



City of Austin

Law Department

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512.974.2346

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December 12, 2007

Chris Gilmore
Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767



RE: City of Austin Travis County Interlocal Agreements for the following Projects:
Tuscany Way, Barton Creek Boulevard, Wells Branch Parkway and Heatherwilde Boulevard,
Decker Lake Road and Braker Lane

Transmittal Letter

Dear Chris:

Enclosed please find a set of original Interlocal Agreements for the above-referenced Projects, which you requested be returned to your attention. Please contact me with nay comments or questions and thank you for your cooperation in this matter.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Gordon Bowman".
Gordon Bowman
Assistant City Attorney

cc: Joe Ramos, Public Works
Sam Angoori, Public Works
Bill Gardner, Public Works
David Taylor, Public Works (set of originals) ✓

BRAKER

US 10-30-07

Item

20

Travis County Commissioners Court Agenda Request

Voting Session October 30, 2007

Work Session

- I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434
- B. Requested Text:
Consider and take appropriate action on request to approve an Interlocal Cooperation Agreement with the City of Austin for the Braker Lane 2005 Bond project (US 290 at Harris Branch Parkway to SH 130 at Parmer Lane), in Precinct 1
- C. Approved by: Ron Davis, Commissioner Precinct 1
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- III. Required Authorizations: Please check if applicable:
- Planning and Budget Office (473-9106)
Additional funding for any department or for any purpose
- X Transfer of existing funds within or between any budget line item
- Grant
- Human Resources Department (473-9165):
A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

US 10-30-07 Dan 20



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

October 23, 2007

MEMORANDUM

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Interlocal Cooperation Agreement with City of Austin for Braker Lane Public-Private Project

Proposed Motion:

Consider and take appropriate action on request to approve an Interlocal Cooperation Agreement with the City of Austin for the Braker Lane 2005 Bond project (US 290 at Harris Branch Parkway to SH 130 at Parmer Lane), in Precinct 1

Summary and Staff Recommendations:

The Braker Lane improvement project was initiated when the County included it as a Tier 1 public-private partnership project in the 2005 Bond referendum. Upon approval of the bond referendum the County and the Developer were required to enter into a Participation Agreement before December 31, 2006 and it was accomplished on December 19, 2006. The basic terms of the Participation Agreement are that the Developer donates all right-of-way within its control and shares the engineering and construction costs for the roadway sections to be constructed within its property. Prior to the bond referendum the City of Austin indicated willingness to pay 1/3 of the construction costs. As such, the County budgeted for 33% of the construction cost and 50% of the engineering costs. Subsequently, legal staff of the City and County has developed the attached Interlocal Cooperation Agreement. The Interlocal Agreement is to be presented to the City Council at a December 2007 meeting.

TNR recommends approval of the Interlocal Cooperation Agreement.

FILED
OCT 23 2007
CLERK
COUNTY OF TRAVIS
TEXAS

Budgetary and Fiscal Impacts:

The 2005 Bond program, the Participation Agreement with the developer, and this Interlocal Agreement with the City of Austin will provide engineering, right-of-way, and construction funds for the project. The estimated construction cost for the project is approximately \$8,000,000 of which the City will provide \$2,670,000 for construction costs; the Developer will provide 50% of design costs and 33% of construction costs for that portion of the roadway that crosses its property; and, the County will provide the remainder. The County's current cash flow for this project provided \$700,000 of initial construction funds in March 2007 and will provide an additional \$3,400,000 in March 2008. Under the terms of the Participation Agreement all costs attributable to the County are contingent upon the availability of County funds. City staff has indicated that their funds are currently available. The Developer will be required to post fiscal security for its share of the construction costs prior to awarding the construction contract.

Issues and Opportunities

The area served by the Braker Lane, Parmer Lane, Decker Lake Road, and Braker Lane (Tier II) 2005 bond projects is in the City of Austin Desired Development Zone. These projects will provide transportation infrastructure needed to move traffic through the region as the Wildhorse Ranch PUD, Indian Hills, Whisper Valley, and other developments evolve, generating thousands of vehicle trips per day.

