



# Travis County Commissioners Court Agenda Request

**Meeting Date:** November 12, 2013

**Prepared By:** Cynthia C. McDonald, Financial Manager

**Phone #:** (512) 854-4239

**Division Director/Manager:** Carol B. Joseph, TNR Assistant Director

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests in Precinct Four:

- A) Approve the issuance of \$16,606,000 of Certificates of Obligation for the Maha Loop Road: Pearce Lane to SH71 project; and
- B) Approve an Interlocal Cooperation Agreement with Central Texas Regional Mobility Authority (CTRMA) for completing the Maha Loop Road: Pearce Lane to SH71 project.

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

On October 1, 2013, the Commissioners Court approved a resolution to allow TNR to negotiate an agreement with CTRMA for the construction of roadway improvements in Southeast Travis County. One of those improvements is the Maha Loop Road: Pearce Lane to SH71 project. The project includes the construction of a new road consisting of two through lanes and a continuous center left-turn lane with a bike lane and a sidewalk on one side, extending south approximately 1.9 miles from SH71 to Pearce Lane. The project itself was approved by the Commissioners Court on September 24, 2013. This agenda item is to ask the Court to approve the issuance of \$16,606,000 of Certificates of Obligation (CO) to fund the project, and to approve the interlocal agreement with the CTRMA so they can construct the project.

## **STAFF RECOMMENDATIONS:**

TNR staff has reviewed the latest cost estimates provided by the CTRMA, and the interlocal agreement prepared by the County Attorney's Office. TNR recommends that the approval of both items A and B above.

## **ISSUES AND OPPORTUNITIES:**

The approval of the funding and the interlocal agreement are time-sensitive, and therefore TNR has discussed the project funding with the Planning and Budget Office (PBO). Due to critical deadlines with CTRMA, PBO has agreed to put a reimbursement resolution on the Court's agenda for approval, provided the Court approves the \$16,606,000 issuance of the CO for this project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

This project will be funded by the CO for the entire \$16,606,000. However, a reimbursement resolution is being placed on the Court's agenda to allow for funding to be in place prior to actual issuance of the CO, and so that the County can move forward with the interlocal agreement with CTRMA.

**EXHIBITS/ATTACHMENTS:**

- 1) CTRMA Preliminary Estimate of Construction Costs
- 2) CTRMA Proposed Design Document
- 3) Interlocal Cooperation Agreement Draft
- 4) Resolution Authorizing CTRMA to Constuct Roadway Improvements in Southeast Travis County

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Leslie Browder	County Executive	PBO	(512) 854-9106

**CC:**

Jessica Rio	Budget Director	PBO	(512) 854-4455
Travis Gatlin	Assistant Budget Director	PBO	(512) 854-9605
Steve Sun	Assistant Director, Public Works	TNR	(512) 854-4660

: :  
**3101 - Public Works/CIP-**

**CTRMA**  
**Maha Loop Road: Pearce Ln to SH 71 (3-In Rural)**  
**Preliminary Estimate**

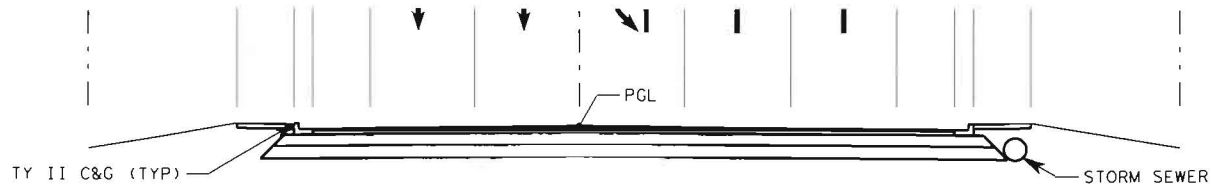
ITEM NO	DESCRIPTION	UNITS	QUANTITY	PRICE	TOTAL COST
100 2002	PREPARING ROW	STA	96	\$	873.86 \$
110 2001	EXCAVATION (ROADWAY)	CY	37,290	\$	10.64 \$
132 2006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	12,430	\$	7.36 \$
164 2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	1,518	\$	0.12 \$
247 2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	CY	16,525	\$	42.29 \$
275 2001	CEMENT	TON	2,244	\$	114.66 \$
310 2001	PRIME COAT (MC-30)	GAL	12,748	\$	5.00 \$
400 2005	CEM STABIL BKFL	CY	432	\$	103.28 \$
416 2020	DRILL SHAFT (SIGN MTS)(36 IN)	LF	7	\$	165.00 \$
462 2029	CONC BOX CULV (10 FT X 5 FT)	LF	600	\$	370.00 \$
466 2054	WINGWALL (PW)(HW=10 FT)	EA	4	\$	27,457.14 \$
530 2007	DRIVEWAYS (CONC)	EA	7	\$	6,307.99 \$
531 2004	CONC SIDEWALKS (6")	SY	5,203	\$	48.32 \$
636 2001	ALUMINUM SIGNS (TY A)	SF	240	\$	19.75 \$
644 2004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	10	\$	446.95 \$
647 2001	INSTALL LRSS (STRUCT STEEL)	LB	504	\$	3.89 \$
666 2003	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	5,854	\$	0.36 \$
666 2012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	1,800	\$	0.36 \$
666 2063	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL	EA	10	\$	165.97 \$
672 2015	REFL PAV MRKR TY II-A-A	EA	73	\$	3.34 \$
3224 2008	D-GR HMA(QCQA) TY-B PG64-22	TON	11,686	\$	89.27 \$
3224 2030	D-GR HMA(QCQA) TY-C SAC-B PG76-22	TON	4,102	\$	75.37 \$
XXX 0001	Bridges (Typical)	SF	91,800	\$	60.00 \$
XXX 0007	Detention Pond	EA	2.0	\$	200,000.00 \$
XXX 0009	Water Quality Pond	EA	2	\$	200,000.00 \$
<b>CONSTRUCTION ITEM SUBTOTAL</b>					<b>\$ 9,941,684.04</b>
Erosion Control / Temporary Drainage					1.0% \$ 99,416.84
Landscaping					1.0% \$ 99,416.84
Traffic Control Plan					2.5% \$ 248,542.10
Mobilization					10.0% \$ 1,038,905.98
<b>SUBTOTAL</b>					<b>\$ 11,427,965.81</b>
Construction Contingency					20.0% \$ 2,285,593.16
Environmental					\$ 100,000.00
Utility Relocation					\$ 48,950.00
Engineering					10.0% \$ 1,371,355.90
CE&I					10.0% \$ 1,371,355.90
<b>TOTAL (2013\$)</b>					<b>\$ 16,605,220.76</b>

