



## Travis County Commissioners Court Agenda Request

**Meeting Date:** August 21, 2012

**Prepared By:** Anna Bowlin Phone #: 845-7561

**Division Director/Manager:** Steven M. Manilla, P.E.

**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Receive briefing on regional transportation partnership funding mechanisms; and
- B) Consider and take appropriate action on the Lazy Nine Municipal Utility District No 1A's application for approval of road powers.

### **BACKGROUND/SUMMARY OF REQUEST:**

A) As development continues to occur in rural areas of Travis County, tens of thousands of new vehicle trips per day are being placed on the existing roadway network. The existing transportation network does not have capacity to accommodate the additional traffic at an acceptable level of service. Developers traditionally pay for the roadway improvements inside their development but not for the impact on the rest of the transportation network.

There have been at least five large development projects in the Manor area that have been discussed at Commissioners Court meetings in the last few years. Before and after those meetings, county staff, other jurisdictions, area developers, neighborhood representatives, and other stakeholders have met several times to discuss the issue and possible solutions. There is a willingness to work together to address the Manor area transportation needs but there is not a consensus on which mechanism would best address the situation.

Attached to this agenda request is an exhibit that describes the Regional Transportation Funding Partnership Mechanisms that have been discussed during the stakeholder meetings. At this time there does not appear to be a clear consensus in the development community about the best alternative, since there are advantages and disadvantages to each mechanism.

B) The Lazy Nine Municipal Utility District has requested road powers authority from the Texas Commission on Environmental Quality (TCEQ) in order to help finance the costs to complete the remaining arterial and collector roadways in Sweetwater, including the Pedernales Summit Parkway extension from the current terminus to

State Highway 71 West. The roadway improvements will be subject to Travis County regulations, and will go through the review, approval and inspection, and street acceptance processes.

### **STAFF RECOMMENDATIONS:**

Staff recommends that the Commissioners Court support the Lazy Nine Municipal Utility District's application for road powers.

### **ISSUES AND OPPORTUNITIES:**

There are issues and opportunities with each type of funding mechanism. Each developer is reluctant to commit to any funding mechanism that would not apply equally to all developers who benefit from the roads. They believe that, unless all developers who they believe benefit from the roads commit to the funding mechanism, it unfairly creates a competitive advantage or disadvantage among them. The developers have not yet agreed on a definition of which of them do or do not benefit from the roads.

If the financing mechanism is the per lot fee under a regional phasing agreement or the collection of Public Improvement District (PID) assessments over time, it could take years to accumulate sufficient funds to carry out a project.

If the financial mechanism is a Municipal Utility District (MUD), the roadway improvements could be made faster than they would be made under a PID. The creation of a MUD requires legislative approval and many developers try to use MUDs as a tool to fund their infrastructure. While it is true that MUDs require legislative action, and that action might not pass, in the last legislative session several local area MUDs have been created with City of Austin consent for those in the City's ETJ. It is also worth noting that the City of Austin historically preferred PIDs over MUDs but is now allowing MUDs at least partially in light of the difficult financing hurdles developers now face.

Tax Increment Financing (TIF) was also considered as a funding mechanism. The most significant downside of a TIF is the diversion of revenue away from basic county services and the uncertainty that property values will increase as projected and accumulate sufficient funds to carry out a project.

Staff recommends either the Road District or Municipal Utility District mechanism because these alternatives would include all the land owners in the area, and would not divert money from basic county services.



**FISCAL IMPACT AND SOURCE OF FUNDING:**

The fiscal impact upon the county will depend in large part upon the funding mechanism.

The County's 2011 Bond referendum included many projects targeted for partnerships. Several roadway projects in the Manor area are included among those for which partnering is expected. The selection of a funding mechanism acceptable to all parties is critical to completing negotiations with the development community.

**EXHIBITS/ATTACHMENTS:**

TCEQ notification letter, Regional Transportation Funding Partnership Mechanisms (with attachments), draft response letter to TCEQ

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols	Assistant County Attorney	County Attorney's Office	845-9415

**CC:**

Don Ward	TNR Road & Bridge		
Steve Sun	TNR Public Works		
Cynthia McDonald	TNR Financial Svcs		

**AB:SM:**

**1101 - Development Svcs-**



**SAMUEL T. BISCOE**  
COUNTY JUDGE

---

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748      ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

July 25, 2012

Tammy Benter, Manager  
Utilities and District Section  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Re: Lazy Nine Municipal Utility District No. 1B of Travis County  
Application for Approval of Road Powers; Pursuant to Texas Water Code Section 54.234  
TCEQ Internal Control No. D-02212012-022  
CN: 603385501      RN: 105576110

Dear Ms. Benter,

The Travis County Commissioners Court has no objection and would support the request of the Lazy Nine Municipal Utility District No. 1B of Travis County for acquisition of road powers by the District as requested under the provisions of Section 54.0161 of the Texas Water Code. The Court feels this option is a good alternative for roadway construction financing. The construction of these roadways must comply with County standards of roadway construction and acceptance.

Please contact Don Ward at (512) 854-9317 for any further information or assistance in this request.

