



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Lee Turner, P.E. **Phone #:** (512) 854-7598

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

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

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to enter into a Participation Agreement between Travis County and the Deer Creek Ranch Parks and Lakes Association for the design and construction of sections of Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive in the Deer Creek Subdivision in southwest Travis County, in Precinct Three.

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

Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive are located in the Deer Creek Subdivision in southwestern Travis County. Homeowners living along sections of Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive submitted a petition for the inclusion of sections of these roads into the Travis County Unaccepted Substandard Road Program. The homeowners request to enter into a Participation Agreement with Travis County to improve these roads to meet Travis County standards. Travis County has agreed to complete the design of the improvements to these roads. The agreement limits the construction cost to improve the roads to Travis County standards up to the amount of \$120,000. The homeowners have agreed to contribute \$28,000. The homeowners will also be contributing \$2,000 in in-kind services in the form of engineering services. The homeowners' cost sharing participation in the project is 25% of the estimated construction costs. Design of these three roads will be funded by the County solely. The current budget will only allow for construction of sections of the south Segment of this project which includes Lake Beach Drive and Lake Park Drive but not West Lakeshore Drive. Attached is a copy of the homeowners' petition, a letter requesting the project, and a location map of the project.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of entering into this Participation Agreement with Deer Creek Ranch Parks and Lakes Association for improvements of sections of Lake Beach Drive, Lake Park Drive, and the design of improvements to sections of West Lakeshore Drive in the Deer Creek Subdivision.

### **ISSUES AND OPPORTUNITIES:**

The Deer Creek Subdivision is located south of Hamilton Pool Rd in southwestern Travis County. Many roads in the Deer Creek area do not meet Travis County standards and cannot be accepted into the Travis County maintained roadway system. A lack of an organized and routine roadway maintenance program has caused substantial deterioration of roadway conditions which has decreased the safety of the roads and jeopardized access to homes. This project provides the improvements necessary to bring sections of Lake Beach Drive or Lake Park Drive up to minimum county standards so that they can be accepted for county maintenance. The improvements involve reconstructing the roads to bring them into compliance with Chapter 84 of the Travis County Code, Unaccepted Substandard Roadway Specifications.

The reconstruction will typically be limited to matching the existing roadway geometry and making only those improvements needed to achieve an appropriate pavement structure; minimum safe lane width and stopping sight distance; minimum roadside safety requirements; an effective roadway drainage system capable of conveying a 25-year storm event without over-topping the roadway; and appropriate signing and pavement markings. The homeowners recognize that all required easements and right-of-way must be donated by the appropriate landowner.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

TNR’s preliminary construction estimate of the cost of improvements to Lake Beach Drive and Lake Park Drive is \$120,000. The homeowners in Deer Creek will provide \$28,000 in cash and \$2,000 in-kind engineering services to help pay the costs of improving approximately 1,000 linear feet of roadway. Design cost of approximately \$80,000 will be funded solely by the county. \$180,000 has been reserved from the Unaccepted Substandard Road Program for this project.

Funds Reservations Document    300000867  
Fund 4083  
Funds Center    1490190000  
GL Account    522040  
Amount    \$180,000.00

**ATTACHMENTS/EXHIBITS:**

Participation Agreement

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Tom Nuckols, Chris Gilmore, Julie Joe	Assistant County Attorney	County Attorney's Office	(512) 854-9415
Cyd Grimes	Purchasing Agent	Purchasing Office	(512) 854-9700

**CC:**

Steve Sun, P.E.	Assistant Public Works Director	TNR Public Works	(512) 854-4660
Donna Williams-Jones, Isabelle Lopez, Tawana Gardner		TNR Financial Services	(512) 854-9383
Lee Turner, P.E.	Project Manager	TNR Public Works	(512) 854-7598

: :  
**3101 - Public Works/CIP - Deer Creek Ranch Parks and Lakes Association**

## DEER CREEK RANCH PARKS AND LAKES ASSOCIATION PARTICIPATION AGREEMENT

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Deer Creek Ranch Parks and Lakes Association (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

### Recitals

WHEREAS, the Association has presented to the County a petition (attached hereto and incorporated herein for all purposes as Exhibit A) from property owners indicating their desire to have the following road segments as shown on Exhibit B accepted onto the County-maintained roadway transportation system:

- (1) approximately 850 linear feet of West Lakeshore Drive and 200 linear feet of Lake Beach Drive north of the Deer Creek Lake Park; and (the "North Segment
- (2) approximately 1525 linear feet of Lake Beach Drive south of the Deer Creek Lake Park to the intersection of Lake Beach Drive and Lake Park Drive and 325 linear feet of Lake Park Drive south of the intersection of Lake Beach Drive (the "South Segment");

WHEREAS, the Association desires to enter into this Participation Agreement because the County Commissioners Court approved funding for completing unaccepted substandard road projects in its 2011 bond package, and the bond package was approved by voters in the November 2011 Travis County Bond Election;

WHEREAS, the Association has funding sufficient to participate in the road improvement costs for just the North Segment or the South Segment, but not both the North Segment and the South Segment;

WHEREAS, the County intends to engineering design services for both the North Segment and the South Segment;

WHEREAS, the County intends to perform certain roadway improvements to either the North Segment or the South Segment, but not both the North Segment and the South Segment to ensure the improved road segment meets the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

In this Agreement, the "Project" refers to engineering design services for both the North Segment and the South Segment and construction of roadway improvements to the South Segment;

WHEREAS, the County has determined that the Project meets the requirements of Travis County Code Section 84.007, Basic Eligibility Requirements of Unaccepted Substandard Road Criteria for Acceptance; and,

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d) and provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. The Project.

(a) The Project consists of reconstructing the existing roadway on either the North Segment or the South Segment, but not both the North Segment and the South Segment, to meet all requirements of Travis County CHAPTER 84 UNACCEPTED SUBSTANDARD ROADWAY SPECIFICATIONS and includes the following features ("**Project Design Features**"):

- (1) Two (2) lane road with:
  - (A) right of way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
  - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide from edge of pavement to edge of pavement, and the section including:
    - (i) two (2) ten feet (10') wide travel lanes; and,
    - (ii) minimum two (2') feet wide stabilized shoulders along each edge;
- (2) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the County.
- (3) Design speed of no less than twenty-five (25) miles per hour.
- (4) Temporary and permanent erosion and sedimentation controls.
- (5) Stormwater drainage system including but not limited to bar ditches, swales, channels, driveway and cross culverts necessary to convey the 25-year storm event without overtopping the roadway;

- (6) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TXDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (7) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such costs relocations or adjustments.
- (8) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, Association and the County Executive of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

#### Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County's Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the Project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction; otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and, generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").
- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

#### Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the design and construction documents for both the North Segment and the South Segment. Upon request,

the Association shall provide engineering reports or site condition information that are available to the Association for the County's use at its discretion in the performance of all necessary engineering, including design, surveying, geotechnical, utility relocation coordination, and other engineering services for the Project

- (b) Engineering services and deliverables required to complete the Project with the required Project Design Features, include but are not limited to:
- (1) completed specific work product documents for review;
  - (2) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
  - (3) geotechnical report;
  - (4) engineer's opinion of construction costs and project schedule;
  - (5) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
  - (6) all required permits to start and complete Project;
  - (7) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;
  - (8) utility location and relocation planning and coordination;
  - (9) survey services with electronic and soft copy of survey on NAD 83 or as determined by the County;
  - (10) engineering and drainage study report;
  - (11) design calculations;
  - (12) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
  - (13) complete project file within thirty (30) working days after completion of the construction of the Project; and
  - (14) any other service or producing any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (c) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

#### Section 4. Designated Representatives.

- (a) The County and Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated

Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 11(d), below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Steven Manilla, P.E. (or successor), County Executive,  
Transportation and Natural Resources Department

Association: Allan Koh (or successor), Director of Roads for the Deer Creek  
Parks and Lakes Association

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with and or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5. Financial Obligations:

- (a) To fulfill Project requirements and help the County in meeting payment obligations the Association agrees to provide to the County cash or in-kind services at the not-to-exceed amount of \$30,000 of the construction costs to be used by the County at its discretion to complete roadway improvements to either the North Segment or the South Segment, but not both the North Segment and the South Segment.
- (b) Unless the Association's contribution is needed sooner by the County for costs identified in Section 6(b) of the Agreement, the Association shall provide its not-to-exceed cash contribution amount to the County within 60 days of receiving written notification of the County's determination of an acceptable bid for the Project.
- (c) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (d) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs. The amount of unused funds, if any, to be returned to the Association will be based upon the Association's pro rata share of construction costs as determined by the

computation shown on Exhibit C, which is attached hereto and incorporated herein for all purposes.

