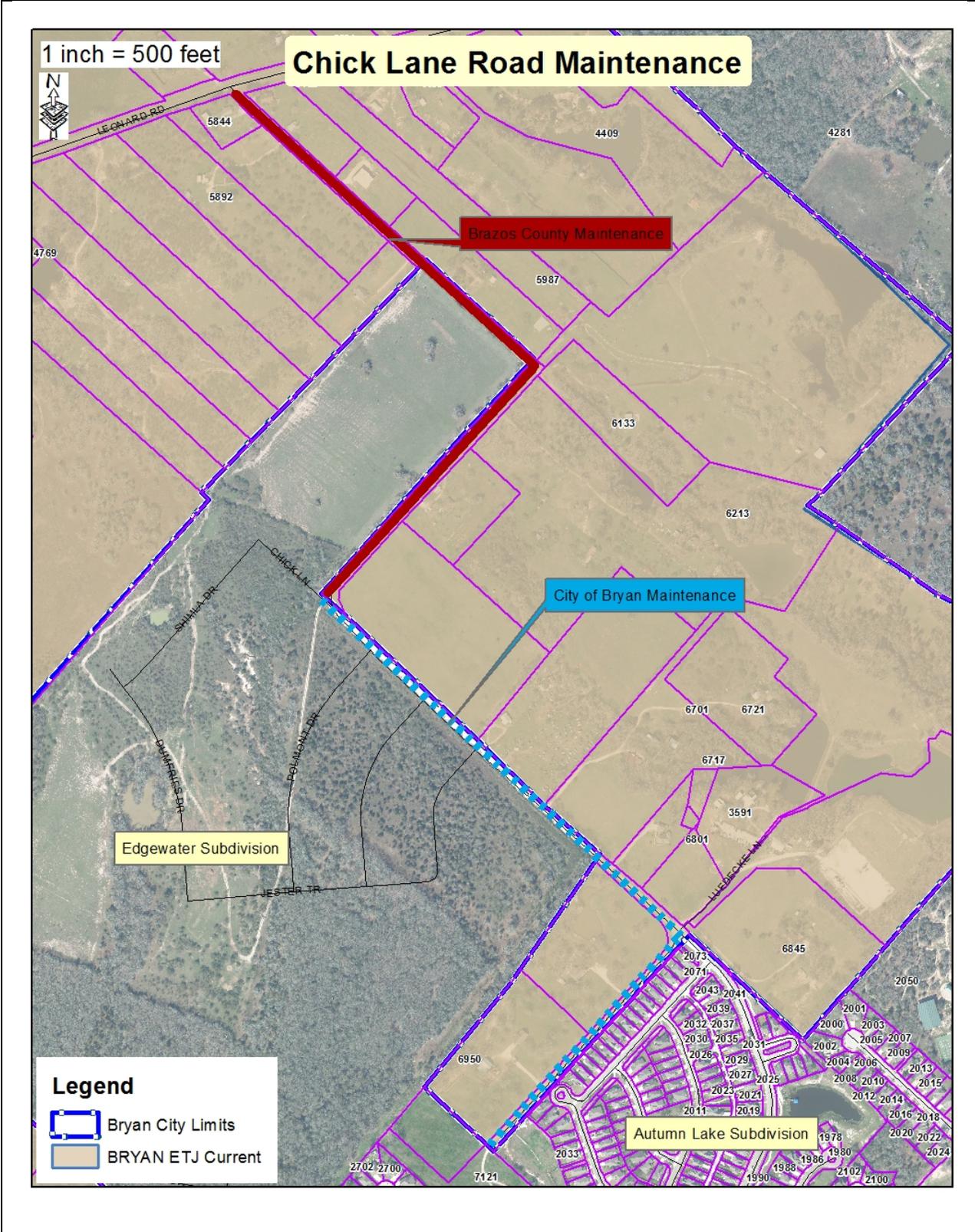


## ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> January 13, 2015		<b>DATE SUBMITTED:</b> December 15, 2014	
<b>DEPARTMENT OF ORIGIN:</b> Public Works / Engineering		<b>SUBMITTED BY:</b> W. Paul Kaspar	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>	<b>STRATEGIC INITIATIVE:</b>
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
<b>AGENDA ITEM DESCRIPTION:</b> Consider executing an Interlocal Agreement (ILA) with Brazos County defining the maintenance responsibilities for the segments of Chick Lane inside and outside the City limits of Bryan.			
<b>SUMMARY STATEMENT:</b> The Edgewater Subdivision is developing to the northwest of the existing Autumn Lake Subdivision in west Bryan. This new subdivision will have over 600 new homes when built out, over many phases. The infrastructure is ready to be built by the developer and construction has already begun on some of the utilities. This subdivision has been through much iteration in its master plan over the last few years and it is exciting to see construction ready to begin.			
<p>It was identified during the zoning and platting processes that Chick Lane meanders in and out of the city limits after voluntary annexation of the proposed subdivision took place in early 2012. The current city limits boundary creates a segment of what is currently Chick Lane (that will become Autumn Lake Drive after construction) that will still remain in the County due to a group of landowners who were not in favor of joining the voluntary annexation. The City could not annex around those landowners as it would have created another "donut hole," which are no longer allowed under State law. The map below shows the area outside the City as shaded and the boundary of the City limits is the dark blue line.</p>			
<p>To have uniform maintenance of the roadway, City and County staff have discussed defining the maintenance boundaries for Chick Lane to be something different than the city limits boundaries as they are today. The map below outlines the proposed segments to be maintained by each entity. Maintenance costs associated with this agreement will be funded by the Transportation Fee through annual street maintenance contracts or through routine maintenance performed by City staff.</p>			