## NOTES:

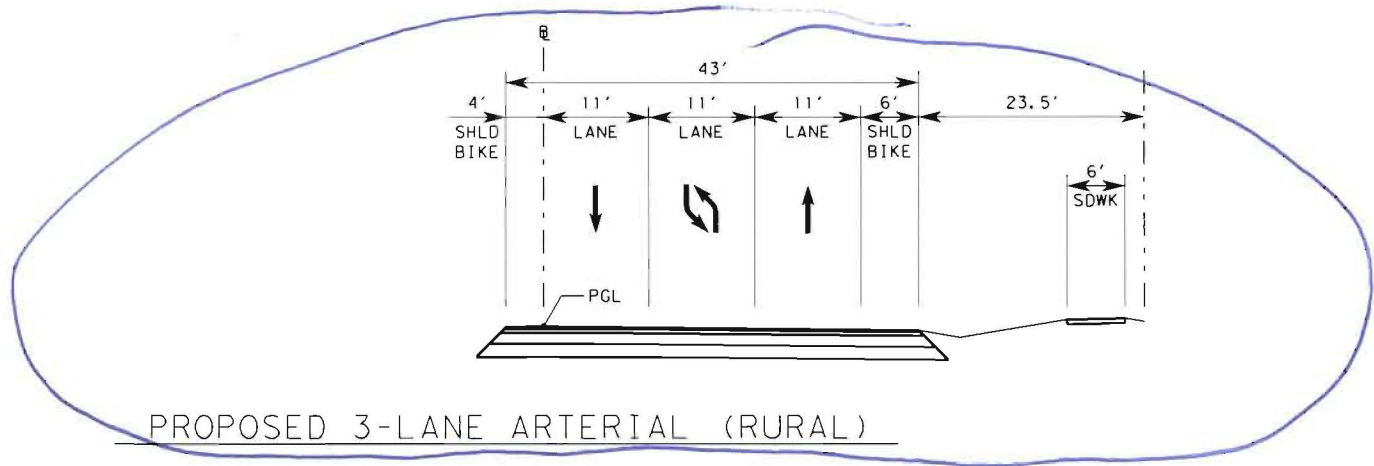
- All unit prices are derived from TxDOT Austin District and statewide average low bid prices (September 2013).
- Maha Loop includes a 1500-foot bridge (at Dry Creek), 300-foot bridge (at Dry Creek Tributary #5), a single 10'x4' box culvert, and a double 10'x4' box culvert for the preliminary estimate to limit impacts to the 100-year floodplain. A detailed study will be required to determine actual impacts and a Letter of Map revision (LOMR) may have to be processed through FEMA.
- Two detention ponds and two water quality ponds have been included on Maha Loop per discussions with Travis County.
- No right of way costs have been included per direction of Travis County. It is assumed that all land required for the roadway and associated detention/water quality facilities is to be donated at no cost to the project.
- A 20% construction contingency is included based upon the preliminary nature of this estimate. This contingency will be reduced as the design is refined.

