRU SMD(SLIP-3)-08, SMD(TWT)-08, SMD(FRP)-08 SMD(2-1)-08, SMD(2-2)-08, SMD(2-3)-08, SMD(2-4)-08, SMD(TY G)-08

SMD (8W1)-08, SMD (8W2)-08

WV & IZ-96

ED(1)-03 THRU ED(6)-03, ED(10)-03 & ED(13)-03 RID(LUM1)-07, RID(LUM2)-07, RID(FND)-11

RIP(1)-11 THRU RIP(4)-11

RS(1)-13

EROSION CONTROL

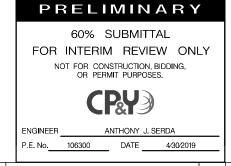
STORM WATER POLLUTION PREVENTION (SW3P)

EROSION CONTROL PLAN

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)

EROSION CONTROL STANDARDS

TCEQ REQUIREMENTS FOR RECHARGE ZONE (AUS DISTRICT) EC(1)-09, EC(2)-93 THRU EC(3)-93 CONCRETE RIPRAP FOR VEGETATION CONTROL (AUS DISTRICT)

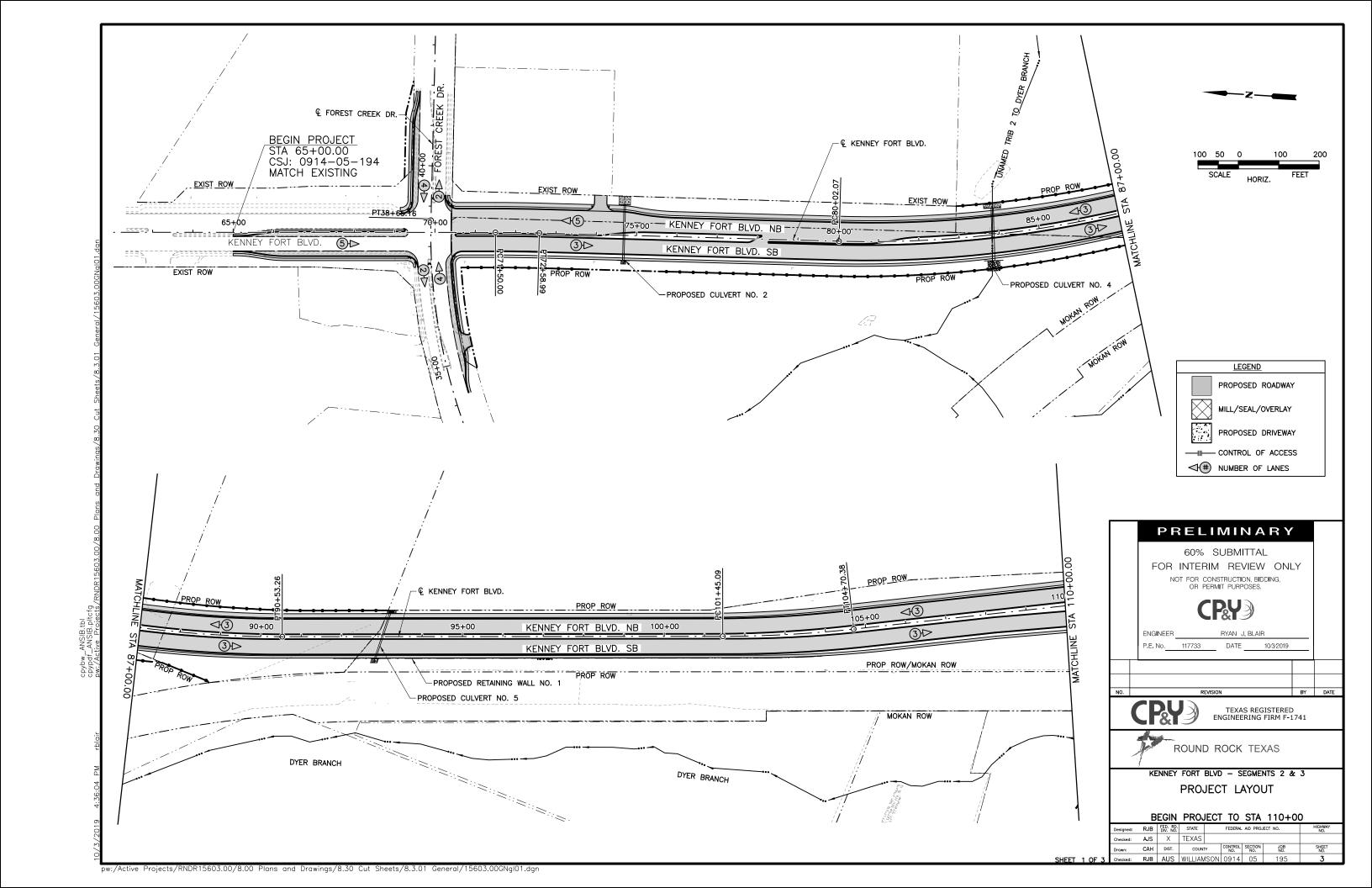


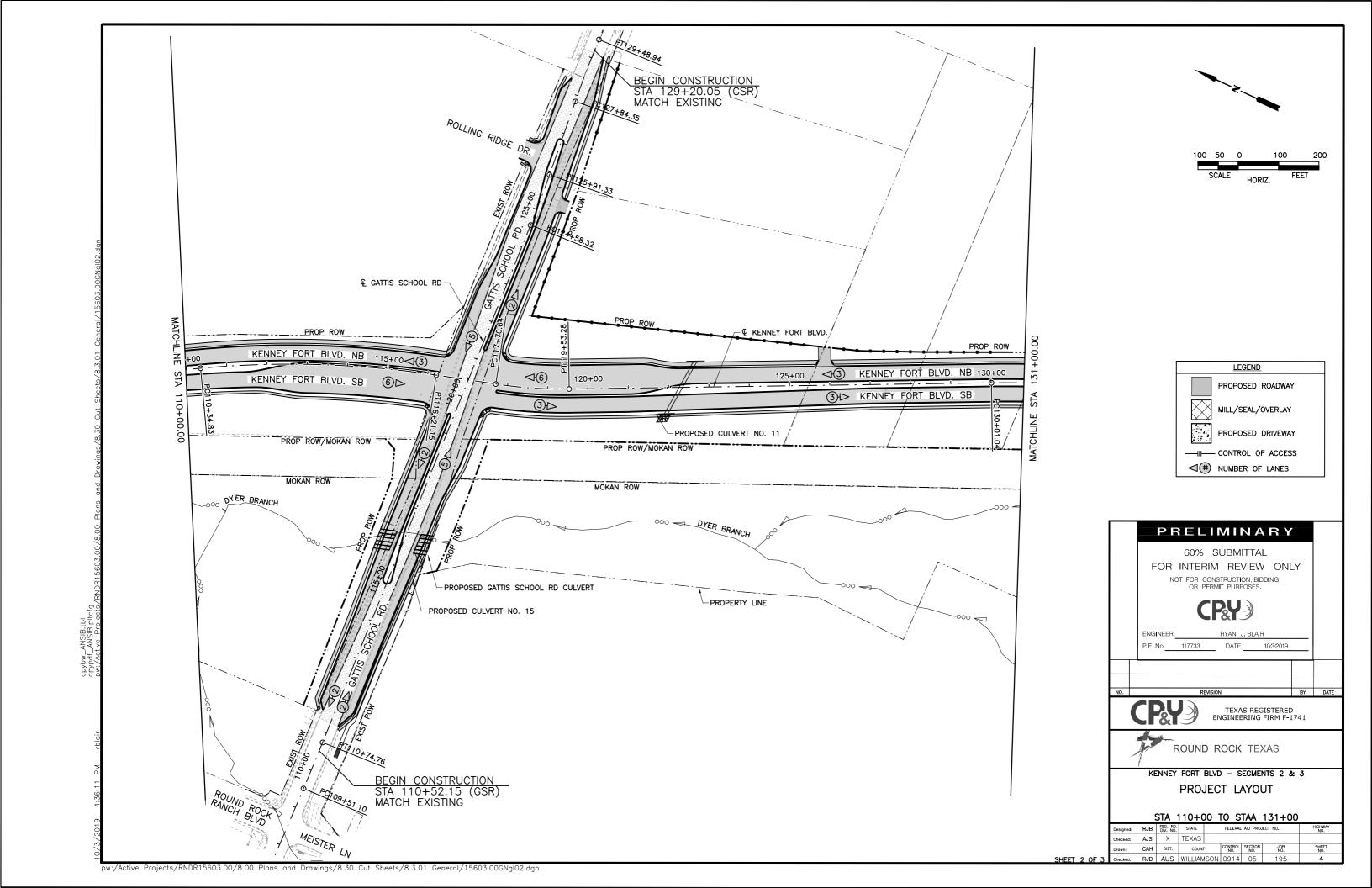
TEXAS REGISTERED ENGINEERING FIRM F-1741

