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Travis County Commissioners Court Agenda Request

Voting Session: May 13, 2008
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action to Approve a Request from Travis County Health and Human Services and Veterans Service to use Parenting in Recovery Grant Money to Send Staff from Partner Agencies to Conference in Washington, D.C.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

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 (854-9106)

- Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item budget
 Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with 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.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: May 5, 2008
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Travel for Parenting in Recovery grant partners

Proposed Motion:

Consider and take appropriate action to approve a request from Travis County Health and Human Services and Veterans Service to use Parenting in Recovery grant money to send staff from partner agencies to a conference in Washington, D.C.

Summary and Staff Recommendations:

TCHHSVS serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Mental Health and Mental Retardation, and WorkSource.

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together in the community while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

There is money in the grant to pay for staff from Travis County and from the partner agencies to attend a grant conference in Washington, D.C. TCHHSVS is requesting permission to pay for this travel directly as opposed to drafting a contract with each

partner to cover this cost. In addition to four Travis County staff, there will be two from Austin Recovery, two from Foundation Communities, and two from Child Protective Services attending the conference.

TCHHSVS has consulted with the Travis County Auditor and believes this is the most efficient way to pay the travel costs of partner agencies. This request is related to the grant budget modifications proposed in a separate agenda item.

Budgetary and Fiscal Impact:

The cost for travel, meals and lodging for this conference is approximately \$1,500 per person.

Issues and Opportunities:

Attending the conference will allow staff from Travis County and the partner agencies to develop core knowledge of the population being served by the grant as well as better understand individual roles and responsibilities.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
DeDe Bell, Senior Financial Analyst, Travis County Auditor's Office
Ken Elliott, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERAN SERVICES
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

MEMORANDUM

DATE: May 5, 2008

TO: Members of the Commissioners Court

FROM: _____
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

Proposed Motion:

Consider and Take Appropriate Action on Health and Human Services & Veterans Service on Request to Engage in a Comprehensive Community HIV/AIDS Planning Process to address the disparate impact that our minority residents are experiencing in regard to HIV/AIDS.

Summary and Staff Recommendations:

Staff recommends the use of funds that were authorized in the FY08 Budget Markup Session on 9.6.07, and set aside in the HHS&VS Departmental FY08 Budget as an operating expenditure line item, to hire Jennifer L. Conroy, Dr.P.H., M.P.H. as a temporary employee and to pay for costs associated with the comprehensive planning process such as staff's attendance to local and national Conferences as well as any office materials or incidental expenses associated with meetings and interview processes.

Dr. Conroy is uniquely positioned to lead this effort. She is already actively working with our partner in this collaborative effort—the Austin Travis County Health and Human

Services Department— and is a resident of Travis County. The following highlights of Dr. Conroy's experience further supports our recommendation:

- **Coalition and Capacity Building.** Dr. Conroy has extensive experience networking with and providing leadership among community collaboratives— in Travis County as well as in other localities. Through this work, she has built workgroups around health issues, facilitated capacity building trainings, developed systems-level collaborative solutions to address community-wide health problems, and provided agency- and community-level consultation for disease prevention and management strategy.
- **Health Promotion Program Development, Monitoring and Evaluation.** Dr. Conroy also has extensive hands-on experience developing, implementing, evaluating and disseminating evidence-based health promotion programs (including cancer prevention, smoking cessation, physical activity and nutrition, reproductive health, school-based health promotion, violence prevention, and disease management).
- **Public Health Methodology.** Dr. Conroy has acquired comprehensive training in health promotion theory, program planning and implementation methodology, epidemiology, statistical analysis, study design, measurement and both qualitative and quantitative evaluation methods.
- **Leadership and Management.** Dr. Conroy has program management experience including hiring and supervision of paid and volunteer staff, allocation of resources, multi-million dollar budget management, professional development coordination and training, team-building and leadership.
- **Writing and Communication.** Dr. Conroy has exceptional and extensive technical, academic, creative, report, media and grant-writing skills.
- **Diverse Populations, Language, Culture.** We are very pleased to inform the Court that Dr. Conroy is fluently bilingual (English-Spanish). Additionally, she has expertise working with and developing programs on a variety of health issues across multiple professional settings for multi-ethnic, multi-lingual populations. These include, but are not limited to, inner-city children, adolescents, young adults, low-income families, and patient populations. She also has experience working and living both in the US and in Latin America.

Dr. Conroy's Key Interest Areas are: Systems change for broad reaching and sustainable impact, adolescents and school-based programming, lifestyle change (physical activity, nutrition, tobacco, violence, reproductive health) and disease management (diabetes, asthma, obesity, mental health).

Dr. Conroy's expertise and abilities work strongly in her favor as well as the fact that she is a resident of Travis County; and, therefore, has a greater stake in the outcome of the community engagement, and, in the outcome of the planning process in regard to HIV and AIDS.

Budgetary and Fiscal Impact:

Staff respectfully requests to use a portion of the one-time award for the HIV/AIDS initiative of \$134,670 currently budgeted in account number 001-5891-611-6290 (Social Service Contract Agency Account).

Funding for a Temp Slot: \$ 19,975 (Salary and Benefits)

Account(s) 001-5871-611-0801, 2002, 2006 and 2007

24768 - Admin Svcs Div Dir

Hourly \$42.00

Start 5/15/08

Operational funding in the amount of \$4,002

Account (s) 001-5871-611-3001, 4202, 6503 and 6504

Detailed budget breakout by specific account number is attached.

If the Court approves the proposed plan, the Department will work with PBO to move the approved funding to the correct line items to implement the plan. Since some of the funds will be used as temporary employee funding, we will need to move the temporary salaries and associated benefits to the correct line items.

Issues and Opportunities:

Staff of the Travis County Health and Human Services & Veterans Service Department advise the Court to Consider and Approve the following Project Scope, Methods and Deliverables recommended by Dr. Jennifer Conroy in order to arrive at an HIV/AIDS Comprehensive Community Plan.

Overall Purpose for the County: To lay the groundwork for the issuance of a Request for Services (RFS) to be issued in the fall of 2008 for the dissemination of funds allocated by the Travis County Commissioners Court for Social Service Contracts intended to assist residents infected and affected by HIV/AIDS.

Project Scope and Methods: Several methods will be used to review the service delivery system that is currently in place. The goal of this review is to identify gaps and possible strategies to address the disproportionate impact of HIV/AIDS in Travis County on certain priority communities. The aforementioned delivery system is inclusive of the entire spectrum of disease prevention to disease management. The strategies employed will cover topics that include disease prevention and management, and it will include the following:

1. Review of literature on best practices in the prevention of HIV transmission among those both previously infected and not infected with HIV, including hard-to-reach populations. (Note: will also include review of rapid HIV testing recommendations.)
2. Review of the 2005 Austin Area Comprehensive Needs Assessment as background for the development of strategy recommendations.
3. Conduct an environmental scan of strategies used in other major metropolitan areas with demographics similar to Austin, including possible travel to cities in Texas, California and/or Florida to attend critical community strategy meetings and/or interviews of key opinion leaders and strategy makers in those areas.
4. Attend select local planning meetings such as the HIV Planning Council meetings, the Department of State Health Services HIV/AIDS conference, or other local coalition meetings.
5. Develop a protocol and conduct interviews with key stakeholders working in HIV/AIDS prevention to:
 - Identify current practices in HIV/AIDS prevention including populations targeted and strategies implemented;
 - Record the breadth of perspectives on preferred investment strategies;
 - To the extent possible, identify current funding sources and investments being made by each of the participating stakeholders for community-wide alignment of funding; and
 - Engage opinion leaders in discussion facilitated by an agent external to existing processes to gain a fresh and inclusive perspective on the broad context of HIV/AIDS prevention.
6. Use the Socio-ecological Model and best-practice research as a framework for analyses of existing strategy and community stakeholder investments in terms of cost, reach, sustainability and impact.

Deliverables:

1. A summary of best-practice research in HIV/AIDS prevention, including relevant models for both HIV-negative and HIV-positive populations.
2. A review of strategies used in cities with comparable ethnic origin and socio-economic conditions.
3. A list of key opinion leaders and community service agencies doing work in HIV/AIDS prevention in central Texas.
4. An interview protocol and summary of interview data from key local opinion leaders in HIV/AIDS prevention and management (to include preferences on investments as well as current investment sources and strategies).
5. Participation in team meetings and discussions of findings from the above methods.

6. Facilitation of a series of strategy meetings, including the development of agendas, planning tools, PowerPoint slides, and other tools as required by the group process.
7. Specific recommendations for the development of the Request for Services. (Note: these will include discussion of non-traditional access points for HIV prevention work; issues of stigma; strategies for engaging priority populations).

Background:

Travis County and the City of Austin fund a broad array of social services across targeted populations, including individuals with HIV/AIDS, in order to maintain or improve overall health, safety, and quality of life. Continuing local funding for HIV/AIDS services is part of the Maintenance of Effort requirement of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Title I grant. The County and City General Fund support for these contracts helps secure approximately \$4 million in annual funding under Ryan White Title I. The Travis County Healthcare District provides core medical services for persons with HIV/AIDS in Travis County.

Funding allocation changes at the federal and state levels due to the Ryan White HIV/AIDS Treatment Modernization Act of 2006 have created gaps and opportunities to best leverage these funds. Directors and staff from Travis County HHS&VS, Austin Travis County Health and Human Services Department (ATCHHSD), and the Travis County Healthcare District (TCHD)—the local funding entities—met with HIV/AIDS providers last year on July 13, 2007. The meeting was convened by a group of local HIV/AIDS providers to discuss the state of HIV/AIDS prevalence, disparities, and funding issues.

At that meeting, the providers requested two next steps from the funding entities: 1) create a comprehensive planning process for HIV/AIDS services and 2) address immediate social service and healthcare gaps that were created by changes in funding allocations from federal funding sources. At the meeting, six organizations provided a short-term funding request for a total of \$338,200 for consideration by the funding entities.

Actions Taken: Since the July 2007 meeting, the local funding entities considered the funding requests both individually and as a group to determine the immediacy of need for the funds. Many of the items that were in need of funding were funded partially or wholly by the United Way, the ATCHHSD, or by St. David's Healthcare Foundation. Therefore, it was determined that funding decisions would be better made after the completion of the comprehensive planning process.

At the end of December 2007, the local funding entities agreed that the community planning process should start as soon as possible to ensure completion in time to inform FY09 budget processes and that it should be facilitated by a neutral third party to help ensure buy-in from all community stakeholders.

In March 2008, the local funding entities met and agreed to take the lead—in FY08—on various collaborative efforts in regard to HIV/AIDS in Travis County:

1. Comprehensive Plan for HIV/AIDS in Travis County led by Travis County HHS&VS;
2. Short-term and long-term Outreach Activities and Social Marketing led by ATCHHSD; and,
3. Pilot Rapid HIV-Testing in targeted Federally Qualified Health Centers and possibly ER at Brackenridge as led by TCHD.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Contract File

COMPREHENSIVE COMMUNITY HIV PLANNING PROCESS 2008

ACCOUNT NUMBER				DESCRIPTION	GENERAL FUND
001	5871	611	0801	TEMPORARY SALARY	18,522
001	5871	611	2102	FICA	1,148
001	5871	611	2106	WORKER'S COMPENSATION	36
001	5871	611	2107	MEDICARE	269
TOTAL SALARY AND BENEFITS					19,975
001	5871	611	3001	OFFICE SUPPLIES	500
001	5871	611	4202	AUTO MILEAGE	150
001	5871	611	6503	TRAVEL, MEALS & LODGING	2,302
001	5871	611	6504	TRAINING & SEMINARS	1,050
TOTAL OPERATING					4,002
TOTAL PROJECTED BUDGET					23,977

Hourly Rate of \$42 for 24.5 hours a week for 18 weeks; May 15 to October 24, 2008

HIV Prevention Leadership Summit Conference, Detroit Mi; TX HIV STD Conference, Austin TX

Funds to be transferred from 001-5891-611-6290 upon approval from Commissioner's Court

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
 FY 2007 SLOT LISTING
 FOR PROJECTS**

dpdv	line	slot	Pos #	Title	Last Name	First Name	fnd%	FTE	WC rate	0901	Total	2002	2106	2107	Total
5871	0801	NEW	24768	ADMIN SVC DIV D	CONROY	JENNIFER	100%	1	0.0026	18,522	18,522	1,148	36	269	19,975
								1		18,522	18,522	1,148	36	269	19,975

BUDGET AMENDMENTS AND TRANSFERS FY 2008

5/13/2008

AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 5,000	1
		001	3810	572	6502	Med.Examiners	Professional Membership	\$ 5,000		
A2		001	9800	981	9891	Reserves	CAR Reserves		\$ 10,078	5
		001	1405	821	8122	Facilities	Improv Other Than Bldg	\$ 10,078		

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

May 6, 2008

To: Commissioners Court

From: Katie Petersen Gipson, Planning & Budget Analyst

A handwritten signature in black ink, appearing to read "Katie Petersen", is written over the printed name.

Re: Budget Amendment for NAME Accreditation Expenses

The Medical Examiner's Office is requesting \$5,000 for partial reimbursement and funding for their National Association of Medical Examiners (NAME) accreditation expenses. The FY08 Adopted Budget included a \$4,000 earmark on the Allocated Reserve for this expense; however the actual amount is slightly larger at \$5,000 (two payments of \$2,500). The department has used significant internal resources lately to improve their office for NAME accreditation. Therefore, at this time the best source of funding would be the Allocated Reserve.

PBO recommends this transfer of funds from 001-9800-981-9892 to 001-3810-572-6502.

CC: Dr. David Dolinak, Chief Medical Examiner
Danny Hobby, Emergency Services
Beth Devery, Medical Examiner's Office
Darlene Dunn, Medical Examiner's Office
Leroy Nellis, PBO
Rodney Rhoades, PBO



**TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER**

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

DATE: May 1, 2008
TO: Katie Peterson, Planning and Budget Office
THROUGH: Danny Hobby, Executive Manager, Emergency Services
FROM: Beth Devery, Chief Administrative Officer *BD*
RE: Request Earmarked Allocated Reserve Funds

A handwritten signature in black ink, appearing to be "D. Hobby", is written over the "THROUGH:" line of the memo.

During FY08 our department was approved earmarked funding in the amount of \$4,000 to pay for the National Association of Medical Examiner (NAME) accreditation inspection. In January we underwent a pre-NAME inspection at a cost of \$2,500. (See Attached NAME Invoice) We utilized existing funds designated for other purposes to pay for the pre-inspection. Prior to the end of FY08 we will undergo the NAME inspection for accreditation at a cost of \$2,500. In total we will expend \$5,000 for accreditation inspections.

We are requesting that the earmarked allocated reserve funds in the amount of \$4,000 be transferred to our operating budget, as well as an additional \$1,000. This will enable us to pay for the upcoming NAME inspection (\$2,500), as well as replenish those funds (\$2,500) used for the pre-NAME inspection, which were designated for other expenditures.

Budget adjustment number 10395 has been prepared. (See Attached Automated Budget Adjustment Form)

Your consideration in this matter is greatly appreciated.

pd 1.18.08 797538

The National Association of Medical Examiners ®

430 Pryor St SW, Atlanta, GA 30312
404-730-4781 Fax: 404-730-4420



TO: Travis County Medical Examiner
1213 Sabine Street, 3rd Floor
Austin, TX 78701

From: Denise McNally
National Association of Medical Examiners
1402 South Grand Boulevard
St. Louis, Missouri 63104

Date: January 17, 2008

For: Fee for Inspection and Accreditation by the National
Association of Medical Examiners - Travis County Medical
Examiner's Office, Austin, TX (PO Number 384080)

The Amount of \$2,500.00

Federal I.D. #: 13-2616115

Make Check Payable to:
NATIONAL ASSOCIATION OF MEDICAL EXAMINERS
430 Pryor Street SW
Atlanta, GA 30312

Budget Adjustment: 10395

Fyr _ Budget Type: 2008-Reg

Author: 38 - DUNN, DARLENE

Created: 4/30/2008 12:13:36 PM

PBO Category: Amendment

Court Date: Tuesday, May 13 2008

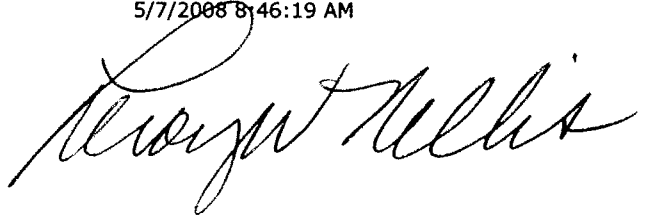
Dept: RESERVES

Just: CommCodeRq

Request earmarked funds from allocated reserves for NAME inspection.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,000
				5,000
To Account		Project		Amount
001-3810-572-6502	PROFESSIONAL MEMBERSHIPS			5,000
				5,000

Approvals	Dept	Approved By	Date Approved
Originator	38	DARLENE DUNN	4/30/2008 12:18:27 PM
DepOffice	47	CHRISTINE LEGO	5/7/2008 8:46:11 AM
DepOfficeTo	47	CHRISTINE LEGO	5/7/2008 8:46:19 AM





PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *Diana Ramirez*

DATE: May 8, 2008

RE: Request for \$10,078 to cover increased steel costs for security fence at 5335 Airport Boulevard

On February 21, 2008, Facilities Management requested that PBO place a request of \$38,660 for funding from the CAR Reserve for purchase and installation of a security fence at 5335 Airport Boulevard. Due to a significant cash flow issue with the CAR Reserve related to the CAR funding of the Tiburon V. 7 Upgrade, PBO asked FM to delay posting the amendment until the cash flow issue was resolved. FM agreed.

After the cash flow issues were resolved, the amendment was placed on the agenda (April 15, 2008) and was approved by Commissioners Court as a consent item. During the intervening weeks the price of steel escalated dramatically, resulting in an additional cost of \$10,078. This is an unfortunate and unexpected outcome. PBO will work to ensure that this type of situation does not occur in the future. PBO recommends approval of this amendment.

cc: Lloyd Evans, Roger El Khoury, Amy Draper, FM
Alicia Perez, Shawn Malone, Admin Ops
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO



Texas Department of Criminal Justice

Brad Livingston
Executive Director

May 5, 2008

Lloyd Evans
Travis County

QUOTE: 3949
Replaces 3598

Dear Mr. Evans,

Texas Correctional Industries/Metal Division is pleased to furnish the quote below for the following items:

DESCRIPTION	TOTAL
858 LFT 84" high 2 rail; 3/4" picket (6" o.c.) gloss black ornamental fence w/finial tops on pickets and ball caps on posts. NOTE: remove 272 LFT ornamental fence, reuse thirty-four (34) 84" panels and cut old posts at ground level	\$21,446.83
Installation	\$14,256.00
TOTAL	\$35,702.83

Order to be complete 90-120 days after receipt of purchase order. All Utility lines (Private and Public) must be marked before any installation can begin.

Due to the volatility of the steel market, price will be subject to change 30 days from the date of this quote. If this meets with your approval, send your purchase order:

Industry Metal Products Division
Post Office Box 4013
Huntsville, Texas 77342-4013
ATTN: Mrs. Jeannette Alford
Or fax to: (936) 437-8679

Please be sure to include your Bill to destination and Ship to destination on your purchase order.

If I can be of any further assistance, please let me know.

Sincerely,

Jeannette Alford

Jeannette Alford
Division Manager

JA/rjm
cc: R Murphy
File

Attachments: Warranty/Insurance Information, Prison Made Goods Act, Texas One Call Information

Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.

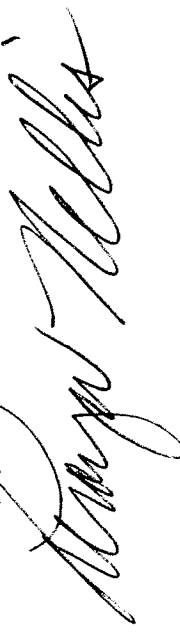
Manufacturing & Logistics Division
P.O. Box 4013
Huntsville, Texas 77342-4013
www.tdcj.state.tx.us

Budget Adjustment: 10465

Fyr _ Budget Type: 2008-Reg Author: 14 - DRAPER, AMY Created: 5/6/2008 2:41:10 PM
 PBO Category: Amendment Court Date: Tuesday, May 13 2008 Dept: RESERVES
 Just: Other Transfer from CAR to cover fencing for 5335 Airport Blvd property.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			10,078
To Account		Project		10,078
001-1405-821-8122	IMPROV OTHER THAN BLDG			Amount
				10,078
				10,078

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	5/6/2008 02:41:15 PM
DepOffice	14	AMY DRAPER	5/6/2008 02:41:16 PM
DepOfficeTo	14	AMY DRAPER	5/6/2008 02:41:17 PM



Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$4,254,933			Beginning Balance
(\$9,414)	Facilities	10/2/07	Lease Contracts, Drug Court and Parking
(\$350,000)	TNR	10/10/07	Eastside Service Center
(\$20,000)	Records Management	10/16/07	Partial Use of Secure Shredding Earmark
(\$10,000)	Records Management	10/16/07	Partial Use of Internet Live Streaming Earmark
(\$32,879)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
(\$5,400)	Medical Examiner	11/8/07	Parking Leases
(\$36,000)	County Attorney	11/13/07	Legal Services - Hamilton Pool
(\$35,000)	Facilities	11/27/07	Earnest money for Building Purchase
(\$160,000)	TNR	11/30/07	Park Rangers Mobile Data Computers
(\$19,900)	EMS	12/11/07	Line Item Correction
(\$1,796)	Constable Pct. 1	1/15/08	POPS Promotion
(\$25,000)	TNR	2/12/08	Envision Central Texas
(\$802,500)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd.
(\$5,520)	PBO	3/11/08	Executive Manager Recruitment
(\$2,000)	Records Management	4/8/08	Partial Use of Internet Live Streaming Earmark
(\$34,620)	General Admin	4/15/08	Travis Central Appraisal Dist. 3rd Qtr. Fees
(\$74,452)	PBO	4/22/08	Establ Temp Slot, Exec Mgr. PBO Succession
\$2,630,452	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$23,050)	Cadaver Transport Increase
(\$13,000)	Accreditation & Equipment Expenses
(\$15,000)	Secure Shredding
(\$23,000)	Channel 17 Webstream
(\$20,000)	Hazmat contracted disposal services
(\$30,000)	ISM Software Licenses for phone
(\$75,000)	Indigent Attorney Fees
(\$250,000)	Indigent Attorney Fees
(\$40,000)	Offsite Storage
(\$250,000)	County Court at Law #8
(\$112,000)	CSCD Day Treatment Center Lease
(\$100,000)	Civil Courthouse Planning/Programming
(\$500,000)	Capital Murder Case Costs
(\$250,000)	Additional Indigent Attorney Fees (markup)
(\$80,000)	FACTS Data Mgmt
(\$100,000)	Inmate Psychiatric Services
(\$1,881,050)	Total Possible Future Expenses (Earmarks)

\$749,402 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
\$4,206,937			Beginning Balance
(\$1,942,798)	ITS	10/2/07	Tiburon Ver. 7 Upgrade
(\$4,519)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
\$230,840	TNR	11/13/07	HMAC Project funded from existing CO's
(\$9,900)	Facilities	11/27/07	Remodeling @ 5501 Airport Blvd.
\$26,500	TNR	11/27/07	Vehicle not needed
(\$250,000)	TNR	11/30/07	Blake-Manor Rd Hike & Bike
\$19,900	EMS	12/11/07	Line Item Correction
(\$33,057)	Tax	12/18/07	Remittance Processing Device (RPD) replacement
(\$40,530)	Facilities	1/15/08	Post Road - Elevator Emergency Repairs
(\$87,166)	Facilities	2/12/08	Gault/CJC Complex Chiller Emergency Repair
(\$2,000,000)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd
(\$1,106)	Constable Pct. 3	4/8/08	Technical Correction
(\$38,660)	Facilities	4/15/08	Security Fencing @ 5335 Airport Blvd.
\$1,140,298	ITS	4/9/08	Reimbursement Resolution-Tiburon Ver. 7
\$1,216,739 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY07 Budget Process:

Amount	Explanation
(\$53,000)	TNR - Failing Vehicles Contingency
(\$12,000)	Constable Pct. 2 - Vehicle Furnishings
(\$13,620)	District Clerk - Records Tracking - Printers
(\$25,000)	Facilities Management- Eastside Service Center
(\$103,620) Total Possible Future Expenses (Earmarks)	

\$1,113,119 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$83,430			Beginning Balance - Green Circles
\$83,430 Current Reserve Balance			

Jail Overcrowding Reserve Status (001-9800-981-9813)

Amount	Dept Transferred Into	Date	Explanation
\$453,040 (\$103,400)	Sheriff	11/27/07	Beginning Balance Out-of-County Inmate Housing
\$349,640 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
\$750,000 Current Reserve Balance			

Psychiatric Services Sheriff Status (001-9800-981-9835)

Amount	Dept Transferred Into	Date	Explanation
\$100,000 (\$100,000)	Sheriff	1/29/08	Beginning Balance Inmate Psychiatric Services
\$0 Current Reserve Balance			

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$653,176			Beginning Balance
\$653,176 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$40,355,884			Beginning Balance
(\$2,325,000)	Facilities	10/2/07	Property at 910 Lavaca
(\$3,483,000)	Facilities	12/4/07	Reimbursement Resolution for Eastside Serv Ctr, CJC/Gault and SMART Treatment Fac.
\$673,000	Facilities	4/2/08	Reversal of Reimbursement Resolu.
\$2,325,000	Facilities	4/21/08	Reimbursement Resolution for property at 910 Lavaca
\$37,545,884	Current Reserve Balance		

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
5-13-08

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Approve grant application to the Office of the Governor's Criminal Justice Division for the Juvenile Probation Department to fund one-fulltime person and contracted services for dually-diagnosed juveniles receiving treatment at the Intermediate Sanctions Center.
- b) Status update from Health and Human Services and Veteran Services to request approval to submit budget transfer to U.S. Department of Health and Human Service for Parenting in Recovery Grant and reallocate a portion of the required grant match from in-kind services to cash.