## Preliminary Pavement Structure

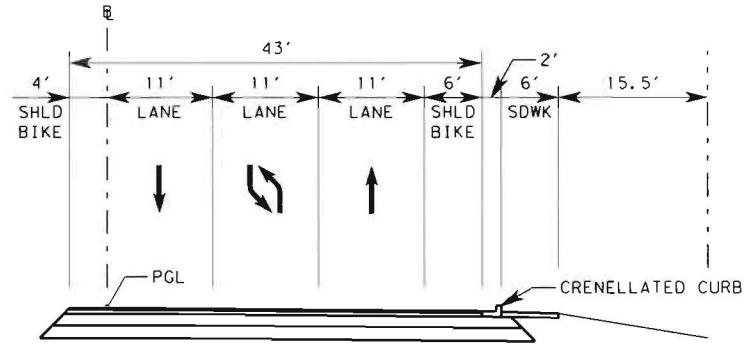
- 2" HMA Type C surface
- 5" HMA Type B base
- 14" flex base
- 16: cement stabilized subgrade



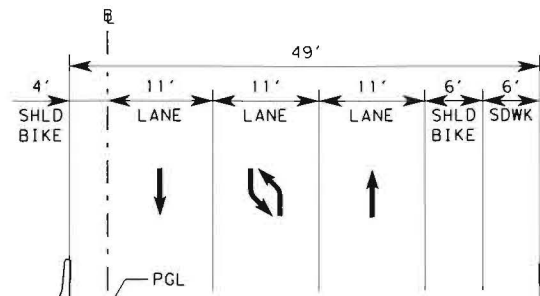
ULTIMATE 5-LANE ARTERIAL



PROPOSED 3-LANE ARTERIAL (RURAL)



PROPOSED 3-LANE ARTERIAL (URBAN)



DRAFT FOR DISCUSSION PURPOSES: SUBJECT TO REVISION

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("agreement") is between Travis County, Texas (the "County") and the Central Texas Regional Mobility Authority (the "Authority"). The County and the Authority may be referred to collectively in this agreement as the "parties," and individually as a "party."

WHEREAS, the parties intend to participate and collaborate in the design and construction of new three lane rural arterial road consisting of two through lanes and a continuous center left-turn lane with a bike lane and a sidewalk on one side, extending south approximately 1.9 miles from SH 71 to Pearce Lane, as approved by motion of the Travis County Commissioners Court on September 24, 2013 (the "Project"); and

WHEREAS, the Project is generally described and depicted in the attached Exhibit 1, and

Comment [A1]: Do we have this? Do we need it?

WHEREAS, the County has agreed to fund the direct and indirect costs of the Project as detailed in this agreement, and the Authority has agreed to manage the design, procurement, and construction of the Project as detailed in this agreement; and

WHEREAS, the parties, as political subdivisions of the State of Texas, intend for this agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the parties agree as follows:

1. Financial Obligations.

(A) The County will provide funding for the Project at the Estimated Project Cost of \$Sixteen Million Six Hundred Five Thousand Two Hundred Twenty and 76/100 Dollars (\$16,605,220.76). The Authority's sole contribution to Project costs are certain in-kind services provided under this agreement.

(B) The Authority will develop a detailed Project budget, to include a cash disbursement projection (the "Budget"). The Budget will include the following costs to be paid by the Authority to outside consultants, vendors, and the successful bidder on the construction contract for the Project:

- (1) pre-development costs;
- (2) preliminary engineering;
- (3) capital costs (design and construction);
- (4) engineering oversight (including design reviews, construction management, materials testing, inspection);
- (5) legal, administrative, and other fees and expenses related to this agreement, procurement, and Project development and oversight;
- (6) environmental approvals, if required;
- (7) public notices and involvement activities;
- (8) utility relocations;

Comment [A2]: What does this include?

1 (9) contingencies; and  
2 (10) all other costs reasonably projected as necessary to complete the Project, excluding the cost  
3 of a party's in-kind services provided through a party's employee.

4  
5 (C) The Authority Representative and County Representative, as defined below, shall agree  
6 on the Budget, provided the County's Representative must obtain Commissioners Court  
7 approval if the Budget is to exceed the Estimated Project Cost. No later than five days after the  
8 parties have approved the Budget, as evidenced by a written notice of Budget approval signed by  
9 ~~the appropriate County and or Authority Representatives administrative official~~ and delivered  
10 to the other party, the County shall pay to the Authority an initial payment identified in the  
11 Budget for use by the Authority to pay Project costs incurred prior to and after the date of Budget  
12 approval. Funds paid by the County shall be deposited and held by the Authority in a separate  
13 trust account for the payment of Project costs (the "Trust Account"). If the parties have not  
14 agreed on a Budget by ~~insert reasonable deadline~~, or if the County defaults in making any  
15 payment to the Authority required by the Budget, the Authority may terminate this agreement in  
16 accordance with section 5 of this agreement.

Comment [A3]: Is this adequate time?

Comment [A4]: What is a reasonable date?