Sincerely,

Samuel T. Biscoe  
Travis County Judge



Bryan W. Shaw, Ph.D., *Chairman*  
Carlos Rubinstein, *Commissioner*  
Toby Baker, *Commissioner*  
Zak Covar, *Executive Director*



RECEIVED

MAY 24 2012

TNR

CODE: 0403

RECEIVED  
COUNTY JUDGE'S OFFICE  
12 MAY 22 PM 5:43

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 16, 2012

### CERTIFIED MAIL

The Honorable Samuel T. Biscoe  
County Judge  
Travis County Commissioners' Court  
314 W. 11th Street, Suite 520  
Austin, Texas 78701

Re: Lazy Nine Municipal Utility District No. 1A of Travis County (the "District");  
Application for Approval of Road Powers; Pursuant to Texas Water Code Section  
54.234.  
TCEQ Internal Control No. D-03022012-004  
CN: 602731572 RN: 104711262

Dear Judge Biscoe:

Information filed with the subject application appears to indicate that the District is located entirely within Travis County and outside the extraterritorial jurisdiction of any city. Therefore, the intent of the provisions of Section 54.0161 of the Texas Water Code are applicable to this application.

In compliance with the intent of the above cited statute, notification is hereby given that the referenced application has been filed with the Texas Commission on Environmental Quality (the "TCEQ"). The Commissioners' Court is requested to submit a written opinion stating whether or not the county would recommend the acquisition of road powers by the District and stating its findings, conclusions or other information to the TCEQ within 30 days of the date shown on the return receipt for this correspondence. The TCEQ will not render a final decision on the application until after the receipt of the Commissioners' Court comments or expiration of the 30-day submission period, whichever is earlier.

To assist in obtaining information on this project necessary for the consideration of the Commissioners' Court, the attorney and engineer for the district are as follows:

Mr. Steve Robinson  
Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

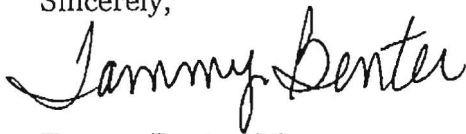
Mr. Rick Wheeler, P. E.  
Malone Wheeler, Inc.  
7500 Rialto Boulevard, Suite 240  
Austin, Texas 78735

The Honorable Samuel T. Biscoe  
Travis County, Texas  
Page 2  
May 16, 2012

If the Commissioners' Court does not wish to comment on this particular project, please make this known to us as soon as possible in order to avoid any unnecessary delay in the consideration of the bond application.

Please call Lyndon Poole at (512) 239-6971 if we can be of assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Tammy Benter". The signature is written in black ink and is positioned above the printed name and title.

Tammy Benter, Manager  
Utilities and District Section  
Texas Commission on Environmental Quality

cc:

Mr. Steve Robinson – Allen Boone Humphries Robinson, LLP (via email)  
Mr. Rick Wheeler, P.E. – Malone Wheeler, Inc. (via email)  
Mr. Ken Heroy, P.E. – Jones-Heroy and Associates, Inc. (via email)

October 4, 2010

VIA E-MAIL  
VIA REGULAR U.S. MAIL AND  
VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Anna Bowlin  
Director of Development Services  
Travis County  
Transportation and Natural Resources  
411 W. 13<sup>th</sup>, 11<sup>th</sup> Floor  
Austin, TX 78701

Re: Wolf Tract Preliminary Plan/C8J-2009-0078/**PHASING AGREEMENT**

Dear Anna:

Enclosed please find the Phasing Agreement which has been executed by Mr. Wolf.

This Phasing Agreement provides:

1. That there can be no final plat obtained for any portion of the Wolf Tract until the construction plans for either (a) Los Caballos Avenue leading to Blake Manor Road or (b) the roadway through the Eastwood Subdivision connecting with FM 973, has construction plans approved by the County, fiscal security for construction thereof has been accepted by and posted with the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied.

2. That there can be no final plat obtained for more than 100 lots until construction plans for both (a) Los Caballos Avenue leading to Blake Manor Road and (b) the roadway through the Eastwood Subdivision connecting with FM 973, have been approved by the County, fiscal security for construction thereof has been accepted by and posted with the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied.

3. Mr. Wolf shall, if requested by the County, upon the execution of the Phasing Agreement, dedicate or cause to be dedicated by plat or separate instrument the additional right-of-way and any required slope or drainage easements necessary to upgrade Blake Manor Road as shown on Exhibit C to the Phasing Agreement.

4. Mr. Wolf shall as each subsequent phase of the subdivision is submitted to the Commissioners Court for approval, post under a County-

Austin

• • • •

Dallas

• • • •

Houston



Anna Bowlin  
October 4, 2010  
Page 2

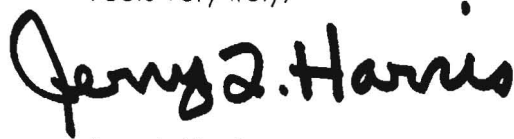
approved from the construction security for the cost of the improvements to the streets within the phase being final platted any additional portion of the streets necessary to provide access to such phase.

5. Mr. Wolf will participate in a Regional Phasing Agreement that will allow for a joint effort, with other developments within the area to provide traffic mitigation measures for roadways and intersections impacted by the development of the Wolf Subdivision and the other developments within the area.

In addition to these provisions, the Phasing Agreement contains all of the other standard Travis County phasing agreement provisions.

On behalf of Mr. Wolf, I am requesting that the Wolf Preliminary Plan be presented as recommended for approval to the Travis County Commissioners Court on Tuesday, October 26, 2010.

Yours very truly,

A handwritten signature in black ink that reads "Jerry L. Harris". The signature is written in a cursive, slightly stylized font.

