



## Travis County Commissioners Court Agenda Request

**Meeting Date:** August 27, 2013

**Prepared By:** Chiddi N'Jie, P.E. **Phone #:** 512-854-7585

**Division Director/Manager:** Steve Sun, P.E., Asst. Public Works Director

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to approve the First Amendment to an Interlocal Cooperation Agreement with the City of Austin for the extension of Howard Lane between Cameron Road and SH 130, in Precinct One.

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

The Howard Ln II project was authorized under the 2005 Bond Program. Additional funding is with CO funds, Travis County 1984 bond savings, the City of Austin (under the approved interlocal agreement now being amended) for the section of the road within the City's jurisdiction, and Texas Department of Transportation (under an approved Advance Funding Agreement).

The proposed design is a four-lane divided roadway (MAD4) with bicycle lane and sidewalk on each side of the street. The Howard Lane limits are from Cameron Road to S.H. 130. The Cameron Road limits are from just south of Howard Lane to Gregg Lane. The design will also include subsurface storm drainage system, two bridges, and associated utility relocations.

With this amendment, the City of Austin is increasing their allotted funds from \$10,000,000 to \$12,760,297.92 to fund the construction of the relocation and extension of waterline, and the construction of the remaining section of Cameron Road (Harris Branch Road) within the City (in addition to the section of Howard Lane between Cameron Road and SH 130 that is within the City's jurisdiction).

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the amendment to the interlocal agreement.

### **ISSUES AND OPPORTUNITIES:**

The funding of the construction of Cameron Road from Howard Lane to Gregg Lane by the City enables the County to use funds that would have been otherwise used for that purpose, but instead maintained for the construction of the section of

Cameron Road from Gregg Lane to SH 130. That project is being pursued under a separate contract.

With the waterline relocation plans integrated into the roadway plans, the entire work will be under the responsibility of one contractor making it less likely to develop miscommunication problems. In addition, the City may realize some savings due to the benefits of economy of scale, and the project can be done in less time. This project also represents desired beneficial collaboration between the County and the City.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The cost of all engineering and construction related to all the work within the City and all the waterline and wastewater lines related work will be paid for by the City. The amount of money authorized under the amendment is increased from the original \$10,000,000 to \$12,760,297.92. After the bid opening, any amount in excess of this amount for the City's portion will be funded by the City if approved by the City Council.

**ATTACHMENTS/EXHIBITS:**

1. Location Map
2. First Amendment to Howard Lane II Interlocal Cooperation Agreement

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Knuckles	Asst County Attorney	County Attorney	

**CC:**

Chris Gilmore	Asst County Attorney	County Attroney	
Syd Grimes	Purchasing Agent	Purchasing	854-9761
Hannah York	Financial Auditor Analyst	County Auditor	854-6674
Donna Williams-Jones	Financial Analyst	TNR	854-7677
Twana Gardner	Fianacial Analysrt	TNR	854-9020
Steve Sun	Asst. Public Works Director	TNR	854-4660
Chiddi N'Jie	Engineer Sr.	TNR	854-7585

AERIAL LAYOUT FOR ADDITIONAL ROADWAY IMPROVEMENTS  
ALONG CAMERON ROAD - LENGTH = 2,130 FEET



Google earth





City of Austin

# Law Department Memo

City Hall, 301 West 2nd Street, P.O. Box 1088  
Austin, Texas 78767-8828  
(512) 974-2268

(Office) 974.2111

(Fax) 512.974.1331

August 9, 2013

Christopher C. Gilmore  
Attorney, Travis County  
218 Hurst Creek Road  
Austin, TX 78734

**RE: Howard Ln Ext II from Harris Branch Pkwy (Cameron Rd) to SH 130 - ILA  
Amendment #1**

Dear; Christopher

Enclosed are:

1. First Amendment to Howard Lane II from Harris Branch Pkwy (Cameron Rd) to SH 130 Interlocal Agreement, including Exhibit A-1

Please sign the documents where indicated and return to my attention, along with proof of Commissioner's Court approval.

If you have questions, please call me.

Thank you for your assistance in this matter.

Cindy J. Crosby  
Assistant City Attorney

Cjc: ed  
Encl.



