



Travis County Commissioners Court Agenda Request

Meeting Date: March 18, 2014

Prepared By: Steven M. Manilla, P.E. Phone #: (512) 854-9429

Division Director/Manager: Morgan Cotten, P.E., Public Works Director

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action the following requests:

A) Request to approve an Interlocal Agreement between the Central Texas Regional Mobility Authority (CTRMA), Travis County, and Hays County for the completion of State Highway 45 southwest between Loop 1 (Mopac) and FM 1626, located primarily in Travis County Precinct Three and partially in Hays County; and

B) A Reimbursement Resolution expressing Travis County's intent to finance expenditures to be incurred for the design and construction of State Highway 45 southwest between Loop 1 (MOPAC) and FM 1626 in the amount of \$2,500,000 and to reimburse itself from State Highway Bonds.

BACKGROUND/SUMMARY OF REQUEST:

This project has a very long history; much of it expounded in an October 22, 2013 Court Resolution (attached), and includes obtaining approval from Travis County voters in 1997 and accumulating approximately \$3M in sunk costs for right-of-way acquisition during the early 2000's. Over the years, it has grown into a multi-jurisdictional project capable of leveraging its resources to gain support and significant financial commitments from TxDOT, CTRMA, Travis County, and Hays County. Those supporting the project agree that special attention must be given to identifying and mitigating environmental concerns. Toward that end, the Court's Resolution commits to a project that validates green mobility and demonstrates "how an innovative roadway can be built with an environmentally sensitive footprint minimizing the impact on the environment and protecting our natural resources while providing a roadway our constituents may travel". Additionally, in 2011-12 the CTRMA sponsored a design competition for the project and it identified several innovative design features to help mitigate environmental concerns.

TxDOT has started the State Environmental Impact Statement process (SEIS). Once the SEIS is completed, project management will be shifted to the CTRMA to complete design and construction. The bulk of the funding is anticipated to be

Counsel, has indicated that the Reimbursement Resolution will allow the county to reimburse the general fund in FY 2015 and is prepared to include the reimbursement in the FY 2015 revenue estimate. The full amount of \$15M is needed for this project, and the remaining \$12.5M will be requested and a capital funding recommendation made during the FY 2015 budget process.

ATTACHMENTS/EXHIBITS:

Interlocal Cooperation Agreement between CTRMA, Travis County, and Hays County

October 22, 2013 Travis County Commissioners Court Resolution

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
John Hille	Asst County Attorney	CAO	
Leslie Browder	County Executive	PBO	
Nicki Riley	County Auditor	CAO	
Jessica Rio	Admin Associate	PBO	

CC:

Cyd Grimes	County Purchasing Agent	CPO	

: :
3101 - Public Works/CIP -

INTERLOCAL COOPERATION AGREEMENT

1
2
3 This Interlocal Cooperation Agreement (“Agreement”) is between the following three political
4 subdivisions of the State of Texas: Hays County (“Hays County”), Travis County (“Travis
5 County”), and the Central Texas Regional Mobility Authority (the “Authority”). Hays County,
6 Travis County, and the Authority may be referred to collectively in this Agreement as the
7 “parties,” and individually as a “party.”

8
9 WHEREAS, by Minute Order 83158 enacted on May 22, 1985, the Texas Transportation
10 Commission recognized a need for an expansion of the state highway system to deal with
11 expected traffic growth in Travis County, and designated a state highway now known as State
12 Highway 45 (“SH 45”) to be developed in segments according to need and available funding,
13 and in July of that year the Travis County Commissioners Court accepted Minute Order 83158
14 by resolution; and

15
16 WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”) has included a
17 portion of SH 45 known as SH 45 Southwest (“SH 45 SW”) in the CAMPO Regional
18 Transportation Plans adopted in 1994, 2000, 2005, and 2010; and

19
20 WHEREAS, Hays County and Travis County have acquired the right-of-way needed to build and
21 operate SH 45 SW, and that right-of-way is currently held by the State of Texas; and

22
23 WHEREAS, many residents of Hays County travel north on FM 1626 and on Brodie Lane
24 through the Shady Hollow neighborhood to reach Loop 1 (“MoPac”) at Slaughter Lane for
25 access to employment, retail, and recreational destinations in Travis County, and those Hays
26 County residents as well as local travelers suffer congestion, delays, and safety concerns on
27 Brodie Lane which should be relieved by SH 45 SW; and

28
29 WHEREAS, in June, 2013, the Texas Department of Transportation (“TXDOT”) initiated and is
30 currently leading an environmental study for the area between MoPac and FM 1626 that is
31 planned for SH 45 SW, with a completion date anticipated in early 2015 for the resulting state
32 environmental impact statement (the “state EIS”); and