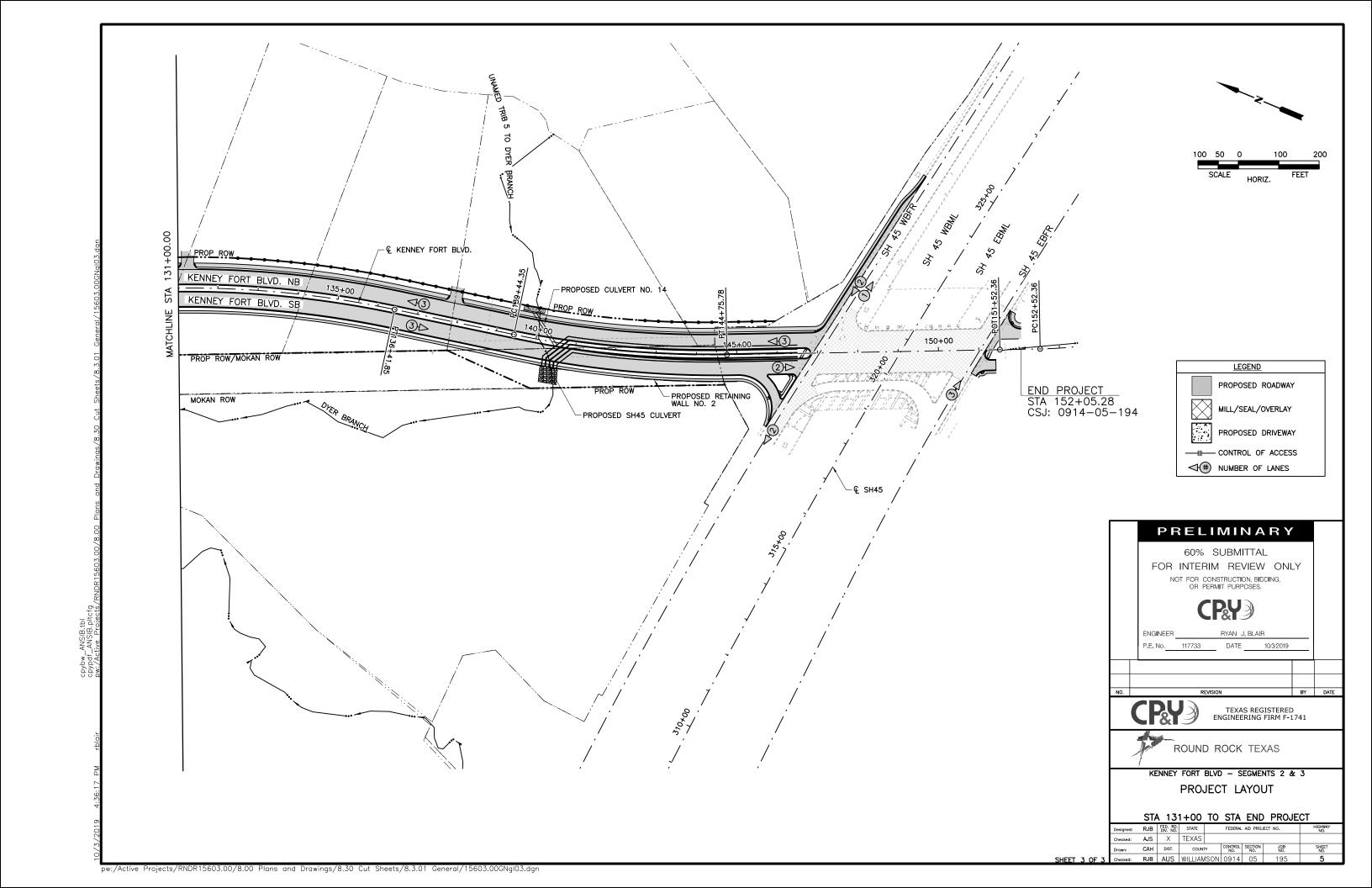


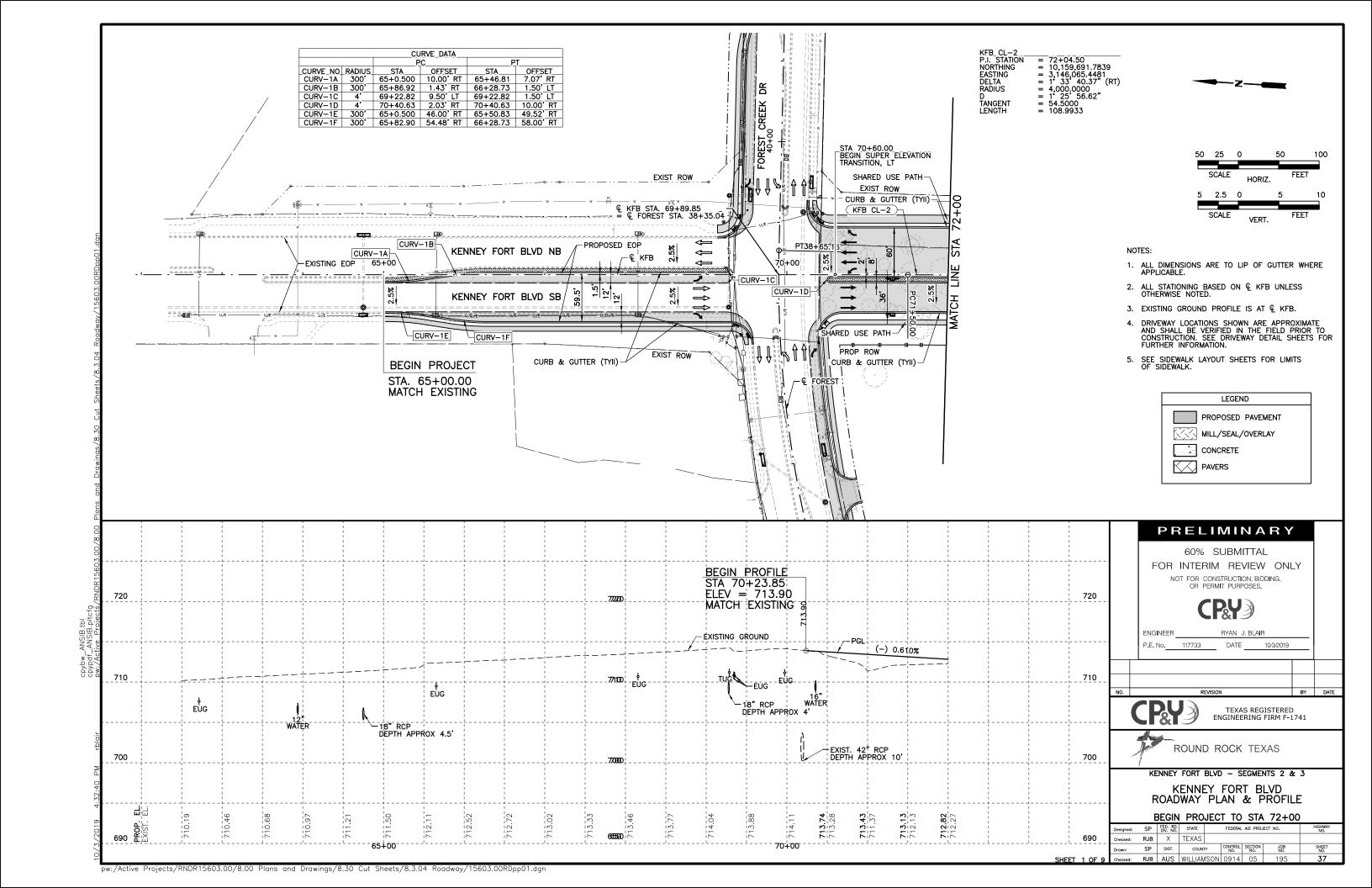
KENNEY FORT BLVD - SEGMENTS 2 & 3 SUPPLEMENTAL INDEX