## MEMORANDUM

### *Law Department*

**TO:** Robert Goode, Assistant City Manager  
**FROM:** Cindy J. Crosby, Assistant City Attorney *CJC*  
**DATE:** August 2, 2013  
**SUBJECT:** First Amendment to the Howard Lane II Interlocal Agreement

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Attached for your review are three originals of the First Amendment to the Howard Lane II Interlocal Cooperation Agreement Between the City of Austin and Travis County.

This agreement was approved by City Council May 9, 2013.

After your review, please sign and date each page as flagged. You may contact my assistant Barbara at 974-2165 for pick up.

If you have questions, please feel free to contact me.

Thank you.

Cjc:bb  
Atch.

**FIRST AMENDMENT TO THE HOWARD LANE II  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**

**THIS First Amendment to the Howard Lane II Interlocal Cooperation Agreement between the City of Austin and Travis County ("Amendment") is made and entered into by and between the City of Austin, Texas, ("City") and Travis County, Texas ("County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.**

**RECITALS**

1. On April 29, 2009, the City and County entered into that certain Howard Lane II Interlocal Cooperation Agreement (the "Interlocal");
2. Under the Interlocal, the Parties intend to develop and construct the extension of Howard Lane II as a four lane divided CAMPO Arterial Roadway between Cameron Road and SH 130, (referred to in the Interlocal as the "Project" and as the "Howard Lane II Project");
3. In addition to the improvements described in the Interlocal, the Parties presently desire to expand the project limits and scope of work described in the Interlocal to include an extension north up Harris Branch Parkway (Cameron Road) and west up Howard Lane, design and construction of a waterline within the scope of the original project and expanded area, and street reconstruction to include drainage improvements (together, the "Cameron Roadway Extension"); and
4. The Parties desire to cooperate in the development of the Cameron Roadway Extension; and
5. The Parties intend to conform this Amendment in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. The Project limits and work are expanded to include the Cameron Roadway Extension described above in the Recitals and shown in the attached Exhibit A-1.
2. Paragraph 2(b) of the Interlocal is deleted and replaced with the following:
  - (b) The plans and specifications for the City portion of the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), or the design and construction standards of the Texas Department of Transportation (TxDOT),

whichever is more stringent, unless otherwise agreed by the Parties. The plans and specifications for the County portion of the Project shall be in accordance with the current design and construction standards used by the County for its roadway and bridge projects, except where the use of TxDOT standards is a requirement of the AFA. The plans and specifications will include the scope of design set forth in attached Exhibits A-1 and B. In addition, the County will ensure that the plans and specifications will comply with applicable Texas Accessibility Standards.

3. Paragraph 8(a) of the Interlocal is deleted and replaced with the following:
  - (a) The City and County will provide funding for the actual cost of design, regulatory permitting, real property interests, utility relocations, construction, construction management, inspection, and testing for their respective portions of the Project set forth in attached Exhibits A-1 and B. The property owners obligated under the Road Construction Agreements will pay a portion of the County's costs and the State of Texas, through TxDOT, will pay \$6,000,000 of the County's costs. The Project may be developed in phases, which may require multiple bids and multiple financial contributions, by the County and the City.
  
4. Paragraph 8(b) of the Interlocal is deleted and replaced with the following:
  - (b) The City shall pay its estimated portion of the costs through a series of deposits into an escrow account with Travis County. The first payment of \$200,000.00 for design phase services will be due no later than thirty (30) days after the execution of this Agreement, unless otherwise agreed to by the City and the County in writing. The estimated total amount for completion of the City portion of the Project and to be funded by the City will not exceed the amount of \$12,760,297.92 (the "Estimated City Contribution"), without the further approval of the City Council. The estimated total amount for completion of the County portion of the Project and to be funded by the County will not exceed the amount of \$7,500,000 (the "Estimated County Contribution"), without the further approval of the County's Commissioners Court. City and County funds will be expended in proportion to the work performed on the City and County portions of the Project, respectively.
  
5. Paragraph 8(d) of the Interlocal is deleted and replaced with the following:
  - (d) For any such construction change orders, which are the responsibility of the City, as described above, and which cause the actual costs of design and construction of the specific Project elements set forth in attached Exhibits A-1 and B to exceed the Estimated City Contribution, the City shall make its funds available to the County within ninety (90) days of receipt of invoice by the County, such invoice to be accompanied by the change order request from the construction contractor,

which must be authorized by the County's and the City's Project Manager prior to implementation of the change order.