17  
18 (D) After the Budget is approved, it may be revised by written agreement of the parties,  
19 provided the County Representative Executive must obtain Commissioners Court approval if the  
20 Budget is to exceed the Estimated Project Cost. If the total cost of the Project is projected to  
21 exceed the ~~Estimated Project Cost estimate set forth in subsection (A) of this section~~, the parties  
22 may engage in value engineering in an attempt to control costs. If the projected Project costs  
23 exceed funding available from the County from its own funds or from sources other than the  
24 Authority, the County may elect to provide the funds required to pay the additional Project costs.  
25 If the County fails to provide the funds required to pay excess Project costs, either party may  
26 terminate this agreement ~~in accordance with section 5 of this agreement~~.

27  
28 (E) The County ~~anticipates intends to~~ selling certificates of obligation in March, 2014, in an  
29 amount sufficient to provide all ~~or part of the~~ funding needed to pay the Project costs identified  
30 by the Budget. The County may pay all or a portion of the Project costs using funds available  
31 from ~~these or~~ other sources, including funds provided to the County by third parties other than  
32 the Authority. If the County cannot finance the Project costs on terms acceptable to the County,  
33 either party may terminate this agreement.

34  
35  
36 (F) Authority shall ~~not have no obligation to~~ execute a construction contract for the Project, or  
37 to issue a notice to proceed under a construction contract until the County has ~~secured~~ paid all  
38 funds required by the Budget to fully fund the construction contract, related oversight and  
39 inspection costs, and the contingency fund established in the Budget.

40  
41 (G) Authority may disburse funds from the Trust Account in accordance with the Budget to  
42 pay its outside contractors and to pay the contract price for construction of the Project to the  
43 bidder selected for the contract, including any change orders approved under this agreement. No  
44 later than two days after making any disbursement from the Trust Account, the Authority will  
45 provide to the County a copy of the disbursement, together with sufficient information to  
46 establish that the disbursement complies with this agreement.

1  
2 (H) Any funds remaining in the Trust Account shall be disbursed to the County no later than  
3 five days after the date the Authority has disbursed and paid all Project expenses that were  
4 payable and due on the date the County accepts the Project in accordance with this agreement.  
5

6 (I) Authority shall keep and maintain records to document and support that each  
7 disbursement made by the Authority is for an authorized purpose under this agreement. All of the  
8 Authority's disbursements paid from the Trust Account shall be subject to review by the County  
9 at County's request and sole expense.  
10

11 (J) The Authority shall obtain written approval from the County before approving any  
12 ~~proposed discretionary change order that would increase the cost of the Project as established in~~  
13 ~~the Budget or that would delay the date required for substantial completion established by the~~  
14 ~~construction contract for the Project. The Authority will notify and consult with the County in~~  
15 ~~writing of any proposed change order. If the County does not provide its approval or~~  
16 ~~disapproval within 48 hours of submission, the County is deemed to have approved the change~~  
17 ~~order and, but the Authority is hereby authorized to approve the a proposed change order~~  
18 ~~necessary to complete the Project as designed and scheduled if sufficient funds are available in~~  
19 ~~the Trust Account to pay all costs resulting from the change order together with all other unpaid~~  
20 ~~costs identified in the Budget.~~  
21

## 22 2. Project Development.

23  
24 (A) County will timely acquire and make available to the Authority all right-of-way, licenses,  
25 easements of any nature and duration, and rights of possession ("Real Estate Interests") needed  
26 to complete the Project. County will obtain any additional ~~Real Estate Interests rights or right-of-~~  
27 ~~way~~ needed for design changes or betterments to the Project requested and funded by the  
28 County. ~~If the County cannot acquire the Real Estate Interests on terms acceptable to the County,~~  
29 ~~either party may terminate this agreement. The Authority is authorized to enter or use all Real~~  
30 ~~Estate Interests acquired by the County any such right-of-way, licenses, easements, or rights of~~  
31 ~~possession to complete the Project.~~  
32

33 (B) The design, plans, and specifications for the Project shall comply with ~~applicable~~ design  
34 and construction, ~~materials testing, and inspection~~ standards established or followed by the  
35 County, ~~including but not limited to those for stormwater management,~~ unless otherwise agreed  
36 by the parties (the "Standards").  
37

38 (C) The Authority will manage the design and construction of the Project pursuant to ~~the~~  
39 ~~Standards applicable and agreed criteria~~, including (i) preliminary estimates, (ii) development of  
40 the engineering design, plans and specifications for all roadway improvements, (iii) surveying,  
41 (iv) construction, and (v) inspection and testing.  
42

43 (D) When design work for each design package is 30% complete, and again when the design  
44 work for each design package is 90% ~~and 100%~~ complete, Authority shall submit the complete  
45 design package to the County. County will review and provide comments on the design package  
46 to the Authority. The parties will participate in joint monthly coordination and review meetings

1 with representatives from all affected County reviewers to avoid or resolve conflicts in review  
2 comments. County agrees to complete its review and notify the Authority of its approval or  
3 disapproval of the design package no later than five days after receiving the design package. If  
4 County does not provide its approval or disapproval by the deadline, the County is deemed to  
5 have approved the design package. If County disapproves the information submitted, it shall at  
6 the same time notify Authority of the reasons for its disapproval and actions necessary for the  
7 design package to meet County approval. Authority will have an opportunity to correct or submit  
8 additional information to cure any defects or deviations identified by County. Any defects or  
9 deviations will be discussed in an over-the-shoulder review meeting and incorporated into the  
10 next submittal.