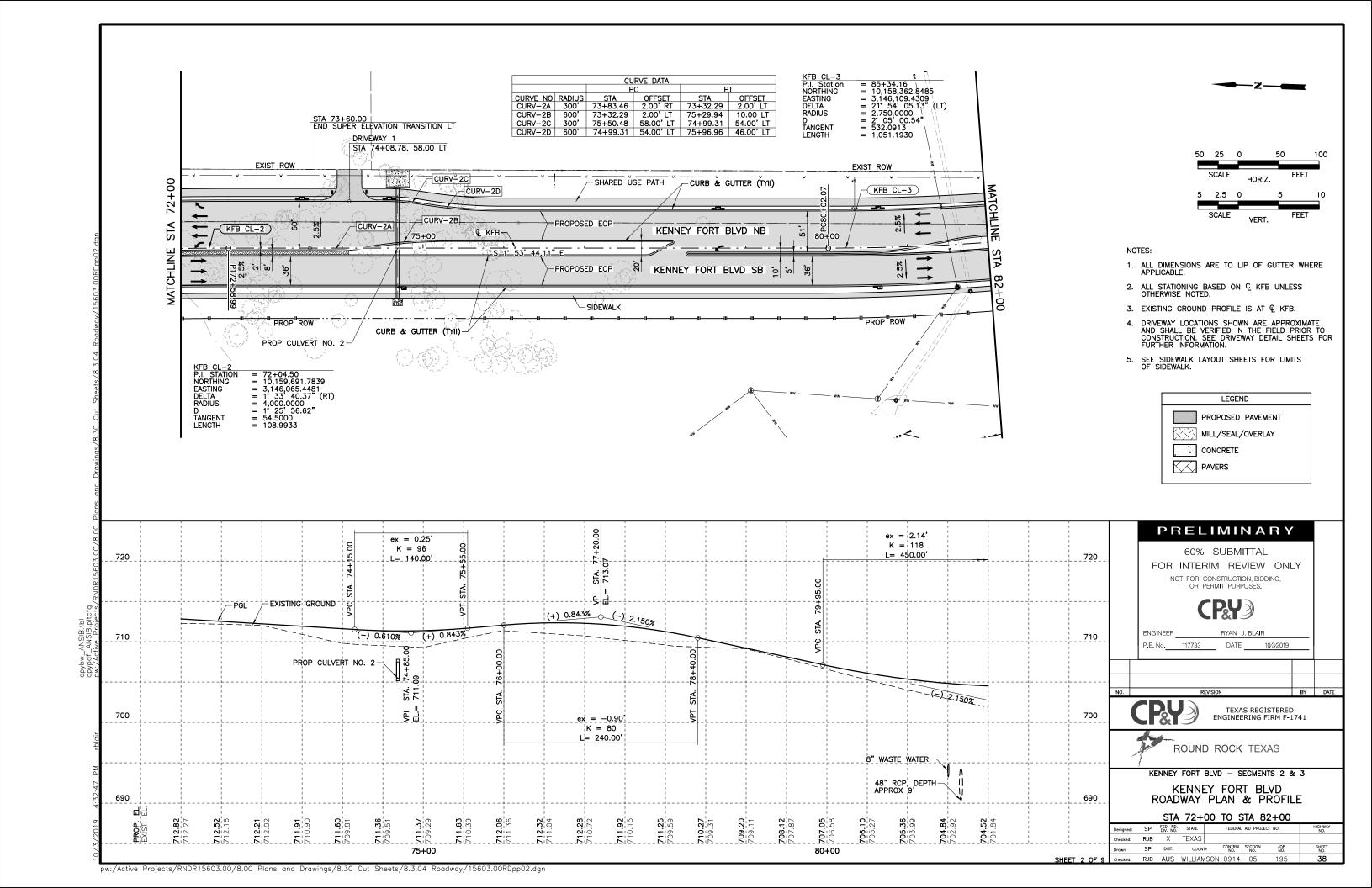
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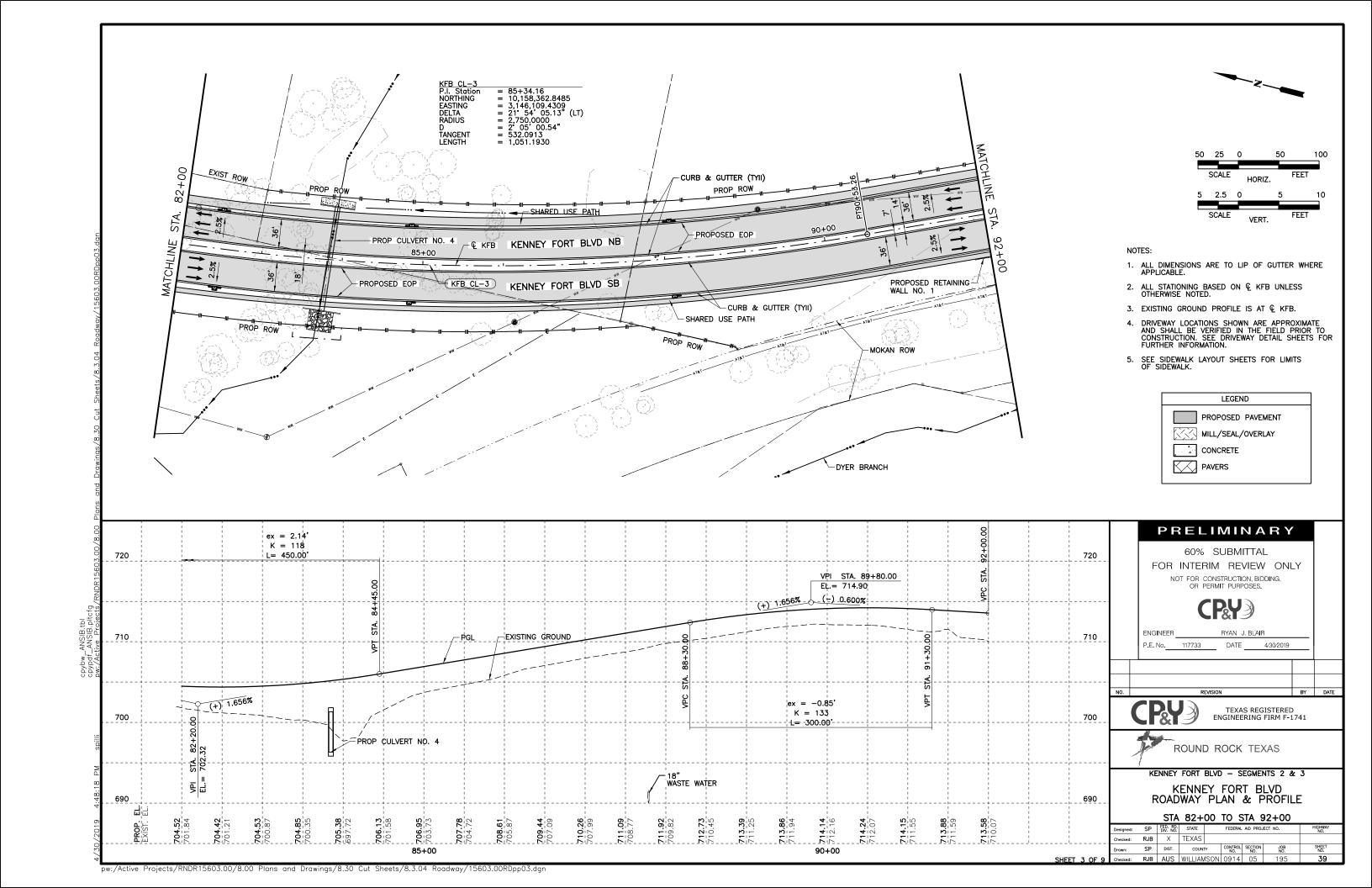


