

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is made by and between Comal County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the “County”), acting through its duly authorized representative, County Judge, Sherman Krause and the City of New Braunfels, a Municipal Corporation located in Comal County, Texas (hereinafter referred to as the “City”), acting through its duly authorized City Manager, Robert Camareno. This Agreement is for the utilization and improvement of the County owned properties located at 340 North Seguin Avenue, and 155 E. Bridge Street, and to construct a public parking lot. An additional County owned property, the existing parking lot behind 396 N. Seguin Avenue will also be included with the above mentioned properties to serve as public parking.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal cooperation agreements; and

WHEREAS, the County and the City desire to enter into this Agreement for the public purpose of improving the County owned properties located at 340 North Seguin Avenue and 155 E. Bridge Street by constructing and operating a public parking lot; and

WHEREAS, the County in order to satisfy the parking requirements for the newly remodeled and enlarged building located at 199 Main Plaza will include its parking lot located behind the property addressed at 396 North Seguin Avenue into this Agreement which will also provide additional parking to the public, and

WHEREAS, the County and the City have determined that this interlocal agreement will serve the best interests of the citizens of Comal County and the City of New Braunfels; and

WHEREAS, the governing bodies of both the County and the City have authorized the Agreement.

NOW, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

ARTICLE I PREMISES

1. **PREMISES:** The following County-owned properties are subject to this Agreement (hereinafter referred to as the “Premises”) and shall be used as public parking lots.
 - a. The property located at 340 North Seguin Avenue legally described as, 0.315 Acres, City Block 2013, Lot W 71.8 Lots 229 and 230 and the property located at 155 E. Bridge Street legally described as 0.526 Acres, SE 119.6 feet of Lots 229 and 230, City Block 2013 hereinafter referred to as the “Properties”. Said Properties being more particularly described in a diagram attached as Exhibit “A” and incorporated herein by reference for all purposes.
 - b. The property located behind 396 North Seguin Avenue which faces Zinc Street which is legally described as 0.414 Acres, City Block 2013, Lot E. 95 Lots 247-248. Said Property to be described as the “Additional Property” and more particularly described in a diagram attached as Exhibit “A”.

ARTICLE II TERM

1. **INITIAL TERM:** The initial term of this agreement shall be for a period of ten (10) years commencing on August 1, 2019.
2. **EARLY TERMINATION:** After the first anniversary of this Agreement, the County may terminate this Agreement upon 60 days written notice to the City, provided that the County shall reimburse the City for the unamortized portion of the cost of enhancing the Parking Lot on the Properties. In connection to such reimbursement, the County’s obligation shall be premised on the following: the initial cost of such parking lot enhancements shall not exceed \$150,000 and the cost shall be amortized in a nine (9) year straight line amortization schedule. Should the County request termination of this Agreement, the City shall be reimbursed on the prorated basis set forth above prior to any termination becoming effective. Other than the foregoing, this Agreement may only be terminated by the mutual agreement in writing between the County and the City and approved by the respective governing bodies.

ARTICLE III IMPROVEMENTS

The City shall cause to be constructed on the Properties, an approximately 97 space parking lot as described on the attached Exhibit “B”. The City will be expending \$150,000 on the improvement of the Properties in the construction described above. Construction shall commence no later than September 1, 2019 and shall be completed no later than December 31, 2019.

**ARTICLE IV
MAINTENANCE AND REPAIRS**

The County at its sole cost and expense, shall have the responsibility to maintain the Properties and Additional Property, except the City shall be have the responsibility to maintain the lighting system and the sign located on the Properties.

**ARTICLE V
UTILITIES**

The City agrees that it will pay for all costs associated with connecting and usage of any and all utilities related to lighting on the Properties.

**ARTICLE VI
USE OF PARKING LOT**

1. The City and County agree that the amount of parking available on the Properties and Additional Property is being counted toward the overall parking requirement for the County's facilities located at 100 Main Plaza, 199 Main Plaza and 188 North Seguin Avenue. If this Agreement remains in effect, this Agreement shall satisfy the City's requirement for an offsite parking agreement.
2. The City and County agree that the Properties and Additional Property shall be made available for public parking 24 hours per day, 7 days per week and the County authorizes the City to install the appropriate signage to advertise this public parking lot.
3. The City and County further agree that no parking spaces shall be reserved or made exclusive for the use of the County or others, and all spaces shall be available to the public at all times on the Properties and Additional Property.
4. Notwithstanding the foregoing, the County is authorized to temporarily restrict the Additional Property as needed to provide for voter parking during election voting periods.

**ARTICLE VII
NATURE OF RELATIONSHIP**

1. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the County and the City, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The City shall maintain exclusive control, direction and management of its own employees, and the County shall have no rights with respect thereto, except for the County's right to enforce covenants of the City as set forth in this agreement.

