



## Travis County Commissioners Court Agenda Request

**Meeting Date:** May 13, 2014

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

**Division Director/Manager:** Morgan Cotten, P.E.

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

**Sponsoring Court Member:** Commissioner Todd, Precinct Two

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to approve a Participation Agreement between Travis County and the Wells Branch Commercial Properties Owners Association for the design and construction of improvements to Tandem Boulevard in the Wells Branch Subdivision in northern Travis County, in Precinct Two.

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

Tandem Boulevard is a four-lane divided roadway located in northern Travis County, in Precinct Two. The road is bordered on the east by the local Hewlett Packard headquarters and on the west by an apartment complex and a senior living complex. This section of Tandem Boulevard is routinely used as an alternate route to access Mopac Expressway by numerous automobiles especially at high traffic times. The Wells Branch Commercial Properties Owners Association is representing this group and has petitioned Travis County for inclusion of Tandem Boulevard into the Travis County Unaccepted Substandard Road Program. They request to enter into a participation agreement with Travis County to improve the road to meet Travis County standards. TNR estimates the construction cost to improve the road to Travis County standards is \$600,000. The Wells Branch Commercial Properties Owners Association has agreed to contribute \$300,000 in cash. Hewlett Packard is the main contributor of funds and has led the effort of the local businesses to acquire the funds. The local group's cost sharing participation in the project is 50% of the estimated construction costs. Attached are a copy of the petition, the proposed participation agreement, and a location map of the project.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this participation agreement for the design and construction of improvements to Tandem Boulevard in the Wells Branch Subdivision in northern Travis County, in Precinct Two.

### **ISSUES AND OPPORTUNITIES:**

Tandem Boulevard is the sole access route for a 216 unit Senior Living complex and a 169 unit apartment complex in northern Travis County. Additionally, many

motorists use this road to bypass the intersection at Wells Branch Parkway and Mopac Expressway during peak traffic hours. This project provides the improvements necessary to bring Tandem Boulevard up to minimum county standards so that it can be accepted for county maintenance. The improvements involve reconstructing the road to bring it 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 overtopping the roadway; and appropriate signing and pavement markings. With the possible exception of slope, drainage, and sight distance easements, the project will be designed to be contained within existing dedicated right-of-way in order to minimize right-of-way acquisitions and maximize roadway improvements. The participants recognize that all required easement must be donated by the appropriate landowner.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Funding in the amount of \$1,654,279 for the improvement of substandard roads throughout Travis County was approved by Travis County voters in the 2011 Bond Election. TNR’s preliminary construction estimate of the cost of the improvements to Tandem Boulevard is \$600,000. The Wells Branch Commercial Properties Owners Association will provide \$300,000 in cash to help pay the costs of improving 1950 linear feet of roadway. TNR estimates it will cost an additional \$100,000 to design the improvements to the roadway. The project will require Travis County to spend approxiametly \$400,000 from the 2011 Bond Program budget. The funding for this project is on funds reservations 0300000872 and 0300000873. Fund 4074 has \$329,967.00 reserved and fund 4083 has \$70,033.00 reserved.

**ATTACHMENTS/EXHIBITS:**

- Participation Agreement
- Project Petition
- Location Map

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Morgan Cotten, P.E.	Director of Public Works	TNR	(512) 854-9434

CC:

Steve Sun, P.E.	Assistant Director of Public Works	TNR	(512) 854-4660
Isabelle Lopez	Financial	TNR	(512) 854-7675
Tawana Gardner	Financial	TNR	(512) 854-7679
Lee Turner, P.E.	Public Works	TNR	(512) 854-7598

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

## **WELLS BRANCH ASSOCIATION PARTICIPATION AGREEMENT FOR IMPROVEMENTS TO TANDEM BOULEVARD**

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Wells Branch Association, Inc., a Texas non-profit corporation (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 approximately 1950 feet of Tandem Boulevard from Wells Branch Parkway to Burnet Road as shown on Exhibit B (the "**Project**") accepted into the County maintained roadway transportation system;

WHEREAS, the Association desires to enter into this 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 County intends to perform certain roadway improvements to Tandem Boulevard to ensure it meets the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

WHEREAS, the County has determined that the Project meets the basic eligibility requirements set forth in Travis County Code Section 84.007 regarding the acceptance of substandard roads;

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 Tandem Boulevard Project.