Approved by:

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight 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 (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
 FY 2008

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
 This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
a	45 Residential Substance Abuse Treatment	10/1/2008 - 9/30/2009	\$109,356.00	\$36,452.00		2	1	10
b	58 Parenting in Recovery	10/1/2007 - 9/30/2008	\$500,000	\$88,000		1	1	46

Applications

Notes:

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

**FY 2008 Grants Summary Report
Outstanding Grant Applications**

The following is a list of grants for which application has been made and notification of award has not yet been received.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	\$ 424,700				10/2/2007
49	Hazard Mitigation Grant for DR-1709	\$588,307	\$196,102			11/6/2007
58	Emergency Food and Shelter program (EFSP) Phase 26	\$ 104,342				12/11/2007
59	Emergency Management Performance Grant	\$ 60,215	\$ 60,215			12/21/2007
49	CAPCOG FY08 Solid Waste Enforcement Grant	\$ 31,356				1/2/2008
45	Juvenile Accountability Block Grant (JABG)- Discretionary Funds Drug Court/In-Home Family Services Grant	\$ 177,686	\$ 19,743		0.25	1/29/2008
45	Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,889	\$ 8,988		1.5	1/29/2008
45	Victims of Crime Act (VOCA)	\$ 24,906	\$ 6,227		0.5	1/29/2008
40	Supervised Visitation and Safe Exchange Grant	\$ 133,333				2/12/2008
19	Underage Drinking Prevention Program	\$ 177,976	\$ 107,282		3	2/12/2008
23	Project Safe Neighborhoods	\$ 2,500				2/12/2008
24	Drug Diversion Court	\$ 188,474			1	2/19/2008
19	Family Violence Accelerated Prosecution Program	\$ 90,000	\$48,462		2	2/26/2008
37	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$ 19,997	\$3,816			3/4/2008

49	Commute Solutions Innovative Grant - Rideshare Incentives				\$4,500			3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Website Portal				\$4,500			3/4/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant			\$ 28,000				3/11/2008
45	Juvenile Drug Court Grant		\$	400,000			3	3/11/2008
58	Parenting in Recovery Project		\$	489,937	\$91,203		1	3/25/2008
47	2007 Law Enforcement Terrorism Planning Program Grant		\$	106,905				3/25/2008
49	Milton Reimers Ranch Park - TPWD Urban Outdoor Recreation Grant		\$	1,000,000	\$950,000			4/1/2008
45	Access and Visitation		\$	27,527	\$2,770			4/1/2008
47	Emergency Management Performance Grant		\$	60,215	\$60,215			4/1/2008
55	Travis County Mental Health Public Defenders Office		\$	375,000	\$250,000		8	4/8/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force		\$	655,094	\$315,608		12	4/15/2008
45	USDA School Commodities Program		\$	11,665				4/15/2008
58	AmeriCorps		\$	230,020	\$230,886		15	4/15/2008
20	Help America Vote Act Making Polling Places Accessible		\$	7,500				4/15/2008
20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities		\$	2,000				4/15/2008
20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement		\$	15,000				4/15/2008
37	State Criminal Alien Assistance Program - SCAAP 08		\$	49,894,309				4/29/2008

45	Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE)	\$	200,000	\$50,434	1.5	4/29/2008
49	TCEQ LIRAP Local Initiative Projects	\$	373,217	\$373,217		5/6/2008
58	2008 Phase XXVI Emergency Food and Shelter Program #08104	\$	101,533			5/6/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25	5/6/2008
58	RSVP	\$	61,281		0.5	5/6/2008
Total Outstanding		\$	56,143,884	\$ 2,775,168	44.25	

FY 2008 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2007

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Indirect Costs	FTEs	Approval Date	Cm. Ct.
58	AmeriCorps	\$ 230,020	\$223,358			16	10/2/2007	
37	2007 Byrne Justice Assistance Grant (JAG)	\$ 203,846					10/9/2007	
55	Travis County Mental Health Public Defenders Office	\$ 500,000	\$125,000			8	10/16/2007	
49	FY 07 HCP Land Acquisition Assistance	\$ 5,742,500	\$1,914,167				10/16/2007	
19	Family Violence Accelerated Prosecution Program	\$ 90,837	\$63,260			2	11/13/2007	
23	Project Safe Neighborhoods	\$ 95,000				1	11/13/2007	
24	Drug Diversion Court	\$ 160,041				1	11/13/2007	
45	Juvenile Assessment Center [Juvenile Accountability Block Grant (JABG)-Local Funds]	\$ 80,943	\$8,994			1	11/20/2007	
45	Drug Court/In-Home Family Services Grant [Juvenile Accountability Block Grant (JABG)-Discretionary Funds]	\$ 117,500	\$13,056				11/20/2007	
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	\$ 41,818					11/20/2007	
22	Drug Court (State) Program	\$ 100,000				1	11/20/2007	
37	2007 State Criminal Alien Assistance Program (SCAAP)	\$1,224,221					12/4/2007	
58	DOE Weatherization Assistance Program Amendment 1	\$145,942					12/11/2007	
58	LIHEAP Weatherization Assistance program	\$201,192			\$ 14,837		1/2/2008	
24	Formula Grant-Indigent Defense Grants Program	\$427,700					1/15/2008	
45	Residential Substance Abuse Treatment	\$109,356	\$36,452			2	1/29/2008	
58	Parenting in Recovery Project	\$500,000	\$88,000			1	1/29/2008	
45	Court Order Parent Education Project (COPE)	\$41,800				0.5	2/19/2008	
45	Access and Visitation	\$56,958	\$5,696					

49	Travis Co. East Metropolitan Park, TPWD Project #50-00338-Amendment	\$500,000	\$500,000	\$500,000	2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980		3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424		0.25	4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000	\$1,000	4/8/2008
45	National School Lunch Program/School Breakfast Program	\$240,000			4/15/2008
45	Global Youth Services Day Mini Grant	\$400			4/15/2008
58	Retired and Seniors Volunteer Program (RSVP)	\$23,800	\$23,800		4/22/2008
		\$11,098,298	\$2,644,763	\$501,000 \$	14,837 33.75

FY 2008 Grants Summary Report

Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
* 58	2007 Comprehensive Energy Assistance Program (CEAP)	\$ 1,145,321	\$17,672			10/2/2007
23	Project Safe Neighborhoods (Grant Number 07- 02148)	\$ 74,251	\$20,000		1	2/5/2008
49	TCEQ LIRAP Grant Contract Amendment 3		\$ 2,088,021			5/6/2008
Total Outstanding		\$ 1,219,572	\$ 2,125,693	\$ -	1.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

Dept Grant	Name of	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
24	Drug Diversion Court			\$160,041	1	FY 2002	10/9/2007
24	Drug Diversion Court			\$160,041	1	FY 2002	10/30/2007
55	Travis County Mental Health Public Defenders Office			\$ 88,748	8	10/16/2007	10/30/2007

19	Underage Drinking Prevention Program	\$ 171,443	\$ 107,282	\$ 278,726	3	9/4/2007	1/15/2008
22	Drug Court (State) Program	\$ 187,470			2		2/19/2008

Total Outstanding \$ 358,913 \$ 107,282 \$ 687,556 15.00

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
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Department/Division:	Juvenile Probation Department/ Residential Services Division
Contact Person:	Michael Williams
Title:	Senior Financial Analyst
Phone Number:	(512) 854-7011

Grant Title:	Residential Substance Abuse Treatment		
Grant Period:	From: 10/1/08	To: 9/30/09	
Grantor:	Office of the Governor's Criminal Justice Division		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	54,718			36,452		91,170
Operating:	54,638					54,638
Capital Equipment:						
Indirect Costs:						
Total:	109,356	0	0	36,452	0	145,808
FTEs:	1			1		2

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Total # of juveniles served	40	40	32	N/A	N/A	35
Total # of juveniles discharged	26	8	13	N/A	N/A	26
% of juvenile who successfully complete the program	92%	100%	100%	N/A	N/A	88%
Number and percent of program youth who re-offend w/in 1 year of discharge	3/12%	N/A	N/A	N/A	N/A	4/15%
Measures For Grant						
# of participants entering the RSAT-funded treatment program	35	13	8	N/A	N/A	35

# of RSAT funded offenders who have completed the program and remained drug free during the treatment program	26	8	13	N/A	N/A	26
# of offenders successfully completing the RSAT-funded residential program	24	8	13	N/A	N/A	23
# of offenders who dropped out of the RSAT-funded residential program	0	0	0	N/A	N/A	0
# of offenders who were terminated from the RSAT-funded residential program	0	0	0	N/A	N/A	0
Number of offenders entering an aftercare program	0	0	0	N/A	N/A	0

Auditor's Office Approval: <input checked="" type="checkbox"/> Staff Initials: _DB_____
Auditor's Office Comments:

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the Residential Substance Abuse Treatment Grant Application funded through the Office of the Governor, Criminal Justice Division. This grant provides \$109,356 in funding for one-full time counselor and substance abuse and/or mental health contracted services for juveniles receiving treatment at the Intermediate Sanctions Center. This is the continuation of an existing grant program.

The grant match is funded through by using a portion of the salary of one Residential Treatment Officer funded by the General Fund. No additional General Fund resources are required and the grant does not require any long term commitment.

PBO recommends approval of this request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$109,356 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The goal of program is to provide safe, secure, effective, individualized treatment

for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term County funding requirements of this grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

A 25% match is a requirement for funding through this grant. To satisfy the match requirement a portion of a General Fund counselor's salary will be committed to this program; no additional County resources are needed at this time.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

There is no provision in this grant for indirect costs.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The program will not discontinue upon discontinuance of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. The County will have the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

6. If this is a new program, please provide information why the County should expand into this area.

N/A. This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Youth being referred to the Department's secured residential facility are presenting with an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as they tend to lack skills needed to promote crime-free productive lifestyles.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life

skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: _____
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: _____
Michael Williams
Senior Financial Analyst

SUBJECT: **FY09 Residential Substance Abuse Treatment (RSAT) Continuation Grant Application**

DATE: May 1, 2008

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$109,356 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services. Juvenile Probation will allocate existing resources to meet the 25% match requirement; no additional County resources are needed at this time.

Please review this item and place it on the Commissioner's Court agenda on Tuesday, **May 13, 2008**. **The deadline for electronic submission of the grant application is May 15, 2008.** If you have any questions, please contact me directly via email or phone at ext. 47011. Thank you in advance for your attention to this request.

CC: Jim Connolly
DeDe Bell
Darryl Beatty
Laura Rodriguez
Alan Miller
Sylvia Mendoza
Grant File



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Michael Williams
Michael Williams
Senior Financial Analyst

SUBJECT: **FY09 Residential Substance Abuse Treatment (RSAT) Continuation Grant Application**

DATE: May 1, 2008 *May 6, 2009*

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the Criminal Justice Division-Residential Substance Abuse Treatment Fund. Residential Services is seeking funding in the amount of \$109,356 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services. Juvenile Probation will allocate existing resources to meet the 25% match requirement; no additional County resources are needed at this time.

Please review this item and place it on the Commissioner's Court agenda on Tuesday, **May 13, 2008**. **The deadline for electronic submission of the grant application is May 15, 2008.** If you have any questions, please contact me directly via email or phone at ext. 47011. Thank you in advance for your attention to this request.

CC: Jim Connolly
DeDe Bell
Darryl Beatty
Laura Rodriguez
Alan Miller
Sylvia Mendoza
Grant File



15

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that The Leadership Academy (Dual Diagnosis Unit) be operated; and

WHEREAS, County Commissioners of Travis County agrees to provide applicable matching funds for the said project as required by the Governor's Office Criminal Justice Division Residential Substance Abuse Treatment grant application; and

WHEREAS, County Commissioners of Travis County agrees that in the event of loss or misuse of the Criminal Justice Division funds County Commissioners of Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that County Commissioners of Travis County approves submission of the grant application for The Leadership Academy (Dual Diagnosis Unit) to the Office of the Governor, Criminal Justice Division.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this 13 (Day) of May (Month), 2008 (Year)

Grant Application Number: 18122-04

Agency Name: Travis County
Grant/App: 1812204 **Start Date:** 10/1/2008 **End Date:** 9/30/2009

Project Title: Leadership Academy (Dual Diagnosis Unit)
Status: Application Pending Submission

Eligibility Information

Introduction

The Criminal Justice Division (CJD) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue.

In addition, CJD requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by CJD, applicants must submit their applications according to the requirements provided in the **RFA**. CJD may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC, §3.7*.

Selection Process

All applications submitted to CJD are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC, §3.7*.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of CJD. The receipt of an application for grant funding by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Neither the approval of a project nor any grant award shall commit or obligate CJD in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof.

CJD makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC, §3.7 and 3.9*.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC, §3.19*.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC*, §3.51.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

CJD will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to CJD or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:

17460001922021

Application Eligibility Certify:

Created on:4/22/2008 10:00:41 AM By:Michael Williams

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Email Addresses & Grant Officials Information

Grant Officials Information:

Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials:


To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**, then download the Designation of Grant Officials Change Form (see Forms section below). If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. Then, fax the signed DoG to CJD at (512) 475-2440. Once CJD receives the signed DoG (and a revised Resolution if applicable), then CJD will update your grant project in eGrants.

Forms

Designation of Grant Officials Change Form (DoG) - used to assign or reassign grant officials.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County

Project Title: Leadership Academy (Dual Diagnosis Unit)

Division or Unit to Administer the Project: Juvenile Probation Department/ Residential Services Division

Address Line 1: 2515 South Congress Avenue

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Start Date: 10/1/2008

End Date: 9/30/2009

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:**Authorized Official**

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Agency:

Title: The Honorable

Salutation: Judge

Project Director

User Name: Estela Medina

Email: estela.medina@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7069 Other Phone:

Fax: 512-854-7097

Agency:

Title: Ms.
Salutation: Chief

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Agency:
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Michael Williams
Email: Michael.Williams@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin , Texas 78704
Phone: 512-854-7011 Other Phone:
Fax: 512-854-7097
Agency:
Title: Mr.
Salutation: Mr.

Grant Vendor Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable).

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.


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Direct Deposit

In order to receive payments from CJD, complete the Vendor Direct Deposit Authorization and Application for Payee Identification Number forms which can be downloaded from the Texas Comptroller's [website](http://www.texascomptroller.com) at <https://fm.xcpa.state.tx.us/fm/forms/index.php> and Form W-9 which can be downloaded from the Internal Revenue Services' [website](http://www.irs.gov) at <http://www.irs.gov>. Send these completed and signed forms to the Office of the Governor, Financial Services Division, Post Office Box 12428, Austin, Texas 78711.

Getting Started

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Organization Type: County

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922021

Data Universal Numbering System (DUNS): 867381352

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.


Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

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Primary Mission and Purpose

The purpose of the Residential Substance Abuse Treatment (RSAT) Program for State Prisoners is to develop and implement substance abuse treatment projects within state and local correctional facilities, including jails.

Funding Levels

The anticipated funding levels for the RSAT program are as follows:

- Minimum Award - None
- Maximum Award - None

- The RSAT program requires a grantee match of at least 25% which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences – Preference will be given to:

1. applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services that compliment the Governor’s strategies; and
2. applicants that provide aftercare services. Aftercare programs coordinate service provisions between the correctional treatment program and other human service and rehabilitation programs such as education and job training, parole supervision, halfway houses, and self-help or peer group projects that may aid in rehabilitation. *Although applicants that provide aftercare are preferred, aftercare services are not reimbursable with RSAT grant funds.*

Does your program have an aftercare component?

Select the appropriate response:

- Yes
 No

If you selected **Yes** above, briefly describe the aftercare program, including the length of time services are to be provided.

Enter the aftercare program description:

Substance Abuse Services Division treatment staff develop a transition plan for youth prior to discharge from the program. These cadre aftercare services includes an array of community-based substance abuse services, intensive family services, educational and vocational training, and linkages to ancillary community-based resources. In addition, graduates of the program will be linked to the Juvenile Drug Court.

Priority Participants – Give priority to offenders who have six to twelve months remaining in their term of confinement so that they may be released from jail or prison instead of returning to the general jail or prison population after completing the treatment program.

Funding Use – RSAT funds may be used for treatment services only.

Room and Board – Provide housing, meals, snacks, clothing, transportation, dental care, and routine medical treatment for offenders in the program. *Though required, these services are not reimbursable with RSAT grant funds.*

Treatment of Parolees – If serving parolees, no more than ten percent of the award amount can be expended for treatment of parolees. Services to parolees are limited to a time period not to exceed more than one year after release from a state correctional facility.

Research – Projects must deliver services using modalities that are science-based and proven effective.

Focus – Focus on the substance abuse problems of the inmate using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse and related problems.

Treatment Plan – Develop an individualized treatment plan for each offender when the offender enters the residential treatment program. Corrections treatment projects and state or local substance abuse treatment projects must work together to place participants in appropriate aftercare programs when the individuals complete the residential phase of the program.

Drug Testing – Perform urinalysis or other proven reliable method of drug and alcohol testing for program participants and former participants while they remain in the custody of the state or local government.

Describe the **drug testing policy for offenders** in your facility, including the method used for testing and the frequency of testing for participants.

Enter the drug testing policy for offenders:

Program participants who step down to Day Treatment, Intensive Outpatient, or Drug Court are to be drug tested at least one time a week. Participants who are released back in the community are to be tested when they come back to the Department to participate in an alumni group. A positive urinalysis will disqualify the youth from coming back to participate in voluntary activities.
Are employees subject to drug testing?

Select the appropriate response:

- Yes
 No

If you selected **Yes** above, briefly describe the policies related to the testing of employees.

Enter the employee testing policy:

Travis County Juvenile Probation Department conducts employee drug testing in accordance with the United States (U.S.) Department of Transportation regulations and procedures. An employee may be requested to submit a urine, blood, or a breath specimen when probable cause exists to believe that an employee on duty is under the influence of an illegal drug or alcohol, or impaired in job performance due to the influence of a legal drug.

Juvenile Projects – All juvenile projects are required to comply with the Juvenile Justice and Delinquency Prevention Act of 2002 (*Public Law 107-273, 42 U.S.C. 5601 et seq., as amended*). Applicants that operate secure juvenile detention or correctional facilities that are not in compliance are **not eligible** for funding unless they have submitted an acceptable plan and timetable for eliminating the non-compliance to CJD.

If the project is operated in State or Local Secure Correctional and Detention facilities the following requirements apply:

Treatment Period – Not less than six months or more than 12 months.

Separation – Provide treatment in residential facilities that are set apart from the general correctional population in a completely separate facility or a dedicated housing unit within a facility for the exclusive use by project participants.

If the project is operated in Local Jail facilities the following requirements apply:

Treatment Period – Not less than three months.

Separation – Make every effort to separate the treatment population from the general correctional population.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Jim Connolly

Enter the Address for the Civil Rights Liaison:

Travis County's Attorney Office 314 W. 11th Street, Suite 300 Austin, TX. 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

(512) 854-9415

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Residential Substance Abuse Treatment Program Solicitation.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Youth in the juvenile justice system who are assessed as needing residential substance abuse treatment services are at risk of running away from unsecured community-based facilities, resulting in unauthorized departures, additional violations, and possible referral to the Texas Youth Commission. Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth referred to the Department are presenting an increased need for comprehensive substance abuse treatment services that promote successful re-integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as they tend to lack skills needed to promote crime-free productive lifestyles. It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to substance abuse problems compounded with mental health concerns, educational deficiencies, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and, activities available to these youth.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

There is limited access to adequate substance abuse treatment in a secure residential setting. Currently in Travis County, the Juvenile Probation Department is the only secured residential substance abuse placement facility in the County and lacks resources needed to respond to the large number of youth presenting with substance abuse concerns. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 2,242 of the 5,687 juveniles referred to TCJPD in FY 2007 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 24 juveniles at any given time. Out of youth referred to the

department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County Juvenile Probation Department did participate in the local community planning process. In addition, this project is in response to the priorities set in the Community Plan. In the Travis County Community Plan, Problem Statement # 2 refers to the large number of youth using or abusing substances. The Funding Priorities to address Problem Statement #2 includes services for juveniles with both substance abuse and mental health treatment needs and expanding residential capacity.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A. The project is on schedule in accomplishing the stated objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred

to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 2,242 of the 5,687 juveniles referred to TCJPD in FY 2007 were screened for substance abuse issues. Lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 24 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 16, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful reentry back into the community.

Project Activities Information

Introduction


The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.





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Getting Started

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-  = a **red delete** icon – click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Residential Information

In the spaces provided below enter the required information about the treatment facility and program.

List the **licenses** held by your facility:

Travis County Juvenile Probation is licensed through the Department of Health and Human Services and is required to have a residential out-patient substance abuse treatment license.

Enter the total number of **treatment beds in the facility**:

108

Enter the number of **treatment beds used for RSAT participants**:

20

Enter the number of **offenders on waiting lists** for the facility's RSAT program:

0

Enter the average **length of time an offender is on the waiting list** for the facility's RSAT program:

2 weeks.

Describe **how participants are set apart** from the general correctional population:

Program participants are to be housed separately from the general population and are to attend school and eat in the cafeteria as a unit.

Describe the **assessment tools and criteria for determining eligibility** in the program:

The Substance Use Survey-Instrument for Adolescents (SUS-IA), a 67-item screening instrument, is used to identify potential substance abuse use. Youth believed to have substance abuse problems are further assessed using the Comprehensive Addiction Severity Index for Adolescents (CASI-A). The CASI-A is a specific tool used to evaluate drug/alcohol use and psychosocial impairment severity.

Enter the **duration** of the residential treatment program:

6-12 months.

Describe the **treatment modalities** used:

This program is multi-modal, which includes cognitive behavioral programming, social skills training, group counseling, and pharmacological services. Some youth will need a psychotropic medication regime in order to address substance and mental health problem concurrently.

Describe how the project develops the participants **cognitive, behavioral, social, vocational and other skills** to resolve the substance abuse and related problems:

The program will effectively blend treatment and concurrently provide substance abuse problems and/or mental health services with a combination of self-help programs, individual counseling; group counseling/treatment; intensive family therapy; and behavior modification. School is provided on site where youth are prepared to meet vocational challenges in preparation for the workforce.

Describe how the project determines the **cost of treatment** per offender, per day.

Operating costs plus personnel cost divided by 365 (number of days in a year). This number is then divided by the number of youth served.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION

Substance Abuse	100.00	Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote "right living". From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, family counseling services, substance abuse education and treatment, and urinalysis testing.
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Geographic Area:

The geographic area is Travis County, Texas.

Target Audience:

Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse concerns.

Gender:

Male and female offenders.

Ages:

The inclusive age range is 13 through 16 years of age.

Special Characteristics:

Many youth will be dually diagnosed, having a combination of mental health and substance abuse issues.

Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.





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Reserved

This section left intentionally blank.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Average number of days treatment was provided to grant-funded participants who successfully completed the program.	210	210
For programs in existence for at least two years, the average cost (in dollars) of the grant-funded treatment component per offender.	141	145
Number of bed days of residential treatment provided to grant-funded participants during the previous grant year.	5580	6660
Number of offenders entering an aftercare program.	25	37
Number of offenders who successfully completed the grant-funded residential program.	25	26
Number of offenders who dropped out of the grant-funded residential program.	0	0
Number of offenders who were terminated from the grant-funded residential program.	0	0
Number of participants entering the grant-funded residential treatment program.	31	35

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
-----------------------	--------------	--------------

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Percent of offenders who successfully completed the treatment program and remained arrest-free during the aftercare phase.	75	77

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

Documents Information

Introduction


The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Manager monitors contract compliance with the vendors used for professional services. This includes site visits and having weekly contact with the vendors to monitor client services and progress.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2007

Enter the End Date [mm/dd/yyyy]:

9/30/2008

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

8838099

Enter the amount (\$) of State Grant Funds:

2369120

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes

No

***Note:** Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2007

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for CJD grant funds.

Note: If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Introduction






This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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-  = a **plus** icon – click on this icon to expand a list of items.
-  = a **minus** icon – click on this icon to collapse a list of items.
-  = a **new** icon – click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **Information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cellular Airtime (\$39.99 x 12 months)=\$480. Per Rental (\$7.67 x 12 months)=\$92.	\$572.00	\$0.00	\$0.00	\$0.00	\$572.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	Educational and vocational Supplies-books, workbooks, curriculum, audio videos, and other materials for training and tutoring juveniles	\$9,711.00	\$0.00	\$0.00	\$0.00	\$9,711.00	0

		in treatment.							
Personnel	Counselor and/or Therapist (licensed)	Senior Counselor (1)-will provide assessment treatment planning and discharge planning for juveniles, evaluate, and interview persons arrested for alcohol/drug related offenses in order to assess and make recommendations on the juveniles need for substance abuse counseling and conducts counseling intervention.	\$54,718.00	\$0.00	\$0.00	\$0.00	\$54,718.00	100	
Personnel	Counselor and/or Therapist (licensed)	Senior Counselor (1) -will provide assessment treatment planning and discharge planning for juveniles, evaluate, and interview persons arrested for alcohol/drug related offenses in order to assess and make recommendations on the juveniles need for substance abuse counseling and conducts counseling intervention.	\$0.00	\$36,452.00	\$0.00	\$0.00	\$36,452.00	63	
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel, Meals, and Lodging-Send staff to training conferences related to juvenile substance abuse and mental health treatment programming in the local area.	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	0	
Supplies and Direct Operating	Office Supplies (e.g., paper,	Operating supplies for daily operations.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0	

Expenses	postage, calculator)								
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Travel, Meals, and Lodging- Send staff to training conferences related to juvenile substance abuse and mental health treatment programming.	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	0	
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Urinalysis (UA) Kits (200 kits @ \$6)=\$1,200	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0	
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Austin Child Guidance Center (ACGC) and various vendors- Intensive Family Counseling services which would include juvenile assessment, substance abuse, and mental health services.	\$40,155.00	\$0.00	\$0.00	\$0.00	\$40,155.00	0	

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.

For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87.



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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Travis County General Funds	Cash Match	\$36,452.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$36,452.00	\$36,452.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$40,155.00	\$0.00	\$0.00	\$0.00	\$40,155.00
Personnel	\$54,718.00	\$36,452.00	\$0.00	\$0.00	\$91,170.00
Supplies and Direct Operating Expenses	\$11,983.00	\$0.00	\$0.00	\$0.00	\$11,983.00
Travel and Training	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$109,356.00	\$36,452.00	\$0.00	\$0.00	\$145,808.00

Condition Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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ProjectSummary

The goal of the program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community.

ApplicationNotes

08/01/06 Intake Completed. CV Judy - check on change in focus and possibly title -- may want to use a new grant number 8/31/06 Grant Review completed. Sent for director review. LB 9-5-06 We extended the end date on their current grant. Please check the current grant to determine whether this grant provides additional services. They changed up the previous program and as a result got a late start. If the grants appear duplicative, we may need to cal Terrell and gather additional information. PRR approved unless further discussion is needed. Js 9-7-06 Received Resolution and Certification. js 9/06/06 Referred to services provided by current grant (18122-01) and the services provided are Assessment and Referral and Treatment with an emphasize on treatment services. The activities on the current application (18122-02) offer additional services to include extended counseling and family support services. For example, the project activities cites, " The program will...blend together substance abuse treatment activities with mental health services for youth and their families...The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups...Specifically, the program allows participants access to computers installed with educational/vocational development software...Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, family counseling." Whereas the current program (18122-01) cites and emphasizes on treatment, "The proposed program will provide individual case management, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed." Therefore, the current application does include additional services. Sent for program review prior to issuing PRR. NOTE: Computer usage mentioned in activities, however additional information may be needed such as verifying only program participants will use the computer. LB PRR issued.

9/07/06 PRR Completed. Refer to PRR Completed in GFM. LB

PRROtherInformation

ProgramDirectorReview
9/12/06 Recommend funding. AM

AccountingReview
9/13/06 FO information has been updated. YR 9/13/06 Accounting review complete - EH

ExecutiveReview
9/25/06 Recommend funding. AS

BudPersonnelMemo
Senior Counselor ; 100% of salary ; CJD Funds \$25172 ; Cash Match \$0 ; In-Kind \$0 ;
Line Total: \$25172 Senior Counselor ; 100% of salary ; CJD Funds \$0 ; Cash Match
\$25172 ; In-Kind \$0 ; Line Total: \$25172 Senior Counselor ; 50% of salary ; CJD Funds
\$0 ; Cash Match \$11280 ; In-Kind \$0 ; Line Total: \$11280 Total: \$61624

BudContractualMemo
Austin Child Guidance Center ; CJD Funds \$44850 ; Cash Match \$0 ; In-Kind \$0 ; Line
Total: \$44850 Total: \$44850

BudTravelMemo
In State Travel and Training ; CJD Funds \$8000 ; Cash Match \$0 ; In-Kind \$0 ; Line
Total: \$8000 Total: \$8000

BudSuppliesMemo
Urine Analysis Kits ; CJD Funds \$3600 ; Cash Match \$0 ; In-Kind \$0 ; Line Total: \$3600
Educational Supplies for Training and Tutoring Juveniles ; CJD Funds \$8275 ; Cash
Match \$0 ; In-Kind \$0 ; Line Total: \$8275 Vocational Curriculum ; CJD Funds \$9243 ;
Cash Match \$0 ; In-Kind \$0 ; Line Total: \$9243 Total: \$21118

BudIndirectMemo

BudConstructionMemo

GranteeContacts

TargetPopulation

Geographic Area: Travis County Target Audience: Substance abusing juvenile offenders referred for secured residential substance abuse treatment services; to include but not limited to youth possessing both mental health and substance abuse concerns. Gender: Male and Female Age: 13 -16 years of age Special Characteristics: Many youth may be dually diagnosed, having a combination of mental health and substance abuse issues.

HowProgramWorks

FOCUS: Substance Abuse Treatment Travis County Juvenile Probation Department (TCJPD) manages an on-site secured residential substance abuse treatment facility and has implemented a program with activities targeting juveniles with substance abuse problems. Due to the complexities associated with providing services to these juveniles, TCJPD includes services to dually-diagnosed (substance abusing and mentally ill) youth. Youth meeting the criteria of the RSAT grant will be required to participate in the program for at least six months, but not more than 12 months. Participants will be involved full-time in therapeutic activities. A weekly schedule will include participation in academics provided by teachers from the Austin Independent School District and substance abuse treatment that focuses on problems facing substance abusing juvenile offenders. The program is designed around a regimen conducted in a therapeutic community setting that promotes cognitive restructuring while addressing behavioral, social, educational/vocational, substance abuse and skill building activities to promote "right-living". From the moment that a juvenile enters the RSAT program, all activities and treatments will focus on one thing: successful reentry back into the community. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate, the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will also include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses

educational and vocational skills of program participants. Specifically, the program allows participants access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. The program will be implemented through a series of phases. Participation in each phase relies on the successful completion of the orientation or prior phase, and requires each participant to demonstrate improved skills in the areas of maturity, personal responsibility, and decision making. Participants will learn necessary information and acquire the skills needed to complete the program through on-site educational services, individual counseling, group counseling, family counseling services, substance abuse education, and urinalysis testing. Participants will engage in problem solving groups that focus on relapse prevention skills and physical education activities geared toward promoting a healthy body and lifestyle. Prior to discharge from the program, treatment staff in collaboration with youth's parental support develops transition plans for youth. These cadre aftercare services includes an array of community based substance abuse services, intense family services, educational and vocational training, and linkages to ancillary community-based resources. All of the aforementioned services and activities allows for successful re-entry into the community. Project Summary Travis County Juvenile Probation Department, the only secured residential substance abuse treatment facility in Travis County, needs adequate resources to respond to the large number of youth being referred to the Department's secured residential substance abuse treatment facility. Further, youth being referred to the Department are in need of comprehensive substance abuse treatment services that promote successful re-integration into the community. Travis County Juvenile Probation Department's (TCJPD) statistics indicate that 2,779 of the 6,077 juveniles referred to TCJPD in FY 2005 were screened for substance abuse issues. One hundred and twenty seven juveniles (127) were referred to residential substance abuse treatment; however, lack of resources currently limits TCJPD's capacity to provide secure residential substance abuse treatment placement to only 16 juveniles at any given time. Out of youth referred to the department's secured residential facility, over 50% served were determined to have coexisting substance abuse and mental health concerns, presenting the need for services that address co-occurring issues. Further, youth placed in the Department's secured residential substance abuse treatment facility are being faced with several barriers that prohibit successful re-integration into their community. Research states that youth who have late, fewer, or inadequate educational opportunities are at greater risk for behaviors that can result in unsuccessful re-entry into the community. Department data reveals that over 80% of the youth referred to the department's secured residential facility are presenting with educational deficiencies and have reading levels well below that of their grade level. In addition to being faced with educational deficiencies, 100% of the youth referred to the department's secured residential facility have been assessed as being in need of services to assist them in coping with emotional, social, and behavioral problems. The goal of the proposed program is to provide safe, secure, effective, and individualized substance abuse treatment, while equipping juveniles with skills needed to promote successful re-integration into the community. Program activities will target adjudicated youth of Travis County, ages 13 through 16, assessed as needing residential substance abuse treatment. The program will offer access to a full continuum of treatment services, ensuring sufficient treatment intensity to achieve treatment plan goals. When appropriate,

the program will blend together substance abuse treatment activities with mental health services for youth and their families. Intensity and content of treatment shall be appropriate to the client's substance abuse and/or mental health needs. The program will provide individual case management, group counseling, integrated mental health, psycho educational and substance abuse treatment services, psychiatric services, and psychopharmacological treatment as needed. Treatment services will include peer support groups to include relapse prevention planning, practicing awareness of symptoms and triggers, compliance with and acceptance of prescribed medications and treatment plans, socialization skills, and taking personal responsibility for one's own behavior and recovery. Because lack of educational options and limited skills and education are common barriers to successful reentry, the program is designed with a detailed program component that addresses educational and vocational skills of program participants. Specifically, the program allows participant access to computers installed with educational/vocational development software. This promotes hands-on interactive learning and vocational and educational skill development. From the moment that a juvenile enters the program, all services, activities, and treatments will be focused on one thing: successful reentry back into the community.

ExecutiveSummary

Travis County's Leadership Academy (Dual Diagnosis Unit) will provide screening and assessment, orientation, individualized treatment planning, and case management to juvenile offenders who are referred for secure residential substance abuse treatment services. Specific activities include substance abuse treatment, counseling, chemical dependency education, life skills training, relapse prevention education and referrals to community services. It is anticipated that 36 juveniles will participate in the program during the grant period.