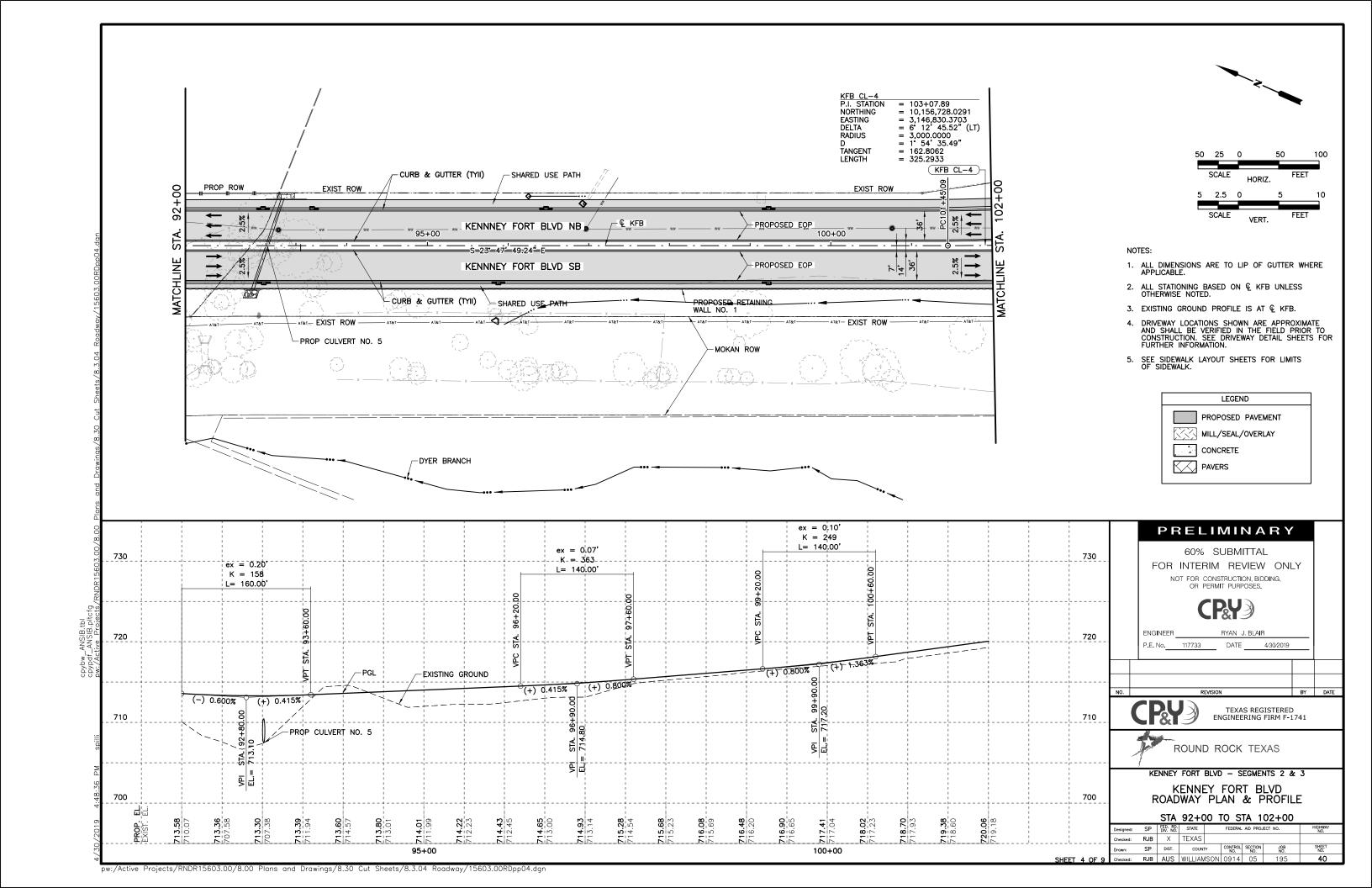


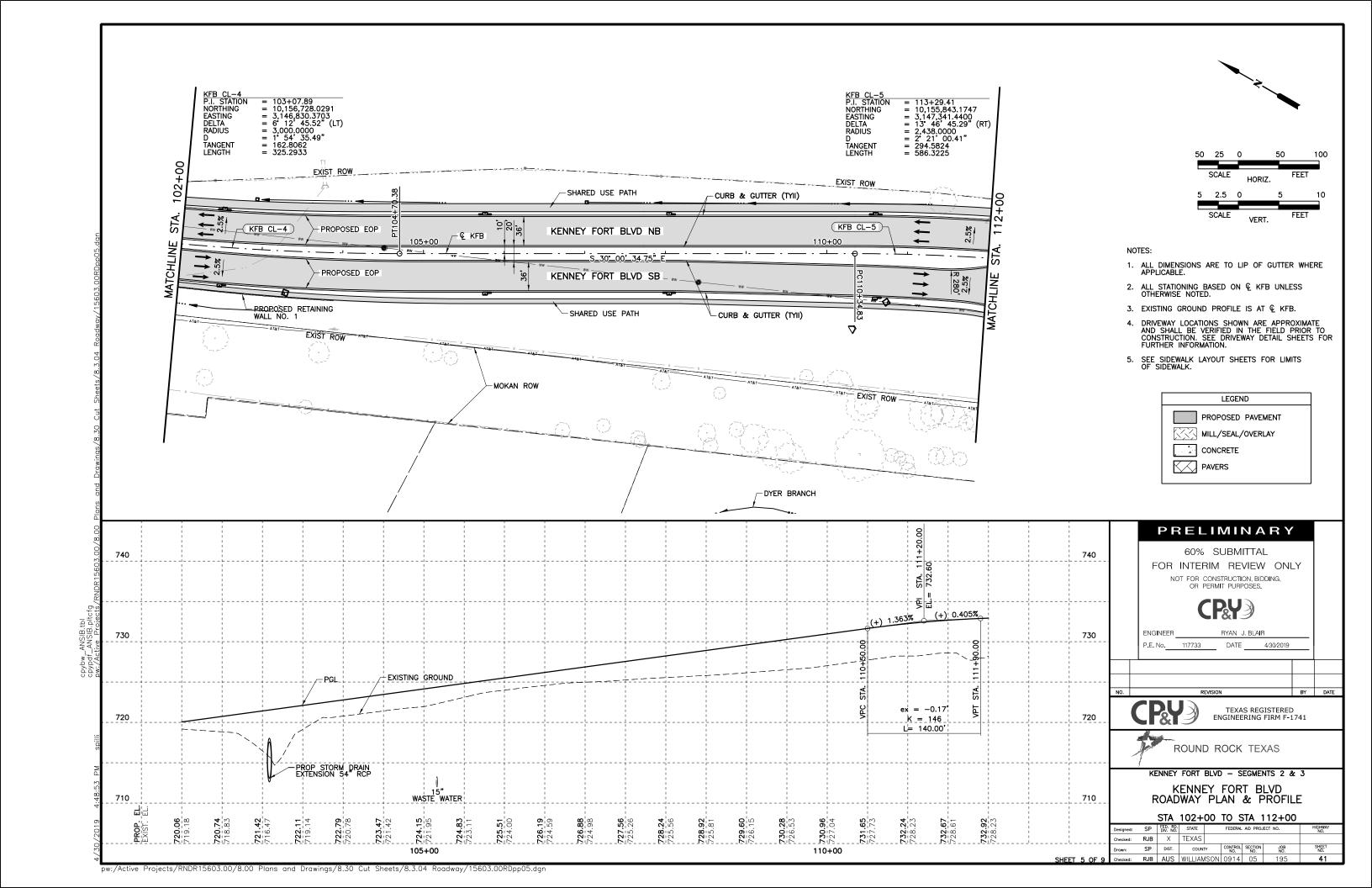


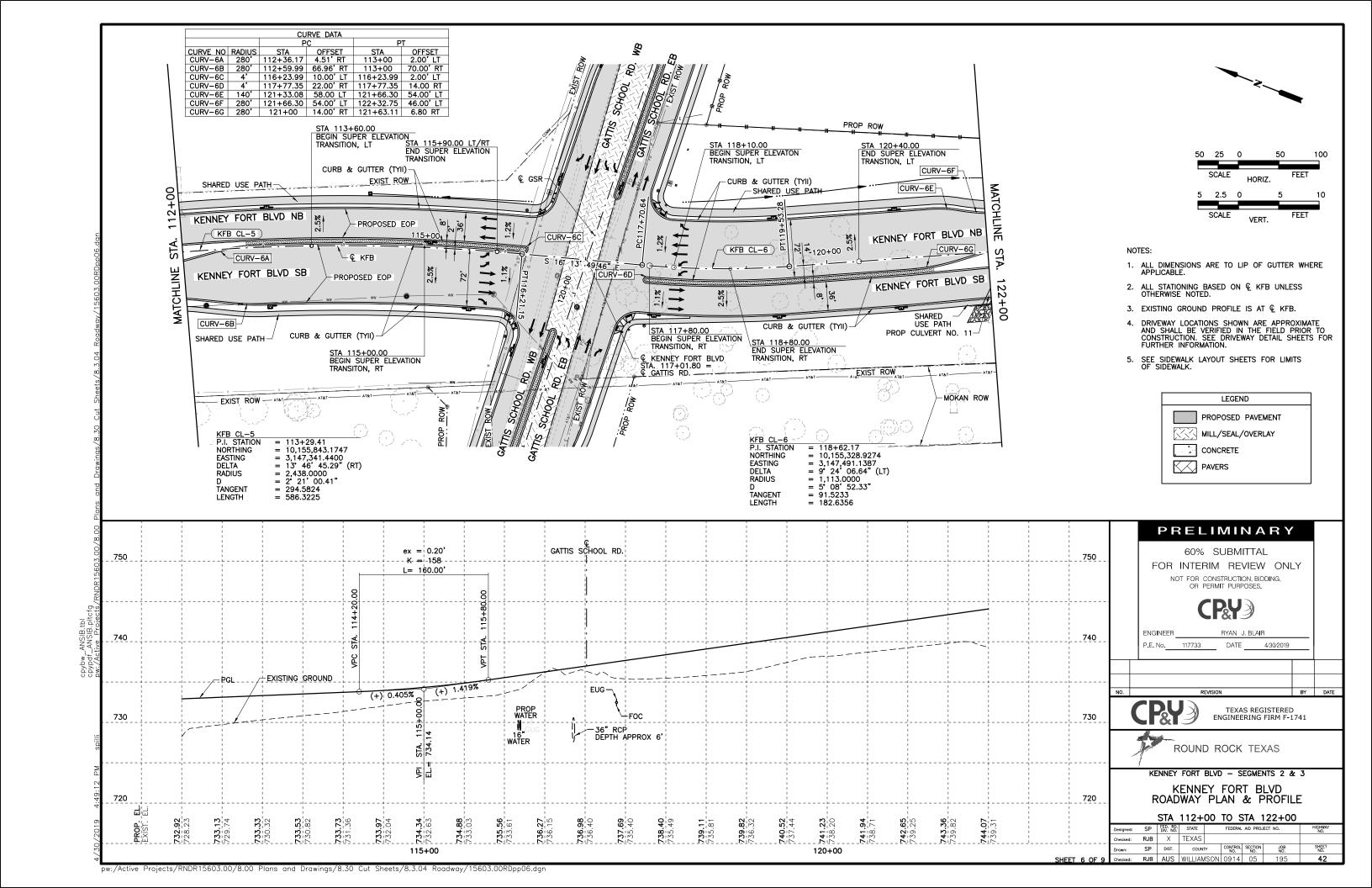


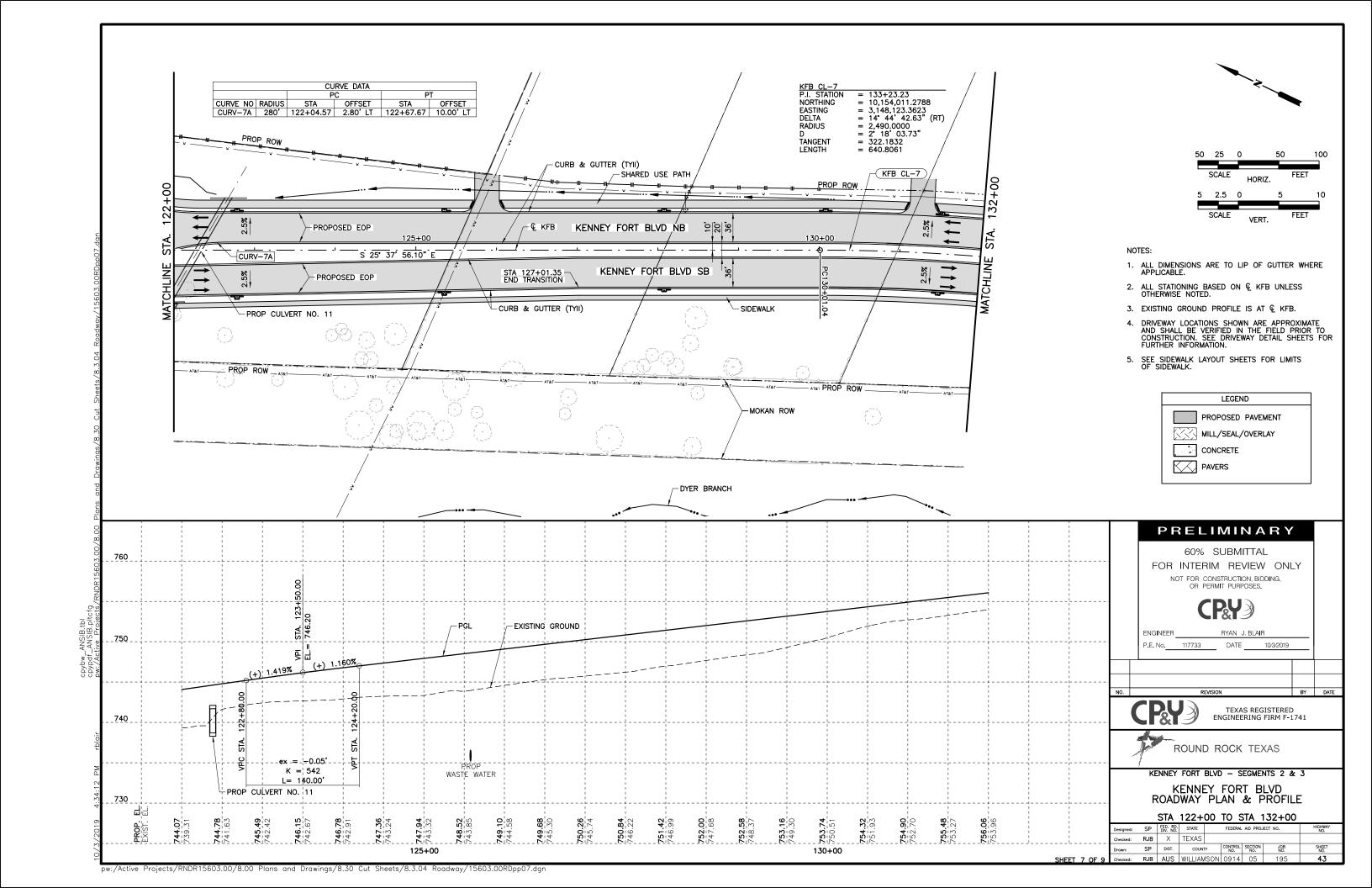