11  
12 (E) The AuthorityCounty shall be responsible for any required permitting and environmental  
13 assessments and clearances associated with the Project.

Comment [A5]: We need to discuss this one. We also need to address the LOMR issue.

14  
15 (F) Authority agrees to develop and construct the Project on an expedited timetable in  
16 accordance with the Budget using resources and procurement methods available to and as  
17 determined by the Authority to be in the best interests of the Project.

18  
19 (G) The Authority will ensure that the design engineer provides professional liability,  
20 automobile liability, and general liability insurance in accordance with the standard requirements  
21 of the County. Both the Authority and the County shall be named as an additional insureds with  
22 respect to such general liability and automobile liability coverage.

23  
24 3. Project Bidding & Award of Construction Contract.

25  
26 (A) The Authority will be responsible for the solicitation of bids for the construction of the  
27 Project based on the approved plans and specifications and in accordance with the Authority's  
28 bidding policies, laws, practices, and procedures. The Authority will notify the County of the  
29 lowest responsible bidder and the amount of the bid for the Project.

30  
31 (B) Any construction contract executed by the Authority shall include, without limitation:

32 (1) a deadline for substantial completion of the Project that is no later than ,  
33 unless otherwise agreed by the parties;

Comment [A6]: What date?

34 (2) assessment of liquidated damages against the contractor for failing to meet that deadline,  
35 if the delay is not attributable to the Authority, the County, or a force majeure event; and

36 (3) provisions that establish the Authority's right to assign the construction contract to  
37 County upon the County's acceptance of the Project, together with a conveyance to the  
38 County of all contractor warranties, guarantees, and bonds;

39 (4) a requirement the construction contractor will be responsible for any defects in  
40 workmanship or materials (ordinary wear and tear excepted) following acceptance and a  
41 one year warranty and maintenance bond in a form approved by Seller;

42 (+)(5) HUB.

Comment [A7]: Which entity's HUB requirements will we use?

43  
44  
45 (B) Prior to award of the construction contract, the Authority shall submit it to the County for  
46 approval. If the County does not provide its approval or disapproval within 48 hours of



1 submission, the County is deemed to have approved the contract.

2 (C) If no acceptable bid is low enough to allow the Project to be completed within the  
3 Budget, the County may require that the parties to engage in value engineering in an attempt to  
4 control costs and then re-bid or make legally allowable adjustments to the bid. If new or adjusted  
5 bids are not low enough to allow the Project to be completed within the Budget, the either party  
6 may terminate this agreement.

7 4. Project Management.

8  
9 (A) The Authority's (the "Authority Representative"). The Authority will act on behalf of  
10 the Authority with respect to the Project. Although the Authority agrees to coordinate with the  
11 County, The Authority Representative will coordinate with the County, receive and transmit  
12 information and instructions, and will have complete authority to interpret and define the  
13 Authority's County's policies and decisions with respect to the Project. The Authority will  
14 designate a Project Manager and may designate other representatives to transmit instructions and  
15 act on behalf of the Authority with respect to the Project.

16  
17 (B) The County's County Executive for Transportation and Natural Resources (the "County  
18 Representative") will act on behalf of the County with respect to the Project, coordinate with the  
19 Authority, receive and transmit information and instructions, and will have complete authority to  
20 interpret, define, and communicate to the Authority the County's policies, recommendations, and  
21 decisions with respect to the Project. By written notice delivered under this agreement, the  
22 County Representative may designate a County Project Manager and may designate other  
23 representatives to transmit instructions and act on behalf of the County with respect to the  
24 Project.

25  
26 (C) A Travis County development permit is required for the Project. The County hereby (a)  
27 waives all County review, permit and inspection fees in connection with the Real Estate  
28 Improvements, (b) waives the requirement of §64.121(k)(2), Travis County Code, to obtain  
29 approval of a CLOMR and LOMR prior to issuance of the permit.

Comment [A8]: Need to discuss LOMR.

30  
31 (D) The County may observe or inspect all work done and materials furnished at reasonable  
32 times and places. If the County notifies the Authority that the Project is not being constructed in  
33 accordance with applicable requirements or is otherwise materially defective, the Authority shall  
34 promptly require the construction contractor to remedy any defect.

35  
36 (E) Seller shall notify Purchaser in writing upon substantial completion of the Project. The  
37 County will conduct a final inspection of the Project within ten (10) business days after receiving  
38 the written notice of substantial completion.