The Interlocal Cooperation Agreement supplements the previously approved Developer Participation Agreement by providing City funds for 33% of construction costs. The City retains approval authority over the expenditure of their funds and may inspect the construction as it progresses prior to approving invoices and change orders.

This project consists of constructing approximately 9000' of 4-lane roadway in five phases from US290 at Harris Branch Parkway south to SH130 at the Blue Bluff Road (future Parmer Lane) interchange. The Participation Agreement provides for design and construction of three of the five phases. It is in the 2030 CAMPO plan where it is planned to be a 4-lane arterial roadway. Completion of the roadway under the terms of the Participation Agreement is consistent with the CAMPO plan.

As proposed in the Participation Agreement the project is divided into multiple phases and the first construction contract is to be awarded in the summer of 2009. The completion of the Developer's portion of the project is contingent upon the Developer obtaining Capital Metro approval for a grade-separated railroad crossing which will likely be approved because this is Cap Metro's preferred design. The construction of the partnership portion of the project is expected to take up to two and one-half years to complete once it gets started. All work under the Participation Agreement is to be completed and accepted by the County by September 1, 2011.

Approximately 4000' of the 9000' alignment is located on property not owned or controlled by the developers. The July 2005 partnership guidelines adopted by the court state that the Developer will be responsible for dedicating right-of-way and sharing the costs of construction for sections of the roadway that cross property owned or controlled by the Developer. The County bond project budget was largely based upon the County being able to cost share one-third of the construction cost of this

project and relied upon developers donating most of the right-of-way. If the County can not partner with private parties for the full length of the project there may not be adequate funds to complete the originally planned four-lane roadway. Under these circumstances TNR may utilize available funding to complete at least two lanes of the roadway for the length of the project that is not included in Participation Agreements.

The project is to provide a four-lane roadway from the US290E intersection with Harris Branch Parkway to the SH 130 interchange with Parmer Lane. TxDot is planning to provide an interchange at Harris Branch Parkway when their US290E toll road project is constructed. TxDot obtained approval to construct US290E as a toll road on October 8, 2007. While awaiting this approval they have been developing a design for realigning a 4000' section of FM3177 to make it intersect with US290E at the Harris Branch interchange. Such realignment will provide a safer, more direct, and still fully state-maintained route from US290 to the County Exposition Center and points south. If the realignment of Decker Lane is completed Braker Lane will "T" into Decker Lane approximately 1500' south of US 290. TxDot will pay for designing and constructing the realignment if the County will obtain the right-of-way. To do this the County will need to acquire 3.7 more acres of right-of-way than it would have if it made a direct connection to Harris Branch Parkway. However, under these circumstances the County's project will terminate at the realigned FM3177 instead of US 290, resulting in County construction cost savings that will more than offset the higher right-of-way cost. TxDot will ask the County to assume responsibility for the existing 4000' long section of FM3177 after the realignment has been completed. This existing section of state highway is in very good condition and will not create an extraordinary burden on Travis County road maintenance programs. TxDot also indicates that for safety and operation reasons no interchange will be provided at the existing Decker Lane (FM3177)/US290E intersection.

Residents of the Harris Branch subdivision have indicated opposition to changes that will put more traffic onto Harris Branch Parkway north of US290, an area within Austin's city limits. Harris Branch Parkway is currently a four-lane divided arterial and in the CAMPO 2030 Plan and 2025 Austin Metropolitan Area Transportation Plan it is shown to ultimately be expanded to six lanes. TNR staff has met with HOA representatives and they are most concerned that the additional traffic and the future widening will increase the risk of pedestrian-vehicle accidents, particularly since there is an elementary school located on the west side of Harris Branch Parkway and the subdivision is on the east side. They also are concerned that the current condition of the pavement on Harris Branch Parkway is not adequate to accommodate additional traffic. The pavement is comprised of concrete rather than asphalt and heaving in areas has caused poor rideability. They are also concerned about additional traffic noise. TNR staff discussed the HOA's concerns with City staff who indicated that they would investigate a variety of methods for ensuring a safe crossing at the school, which they do routinely at school crossings. They also indicated that they have no funds at this time to reconstruct Harris Branch Parkway but they will submit it for a future bond referendum. The traffic noise issue may be able to be mitigated through the future pavement rehabilitation. Also, it is anticipated that the future construction of Arterial 'A' between US290 and Parmer Lane will help to reduce the amount of traffic on Harris Branch Parkway. The HOA is also opposed to the realignment of FM3177, discussed above. Indications are that TxDot will present their realignment project at a public meeting early next year.