Jerry L. Harris

CC:	County Commissioner Ron Davis	(VIA E-MAIL AND REG.MAIL w/enc.)
	Sarah Sumner	(VIA E-MAIL AND REG.MAIL w/enc.)
	Joe Arriaga	(VIA E-MAIL AND REG.MAIL w/enc.)
	Ed Wolf	(VIA E-MAIL AND REG.MAIL w/enc.)
	Lee Miks	(VIA E-MAIL AND REG.MAIL w/enc.)
	Chris Ruiz	(VIA E-MAIL AND REG.MAIL w/enc.)
	Mike Garza	(VIA E-MAIL AND REG.MAIL w/enc.)

## **Wolf Subdivision**

### **PHASING AGREEMENT**

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

THIS AGREEMENT is made and entered into by and between Edward M. Wolf, (the "Owner"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Owner is in the process of subdividing that certain approximately 204 acres of land described in Exhibit "A", which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Owner desires that the Property be developed in phases; and

WHEREAS, the Owner has currently submitted a Preliminary Plan for the Property described as "Wolf Tract Preliminary Plan" for County approval; and

WHEREAS, it is contemplated that the Owner will subsequently submit Final Plats for portions of the Property for County approval in accordance with the approved Wolf Tract Preliminary Plan, Case/File No. C8J-2009-0078 (the "Preliminary Plan"); and

WHEREAS, the final platting and development of all of the Property is dependent on, among other things, the development, dedication and County or City of Austin acceptance, as appropriate, of Driveway D (Los Caballos Avenue) and Driveway A (i) as illustrated in Exhibit "B" which is attached hereto and made a part hereof for all purposes and (ii) which is further described in that certain Traffic Impact Analysis for the Wolf Subdivision dated April 23, 2010 prepared by Pate Engineers, a copy of which is on file with the County in Case File No. C8J-2009-0078; and

WHEREAS, 100 of the proposed 730 single family lots proposed for the Wolf Subdivision could be finally platted and developed if either said Driveway D (Los Caballos Avenue) or said Driveway A were developed, dedicated and accepted for maintenance by the County or City of Austin, as appropriate, and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied; and

WHEREAS, the Owner and the County desire to provide for the orderly development of the Property, including:

a) the improvement of residential/collector street(s) (the Street(s)), which will provide interior access to and through the Property; and

b) the improvement of the portion of Blake Manor Road, a County road, (the "Road"), which is adjacent to the Property; and

WHEREAS, the development of the Property will necessitate the construction of the Street(s) and/or impact the Road; and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of the Street(s) and the Road with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1) In the phased development of the Property:

a) the Owner shall not obtain a final plat for any portion of the Property until the construction plans for either (i) Driveway D (Los Caballos Avenue) or (ii) Driveway A have been approved by the County and the fiscal security for the construction thereof has been posted and accepted by the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied.

b) the Owner shall not obtain a final plat for more than 100 single family residential lots on the Property until the construction plans for both Driveway D (Los Caballos Avenue) and Driveway A have been approved by the County and the fiscal security for the construction thereof has been posted and accepted by the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied .

c) the Owner shall, if requested by the County, upon the execution of this Agreement, dedicate or cause to be dedicated by plat or separate instrument the additional right-of-way and any required slope or drainage easements necessary for the upgrade of the Road, as shown on Exhibit "C".

d) the Owner shall as each subsequent Phase of the subdivision of the Property is submitted to the Commissioners Court for approval, post, under a County-approved form the construction security for the cost of the improvements to the Street(s) within the Phase being final platted and any additional portion of the Street(s) necessary to provide access to such Phase.



e) the Owner shall participate in a regional phasing agreement that will allow for a joint effort, with other developments within the area of the Property, to provide traffic mitigation measures for roadways and intersections impacted by the development of the Wolf Subdivision and the other developments within the area of the Property.

2) In the phased development of the Property, the County will, subject to the performance by the Owner of its obligations under this Agreement and the Travis County Standards for Construction of Streets and Drainage in Subdivisions, approve the subsequent Final Plats of the Property.

3) Notwithstanding anything in this Agreement to the contrary, if the County initiates a project to improve any portion or all of the Street(s) and/or Road, including that portion of the Road which is adjacent to the Property, the Owner will:

a) have the obligation to pay for the improvement of the Street(s) within the Property; and/or

b) continue to have the obligation to post construction security pursuant to this Agreement.

If such fiscal is received after the County has begun or has completed the contemplated improvements, the fiscal will be in the form of cash and be used to reimburse the County for the actual costs of constructing the Street(s) and/or Road improvements, including that portion of the Road which is adjacent to the Property.

4) The right-of-way and any slope or drainage easement dedications, which must be dedicated under this Agreement, shall be in an approved County form and must be free from any encumbrances, conditions, restrictions, rights, or interests, which may, in the reasonable opinion of the County Attorney's Office, adversely affect the County's ability to use the right-of-way or easements for their intended purpose.

5) If the Owner submits a Final Plat(s) for a portion of a Phase of the Property or if the Preliminary Plan for the Property is revised and approved, the County and the Owner will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvement of the Street(s) and/or Road.

6) The County and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Owner from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Owner under the terms of this Agreement.