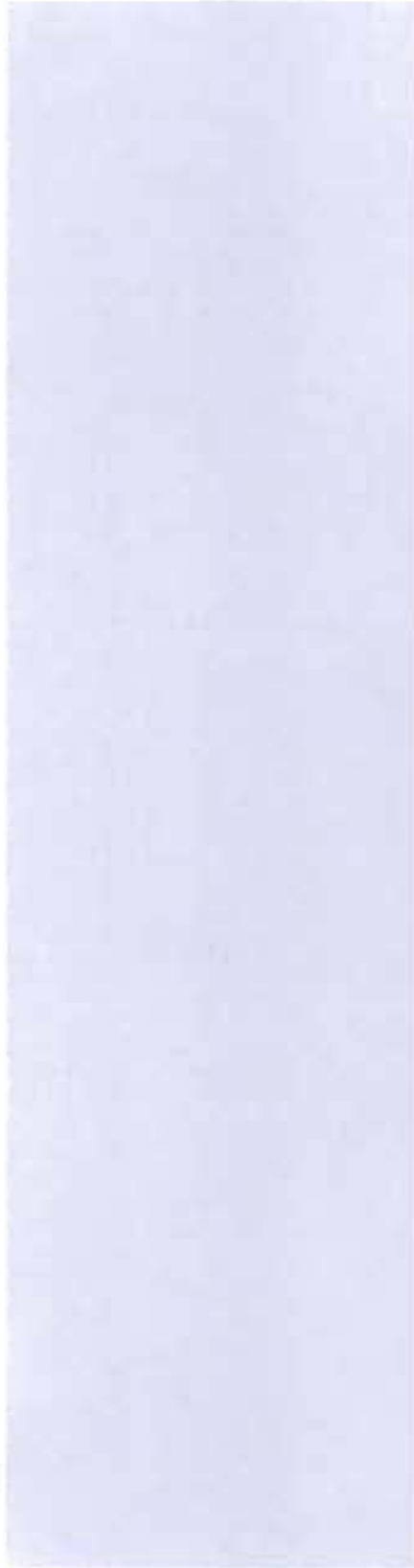
39  
40 (F) Upon the County's final acceptance of the Project, all warranties for the Project shall be  
41 transferred to the County.

42  
43 (G) Within thirty (30) days of final acceptance by the County, the Authority shall deliver to  
44 the County all plans including as built plans, specifications, and files pertaining to the Project,  
45 which materials will be the property of the County.

DRAFT FOR DISCUSSION PURPOSES: SUBJECT TO REVISION

1 |

DRAFT



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

5. Dispute Resolution.

The Authority Representative and the County Representative will appoint, and convene as necessary or appropriate, a Leadership Team to serve in a management role and discuss issues that arise during the design, construction, and operation of the Project, including the resolution of major issues relating to the parties' responsibilities under this agreement. The Leadership Team will consist of two staff members each from the County and the Authority. Consultants may not serve on the Leadership Team. The team will meet as necessary and serve in an advisory role to discuss:

- (1) procurement progress and related schedule impacts;
- (2) the County's participation in design and construction oversight; and
- (3) resolution of major issues relating to the parties' responsibilities under this agreement that may arise during the design, procurement, or construction of the Project.

5. Default; Remedies; Termination.

(A) Either party may terminate this agreement if the other party defaults in its obligation and, after receiving notice of the default and of the non-defaulting party's intent to terminate, fails to cure the default no later than five days after receipt of that notice.

(B) This agreement will terminate on the date when the County has accepted the Project for maintenance and all Trust Account funds have been disbursed by the Authority in accordance with the terms of this agreement.

6. Liability. To the extent allowed by Texas law, the County and the Authority are responsible for their respective proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this agreement as determined by a court of competent jurisdiction. Neither party waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this agreement shall be construed as creating any liability in favor of any third party or parties against either County or Authority, nor shall this agreement ever be construed as relieving any third party or parties from any liabilities of such third party or parties to the County or the Authority.

7. Miscellaneous.

(A) Force Majeure. Whenever a period of time is prescribed by this agreement for action to be taken by either party, the party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this agreement or which any party may desire to give, shall be in writing and

DRAFT FOR DISCUSSION PURPOSES: SUBJECT TO REVISION

1 shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the  
2 notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii)  
3 two days after deposit in a regularly maintained express mail receptacle of the United States  
4 Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express  
5 mail delivery, addressed to such party at the respective addresses set forth below, or such other  
6 address as each party may from time to time designate by written notice to the others as herein  
7 required or (iii) facsimile or electronic mail transmission (the latter of scanned documents in  
8 formats such as .pdf or .tif) for which confirmation of receipt by the other party has been  
9 obtained by the sending party:

10  
11 AUTHORITY: ?  
12 Central Texas Regional Mobility Authority  
13 3300 N. IH-35, Suite 300  
14 Austin, TX 78705  
15 (512) 966-9784 (facsimile)  
16 Email address: [?<@ctrma.org](mailto:?<@ctrma.org)  
17

18  
19 WITH COPY TO: Andrew Martin, General Counsel  
20 Central Texas Regional Mobility Authority  
21 3300 N. IH-35, Suite 300  
22 Austin, TX 78705  
23 (512) 225-7788 (facsimile)  
24 Email address: [amartin@ctrma.org](mailto:amartin@ctrma.org)  
25

26 COUNTY: ?  
27 [Address]  
28 Austin, TX 78701  
29 (512) XXX-XXXX (facsimile)  
30 Email address: [?<@X](mailto:?<@X)  
31

32  
33 WITH A COPY TO: Tom Nuckols, Land Use Division Director  
34 Travis County Attorney's Office  
35 314 West 11th Street  
36 Room 300  
37 Austin, TX 78701  
38 (512) XXX-XXXX (facsimile)  
39 Email address: [?<@X](mailto:?<@X)  
40

41 (C) Calculation of Days. Each reference in this agreement to a day or days refers to a day that  
42 is not a Saturday, Sunday, or a legal holiday observed by either the County or the Authority. If  
43 the last day of any period described in this agreement is a Saturday, Sunday, or such legal  
44 holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such  
45 legal holiday.  
46

DRAFT FOR DISCUSSION PURPOSES: SUBJECT TO REVISION

1 (D) Entire Agreement. This agreement constitutes the entire understanding between the  
2 parties with respect to the subject matter of this agreement and supersedes all other agreements,  
3 whether written or oral, between the parties.

4  
5 (E) Modification; Waiver. No amendment of this agreement will be effective unless it is in  
6 writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply  
7 with an obligation under this agreement will be effective unless it is in writing and signed by the  
8 party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other  
9 condition or failure to comply with any other obligation.

10  
11 (F) Effective Date. This agreement will become effective when signed by both the County  
12 and the Authority. The date of this agreement will be the date this agreement is signed by the last  
13 party to sign it, as indicated by the date associated with that party's signature.

14  
15 (G) Counterparts. If the parties sign this agreement in several counterparts, each will be  
16 deemed an original but all counterparts together will constitute one instrument.

17  
18 (H) Other Instruments. The parties shall execute other and further instruments and documents  
19 as may become necessary or convenient to effectuate and carry out the purposes of this  
20 agreement.

21  
22 (I) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement  
23 held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair,  
24 invalidate, or nullify the remainder of this agreement, but the effect thereof shall be confined to  
25 the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

26  
27  
28 [Signatures]

**Travis County Commissioners Court**

**RESOLUTION**

**Authorize Agreements with the Central Texas Regional Mobility Authority for Funding and Construction of Roadway Improvements In Southeast Travis County.**

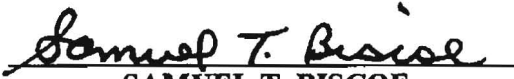
- Whereas, Travis County has identified sources of funding needed to pay for improvements to the county roadway system to serve the residents, landowners, businesses and the traveling public in Southeast Travis County; and,
- Whereas The Central Texas Regional Mobility Authority ("Mobility Authority") was created Pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin Code §26.01, *et seq.* (the "RMA Rules"); and,
- Whereas, The Mobility Authority has constructed, completed, operates the 183A Turnpike Project in Williamson County, the direct connects between US Highway 183 and US Highway 290 East in Travis County, and is currently constructing the Manor Expressway between US Highway 183 and just east of Parmer Lane in the right-of-way for US Highway 290 East in Travis County; and,
- Whereas, Both the Mobility Authority and Travis County are authorized to design and Construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves Travis County residents and the traveling public; and,
- Whereas, The Mobility Authority is authorized by state law to use the design-build method of construction to develop a transportation project, specifically including the design and construction of roadways in Travis County with a functional classification greater than a local road or a rural minor collector; and,
- Whereas, The Mobility Authority has successfully used the design-build construction method to develop and complete its transportation projects within an expedited time period; and,
- Whereas, Under the Interlocal Cooperation Act, Chapter 791, Government Code, the Mobility Authority and Travis County may enter into one or more agreements to cooperate in funding, designing, building, and maintaining improvements to the roadway system that serves the residents, landowners, businesses, and the traveling public in Southeast Travis County; and,

Whereas, The County Executive for Transportation and Natural Resources recommends that the Court authorize negotiation of appropriate agreements with the Mobility Authority to combine the efforts and resources of the Mobility Authority and Travis County to develop improvements to the roadway system in Southeast Travis County.