You are logged in as **User Name:** GrantWriter

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" type="checkbox"/>

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person:	John Bradshaw
Title:	Contract Specialist
Phone Number:	854-4277

Grant Title:	Parenting in Recovery		
Grant Period:	From:	10/1/2007	To: 9/30/2008
Grantor:	U.S. Dept. of Health and Human Services		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		0	0	45,145		45,145
Operating:	500,000	0	0	0	42,855	542,855
Capital Equipment:						0
Indirect Costs:						0
Total:	500,000	0	0	45,145	42,855	588,000
FTEs:	1.00					1.00

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Number of clients receiving substance dependence treatment services	791	245	*Not Available			791
Number of clients achieving substance dependence treatment plan goals	443	114	*Not Available			443
Number of families reunified	85	2	5			30
Number of families successfully completing service plan goals	115	27	37			91
Number of Child Protective Services petitions filed	415	**Not available	**Not available			375

Number of children in conservatorship per month	1,115	964	930			1,000
Number of new children entering care	675	68	92			500
Measures For Grant						
Unduplicated adults served	20	***Not available	5			20
Eligible clients discharged to stable housing situation	17	***Not available	***Not available			17
Number of families successfully completing program	17	***Not available	***Not available			17
The number of children who have a reduction in out-of-home placements	15	***Not available	14			15

Auditor's Office Approval: <input checked="" type="checkbox"/> Staff Initials: __DB__
Auditor's Office Comments:

*** This data is provided quarterly and will not be available to the County until April 30th – May 9th.**

****This data is collected annually.**

*****The Parenting in Recovery project did not begin serving clients until after Travis County certified the grant funds in February. No clients to date have discharged from treatment.**

PBO Recommendation:

Health Human Services and Veterans Services (HHS&VS) is requesting Commissioners Court approval to submit a request to the U.S. Department of Health and Human Services in order to transfer resources between approved line items within the Parenting in Recovery Grant. The department is making this request based on revised needs of the program for the remainder of the grant's first year. The program provides substance abuse treatment and support for parents involved in the child welfare system with the goal of keeping families together and falls within one of the three priority program areas established by the Commissioners Court. The department is also requesting to use an additional \$15,325 in temporary salary savings from slot 258 that is budgeted within the department (line item # 001-5868-611-0701) toward the required grant match rather and reducing the in-kind services match by the same amount so that grant resources budgeted for the Program Director can be redirected toward operating needs. Under this proposal, HHS & VS will fully fund the grant position with internal temporary salary savings as a part of the required grant match for year one of the program.

PBO recommends approval of the request.

In addition, the department will also place a separate item on the Commissioners Court agenda to request approval to use the grant's approved travel budget to cover program partners' (non-county staff) expenses for grant training out the grant's travel and training line items rather than modifying or creating new contracts for these partners and paying them out of a contracted services line item.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant will enhance the services already being provided by the Office of Children Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS serves as the lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Mental Health and Mental Retardation (ATCMHMR), Travis County District Court, and WorkSource. The Parenting in Recovery project provides a flexible and comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. In Travis County during 2005 and 2006 an average of 53% of all children removed from the custody of their parents by child welfare had parental substance dependence as a major contributing factor leading to their removal. The primary objective of the Parenting in Recovery project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

Three current TCHHSVS staff members are supporting this grant: Princess Katana manages grant compliance; Laura Peveto provides program oversight, technical assistance, and has a primary role in grant implementation; Jim Lehrman provides grant oversight, management, and coordination within TCHHSVS.

TCHHSVS has hired a Project Director whose major functions are expanding the number of partners, identifying additional resources to support the project, developing and implementing a sustainability plan for the project, identifying and resolving any problems with the project model, monitoring grant expenditures, preparing required reports, and acting as the single collection point for grant data.

Austin Recovery has expanded the bed capacity of the women and children's program to serve an additional 10 families. The bed rate is in line with the current City/County contracts and lower than actual cost. Austin Recovery is serving the grant recipients as designated in the project model and will participate in the evaluation process and supply the required data.

Foundation Communities will contribute affordable, safe housing for parents completing the 90-day drug treatment program through Austin Recovery. They will also provide a part-time case manager to support the grant recipients in maintaining their housing. The rental fees will be below market value and range from \$400 to \$700 a month.

DFPS will contribute to the partnership by acting as a liaison with other state agencies, especially the Department of State Health Services, providing CPS related data, technical assistance and resource identification for future sustainability. The Austin office will contribute CPS staff to work with the grant recipients as designated in the model. They will participate in the evaluation process and supply the required data. They will provide technical assistance regarding child welfare.

ATCMHMR will provide technical assistance on mental health disorders. They will function as the Managed Service Organization for the grant ensuring payment to sub-recipients who are part of a provider network and the dispensing of flexible funds under closely monitored controls. They agreed to a reduced MSO fee in support of the grant.

Travis County District Court will facilitate a dedicated docket for program participants.

WorkSource staff will assist adults completing the drug treatment program with job training and placement. They will work collaboratively with Austin Recovery's employment services to eliminate duplication and maximize available resources.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The \$500,000 in grant funds is available each fiscal year for five years starting in FY'08 (10/1/07 – 9/30/08). A match totaling \$88,000 is required for the first two years. This increases to \$125,000 in the third and fourth years, and to \$167,000 in year five. A combination of cash from TCHHSVS and in-kind matches from the project partners will provide the required match each year.

The match for year one will consist of a cash match of \$45,145 from TCHHSVS to cover approximately seven months of the Project Director's salary and benefits. Austin Recovery and Foundation Communities will provide treatment services and housing at reduced rates for an in-kind match totaling \$42,855. The reduced rates for treatment and housing will continue in years two through five. The cash match from TCHHSVS will increase to \$75,030 in year two to cover a full year of the Project Director's salary and benefits. The cash match will remain at this amount for years three through five barring any salary increases or cost of living awards. The project partners will be increasing their in-kind matches over the course of the grant to help meet the increasing match requirements.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing the cash match from an internal reallocation of funds for FY'08. The department has submitted a PB4

request for these funds in FY'09. The grant partners are providing the in-kind match by offering services at a reduced cost.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

There was not enough money in the grant to cover program costs as well as allow for an indirect cost allocation. The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4247. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$212,350 of that amount went for indirect costs.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position will end with the grant. The Project Director will develop relationships with program partners that will be sustained after the grants ends either through MOUs and/or contracts. The length of the grant allows the partners time to evaluate the effectiveness of the project model and create and implement a viable sustainability plan that includes the following:

- Regional partnerships will continue as a collaborative body that informs local practices and allocates resources for this population;
- Training of Child Protective Services (CPS) staff in Motivational Interviewing and the use of the M.I.N.I. screening tool for substance dependence and mental health – current goal is to have these as continuing education for CPS staff in the first year of employment;
- CPS staff will integrate into practice collaborative treatment planning with a special emphasis on discharge planning;
- Austin Recovery will continue to maintain 10 additional beds to serve women and children bringing the agencies capacity to 22; and
- Foundation Communities will maintain a case manager position to provide support to this population.

Partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCMHMR Substance Abuse contract to serve this population. CPS will enter into contracts with TCHHSVS or Austin Recovery and Foundation Communities to secure needed services for families. Partners will lobby Department of State Health Services to raise the funding rate of treatment beds closer to cost.

6. If this is a new program, please provide information why the County should expand into this area.

This new program will build on existing substance dependence programs. It is a way to improve service delivery for substance dependency focusing on parents in the child welfare system.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: April 18, 2008
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming by Amber Colby Buss*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Request to the U.S. Department of Health and Human Services for
budget modification for Parenting in Recovery grant

Proposed Motion:

Consider and take appropriate action to approve a request to the U.S Department of Health and Human Services to allow transfers between approved line items in the Parenting in Recovery grant budget.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) first received this grant in FY'08. TCHHSVS serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Mental Health and Mental Retardation, and WorkSource.

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together in their community while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

It took several months of hard work by TCHHSVS staff as well as staff at the County Attorney's Office, County Auditor's Office and the grant partners to get this project up and running. The Parenting in Recovery project has enrolled five families so far in FY'08.

Now that the project is up and running, the grant budget needs to be modified to better meet the needs of the various project partners. TCHHSVS is asking the U.S. Department of Health and Human Services to approve redistributing a total of \$93,165 in grant money between approved budget categories.

Budgetary and Fiscal Impact:

The amount of grant funds available from the U.S. Department of Health and Human Services for FY'08 is \$500,000. A cash and in-kind match of \$88,000 is required. The budget modification does not change the amount of grant funding or the match.

Issues and Opportunities:

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 DeDe Bell, Senior Financial Analyst, Travis County Auditor's Office
 Mary Etta Gerhardt, Assistant County Attorney
 Travis Gatlin, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: April 21, 2008
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming by Andrea Colunga Bussey
Sherri E. Fleming, Executive Manager
SUBJECT: Travis County Health and Human Services and Veterans Service
Utilization of TCHHSVS salary savings to fund the Project Director
position for the *Parenting in Recovery* project during FY'08

Proposed Motion:

Consider and take appropriate action to approve using TCHHSVS salary savings to pay the salary and benefits of the Project Director for the *Parenting in Recovery* project for FY'08.

Summary and Staff Recommendations:

The *Parenting in Recovery* (PIR) project is a 5 year, \$500,000 per year, federal grant awarded by The Administration for Children and Families in the U.S. Department of Health and Human Services. PIR provides a flexible, comprehensive continuum of services for children and parents who are involved in the child welfare system as a result of parental substance dependency. Objectives of *Parenting in Recovery* are 1) provide cross-systems training for child welfare and substance dependence counselors to promote more effective collaboration and treatment planning and increase ability to service families with substance dependency and child welfare involvement, 2) preclude/decrease the number of out-of-home placements for children of mothers with substance dependency and 3) increase the safety and well-being of children of substance dependent mothers by reducing risk factors and increasing protective factors for child maltreatment.

The Project Director provides the following services:

- Oversight and day-to-day project management;
- Supports coordinated service provision among project partners;
- Coordinates grant components (service delivery, training, evaluation, financial reporting) and ensures compliance with grant requirements;
- Plans and coordinates training related to the provision of services under the project;
- Facilitates partnership collaboration through monthly/quarterly regional partnership meetings;
- Conducts site visits to monitor activities of project partners;
- Assists in completing programmatic progress reports and financial reports as required by grant guidelines; and
- Supports development of strategy for long-term sustainability post grant award.

It was anticipated that the enrollment of clients during the first months of the grant would average four to five families. However, the demand for the program far exceeds this estimate. Child Protective Services caseworkers estimate that they see 20 to 30 clients a month that could meet the criteria for PIR. TCHHSVS requests to use salary savings to cover the salary and benefits of the PIR Project Director during FY'08 and redirect the grant funds for this position to meet the needs in other project areas.

Budgetary and Fiscal Impact:

The first year grant includes \$54,065 for the Project Director's salary and benefits. This money will be moved into operating expenses and TCHHSVS will use salary savings from Slot 258 in budget 001-5868 to cover the salary and benefits. The county funds will be used to meet part of the required \$88,000 grant match.

Issues and Opportunities:

The original grant proposal anticipated that Travis County would fund the salary and benefits of the Project Director position for years 2 through 5. A 2009 budget request has been developed and submitted following that plan.

Background:

The PIR grant will divert children from the Child Protective Services substitute placement arena, thus lessening the burden on the CPS Board budget.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 DeDe Bell, Senior Financial Analyst, Travis County Auditor's Office
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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

Mary Alexander
Irene Bocella
U.S. Department of Health and
Human Services
Administration for Children and
Families
Office of Grants Management
Division of Discretionary Grants
Aerospace Building
Sixth Floor East
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

Re: Budget Modification for Grant Award Number 90CU0039/01

Dear Ms. Alexander and Ms. Bocella:

Now that the Parenting in Recovery project is up and running, it has become necessary to modify the first year grant budget to better meet the needs of the various project partners. Travis County requests a budget modification involving the redistribution of \$92,065 among approved categories. The \$92,065 will be moved from the Personnel, Fringe Benefits, and Other categories to Travel and Contractual to pay for the following:

- Travel costs for staff from the partner agencies to attend the upcoming grantee conference in Washington, D.C. (\$7,900);
- Project evaluation (\$59,000);
- Work done by COPIA Consulting in building the project's infrastructure (\$21,443); and
- Increasing the amount of Flexible Funds used to provide financial support for parents completing treatment (\$3,722).

The grant match remains at \$88,000 but the match amounts have been redistributed among the budget categories. Travis County Health and Human Services and Veterans Service will pay Personnel and Fringe Benefits for the Project Director totaling \$45,145 as match during the current grant year. No salary and benefits will be charged to the

grant. The match provided by the partner agencies under the Contractual category will now total \$42,855. The total match remains at \$88,000.

This budget modification does not entail a change in the scope of work or in the project objectives. Form 424A and the spreadsheet included with this letter provide details regarding this modification. Thank you.

Samuel T. Biscoe
Travis County Judge

Date _____

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Targeted Grants to	93.087	\$	\$	\$ 500,000.00	\$ 88,000.00	\$ 588,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 500,000.00	\$ 88,000.00	\$ 588,000.00

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY			Total (5)
	(1)	(2)	(3)	
a. Personnel	\$	\$ 34,326.00	\$	\$ 34,326.00
b. Fringe Benefits		10,819.00		10,819.00
c. Travel	15,900.00			15,900.00
d. Equipment				0.00
e. Supplies				0.00
f. Contractual	452,100.00		42,855.00	494,955.00
g. Construction				0.00
h. Other	32,000.00			32,000.00
i. Total Direct Charges (sum of 6a-6h)	500,000.00		88,000.00	588,000.00
j. Indirect Charges				0.00
k. TOTALS (sum of 6i and 6j)	\$ 500,000.00	\$ 88,000.00	\$ 0.00	\$ 588,000.00
7. Program Income	\$	\$	\$	\$ 0.00

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BUDGET NARRATIVE CORRESPONDING TO SF424A - Section B - Budget Modification for Year One of Regional Partnership Grant			
Budget Categories	Grant Match	Description of Grant Match	Grant Funds
Personnel	\$34,326.00	TCHHSVS is covering the full cost of salary and benefits for the PIR Project Director from the hire date of February 25th, 2008 through end of the grant year.	\$0.00 Personnel in the original budget: 1) \$900 was redirected to Travel to cover daily mileage for the PIR Project Director; 2) \$22,282 was redirected to the Contractual line item to cover these costs: \$21,443 COPIA Consulting contract, \$839 for Flexible Funds; 3) \$7,500 was redirected to the Contractual line item to support the creation of a database as part of the project evaluation; 4) \$2,500 was redirected to the Contractual line item to cover the travel, meals and lodging costs of sending RPG partners to the 2008 RPG Grantees Conference in Washington DC. 5) \$6,000 was redirected to the Travel line item to cover the travel, meals and lodging costs of sending RPG partners to the 2008 RPG Grantees Conference in Washington DC. (Travis County budget rules allow for the paying of travel, meals and lodging expenses for noncounty staff without a contract as long as the Commissioners Court gives its approval. Some grant partners already have contracts that include money for travel, meals and lodging. This \$6,000 is for those partners.) TCHHSVS will cover the fringe benefit costs for the PIR Project Director. Of the \$14,883 in grant funds in Fringe Benefits in the original budget: 1) \$12,000 was redirected to the Other line item to fund additional Motivational Interviewing training; 2) \$2883 was redirected to the Contract line item for Flexible Funds.
Fringe Benefits	\$10,819.00	TCHHSVS is covering the full fringe benefit costs of the PIR Project Director from the hire date of February 25th, 2008 through end of the grant year.	\$0.00
Travel	\$0.00		\$15,900.00 1) \$6000 will be used to cover the travel, meals and lodging costs of 3 TCHHSVS employees (Project Director, Principal Investigator, Project Administrator) and 1 representative from Travis County District Court - Family Drug Treatment Court to attend the 2008 RPG Grantees Conference in Washington DC (\$1500 per person). 2) \$900 was moved from Personnel to be used to cover the daily mileage costs of the PIR Project Director to attend community meetings and partner RPG site visits. 3) \$2,000 was redirected from Travel to Contractual to cover the costs of partner agencies to attend the 2008 RPG Grantees Conference in Washington, DC. 4) \$3000 was moved from Personnel to cover the cost of 2 staff from Austin Recovery to attend the 2008 RPG Grantees Conference in Washington DC. 5) \$3000 was moved from Personnel to cover the cost of 2 staff from Child Protective Services to attend the 2008 RPG Grantees Conference in Washington, DC. 6) \$3000 was moved from the Contractual line item to pay for travel, meals and lodging for 2 staff from Foundations Communities to attend the 2008 RPG Grantees Conference. (Partner agency staff members attending the conference do not necessarily have their salaries
Equipment	\$0.00		\$0.00
Supplies	\$0.00		\$0.00

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BUDGET NARRATIVE CORRESPONDING TO SF424A - Section B - Budget Modification for Year One of Regional Partnership Grant			
Budget Categories	Grant Match	Description of Grant Match	Description of Grant Expenditures
Contractual	\$42,855.00	\$38,880 in match funds will come from the difference between the actual cost of treatment at \$205 a day and the amount charged to the grant at \$178 a day. This is based on an estimate of 16 clients completing 90 days of inpatient treatment during year one of the grant.	Project will entail the following contracts for services: 1) \$294,315 for Austin Recovery to provide substance abuse treatment services for PIR participants. (The money for Austin Recovery is paid through an existing contract with Austin/Travis County Mental Health and Mental Retardation.) This will pay for approximately 20 clients to receive 90 days of inpatient treatment from March 2008 - September 2008. This anticipates a portion of participants completing their treatment in the second year of the grant. The \$294,315 includes a 5% administrative cost (\$14,015) to the MSO (Managed Service Organization) which provides oversight and quality assurance for the services from Austin Recovery. (The MSO also oversees the spending of the Flexible Funds.) (The treatment dollars are a critical piece of the project design allowing for up to 90 days of in-patient treatment for enrolled participants.)
		\$3,975 in match funds will come from the difference between the market rate for the cost of housing and the subsidized rate provided by Foundation Communities. This is based on an estimated 4 to 6 participants utilizing housing support from Foundation Communities in year one of the grant.	2) \$15,000 to fund a portion of a Case Manager salary to support PIR participants who utilize housing support through Foundation Communities. (The housing contract is an essential service to the PIR design and facilitates housing support for enrolled participants upon reintegration into the community.)
			3) \$23,722 is designated as Flexible Funds (The \$20,000 for Flexible Funds in the original budget was supplemented with \$2,883 from Fringe Benefits and \$839 from Personnel). Flexible funds provide individualized supports for parents reintegrating into the community after completing treatment. \$38,620 is for housing subsidies for parents reintegrating into the community after completing treatment. (Each of these budget expenditures are core elements of the PIR design. The Flexible Funds facilitate access to funds to remove the individual barriers each participant may face in reintegrating into the community. The funds will be expended in a variety of ways and will be utilized as last resort funds when no other community resources can be accessed or identified. Examples of these supports are child care, specialized therapy, outstanding utility or housing debt, housing start-up costs, payment for medication. The housing subsidy will allow the grant to cover the cost of gaps in funding either due to the participant's income and/or eligibility status with other funding sources. This will ensure that the participant is able to transition into the community.)
			4) \$59,000 for project evaluator (costs include project evaluation, creation of database and travel, meals and lodging for the 2008 RPG Grantees Conference in Washington, DC.) (Evaluation and travel to the RPG conference for the evaluator is required by the grant. The database will facilitate accurate data entry by designated partners, more easily allow for oversight and management, and have the capacity to produce locally needed reports. Additionally, this will support the evaluator's task of complying with grant reporting requirements.)
Construction	\$0.00		6) \$21,443 for COPHA Consulting, a local firm, which provided grant start-up and implementation services, such as a logo and branding strategy for the project, attended numerous meetings with project partners to design flow charts showing a client's movement through PIR, and developed the initial draft of a policies and procedures manual, in lieu of a Project Director for the first 4.5 months of year one. The Project Director took over these responsibilities starting February 25, 2008. The \$21,443 also includes travel, meals and lodging costs from attending the November 2007 RPG Grantees Conference and the completion of program tools. (These supports were necessary to ensure that the program design was implemented by the second quarter of the grant year.)
	\$0.00		

60

BUDGET NARRATIVE CORRESPONDING TO SF424A - Section B - Budget Modification for Year One of Regional Partnership Grant			
Budget Categories	Grant Match	Description of Grant Match	Description of Grant Expenditures
Other	\$0.00		7) \$20,000 for session one of Motivational Interviewing (MI) training that was completed in December 2007 with follow-up training occurring throughout the grant year. 8) \$12,000 was placed in the Other category from Fringe Benefits to fund an additional Motivational Interviewing training to be initiated in September 2008 for 10 to 14 participants of the RPG partners. (The additional MI training will ensure that all direct service providers to PIR clients receive the training by end of grant year one. This will improve the staff's ability to collaborate across systems as they will have a common language and experience in MI.) (\$50,000 for project evaluation was moved to the Contractual category to be in compliance with grant budget rules)
TOTAL:	\$88,000.00		\$500,000.00

Travis County Commissioners Court Agenda Request

Voting Session May 13, 2008
(Date)

Work Session _____
(Date)

I. Request:

Request made by: Alicia Perez, Executive Manager Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

- A. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$690,116.68, for the period of April 25, 2008 to May 1, 2008.
- B. Review and approve an increase to the Reimbursement Privilege Cost at JPMorgan Chase Bank in the amount of \$565,043.26, per section 12.3 of Travis County's contract with United Health Care.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Christian Smith	854-9465

III. Required Authorizations: Checked if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)

A. Weekly Reimbursement

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: May 13, 2008

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: April 25, 2008 to May 1, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$690,116.68

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$690,116.68

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
APRIL 25, 2008 TO MAY 1, 2008**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Notification of amount of request from United Health Care (UHC).**
- Page 3. Last page of the UHC Check Register for the Week.**
- Page 4. List of payments deemed not reimbursable.**
- Page 5. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 13, 2008
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: April 25, 2008
 TO: May 1, 2008

REIMBURSEMENT REQUESTED: \$ 690,116.68

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,048,608.47
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 6, 2008	\$	(358,491.96)
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	690,116.68
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	690,116.68

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

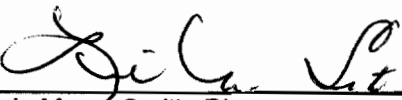
All claims over \$25,000 (1 this week totaling \$30,900.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$99,452.59) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$18,417.42.

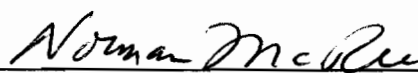
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 5/6/08
 Linda Moore Smith, Director Date

 5-6-08
 Dan Mansour, Risk Manager Date

 5-6-08
 Cindy Purinton, Benefit Contract Administrator Date

 5/6/08
 Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

TO: NORMAN MCREE
 FAX NUMBER: (512) 854-3128
 PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-05-02 REQUEST AMOUNT: \$1,048,608.47

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021
 FUNDING ADVISE FREQUENCY: DAILY
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-05-01	\$407,196.40
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,373,674.74
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$966,478.34
+ CURRENT DAY NET CHARGE:	\$82,130.13
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,048,608.47

ACTIVITY FOR WORK DAY: 2008-04-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$348,236.83	\$00.00	\$348,236.83
5972	\$43.39	\$00.00	\$43.39
TOTAL:	\$348,280.22	\$00.00	\$348,280.22

ACTIVITY FOR WORK DAY: 2008-04-28

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$71,434.68	\$00.00	\$71,434.68

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_05_01

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-177.77	NN	1889834	AA	5	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-184.16	NN	1861806	AE	8	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-196.32	NN	1934510	AE	5	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-209.68	NN	1934497	AH	9	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-216.07	NN	1770275	AA	5	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-217.1	NN	1877039	AH	1	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-223.53	NN	1891138	AH	1	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-233.81	NN	1905336	AH	9	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-238.54	NN	1887400	AE	6	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-261.9	UT	71141521	AH	4	4/22/2008	50	4/28/2008	5/1/2008
701254	632	-265.57	NN	1887422	A	11	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-406.56	NN	1858344	AH	6	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-430.14	NN	944031	AI	2	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-682.2	UT	74061631	AA	1	4/24/2008	50	4/30/2008	5/1/2008
701254	632	-768.01	UT	51734575	AA	1	4/23/2008	50	4/29/2008	5/1/2008
701254	632	-832.62	Q2	11650351	AH	1	4/24/2008	50	4/28/2008	5/1/2008
701254	632	-1812.5	NN	944030	AI	2	5/1/2008	200	4/28/2008	5/1/2008
701254	632	-1959.3	UU	17267041	AH	1	4/24/2008	50	5/1/2008	5/1/2008
701254	632	-3107.6	UT	69165191	AA	1	4/25/2008	50	5/1/2008	5/1/2008

690,116.68

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/01/2008

CONTR #	TRANS_AMT	SRS	CHK #	GRP	ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

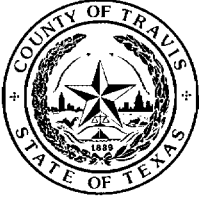
Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/1/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	91,434.38
	RD	
	526-1145-522.45-28	87.81
	RR	
	526-1145-522.45-29	19,381.65
Total CEPO		\$110,903.84
EPO		
	EE	
	526-1145-522.45-20	134,428.61
	RR	
	526-1145-522.45-21	36,026.05
Total EPO		\$170,454.66
PPO		
	EE	
	526-1145-522.45-25	367,123.76
	RR	
	526-1145-522.45-26	41,634.42
Total PPO		\$408,758.18
Grand Total		\$690,116.68


B. Reimbursement Privilege Cost

**(Amount pre-funded to pay claims
pending reimbursement)**



TRAVIS COUNTY ADMINISTRATIVE OPERATIONS
Alicia Perez, Executive Manager

314 West 11th Street, Suite 535 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9343 Fax: 854-9542

Date: May 8, 2008
To: Commissioners Court
From: Alicia Perez, Executive Manager, Administrative Operations 
Subject: Agenda Item #5.B – United Healthcare
Reimbursement Privilege Cost Account Increase

The Reimbursement Privilege Cost (RPC) was contractually established and agreed to in October 2001. The RPC was necessary as a means for United Healthcare (UHC) to access funds to pay Plan Benefits and to maintain a fund balance to avoid claim payment disruption.

The initial funding arrangement included a minimum fund balance to cover 15 days of claim payments. As time progressed, it became apparent that 15 days of funding was inadequate to maintain claim payments. UHC Contract Modification #3 dated Sept. 8, 2003 streamlined the formula to adjust the RPC balance, and increased the minimum funding balance to cover 17 days of claim payments.

Item B in this week's reimbursement request includes an increase in the RPC fund consistent with the formula outlined in Modification #3. Increasing the RPC fund is necessary to maintain a fund balance for 17 days of claim payments. Court approval of item 5.B today is all that is necessary to direct staff to increase the RPC fund amount; no additional contract modification is required.

Please contact Risk & Benefits Manager Dan Mansour with any questions regarding the RPC arrangement. His extension is 49499. Thank you.

cc: Linda Moore Smith, Director, HRMD
Dan Mansour, Risk & Benefits Manager, HRMD

Calculation of Reimbursement Privilege Cost per Contract

Travis County Payments by Month				
UnitedHealthcare Book-of-Business (BOB) Medical Trend =		13%		
UnitedHealthcare BOB Pharmacy Trend =		13%		
Reimbursement Privilege Cost Calculation				
Estimated Medical Claims = Paid Medical Claims for Previous 12 Months X Medical Trend BOB				
Estimated Medical Claims =	\$22,543,577	X	1.13	= \$25,474,242
Daily Estimated Medical Claims = Estimated Medical Claims / 360 = \$70,762				
Daily Estimated Medical Claims X 17 Days = \$1,202,950.3				
Estimated Pharmacy Claims = Paid Pharmacy Claims for previous 12 Months X Pharmacy trend BOB				
Estimated Pharmacy Claims =	\$6,511,216	X	1.13	= \$7,357,674
10% of Pharmacy Claims expected to be paid in one year = Estimated Pharmacy Claims X 10% = \$735,767.41				
Total Reimbursement Privilege Cost = 17 Days Estimated Medical Expense + 10% Estimated Annual Pharmacy Expense				
Total Reimbursement Privilege Cost = \$1,938,718				
Current Amount \$ (1,373,674.74)				
Amount of Increase To Be Funded		\$ 565,043.26		

Benefit Type Category	Book Year Month	Medical Payments	Managed Pharmacy Payments	Total Payments	
Administrative Services Only	Medical Benefit	2007-04	\$1,845,338	\$0	\$1,845,338
Administrative Services Only	Medical Benefit	2007-05	\$1,324,995	\$0	\$1,324,995
Administrative Services Only	Medical Benefit	2007-06	\$1,723,802	\$0	\$1,723,802
Administrative Services Only	Medical Benefit	2007-07	\$1,754,565	\$0	\$1,754,565
Administrative Services Only	Medical Benefit	2007-08	\$1,862,106	\$0	\$1,862,106
Administrative Services Only	Medical Benefit	2007-09	\$1,904,331	\$0	\$1,904,331
Administrative Services Only	Medical Benefit	2007-10	\$2,011,229	\$0	\$2,011,229
Administrative Services Only	Medical Benefit	2007-11	\$1,497,710	\$0	\$1,497,710
Administrative Services Only	Medical Benefit	2007-12	\$1,693,533	\$0	\$1,693,533
Administrative Services Only	Medical Benefit	2008-01	\$2,291,635	\$0	\$2,291,635
Administrative Services Only	Medical Benefit	2008-02	\$2,518,411	\$0	\$2,518,411
Administrative Services Only	Medical Benefit	2008-03	\$2,115,922	\$0	\$2,115,922
Administrative Services Only	Medical Benefit	Total	\$22,543,577	\$0	\$22,543,576
Administrative Services Only	Managed Pharmacy Benefit	2007-04	\$0	\$473,063	\$473,063
Administrative Services Only	Managed Pharmacy Benefit	2007-05	\$0	\$498,252	\$498,252
Administrative Services Only	Managed Pharmacy Benefit	2007-06	\$0	\$476,003	\$476,003
Administrative Services Only	Managed Pharmacy Benefit	2007-07	\$0	\$487,608	\$487,608
Administrative Services Only	Managed Pharmacy Benefit	2007-08	\$0	\$728,710	\$728,710
Administrative Services Only	Managed Pharmacy Benefit	2007-09	\$0	\$505,397	\$505,397
Administrative Services Only	Managed Pharmacy Benefit	2007-10	\$0	\$480,018	\$480,018
Administrative Services Only	Managed Pharmacy Benefit	2007-11	\$0	\$517,163	\$517,163
Administrative Services Only	Managed Pharmacy Benefit	2007-12	\$0	\$508,511	\$508,511
Administrative Services Only	Managed Pharmacy Benefit	2008-01	\$0	\$765,065	\$765,065
Administrative Services Only	Managed Pharmacy Benefit	2008-02	\$0	\$555,714	\$555,714
Administrative Services Only	Managed Pharmacy Benefit	2008-03	\$0	\$515,712	\$515,712
Administrative Services Only	Managed Pharmacy Benefit	Total	\$0	\$6,511,216	\$6,511,215
ISL Reimbursements	Medical Benefit	2007-04	\$101,784	\$0	\$101,784
ISL Reimbursements	Medical Benefit	2007-05	\$236,138	\$0	\$236,138
ISL Reimbursements	Medical Benefit	2007-06	\$126,842	\$0	\$126,842
ISL Reimbursements	Medical Benefit	2007-07	\$111,083	\$0	\$111,083
ISL Reimbursements	Medical Benefit	2007-08	\$215,020	\$0	\$215,020
ISL Reimbursements	Medical Benefit	2007-09	\$267,864	\$0	\$267,864
ISL Reimbursements	Medical Benefit	2007-10	\$50,245	\$0	\$50,245
ISL Reimbursements	Medical Benefit	2007-11	(\$459)	\$0	(\$459)
ISL Reimbursements	Medical Benefit	2008-01	(\$4,776)	\$0	(\$4,776)
ISL Reimbursements	Medical Benefit	2008-03	\$177,695	\$0	\$177,695
ISL Reimbursements	Medical Benefit	Total	\$1,301,447	\$0	\$1,301,447

Report Filter:
 Benefit Type Category Include (Medical Benefit , Managed Pharmacy Benefit , Dental Benefit , Vision Benefit)
 and
 Policy Number Include 701254)
 and
 Book Year/Month Include (2008-03, 2008-02, 2008-01, 2007-12, 2007-11, 2007-10, 2007-09, 2007-08, 2007-07, 2007-06, 2007-05, 2007-04)

6

Travis County Commissioners Court Agenda Request

Voting Session 5/13/08
(Date)

Work Session _____
(Date)

I. Request made by:

Alicia Perez, **Executive Manager, Administrative Operations** Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

Approved by: _____
Signature of Commissioner(s) or County Judge

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

May 13, 2008

ITEM # :

DATE: May 2, 2008

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

If you have any questions or comments, please contact me.

