

MEMORANDUM OF UNDERSTANDING
TEXAS DEPARTMENT OF TRANSPORTATION – AUSTIN DISTRICT
THE CITY OF PFLUGERVILLE

This Memorandum of Understanding (“**MOU**”) is entered into by and between Texas Department of Transportation (“**TXDOT**”), a transportation authority for the State of Texas and the City of Pflugerville (“**City**”), a Texas municipal corporation and political subdivision of the State of Texas. TXDOT and the City are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

The Parties hereto have agreed to the mutual obligations and performance of the conditions of this Agreement as hereinafter described.

WHEREAS, TxDOT will enter into this Memorandum of Understanding (MOU) with the City of Pflugerville for use of the MOKAN corridor to allow for improved connectivity within the community and promotion of economic development for the region while still maintaining the opportunity to provide regional use of the corridor.

Through this MOU, TxDOT implements its authority under Texas Transportation Code §201.103, which authorizes TxDOT to plan and make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads.

Texas Transportation Code, §201.206, authorizes TxDOT to accept, from any source, a donation or contribution in any form, including realty, money, materials, or services, for the purpose of carrying out its functions and duties.

AGREEMENT

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

1. The Parties agree that TXDOT will allow the City to construct Main Street across the MOKAN in downtown Pflugerville. Main Street is intended as a roadway with 100’ of right of way and includes travel lanes, on street parking and sidewalks. Main Street will cross MOKAN in an east/west connection across MOKAN, ultimately connecting Railroad Avenue to FM685 in Downtown Pflugerville.

2. The Parties agree that TXDOT will permit the construction of Kenney Fort Boulevard south of SH45 to Meister Road. Kenney Fort Boulevard is a planned roadway that will be designed and constructed through a partnership with the adjacent development.
3. The City acknowledges that TxDOT is completing a feasibility study in the MOKAN right-of-way for future development. Should any of the improvements completed within the scope of this agreement conflict with TxDOT's future use of the MOKAN corridor, the City of Pflugerville acknowledges that the improvements may be removed by TxDOT. In the event removal is required, the City of Pflugerville will fund said removal and shall restore such ROW to the reasonably same condition that existed immediately prior to the City's commencement of construction activities and to the specifications of TxDOT.
4. The Parties understand and agree the developments described above which are to be mutually agreed upon by the Parties are contingent on a fully executed Advance Funding Agreement that authorizes the above-mentioned improvements.
5. The City agrees to be responsible for all maintenance and operation of the improvements constructed in accordance to TxDOT specifications.
6. The City agrees to hold and save TxDOT free from damages that may result from the construction described herein or any operations related to the improvements constructed by the City.
7. The City shall comply with all applicable federal, state, and local laws.
8. The City 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 logistic roadway. The City shall include TXDOT as an additional insured by endorsement in the City's commercial liability insurance policy. Prior to beginning work on TXDOT ROW, the City 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 construction and operation of the logistic roadway.
9. TXDOT agrees to notify the City in writing anytime TXDOT receives a request or application for any third-party modification, construction, or encroachment within the ROW described herein. Upon notification, the Parties will have a joint review and concurrence rights to ensure the best interest of both the City and TXDOT.
10. TXDOT reserves the right to issue permit to third parties for temporary access to designated state roadways, including but not limited to special events, utility work, and other transportation functions.

11. In no event will TXDOT be liable for any losses or damages for failure to notify the Developer as provided herein.
12. This MOU will be executed and effective as of the date of the last Party to sign (the “Effective Date”) and is in effect until terminated by the Parties on mutual consent.
13. Neither Party may assign its responsibility hereunder to any other person or entity without prior written consent of the other Party.
14. This MOU embodies the entire agreement of the Parties as of the date hereof concerning the subject matter of this MOU. This MOU may be amended only by an agreement in writing signed by the Parties hereto.
15. Executed electronic copies of this MOU are deemed to be an original copy and constitute one agreement binding on all Parties hereto.
16. Nothing in the MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of the parties.

This MOU is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above. Nothing in this MOU binds the parties to perform beyond their respective authorities.

Any notice to be given under this agreement shall be by email or regular USPS mail to each party at the address shown below:

IF TO TXDOT:	DISTRICT ENGINEER EMAIL: tucker.ferguson@txdot.gov 7901 N. IH-35 Austin, TX 78759 (512) 832-7022
IF TO THE CITY OF PFLUGERVILLE:	CITY MANAGER EMAIL: ADDRESS: PH: (512) 832-7022

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

Date: _____

The City of Pflugerville

By: _____

Printed Name: _____

Title: _____

Date: _____