6. Paragraph 9(b) is deleted and replaced with the following:

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard Scott Lazarus, Director  
City of Austin Public Works Department  
505 Barton Springs Road  
Austin, Texas 78704

WITH COPY TO: City Attorney  
City of Austin Law Department  
301 W. 2<sup>nd</sup> Street  
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P. O. Box 1748  
Austin, Texas 78767

AND: Cyd V. Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767

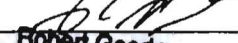
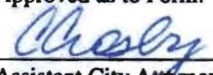
7. The Interlocal is amended only as set forth herein. In all other respects, the Interlocal is hereby ratified, approved, and confirmed.

8. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.



EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

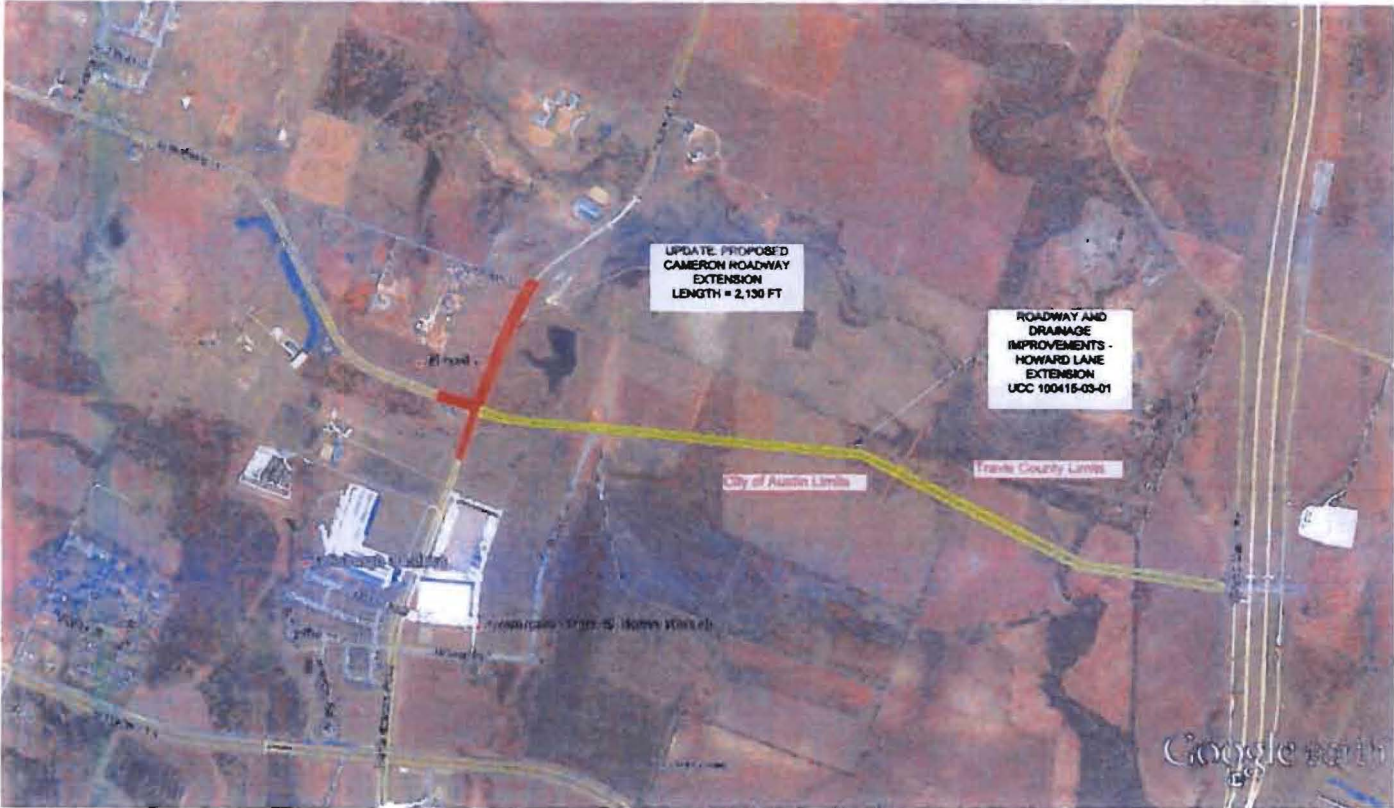
CITY OF AUSTIN, TEXAS

By:   
Name: Robert Goode  
Title: \_\_\_\_\_  
Date: Assistant City Manager  
Approved as to Form: 8/2/13  
  
Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

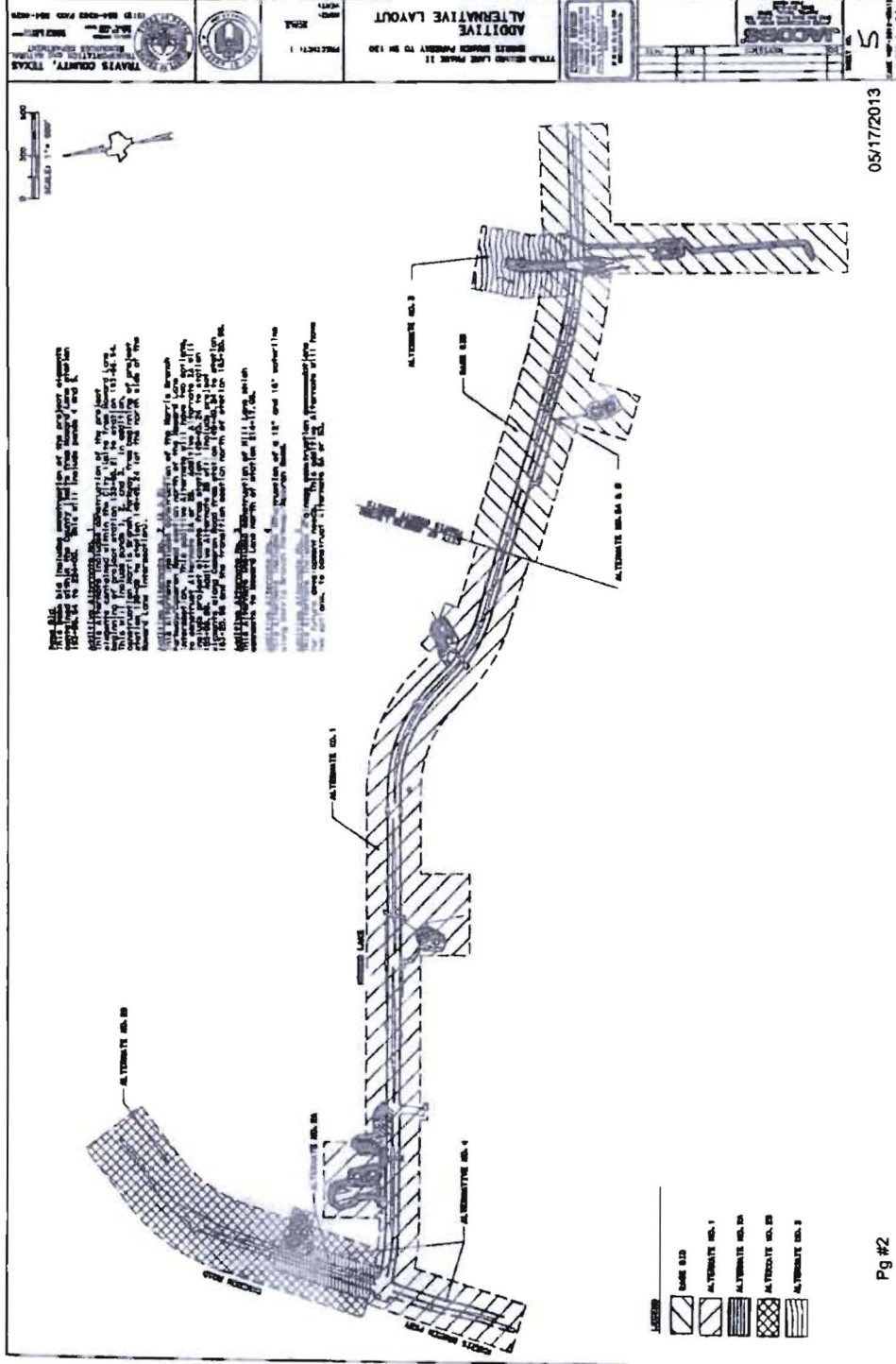
Howard Lane Ext. II from Harris Branch Parkway (Cameron Road) to SH 130 - Exhibit A-1