33
34 WHEREAS, subject to the state EIS, the Authority proposes to design and construct a new four-
35 lane state highway consisting of four tolled main lanes of controlled access roadway, with a
36 possible shared-use path on one side, extending approximately 3.6 miles from MoPac to FM
37 1626, as supported by the October 22, 2013, resolution of the Travis County Commissioners
38 Court (the “Project”); and

39
40 WHEREAS, the parties anticipate and intend that all costs incurred by the Authority to complete
41 the Project will be paid from funds provided by Travis County, Hays County, and TXDOT; and

42
43 WHEREAS, together with TXDOT, Travis County and Hays County have agreed to fund not-to-
44 exceed portions of the costs of the Project as detailed in this Agreement, and the Authority has
45 agreed to manage the design, procurement, and construction of the Project as detailed in this
46 Agreement; and

1
2 WHEREAS, the parties, as political subdivisions of the State of Texas, intend for this Agreement
3 to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas
4 Government Code Section 791.001, et seq.;

5
6 NOW, THEREFORE, the parties agree as follows:
7

8 **1. FINANCIAL OBLIGATIONS.**

9 (A) Hays County shall provide funding for the Project in the total amount not-to-exceed Five
10 Million and no/100 Dollars (\$5,000,000.00 USD). Of that not-to-exceed amount, Five Hundred
11 Thousand and no/100 Dollars (\$500,000.00 USD) shall be paid to the Authority by June 30,
12 2014. The remaining Four Million, Five Hundred Thousand and no/100 Dollars (\$4,500,000.00
13 USD) shall be paid to the Authority no later than twenty (20) days after the date the Authority
14 provides written notice to Hays County and Travis County that the Authority intends to issue the
15 bid solicitation for construction of the Project no later than forty (40) days after the date of that
16 notice.
17

18 (B) Travis County shall provide funding for the Project in a total amount not-to-exceed
19 Fifteen Million and no/100 Dollars (\$15,000,000.00 USD). An initial payment of Two Million,
20 Five Hundred Thousand and no/100 Dollars (\$2,500,000 USD) will be paid by June 30, 2014.
21 Travis County will use all reasonable efforts to complete the issuance of State Highway Bonds
22 (or other debt instruments) by October 30, 2014. Subject to the issuance of such bonds or other
23 debt instruments , Travis County shall pay the remaining Twelve Million Five Hundred
24 Thousand and no/100 Dollars (\$12,500,000.00 USD) to the Authority by October 30, 2014.
25 Should Travis County be unable to secure the funding and pay it to the Authority, any party may
26 terminate this Agreement; and each county may request any funds previously delivered by it, and
27 that has been unspent, be returned to it on a pro-rata basis.

28 (C) Each County acknowledges that the Authority will make contractual obligations related
29 to development of the Project in reliance on the funding commitments set forth herein. Such
30 obligations will be consistent with the Budget and shall be in furtherance of the development of
31 the Project.
32

33 (D) The Authority's contribution to Project costs are certain in-kind services provided by
34 staff of the Authority under this Agreement. The parties contemplate additional contributions of
35 funds sufficient to complete the Project from TXDOT. All monies paid by Travis County and
36 Hays County shall be held in trust and utilized by the Authority only in furtherance of this
37 Agreement. Monies spent to pay Project costs incurred to develop and construct the Project as
38 identified by the Budget, or to reimburse any Project costs previously paid by the Authority from
39 other funds, shall be considered expenditures in furtherance of this Agreement.
40

41 (E) The Authority will develop and provide to Travis County and Hays County a detailed
42 budget for estimated cost of completing the Project, and will include a cash disbursement
43 projection for those costs (the "Budget"). The Budget will include the following costs to be paid
44 by the Authority to outside consultants, vendors, and the successful bidder on the construction
45 contract for the Project:
46

- 1 (i) pre-development engineering;
- 2
- 3 (ii) preliminary engineering;
- 4
- 5 (iii) capital costs (design and construction);
- 6
- 7 (iv) engineering oversight (including design reviews, construction management, materials
- 8 testing, inspection);
- 9
- 10 (v) legal (including any costs of litigation), administrative, and other fees and expenses
- 11 related to this Agreement, procurement, and Project development and oversight;
- 12
- 13 (vi) environmental approvals, if required;
- 14
- 15 (vii) public notices and involvement activities;
- 16
- 17 (viii) utility relocations;
- 18
- 19 (ix) contingencies, including change orders that may occur during the course of the Project
- 20 and possible contractor claims at the end of the Project; and
- 21
- 22 (x) all other costs reasonably projected as necessary to complete the Project, excluding the
- 23 cost of the Authority's in-kind services provided through an employee of the Authority.
- 24