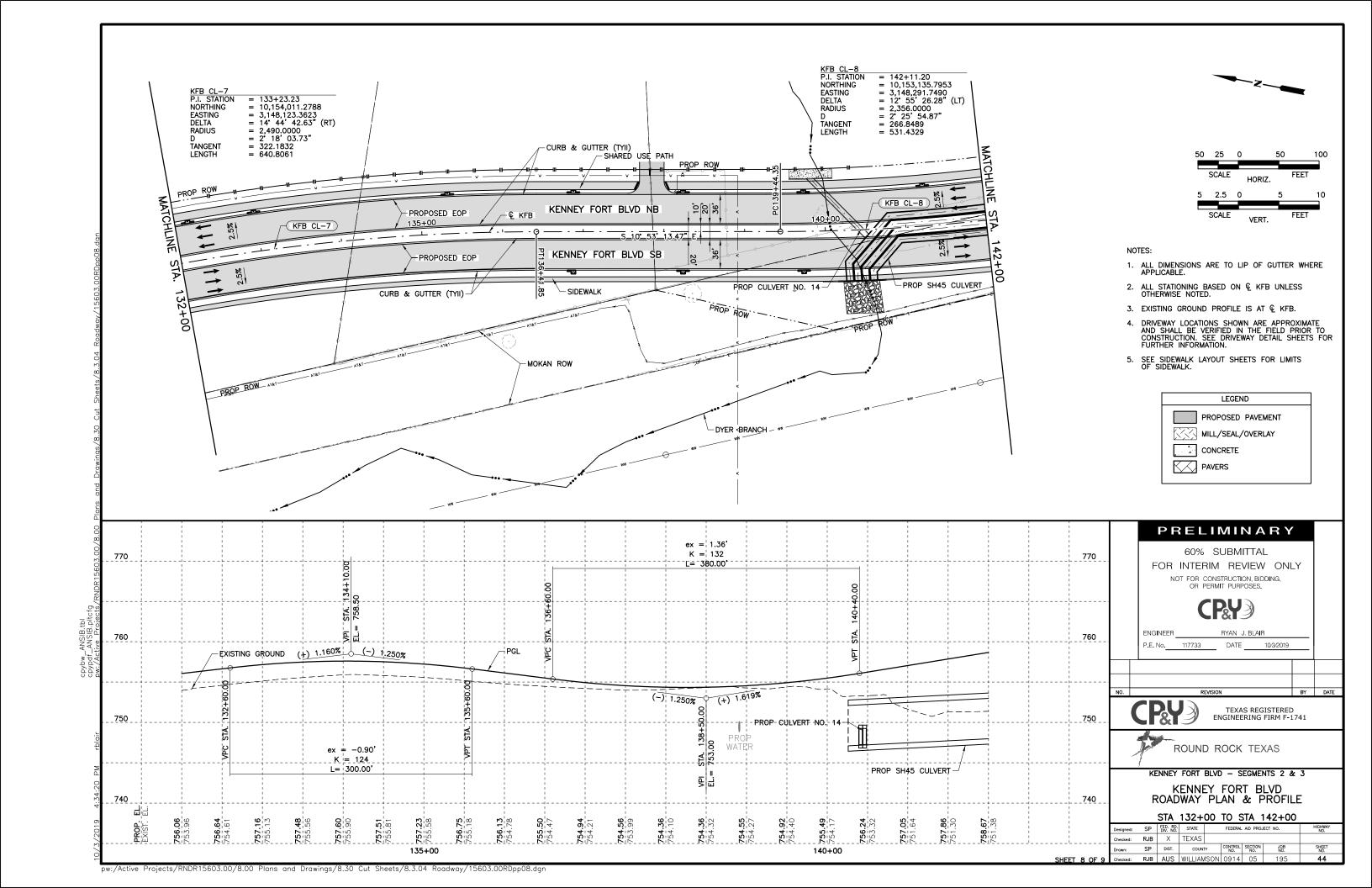


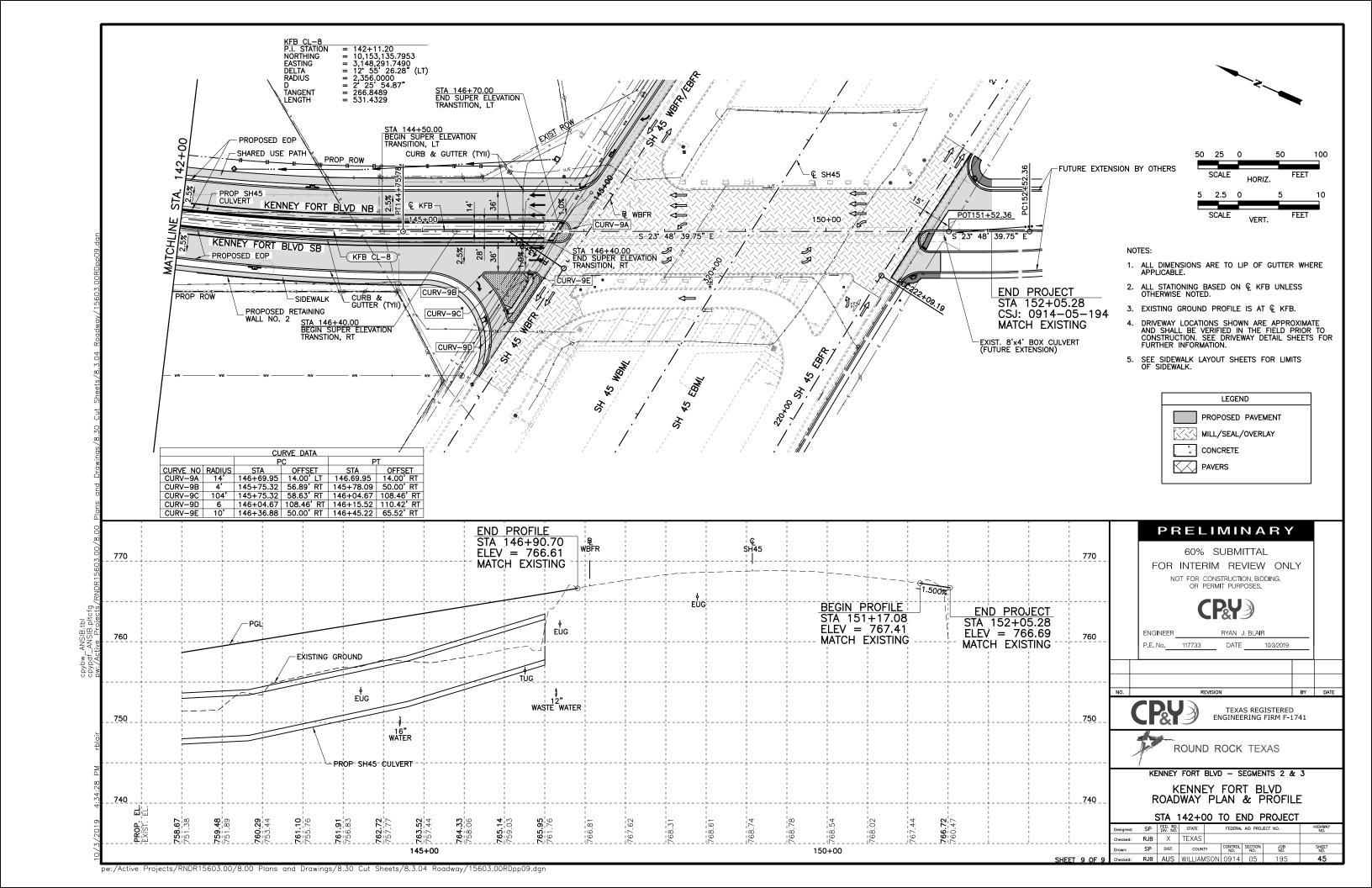


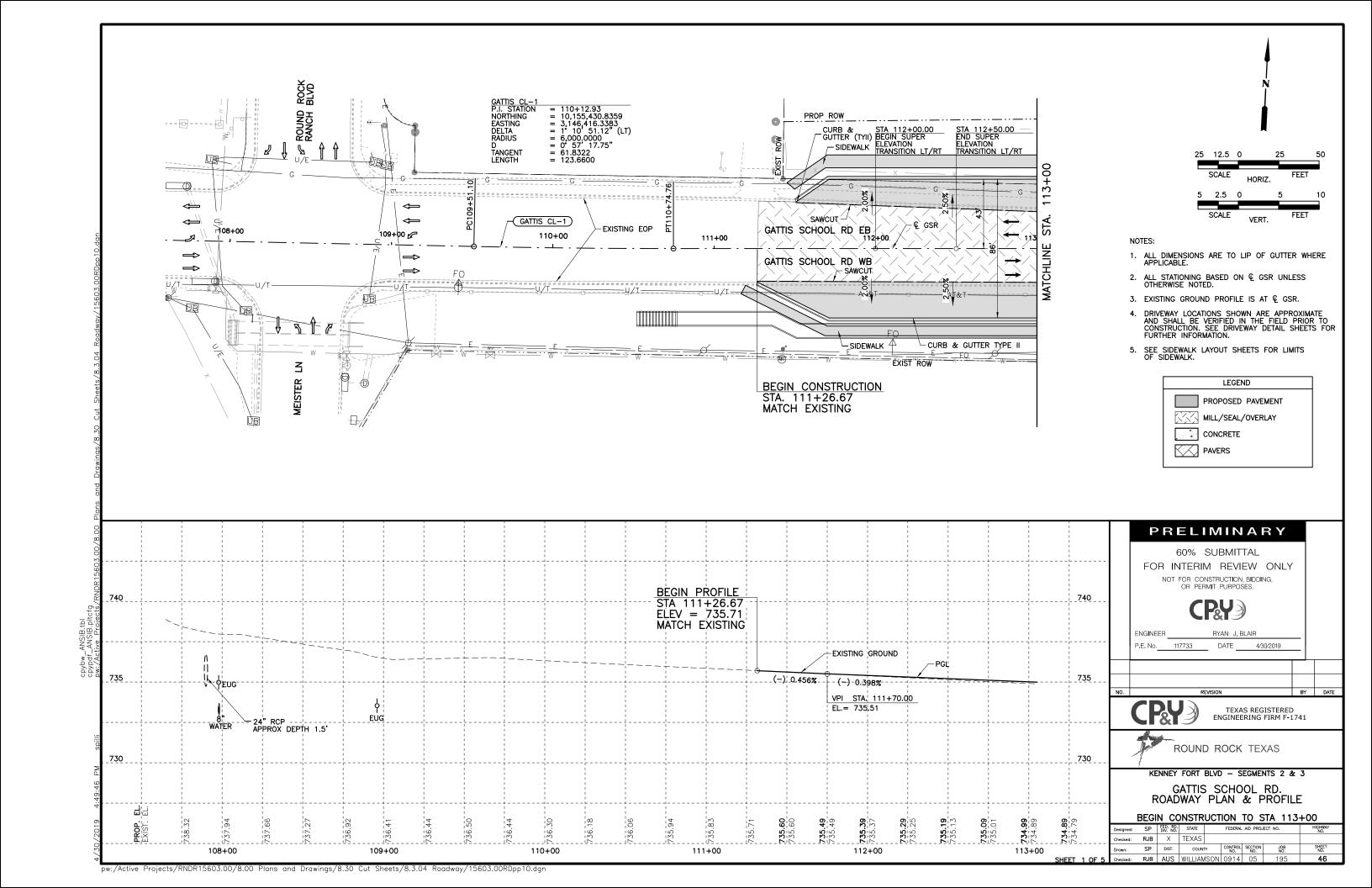


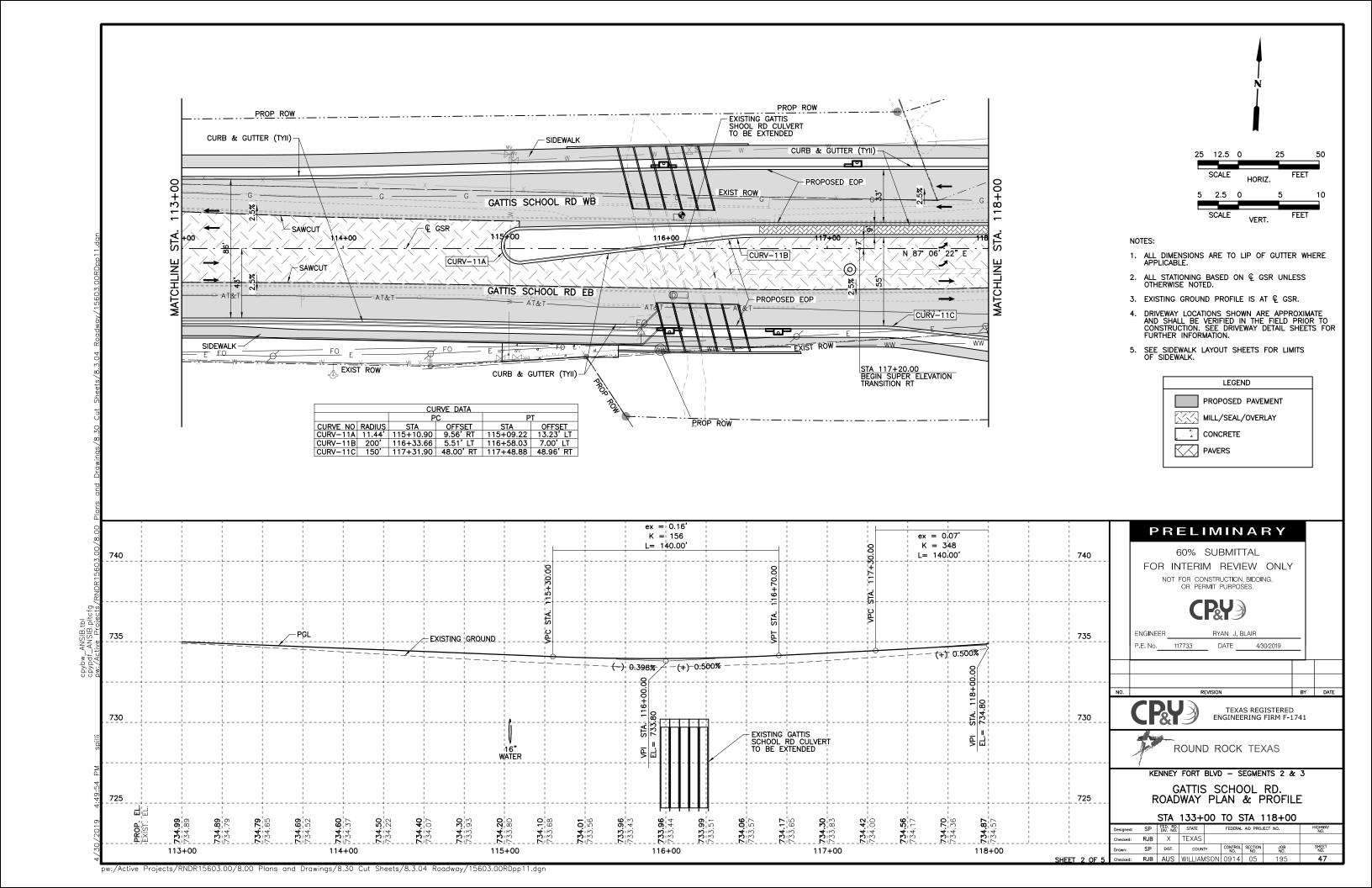