LMS/LAS/clr

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Juvenile Court	13	Health Services Supv	22 / Level 6 / \$63,980.80	22 / Level 6 / \$63,980.80
Juvenile Court	413	Juvenile Detention Ofcr I* **	11 / Minimum / \$25,773.07	11 / Minimum / \$25,773.07
Juvenile Court	476	Juvenile Res Trt Ofcr I**	11 / Level 4 / \$28,870.40	11 / Level 4 / \$28,870.40
Juvenile Court	477	Juvenile Res Trt Ofcr I* **	11 / Level 1 / \$26,540.80	11 / Level 1 / \$26,540.80
PBO	1	Exec Mgr – Plng & Budg	32 / \$137,000.00	32 / \$137,000.00
Sheriff	1413	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
TNR	266	Road Maint Worker	8 / Level 3 / \$22,900.80	8 / Level 3 / \$22,900.80
TNR	491	Engineering Spec Sr	19 / \$52,208.80	19 / \$52,208.80
TNR	520	Road Maint Worker	8 / Level 2 / \$22,276.80	8 / Level 2 / \$22,276.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20332	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20336	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	50051	Office Asst	8 / \$10.45	8 / \$10.45	05
HHS	50027	Interpreter Sign Lang I	16 / \$18.00	16 / \$18.00	05
HHS	50055	Interpreter Sign Lang II	18 / \$20.00	18 / \$20.00	05
HHS	50065	Office Asst	8 / \$10.10	8 / \$10.10	05
Juvenile Court	50301	Cook	8 / \$10.10	8 / \$10.10	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
TNR	20066	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20067	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20069	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20070	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	50059	School Crossing Guard I	5 / \$10.00	5 / \$10.00	05

****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	198	Cadet / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	277	Corrections Officer / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	435	Corrections Officer / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	638	Corrections Officer / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	859	Cadet / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1386	Cadet / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1458	Deputy Sheriff Law Enforcement / Grd 72	Deputy Sheriff Sr Law Enforcement / Grd 74	\$47,322.91	\$51,307.98	Career Ladder. Peace Officer Pay Scale (POPS).

**PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY
REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 1	Slot 6 / Court Clerk I / Grd 13 / \$31,144.49	Constable 1	Slot 6 / Court Clerk I / Grd 13 / \$33,144.49	Salary adjustment. Pay is between min and midpoint of pay grade.
Constable 1	Slot 20 / Court Clerk I* / Grd 13 / \$30,551.26	Constable 1	Slot 20 / Court Clerk I* / Grd 13 / \$32,551.26	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 507 / Juvenile Probation Ofcr II* / Grd 14 / \$38,535.12	Juvenile Court	Slot 393 / Juvenile Shift Supv / Grd 17 / \$44,315.38	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 299 / Corrections Officer Sr / Grd 83 / \$45,374.99	Sheriff	Slot 242 / Corrections Officer Sr* / Grd 83 / \$45,374.99	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 376 / Deputy Sheriff Law Enforcement* / Grd 72 / \$56,554.99	Sheriff	Slot 582 / Deputy Sheriff Law Enforcement / Grd 72 / \$56,554.99	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 592 / Deputy Sheriff Law Enforcement* / Grd 72 / \$56,554.99	Sheriff	Slot 1137 / Cert Peace Officer Sr / Grd 84 / \$59,064.10	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 822 / Security Coord* / Grd 12 / \$27,573.10	Sheriff	Slot 1665 / Security Coord / Grd 12 / \$27,573.10	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1137 / Cert Peace Officer Sr / Grd 84 / \$51,889.97	Sheriff	Slot 1320 / Cert Peace Officer Sr / Grd 84 / \$51,889.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

*** Actual vs Authorized**

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1539 / Security Coord / Grd 12 / \$31,488.84	Sheriff	Slot 754 / Office Specialist Sr / Grd 12 / \$31,488.84	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 1693 / Deputy Sheriff Law Enforcement / Grd 72 / \$57,686.93	Sheriff	Slot 127 / Deputy Sheriff Law Enforcement / Grd 72 / \$57,686.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1694 / Deputy Sheriff Law Enforcement / Grd 72 / \$54,358.93	Sheriff	Slot 206 / Deputy Sheriff Law Enforcement / Grd 72 / \$54,358.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1695 / Deputy Sheriff Law Enforcement / Grd 72 / \$49,235.06	Sheriff	Slot 376 / Deputy Sheriff Law Enforcement / Grd 72 / \$49,235.06	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 92 / Tax Specialist I / Grd 12 / Full-time \$29,036.70	Tax Collector	Slot 142 / Tax Specialist I / Grd 12 / Part-time \$14,518.35	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. Status changed from full-time to part-time (40 hrs to 20 hrs). Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Tax Collector	Slot 108 / Tax Specialist I* / Grd 12 / \$32,255.53	Tax Collector	Slot 108 / Tax Specialist II / Grd 14 / \$32,255.53	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 146 / Accountant Assoc / Grd 13 / \$36,722.17	TNR	Slot 91 / Accountant / Grd 16 / \$39,374.40	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 154 / Equipment Operator Sr / Grd 11 / \$32,732.89	TNR	Slot 92 / Equipment Operator / Grd 10 / \$31,096.00	Employee demoted from pay grade 11 to 10. HRMD reviewed supporting documents. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

7

**TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

Voting Session: May 13, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM A TXDOT CONTRACTOR FOR RIGHT OF ENTRY TO PERFORM SURVEY AT COUNTY OWNED PROPERTY IN EAST AUSTIN.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, Assistant County Attorney
Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department

III. Required Authorizations: Please check if applicable.

 Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item
 Grant

 Human Resources Department (854-9165)
 Change in your department's personnel (reorganization, restructuring etc.)

 Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

 X County Attorney's Office (854-9415)
 Contract, Agreement, Policy & Procedure



FACILITIES MANAGEMENT DEPARTMENT

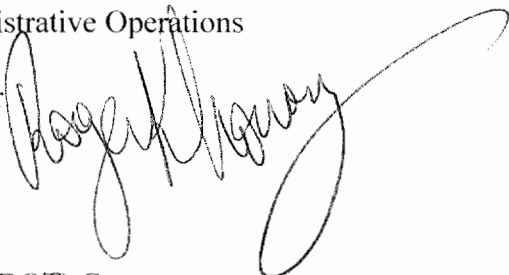
Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

FROM: Roger A. El Khoury, M.S., P.E., Director 

DATE: May 5, 2008

SUBJECT: Right of Entry for Design Survey
Texas Department of Transportation (TxDOT) Contractor

Proposed Motion:

Consider and take appropriate action on request from a TxDOT contractor for right of entry to perform survey at County owned property in East Austin.

Summary and Staff Recommendation:

Facilities Management Department recommends approval of a request from Surveying and Mapping, Inc., (SAM) a TxDOT contractor, for a right-of-entry permit for the County owned property located at 5700 Tracor Lane. SAM indicates they are under contract to TxDOT to perform a design survey along US 183 south of FM 969. Contractor indicates that they will enter the property from the US 183 side only and would not approach the facility. This is the same facility that the Court approved a separate right-of-entry permit for archeological evaluation on April 15, 2008. Mr. Keith Taylor with TxDOT indicates that this should be the only other right-of-entry request for this location prior to construction of improvements to the highway.

Budgetary and Fiscal Impact:

None.

Background:

Facilities Management Department received the letter from SAM, Inc., requesting the right-of-way permit on April 22, 2008.

Required Authorizations:

County Attorney: John Hille, Jr., Assistant County Attorney
Planning and Budget: N/A
Purchasing: N/A

Attachments:

1. SAM, Inc., Request for Right-of-Entry, April 21, 2008



5508 West Highway 290, Building B, Austin, Texas 78735
Ofc 512.447.0575 Fax 512.326.3029
sam@saminc.biz www.saminc.biz

TRAVIS COUNTY - FMD
RECEIVED

APR 22 2008

INITIAL

Request for Right-of-Entry

Date: April 21, 2008

US 183- Travis County

Project #: 27104-24

CSJ: 0151-09-036

Owner's Name: Travis County c/o Mr. Roger A. El Khoury, Director of Facilities Management

Owner's Address: 1010 Lavaca Street, Suite 400, Austin, Texas 78701

Tract Description: TCAD ID Ref. No. 0212250101

Surveying And Mapping, Inc. representing The Texas Department of Transportation (TxDOT), is currently performing a design survey along US 183 south of FM 969. We are requesting your permission to allow our survey field crew access to that portion of the property adjoining the US 183 right of way to perform this survey. This survey work will consist primarily of obtaining topographic survey data of that area as shown on the attached map and we plan to access the area from US 183 only. We would appreciate you faxing us a copy of your signed authorization at 512-326-3029 before you mail the original. We have also enclosed a copy of this letter for you to keep for your records. Every effort will be made by Surveying And Mapping, Inc. to meet your special requirements.

If you have any questions, please feel free to call me or Greg Estes at SAM, Inc., 512-447-0575 or Mr. Keith Taylor of the TxDOT Austin Central Design Office at 512-832-7063. After completing the enclosed form, please return it to Surveying And Mapping, Inc. in the enclosed self-addressed, stamped envelope.

Thank you for your cooperation.

Sincerely,

Robert J. Roy, R.P.L.S.
Project Manager

Enclosures

Permission is hereby granted for uses and purposes herein described subject to remuneration for physical damages actually done by Surveying And Mapping, Inc. Damages must be submitted in writing to Surveying And Mapping, Inc. within 30 calendar days of date of occurrence.

Owner's Signature _____ Date _____

Telephone No. _____

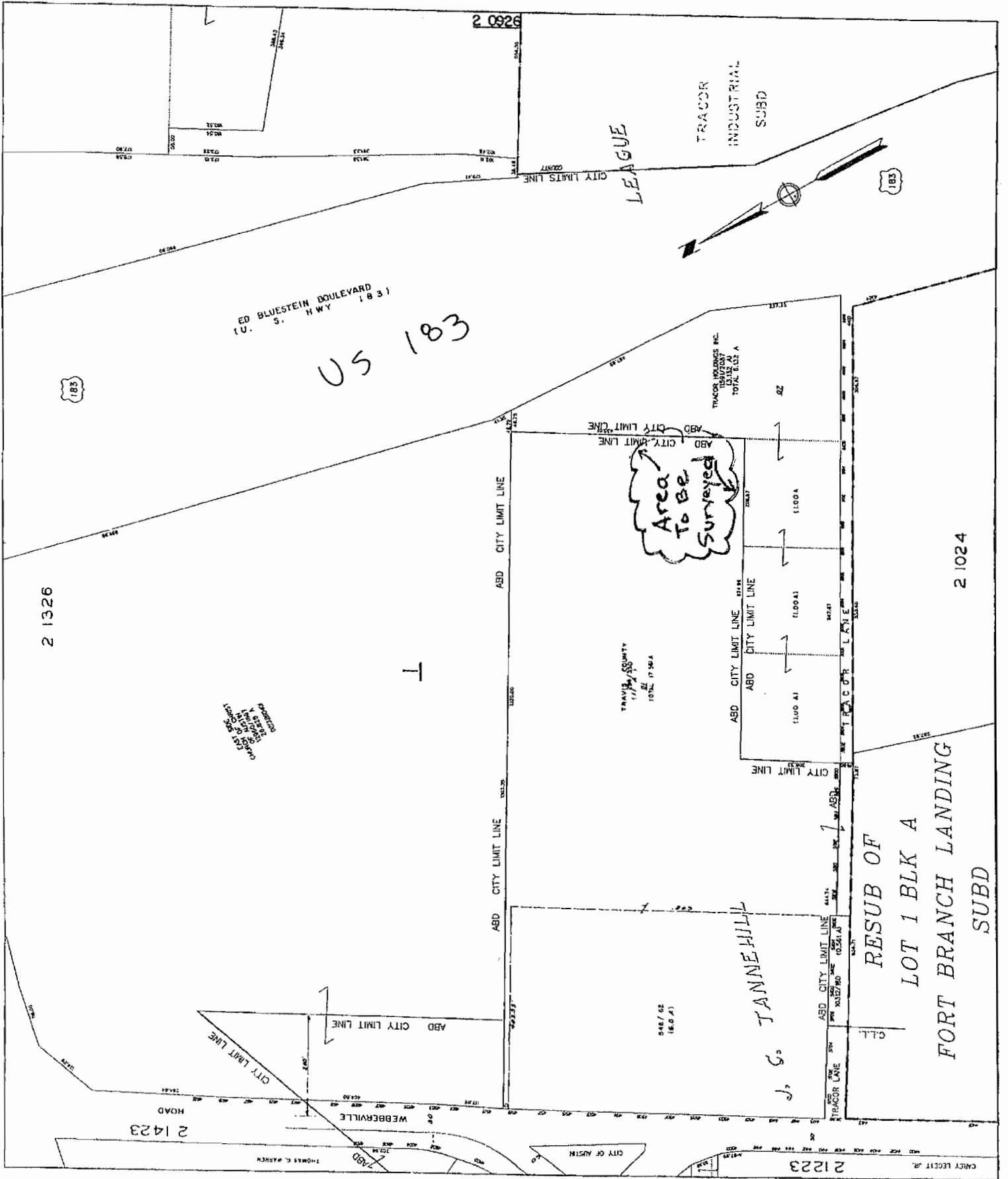
Special Comments, Instructions, Lessors or Tenants Names, Address and Phone Number:

APPROVED BY
AUSTRI COMPANY COLLEGE
AUSTIN, SD
CITY OF AUSTIN
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
Internet Address WWW.TRAVISCAD.ORG
8314 Cross Park Drive
Austin, TX 78754
P.O. Box 148012
Austin, TX 78714
Main Telephone Number (512)834-9317
Appraisal Information (512)834-9328
Fax Number (512)835-5371

SCALE
1" = 400'

MAP NO.
2 1225



Travis County Commissioners Court Agenda Request

Voting Session _____
(Date)

I. Request

A. Request made by: Alicia Perez, Executive Manager Administrative Operations
Phone # 854-9343

B. Requested text:

Consider and take appropriate action regarding the following liability claim recommendation:

A. John Ivy - Deny

C. Approved by:

(Signature of Commissioner or County Judge)

II. Additional Information

A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).

List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

- Alicia Perez, 854-9343
- Sherine Thomas, 854-9415
- Susan Spataro, 854-9125
- Joe Gieselman, 854-9373

III. Required Authorizations: Please check if applicable:

- _____ **Planning and Budget Office (854-9106)**
- _____ **Human Resources Management Department (854-9165)**
- _____ **Purchasing Office (854-9700)**
- _____ **County Attorney's Office (854-9415)**

A

RECOMMENDATION FOR DENIAL

Jmw
5/16/08

DATE: 5-6-08 (pages 1-3)
COUNTY DEPARTMENT: TNR
CLAIM NUMBER: L08494101225001
THIRD PARTY CLAIMANT: John Ivy
DATE OF INCIDENT: 3/22/08
LOCATION OF INCIDENT: Lohmans Ford Road
PROPERTY DAMAGE: 2005 Acura/\$1,026.07

DESCRIPTION OF INCIDENT: On March 22, 2008, claimant was traveling north on Lohmans Ford Road when he struck a pothole on the edge of the roadway, damaging the front and back passenger side tires and wheels. Claimant submitted receipts for tire and wheel replacement and one day's vehicle rental totaling \$1,026.07. Claimant originally advised he was going about 50mph but later stated he was going much slower because he was looking at property and other cars were passing him.

RECOMMENDATIONS: Risk Management has reviewed the claim submitted and is recommending denial of Mr. Ivy's claim based on the following reasons.

- Travis County has governmental immunity for property damage not caused by a motor driven vehicle or equipment.
- TNR dispatch call logs have no record of previous notice of the pothole and once notified, the pothole was repaired timely.
- Pictures of the road indicate the pothole was outside the white line (page #3).
- Discrepancy in claimant's stated speed.

Mr. Ivy lives in Sugarland, Texas and will be unable to attend the Commissioners Court session in person. He has provided a written appeal (page #2), in which he asks the Commissioners Court to consider his claim.

RISK SPECIALIST: Donna P. Stirman

COUNTY'S RECOMMENDATIONS: The Risk Manager has reviewed the claim submitted and concurs with the findings of the risk specialist and recommends this claim be denied. The claim submitted offers no evidence the damage was caused by a negligent act on the part of the county or its employees.

John P. Ivy, CPA
1364 Creekford Circle
Sugar Land, Texas 77478
281-491 1998

08 APR 25 PM 1:57
PERSONNEL

April 24, 2008

Travis County Risk Management
Attn: Dan Mansour, Risk & Benefits Manager
P.O. Box 1748
Austin, TX 78767

Date of Incident March 22, 2008

Commissioners Court:

Dears Sirs or Madams:

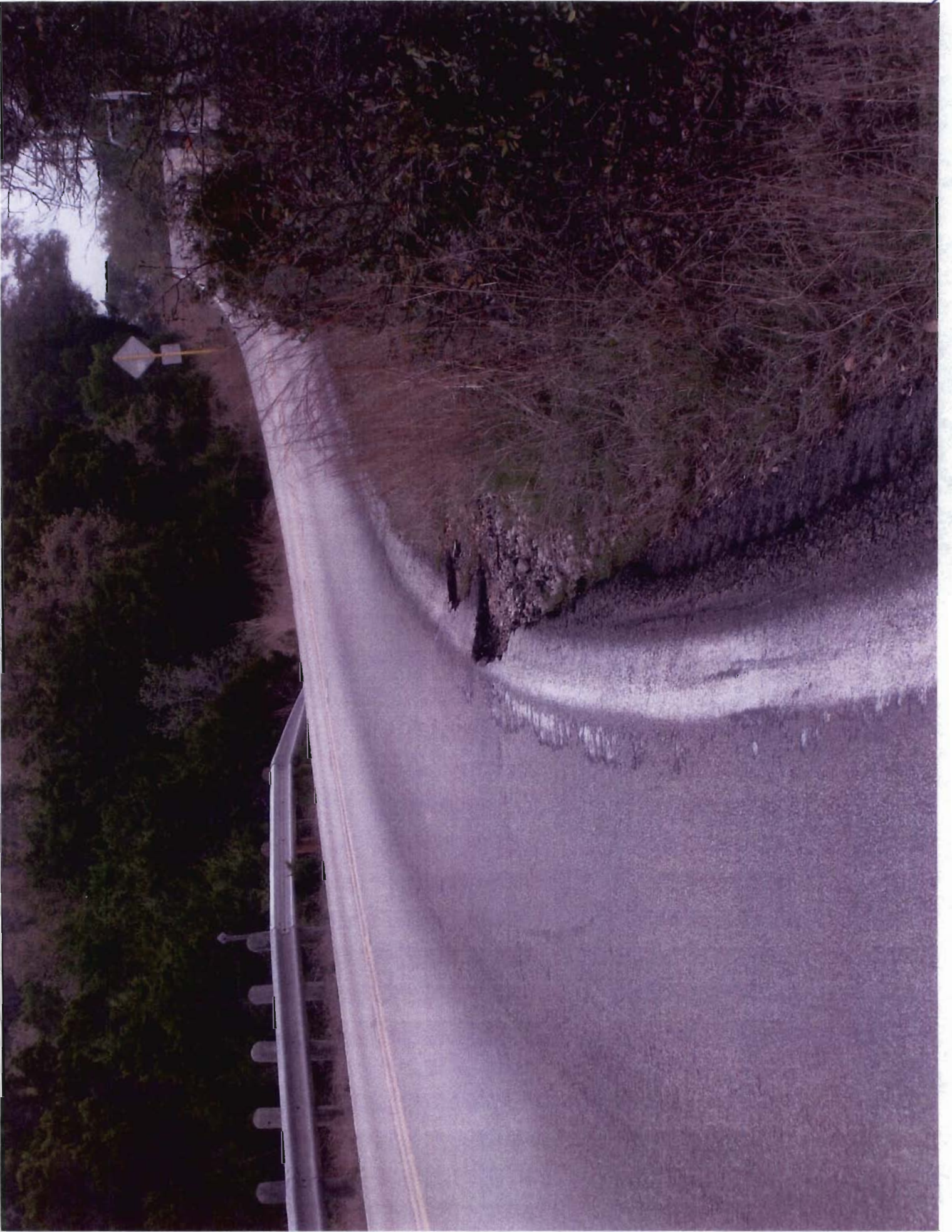
I have submitted a claim for \$1026.07 for two wheels and two tires destroyed on Lohman Ford Road. The damage was caused by a road that was not properly maintained.

Without giving much thought, I originally stated a speed of 50 mph, but I was driving slow enough to point out property on both sides of the road to my family. I know that I was passed by other drivers, so I am confident I was not exceeding the speed limit and my speed was not the cause of the damage. I do not feel that being the first to make a report should limit my recovery. You have identified the large and deep hole, which has eliminated the white line and asphalt to the outside. This is a winding and narrow road, which can cause someone to touch the white line and slide in a hole. There should always be a safe transition from the road, through the white line, to the road side at any time.

I am unemployed and have sustained damages due to this road, and I am respectfully asking for reimbursement.

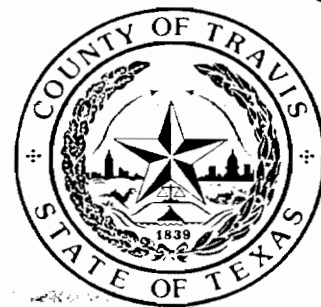
Sincerely,


John P. Ivy



TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

9



VOTING SESSION: May 13, 2008

I. Request made by: Roger Jefferies, Executive Manager, JPS *RJ*
Requested topic: Receive briefing on Travis County's DWI Court
Approved by: Commissioner Gomez
(Signature of Commissioner or Judge)

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
Judge Elisabeth Earle, County Court #7
Geraldine Nagy, Director, Adult Probation
Kimberly Pierce, CJP, Manager

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

Human Resources Department (854-9165)

- Change in your department's personnel (reorganization, restructuring, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE:

All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 p.m. on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting

AGENDA REQUEST INFORMATION:

Session/Date: Voting Session: May 13, 2008

Requested Action: RECEIVE BRIEFING ON THE NEWLY CREATED DWI COURT PROGRAM IN TRAVIS COUNTY.

PROGRAMMATIC INFORMATION:

Points of Contact for additional information: Roger Jefferies, Executive Manager, J&PS, Kimberly Pierce, Criminal Justice Planning Manager; Judge Elisabeth Earle; Geraldine Nagy, Director, Travis County Adult Probation

Summary of Program Objective/Staff Recommendation: During 2006, County officials recognized the growing number of DWI arrests in Travis County and began to meet to discuss the reasons for the increase and plans for a response. Taking a proactive stance permitted staff ample time for the planning and design of a specialized court docket. Following the passage of HB 530 during the 80th Texas Legislature (requiring counties with a population of 200,000 or more create a DWI Court), the Travis County's DWI Court Steering Committee was formed. Staff attended a statewide DWI Court Conference in Austin, Texas in July 2007, visited the Williamson County DWI Court and continues to meet on a regular basis as a planning body. The operation of the DWI Court will be under the oversight of Travis County Adult Probation with Judge Elisabeth Earle, County Court at Law #7, presiding.

The Driving While Intoxicated (DWI) Court is, by design, a court-sanctioned program to supervise adult offenders arrested for a 2nd or subsequent DWI within two years of their 1st arrest or conviction, whose cases do not involve victims, and who have no other unresolved pending cases. The DWI Court will demand offender accountability through judicial monitoring, mandatory treatment, and intensive supervision. Placement into the DWI Court Program follows a screening process coordinated by the DWI Court Team Supervising Probation Officer. Clients may enter the program after approval by initial court placement or through subsequent placement after the client is already on supervision, through a court-approved modification.

The DWI Court is a comprehensive twelve-month program which may be extended as needed and will be reviewed on a case-by-case basis. The goals set forth include (but are not limited to) community protection, maintaining an alcohol and drug free lifestyle for the offender through treatment and education, and the reduction in recidivism regarding alcohol-related crimes.

The implementation of Travis County's DWI Court is being internally funded and strives to serve 40-50 probationers at a time. The DWI Court officially began staffing cases for entry into the program on April 2, 2008. Attached is Travis County's DWI Court Overview.

Business Opportunities/Impacts: None.



DWI Court Overview

- ↓ **Target population:** DWI offenders 17 years and older who are residents of Travis County or an adjacent county, who have been arrested for a 2nd or subsequent DWI within 2 years of their 1st arrest or conviction, whose cases do not involve victims, and who have no other unresolved pending cases (*offenders with violent criminal histories will generally not be eligible to participate*).
- ↓ **Program enrollment:** CES will conduct a substance abuse assessment on potential program participants, and refer offender to DWI Court Team to conduct an intake staffing. If offender appears to be a good candidate, Team will make a recommendation to the Judge to place the offender in the DWI Court as a condition of Misdemeanor probation.
- ↓ **Program Fee:** Participants accepted into program will be assessed a one time \$500 program fee.
- ↓ **DWI Court Program:** The program will consist of three phases, with the entire program lasting a minimum of 12 months, and will include the following activities:
 1. Treatment: Outpatient substance abuse individual/group sessions to address substance abuse dependency issues. Relapse track also included for participants who relapse.
 2. Judicial Oversight: Regular court appearances for progress review.
 3. Case management: Regular office visits with a probation officer to monitor program compliance such as attendance at mandated classes, cognitive classes and support groups to help sustain substance abuse recovery efforts.
 4. Alcohol/drug testing: Random testing to insure abstinence.
- ↓ **Incentives:** Incentives will be incorporated into the program, and as the participant successfully progresses through the phases, frequency of reporting requirements may be decreased. Sanctions will also be included to address issues of non-compliance with Court requirements.
- ↓ **Program completion:** Participants will graduate from the DWI Court Program after successfully completing all three phases. Successful completion will occur after a minimum of 12 months and will include maintaining sobriety, regularly attending court, participation in a structured aftercare program, and obtaining verifiable employment. Successful completion will also result in successful discharge from their term of community supervision.



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

10

Approved by: _____

Cyd V. Grimes 5/5/08 MB

Voting Session: Tuesday, May 13, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07K00135LP, EAST METRO PARK – PHASE II, JOURNEYMAN CONSTRUCTION. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR: Joseph P. Gieselman, Executive Manager,
Roger Schuck, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- TNR requests the approval of change order number four (4) for the above contract. This modification is required for additional electrical work that will provide additional conduit and wiring needed to complete Phase 2 electrical. The additional plumbing work includes upgrading septic pumps and controls and redesigning field dosing lines for code compliance. The increase in sidewalks and concrete flatwork was due to bid proposal quantity errors, which resulted in item overruns. The changes will increase the contract by \$107,194.29, from \$2,874,411.73 to \$2,981,606.02.
- TNR with Purchasing's concurrence recommends approval of Change Order No. 4.
- **Contract Expenditures:** Within the last 12 months \$2,724,448.38 has been spent against this contract.
 Not applicable
- **Contract-Related Information:**
 - Award Amount: \$2,802,488.75
 - Contract Type: Construction
 - Contract Period: Through completion

Contract Modification Information:

Modification Amount: \$107,194.29 (Firm Amount)

Modification Type: Construction

Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: N/A

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 438525
- Funding Account: 470-494-5809-8120
- Comments: Purchase Order No. 366284

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.
- Not Applicable



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

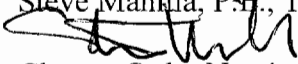
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

DATE: February 22, 2008

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

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


SUBJECT: Change Order No. 4 to Contract #07K00135LP
Journeyman Construction, L.P.
East Metro Park Phase 2

The following information is presented for your use in preparing an agenda item to approve Change Order No.4 to construction contract for the East Metro Park Phase 2 improvements. TNR Financial Services will provide a separate memo indicating the requisition number to be used for this change order

Summary and Staff Recommendation:

This Change Order is for additional electrical work and septic system modification due to field conditions and field quantities increases in sidewalks and concrete flatwork work and embankment. This additional work will increase Journeyman's contract amount by \$107,194.21. The additional electrical work will provide additional conduit and wiring needed to complete Phase 2 electrical. The additional plumbing work includes upgrading septic pumps and controls and redesigning field dosing lines for code compliance. The increase in sidewalks and concrete flatwork was due to bid proposal quantity errors. TNR recommends approval of Change Order No. 4.