Under the terms of the Developer Participation Agreement the Developer will take the lead on administering the engineering and construction contracts for the segments of the project that they control. When bidding of the construction contract occurs the Developer will be required to use a competitive process and include the County's HUB goals in the bidding documents. The Developer will award and enter into the construction contract and be responsible for quality control/quality assurance throughout the construction process. The County and City will reimburse the Developer for their share of the costs for work completed by the Developer to the City's and County's satisfaction.

City and County legal staff have prepared the attached Interlocal Agreement. It is expected to be placed on a December 2007 City Council Agenda.

Required Authorizations:

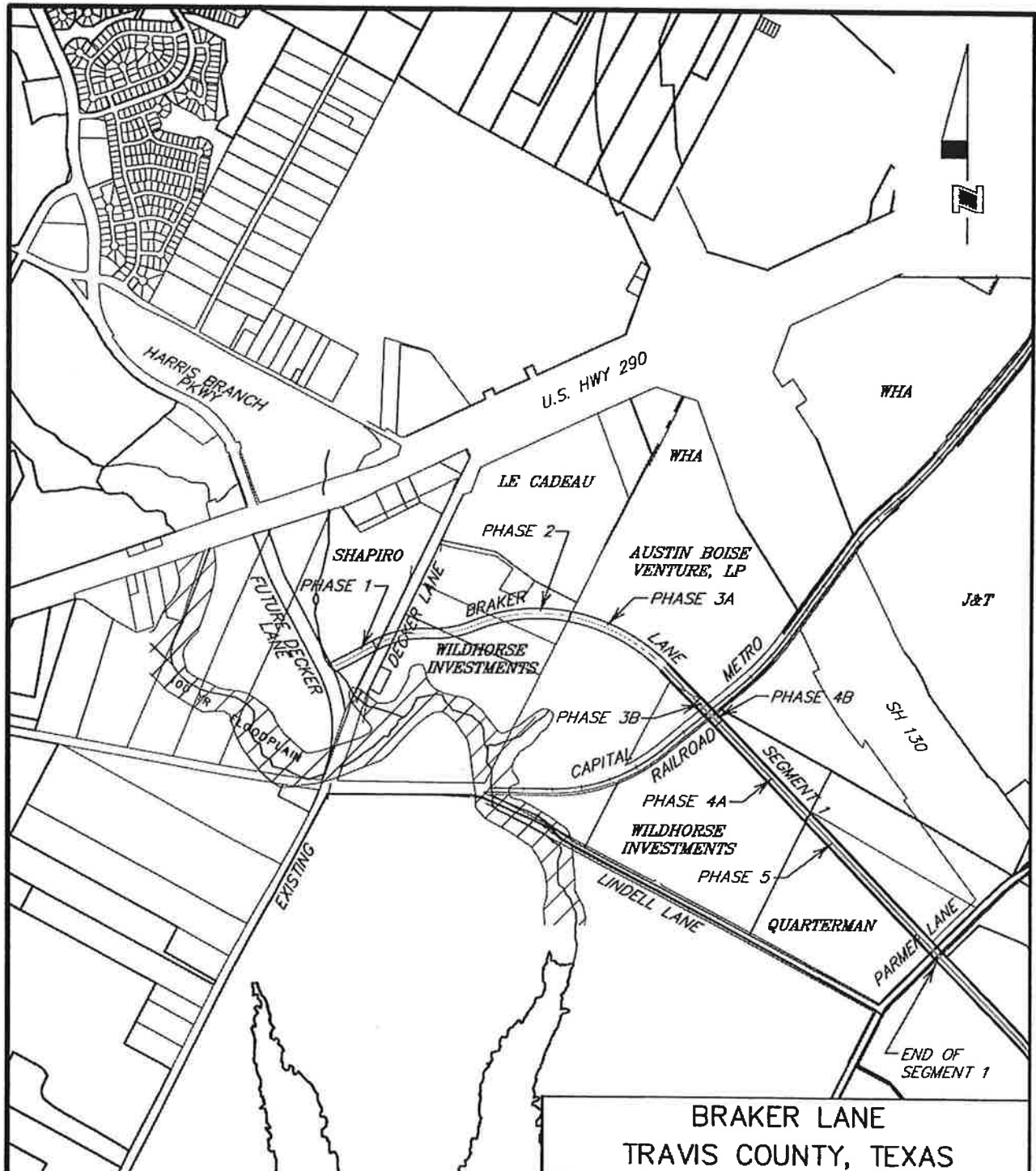
Assistant County Attorney: Christopher Gilmore