- (a) The Project consists of reconstructing the existing roadway to meet all requirements of Travis County Code Chapter 84 (Unaccepted Substandard Roadway Specifications) and includes the following features ("**Project Design Features**"):

- (1) Two lanes of Tandem Boulevard beginning at its intersection with Wells Branch Parkway approximately 1950 linear feet to its intersection with Burnet Road, as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes:
  - (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 an asphalt pavement section no less than forty feet (40') wide from edge of pavement to edge of pavement, with two ten-foot-wide travel lanes in each direction;
- (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, storm drain, and 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 relocations or adjustments.
- (8) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, the Association and the County Executive of the 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 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 project design and construction documents. 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 investigations, 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 investigations;
  - (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 the 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 30 working days after completion of the construction of the Project; and
  - (14) any other service or 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 M. Manilla, P.E. (or successor), County Executive,  
Transportation and Natural Resources Department

Association: Kim Todd, CMCA (or successor)

- (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 the Project requirements and help the County in meeting payment obligations, the Association agrees to provide to the County a cash contribution of \$300,000 to be used by the County at its discretion to complete the Project. The County agrees that the Association's cash contribution is estimated to be

50% of the construction costs of the Project and will not exceed \$300,000 unless the Parties agree in writing to exceed this amount. The Association shall tender the cash contribution amount of \$300,000 to the County within 30 days after receiving a written request from the County.

- (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 30 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 Project 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 Project.
- (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 thirty (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 the 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 or, at its sole discretion, perform the work with County forces.
- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds \$600,000 (the "Agreed Limit") for construction of the Project, the County may reject all bids as excessive and solicit bids a second time. 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 reduce the scope of the Project, or the 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 the 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 reduce the Project scope or 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 work 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, and
  - (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 Executive of the Transportation and Natural Resources Department or his designee will:
  - (1) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the Project on to the County maintained roadway system, and
  - (2) request that the County Commissioners Court 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 January 15, 2015 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the County Executive of the 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 June 1, 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 said one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within said 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.
- (f) Notwithstanding any provision to the contrary, if the County Executive determines that the construction costs for the Project will exceed \$600,000, the County Executive can terminate this Agreement by providing 30 days' written notice to the Association and have no obligation to complete the Project if:
  - (1) the Association does not agree, within 30 days after receiving notice from the County Executive, to increase its cash contribution by 50% of the increased construction costs; and
  - (2) the County Commissioners Court does not encumber funding for at least 50% of the increased construction costs.

**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. 291.388

Association: Kim Todd, CMCA (or successor)  
Alliance Association Management, Inc.  
2300 Greenhill Bldg. 10 STE 1010  
Round Rock, Texas 78664

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 County-designated 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 Party 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. Venue for any dispute arising out of this Agreement will lie in the appropriate 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 Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a 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.

*[Signatures on following page]*

**TRAVIS COUNTY, TEXAS:**

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge

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

**WELLS BRANCH ASSOCIATION, INC.:**

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

Name: Kim Todd

Title: Proxy Manager

Date: 4/28/2014

## EXHIBIT A

**PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT  
FOR THE INCLUSION OF TANDEM BOULEVARD  
IN THE TRAVIS COUNTY  
UNACCEPTED SUBSTANDARD ROAD PROGRAM**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**TO THE COMMISSIONERS COURT OF TRAVIS COUNTY:**

On behalf of the owners of the property abutting the right-of-way of Tandem Boulevard, an existing road which has been dedicated to the public by Wells Branch Phase A Section 12 plat (the "Road"), the Wells Branch Association, Inc., a Texas non-profit corporation that represents these property owners (the "Association"), hereby petitions the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program.

The property owners understand and agree that:

- (1) the Travis County Unaccepted Substandard Road Program (the "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 property owners must sign all easement and/or right-of-way dedication documents and return the documents to the Travis County Transportation and Natural Resources Department ("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;
- (7) any and all significant private improvements must be removed from the existing or proposed right-of-way to the satisfaction of the TNR County Executive at the sole cost and expense of the owner of the private improvement and at no expense to the County;
- (8) the property 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 Code, or otherwise by agreement of the Commissioners Court; and

- (9) the Road will be prioritized within the Program on the basis of:
- (1) the percent of costs 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.

The property owners propose to cost-participate by a direct payment to the County of \$300,000.00, which is estimated to be 50% of the construction costs for improvements to the Road.