Budgetary and Fiscal Impact:

The East Metro Park budget is comprised of approximately \$7,860,000 of Proposition 2, 2001 and 2005 Bond funds and remnant CO funds. These funds are being used for design and construction of various improvements at East Metro Park and they have been allocated approximately as follows:

- \$1,500,000 to Facilities Management for completion of Phase 1 Alternate Bid Items for three buildings (currently finalizing construction);
- \$1,091,000 to the raw water irrigation supply system design and construction contracts (currently under construction); and,
- \$2,980,000 to the Phase 2 design and construction contracts (currently under construction).

- \$2,120,000 to provide turf/irrigation, lighting, fencing, field equipment, soil amendments, and Phase II testing services (Currently under construction)

Three previous Change Orders to the Journeyman Construction contract have resulted in a net increase of approximately \$71,922.98. This Change Order will increase the contract by \$107,194.21 to an adjusted contract amount of \$2,981,605.94 which is a 6.4% increase in the contract.

Background:

In the 2005 bond election, Travis County voters approved funds for the completion of Phase 1 park amenities and the construction of Phase 2 amenities. The Phase 2 amenities include adult and youth baseball fields, soccer fields, practice fields, restrooms, concession buildings, shade areas, a multi-sport court, and support infrastructure including water supply, on-site wastewater, lighting, sidewalks, and irrigation systems.

TNR utilized Land Design Studios, the Phase 1 A/E firm to complete the Phase 2 construction documents. The consulting firm Freese & Nichols was used for the design of the irrigation supply system for the park. The construction contract for the Phase 2 buildings and sport fields was awarded to Journeyman Constructors, L.P. in May 2007 and their work is currently on track for early completion around the end of the year. The construction contract for the irrigation supply line was awarded to Austin Underground and the system is now being used instead of purchasing more expensive potable water. The contracts for the installation of the sport field turf, irrigation, and lighting systems was obtained through State Buy-Board purchases. This work is also on track for completion by April 1 ,2008.

RS:SM:rs

cc: Joe Gieselman, TNR Executive Manager
Roger Schuck PE, TNR Project Manager
Cynthia McDonald, TNR Financial Services Director
Donna Williams-Jones, TNR Financial Services

TRAVIS COUNTY - TNR
Change Order No. 4 Contract 07K00135LP

Approval of the following change in the Plans and/or Specifications is requested:

Limits: East Metro Park Phase II

Field Change Request No. 4

Plan Sheet No.

Description:

Contract Item Overrun/Underrun Adjustment, Add septic system components to Civil bid item 13, Misc Elec Modifications & Musco Lighting Corrections

CONTRACTOR: Journeyman Construction

This field change is requested for the following reason(s):
Added to septic system per TNR OSSF staff

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			NEW QUANTITIES			CURRENT CONTRACT QUANTITIES			PREVIOUS AMOUNT
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	
4.15 & A.4	Concrete Sidewalks & Flatwork	SF	7,849	4.42	34,692.58	53,613	4.42	236,969.46	45,764.00	4.42	202,276.88				
10	Tree Protection	LF	-385	2.02	(777.70)	765	2.02	1,545.30	1,150.00	2.02	2,323.00				
13A	change pump to Gould 3885 WE1518H	EA	4	1,470.00	5,880.00	4	1,470.00	5,880.00							
13B	pump duplex controls	EA	2	3,150.00	6,300.00	2	3,150.00	6,300.00							
13C	Grinder Pump at Trash tank	EA	2	2,520.00	5,040.00	2	2,520.00	5,040.00							
13D	Relocate Dosing field lines	LF	650	12.10	7,865.00	650	12.10	7,865.00							
13E	6600 series K-rain Hydro tek valve & bc	EA	2	157.50	315.00	2	157.50	315.00							
13 F	control panel for 7 day flow equalization	EA	2	2,100.00	4,200.00	2	2,100.00	4,200.00							
Multh															
5	Onsite Embankment	CY	2,506.00	11.89	29,796.34	5306	11.89	63,088.34	2,800	11.89	33,292.00				
10	Limestone Veneer	LF	(105.00)	9.51	(998.55)	0	9.51	-	105	9.51	998.55				
22	French Drain	LF	(50.00)	53.49	(2,674.50)	300	53.49	16,047.00	350	53.49	18,721.50				
CO															
34	Pipe in 10 duplex outlets in columns	LS	1.00	2,663.60	2,663.60	1	2,663.60	2,663.60							
36	Musco Relocate pole base 5B2	EA	1.00	2,922.80	2,922.80	1	2,922.80	2,922.80							
37	Musco Notch existing pole base plates	EA	10.00	76.02	760.20	1	760.18	760.18							
38	Upgrade extg Panel "B2" to 100 AMP	EA	1.00	1,658.85	1,658.85	1	1,658.85	1,658.85							
35	Multi Sport Concrete Retaining Wall	LS	1.00	9,550.59	9,550.59	1	9,550.59	9,550.59							
TOTAL					\$ 107,194.21			\$ 364,806.22			\$ 257,611.93				

Materials(\$)
Services(\$)
TOTAL

NET OVERRUN/(UNDERRUN) \$ 107,194.29

TIME Extension: 0 Days

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order.

REQUESTED BY:

M. Davis
Contractor Date 2/19/08

NOTICE to the CONTRACTOR:

This is your authority to proceed with this work at the rates named above.

RECOMMENDED FOR APPROVAL BY:

Stefan M. Davis
Public Works Director Date 2/22/08

APPROVED:

Gene B. Davis
TNR Executive Manager Date 04/23/08
Gene V. Davis
Purchasing Agent Date 5/5/08

Division Manager *Stefan M. Davis* Date 2/24/08
Project Manager *Stefan M. Davis* Date

County Judge _____ Date _____

Purchase Requisition - Item Information

Line number . . . : 1
Item desc . . . : MOD #4 FOR DOWNSPOUTS AT
Vendor part # . . :
Commodity . . . : 988 ROADSIDE, GROUNDS, PARK
Sub-com . . . : 064 PARK IMPROVE-PURCHASE SVC
Item # :
Ship to : Z1 TNR ADMIN - 11TH FLR
Quantity : 107,194.29
Order UOM : DOL DOLLAR
Cost code : N NOT APPLICABLE
Unit cost : 1.0000
Account # : 47049458098120
Project : 0102PE
Purchase order . . :

Press Enter to continue.

F8=Extended Description

F12=Cancel

F14=Work orders

TRAVIS COUNTY
Purchase Requisition

Number : 0000438525
 Type : 1 PURCHASE REQUISITION
 Status : READY FOR BUYER PROCESS
 Reason : 53936 MODIFY PO#366284 CONTRACT #07K00135LP
 By : BRUNILDA CRUZ 854-7679
 Date : 4/22/08
 Vendor : 68985 JOURNEYMAN CONSTRUCTION INC
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 4/22/08
 Buyer : LP LEE PERRY
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
5	1	107194.29	DOL MOD #4 FOR DOWNSPOUTS AT MS COURTS, SCREENS FOR MEN'S RESTROOMS AND DEMO/REPLACE

COMMENTS EXIST

Total: 107194.29

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

TRAVIS COUNTY

Account number : 470-4945-809.81-20
Fund : 470 L/T PI BONDS, 2005
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 9 COMM&ECON DEV (PKS & REC)
Element : 81 CAPITAL OUTLAY
Object : 20 PURCHD SERV-PARK IMPRVMNT

Original budget	0	
Revised budget	170,864	10/01/2007
Actual expenditures - current00	
Actual expenditures - ytd	100.00	
Unposted expenditures00	
Encumbered amount	2,442.15	
Unposted encumbrances00	
Pre-encumbrance amount	154,567.51	
Total expenditures & encumbrances:	157,109.66	92.0%
Unencumbered balance	13,754.34	8.0

F5=Encumbrances **F7=Project data** **F8=Misc inquiry**
F10=Detail trans **F11=Acct activity list** **F12=Cancel** **F24=More keys**



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Cyd V. Grimes 5/5/08

Voting Session: Tuesday, May 13, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 7 TO CONTRACT NO. PS990080TS, CAP SYSTEMS, INC., FOR A CASE MANAGEMENT AND BENEFITS ADMINISTRATION (CABA) SYSTEM. (TNR/ITS/HHS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: TNR, Christina Jensen, 854-7670, Joe Gieselman, Executive Manager;
ITS, Jim Farris, 854-4293, Joe Harlow, 854-9372, Alicia Perez, Executive Manager

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Sherri Fleming, Executive Manager

- **Purchasing Recommendation and Comments:** This procurement action met the compliance requirements as outlined by the statutes. This contract is for software/hardware maintenance and support of the Human Services CAPTAIN Application System.

Transportation and Natural Resources recommend modifying the existing CABA system to better accommodate the Air Check Program. Per the estimate from CAP Systems, the job will include programming enhancements for the intake program and service posting program as well as programming to address miscellaneous issues and needs. The cost of this modification will be \$42,490.00 and will have no impact on the annual maintenance cost.

Modification No. 6 approved by the Purchasing Agent September 26, 2006, was for software enhancements.

Modification No. 5 approved in Commissioners Court March 2, 2004, was for the migration of the Emergency Assistance module to a Windows and Intel-based platform.

Modification No. 4 approved in Commissioners Court September 24, 2002, was for enhancements to the Emergency Assistance Module.

Modification No. 3 approved in Commissioners Court August 21, 2001, was for enhancements to the Emergency Assistance Module.

Modification No. 2 approved in Commissioners Court May 29, 2001, was to modify the contract language to allow for the partial payment for software maintenance after warranty expired. It also allowed for prorated payments to be made for the other modules when they are received.

Modification No. 1 approved in Commissioners Court September 28, 1999, was for updating the training & testing schedules associated with the implementation of the CABA system and to change the language regarding the 3rd party vendor for the ODBC database software.

➤ **Contract Expenditures:** Within the last 12 months \$23,152.00 has been spent against this contract.

➤ **Contract-Modification Information:**

Modification Amount: \$42,490 (Fixed amount)

Modification Type: Software enhancement

Modification Period: May 13, 2007 – January 31, 2008

➤ **Statutory Verification of Funding:**

* Purchase Requisition in H.T.E. Request number 434961

* Contract Verification Form signed by Auditor and/or P.B.O.

Funding Account(s) 888-4953-611-6099

Comments:

* At least one of these must be included

RECEIVED
TRAVIS COUNTY

2008 APR 16 AM 8:49

PURCHASING
OFFICE



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

April 10, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Jones for
FROM: Joseph P. Gieselman, Executive Manager
**SUBJECT: Contract Modification
Case Mgmt & Benefits Admin CABA (ITS/HHS) – PS990080TS**

TNR requests that Travis County modify the above referenced contract to include enhancements to the CABA system to better accommodate the Air Check Program. Per the estimate from CAP Systems, the job will include programming enhancements for the intake program and service posting program as well as programming to address miscellaneous issues and needs.

The funds have been encumbered on requisition 434961. The commodity/sub-commodity code for Software Updating Services is 920/046. The budget line item number is 888-4953-611-6099.

If you need additional information, please contact Christina Jensen at 854-7670.

CJ CJ:JPG:cj
Contract File

PURCHASE REQUISITION NBR: 0000434961

REQUISITION BY: CHRISTINA JENSE 854-9383

STATUS: DEPARTMENT APPROVAL
 REASON: ATTN: LORI CLYDE MODIFICATION TO PS9900801S

DATE: 3/10/08

SHIP TO LOCATION: HUMAN SERVICES - ITS

SUGGESTED VENDOR: 47253 CAP SYSTEMS INC

DELIVER BY DATE: 3/15/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROGRAMMING FOR ENHANCEMENTS TO INTAKE PROGRAM INCLUDES 1. HOUSEHOLD/FINANCIAL DATA ENTRY SCREEN 2. CREATE INCOME DOCUMENTATION DETAIL 3. CREATE EXPENSE AND RESOURCE INFO 4. ALLOW DROPDOWN WITHIN INTAKE PROCESS 5. ALLOW INACTIVE DROPDOWNS WITHIN INTAKE PROCESS 6. APPROX 15 PROGRAMS REWRITTEN OR MODIFIED FULL DETAIL LIST FAXED TO PURCHASING COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	250.00	HR	70.0000	17500.00	
2	PROGRAMMING FOR ENHANCEMENTS TO SERVICE POSTING INCLUDES: 1. REDESIGN SERVICE POSTING SCREEN 2. ADD LOGIC TO CHANGE AUTHORIZATION TO INVOICE 3. CREATE DATA FIELDS IN PAYMENT TRANSACTION DATA-BASE 4. ADD FIELDS TO PRE-POPULATE NEW FIELDS 5. UPDATE AD HOC REPORTING CAPABILITIES 6. MODIFY SELECT INVOICES TO PAY FUNCTION COMMODITY: DP PROCESS & SOFIWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	170.00	HR	70.0000	11900.00	
3	PROGRAMMING TO CORRECT IDENTIFIED ISSUES COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	187.00	HR	70.0000	13090.00	
					REQUISITION TOTAL:	42490.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	88849536116099	M05888	100.00	17500.00
2	88849536116099	LIRAP	100.00	11900.00
3	88849536116099	M05888	100.00	13090.00
				42490.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PURCHASE REQUISITION NBR: 0000434961

REQUISITION BY: CHRISTINA JENSE 854-9383

STATUS: DEPARTMENT APPROVAL
REASON: ATTN: LORI CLYDE MODIFICATION TO PS990080TS

DATE: 3/10/08

SHIP TO LOCATION: HUMAN SERVICES - ITS

SUGGESTED VENDOR: 47253 CAP SYSTEMS INC

DELIVER BY DATE: 3/15/08

REQUISITION COMMENTS:

20080221 RT CERTIFICATION AND TRANSFER NEEDED
FULL QUOTE WITH DETAILS WILL BE SENT TO PURCHASING
4/10/08 SENT BACK.GMC

Fiscal Year 2008

Account Balance Inquiry

14:48:24

Account number : 888-4953-611.60-99
Fund : 888 LIRAP
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 53 LOW INCOME VEHICLE REPAIR
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget :	0	
Revised budget :	52,490	04/14/2008
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	42,490.00	
Total expenditures & encumbrances:	42,490.00	80.9%
Unencumbered balance :	10,000.00	19.1

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

12

Approved by: _____

Cyd V. Grimes 5/5/08 *JB*

Voting Session: Tuesday, May 13, 2008

REQUESTED ACTION: APPROVE SOLE SOURCE EXEMPTION AND CONTRACT AWARD FOR THE REMOVAL OF SIDEWALK TRIP HAZARDS AT VARIOUS LOCATIONS THROUGHOUT TRAVIS COUNTY TO PRECISION SAFE SIDEWALKS, LLC (TNR)

Points of Contact:

Purchasing: Diana Gonzalez

Department: (TNR) Joseph P. Gieselman, Executive Manager; Don Ward, Division Manager, Road Maintenance

County Attorney (when applicable): John Hillie

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

Request approval of a sole source exemption and contract for the removal of sidewalk trip hazards to Precision Safe Sidewalks, LLC.

Precision Safe Sidewalks, LLC holds the trademark and patents to operate in Central Texas to remove sidewalk trip hazards. Due to expansive soils, the County has experienced sidewalks rise or fall creating uneven and broken walking surfaces. The unique process that Precision Safe Sidewalks, LLC utilizes eliminates the need for removing large sections of sidewalks and pouring new concrete. The cost associated with saw cutting the sidewalk is approximately 1/6th the cost of removing and replacing the concrete, and the technique takes a fraction of the time to perform.

Precision Safe Sidewalks, LLC submitted a proposal in the amount of \$80,000.00. The Contractors proposal is within the estimated cost range and TNR & Purchasing have determined that it is fair and reasonable. Purchasing concurs with the exemption and subsequent contract in the amount of \$80,000.00.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$80,000.00 (Fixed Amount)

Contract Type: Construction

Contract Period: 180 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 439037

Funding Account(s): 435-4931-808-8165

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

ORDER EXEMPTING PURCHASE OF
REMOVAL OF THE SIDEWALK TRIP HAZARDS USING SAW CUTTING METHODS AT
VARIOUS LOCATIONS THROUGHOUT TRAVIS COUNTY FROM REQUIREMENTS OF THE
COUNTY PURCHASING ACT

WHEREAS, the Commissioners Court of Travis County, Texas has received a sole source justification from Transportation and Natural Resources for the purchase of removal of the sidewalk trip hazards using saw cutting methods at various locations throughout Travis County and Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds there to be only one source available due to proprietary products needed to remove any obstructions or tripping hazards, and

WHEREAS, The Commissioners Court is authorized to exempt the purchase of an item or service, if only one source exist for items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.024, pursuant to Texas Local Gov't Code Ann Section 262.024 (a) (7) (A),

NOW THEREFORE, the Travis County Commissioners Court orders that the purchase of removal of the sidewalk trip hazards using saw cutting methods at various locations throughout Travis County, from Precision Safe Sidewalks LLC, is exempted from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.024, for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies

Signed and entered this ____ day of _____, 2008.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sara Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

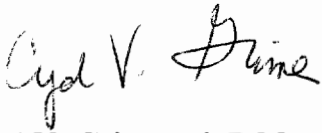
May 13, 2008

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION OF
REMOVAL OF THE SIDEWALK TRIP HAZARDS USING SAW CUTTING METHODS AT
VARIOUS LOCATIONS THROUGHOUT TRAVIS COUNTY FROM REQUIREMENTS OF THE
COUNTY PURCHASING ACT

I certify that the purchase of removal of the sidewalk trip hazards using saw cutting methods at various locations throughout Travis County, constitutes a sole source procurement, and is only available through Precision Safe Sidewalks, LLC. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024(a)(7)(A).

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024(a) and is to be entered into the Commissioners Court minutes.



Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON _____
(DATE)

(COUNTY JUDGE)



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

March 12, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Award of Contract for Removal of Sidewalk Trip Hazards to Precision Safe Sidewalks, IFB No. 08K00152DG

TNR hereby requests the Purchasing Department to place the following motion on the Commissioner's Court Agenda.

Consider and take appropriate action on the recommendation to award the contract for the Removal of Sidewalk Trip Hazards to the sole source provider Precision Safe Sidewalks.

Summary and Recommendations

TNR has researched numerous low cost alternative methods for bringing sidewalks into compliance with the Americans with Disabilities Act (ADA). The County has several sidewalks that have over time begun to rise or fall due to expansive soils, thus creating an uneven and broken traveling surface. The unique process that Precision Safe Sidewalks utilizes eliminates the need for removing large sections of sidewalks and pouring new concrete. This unique process involves saw cutting the concrete at a 12 degree angle to remove any obstructions or tripping hazards that are non-ADA compliant. The cost associated with saw cutting the sidewalk is approximately 1/6th the cost of removing and replacing the concrete, and takes only a fraction of the time. TNR completed a pilot project using this technique in FY2007 in the Stoney Ridge neighborhood just south of Elroy Road with great success. Over 600 sidewalk locations were repaired in the initial pilot project at an average cost of \$40 per repair.

Bid Review

TNR recommends awarding the proposed new contract for 2,000 inch feet of sidewalk trip hazards at a cost not to exceed \$80,000.
Precision Safe Sidewalks is a sole-source provider on this contract.

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TRAVIS COUNTY
2008 MAR 17 AM 11:38
PURCHASING
OFFICE

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TRAVIS COUNTY

2008 JAN 24 AM 9:28



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING
OFFICE

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

January 16, 2008

MEMORANDUM

TO: Cyd Grimes, Travis County Purchasing Agent
THROUGH: Donald W. Ward, P.E., *DWW* Division Director, TNR Road Maintenance & Fleet Services
FROM: David Greear, P.E., Traffic Program Manager, TNR Road Maintenance
SUBJECT: Request for Sole Source Vendor Status for Precision Safe Sidewalks

The TNR Road Maintenance Division is requesting that the Purchasing Department give Precision Safe Sidewalks status as a "Sole Source Vendor" for the removal of sidewalk trip hazards using saw cutting methods at various locations throughout Travis County.

TNR has researched numerous low cost alternative methods for bringing sidewalks into compliance with the Americans with Disabilities Act (ADA). The County has several sidewalks that have over time begun to rise or fall due to expansive soils, thus creating an uneven and broken traveling surface. The unique process that Precision Safe Sidewalks utilizes eliminates the need for removing large sections of sidewalks and pouring new concrete. This unique process involves saw cutting the concrete at a 12 degree angle to remove any obstructions or tripping hazards that are non-ADA compliant. The cost associated with saw cutting the sidewalk is approximately 1/6th the cost of removing and replacing the concrete, and takes only a fraction of the time. TNR completed a pilot project using this technique in FY2007 in the Stoney Ridge neighborhood just south of Elroy Road with great success. Over 600 sidewalk locations were repaired in the initial pilot project at an average cost of \$40 per repair.

In FY 2007, Travis County advertised publicly for bids and Precision Safe Sidewalks was the sole responsive bidder. Precision Safe Sidewalks (PSS) operates as a franchisee licensed by the franchisor, Precision Concrete Cutting (PCC), a Utah corporation based in Provo, Utah. PCC holds the trademark and patents related to the business including patent numbers: 7000606, 6896604, 6827074 and 7143760. PSS has exclusive rights to operate in central Texas, which includes the city of Austin.

We anticipate the contract being over \$25,000 and therefore requiring Commissioner's Court approval for sole source status. If you have any questions, please feel free to contact me at your earliest convenience.

Attachments

Cc Marvin Brice, Purchasing
David Greear, TNR
Cynthia McDonald, TNR
Brunilda Cruz, TNR

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2008
Account number	:	435-4931-808.81-65
Fund	:	435 CERT OF OBLIG 1998
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	31 RD CAPACITY/BRIDGE REPLMT
Basic activity	:	80 CAPITAL PROJECTS
Sub activity	:	8 INFRA&ENV SVS (TRANS&RDS)
Element	:	81 CAPITAL OUTLAY
Object	:	65 PURCH SVC INFRASTRUCTR SW

Budget	:	173,715
Encumbered amount	:	85,420.30
Pre-encumbered amount	:	80,000.00
Expenditures	:	59,571.81
Total expenditures	:	224,992.11
Balance	:	51,277.11-

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000439037

REQUISITION BY: BRUNILDA CRUZ 854-7679

DATE: 4/29/08

STATUS: AUDITOR APPROVAL

REASON: ROUTINE ATTN: DIANA GONZALEZ

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 69053 PRECISION SAFE SIDEWALKS LLC

DELIVER BY DATE: 4/29/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	REMOVAL OF SIDEWALK TRIP HAZARDS USING SAW CUTTING IN ACCORDANCE WITH THE AMERICANS W/DISABILITIES ACT REQUIREMENTS.	76000.00	DOL	1.0000	76000.00	
---	--	----------	-----	--------	----------	--

UNIT COST SHALL BE \$40.00 PER INCH FOOT. THIS SHALL NOT EXCEED \$80,000.00

ADA SIDEWALK IMPROVEMENTS REMOVAL OF TRIP HAZARDS
 COMMODITY: PUBLIC WORKS/CONSTRUCTION
 SUBCOMMOD: SIDEWALK NEW CONSTRUCTION

2	RETAINAGE - REMOVAL OF SIDEWALK TRIP HAZARDS	4000.00	DOL	1.0000	4000.00	
---	--	---------	-----	--------	---------	--

COMMODITY: PUBLIC WORKS/CONSTRUCTION
 SUBCOMMOD: SIDEWALK NEW CONSTRUCTION

REQUISITION TOTAL: 80000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	43549318088165	CAPITAL OUTLAY		
		PURCH SVC INFRASTRUCTR SW	100.00	76000.00
2	43549318088165	CAPITAL OUTLAY		
		PURCH SVC INFRASTRUCTR SW	100.00	4000.00
				80000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080429 RT COURT

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR: Precision Safe Sidewalks, LLC

TYPE OF GOODS/SERVICE: Removal of sidewalk trip hazards

FUNDS VERIFIED:

1) Requisition number 439037 processed through the Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 80,000.00

1) Contract did not specify a total contract amount.

2) Goods/services to be provided on a "as needed basis" to be invoiced in accordance with a contract unit price, not to exceed the budget amount in the line item for this contract.

Contract #: 08K00152DG

LINE ITEM VERIFIED:

YES 435-4931-808-8165

NO

Verified by: 

Date: 4-30-08

Approved by: 

Date: 5-7-08

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2008 MAY -1 PM 11:45

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 08K00152DG

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner" or the "County"), and Precision Safe Sidewalks, LLC, (the "Contractor").

WHEREAS, the Owner desires to enter into this Construction Contract for construction services for REMOVAL OF SIDEWALK TRIP HAZARDS (Various locations throughout Travis County) (the "Project") in accordance with the provisions of state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or attached Plans and Specifications), all of which are incorporated herein as if set forth at length; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent, and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions as set forth in Section 00700.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Proposal, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans and Specifications), are all incorporated herein as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated herein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall complete the Work within One Hundred Eighty (180) calendar days of such issuance (the "Contract Time")
- 1.4 If the Contractor fails to complete the Work within 180 calendar days after issuance of the Notice to Proceed, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees that \$100.00 per day shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Item 9 of Section 00700 of the General Conditions, the total sum of \$ 80,000.00, (the "Contract Sum"). The Contract Sum is comprised of (i) \$30,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) \$50,000.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made for sales tax purposes only. Invoices and payments need not reflect this division. However, the Contractor shall maintain internal

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe

Travis County Judge

Date: _____

Precision Safe Sidewalks, LLC

By: David D. Lardner

Name: David D. Lardner

Title: Managing Member

Date: 4/22/09

APPROVED AS TO FORM BY:

[Signature]
County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

Cyd V. Harris 5/5/08
County Purchasing Agent

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2009 APR 29 PM 2:34



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

8

Approved by: _____

Cyd V. Grimes 5/2/08

Voting Session: Tuesday, May 06, 2008

REQUESTED ACTION: DISCUSS AND TAKE APPROPRIATE ACTION ON REQUEST FOR SERVICES (RFS) SOLICITATION FOR LEGISLATIVE SERVICES AND AUTHORIZE PURCHASING AGENT TO ISSUE RFS. (COMMISSIONERS COURT)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (COMMISSIONERS COURT), Judge Samuel T. Biscoe

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Commissioners Davis, Eckhardt, Daugherty, and Gomez

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

At the direction of the Commissioners Court on April 29, 2008, the Purchasing Office has drafted Request for Services (RFS) No. S080215-VR for the procurement of Professional Legislative Advocacy Services.

This contract will provide for legislative advocacy services to further the County's interests before the Texas Legislature.

Upon the Court's approval and the County Attorney's review, the RFS will be issued.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

- **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (choose from drop list)

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s):
- Comments: No funding involved at this time.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

14

Travis County Commissioners Court Agenda Request

Voting Session 05/13/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text:

A. Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Forest Creek, Section 34 - a subdivision in Precinct Two; and

B. Consider and take appropriate action on a proposed License Agreement with the FC III Home Owners Association, Inc. for improvements in public ROW - Precinct Two.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Anna Bowlin	- 854-9383	Don Ward	- 854-9383
Jamie Mancillas	- 854-9383	Scott Lambert	- 854-9383
Gayla Dembkowski	- 854-9383	Howard Herrin	- 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- ____ Additional funding for any department or for any purpose
- ____ Transfer of existing funds within or between any line item budget
- ____ 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)

AGENDA REQUEST DEADLINE: This Agenda Request complete with 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.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: April 29, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Don Ward, P.E., Director of Road Maintenance & Fleet Services

SUBJECT: A. Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Forest Creek, Section 34 - a subdivision in Precinct Two; and
B. Consider and take appropriate action on a proposed License Agreement with the FC III Home Owners Association, Inc. for improvements in public ROW - Precinct Two.

Summary and TNR Staff Recommendation

Part A.

This subdivision was recorded on December 3, 2004 at Document #200400350. This subdivision is mostly in Williamson County, except for a short portion of Links Lane. A Travis County inspector gave this subdivision conditional acceptance on September 8, 2005. The condition was to submit the "Requirements..." list items. The last item, the license agreement, was finally submitted in February 2008. Since then, Road Maintenance has performed another inspection and approves of the portion of the subdivision that is in Travis County's jurisdiction.

The street to be accepted is a portion of Links Lane starting at its intersection with Gattis School Road extending north to the Travis/Williamson County line. This street will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended. With this said, due to the fact that the portion of the subdivision that is in Travis County was given conditional acceptance in September 2005, Travis County will consider the approximate 2.5 years as the performance period. Any fiscal posted for this subdivision with Travis County will be released once the subdivision is approved in Court.

The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code. The completed sidewalks along this portion of Links Lane have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act.

April 29, 2008

Page 2

The portion of Links Lane to be accepted takes access from Gattis School Road, which is considered accepted for maintenance. This action will add 0.14 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Part B.

The constituent requests to enter into a License Agreement (new "Agreement"), which covers improvements in the right-of-way of Links Lane. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

A check in the amount of \$4,950.00 has been posted as a security deposit for the licensed property that is described in the attached License Agreement.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The FC III Home Owners Association, Inc. has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached new Agreement. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public.

Required Authorizations:

The proposed License Agreement utilizes the standard form.

Exhibits:

TNR Approval Letter
RAS Inspection Approval
List of streets
Requirements for Approval
License Agreement (1)
Attached maps (4)

PS:DW:ps

1105 Forest Creek, Section 34

1102 Forest Creek, Section 34 License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: 9/18/03

TO:	Developer: KPKM II Ventures, Ltd. Mr. Russell Parker 12416 Hymeadow #101 Austin, TX 78750	Engineer: Randall Jones Engineering, Inc. Mr. J. Keith Collins 1212 E. Braker Lane Austin, TX 78753
-----	--	--

SUBJECT: Forest Creek Section 34

Effective this date, streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This portion of the subdivision will enter the one year Performance Period when this subdivision is recommended to Commissioners Court for approval and the License Agreement for the private improvements is approved in Travis County Commissioners Court.