Google earth



Howard Lane Ext. II from Harris Branch Parkway (Cameron Road) to SH 130 - Exhibit A-1



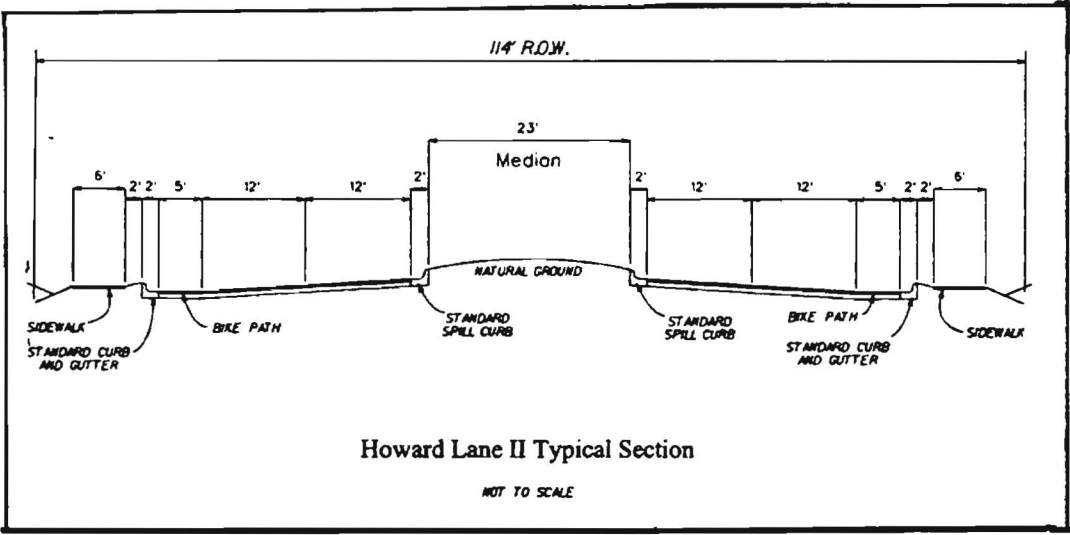
TRAVIS COUNTY, TEXAS  
 COUNTY ENGINEER  
 515 W. 10TH STREET, FLOOR 1040  
 AUSTIN, TEXAS 78701  
 PROJECT: 1  
 SHEET: 1  
 DATE: 05/17/2013

THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM. THE ENGINEER DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREON IS COMPLETELY ACCURATE OR THAT THE INFORMATION CONTAINED HEREON WILL BE USED IN ACCORDANCE WITH THE INTENT OF THE ENGINEER. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

- LEGEND**
- ROAD R/W
  - ALTERNATIVE NO. 1
  - ALTERNATIVE NO. 2A
  - ALTERNATIVE NO. 2B
  - ALTERNATIVE NO. 3

05/17/2013

Pg #2



**EXHIBIT B**

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INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY**

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**RECITALS**

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3. In addition to the improvements described in the Interlocal, the Parties presently desire to expand the project limits and scope of work described in the Interlocal to include an extension north up Harris Branch Parkway (Cameron Road) and west up Howard Lane, design and construction of a waterline within the scope of the original project and expanded area, and street reconstruction to include drainage improvements (together, the "Cameron Roadway Extension"); and
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**CITY OF AUSTIN, TEXAS**

**TRAVIS COUNTY, TEXAS**

By:   
Name: Robert Goode  
Title: \_\_\_\_\_  
Date: Assistant City Manager  
Approved as to Form: 8/2/13