7) Miscellaneous.

a) Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.

c) Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.

d) Assignment by the Owner. The rights, duties, and responsibilities of the Owner may be assigned only with the consent of the County, which will not be unreasonably withheld or unduly delayed.

e) Entire Agreement. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

OWNER: Edward M. Wolf  
2868 CR 267  
Cameron, Texas 76520

Copy to: Jerry L. Harris  
Brown McCarroll, LLP  
111 Congress Ave., Suite 1400  
Austin, Texas 78701

Travis County: Joe Gieselman (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

Copy to: David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

The Parties may from time-to-time change their respective addresses by written notice to the other party.

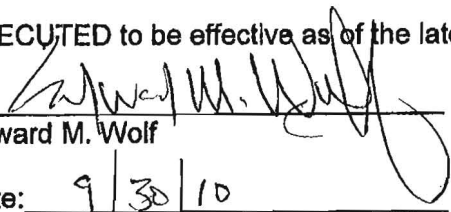
g) Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

h) Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

i) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.



EXECUTED to be effective as of the later date set forth below.

  
Edward M. Wolf

Date: 9/30/10

TRAVIS COUNTY, TEXAS

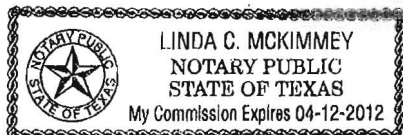
By: \_\_\_\_\_  
Sam Biscoe, County Judge

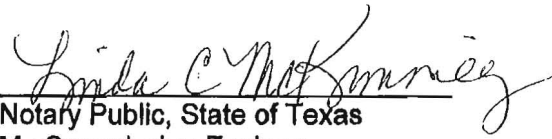
Date: \_\_\_\_\_

#### ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of  
Sept. 30, 2010, by Edward M. Wolf.



  
Notary Public, State of Texas  
My Commission Expires:  
Linda C. McKimney  
(Printed Name of Notary)

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of \_\_\_\_\_, 2010, by Sam Biscoe of Travis County, Texas, in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:

\_\_\_\_\_  
(Printed Name of Notary)

After Recording Return To:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

**CRICHTON AND ASSOCIATES, INC.**  
**LAND SURVEYORS**  
6448 HIGHWAY 290 EAST B-105  
AUSTIN, TEXAS 78723  
512-244-3395

**FIELD NOTES**

**SURVEY OF 203.091 ACRES OUT OF THE JAMES H. MANNING  
SURVEY NO. 37 AND THE CALVIN BARKER SURVEY 38 IN TRAVIS  
COUNTY, TEXAS BEING ALL OF THREE TRACTS:**

**TRACT 1: 200.77 ACRES AND 0.04 ACRES OUT OF THE JAMES  
MANNING SURVEY NO. 37, BEING THE "THIRD TRACT" RECORDED  
IN VOL. 474 PG. 67 OF THE TRAVIS COUNTY, TEXAS DEED  
RECORDS.**

**TRACT 2: 1.44 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38  
RECORDED IN VOL. 224 PG. 484 OF THE TRAVIS COUNTY, TEXAS  
DEED RECORDS SAVE AND EXCEPT THAT PORTION WITHIN THE  
MANOR WEBBERVILLE ROAD RIGHT OF WAY.**

**TRACT 3: 1.1 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38  
BEING THE SAME TRACT RECORDED IN VOL. 155 PG. 228 OF THE  
TRAVIS COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING  
MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS  
FOLLOWS**

BEGINNING at a 1/4" iron rod found on the Southwest R.O.W. of Blake Manor Road being the Northwest corner of a 59.943 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 2004222205 of the Travis County, Texas Real Property Records being the Northeast corner of said 1.44 acre tract for the most Northerly Northeast corner of this tract and the POINT OF BEGINNING.

THENCE S 26° 37' 05" W with the West line of said 59.943 acre tract, 1147.01 feet to a 1/4" iron pin found.

THENCE S 27° 10' 06" W continuing with the West line of said 59.943 acre tract, passing the East common corner of said 1.44 acre tract (Tract 2) and said 1.1 acre tract (Tract 3), in all a distance of 1358.80 feet to a 1/4" iron pin found.

THENCE S 27° 21' 32" W, 193.37 feet to a 1/4" iron pin found being the Southeast corner of said 1.1 acre tract (Tract 3), the Southwest corner of said 59.943 acre tract and on the North line of said 200.77 acre tract (Tract 1).

THENCE S 61° 31' 04" E with the South line of said 59.943 acre tract, 590.75 feet to a fence post found.

THENCE S 61° 34' 52" E, 633.43 feet to a 1" iron rod found being the Southeast corner of said 59.943 acre tract and the Southwest corner of a 56.456 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 2004222205 of the Travis County, Texas Real Property Records.

THENCE S 61° 10' 18" E with the South line of said 56.456 acre tract, 706.86 feet to a fence post found being the Northwest corner of a 87.649 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 2004216542 of the Travis County, Texas Real Property Records for the most Easterly Northeast corner of this tract.

THENCE S 27° 29' 07" W with the West line of said 87.649 acre tract, 3365.13 feet to a 1/4" iron pin found.



THENCE S 27° 28' 14" W, 801.1 feet to a 1/2" iron pin found being the Southwest corner of said 87.649 acre tract also being on the North line of a 275.517 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 2004032263 of the Travis County, Texas Real Property Records for the Southeast corner of this tract.