The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed sidewalks, until all streets and/or drainage construction are Accepted for Maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies, that need to be corrected, before the streets are Finally Accepted for Travis County Maintenance and/or fiscal is released.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: *Dan Scott*
Travis County Construction Inspector - Dan Scott

Paul Scoggins 4/28/03
TNR Engineering Specialist - *Darla Vasterling*

Donald W. W...
TNR Road Maintenance -

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

Ms. Jenny Pollard
Randall Jones Engineering, Inc.
1212 E. Braker Lane
Austin, TX 78753

January 14, 2005

Re: Forest Creek Section 34
County Road 122 & Gattis School Road
Round Rock, TX 78664
Inspection Date: January 12, 2005

EABPRJA2815449

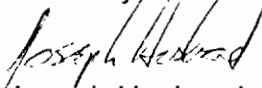
INSPECTION – APPROVED

Dear Ms. Pollard:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232, or the United States Department of Justice at (202) 514-0301.

Sincerely,



Joseph Husband
Registered Accessibility Specialist

cc: Mr. Shorty Kessler, Cash Construction

Note: The review of documents as contract documents and field inspections by this Registered Accessibility Specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best effort endeavor following instructions and license by TDLR. Plan review and/or inspection in no way warrants complete compliance with the Texas Accessibility Standards. By accepting this report the business, the professional, his employees, engineers, and client for whom the review or inspection is made agree to hold harmless and indemnify this Registered Accessibility Specialist and Lone Star Access, Inc. from and against any liability arising from performance of the work.

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

Inspection Report
Article 9102, T.C.S.
Texas Accessibility Standards (TAS)

TDLR Project No: EABPRJA2815449
RAS Project No: Forest Creek #34
Page: 1 of 1

Project: Forest Creek Section 34
Address: County Road 122 & Gattis School Road
City: Round Rock
Owner: KPKM II Ventures
Inspector: Joseph Husband

Date: January 14, 2005

Project Scope: TAS 4.1.2

Project Description: The project scope was found to be the construction of curb ramps in the R.O.W. of a residential neighborhood.

Comment:
No violations were found.

End of Report.

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



Atlas No. P-10

Forest Creek, Section 34

Pct.# 2

Mapsco No. 408G

RECORDED AT Document #200400350 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/03/2004.

#	STREET NAME	FROM - TO	TYPE OF WIDTH OF CURB &			
			L.F. MILES	ROW	PVMNT	PVMNT GUTTER
1	Links Lane	Intersection w/Gattis School Rd north to Travis County line	740	0.14	90	HMAC 2 -30' B/B Yes
2						
3						
4						
5						
6						
7						
8						
9						
10						

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.14 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2

13-May-08
DATE

DP = DOUBLE PENETRATION
 HMAC = HOT MIX ASPHALT
 C = CONCRETE
 UPP = UNPAVED, PIT RUN
 UPS = UNPAVED, SELECT

Don W. Ward, PE
 Division Director
 Road & Bridge

DATE APPROVED BY TRAVIS COUNTY
 COMMISSIONERS COURT



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

FOREST CREEK, SECTION 34 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 4/28/05 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. **If applicable**, Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 4/28/05 3. Contractor's (**signed**) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/28/05 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 4/28/05 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of Approval of Construction. Substantial compliance (inspection required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/31/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C)
- 4/28/05 9. **If applicable**, approval of other agencies and/or cities. **if in their ETJ**, Municipal or other Utility Districts.
- 2/01/08 10. License Agreement (**If there are private improvements in Public ROW**)

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the

policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of Four Thousand nine hundred fifty AND NO/100 DOLLARS (\$4,950.00). Cash provided to the COUNTY will be deposited with the

County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. The ASSOCIATION may terminate this Agreement by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. The COUNTY may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

FC III HOMEOWNERS ASSOCIATION, Inc.
% Plateau Property Management
3755 Capital of Texas Hwy South
Suite 292
Austin, TX 78740
Attn: Ms. Rosalyn Peterson
(512) 441-1041

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83. ____

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

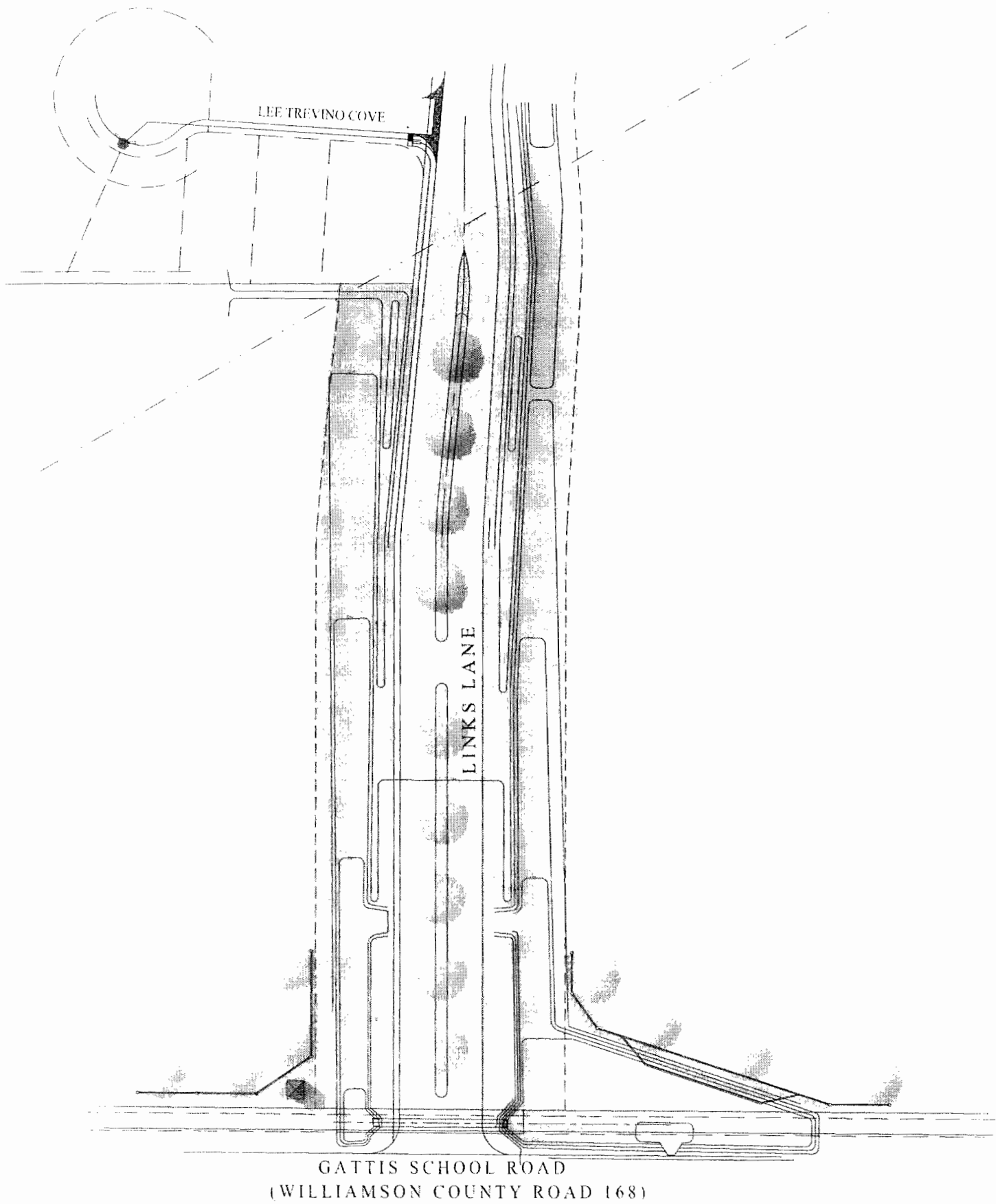
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 200_, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires



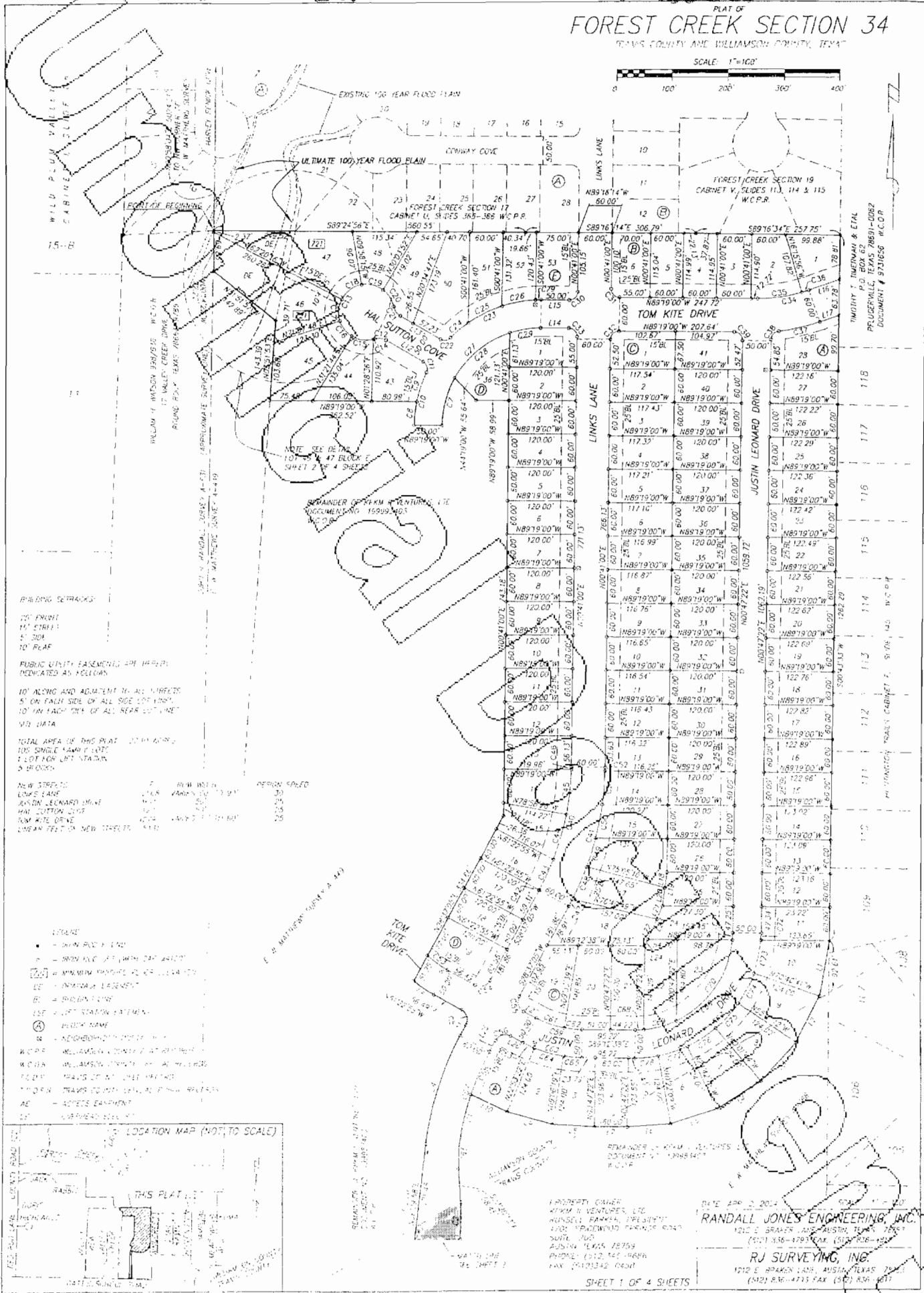
Forest Creek
Schematic Entrance Plan

March 4, 2004

FOREST CREEK SECTION 34

TEAMS COUNTY AND WILLIAMSON COUNTY, TEXA

SCALE: 1"=100'



ROADING SETBACKS:

- 20' FRONT
- 15' STREET
- 5' SIDE
- 10' REAR

PUBLIC UTILITY EASEMENTS ARE SHOWN INDICATED AS FOLLOWS:

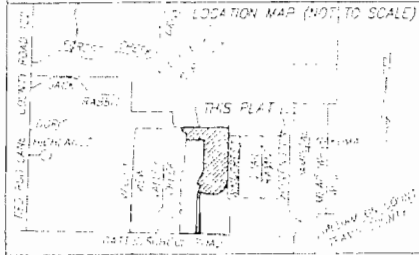
- 10' ALONG AND ADJACENT TO ALL UTILITY 5' ON EACH SIDE OF ALL SIDE LOT LOTS
- 10' ON EACH SIDE OF ALL REAR LOT LOTS
- NO DATA

TOTAL AREA OF THIS PLAT: 10.11 ACRES
100 SINGLE 1/4-ACRE LOTS
1 LOT FOR UTILITY STATION
3 BLOCKS

NEW STREET	WIDTH	AREA	PERCENT
LINKS LANE	20.00'	1.00 ACRES	9.89%
JUSTIN LEONARD DRIVE	20.00'	1.00 ACRES	9.89%
HAL SUTTON DRIVE	20.00'	1.00 ACRES	9.89%
TOM KITE DRIVE	20.00'	1.00 ACRES	9.89%
LINKS LANE (NEW STREET)	20.00'	1.00 ACRES	9.89%

LEGEND

- - DRIVE PLOT END
- - DRIVE PLOT END (WITH CURB) END
- - MINIMUM PROPERTY SIZE (1/4 AC)
- - PROPERTY EASEMENT
- BE - BURIED EASEMENT
- 1ST - 1ST STATION STATEMENT
- Ⓐ - PROPERTY NAME
- Ⓢ - ADDRESS/PROPERTY NUMBER
- W.C.P.R. - WILLIAMSON COUNTY PLAT RECORD
- W.C.B.A. - WILLIAMSON COUNTY BOUNDARY ACT
- 100' - 100' PLAT OF ALL LOTS (100' x 100')
- 100' - 100' PLAT OF ALL LOTS (100' x 100')
- AE - ACCESS EASEMENT
- ST - STREET END



PREPARED BY: RANDALL JONES ENGINEERING, INC.
 1212 E. BRANES LANE, AUSTIN, TEXAS 78757
 (512) 836-4793 FAX (512) 836-4794
 AUSTIN, TEXAS 78759
 PHONE: (512) 741-9696
 FAX: (512) 741-9438

DATE: APR 23, 2024
RANDALL JONES ENGINEERING, INC.
 1212 E. BRANES LANE, AUSTIN, TEXAS 78757
 (512) 836-4793 FAX (512) 836-4794

RJ SURVEYING, INC.
 1212 E. BRANES LANE, AUSTIN, TEXAS 78757
 (512) 836-4715 FAX (512) 836-4717

PLAT OF FOREST CREEK SECTION 34 TRAVIS COUNTY AND WILLIAMSON COUNTY, TEXAS

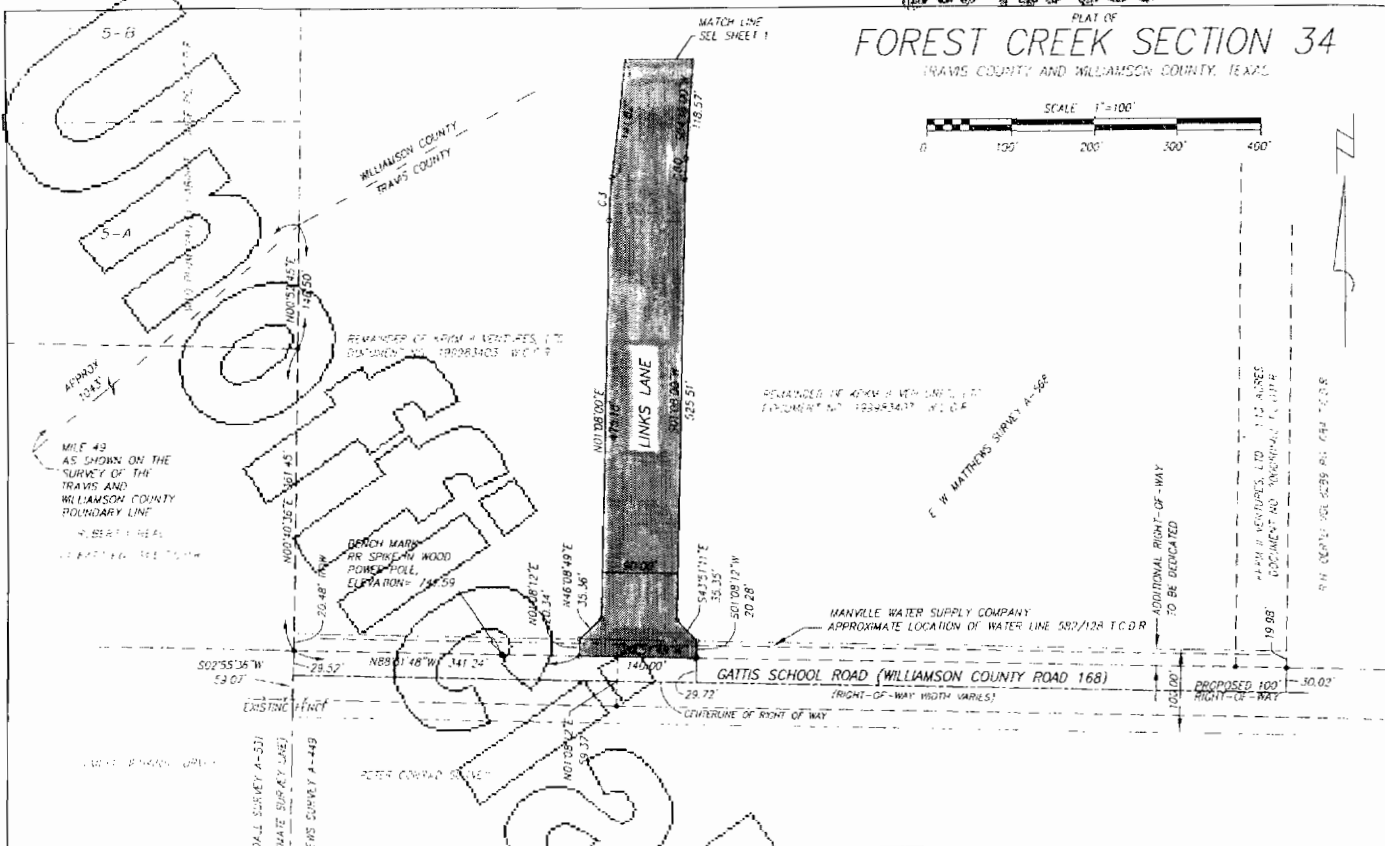
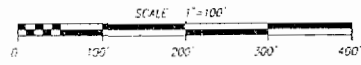
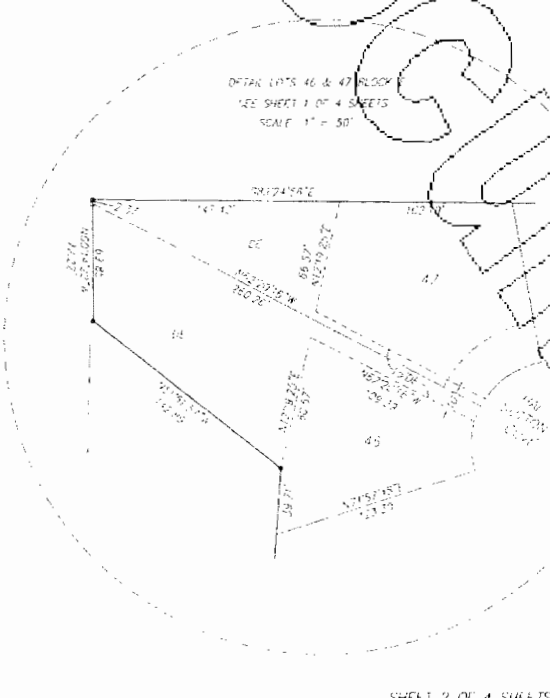


Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD BEING, CHORD, TAN. Lists curve data for various segments.

Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD BEING, CHORD, TAN. Lists curve data for various segments.

Table with columns: LINE, BEARING, LENGTH. Lists line data for various segments.



DATE: APR 2 2004 SCALE: 1" = 100' RANDALL JONES ENGINEERING, INC. 112 E BRAKER LANE, AUSTIN, TEXAS 78704 (512) 836-4793 FAX (512) 836-4811 RJ SURVEYING, INC. 112 E BRAKER LANE, AUSTIN, TEXAS 78704 (512) 836-4793 FAX (512) 836-4811

Forest Creek, Section 34 Links La'ne

408

THIS PAGE ALSO APPEARS IN THE
MAPSCO WILLIAMSON COUNTY
STREET GUIDE AS PAGE 408.



CONTINUED ON MAP 378



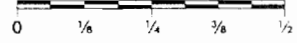
© MapSCO, Inc.

CONTINUED ON MAP 407

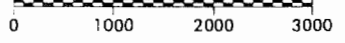
CONTINUED ON MAP 438

CONTINUED ON MAP 409

SCALE IN MILES

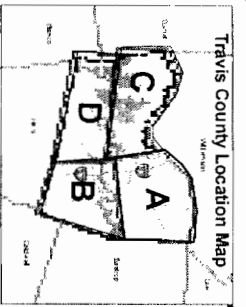


SCALE IN FEET



COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

Forest Creek, Section 34 - Links Lane

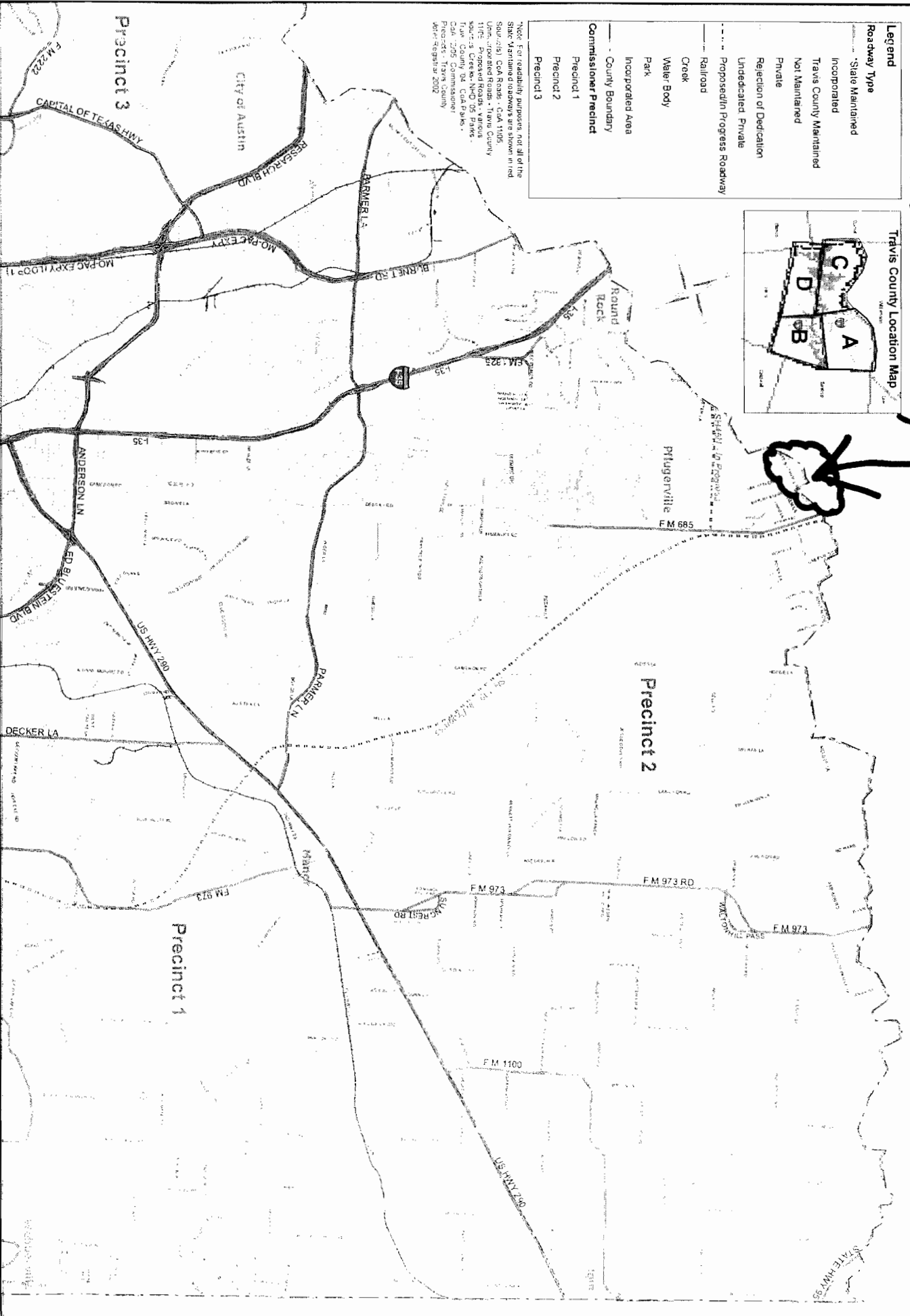


Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Relocation of Dedication
- Undedicated Private
- Proposed/In Progress Roadway
- Railroad
- Creek
- Water Body
- Park
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 1
- Precinct 2
- Precinct 3

Note: For readability purposes, not all of the State Maintained roadways are shown in red. State Maint. CoA Road - CoA 1105. Undedicated Private - CoA 1105. Proposed Roadway - Travis County. Proposed Roadway - Travis County. Proposed Roadway - Travis County. CoA 205 Commissioner Precincts - Travis County. Adopted Regular 2002.



Map 0313/001: This map was created for the Travis County Engineer's Office by Travis County's Engineering Department. It is a public document with no warranties of any kind. For questions contact the Travis County Engineer at (512) 854-4383.

Text Scale:
1 inch equals 1.002 miles
1 inch equals 5,292 feet

Travis County Roadways, Map A



Map compiled by Travis County, Department of Transportation & Public Safety, Engineering Division, 500 Ross Avenue, Austin, Texas 78702.

Travis County Commissioners Court Agenda Request

Voting Session 5/13/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text:
- A. Consider and take appropriate action on a Subdivision Construction Agreement for Improvements within the existing Werkenthin Section One Subdivision in Precinct Three.**
 - B. Consider and take appropriate action on a Cash Security Agreement for offsite Drainage Improvements to River Hills Road.**

C. Approved by:
Commissioner Gerald Daugherty, Precinct Three

- 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 the Agenda Request and backup to them:

<u>John Ellis: 854-9805</u>	<u>Joe Arriaga: 854-7562</u>
<u>Anna Bowlin: 854-7561</u>	<u>Darla Vasterling: 854-7564</u>

- III. Required Authorizations: Please check if applicable:
- Planning and Budget Office (854-9106)
 - Additional funding for any department or for any purpose
 - Transfer of existing funds within or between any line item budget
 - Grant
 - Human Resources Department (854-9165)
 - A change in your department's personnel (reclassifications, etc.)
 - Purchasing Office (854-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (854-9415)
 - Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

MEMORANDUM

May 2, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Construction Agreement and Cash Security for existing Werkenthin Section One Subdivision

PROPOSED MOTION:

- A. Consider and take appropriate action on a Subdivision Construction Agreement for Improvements within the existing Werkenthin Section One Subdivision in Precinct Three.
- B. Consider and take appropriate action on a Cash Security Agreement for offsite Drainage Improvements to River Hills Road.

SUMMARY AND STAFF RECOMMENDATION:

The original plat for Werkenthin Section One includes 12 single family residential lots and was approved on September 3, 1998. The plat was amended on April 21, 2000 to revise the sizes of Lots 1 and 2, Block "C". The plat includes two public roadways, Corto Lane and Presa Abajo Drive. The Commissioners' Court approved the vacation of Presa Abajo Drive on April 22, 2008. Since Corto Lane was not built when the subdivision was platted in 1998 nor when it was amended in 2000, Bella Strada Development, Inc. proposes to build Corto Lane in order to provide access to the residential lots. The developer has executed and provided a subdivision construction agreement for the Court's consideration, a copy of which is attached to this memorandum. The developer has also provided a letter of credit to the City of Austin for the fiscal for the construction of Corto Lane and associated drainage improvements in the amount of \$231,159.00. A copy of the letter of credit has been included also with this memorandum.

SUBDIVISION CONSTRUCTION AGREEMENT
For Improvements within an Existing Subdivision

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Bella Strada Development, Inc., (the "Developer") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Developer desires to construct roads and drainage facilities (the "Improvements") for the recorded final plat referred to as "Werkenthin Section One" (the "Subdivision"), as amended by Amended Plat of Lots 1 and 2, Block C of Werkenthin Section One; and

WHEREAS, the County desires to set forth the Developer's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Developer desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Developer's Obligations

A. Improvements. The Developer shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Developer's obligations, the Developer will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Not used.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County, at least forty five (45) days prior to the expiration of the Security, of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Developer will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible

for preparing the approved construction plans and specifications; as well as all other requirements, listed in the Standards and shown in "Exhibit B", in order to begin the Construction Performance Period.

E. Warranty. The Developer warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the dedication of the public Improvements (the "Performance Period") in Commissioners Court. The Developer shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Developer must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, plus 100% of the un-constructed residential sidewalks, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Developer shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the construction approval – conditional and acceptance of dedication of the Improvements, in Commissioners Court, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction, plus un-constructed residential sidewalks, and held for the one-year Performance Period. After the approval of the construction of the private Improvements and the receipt of the items on the Requirements list, as shown in "Exhibit B", the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Developer, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Developer shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, and all items on the requirements list are submitted, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Developer, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Developer will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects, which the Executive Manager notifies the Developer must be corrected, the Executive Manager will release the Performance Period Security. Security for un-constructed residential sidewalks will be retained.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Developer to construct the Improvements to the applicable County Standards;
- b. The Developer's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Developer with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Developer's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Developer's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a developer default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Developer has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Developer, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Developer of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Developer or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Developer under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Developer shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Developer of any provision in this Agreement, or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Developer further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Developer of any provision in this Agreement or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Developer and the heirs, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Subdivision through the Developer. The Developer's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Developer.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Developer or the completion of the Developer's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Developer: Bella Strada Development, Inc.
6836 Bee Cave Road, Suite 400
Austin, TX 78746

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

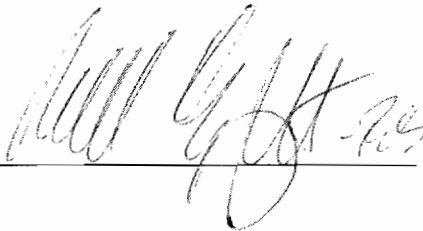
N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed and effective as of the dates set forth below.