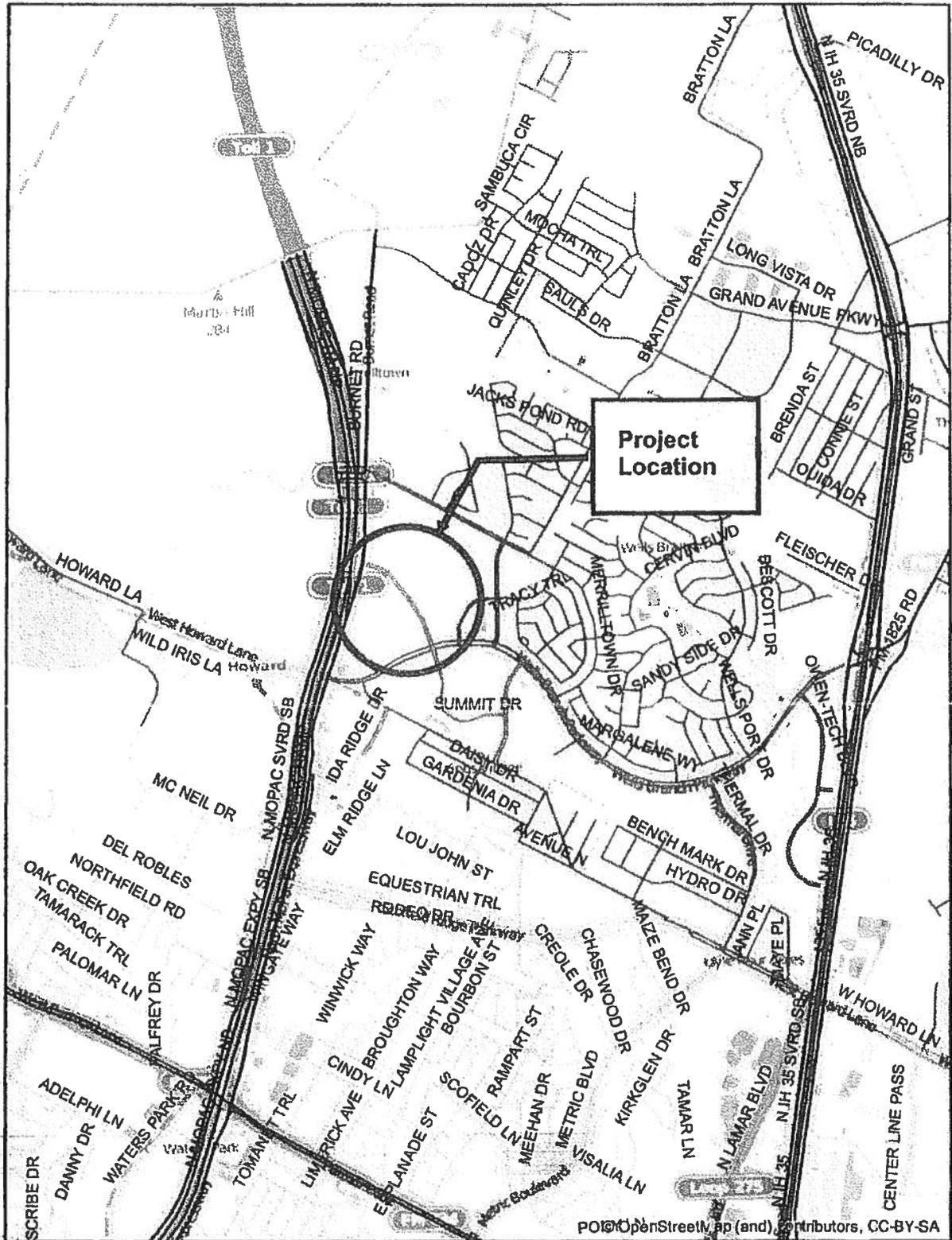
SUBMITTED TO THE COMMISSIONERS COURT BY THE WELLS BRANCH ASSOCIATION, INC. ON BEHALF OF OWNERS OF LAND ABUTTING THE ROAD AND EXECUTED ON THE DATE INDICATED BELOW.

**WELLS BRANCH ASSOCIATION, INC.**

By:   
Name: Kim Toon  
Title: Property Manager  
Date: 4/28/2014

## EXHIBIT B

# Tandem Boulevard Location Map



## EXHIBIT C

### Computation of Wells Branch 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 Tandem Boulevard project (\$600,000) and the Association's pro rata financial share of the project (50%):

Association's Not-to-Exceed Cost = \$600,000 x (Association's pro rata share of the project 50%) = \$300,000

Upon completion of the construction of the Tandem Boulevard project, the actual 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 \$300,000, the difference shall be released to the Association.

The formula for calculating the Association's actual pro rata cost is as follows:

Actual 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.

# Tandem Boulevard Location Map