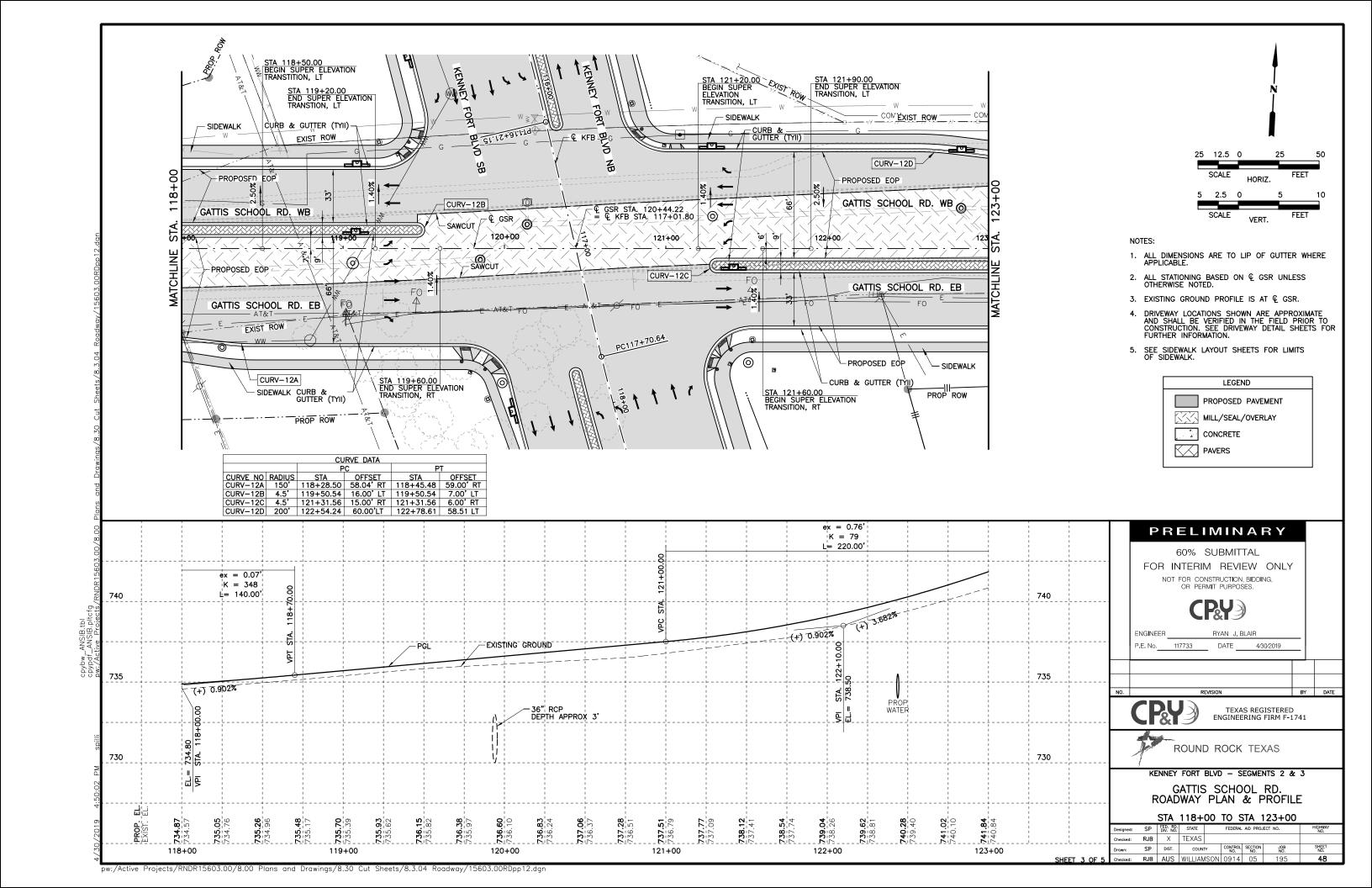


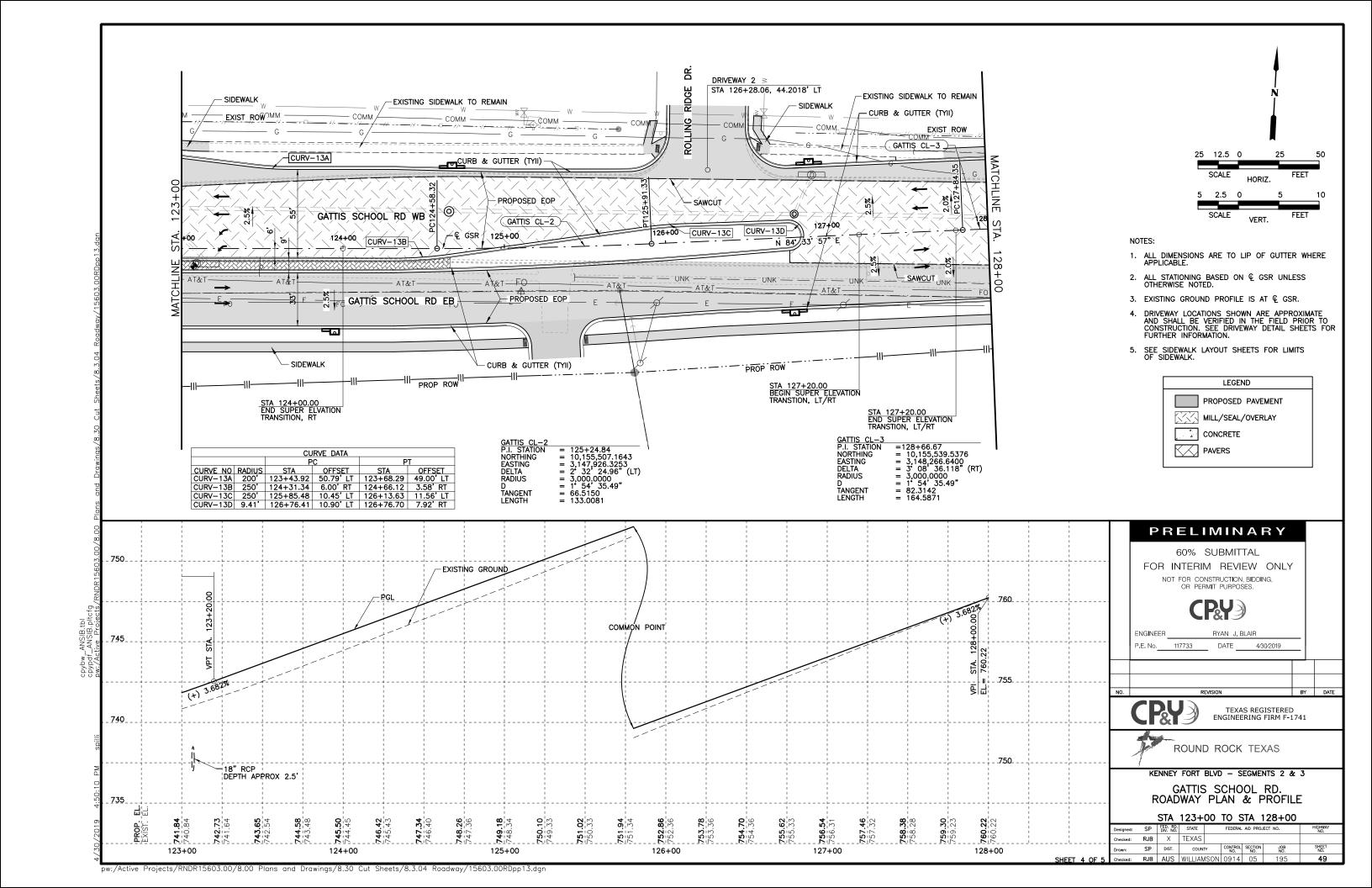


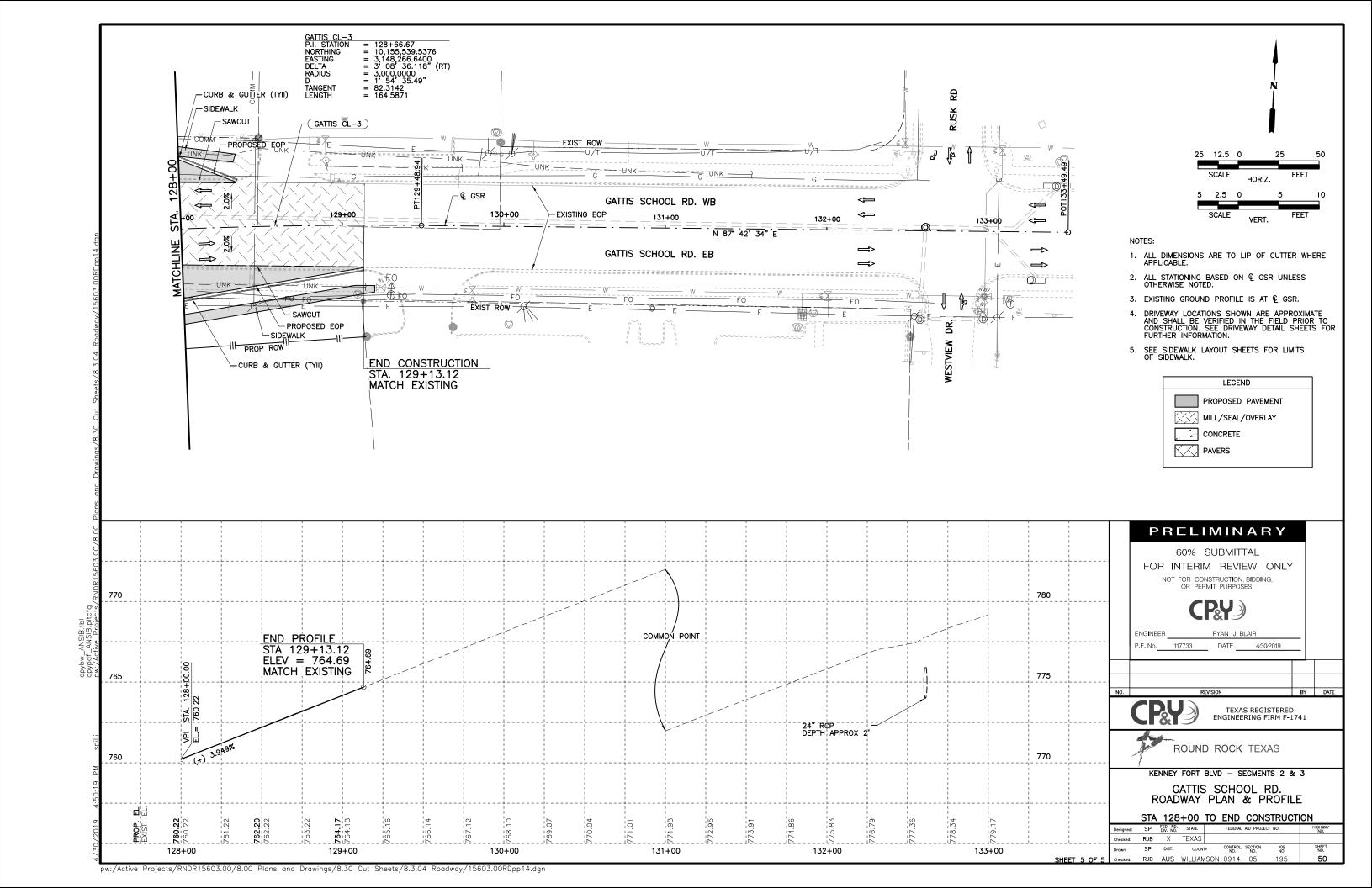


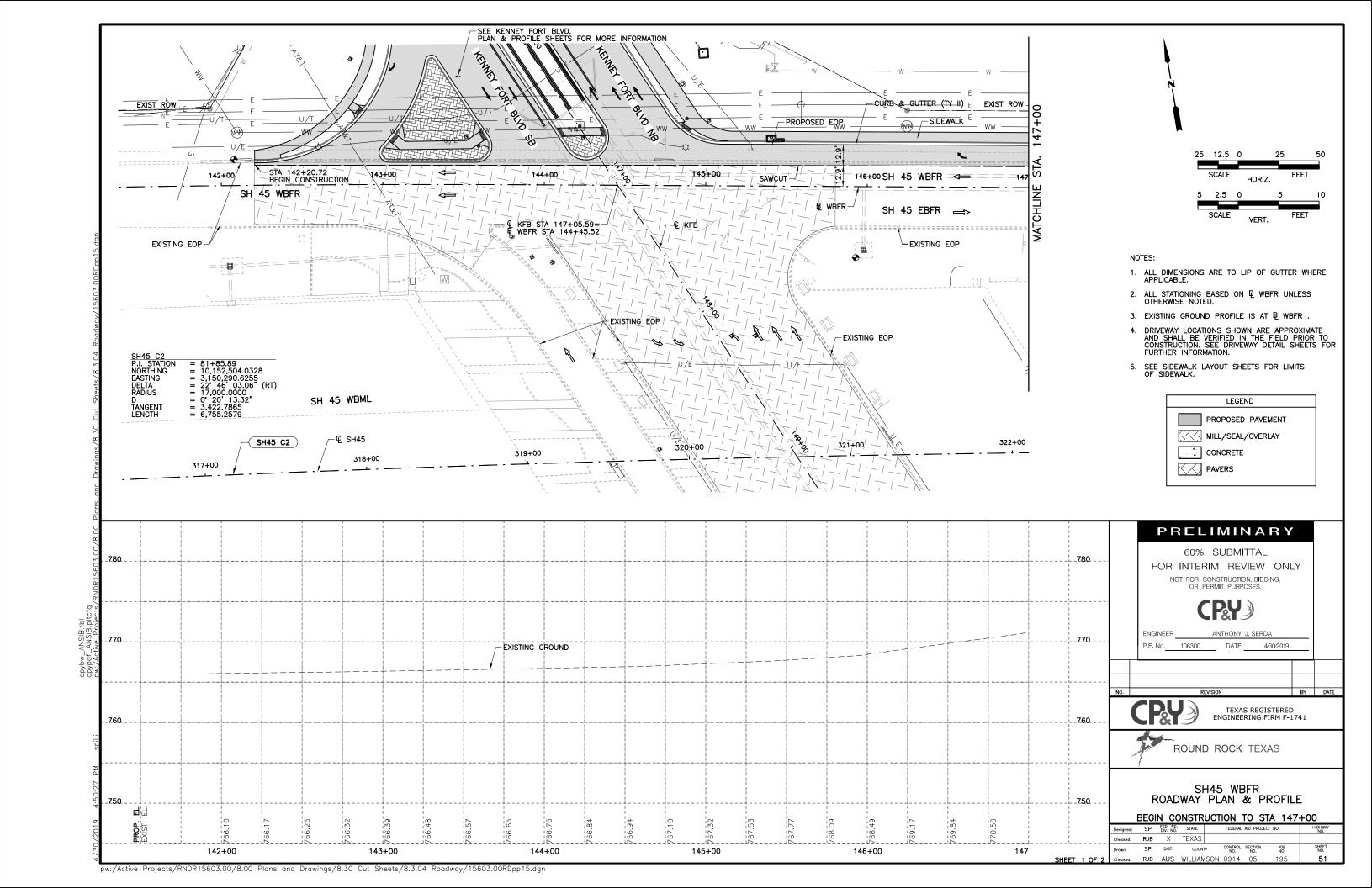