TRAVIS COUNTY, TEXAS

DEVELOPER:

County Judge



Date:

By: Bella Strada Development, Inc.
Name: Russell Eppright
Title: *PRESIDENT*
Date: *4/25/08*

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 25 day of April by Russell Eppright in the capacity stated herein.

Linda Graham
Signature of Notary



After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

SUBDIVISION CONSTRUCTION AGREEMENT
For Improvements within an Existing Subdivision

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Bella Strada Development, Inc., (the "Developer") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Developer desires to construct roads and drainage facilities (the "Improvements") for the recorded final plat referred to as "Werkenthin Section One" (the "Subdivision"), as amended by Amended Plat of Lots 1 and 2, Block C of Werkenthin Section One; and

WHEREAS, the County desires to set forth the Developer's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Developer desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Developer's Obligations

A. Improvements. The Developer shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Developer's obligations, the Developer will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Not used.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County, at least forty five (45) days prior to the expiration of the Security, of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Developer will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible

for preparing the approved construction plans and specifications, as well as all other requirements, listed in the Standards and shown in "Exhibit B", in order to begin the Construction Performance Period.

E. Warranty. The Developer warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the dedication of the public Improvements (the "Performance Period") in Commissioners Court. The Developer shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Developer must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, plus 100% of the un-constructed residential sidewalks, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Developer shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the construction approval – conditional and acceptance of dedication of the Improvements, in Commissioners Court, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction, plus un-constructed residential sidewalks, and held for the one-year Performance Period. After the approval of the construction of the private Improvements and the receipt of the items on the Requirements list, as shown in "Exhibit B", the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Developer, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Developer shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, and all items on the requirements list are submitted, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Developer, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Developer will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects, which the Executive Manager notifies the Developer must be corrected, the Executive Manager will release the Performance Period Security. Security for un-constructed residential sidewalks will be retained.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Developer to construct the Improvements to the applicable County Standards;
- b. The Developer's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Developer with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Developer's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Developer's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a developer default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Developer has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Developer, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Developer of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Developer or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Developer under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Developer shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Developer of any provision in this Agreement, or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Developer further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Developer of any provision in this Agreement or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Developer and the heirs, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Subdivision through the Developer. The Developer's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Developer.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Developer or the completion of the Developer's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Developer: Bella Strada Development, Inc.
6836 Bee Cave Road, Suite 400
Austin, TX 78746

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed and effective as of the dates set forth below.

TRAVIS COUNTY, TEXAS

DEVELOPER:

County Judge



Date:

By: Bella Strada Development, Inc.

Name: Russell Eppright

Title: *President*

Date: *4/25/08*

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 25 day of April, by Russell Eppright, in the capacity stated herein.

Linda Graham
Signature of Notary



After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

SUBDIVISION CONSTRUCTION AGREEMENT¹
For Improvements within an Existing Subdivision

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Bella Strada Development, Inc., (the "Developer") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Developer desires to construct roads and drainage facilities (the "Improvements") for the recorded final plat referred to as "Werkenthin Section One" (the "Subdivision"), as amended by Amended Plat of Lots 1 and 2, Block C of Werkenthin Section One; and

WHEREAS, the County desires to set forth the Developer's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Developer desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Developer's Obligations

A. Improvements. The Developer shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Developer's obligations, the Developer will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Not used.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County, at least forty five (45) days prior to the expiration of the Security, of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Developer will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible

for preparing the approved construction plans and specifications, as well as all other requirements, listed in the Standards and shown in "Exhibit B", in order to begin the Construction Performance Period.

E. Warranty. The Developer warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the dedication of the public Improvements (the "Performance Period") in Commissioners Court. The Developer shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Developer must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, plus 100% of the un-constructed residential sidewalks, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Developer shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the construction approval – conditional and acceptance of dedication of the Improvements, in Commissioners Court, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction, plus un-constructed residential sidewalks, and held for the one-year Performance Period. After the approval of the construction of the private Improvements and the receipt of the items on the Requirements list, as shown in "Exhibit B", the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Developer, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Developer shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, and all items on the requirements list are submitted, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Developer, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Developer will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects, which the Executive Manager notifies the Developer must be corrected, the Executive Manager will release the Performance Period Security. Security for un-constructed residential sidewalks will be retained.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Developer to construct the Improvements to the applicable County Standards;
- b. The Developer's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Developer with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Developer's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Developer's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a developer default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Developer has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Developer, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Developer of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Developer or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Developer and the Developer's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Developer is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Developer under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Developer shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Developer of any provision in this Agreement, or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Developer further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Developer of any provision in this Agreement or from any act or negligence of Developer or Developer's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Developer and the heirs, successors, and assigns of the Developer and on any person acquiring an ownership interest in the Subdivision through the Developer. The Developer's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Developer's assignee expressly assumes all obligations of the Developer under this Agreement. An assignment shall not be construed as releasing the Developer from Developer's obligations under this Agreement and Developer's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Developer a written release. The County agrees to release the Developer, if the Developer's assignee expressly assumes the Developer's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Developer.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Developer or the completion of the Developer's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Developer: Bella Strada Development, Inc.
6836 Bee Cave Road, Suite 400
Austin, TX 78746

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

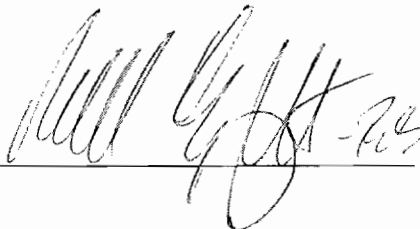
N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed and effective as of the dates set forth below.

TRAVIS COUNTY, TEXAS

DEVELOPER:

County Judge



Date:

By: Bella Strada Development, Inc.

Name: Russell Eppright

Title: President

Date: 4/25/08

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 25 day of April, by Russell Eppright, in the capacity stated herein.

Linda Graham
Signature of Notary



After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

EXHIBIT A: WERKENTHIN SECTION ONE AMENDED PLAT

200000127

THE STATE OF TEXAS }
COUNTY OF TRAVIS } KNOW ALL BY THESE PRESENTS:

THAT WERKENTHIN ENTERPRISES, A TEXAS LIMITED PARTNERSHIP ACTING HEREIN BY AND THROUGH ITS GENERAL PARTNER, CONRAD P. WERKENTHIN, OWNERS OF 3.16 ACRES OUT OF THE THE THOMAS J. ROBINSON SURVEY NO. 41 ABSTRACT NO. 670 AS CONVEYED TO THEM BY DEED RECORDED IN VOLUME 8944, PAGE 68 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING LOTS 1 & 2, BLOCK C, OF WERKENTHIN SECTION ONE, A SUBDIVISION RECORDED IN VOLUME 102, PAGES 35-37 OF THE TRAVIS COUNTY, TEXAS PLAT RECORDS, DOES HEREBY AMEND SAID LOTS, IN ACCORDANCE WITH SECTION 21.018(1)(9) OF THE TEXAS LOCAL GOVERNMENT CODE, AND CHAPTER 25 OF THE AUSTIN CITY CODE, FOR THE SOLE PURPOSE OF RELOCATING ONE OR MORE LOT LINES BETWEEN ONE OR MORE LOTS, IN ACCORDANCE WITH ATTACHED MAP OR PLAT, TO BE KNOWN AS

"AMENDED PLAT OF LOTS 1 & 2, BLOCK C OF WERKENTHIN SECTION ONE"

AND DOES HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND NOT RELEASED.

IN WITNESS WHEREOF, WERKENTHIN ENTERPRISES HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AGENT THIS THE 15th DAY OF March, 2000, A.D.

BY: Conrad P. Werkenthin
CONRAD P. WERKENTHIN, GENERAL PARTNER
700 LAVACA
AUSTIN, TEXAS 78701

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN, TEXAS, ON THIS THE 29th DAY OF March, 2000.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE THE DIRECTOR OF THE DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, TEXAS, THIS THE 29th DAY OF March, 2000, A.D.

For Andrew Glasco
ANDREW GLASCO, DIRECTOR
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT
3-29-00

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST IF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR DIRECT TRAFFIC CONTROL SIGNALS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPERS CONSTRUCTION

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, IN AND FOR TRAVIS COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED CONRAD P. WERKENTHIN, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF March, 2000, A.D.

Conrad P. Werkenthin
NOTARY PUBLIC - IN AND FOR
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21 DAY OF April, 2000, AT 11:14 O'CLOCK A.M. AND DAILY RECORDED ON THE 21 DAY OF April, 2000, A.D., AT 11:14 O'CLOCK A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 200000127

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THIS THE 21 DAY OF April, 2000, A.D.
DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: Dana Debeavor
DEPUTY



THE STATE OF TEXAS
COUNTY OF TRAVIS

I, WILLIAM D. WARRICK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE SURVEYING RELATED PORTION OF TITLE 25 OF THE AUSTIN CITY CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

DATE 3-10-00



William D. Warrick
WILLIAM D. WARRICK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4428 - STATE OF TEXAS
PBS&J
206 WILD BASIN ROAD SUITE 300
AUSTIN, TEXAS 78746-3343
328-8221 328-0280(FAX)

FLOODPLAIN NOTE:

THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48453C- 0245 - E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

DATE 3-9-00



Danny R. Martin
DANNY R. MARTIN
REGISTERED PROFESSIONAL ENGINEER
NO. 44960 - STATE OF TEXAS
PBS&J
206 WILD BASIN ROAD SUITE 300
AUSTIN, TEXAS 78746-3343
327-6840 327-2453(FAX)

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I REVIEWED THE PLAT SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLAT COMPLES WITH TITLE 25 OF THE AUSTIN CITY CODE OF 1981, AS AMENDED, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.

DATE 3-9-00



Danny R. Martin
DANNY R. MARTIN
REGISTERED PROFESSIONAL ENGINEER
NO. 44960 - STATE OF TEXAS
PBS&J
206 WILD BASIN ROAD SUITE 300
AUSTIN, TEXAS 78746-3343
327-6840 327-2453(FAX)

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 11 DAY OF April, 2000, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT, IN BOOK PL 5, PAGE(S) 15

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THIS THE 21 DAY OF April, 2000, A.D.

DANA DEBEAUVOR, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

BY: Dana Debeavor
DEPUTY

PROJECT: WERKENTHIN Section One
JOB NUMBER: 448912.00
DATE: December 1999
SCALE: 1" = 100'
SURVEYOR: William D. Warrick
TECHNICIAN: Jason Parker
DRAWING: WERKENTHIN/AMENDED
FIELD NOTES: 5861
PARTY CHIEF: M.D. J.R.
FIELD BOOKS: 5176, 5186, 6863



206 WILD BASIN RD.
SUITE #300
P. O. BOX 162690
AUSTIN, TEXAS
78716 - 2690
(512) 327 - 6840

AMENDED PLAT OF LOTS 1 & 2,
BLOCK C OF
WERKENTHIN
SECTION ONE

SHEET
1
OF
3
PBSJ PLAT No.
448912.00

10694

#200000127

NOTES:

1. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
2. ALL BUILDING FOUNDATIONS ON SLOPES OF 15% GRADIENT AND OVER AND ON FILL PLACED ON SLOPES 15% GRADIENT AND OVER MUST UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
3. NO FILL ON ANY LOT SHALL EXCEED A MAXIMUM OF FOUR FEET OF DEPTH. EXCEPT FOR STRUCTURAL EXCAVATION, NO CUT ON ANY LOT SHALL BE GREATER THAN FOUR FEET.
4. THIS PLAT SHALL COMPLY WITH THE TERMS AND REQUIREMENTS OF DIVISION 5, ARTICLE VII, CHAPTER 13 OF THE AUSTIN CODE OF 1981 AS AMENDED. LAND IN THIS SUBDIVISION IS RESTRICTED TO THE IMPERVIOUS COVER LIMITATIONS OF DIVISION 5, AS SPECIFICALLY INDICATED IN NOTE 28 BELOW.
5. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING DETACHED SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LAND DEVELOPMENT CODE SECTION 13-7-14 AND THE ENVIRONMENTAL CRITERIA MANUAL.
6. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF WILL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL CONSTRUCTION OR SITE ALTERATION REQUIRES APPROVAL OF A SEPARATE DEVELOPMENT PERMIT.
7. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
8. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN DATED 9/28/98. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOLUME 13260, PAGE 435 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
9. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY.
10. PROPERTY OWNER OR THEIR ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF AUSTIN AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
11. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS OR THEIR ASSIGNS.
12. ALL CORNER LOTS SHALL HAVE DRIVEWAY ACCESS TO THE LESSER STREET BY CLASSIFICATION. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
13. THERE IS A 10-FOOT WIDE PUBLIC UTILITY EASEMENT HEREBY DEDICATED ADJACENT TO THE STREET RIGHT-OF-WAY OF EACH LOT IN THIS SUBDIVISION.
14. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
15. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18 AND AN APPROVED ON-SITE SEWAGE DISPOSAL SYSTEM.
16. THE ELECTRIC UTILITY DEPARTMENT HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP EASEMENTS CLEAR. THE UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 13-7 ARTICLE II OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
17. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF AUSTIN ELECTRIC DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 13-7 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
18. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THIS ELECTRIC UTILITY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
19. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY, ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
20. A 15-FOOT DRAINAGE EASEMENT IS FOR ENCLOSED STORM SEWER PIPE AND 25-FOOT DRAINAGE EASEMENT IS FOR OPEN CHANNELS.
21. ALL FINISHED FLOOR ELEVATIONS IN THIS SUBDIVISION SHALL BE 1-FOOT MINIMUM ABOVE THE 100-YEAR FREQUENCY FLOOD LEVEL. THE FOLLOWING MINIMUM FINISHED FLOOR ELEVATIONS ARE HEREBY SET FOR THE AFFECTED LOTS:

LOT	BLOCK	FINISHED FLOOR ELEVATION
1	C	640.00'
2	C	630.00'
- NO FILL SHALL BE PLACED OR ALLOWED TO REMAIN ON THESE LOTS EXCEPT BY SEPARATE PERMIT.
22. THE GREENBELT AND DRAINAGE EASEMENT WILL BE LEFT IN A NATURAL STATE. NO CONSTRUCTION OTHER THAN UTILITIES AND DRAINAGE FACILITIES WILL BE PERMITTED.
23. PARKLAND REQUIREMENTS FOR THIS SUBDIVISION WERE SATISFIED AT THE TIME OF FINAL PLAT APPROVAL FOR WERKENTHIN SECTION ONE IN ACCORDANCE WITH SECTION 13-2 OF THE LAND DEVELOPMENT CODE.
24. A WAIVER FROM STORMWATER DETENTION REQUIREMENTS WAS GRANTED FOR THIS SUBDIVISION ON AUGUST 24, 1998 BY THE CITY OF AUSTIN WATERSHED PROTECTION UTILITY, WATERSHED ENGINEERING DIVISION.
25. NO BUILDING SHALL BE CONSTRUCTED ON SLOPES IN EXCESS OF 35% GRADIENT.
26. BENCHMARK: BM 1503 ELEVATION = 527.61 1/2-IRON ROD IN CONCRETE AT THE EAST CORNER OF LOT 4, BLOCK C, WERKENTHIN SECTION ONE.
27. ACCESS TO CORTO LAKE FROM LOTS 1 & 2, BLOCK C IS RESTRICTED TO THE JOINT USE DRIVEWAY AS SHOWN ON THE PLAT, AND AS RECORDED IN DOCUMENT NO. OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS VOLUME 13260, PAGE 444 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS.
28. EACH RESIDENTIAL LOT IN THIS SUBDIVISION IS RESTRICTED TO 8421 S.F. OF IMPERVIOUS COVER, EXCEPT WHEN GROUPS OF RESIDENTIAL LOTS CAN BE ASSEMBLED SO AS NOT TO EXCEED AN AVERAGE OF 8421 S.F. OF IMPERVIOUS COVER.
29. ALL CONSTRUCTION AND NOTES FROM THE PREVIOUS EXISTING SUBDIVISION "WERKENTHIN SECTION ONE" SHALL APPLY TO THIS AMENDED PLAT.

CITY OF AUSTIN / TRAVIS COUNTY ON-SITE SEWAGE FACILITY PROGRAM NOTES:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE SYSTEM WHICH HAS BEEN APPROVED BY THE CITY OF AUSTIN / TRAVIS COUNTY ON-SITE SEWAGE FACILITY PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM OR INDIVIDUAL WATER WELL.
3. NO WATER WELL MAY BE INSTALLED WITHIN 100 FEET OF AN ON-SITE SEWAGE DISPOSAL SYSTEM NOR MAY AN ON-SITE SEWAGE DISPOSAL SYSTEM BE INSTALLED WITHIN 100 FEET OF A WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE CITY OF AUSTIN / TRAVIS COUNTY ON-SITE SEWAGE FACILITY PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF CHAPTER 48 OF THE TRAVIS COUNTY POLICY, PROCEDURE AND REGULATIONS MANUAL OR CHAPTER 12-4 OF THE CODE OF THE CITY OF AUSTIN.
6. THE ON-SITE SEWAGE FACILITIES SERVING THE LOTS IN THIS SUBDIVISION MUST BE PROFESSIONALLY DESIGNED.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE CITY OF AUSTIN / TRAVIS COUNTY ON-SITE SEWAGE FACILITY PROGRAM AND/OR LOT OWNERS.
8. LOT 1, BLOCK C IS APPROVED FOR A LINED EVAPOTRANSPIRATION OR NONSTANDARD SEWAGE DISPOSAL SYSTEMS INDIVIDUALLY APPROVED BY THE TRAVIS COUNTY ON-SITE FACILITY PROGRAM.

PROJECT: WERKENTHIN Section One
 JOB NUMBER: 448912.00
 DATE: December 1999
 SCALE: 1" = 100'
 SURVEYOR: William D. Warrick
 TECHNICIAN: Jason Parker
 DRAWING: WERKENTHIN AMENDED
 FIELD NOTES: 5861
 PARTY CHIEF: M.D., J.R.
 FIELD BOOKS: 5176, 5168, 6863



206 WILD BASIN RD.
 SUITE #300
 P. O. BOX 162690
 AUSTIN, TEXAS
 78716 - 2690
 (512) 327 - 6840

AMENDED PLAT OF LOTS 1 & 2,
 BLOCK C OF
 WERKENTHIN
 SECTION ONE

SHEET
 2
 OF
 3
 PBSJ PLAT No.
 448912.00

10694

#200000127

TOTAL NUMBER OF LOTS
2 LOTS

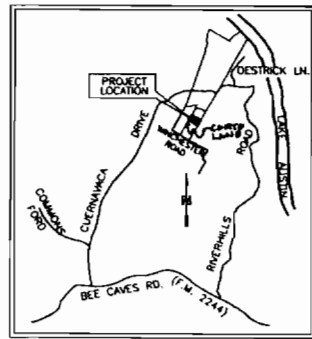
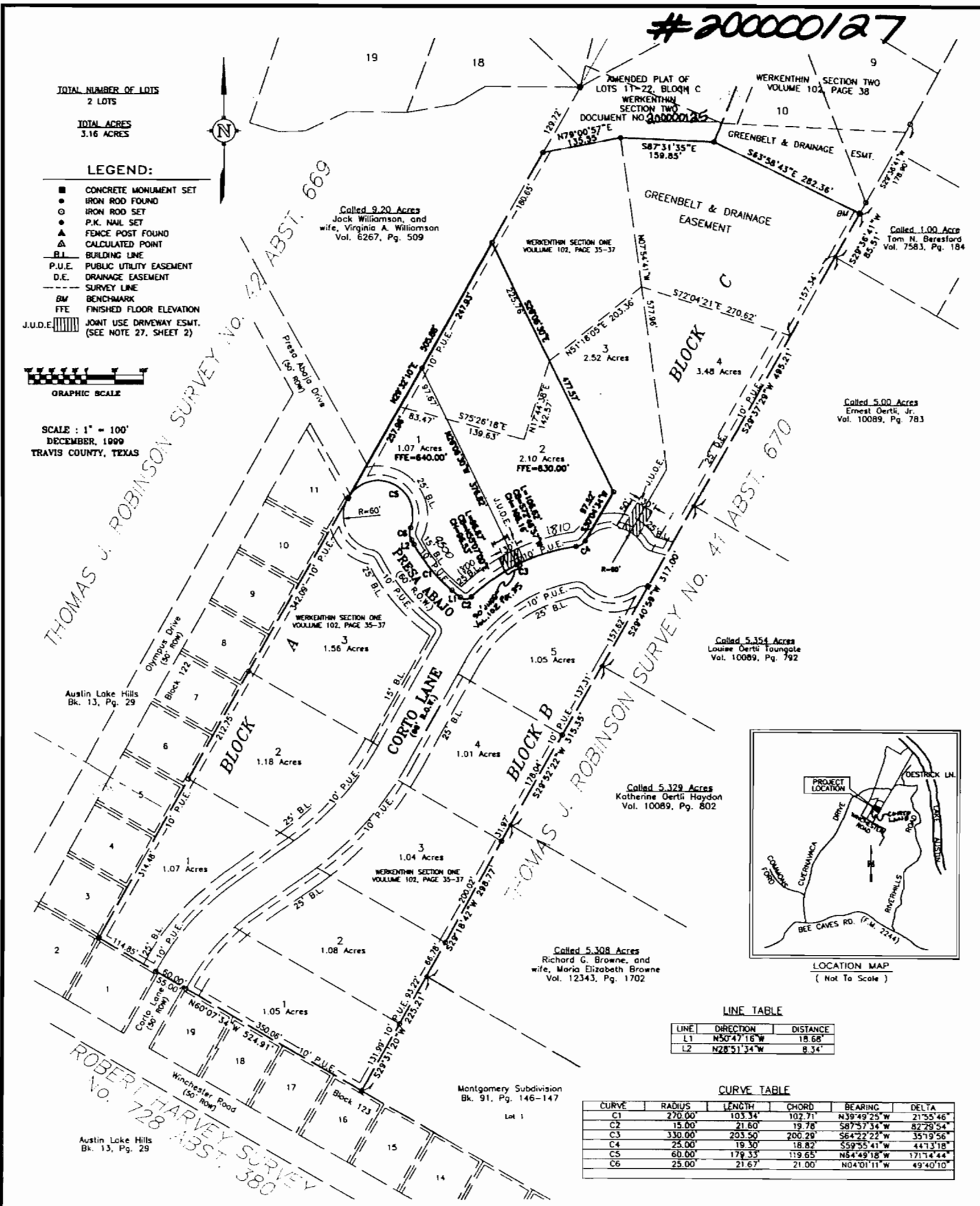
TOTAL ACRES
3.16 ACRES

LEGEND:

- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- P.K. NAIL SET
- ▲ FENCE POST FOUND
- △ CALCULATED POINT
- B.L. BUILDING LINE
- - - P.U.E. PUBLIC UTILITY EASEMENT
- - - D.E. DRAINAGE EASEMENT
- - - SURVEY LINE
- BM BENCHMARK
- FFE FINISHED FLOOR ELEVATION
- J.U.D.E. JOINT USE DRIVEWAY ESMT. (SEE NOTE 27, SHEET 2)



SCALE: 1" = 100'
DECEMBER, 1999
TRAVIS COUNTY, TEXAS



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N56°47'16" W	18.68'
L2	N28°51'34" W	8.34'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	270.00'	103.34'	102.71'	N39°49'25" W	21°55'46"
C2	15.00'	21.60'	19.78'	S87°57'34" W	82°29'54"
C3	330.00'	203.50'	200.20'	S64°22'22" W	35°19'56"
C4	25.00'	19.30'	18.82'	S59°55'41" W	44°13'18"
C5	60.00'	179.33'	119.65'	N84°49'18" W	171°14'44"
C6	25.00'	21.67'	21.00'	N04°01'11" W	49°40'10"

PROJECT: WERKENTHIN Section One
JOB NUMBER: 448912.00
DATE: December, 1999
SCALE: 1" = 100'
SURVEYOR: William D. Warwick
TECHNICIAN: Jason Parker
DRAWING: WERKENTHIN AMENDED
FIELD NOTES: 5861
PARTY CHIEF: M.D., J.R.
FIELD BOOKS: 5176, 5186, 6863



206 WILD BASIN RD.
SUITE #300
P.O. BOX 162600
AUSTIN, TEXAS
78716 - 2000
(512) 327 - 6840

AMENDED PLAT OF LOTS 1 & 2,
BLOCK C OF
WERKENTHIN
SECTION ONE

SHEET
3
OF
3
PBSJ PLAT No.
448912.00



COPY

P.O. Box 4444
Houston, TX 77210-4444
713 499 8645 - Fax 713 499-8659
Toll Free 888 627-8850 - Fax 888 627-8851
www.compassbank.com

International Trade Services

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S29042T

PLACE AND DATE OF ISSUE:
HOUSTON, TEXAS APRIL 29, 2008

DATE AND PLACE OF EXPIRY:
APRIL 28, 2009 HOUSTON, TEXAS

APPLICANT:
BELLA STRADA DEVELOPMENT, INC.
6836 BEE CAVES ROAD, SUITE 400
AUSTIN, TX 78746

ADVISING BANK:
NOT APPLICABLE

BENEFICIARY:
CITY OF AUSTIN
ATTN: FISCAL OFFICER
505 BARTON SPRINGS ROAD, 1ST FLOOR
AUSTIN, TX 78704

AMOUNT: USD231,159.00
(TWO HUNDRED THIRTY-ONE THOUSAND
ONE HUNDRED FIFTY-NINE AND NO/100
U.S. DOLLARS)

GENTLEMEN,

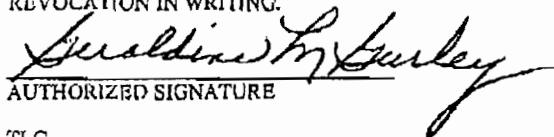
WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT ON COMPASS BANK, FOR THE ACCOUNT OF BELLA STRADA DEVELOPMENT, INC., (THE "CUSTOMER"), UP TO THE AGGREGATE AMOUNT OF TWO HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED FIFTY-NINE AND NO/100 U.S. DOLLARS (\$231,159.00) (THE "STATED AMOUNT"), FOR THE WERKENTHIN SECTION ONE SUBDIVISION, AVAILABLE BY YOUR DRAFT, ACCOMPANIED BY A REQUEST SIGNED BY THE DIRECTOR OF THE WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, OR DESIGNEE, STATING THAT THE FOLLOWING CONDITION EXISTS:

"A CONDITION OF DRAW EXISTS UNDER THE SUBDIVISION CONSTRUCTION AGREEMENT DATED APRIL 25, 2008, BY AND BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN (THE "AGREEMENT"). THE CITY IS IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF SAID AGREEMENT AND HAS CALCULATED THE AMOUNT OF THIS DRAFT IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT."

DRAFTS MUST BE DRAWN AND PRESENTED BY OR ON APRIL 28, 2009 BY THE CLOSE OF BUSINESS OF THE ISSUER OF THIS CREDIT AND MUST SPECIFY THE DATE AND NUMBER OF THIS CREDIT. DRAFTS WILL BE HONORED WITHIN FIVE (5) CALENDAR DAYS OF PRESENTMENT. WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN AND PRESENTED IN ACCORDANCE WITH THIS CREDIT SHALL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT BETWEEN THE HOURS OF 8:00 A.M. AND 4:00 P.M. MONDAY THROUGH FRIDAY ON A DAY WHEN THE INTERNATIONAL TRADE SERVICES OFFICE IS OPEN FOR BUSINESS AT 24 GREENWAY PLAZA, INTERNATIONAL TRADE SERVICES, SUITE 1601, HOUSTON, TEXAS 77046 ON OR BEFORE THE EXPIRATION OF THIS LETTER OF CREDIT. PARTIAL DRAWS ARE PERMITTED AND THE LETTER OF CREDIT SHALL BE REDUCED BY THE AMOUNT OF SUCH PARTIAL DRAWS AS WELL AS BY ANY REDUCTION LETTERS AUTHORIZED BY THE CITY. THE SUM OF SUCH PARTIAL DRAWS SHALL, ON NO ACCOUNT EXCEED THE STATED AMOUNT OF THIS CREDIT, AND UPON ANY DRAW OR REDUCTION LETTER WHICH EXHAUSTS THIS CREDIT, THE ORIGINAL OF THIS CREDIT WILL BE SURRENDERED TO US.

EXCEPT AS EXPRESSLY STATED, THIS CREDIT SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 500).

THIS CREDIT IS IRREVOCABLE PRIOR TO ITS EXPIRATION DATE UNLESS BOTH PARTIES CONSENT TO REVOCATION IN WRITING.


AUTHORIZED SIGNATURE

TLC

CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: Bella Strada Development, Inc.
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$5,400.00
PROJECT: River Hills Road Drainage Improvements
In reference to the Estates at Eanes Creek subdivision
DATE OF POSTING:
EXPIRATION DATE: None

The escrow agent shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

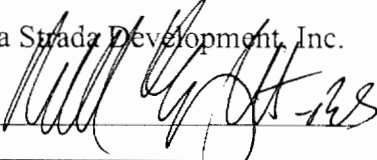
The County considers such a drawing on the escrowed funds to be necessary for payment of off-site drainage improvements to be constructed at River Hills Road for the benefit of Seven Oaks Section 4 subdivision and in conjunction with the proposed county project – River Hills Road Drainage Improvements. No further substantiation of the necessity of the draw is required by this Agreement.