- (e) If the Project is not initiated by the County, the Association's funds contributed for this Project less any amounts used by the County pursuant to Section 6(b) of the Agreement will be returned to the Association with interest accrued in accordance with the County's established practice.

Section 6. Real Property Interests.

- (a) The roadway improvements to the South Segment shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County, or to another public entity acceptable to the County with a right of entry or license to allow construction of the roadway improvements to the South Segment.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall be dedicated by the property owners to satisfy design conditions. The Association shall convey to the County by separate instruments the Real Property Interests that are owned or controlled by the Association. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. The County may use the funds provided by the Association to pay closing costs, costs of document preparation, surveying, title insurance premiums, and title curative work. The Association shall provide its funds for these costs within 30 days of receiving a written request from the County.
- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by December 31, 2014, the County may terminate this Agreement by written notice to Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement if the Agreement is terminated.

Section 7. Construction Contract Procurement.

- (a) The County shall solicit bids for a contract to construct the Project using the standard competitive bidding requirements of the County. The South Segment will be deemed the primary segment and will be the base bid for the Project. The County will proceed to construct as much of the South Segment as possible without exceeding construction costs of \$120,000.

- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds one hundred twenty thousand dollars (\$120,000.00) for construction of the Project, the County may reject all bids as excessive and solicit bids a second time ( the “**Agreed Limit**”). If bids are rejected as excessive, the County shall modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or Association and County may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit in the agreed upon cost share proportions. If Association does not give written notice within thirty (30) days after receipt of bids exceeding the Agreed Limit, and the Parties have not mutually agreed to re-bid after further value engineering, or mutually agreed to increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further recourse. Any deadline in this Agreement affected by a value engineering and rebidding process shall be extended by the amount of time required for that process.
- (c) If County forces complete the Project the Parties agree to pay their pro-rata share of the County’s cost of construction, as determined by the computation shown in Exhibit C.

Section 8            Construction of the Project

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
  - (1) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Association.
  - (2) deposit with the County the Association’s cash cost share amount
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
  - (1) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the roadway improvements to the South Segment on to the County maintained roadway system.
  - (2) encumber the funds required to pay for the construction of the project

- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before June 1, 2015 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the County Executive of the County Transportation and Natural Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete by December 31, 2015. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of the one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within the one-year period. If the Project is temporarily suspended but ultimately completed by the County, and if savings are realized when the Project is ultimately completed, the County shall refund to the Association the Association's pro-rata share of the savings.
- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1, without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.
- (e) The Association and the County Executive of the Transportation and Natural Resources Department may agree in writing to an increase or decrease in the scope of the Project to account for any cost savings or cost increases or other factors beyond the Parties' control, and both parties shall not unreasonably withhold, condition, or delay any required consent to such increases or decreases provided they do not exceed ten percent (10%) of said budget.

Section 9 County Inspection. The County shall observe and inspect all work done and materials furnished at times and places and using procedures determined by the County.

Section 10 Liability. The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11 Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

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

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 291.351

Association: Allan Koh, Director of Roads (or successor)  
17306 Lake Wood Circle  
Dripping Springs, Texas, 78620

- The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.
- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (g) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Parties in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.
- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this License Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation

will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

**ASSOCIATION:**

**COUNTY:**

By: Allan Koh

By: \_\_\_\_\_

Allan Koh  
Director of Roads

Samuel T. Biscoe  
Travis County Judge

Date: September 17th, 2013

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

## EXHIBIT C

### Computation of Deer Creek Ranch Parks and Lakes Association's pro rata cost

The calculation of the Association's Not-to-Exceed Cost is based on the County's estimate of the total construction cost for the Project (\$120,000) and the Association's pro rata financial share of the Project (25.00%):

Association's Not-to-Exceed Cost = \$120,000 x (Association's pro rata share of the Project 25.00%) = \$30,000

Upon completion of the construction of the Project, the actual construction cost of the Project will be determined and used to compute the Association's actual pro rata cost. If the Association's actual pro rata cost is less than \$30,000, the difference shall be released to the Association.

The formula for calculating the Association's actual pro rata cost is as follows:  
Actual construction cost of the Project x Association's pro rata financial share =  
Association's actual pro rata cost

The formula for calculating the amount of any unused funds, if any, to be returned to the Association is as follows:

Association's Not-to-Exceed Cost minus Association's actual pro rata cost equals amount to be returned.

PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT

FOR THE INCLUSION OF \_\_\_\_\_

IN THE TRAVIS COUNTY

UNACCEPTED SUBSTANDRD ROAD PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY:

WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of \_\_\_\_\_, an existing road or street, which has been dedicated to the public by (\_\_\_\_) plat, (\_\_\_\_) separate dedicatory instrument, or (\_\_\_\_) other legal means (the "Road"), dated December, 20 12, hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program. If the road has been dedicated by other legal means, please set forth the facts of such dedication (use additional pages, if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It is understood and agreed that:

- (1) the Travis County Unaccepted Substandard Road Program is not a road construction program, but is instead a program to improve existing unaccepted substandard roads to Travis County standards for acceptance for maintenance.
- (2) the Owners of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvements at no cost to the County and free and clear of any and all liens, conditions, or restrictions.
- (3) the Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.
- (4) the Road must connect to an existing road or highway maintained by a public entity.
- (5) no person or entity may own or control (financially or legally) 35% or more of the linear feet of roadway frontage.
- (6) the number of developed lots must exceed 25% of the total lots within subdivision.

- (7) dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet or a hammerhead turnaround.
- (8) any and all significant private improvements must be removed from the existing or proposed right-of-way to the satisfaction of the Executive Manager of Travis County TNR at the sole cost and expense of the owner of the private improvement and at no expense to the County.
- (9) the Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court. *as in the Wells Branch Project*
- (10) the Owners must obtain a statement from all of the utility service providers with utility lines in the existing or proposed right-of-way indicating that the utility service provider shall relocate utilities located within the public right-of-way at their expense, if relocation of the utility is required to construct the Road improvements.
- (11) the Road will be prioritized within the Program on the basis of:
  - (1) the percent of cost voluntarily borne by the property owners;
  - (2) the number of eligibility criteria met;
  - (3) the cost per resident;
  - (4) whether the Road links the publicly maintained roadway system;
  - (5) when the petition was received.

If applicable, the Owners propose to cost participate by ( ) direct payment to the County, ( ) by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or ( ) otherwise by agreement of the Commissioners Court.

SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.

①	SCOTT DONALDUE	<i>Scott Donaldue</i>	12/9/12
	(Print Name)	(Signature)	(Date)
②	Kelli Patrick	<i>Kelli Patrick</i>	12-9-12
	(Print Name)	(Signature)	(Date)
③	JEREMY KENNEDY	<i>[Signature]</i>	12-9-12
	(Print Name)	(Signature)	(Date)

4

Katherine & Tony Vitela Katherine M. Vitela 12.8.12  
(Print Name) (Signature) (Date)

5

Hannah Myers Hannah B. Myers 12/8/12  
(Print Name) (Signature) (Date)

6

Monica Osburn Monica Osburn 12/8/12  
(Print Name) (Signature) (Date)

7

Vicki Lynch Vicki Lynch 12/8/12  
(Print Name) (Signature) (Date)

8

Patrice Carter Patrice Carter 12/9/12  
(Print Name) (Signature) (Date)

9

Marian Issendorf Marian Issendorf 12/9/12  
(Print Name) (Signature) (Date)

10

Archie Cheatham Archie Cheatham 12/10/12  
(Print Name) (Signature) (Date)

11

Zach Danzert Zach Danzert 12/10/12  
(Print Name) (Signature) (Date)

12

Sandra McCune Sandra McCune 12/10/12  
(Print Name) (Signature) (Date)

13

Charles Graves Charles Graves 12-12-12  
(Print Name) (Signature) (Date)

14

Georgia Prosser Georgia Prosser 12/12/12  
(Print Name) (Signature) (Date)

15

Chad Wicks Chad Wicks 12/13/12  
(Print Name) (Signature) (Date)

16

Peter A. Gillespie Peter A. Gillespie 12/15/12  
(Print Name) (Signature) (Date)

17

Rafael Vega Rafael Vega 12/15/12  
(Print Name) (Signature) (Date)

18

Lucas Bryer Lucas Bryer 12/15/12  
(Print Name) (Signature) (Date)

19

Lisa Errico-Sharp Lisa Sharp 12/17/12  
(Print Name) (Signature) (Date)

20

Nicole Trojca  
(Print Name)

Nicole Trojca  
(Signature)

12-17-12  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Deer Creek Substandard Roads  
Exhibit B