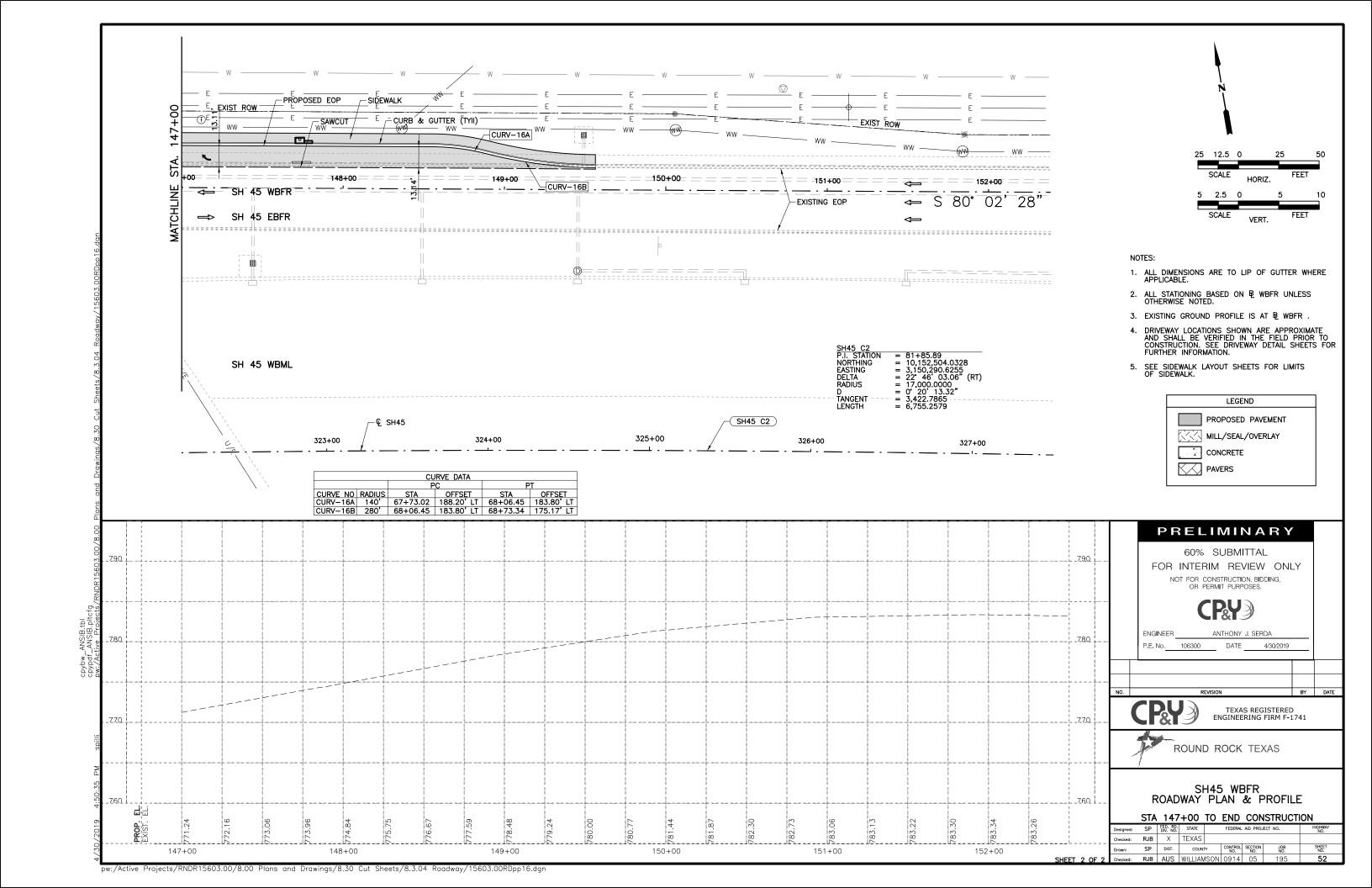


EXHIBIT C

Approved Construction Plans

To be made part of document prior to beginning of construction

EXHIBIT D

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

EXHIBIT E

Attachment A (FHWA Additional Requirements)

To be made part of document if applicable