



## March 26, 2025 AGENDA ITEM #10

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Discuss and consider approving an agreement with Bastrop County for the schematic design and environmental study for the eastern extension of 290 Toll

Strategic Plan Relevance:	Stewardship, Collaboration and Safety
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The Mobility Authority is undertaking and funding an environmental study and schematic design of an eastern extension of 290 Toll. The study is planned to consider extending 290 Toll eastward to Elgin in Bastrop County. The Mobility Authority, under Texas Transportation Code 370.033(f) and 370.161(2), plans to enter into an agreement with Bastrop County to study and plan the project, including the development of a schematic plan and a National Environmental Policy Act (NEPA) environmental study of the Project. A draft agreement has been negotiated, which permits the Mobility Authority's study in the adjacent County.

Bastrop County Commissioner's Court is considering the agreement at their March 24, 2025 meeting. If the agreement is approved by Bastrop County, a copy will be available at the Mobility Authority Board meeting.

**Previous Actions & Brief History of the Program/Project:** On October 16, 2019, the City of Manor passed a resolution in support of a potential extension of the 290E Manor Expressway eastward and asked its regional transportation partners to move forward with the Project. Similarly, the City of Elgin passed a resolution on November 5, 2019, supporting an extension of the 290E Manor Expressway eastward to Elgin. On February 26, 2020, the Mobility Authority authorized the commencement of a feasibility

study for the project. On August 16, 2024, TxDOT provided a letter approving the Mobility Authority to begin an environmental and schematic study of a US 290 toll extension.

**Financing:** N/ A

**Action requested/Staff Recommendation:** Staff recommends approval of an Agreement with Bastrop County for the schematic design and environmental study for the eastern extension of 290 Toll and authorization for the Executive Director to execute the Agreement.

**Backup provided:** Agreement

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 25-0XX**

**APPROVE AN AGREEMENT WITH BASTROP COUNTY FOR THE SCHEMATIC  
DESIGN AND ENVIRONMENTAL STUDY OF THE  
EASTERN EXTENSION OF 290 TOLL**

WHEREAS, the cities of Manor and Elgin passed resolutions in support of a potential extension of 290 Toll eastward from SH 130 to Elgin, Texas; and

WHEREAS, following a feasibility study, conducted by the Mobility Authority, the Texas Department of Transportation authorized the Mobility Authority to begin an environmental and schematic study for the eastern extension of 290 Toll in August 2024; and

WHEREAS, the scope of the planned environmental and schematic study extends into Bastrop County, which is outside but adjacent to the Mobility Authority's area of jurisdiction; and

WHEREAS, Section 370.161 of the Transportation Code only allows the Mobility Authority to study, evaluate, design, finance, acquire, construct, operate, maintain, repair, expand, or extend a transportation project in a county adjacent to its area of jurisdiction if it has entered into an agreement with that county; and

WHEREAS, to address this issue the Executive Director and Bastrop County staff have negotiated an agreement the development of schematic design and an environmental study of an eastern extension of 290 Toll; and

WHEREAS, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_2025, The Bastrop County Commissioners Court approved the proposed agreement in the form attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends the Board also approve the agreement with Bastrop County for the development of environmental and schematic studies for a potential extension of 290 Toll eastward from SH 130 to Elgin, Texas in the form or substantially same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed agreement with Bastrop County and authorizes the Executive Director to finalize and execute the agreement for the development of environmental and schematic studies for a potential extension of 290 Toll eastward from SH 130 to Elgin, Texas on behalf of the Mobility Authority in the form or substantially the same form as attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26<sup>th</sup> day of March 2025.

Submitted and reviewed by:

Approved:

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James Bass  
Executive Director

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Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**

**THIS AGREEMENT** (the “Agreement”) is effective as of [REDACTED], 2025, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”) and BASTROP COUNTY (the “County”), political subdivisions of the State of Texas (sometimes referred to herein individually as a “Party” and, collectively, as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

**WHEREAS**, the County is a county of the State of Texas located adjacent to the Mobility Authority’s area of jurisdiction; and

**WHEREAS**, pursuant to Sections 370.033(f) and 370.161 of the RMA Act, a regional mobility authority must enter into an agreement with a county adjacent to the authority’s area of jurisdiction prior to studying or planning a transportation project in that adjacent county; and

**WHEREAS**, the Mobility Authority constructed 290 Toll, which includes three tolled mainlanes and three non-tolled general-purpose lanes in each direction along US 290 from the US 183 interchange to an area east of SH 130 and direct connectors at both US 183 and SH 130 in Travis County, Texas; and

**WHEREAS**, the Parties agree that it would benefit the residents of the Central Texas Region to study and plan for an extension of 290 Toll in an area from its existing terminus in Travis County to SH 95 in Bastrop County as shown in Exhibit A (the “Project”); and

**WHEREAS**, each Party’s governing body has authorized and approved this Agreement as evidenced by the resolutions attached hereto as Exhibits B and C.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

- 1. Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes and are found by the Parties to be true and correct.
- 2. Bastrop County Commitments.** The County acknowledges its approval of, and support for, the study and planning of the Project by the Mobility Authority pursuant to the RMA Act. The County will take all actions reasonably requested by the Mobility Authority which are consistent with this Agreement and in furtherance of the purposes of this Agreement. However, in no event shall the County be responsible for providing any funding for the study and planning of the Project.