THENCE with the North line of said 275.517 acre tract and the South line of this tract the following two (2) courses:

- 1) N 61° 09' 36" W, 1377.98 feet to a 1/2" iron pin found.
- 2) N 61° 24' 41" W, 721.19 feet to a 1/2" iron pin found being the Southeast corner of a 84.24 acre tract (Tract 4) conveyed to 706 Investment Partnership, L.P. in Doc. No. 2005068850 of the Travis County, Texas Real Property Records for the Southwest corner of this tract.

THENCE N 27° 31' 34" E with the East line of said 84.24 acre tract, 4165.00 feet to a 1/2" iron pin found being the Northeast corner of said 84.24 acre tract, also being on the South line of a 98.00 acre tract (Tract 2) conveyed to 706 Investment Partnership, L.P. in Doc. No. 2005068850 of the Travis County, Texas Real Property Records for the Most Westerly Northwest corner of this tract.

THENCE S 61° 08' 47" E, 125.43 feet to a fence post found being the Southeast corner of said 98.00 acre tract also being the Southwest corner of said 1.1 acre tract (Tract 3)

THENCE N 27° 01' 53" E, 1192.57 feet to a fence post found being the Northeast corner of said 98.00 acre tract also being the Southeast corner of a 100.00 acre tract (Tract 1) conveyed to 706 Investment Partnership, L.P. in Doc. No. 2005068850 of the Travis County, Texas Real Property Records, for the West common corner of said 1.1 acre tract (Tract 3) and said 1.44 acre tract (Tract 2).

THENCE N 26° 47' 45" E with the East line of said 100.00 acre tract and the West line of said 1.44 acre tract (Tract 3), 1527.64 feet to a 1/2" iron pin found on the Southwest R.O.W. of Blake Manor Road, being the Northeast corner of said 100.00 acre tract for the most Northerly Northwest corner of this tract.

THENCE S 30° 35' 31" E with the Southwest R.O.W. of Blake Manor road, 49.38 feet to the POINT OF BEGINNING and containing 203.310 acres more or less.

I hereby certify that the foregoing field notes were prepared from a survey on the ground under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal May 5, 2009

Herman Crichton, R.P.L.S. No. 4046  
09\_194



## I. INTRODUCTION

### A. PROJECT DESCRIPTION

The proposed Wolf Subdivision development (127 acres) consists of 730 single family residential units and is located in south Manor, TX (Travis County) between FM 793 & Blake Manor Road. While it is considered a separate entity, the subdivision ties in directly with a larger development adjacent to the west, south, and east property lines, called Eastwood. The Eastwood Preliminary Plan identifies one driveway access point along FM 973 (Driveway A) and two driveway access points along Blake Manor Road (Driveways B & C). The Wolf Subdivision will utilize two access points for entering and exiting traffic. The first access point will be the abovementioned Driveway A (shared with and proposed in the Eastwood Tract), and the second access point will be a new 40 FT paved road (Los Caballos Ave), which will be referred to as Driveway D for the purposes of this study. An illustration of these access points is shown below in Figure 1.