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Assistant City Attorney



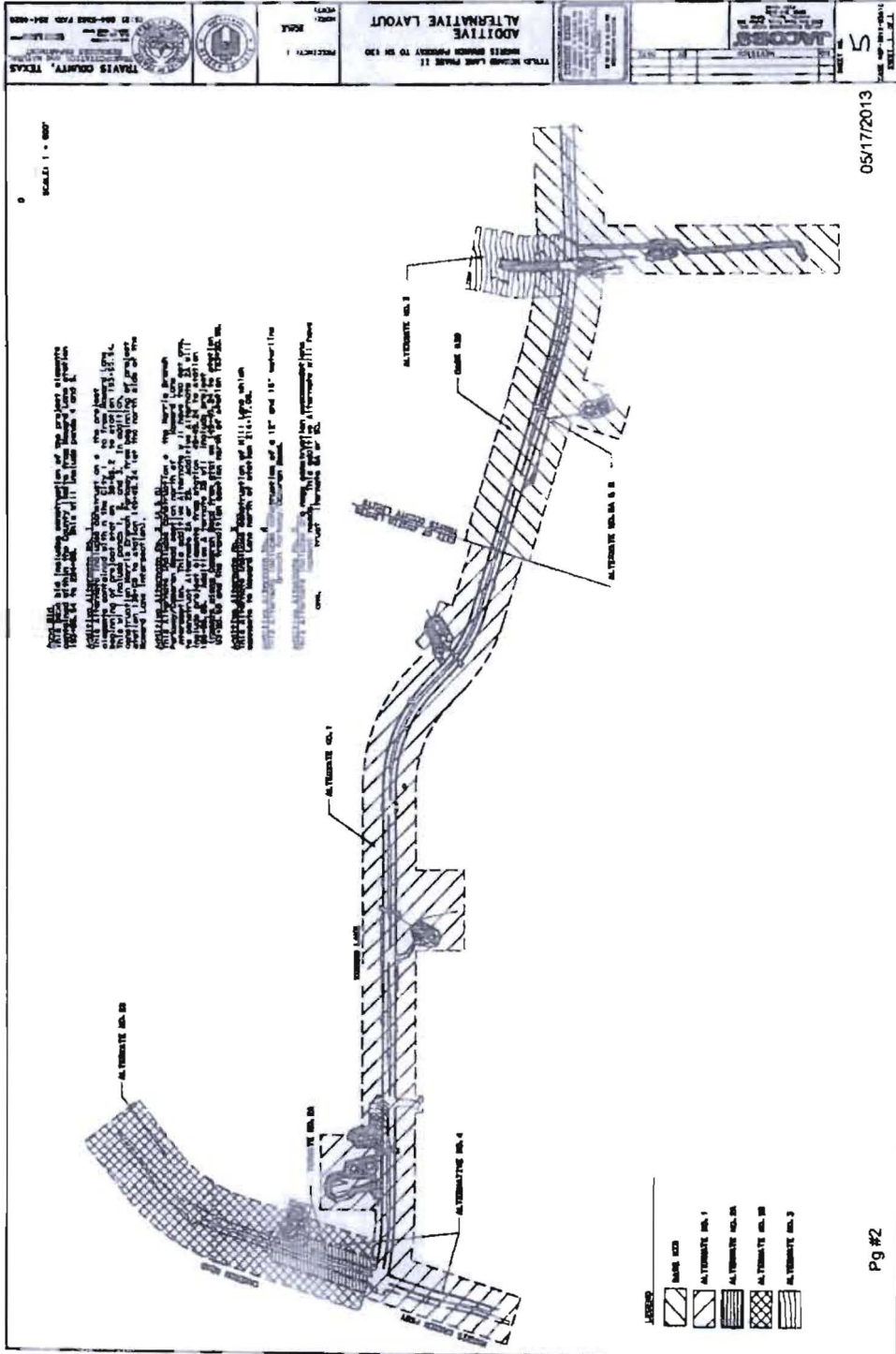
Howard Lane Ext. II from Harris Branch Parkway (Cameron Road) to SH 130 - Exhibit A-1