**3. Mobility Authority Commitments.** The Mobility Authority shall be responsible for all activities associated with studying and planning the Project and will maintain ownership of all work product resulting from its planning and studying efforts. The Mobility Authority's efforts shall, at a minimum, include the development of a schematic plan and a National Environmental Policy Act (NEPA) environmental study of the Project. At the conclusion of the NEPA study, the Mobility Authority will present the findings of the study to the Bastrop County Commissioners, and may present updates throughout the course of the study as requested by the County. The Mobility Authority shall be solely responsible for all costs and expenses associated with planning and studying the Project.

**4. Term and Termination.** This Agreement becomes effective on the date stated in the opening paragraph and shall be in full force and effect until the Parties have completely performed their obligations as stated herein.

**5. No Other Commitments.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other action, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. This Agreement does not constitute a commitment to design or construct the Project or a guarantee that the Project will ever be designed or constructed. This Agreement does not represent the County's approval or agreement for the Mobility Authority to finance, acquire, construct, operate, maintain, repair expand, or extend the Project as required by Section 370.161 of the RMA Act.

**6. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**7. Compliance With Applicable Laws.** Each of the Parties shall ensure that its performance of any work or other obligations under this Agreement is performed in compliance with all applicable state and federal laws.

**8. Authorization.** Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

**9. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**10. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall

be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**11. Venue.** The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Travis County, Texas.

**12. Assignment.** Except as otherwise provided in this Agreement, a Party may not assign this Agreement without first obtaining the written consent of the other Party.

**13. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**The Parties** are signing this agreement to be effective on the date stated in the introductory paragraph.

#### **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_  
James M. Bass  
Executive Director

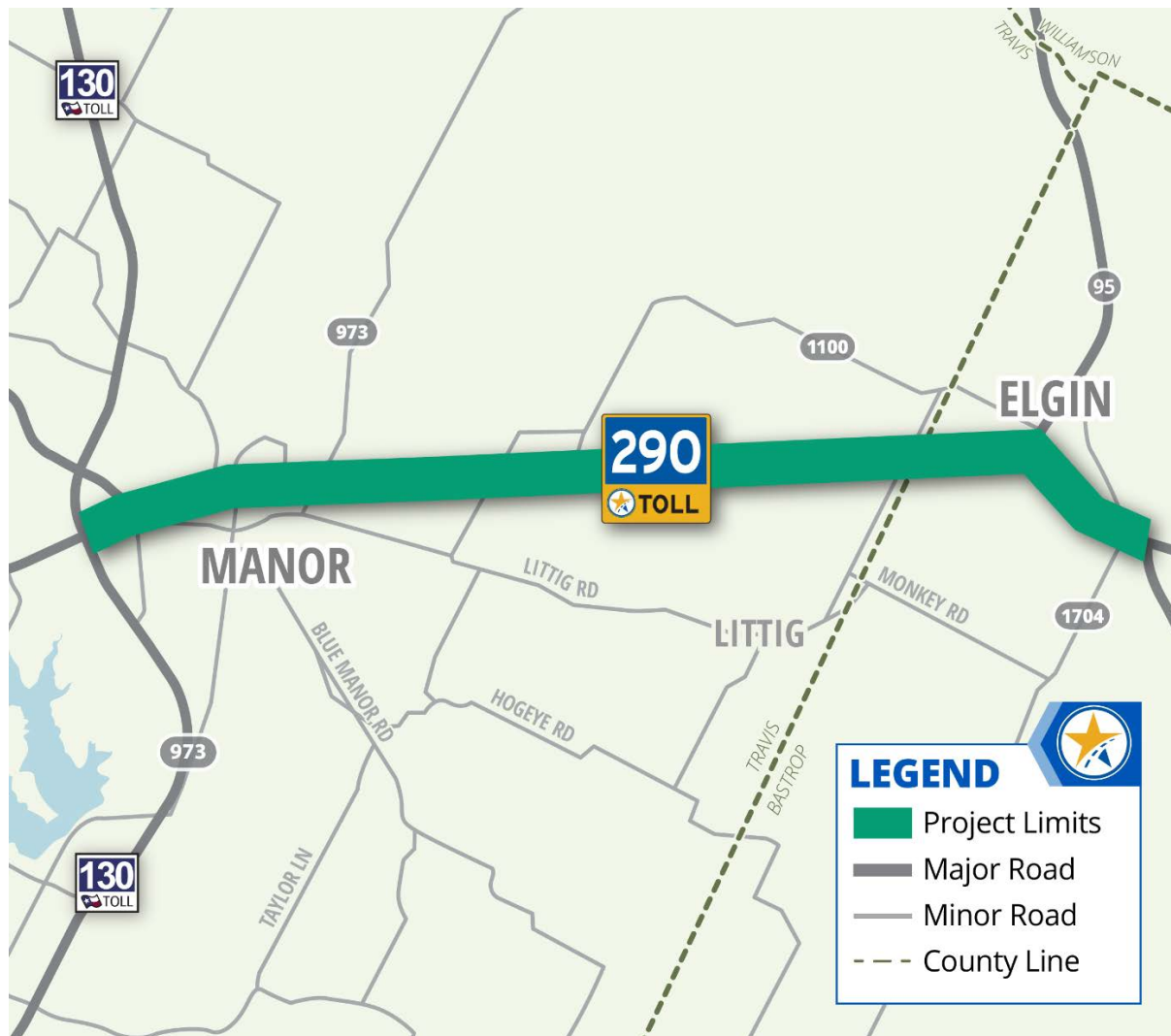
#### **BASTROP COUNTY**

By: \_\_\_\_\_  
Gregory Klaus  
Bastrop County Judge



**Exhibit A**

**Project Map**



**Exhibit B**

**Bastrop County Resolution**

**Exhibit C**

**Central Texas Regional Mobility Authority Resolution**