25 (F) All funds paid to the Authority by each County shall be deposited and held by the
26 Authority in separate, interest-bearing trust accounts for the payment of Project costs (the "Trust
27 Accounts"). Interest earned on any accumulated cash balances in the Trust Accounts shall be
28 deposited monthly into the Trust Accounts and shall accrue to the benefit of the respective
29 County's Trust Account. Interest may be used for the payment of Project costs if the Project is
30 constructed, but must be returned to the County along with the unspent principal funds, if the
31 Project is not substantially complete by June 30, 2024. Neither Hays County, nor Travis County,
32 once they have fully delivered their funding as described in sections IA and IB, shall be
33 obligated for additional funding. Authority shall be responsible for arranging all other necessary
34 funding to achieve the completion of the Project.

35
36 (G) The Authority may disburse funds from the Trust Accounts in accordance with the
37 Budget to pay its outside contractors and to pay the contract price for construction of the Project
38 to the bidder selected for the contract. No later than two (2) days after making any disbursement
39 from the Trust Accounts, the Authority will provide to each County a copy of the disbursement,
40 together with sufficient information to establish that the disbursement complies with this
41 Agreement.

42
43 (H) The Authority shall keep and maintain records to document and support that each
44 disbursement made by the Authority is for an authorized purpose under this Agreement. All
45 funds received and/or expenditures made by the Authority related to development and

1 construction of the Project shall be subject to review by the Hays County and/or Travis County,
2 at the requesting County's sole expense.

3
4 (I) The Authority recognizes that Travis County will use State Highway Bonds or other
5 forms of debt instruments to fund its contribution payments.

6
7 **2. PROJECT DEVELOPMENT.**

8 (A) The State of Texas owns all necessary right-of-way for the Project. The Authority will
9 arrange with TXDOT for use of the right-of-way.

10
11 (B) Subject to the state EIS, the Authority's design, plans, and specifications for the Project
12 shall comply with design and construction, materials testing, and inspection standards
13 established or followed by TXDOT and the Authority, including but not limited to those for
14 stormwater management, unless otherwise agreed by the parties by amending this Agreement
15 (the "Standards"). Should the State EIS reveal the Project cannot be constructed, the Authority
16 will return all unspent funds and terminate the Agreement.

17
18 (C) The Authority will manage the design and construction of the Project pursuant to the
19 Standards, including (i) preliminary estimates, (ii) development of the engineering design, plans
20 and specifications for all roadway improvements, (iii) surveying, (iv) construction, and (v)
21 inspection and testing.

22
23 (D) TXDOT, in coordination with the Authority and appropriate regulatory agencies, is
24 responsible for producing the documents and analysis required for any required permitting and
25 environmental documentation and clearances associated with the Project. The Authority in
26 coordination with TXDOT shall apply for and obtain any permits and other required clearances
27 issued by a state or local government agency other than the County.

28
29 **3. PROJECT MANAGEMENT.**

30 (A) The Authority's Executive Director or his designee (the "Authority Representative") will
31 act on behalf of the Authority with respect to the Project. The Authority Representative will
32 coordinate with each County as necessary, receive and transmit information and instructions, and
33 will have complete authority to interpret and define the Authority's policies and decisions with
34 respect to the Project in accordance with this Agreement. The Authority will designate a Project
35 Manager and may designate other representatives to transmit instructions and act on behalf of the
36 Authority with respect to the Project.

37
38 (B) The Commissioners Court of Travis County and of Hays County shall each appoint a
39 person (the "County Representative") to act on behalf of each County with respect to the Project
40 in accordance with this Agreement; to coordinate with the Authority as necessary; and to receive
41 and transmit information and instructions under this Agreement. The County Representative will
42 have complete authority to interpret, define, and communicate to the Authority their respective
43 County's policies, recommendations, and decisions related to the Project in accordance with this
44 Agreement. By written notice delivered under this Agreement, the County Representative may
45 designate a County Project Manager or Co-Managers and may designate other representatives to
46 transmit instructions and act on behalf of their respective Counties related to the Project.

1
2 (C) The Authority and the Counties, through their designated representatives and project
3 managers (and co-managers), shall communicate on a regular basis concerning the Project. The
4 County Representatives (and Project Managers) may provide input regarding Project
5 development issues, however as the owner operator of the Project the Authority will make all
6 Project development related decisions in its sole discretion.