NOW THEREFORE, BE IT RESOLVED, that the County Executive for Transportation and Natural Resources and his staff are hereby authorized and directed to negotiate one or more agreements with the appropriate officials at the Mobility Authority under which the Mobility will develop and implement necessary and feasible improvements to the roadway system in Southeast Travis County and under which Travis County will provide funding and other resources as may be necessary to pay project development costs incurred by the Mobility Authority for its consultants and a design-build contractor; and,

BE IT FURTHER RESOLVED, THAT THE County Executive for Transportation and Natural Resources bring his recommendation for Court approval of any proposal agreement with the Mobility Authority to the Court for its consideration and appropriate action.

Signed this 1<sup>st</sup> day of October, 2013.

  
SAMUEL T. BISCOE  
County Judge

\_\_\_\_\_  
RON DAVIS  
County Commissioner, Pct. 1

  
GERALD DAUGHERTY  
County Commissioner, Pct. 3

\_\_\_\_\_  
BRUCE TODD  
County Commissioner, Pct. 2

  
MARGARET J. GOMEZ  
County Commissioner, Pct. 4



**PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS**

---

314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Assistant Budget Director  
**DATE:** November 5, 2013  
**SUBJECT:** Request for FY 2014 Reimbursement Resolution for the Maha Loop Road:  
Pearce Lane to State Highway 71 Project

The Transportation and Natural Resources Department is requesting the approval of the issuance of \$16,606,000 of Certificates of Obligation (COs) for the Maha Loop Road: Pearce Lane to State Highway 71 Project and related Interlocal Cooperation Agreement with the Central Texas Regional Mobility Authority (CTRMA) for completing the project. Due to the critical deadlines with CTRMA, the Transportation and Natural Resources Department has requested the Planning and Budget Office work with the County Attorney's Office and Bond Counsel to include with the item a request for a reimbursement resolution for the project.

The attached reimbursement resolution for the Maha Loop Road: Pearce Lane to State Highway 71 Project is the legal document necessary to ensure that Travis County is able to reimburse itself once the proceeds from the proposed spring issuance arrive. Please note that the document was prepared by the County Attorney's Office and reviewed by the County's Bond Counsel. The Transportation and Natural Resources Department has requested that the Planning and Budget Office post separately under our weekly budget amendments and transfers an amendment related to the reimbursement resolution totaling \$16,606,000 from the Unallocated Reserve to the Transportation and Natural Resources Department for the expenses required for the project that are anticipated to occur before the debt proceeds are received. The full amount will need to be fully encumbered for the interlocal agreement. We are currently in discussions with CTRMA to determine how funding for the project should be paid to CTRMA. CTRMA has expressed a preference to receive the entire amount of funding upfront, and County staff has proposed making payments over the course of the project based on cash flow needs. We plan to finalize this aspect of the interlocal agreement before next Tuesday after better understanding CTRMA's position and any concerns, and will apprise the Court on status, as well as any changes that might be needed to language in the agreement.

The current balance of the Unallocated Reserve is \$65,585,598 and includes a reduction of \$2,500,000 related to the previously approved reimbursement resolution for the 416<sup>th</sup> W. 11<sup>th</sup> Street Project. The revised balance will be further reduced to \$48,979,598 after approval of budget amendment for the Maha Loop Road: Pearce Lane to State Highway 71 Project. It is important to note that the



Unallocated Reserve will be replenished once the proceeds from the sale of COs are available and any needed reclassifications are processed. It is estimated that this will occur in the June/July timeframe.

We recommend approval of the reimbursement resolution for this already approved time sensitive project. Please let me know if you have any questions.

cc: John Hille, County Attorney's Office  
Nicki Riley, County Auditor  
Melinda Grahmann, Hannah York, County Auditor's Office  
Leslie Browder, Jessica Rio, Diana Ramirez, Alan Miller, Deborah Laudermilk, PBO  
Steven Manilla, Cynthia McDonald, Donna Williams-Jones, Isabelle Lopez, TNR  
Glen Opel, Bond Counsel  
Ladd Pattillo, County's Financial Advisor

**RESOLUTION EXPRESSING INTENT TO  
FINANCE EXPENDITURES TO BE INCURRED**

WHEREAS, Travis County, Texas (the "Issuer"), is a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Chapter 271, Texas Local Government Code, as amended; and the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the projects described in Exhibit A attached hereto (the "Projects"); and

WHEREAS, the Issuer has concluded that it does not currently desire to issue obligations to finance the costs associated with the Projects;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the Projects from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the Projects listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Projects from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with each Project are identified in Exhibit A.

APPROVED THIS \_\_\_\_\_ day of November, 2013 by the Commissioners  
Court of Travis County, Texas.

TRAVIS COUNTY, TEXAS

---

Samuel T. Biscoe  
County Judge

---

Ron Davis  
Commissioner, Precinct 1

---

Bruce Todd  
Commissioner, Precinct 2

---

Gerald Daugherty  
Commissioner, Precinct 3

---

Margaret Gómez  
Commissioner, Precinct 4

EXHIBIT A

DESCRIPTION OF PROJECTS

<u>Project Description</u>	<u>Total Amount</u>
Construction of a Public Work: Specifically County road improvements.	\$ 16,606,000