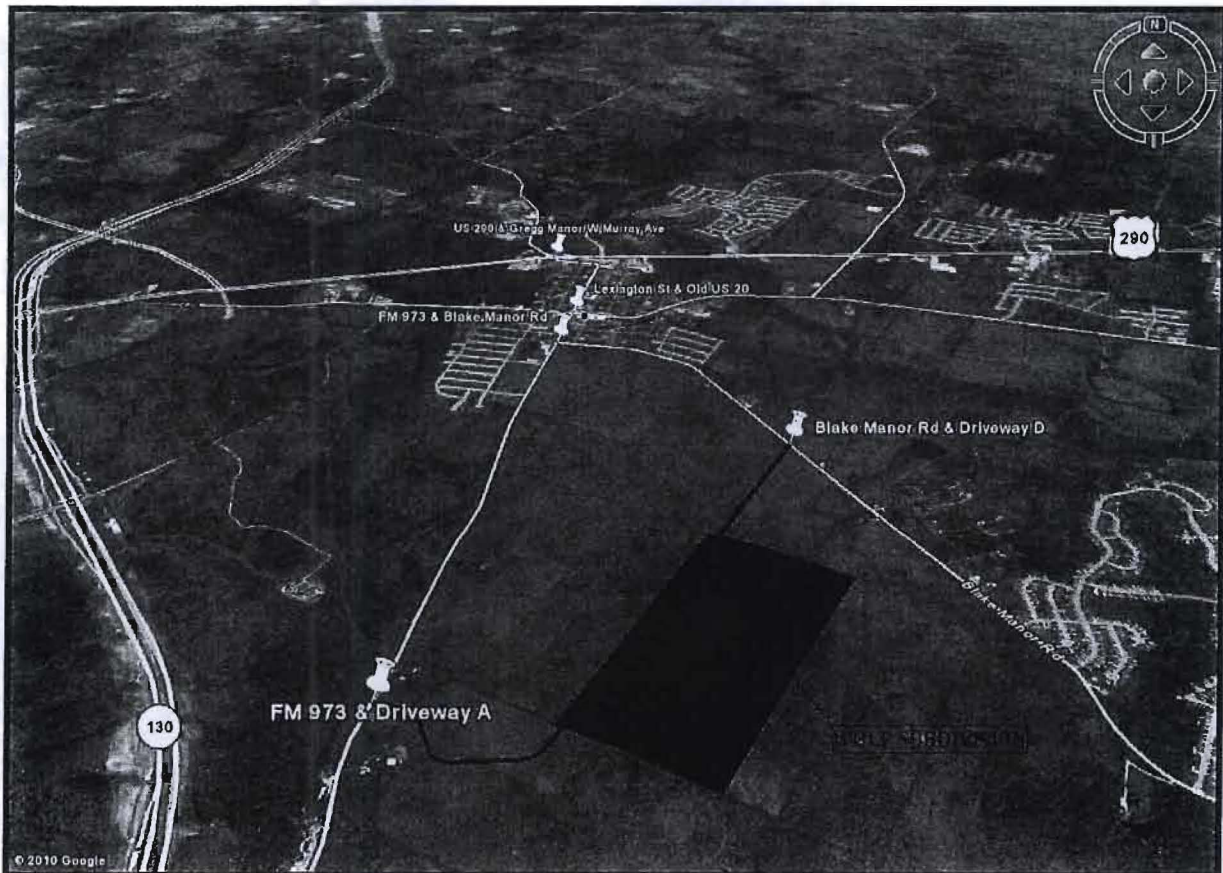
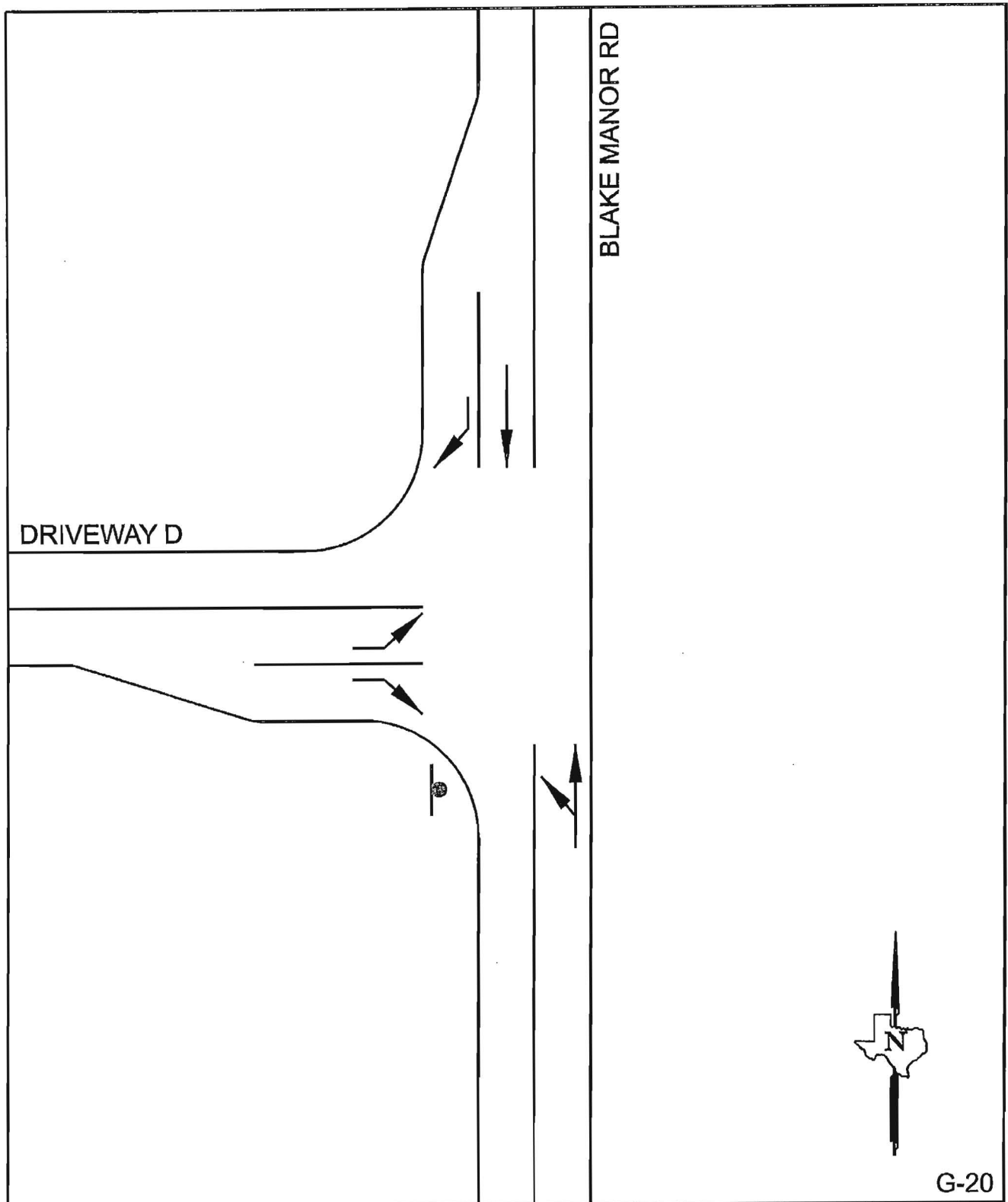