Attachment:

Vicinity Map

Typical Section

City of Austin Interlocal Cooperation Agreement



NOTE:

PHASING SHOWN FOR IDENTIFICATION ONLY.

BRAKER LANE TRAVIS COUNTY, TEXAS

EXHIBIT A

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

805 Las Cimas Parkway, Suite 230 Austin, Texas 78746-5493 (512) 441-9493

Exhibit: A

Job No. A155-003

Date: 12-6-06

BRAKER LANE EXTENSION
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY

FILED
2010-11-1 PM 2:20
CLERK OF COURTS
TRAVIS COUNTY, TEXAS

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the County has entered into that certain Braker Lane Participation Agreement with Austin Boise Ventures, LP, Wildhorse Investments, Ltd., and J&T Development Group ("Developers") for the construction of and cost participation in the extension of a section of Braker Lane as a four lane arterial within right-of-way dedicated by Developer and/or as subsequently acquired (the "Project"); and

WHEREAS, the Project is located within and adjacent to the limited purposes City limits within the State Highway 130 development corridor; and

WHEREAS, a portion of the Project is located within the Limited Purpose Annexation Area of the City and is the subject to that certain Ordinance No. 020214-43 and the incorporated Regulatory Plan dated effective on February 25, 2002; and

WHEREAS, the Project forms a connecting link in the future transportation infrastructure of the City and provides for interconnectivity to other arterial highways and State Highway 130; and

WHEREAS, the Project will accommodate traffic into and out of the present and future full purpose limits of the City in excess of the traffic created by the adjacent private development, and

WHEREAS, the Project, which is generally described and depicted in attached Exhibit "A", may be developed in multiple phases, and

WHEREAS, premises considered, the City desires to participate in the cost of the development and construction of the Project; and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein. In doing so, the County will be responsible for the management of the Braker Lane Participation Agreement, which has been approved by the County and the Developers.
- (b) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County's Director") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County's Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.
- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.
- (e) The Project may be constructed pursuant to Section 232.105, Local Government Code and Sections 791.001, Government Code.

2. Project Development.

- (a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) acceptance of the completed work.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), as amended by Ordinance No. 020214-43 and the incorporated Regulatory Plan dated effective February 25, 2002, unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.
- (c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and the County will have the County and the City named as an additional insured with respect to such general liability and automobile liability coverage.
- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.
- (e) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.
- (f) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.

- (g) The County shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. If the Developer solicits the bids, bids from at least three (3) reputable contractors will be solicited. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and the City shall respond within seven (7) working days. Upon written agreement of the City, the County will approve a firm unit-price or lump sum contract for the construction of the Project with the successful bidder.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:

- (a) four (4) sets of the plans and specifications for the construction of the Project at appropriate intervals for the City's review and approval;
- (b) written responses to the City's initial plan review comments within fourteen (14) working days of receipt from the City;
- (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) written notice of the bid tabs for the Project;
- (e) written copy of all contracts affecting the Project, including accompanying information regarding compliance with the County's minority and women owned business policy;
- (f) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt and accompanying information regarding compliance with the County's minority and women owned business policy;
- (g) executed change orders, jointly approved by the City and the County, related to the Project;

- (h) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women owned business policy;
- (i) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager for review and approval; and
- (h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project which is located within the County, and furnish the City a copy of the record drawings of the Project for the City's records.