2. **IMMUNITY:** It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
3. **LIABILITY:** Both parties shall be responsible for the acts or failure to act of their respective employees, agents or servants, provided, however, their responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act..

ARTICLE VIII INSURANCE

1. The County shall be responsible for providing all necessary insurance to cover the property during the term of this agreement.

ARTICLE IX ASSIGNMENT

1. The City shall not assign or sublet any portion of the premises without the County's written consent. The County likewise shall not assign or sublet any portion of the premises without the City's written consent.

ARTICLE X PROVISIONS

1. **NOTICES:** All notices required herein shall be sent to the respective parties at the following addresses:

To the County:	Comal County Attn: County Judge Sherman Krause 150 N. Seguin Ave. New Braunfels, TX 78130
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To the City:	City of New Braunfels Attn: City Manager 550 Landa Street New Braunfels, TX 78130
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2. **BINDING EFFECT:** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

3. **GOVERNING LAW/VENUE:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
4. **SEVERABILITY:** If any term or provision of this Agreement, or the application to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
5. **REPRESENTATIONS AND WARRANTIES:** The County and City represent that each respective signatory has the full and complete authority to enter into this Agreement and that the joinder of no other person is required in order to cause this Agreement to be fully binding upon their respective properties.
6. **AMENDMENT:** This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by the duly authorized representative of the County and the City.
7. **CURRENT REVENUES:** Each party shall render performance and/or payment required under this Agreement from then-current revenues legally available to each party.
8. **ENTIRE CONTRACT:** This instrument contains the entire Agreement between the parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter of this Agreement which have not been included herein, and this Agreement supersedes any and all other agreements, either oral, or in writing, between the parties hereto with respect to the subject matter herein.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2019.

COUNTY

By: _____
Sherman Krause, County Judge

Date: _____

Attest:

By: _____
Bobbie Koepp, County Clerk

Date: _____

CITY

By: _____
Robert Camareno, City Manager

Date: _____

Attest:

By: _____
Patrick Aten, City Secretary

Date: _____



Legend

Permits

- Septic
- Piprow/Driveway
- Floodplain
- Utility

Addresses

Major Roads

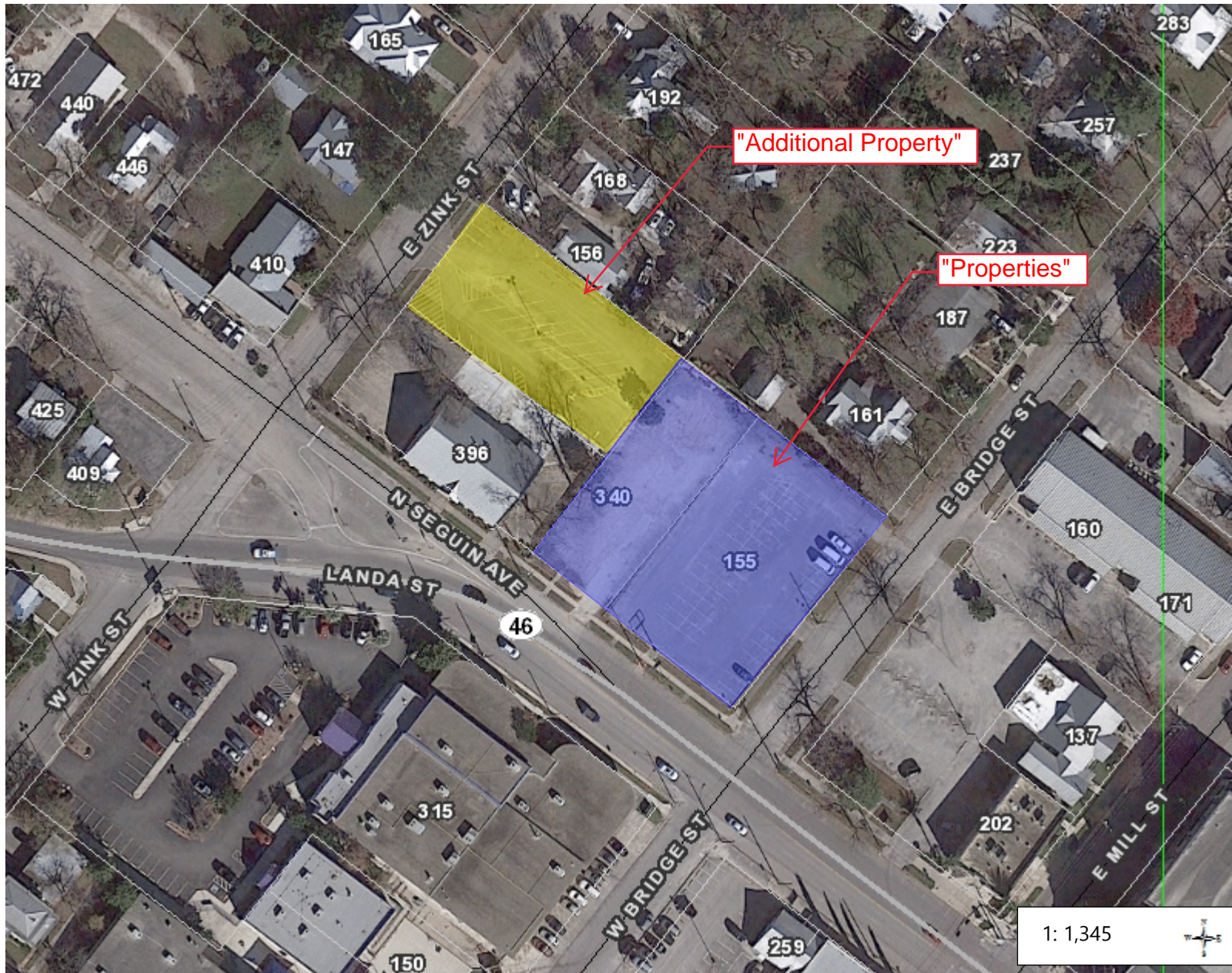
- Farm roads
- Highways

Streets

Parcels

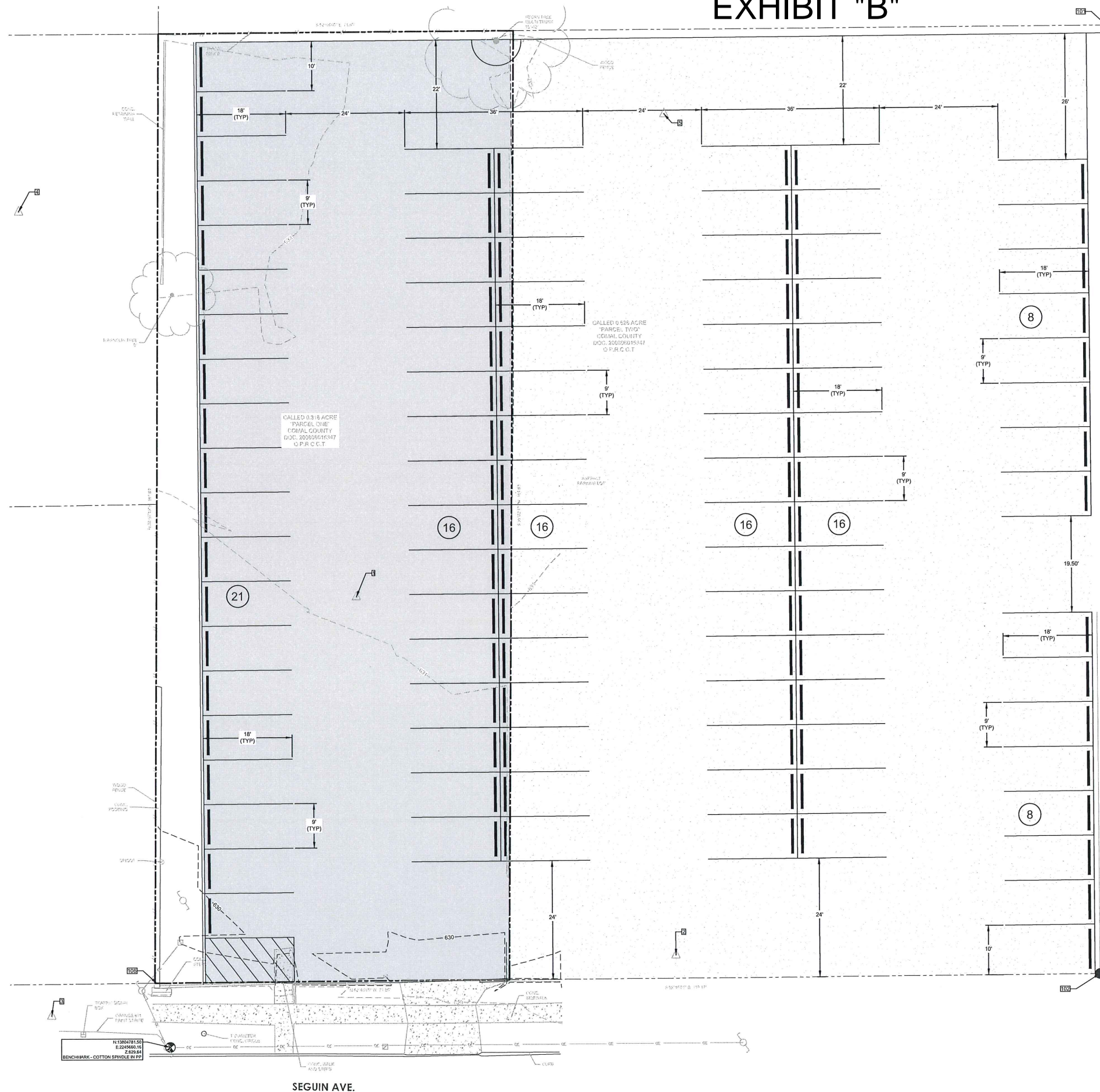
Future Parcels

- Red: Band_1
- Green: Band_2
- Blue: Band_3

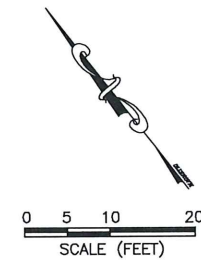


Notes

EXHIBIT "B"



BRIDGE ST.



LEGEND:

	EXIST CONTOUR
	EXIST PROPERTY BOUNDARY
	EXIST ASPHALT PAVEMENT
	EXIST FENCE
	EXIST 1/2" IRON PIPE FOUND (UNLESS NOTED)
	BENCH MARK
	EXIST WATER VALVE
	EXIST POWER POLE
	EXIST CONTROL POINT
	EXIST OVERHEAD POWER
	PROP PARKING STRIPING
	PROPOSED CURB AND GUTTER
	PROPOSED ASPHALT
	PROPOSED RE-SURFACING

PAVEMENT MARKINGS:

FURNISH AND INSTALL PAVEMENT MARKINGS OF THE TYPE AND SIZE SPECIFIED ON THE PLANS AND AS REQUIRED FOR COMPLIANCE WITH GOVERNING CODES. IF NO GOVERNING CODES APPLY, THEN USE TXDOT STANDARDS.

1. CONTRACTOR SHALL CLEAN PAVEMENT OF GREASE, DIRT, OIL, SAND, GRAVEL OR OTHER FOREIGN MATERIAL PRIOR TO APPLYING MARKINGS AS RECOMMENDED BY PAINT MANUFACTURER.
2. PAVEMENT MARKINGS SHALL BE APPLIED BY MACHINE AT A RATE OF 1 GALLON/ 100 SQUARE FEET.
3. PAVEMENT MARKINGS SHALL NOT BE APPLIED DURING PERIODS OF HEAVY HUMIDITY OR PAVEMENT TEMPERATURES BELOW 50° F.