7
8 (D) The Authority shall notify Travis County and Hays County in writing upon substantial
9 completion of the Project. "Substantial completion" may be defined in the contract between the
10 Authority and its contractor responsible for construction of the Project, but in general shall mean
11 the time at which the Project can be opened to traffic notwithstanding the need to complete other
12 Project-related items that do not impede or impair traffic.

13
14 (E) Upon the earlier of: (i) 30 days after the Authority has applied and expended in
15 accordance with this Agreement all funds paid to the Authority by either County, plus accrued
16 interest thereon; or (ii) 30 days after final acceptance of the Project construction by the
17 Authority, the Authority shall render a final written accounting to that County of any and all
18 costs paid, to be paid, credited, or refunded to or from that County's Trust Account established
19 under this Agreement, taking into account amounts that County has paid into the Trust Account
20 as provided herein. Each County shall have the right to audit the Authority's records at ~~that~~
21 County's expense, and shall request any such audit, or any adjustments or corrections, no later
22 than ninety (90) days after its receipt of the accounting. The Authority shall refund any amounts
23 due to a County no later than twenty (20) days after delivery of the adjusted final accounting.

24
25 **4. DISPUTE RESOLUTION**

26 (A) Negotiation. The parties will attempt in good faith to resolve promptly through
27 negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy
28 or claim should arise, the parties agree to each select a Representative and to have those
29 Representatives meet at least once to attempt in good faith to resolve the dispute. For such
30 purpose, any party may request the others to meet within ten (10) days, at a mutually-agreed-
31 upon time and place. The parties shall, within ten (10) days after the Effective Date of this
32 Contract, each designate to the other their respective Representatives, who shall be an executive-
33 level individual with authority to settle disputes. Each of the parties may change the designation
34 of its Representative, but shall maintain at all times during the term of this Contract a designated
35 Representative and shall ensure that the other parties are notified of any change in the
36 designation of its Representative.

37
38 (B) Mediation. If the dispute has not been resolved within sixty (60) days after the first
39 meeting of the designated Representatives (or such longer period of time as may be mutually
40 agreed upon), any of the parties may refer the claim or controversy to non-binding mediation
41 conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to
42 the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written
43 mediation request to the other parties. In the event that such a request is made, the parties agree
44 to participate in the mediation process. The parties and the Mediator may join in the mediation
45 any other party necessary for a mutually-acceptable resolution of the dispute. Should the
46 Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor

1 Mediator. The mediation procedure shall be determined by the Mediator in consultation with the
2 parties. The fees and expenses of the Mediator shall be borne equally by the parties. Unless the
3 parties are satisfied with the result of the mediation, the mediation will not constitute a final and
4 binding resolution of the dispute. All communications within the scope of the mediation must
5 remain confidential as described in *Tex. Civ. Prac. and Rem Code* §154.073, unless the parties
6 agree, in writing, to waive the confidentiality.

7
8 **5. DEFAULT; REMEDIES; TERMINATION.**

9 (A) A party may terminate this Agreement if any other party defaults in its obligation and,
10 after receiving notice of the default and of the non-defaulting party's intent to terminate, fails to
11 cure the default no later than thirty(30) days after receipt of that notice.

12
13 (B) This Agreement will terminate on the later of: (i) thirty-one (31) days following the
14 Counties' receipt from the Authority of final written accountings under subsection 3(D), if the
15 Counties did not timely request an audit of the Trust Account under that subsection, or (ii) if
16 either County requests an audit under subsection 3(E), the date the Authority and that County
17 have resolved all disputes, if any, concerning the expenditure of funds paid by that County into
18 its Trust Account in accordance with the terms of this Agreement.

19
20 **6. MISCELLANEOUS.**

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

27
28 (B) Notice. All notices, demands or other requests, and other communications required or
29 permitted under this Agreement or which any party may desire to give, shall be in writing and
30 shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the
31 notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii)
32 or (ii) receipt of a facsimile or electronic mail transmission (the latter of scanned documents in
33 formats such as .pdf or .tif) for which confirmation of receipt by the other party has been
34 obtained by the sending party:

35
36 **AUTHORITY:** Wesley M. Burford, Director of Engineering
37 Central Texas Regional Mobility Authority
38 3300 N. IH-35, Suite 300
39 Austin, TX 78705
40 (512) 966-9784 (facsimile)
41 Email address: wburford@ctrma.org

42
43 **WITH COPY TO:** Andrew Martin, General Counsel
44 Central Texas Regional Mobility Authority
45 3300 N. IH-35, Suite 300
46 Austin, TX 78705