5. Management Duties of the City. The City hereby covenants and agrees to:

- (a) review and approve the submitted plans and specifications by providing any initial comments within fourteen (14) working days of submittal, review and approve the County's responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
- (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (c) review any change order proposal for the Project and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;
- (d) at the option of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers, and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed Project with the County; the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;
- (e) coordinate with the City and County Project Managers, as reasonable and necessary;

- (f) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
 - (g) review and jointly approve the construction contractor's application for final payment;
 - (h) attend meetings at the request of the County's Project Manager; and
 - (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Project, which is located within the City.
6. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County and the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project.
7. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.
8. Financial Obligations.
- (a) The Developer shall initially pay for engineering services and deliverables and project management and be reimbursed by the County as provided in the Developer Agreement.
 - (b) The Developer will initially pay all costs of construction of the Project, including construction, surveying, inspection, testing, and the cost of any change orders made necessary by field changes to address unanticipated conditions. The County will reimburse the Developer one third (1/3) of those costs with funds the City deposits with the County under this Agreement, not to exceed the amount of \$2,670,000.00, unless otherwise approved by the City, and one third (1/3) of those costs with the County's own funds.
 - (c) The City shall deposit \$2,670,000.00 into an escrow account with Travis County within 30 calendar days of notification to the City by the County

of the successful bidder and the bid amount, unless otherwise agreed to by the City and the County in writing.

- (d) The County shall obtain the written approval of the City for all change orders prior to the County issuing the approved change order to the Developer and/or contractor, such approval not to be unreasonably withheld or delayed. The City's Project Manager shall meet with the County's Project Manager to review the contractor's progress reports and invoices for the Project before approval by the County.
- (d) The City agrees to pay all liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order within ninety (90) days of the date of submittal by the County.
- (e) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above, and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.
- (f) The Parties agree to and shall provide their respective shares for the development of the Project on a timely basis in order to meet the Project schedule. If required under this Agreement, the City shall deposit any additional City funds due within ninety (90) days of receipt of invoice by the County, such invoice to be accompanied by the change order request from the construction contractor, which has been recommended for approval by the County's and the City's Project Manager.
- (g) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within 30 calendar days after the completion of the Project. The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.

- (h) The County Treasurer shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications.
- (i) The City acknowledges that, in connection with the execution of this Agreement, it has received the analyses and recommendations required by City of Austin Ordinance No. 000824-22 establishing covenants regarding the general obligation bonds authorized under Proposition No. 1 on November 7, 2000. The City may reimburse itself for its costs incurred under this Agreement from any district assessments or taxes allocated to the payment of such costs at such time a special district is created in the area of the project and the district establishes such an assessment or tax.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Sondra Creighton, Director
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Joe Gieselman
Executive Manager, TNR
P. O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

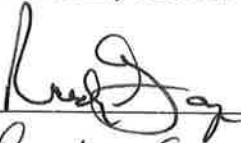
(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.

(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

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

(h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

CITY OF AUSTIN, TEXAS

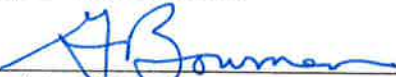
By: 

Name: Rudy Garza

Title: Asst. City Manager
Authorized Representative

Date: 12-11-07

Approved as to Form:

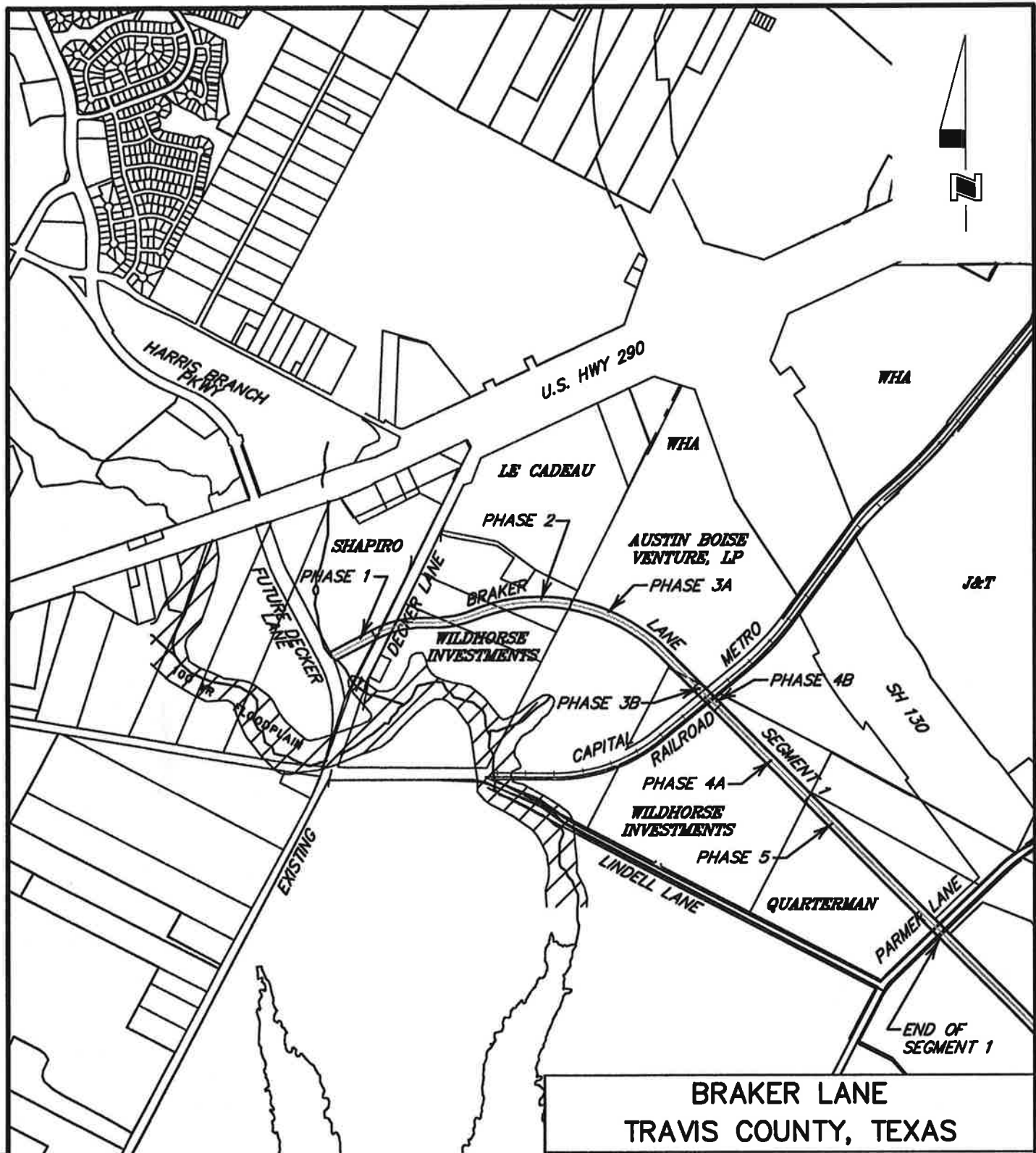


Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Samuel T. Biscoe, County Judge

Date: 12-5-07
(CC-10-30-07)



NOTE:

PHASING SHOWN FOR IDENTIFICATION ONLY.

BRAKER LANE TRAVIS COUNTY, TEXAS

EXHIBIT A

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

805 Las Cimas Parkway, Suite 230 Austin, Texas 78746-5493 (512) 441-9493

Exhibit: A

Job No. A155-003

Date: 12-6-06

114' R.O.W.

Diagram illustrating the cross-section of a 114' Right-of-Way (R.O.W.) showing the layout of a median, travel lanes, shoulders, and various curbs and gutters.

The diagram is divided into two symmetrical halves by a central 21' MEDIAN. The components and dimensions are as follows:

- Median:** 21' MEDIAN (center section).
- Travel Lanes:** Two 12' lanes on each side of the median.
- Shoulders:** Two 6' shoulders on the outer edges.
- Curbs and Gutters:**
 - STANDARD SPILL CURB (inner curb adjacent to the median).
 - STANDARD CURB AND GUTTER (outer curb adjacent to the shoulder).
- Other Features:**
 - BIKE PATH (located between the standard curb and gutter and the shoulder).
 - SOGBULK (located on the outer shoulder).
 - NATURAL GROUND (indicated at the top and bottom edges of the diagram).

NOT TO SCALE