

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 13-067

**APPROVING AN AGREEMENT WITH TRAVIS COUNTY RELATING TO DESIGN
AND CONSTRUCTION OF A 1.9 MILE ROADWAY FROM SH 71 SOUTH TO
PEARCE LANE.**

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, 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, under the Interlocal Cooperation Act, Chapter 791, Government Code, and Chapters 222 and 370, Transportation 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, on October 1, 2013, the Travis County Commissioners Court enacted a resolution requesting and authorizing negotiation of an interlocal agreement with the Mobility Authority for construction, at Travis County’s cost, of a new road extending approximately 1.9 miles south from SH 71 to Pearce Lane (the “Southeast Travis County Road Project”); and

WHEREAS, the Executive Director recommends that the Board authorize negotiation and execution of appropriate agreements with Travis County to combine the efforts and resources of the Mobility Authority and Travis County to develop the Southeast Travis County Road Project, in accordance with the term sheet attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized and directed to negotiate one or more agreements with the appropriate officials at Travis County under which the Mobility Authority will develop the Southeast Travis County Road Project and Travis County will provide the funding and other resources necessary to pay project development costs incurred by the Mobility Authority; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute one or more agreements that are necessary or desirable to implement the terms included in Exhibit 1, including other terms and conditions the Executive Director determines are in the best interest of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-067
Date Passed: 10/30/13

Exhibit 1

Material Terms for Development of SE Travis County Road Project

The following is a general description of terms and provisions to be included in an interlocal agreement between the Central Texas Regional Mobility Authority (“Authority”) and Travis County (“County”).

The Authority and the County will enter into an interlocal agreement under the Interlocal Cooperation Act, Chapter 791, Government Code, and related exhibits and documents (collectively referred to herein as the “ILA”). The ILA will establish and detail the respective obligations of the County and the Authority with respect to the design and construction of an approximate 1.9 mile 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 from SH 71 to Pearce Lane, as approved by motion of the Travis County Commissioners Court on September 24, 2013 (the “Project”).

The ILA will establish and detail the following:

1. County will pay or reimburse all expenses incurred by the Authority relating to the design and development of this project, including expenses incurred prior to execution of the ILA or a decision to not proceed with the Project under an ILA with the Authority.
2. Authority and County will jointly develop a Project budget and cash flow projection (the “Budget”). The Budget will include the following costs:
 - a) preliminary engineering;
 - b) capital costs (design and construction);
 - c) engineering oversight (including design reviews, construction management, materials testing, inspection);
 - d) legal, administrative, and other fees and expenses related to the ILA, procurement, and Project development and oversight;
 - e) ROW and easement acquisition, if required;
 - f) environmental approvals, if required;
 - g) utility relocations;
 - h) contingencies; and
 - i) all other costs necessary to complete the Project.
3. County will sell certificates of obligation in March, 2014, in an amount sufficient to provide all funds needed to pay 100% of the Project costs identified by the Budget. The County may pay a portion of the Project costs using funds available from other sources, including funds provided to the County by third parties other than the Authority.
4. Funds identified in the Budget will be deposited by the County into an escrow/trust account held, administered, and disbursed by the Authority, subject to the terms and conditions of the ILA and an escrow or trust account agreement. This account will be used by the Authority to directly pay Project expenses and to reimburse the Authority for any Project expense it may elect to advance. No later than seven days after the ILA and escrow/trust agreement are signed, County will deposit funds into

the escrow/trust account in an amount sufficient to pay estimated Project expenses through April 1, 2014, with the balance of funds needed to pay all Project costs to be deposited when funds are available from issuing the County's certificates of obligation.

5. County will timely acquire and make available all right-of-way, licenses, easements of any nature and duration, and rights of possession needed to complete the Project. County will obtain any additional ROW and environmental approvals resulting from design changes or betterments to the Project that it requests.
6. Authority will develop and construct the Project on an expedited timetable in accordance with the Budget using resources and procurement methods available to and as determined by the Authority.
7. The Project will be designed pursuant to applicable and agreed criteria, with review and approval by the County of the 30% and 90% design plans.
8. County reviews and approvals will be subject to an agreed time deadline for a response, with County approval deemed to have been given if a response is not provided by the deadline.
9. County and Authority will establish deadlines for substantial completion and final acceptance, and for liquidated damages to be assessed against the Authority's construction contractor for failing to meet a deadline when the delay is not attributable to the Authority, the County, or a force majeure event.
10. Authority will oversee construction, construction management, materials testing, and inspections as needed to administer the Project through acceptance of the Project by the County upon its substantial completion.
11. County will have the right to approve any discretionary change order that would increase the cost of the Project or delay a completion date.
12. The ILA will include other mutually agreeable terms and conditions consistent with this term sheet as the County and Authority agree are necessary or desirable to establish the parties' respective obligations and undertakings.