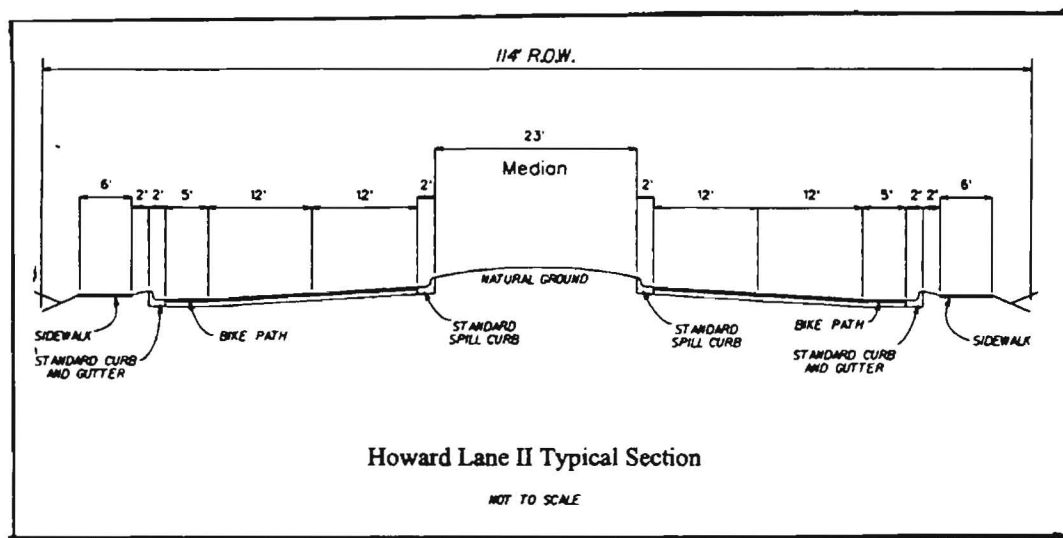


Google earth



Howard Lane Ext. II from Harris Branch Parkway (Cameron Road) to SH 130 - Exhibit A-1





**EXHIBIT B**

**FIRST AMENDMENT TO THE HOWARD LANE II  
INTERLOCAL COOPERATION AGREEMENT  
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which must be authorized by the County's and the City's Project Manager prior to implementation of the change order.

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**EXECUTED AS OF THE LATER DATE SET FORTH BELOW.**

**CITY OF AUSTIN, TEXAS**

By: Robert Goode  
Name: \_\_\_\_\_  
Title: Assistant City Manager  
Date: 2/2/13  
Approved as to Form:

Chasby  
Assistant City Attorney

**TRAVIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Howard Lane Ext. II from Harris Branch Parkway (Cameron Road) to SH 130 - Exhibit A-1