4. MINIMUM LINE WIDTH IS 4 INCHES. PAVEMENT MARKINGS MUST COMPLY WITH LOCAL FIRE STANDARDS AND CURRENT ACCESSIBILITY CODE.
5. A MINIMUM OF 2 COATS SHALL BE REQUIRED. WAIT 30 DAYS AFTER PAVEMENT INSTALLATION BEFORE APPLYING THE SECOND COAT OF PAVEMENT MARKINGS.
6. CLOSE AREAS TO TRAFFIC FOR THE DURATION OF DRYING TIME, WHICH SHALL BE NO LESS THAN THE MINIMUM RECOMMENDED BY THE PAINT MANUFACTURER.
7. TRAFFIC PAINT SHALL BE SHERWIN WILLIAMS PRO-MAR TRAFFIC PAINT OR APPROVED EQUAL.

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
1	MAG	631.041	13804803.30.3000	2245475.735
2	MAG	629.913	13804733.40.0400	2245752.546
3	MAG	629.115	13804801.2300	2245645.050
4	MAG	630.208	13804933.7100	2245739.468
100	IRF 12	631.411	13804903.2500	2245994.910
101	MAG	631.925	13804869.2900	2245854.716
101	IRF 14	630.692	13804828.5400	2245936.336
102	IRFC ORANGE ILLEGIBLE	629.831	13804677.8600	2245817.946
103	IRF 12	628.917	13804909.4900	2245513.320
104	IRF 12	628.486	13804561.9800	2245631.362
105	IRF 12	628.132	13805135.7900	2245690.609
106	FOUND X IN CONC	629.873	13804793.40.0000	2245665.929

BRIDGE STREET PARKING LOT

340 N. SEGUIN AVE.
NEW BRAUNFELS, TX. 78130
PROPOSED SITE PLAN -
DIMENSION CONTROL PLAN

JOB: 18CONB001		
DATE: 2019-02-15		
DRAWN: TJN	PM:	
DESIGN: BA	DM:	
PEER: LEK	OTHER:	
REVISIONS:		
DELTA	DESCRIPTION	DATE

SHEET:
C3.0