Figure 1 – Satellite View of Project Vicinity and City of Manor



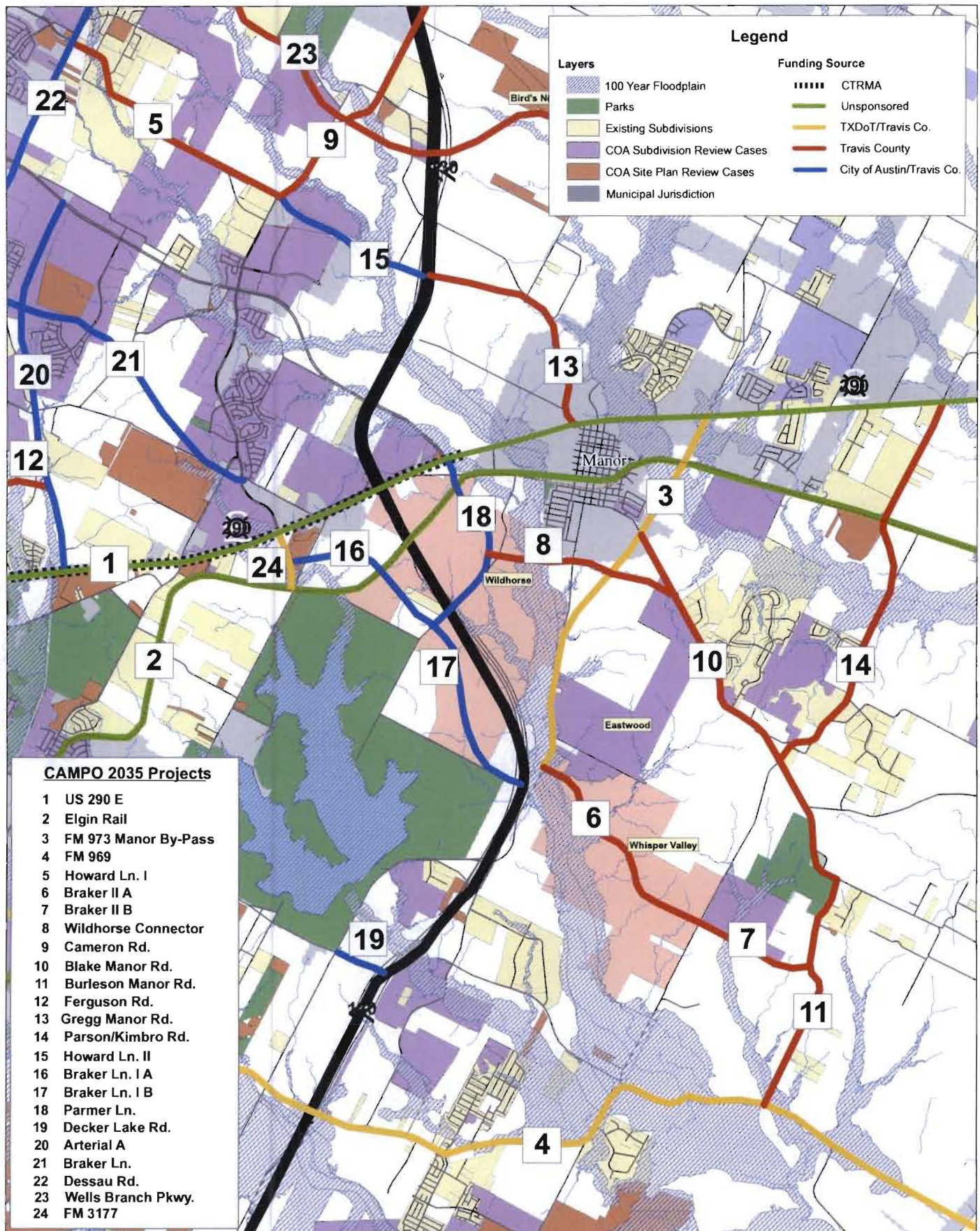
G-20

RECOMMENDED  
INTERSECTION  
GEOMETRICS - 2015

**PATE ENGINEERS**  
 TBPE F-002726  
 8200 IH 10 WEST - STE 440 - SAN ANTONIO, TX - 78230

Exhibit C





## CAMPO 2035 Plan Transportation Projects In Manor Area

May 24, 2010

**4**  
0 0.25 0.5 1 Miles



## REGIONAL TRANSPORTATION FUNDING PARTNERSHIP MECHANISMS

In March and October 2010 meetings, the Commissioners Court discussed at length the need for a regional solution to deal with at least five large development projects planned for the area near the intersection of SH 130 and US 290 south of Manor. These projects will place tens of thousands of vehicle trips on an existing roadway network that doesn't have the capacity to accommodate such an influx of traffic at an acceptable level of service.

Before and after those meetings, County staff, area developers, neighborhood representatives, and other stakeholders met several times to discuss the issues. There is broad agreement that a regional solution to the anticipated traffic problem is needed. Some developers have made informal commitments. (See attachment A1 and A2.) There is also broad agreement on what projects are needed and which are the highest priorities. (See Attachment B). Together, these projects will cost an estimated \$100,000,000.

Some of these projects were approved for partial funding in the 2011 bond election as Public/Private Participation (P3) agreements. However, this situation will require the P3 model to be adjusted to account for circumstances not faced in the past. Each past P3 project has involved a road in or adjacent to a few large development projects. Entering into a P3 agreement with a small number of large developers has proven feasible because the size of their projects could economically support committing to paying millions of dollars as the developer's share of a road to create or enhance access to their projects.

This case is different because most of the high priority roads are not in or adjacent to a small number of large development projects. Instead, these roads cross numerous smaller tracts of land whose owners cannot economically justify entering into a P3 agreement to pay the developer share of an arterial across their tracts. Given this different situation, the key issue to be resolved is how to fund the developer share of these projects under the P3 model.

The stakeholders discussed the following possible mechanisms for funding the developer share of P3 arrangements for these projects.