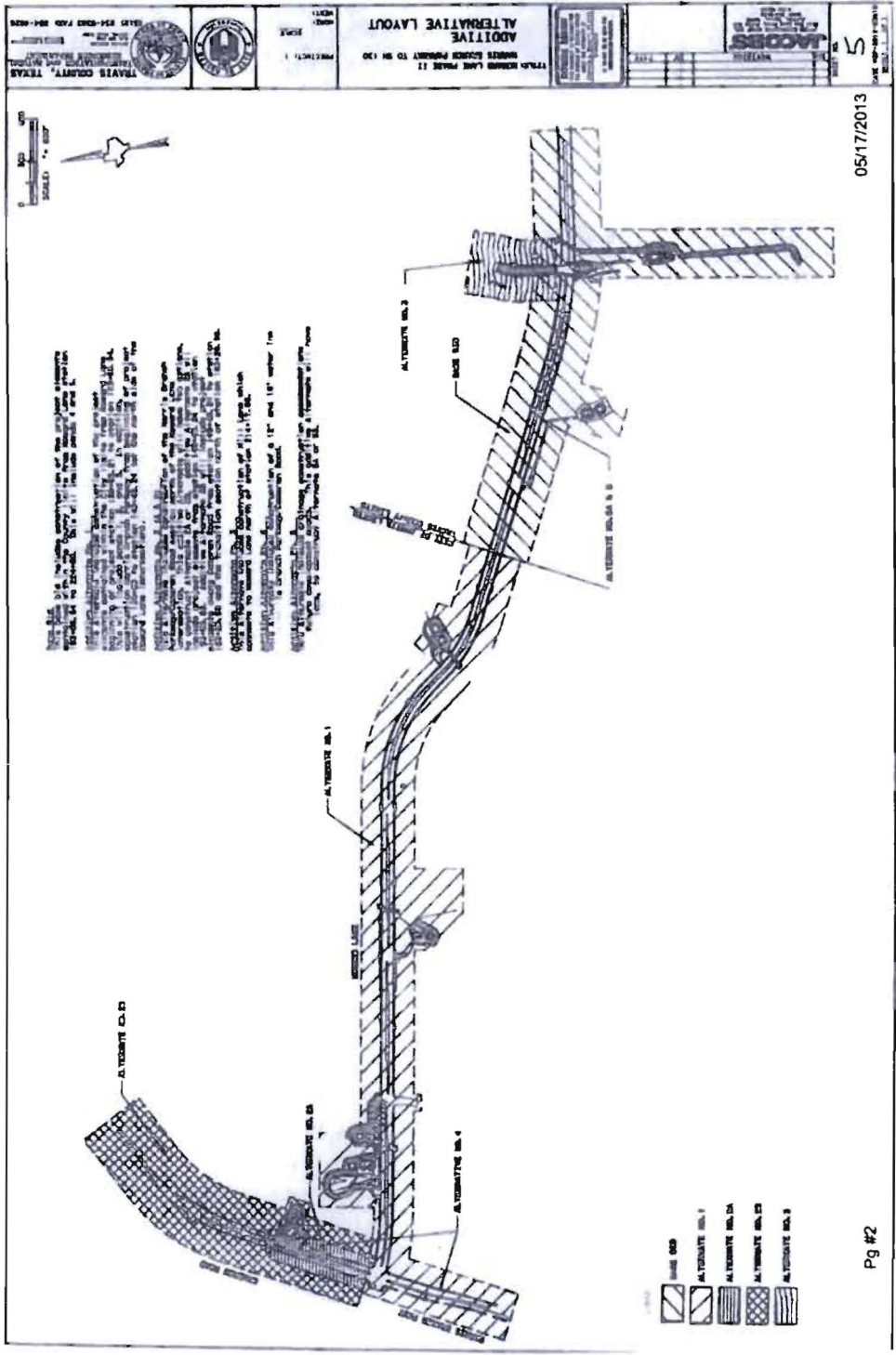


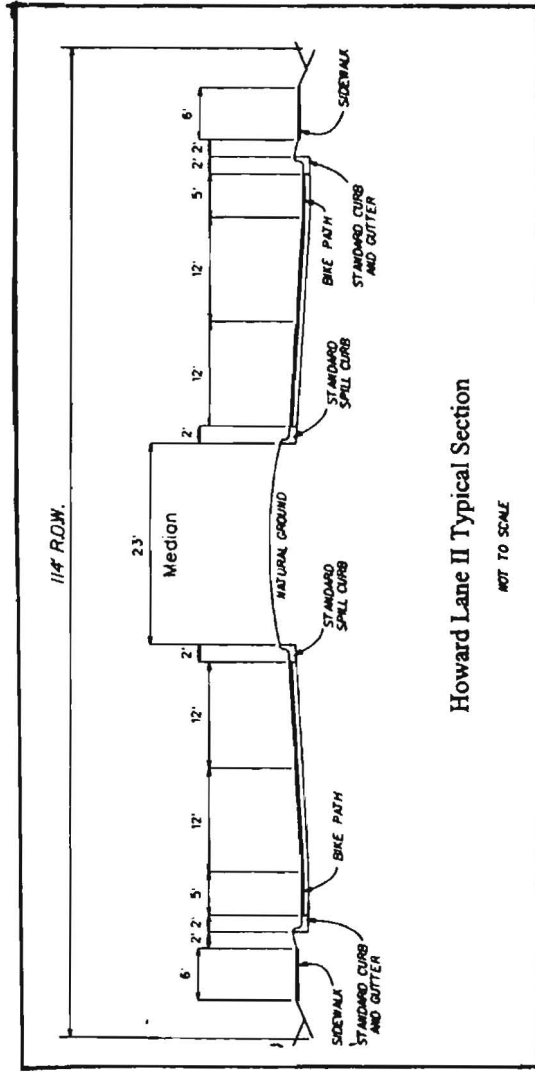
Google earth





Howard Lane Ext. II from Harris Branch Parkway (Cameron Road) to SH 130 - Exhibit A-1





Howard Lane II Typical Section

NOT TO SCALE

**EXHIBIT B**