(512) 225-7788 (facsimile)
Email address: amartin@ctrma.org

HAYS COUNTY:

Mark Jones, Commissioner Precinct 2
P.O. Box 1180
5458 FM 2770
Kyle, TX 78640
(512) 268-1250 (facsimile)
Email address: mark.jones@co.hays.tx.us

WITH A COPY TO:

Mark Kennedy
General Counsel for Hays County
111 E. San Antonio, Suite 202
San Marcos, TX 78666
(512) _____ - _____ (facsimile)
Email address: mark.kennedy@co.hays.tx.us

TRAVIS COUNTY:

Steve Manilla, County Executive
Travis County Transportation and Natural Resources Department
700 Lavaca Street, Suite 700
Austin, TX 78767-1748
(512) 854-4697 (facsimile)
Email address: steven.manilla@co.travis.tx.us

WITH A COPY TO:

John Hille, Director, Transactions Division
Travis County Attorney's Office
314 West 11th Street, 5th floor
Austin, TX 78701
(512) 854-4808 (facsimile)
Email address: john.hille@co.travis.tx.us

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

(D) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the Parties with respect to said matter.

No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF HAYS COUNTY OR TRAVIS COUNTY HAS ANY AUTHORITY TO MODIFY THIS CONTRACT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR PURSUANT TO EXPRESS AUTHORITY

1 TO DO SO GRANTED BY THE COMMISSIONERS COURT OF HAYS COUNTY,
2 TEXAS, AND TRAVIS COUNTY, TEXAS, RESPECTIVELY.

3
4 (E) Modification; Waiver. No amendment of this Agreement will be effective unless it is in
5 writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply
6 with an obligation under this Agreement will be effective unless it is in writing and signed by the
7 party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other
8 condition or failure to comply with any other obligation.

9
10 (F) Effective Date. This Agreement will become effective when signed by Travis County,
11 Hays County, and the Authority. The date of this Agreement will be the date this Agreement is
12 signed by the last party to sign it, as indicated by the date associated with that party's signature.

13
14 (G) Counterparts. If the parties sign this Agreement in several counterparts, each will be
15 deemed an original but all counterparts together will constitute one instrument.

16
17 (H) Other Instruments. The parties shall execute other and further instruments and documents
18 as may become necessary or convenient to effectuate and carry out the purposes of this
19 Agreement.

20
21 (I) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this
22 Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not
23 impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be
24 confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or
25 ineffective.

26
27 **HAYS COUNTY:**

TRAVIS COUNTY:

28
29
30 _____
31 Bert Cobb, M.D.
32 Hays County Judge
33 Date: March ____, 2014

Samuel T. Biscoe
Travis County Judge
Date: March ____, 2014

34
35
36 **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:**

37
38
39 _____
40 Mike Heiligenstein
41 Executive Director
42 Date: March ____, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca St., Suite 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court
Travis R. Gatlin

FROM: Travis R. Gatlin, Assistant Budget Director

DATE: March 12, 2014

SUBJECT: Request for a Reimbursement Resolution for State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626

The Transportation and Natural Resources Department is requesting the approval of the Interlocal Cooperation Agreement between the Central Texas Regional Mobility Authority (CTRMA), Travis County and Hays County for the completion of State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626. The agreement calls for Travis County to pay \$2.5 million to CTRMA by June of 2014. Due to this timeline, a request for a reimbursement resolution is needed for the project, which is proposed to be funded with State Highway Bonds.

The attached reimbursement resolution for State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626 is the legal document prepared by the County Attorney's Office necessary to ensure that Travis County is able to reimburse itself once the proceeds from the proposed issuance of State Highway Bonds arrive in Fiscal Year 2015. 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 \$2,500,000 from the Allocated Reserve. The County Auditor's Office, in consultation with the County's Bond Counsel, has indicated that the reimbursement resolution will allow the County to reimburse the General Fund in Fiscal Year 2015 and is prepared to include the reimbursement in the Fiscal Year 2015 revenue estimate.

We recommend approval of the reimbursement resolution and related budget amendment so funding can be in place for the required June payment to CTRMA under the agreement. The remaining \$12.5 million payment to CTRMA required under the agreement will be paid in Fiscal Year 2015 after the County has secured the bond proceeds and will be addressed as a part of next year's budget/debt issuance process. Please let me know if you have any questions.

cc: John Hille, County Attorney's Office
Nicki Riley, County Auditor
Kathryn Madden, 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, 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 1479, Texas Government Code, as amended and other statutes; 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 March, 2014 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>
1. Design and Construction of State Highway Facility Road Improvements	\$ 2,500,000