**STAFF ANALYSIS AND RECOMMENDATION:** Staff recommends executing the Interlocal Agreement with Brazos County defining the maintenance responsibilities for the segments of Chick Lane inside and outside the city limits of Bryan. The City of Bryan finds public purpose in maintaining the proposed segments of Chick Lane as a

portion of this segment will be constructed by the Edgewater Development as the extension of Autumn Lake Drive and the remainder proposed to be maintained by the City of Bryan is the dead end portion that would be cut off from the remainder of Chick Lane maintained by the County.

**OPTIONS (In Suggested Order of Staff Preference):**

1. Execute the Interlocal Agreement with Brazos County.
2. Do not execute the Interlocal Agreement with Brazos County.

**ATTACHMENTS:** Interlocal Agreement with Brazos County

**FUNDING SOURCE:** N/A directly (future maintenance will be funded by Transportation Fee and other sources)

**APPROVALS:** Jayson E. Barfknecht 12/29/15; Hugh R. Walker, 01/05/2015

**APPROVED FOR SUBMITTAL: CITY MANAGER** Kean Register, 01/05/2015

**APPROVED FOR SUBMITTAL: CITY ATTORNEY** Janis K. Hampton, 01-05-2015

Revised 05/2013

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT BETWEEN  
BRAZOS COUNTY AND  
THE CITY OF BRYAN  
CHICK LANE ROAD MAINTENANCE**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents;

**WHEREAS**, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of governmental functions; and

**WHEREAS**, both Bryan and the County own, construct, repair, and maintain public streets within their respective jurisdictions, some of which cross jurisdictional borders and the parties have determined that a more efficient allocation and use of resources can be achieved at these crossings by exchanging responsibility for maintenance over portions of the public streets within their particular jurisdictions; and

**WHEREAS**, the parties have further determined that the County and Bryan can share overall responsibility for maintenance of streets with cross jurisdictional connections so that the burden is distributed evenly and both entities benefit from the efficient use of resources; and

**WHEREAS**, there is a new subdivision being constructed off Chick Lane, and the City desires to maintain that portion between the new subdivision and the existing Autumn Lake subdivision as the street will, most likely, be annexed by the City in the future; and

**WHEREAS**, the parties desire to enter into this Agreement to apportion responsibility for maintenance of specific streets that cross jurisdictional borders to Bryan and the County, to agree on standards for street maintenance, and to ensure that the burden of maintenance is shared equally; and

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

**I. Shared Maintenance**

A. The parties agree to share maintenance of Chick Lane substantially as shown in **Exhibit A**, which is incorporated as if fully set forth herein. The City will maintain those portions of Chick Lane shown in blue and the County will maintain those portions of Chick Lane shown in red on **Exhibit A**.

B. The City is permitted to construct, or permit the construction of, improvements to Chick Lane outside City limits.

C. This Agreement further acts as a License by the respective parties, to allow the other party to use the easements and rights of way that constitute Chick Lane, to perform the maintenance described herein.

## **II. Maintenance Standards**

The parties will coordinate with one another, through their relevant departments, with regards to the standards to which streets must be maintained in the other party's jurisdiction. Except as otherwise agreed by the parties, streets do not need to be expanded, reconstructed, or replaced and the only requirement is that streets be maintained to substantially the condition they were in when being constructed.

## **III. Term and Termination**

This Agreement shall be in force for a term of one (1) year following execution by both parties, which shall be deemed to be the date of approval by the respective governing bodies. This Agreement shall automatically renew annually for renewal terms of one (1) year unless either party gives notice of intent not to renew at least ninety (90) days prior to the end of the current term.

This Agreement may be terminated by either party in the event of a breach, provided that the breaching party is given written notice and sixty (60) days to cure such breach. If the breaching party fails to cure such breach within the allotted time, the non-breaching party may send notice of termination, effective immediately upon receipt.

## **IV. Miscellaneous**

A. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

B. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

C. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.

D. Amendments. Except as otherwise provided herein, no amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

E. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

F. No Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by

the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

G. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

H. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

I. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.

J. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

K. Gender and Number. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise

CITY OF BRYAN:

BRAZOS COUNTY:

\_\_\_\_\_  
Jason P. Bienski, Mayor

\_\_\_\_\_  
Duane Peters, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

\_\_\_\_\_  
Karen McQueen, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Janis K. Hampton, City Attorney

Exhibit A