### Developers Pay Their Share Under a Regional Phasing Agreement

Historically, the main way of financing road improvements necessitated by development is for the developer of a large tract of land, as a condition of preliminary plan approval by the County, to enter into a phasing agreement with the County requiring the developer to improve the arterials providing access to the project as individual plats are approved for each phase of the project. The developer pays for 100% of the improvements by obtaining a loan and/or equity contribution from private sources.

The P3s under the 2005 and 2011 bonds involved large tracts and built on this historical model. As would have happened under a phasing agreement, the developer obtained private capital to pay to build two new lanes of road. The County used bond funds to pay the developer to build a third and fourth lane. P3s where the developer has paid its share

using private financing include Elroy Road, Scofield Ridge Parkway, Wells Branch Parkway, and Heatherwilde Boulevard.

Another way phasing agreements can be used to finance arterial improvements is for the developer to pay to the County a fixed sum of money each time a lot in the project is platted or sold. Once enough money is deposited or collected, the County can use it to pay for improving the arterials necessitated by the development projects. This technique allows the developer to avoid some of the cost or difficulty of raising private capital.

This type of phasing agreement appears to be workable for this situation. The landowners who would benefit from construction of the high priority projects could enter into a single phasing agreement in which each of them pays a per acre or per lot fee that will provide the developer share of costs under a P3 agreement.

#### Developers Pay Their Share Using a District

Another mechanism developers in Travis County are currently using to finance arterial improvements necessitated by their projects is to create a special district that generates revenue to pay those costs by levying *ad valorem* taxes or special assessments on the land owners who benefit most from the arterials. Three basic types of special districts are currently being used: road districts, municipal utility districts, and public improvement districts.

##### County Road Districts

State law allows the Commissioners Court to create a road district without the consent of landowners in the district. However, Chapter 83, Travis County Code, provides that the Commissioners Court will consider creation of a road district only upon application of a landowner.

The governing body of a road district is the Commissioners Court, but the district itself is a political subdivision separate from the county. The district may levy an *ad valorem* tax and use the proceeds to issue bonds to purchase or construct an arterial or other road. However, issuance of bonds must be approved at an election of all landowners in the district.

Travis County's most recent use of a road district to pay for arterial improvements was the creation of the Travis County Bee Cave Road District No. 1 (Galleria) in 2007. The district issued bonds to pay for Galleria Parkway, which linked RR 2244 and RR 620 and was necessitated by construction of the Hill Country Galleria Mall.

##### Municipal Utility Districts (MUD) and Other Special Districts

Like a county road district, MUDs, water control and improvements districts (WCID), and various other special districts are independent political subdivisions. However, MUDs and special districts have their own governing board.



Only the Texas Legislature can give a MUD or other special district the power to levy an *ad valorem* tax and use the proceeds to issue bonds to construct roads. The Legislature has authorized the following special districts in Travis County to pay for road construction: Pilot Knob MUD (Easton), Rio de Vida Planning and Improvement District No. 1, Travis-Creedmore MUD, Travis County Water Control and Improvement District No. 17, and Southeast Travis County MUD (Brookfield Residential).

Brookfield Residential has proposed using the Southeast Travis County MUD to pay for arterial improvements to both William Cannon Drive and Slaughter Lane under a P3 agreement with Travis County using 2011 bonds. (See Attachment \_.)

#### Public Improvement Districts (PID)

Unlike county road districts, MUDs, and other special districts, PIDs are not independent political subdivisions. Rather, PIDs are simply a mechanism a county can use to levy special assessments on a defined group of landowners to pay for roads or other public improvements that benefit these landowners more than citizens countywide.

A county may use the revenue from these assessments to issue bonds to pay for the improvements. Or, instead of issuing debt, the county may let the assessments accrue over time until a certain amount has accumulated and then use the accrued funds to pay for the improvements.

A county can create a PID only upon petition of (i) the owners of land constituting 50% of the total appraised value of all land in the PID, and either (ii) 50% of the total number of land owners in the PID, or (iii) owners of 50% of the land area in the PID.

Currently, the developers of the Indian Hills project are using PIDs to pay for their share of the cost to construct Decker Lake Road under a P3 agreement with Travis County. Travis County is paying its share with 2005 bond funds. The same developers are using PIDs to pay their share of the cost to construct Braker Lane through the Whisper Valley project, also under a P3 agreement in which Travis County is paying its share with 2005 bond funds.

#### Funding of Developer Share by Tax Increment Financing by the County

Another mechanism raised by developer stakeholders in the stakeholder meetings is for the Commissioners Court to divert the incremental increase in *ad valorem* tax revenue from growth in the area in question away from general county services. Instead, it would be used to pay for improvement of the arterials necessitated by the five large development projects in the area. Travis County has never done this before.

## Issues

Each developer is reluctant to commit to any funding mechanism that would not apply equally to all developers who benefit from the roads. They believe that, unless all developers who they believe benefit from the roads commit to the funding mechanism, it unfairly creates a competitive advantage or disadvantage among them. The developers have not yet agreed on a definition of which of them do or do not benefit from the roads.

If the financing mechanism is the per lot fee under a regional phasing agreement or the collection of PID assessments over time, it could take years to accumulate sufficient funds to carry out a project. A MUD could make improvements faster. However, MUD's require legislative action and may not pass.

The most significant downside of tax increment financing are the diversion of revenue away from basic County services and the uncertainty that property values will increase as projected and accumulate sufficient funds to carry out a project.