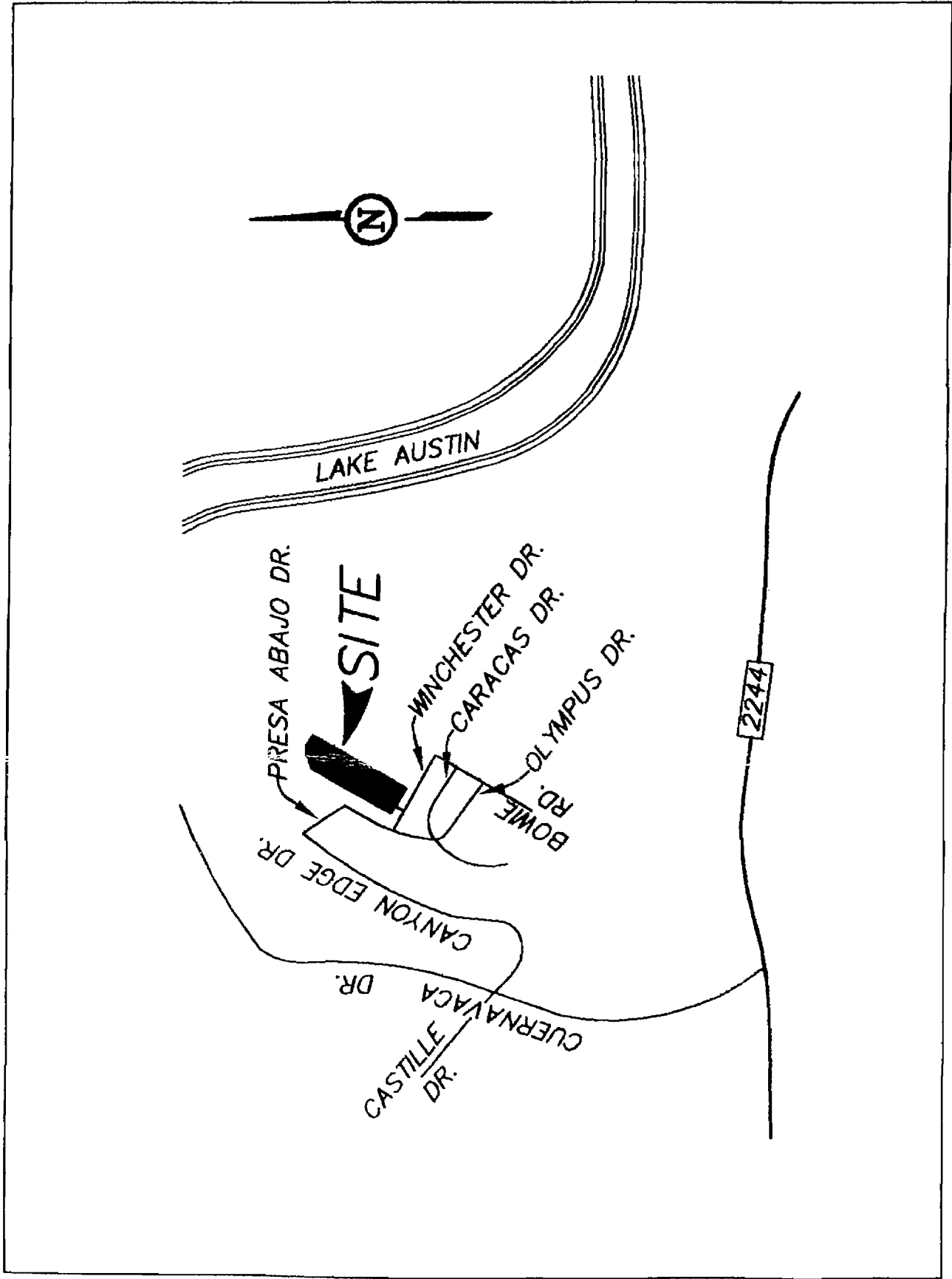
Partial drafts and reductions in the escrowed funds are permitted. Drafts will be honored within five calendar days of presentment. This Agreement may be revoked only by the consent of the DEVELOPER and TRAVIS COUNTY.

The escrowed funds will be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and will be credited to the PROJECT to provide for any contingencies and change orders. Any funds remaining in escrow upon the approval of the PROJECT will be returned to the DEVELOPER.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge
Date: _____

Bella Strada Development, Inc.
By: 
Address: 6836 Beechaves Rd. Ste. 400
Austin, TX 78746
Date: April 17, 2008



MAPSCO GRID #: C28

LOCATION MAP

MAPSCO PAGE #: 522

78732

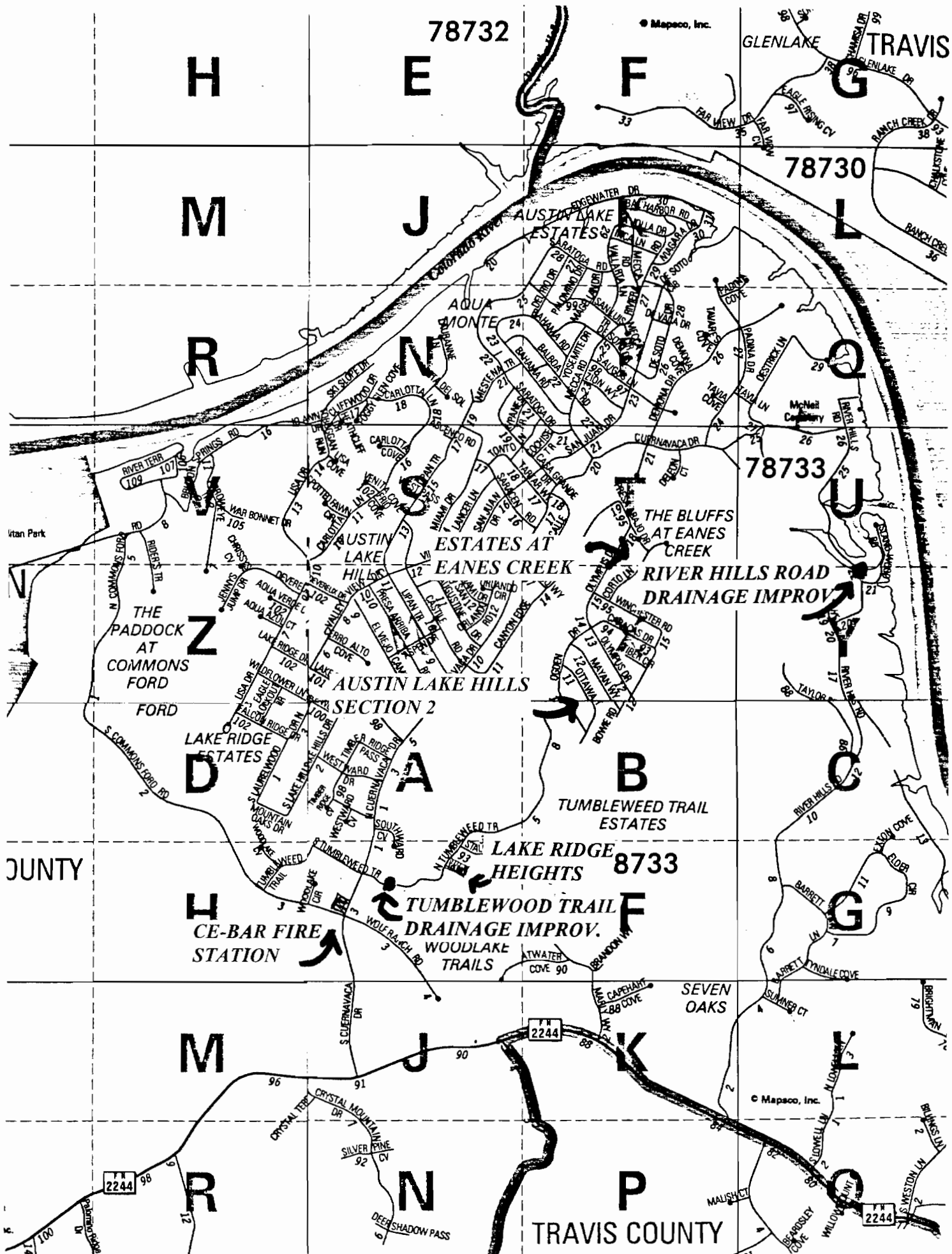
Mapco, Inc.

GLENLAKE TRAVIS
GLENLAKE DR
EAGLE BRIDGE CV
RANCH CREEK DR
MUNSTINE DR

78730

78733

8733



RIVER TERR 109

THE PADDOCK AT COMMONS FORD

AUSTIN LAKE HILLS SECTION 2

ESTATES AT EANES CREEK

THE BLUFFS AT EANES CREEK
RIVER HILLS ROAD DRAINAGE IMPROV

LAKE RIDGE ESTATES

AUSTIN LAKE HILLS SECTION 2

TUMBLEWEED TRAIL ESTATES

LAKE RIDGE HEIGHTS

TUMBLEWOOD TRAIL DRAINAGE IMPROV.
WOODLAKE TRAILS

SEVEN OAKS

PH 2244

PH 2244

PH 2244

TRAVIS COUNTY

16

Travis County Commissioners Court Agenda Request

Voting Session 05/13/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR



B. Requested Text:

A. Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Comanche Canyon Ranch, Area Two - a subdivision in Precinct Three; and

B. Consider and take appropriate action on a proposed License Agreement with the Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc. for improvements in public ROW - Precinct Three.

C. Approved by: _____
Commissioner Gerald Daughtery, Precinct 3

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Anna Bowlin	- 854-9383	Don Ward	- 854-9383
Jamie Mancillas	- 854-9383	Scott Lambert	- 854-9383
Gayla Dembkowski	- 854-9383	Howard Herrin	- 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- ____ Additional funding for any department or for any purpose
- ____ Transfer of existing funds within or between any line item budget
- ____ 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)

AGENDA REQUEST DEADLINE: This Agenda Request complete with 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.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: May 1, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Don Ward, P.E., Director of Road Maintenance & Fleet Services

SUBJECT: A. Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Comanche Canyon Ranch, Area Two - a subdivision in Precinct Three; and
B. Consider and take appropriate action on a proposed License Agreement with the Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc. for improvements in public ROW - Precinct Three.

Summary and TNR Staff Recommendation

Part A.

This subdivision was recorded on March 2, 2006 at Document #200600062. This subdivision includes public and private streets. The developer has requested that, at this time, the County only accept the public street portion of this subdivision. Therefore, a variance needs to be given to the subdivision rule that states a subdivision must be completed in its entirety and that all "Requirements for Approval..." must be submitted to be accepted. The purpose of this variance is so that public street portion of the subdivision can start the performance period. The private street portion, once Court is notified of its completion, will not have a performance period.

The public street to be accepted at this time is a portion of Comanche Trail. This street will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended. Fiscal will be retained for the balance of the Performance Period.

The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code. The completed sidewalks along this portion of Comanche Trail have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act.

The portion of Comanche Trail to be accepted is connected to an already accepted portion of Comanche Trail. This action will add 0.24 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Part B.

The constituent requests to enter into a License Agreement (new “Agreement”), which covers improvements in the right-of-way of Comanche Trail. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

A check in the amount of \$21,780.00 has been posted as a security deposit for the licensed property that is described in the attached License Agreement.

Issues and Opportunities:

In regards to the acceptance of the 0.24 mile portion Comanche Trail, on January 1, 1960 Travis County accepted for maintenance a 3.35 mile long center line easement. This approximately 50’ wide ROW was called Comanche Trail. The subject 0.24 mile portion of Comanche Trail is part of the 3.35 miles that was accepted in 1960.

The developer included the subject 0.24 miles of the original accepted ROW within the Comanche Canyon Ranch, Area Two plat and made the width 70’. Basically, the developer rededicated this portion of Comanche Trail through the platting process.

In regards to the proposed License Agreement, “...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION’s construction, maintenance or use of the Licensed Property.” The Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc. has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached new Agreement. The improvements will maintain the 7’ clear zone in order to adequately address the safety of the traveling public.

May 1, 2008

Page 3

Required Authorizations:

The proposed License Agreement utilizes the standard form.

Exhibits:

TNR Approval Letter

RAS Inspection Approval

List of streets

Requirements for Approval

License Agreement (1)

Attached maps (3)

PS:DW:ps

1105 Comanche Canyon Ranch, Area Two

1102 Comanche Canyon Ranch, Area Two License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: April 22, 2008

DEVELOPER:

Comanche Canyon Development, Inc.
6535 Comanche Trail
Austin, TX 78732

ENGINEER:

G. Ulcak Engineering, LLC
15321 Ozone Place
Austin, TX 78728

SUBJECT: **Comanche Canyon Ranch, Area Two – Comanche Trail Only**

Effective this date, street and drainage construction within this portion of the above mentioned project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

All items have been received

BY: Patricie M. Moreno

TNR Construction Inspector – Patricia Moreno

Paul Scoggins
TNR Engineering Specialist – Paul Scoggins

Donald W. Ward
TNR Road Maintenance – Don Ward

1102 fiscal file
1105 Subdivision File

April 7, 2008

Greg Ulcak
G. Ulcak Engineering, LLC
15321 Ozone Place
Austin, TX 78728

Re: Comanche Trail Sidewalks Compliance with the Texas Accessibility Standards

Dear Greg,

This report presents the findings of the on-site inspection for the Comanche Trail Sidewalks compliance with the Texas Accessibility Standards (TAS).

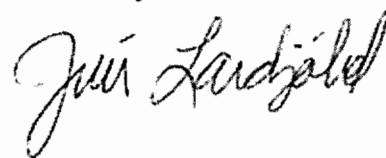
An inspection of the Comanche Trail Sidewalks was conducted and included the review of the following pedestrian elements:

- Curb ramps
- Sidewalks
- Crosswalks between the curb ramps

The elements listed above were found to be in compliance with the Texas Accessibility Standards.

Please feel free to contact me at (512) 569-1424 or at jel@alturasolutionslp.com to discuss how Altura Solutions can help with your accessibility needs.

Sincerely,



Jesús Lardizábal
President

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



Atlas No. M-06

Comanche Canyon Ranch, Area Two

Pct.# 3

Mapsco No. 462W

RECORDED AT Document #200600062 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 3/02/2006.

#	STREET NAME	FROM - TO	L.F. MILES	ROW	PVMNT	WIDTH OF CURB & PVMNT	GUTTER
1	Comanche Trail	SW cor of Lot 1 Blk B west to the west cor of Lot 35 Blk B	1285	0.24	70	HMAC 2 ~14.5' F-F	Yes
2						Plus turn	
3						lanes	
4							
5							
6							
7							
8							
9							
10							

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.24 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3

13-May-08

DATE

DP = DOUBLE PENETRATION
 HMAC = HOT MIX ASPHALT
 C = CONCRETE
 UPP = UNPAVED, PIT RUN
 UPS = UNPAVED, SELECT

Don W. Ward, PE
 Division Director
 Road & Bridge

DATE APPROVED BY TRAVIS COUNTY
 COMMISSIONERS COURT

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

COMANCHE CANYON RANCH AREA TWO

**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 4/14/08 1. Professional Engineer's certification of quantities of work completed
(**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. **If applicable**, Construction Summary Report, signed by COA inspector. §
82.604(c)(1)
- 4/14/08 3. Contractor's (**signed**) invoice or receipt of payment for work completed.
§82.401(a)(1)(B)
- 4/14/08 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's
Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan
[§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation
sheets for each sign.
- TC will 5. Performance Period Fiscal for 10% of the actual construction cost of street and
reduce drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it
must be in a form acceptable to Travis County and dated near the time of the TNR
inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or
Revision from FEMA and the completed application for a Letter of Map
Amendment or Revision. § 82.604(c)(5)
- 4/14/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk
construction, within the subdivision. Plan approval required at time of
Approval of Construction. Substantial compliance (inspection required at time of
street acceptance for maintenance. § 82.202(q)(2)
- 4/28/08 8. A TNR inspection report, indicating the completion of that portion of the work
represented by the reduction of fiscal (streets and drainage, including detention
ponds and common area sidewalks and traffic control devices shown on the
approved traffic control plan). § 82.401(c)(1)(C)
- 4/14/08 9. **If applicable**, approval of other agencies and/or cities, **if in their ETJ**;
Municipal or other Utility Districts.
- 4/14/08 10. License Agreement (**If there are private improvements in Public ROW**)

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Comanche Canyon Ranch Area 2, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Doc# 200600062, of the Official Public Records of Travis County, Texas (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of Comanche Trail in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, statues, trees and shrubs, stamped concrete at the intersection of Comanche Trail and Monte Castillo Parkway, and grate inlets installed along Comanche Trail within the ROW (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and
2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers,

employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on

the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of Twenty-One Thousand Seven Hundred Eight AND NO/100 DOLLARS (\$ 21,708). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property

within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then

the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc.
C/O Robert H. Theriot
6535 Comanche Trail
Austin, Texas 78732
(512) 266-7810

With Copy To:

Jerry L. Harris
Brown McCarroll
111 Congress Ave.
Suite 1400
Austin, Texas 78701

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83. ____

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 200_, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 200_.

THE ASSOCIATION:

Comanche Canyon Ranch Area Two Commercial
Lot Owners Association, Inc

By: Robert H. Theriot
signature

Name: Robert H. Theriot
printed name

Title: President
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

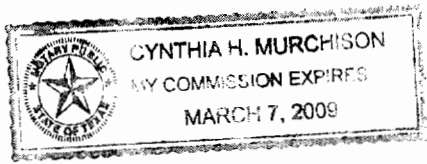
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COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 14th day of November, 2007, by Robert H. Theriot as President of the Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc., a Texas corporation, on behalf of said corporation.



Cynthia H. Murchison
Notary Public in and for the State of Texas

Cynthia H. Murchison
Printed/Typed Name

March 7, 2009
My commission expires

ADDRESS OF ASSOCIATION and ASSOCIATION'S MANAGEMENT CO.

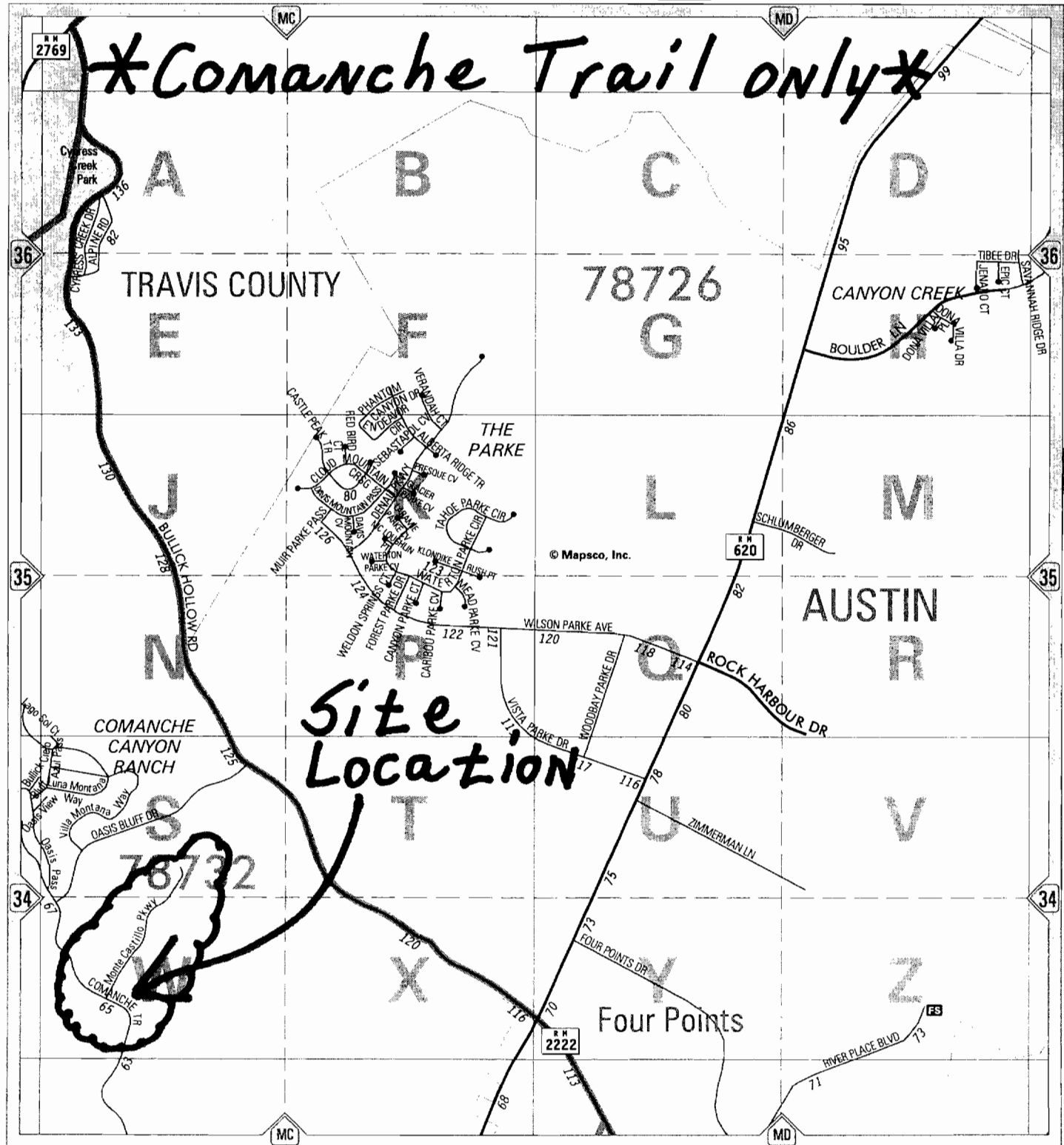
Comanche Canyon Ranch Area Two Commercial Lot Owners Association, Inc.
C/O Robert H. Theriot
6535 Comanche Trail
Austin, Texas 78732
(512) 266-7810

Comanche Canyon Ranch Area Two



462

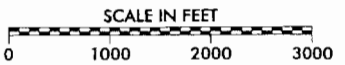
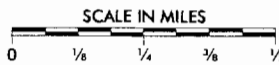
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CONTINUED ON MAP 461

CONTINUED ON MAP 492

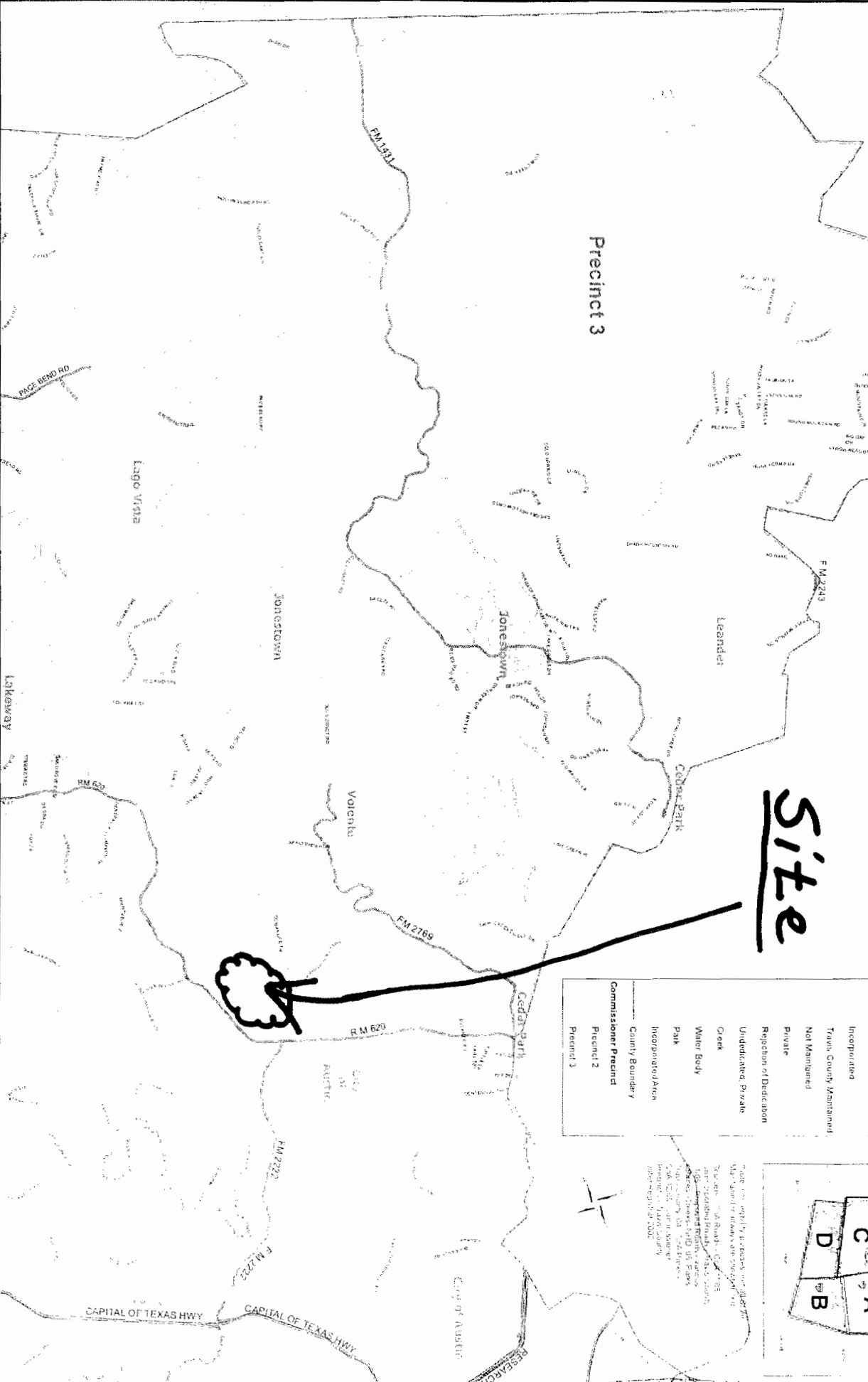
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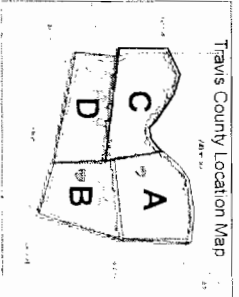
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Comanche Canyon Ranch, Area Two *Comanche Trail only*

Site



Legend	
Roadway Type	State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated Private
	Creek
	Water Body
	Park
	Incorporated Area
	County Boundary
Commissioner Precinct	Precinct 2
	Precinct 3

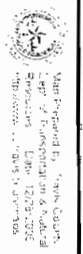


Map prepared by Travis County GIS Department
 Date: 12/29/2005
 File: 12/29/05
 Project: 12/29/05

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is. The Travis County GIS Coordinator at (512) 854-0383.

Text Scale:
 1 inch equals 4000 miles
 1 inch equals 5.002 feet

Travis County Roadways, Map C



Travis County Commissioners Court Agenda Request

Voting Session 05-13-08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselmann Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:
Consider and take appropriate action on a variance only for the Resubdivision plat for Lot 2, Block F, of Beby's Ranch Subdivision in Precinct Three:

A. A request for a variance from Title 30 of the Austin/Travis County Subdivision Regulations 30-3-191(A) which requires sidewalks be installed in new subdivisions.

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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 the Agenda Request and backup to them:

Anna Bowlin: 854-7561

Don Perryman: 974-2786

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

___ Transfer of existing funds within or between any line item budget

___ Grant

Human Resources Department (854-9165)

___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

MEMORANDUM

May 2, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision, Variances Only, in Precinct 3

PROPOSED MOTION:

Consider and take appropriate action on variances only for the resubdivision of Lot 2, Block F, Beby's Ranch Subdivision, in Precinct 3:

A. A request for variance from Title 30, Austin/Travis County Subdivision Regulations Section § 30-3-191, Sidewalks (which requires sidewalks for all new subdivisions);

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision plat proposes to resubdivide 1 lot into 4 lots for residential use on a 9.30 acre tract. This request is for the sidewalk variance only; the resubdivision plat will be scheduled for consideration by the Court subsequent to this variance request and resubdivision plat approval by Zoning and Platting Commission.

Variance Requests:

A. No sidewalks:

City of Austin/Travis County Subdivision Regulations Section § 30-3-191(A), SIDEWALKS, requires sidewalks constructed for all new subdivisions. However, due to the topography of the site and the lack of curb and gutter on the proposed streets, the applicant is requesting not to construct sidewalks.

There are no sidewalks or facilities in the vicinity of the area that would be considered pedestrian generators. In addition, the existing private road providing access to the lots does not have curb and gutter, and as such, sidewalks are not considered applicable due to roadside drainage and safety concerns. (See attached memorandum from John Ellis, P.E.). Due to these conditions, staff supports this variance request.

ISSUES:

While staff has received no direct opposition to this variance request, there have been numerous telephone inquiries from adjacent property owners regarding the resubdivision plat. The following adjacent land owners have contacted the City staff: Megan Meyer, Harvey Worchel, Jo Ann Hornsby, Jim Reed, and Charles Robinson. Their concerns were the potential impacts on their private access road, proposed land use, and concerns over increased drainage. The City and County staff will continue to work with these landowners to try and address their concerns, however, there is a possibility that the landowners may wish to speak at one, or all, of the upcoming public hearings on this resubdivision case.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

Proposed Plat

Letter requesting the variances

December 7, 2007

Mr. John Ellis, P.E., Transportation Review
Travis County TNR
411 W. 13th Street
P.O. Box 1748
Austin, Texas 78767

Re: Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision
No. 1, Block F


Dear Mr. Ellis:

I represent the applicant for the above-referenced application. As you are aware, the 9.30 acres included within this four (4) lot resubdivision, represents only a portion of the overall Beby's Ranch Subdivision No. 1, which was approved with private streets on September 17, 1947. To my knowledge, the existing private street (Hornsby Hill Rd.) that is adjacent to this resubdivision, has never had sidewalks on either side of the roadway, and there are no existing sidewalks anywhere in the overall subdivision. Likewise, due to the rather difficult terrain typical of this area, there are no sidewalks along McCormick Mountain Drive which Hornsby Hill Rd. connects to, and sidewalks are uncommon in the overall area. Therefore, I am respectfully requesting a variance from Section 30-3-191(A) (Sidewalk Installation in Subdivisions) of Title 30.

Pursuant to Section 30-3-191(B), the platting board (Commissioners Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalk variances, we have concluded that this variance request is reasonable and justified in that 1) there are drainageways adjacent to Hornsby Hill Rd. due to the absence of curb and gutter, and the grades are difficult in some areas, 2) there are no pedestrian generators within the immediate area, 3) there is no existing pedestrian system within the overall subdivision or connecting roadway to which sidewalks could be linked, 4) the overall subdivision was platted 60 years ago, and plats in this area during that period did not generally provide for sidewalks, and 5) this is a low density residential subdivision with low traffic levels that are typical of this type of land use.

Thank you for considering these factors in reviewing this request. Please contact my office at 474-1220, if you should have any questions or need additional information.

Sincerely,


Richard H. Crank, ASLA, AICP

RICHARD H. CRANK, ASLA

Perryman, Don

From: John Ellis [John.Ellis@co.travis.tx.us]
Sent: Friday, December 07, 2007 2:59 PM
To: Perryman, Don
Cc: Sarah Sumner
Subject: Beby's Ranch Sidewalk Variance

Attachments: BebysRanchSWVariance.pdf



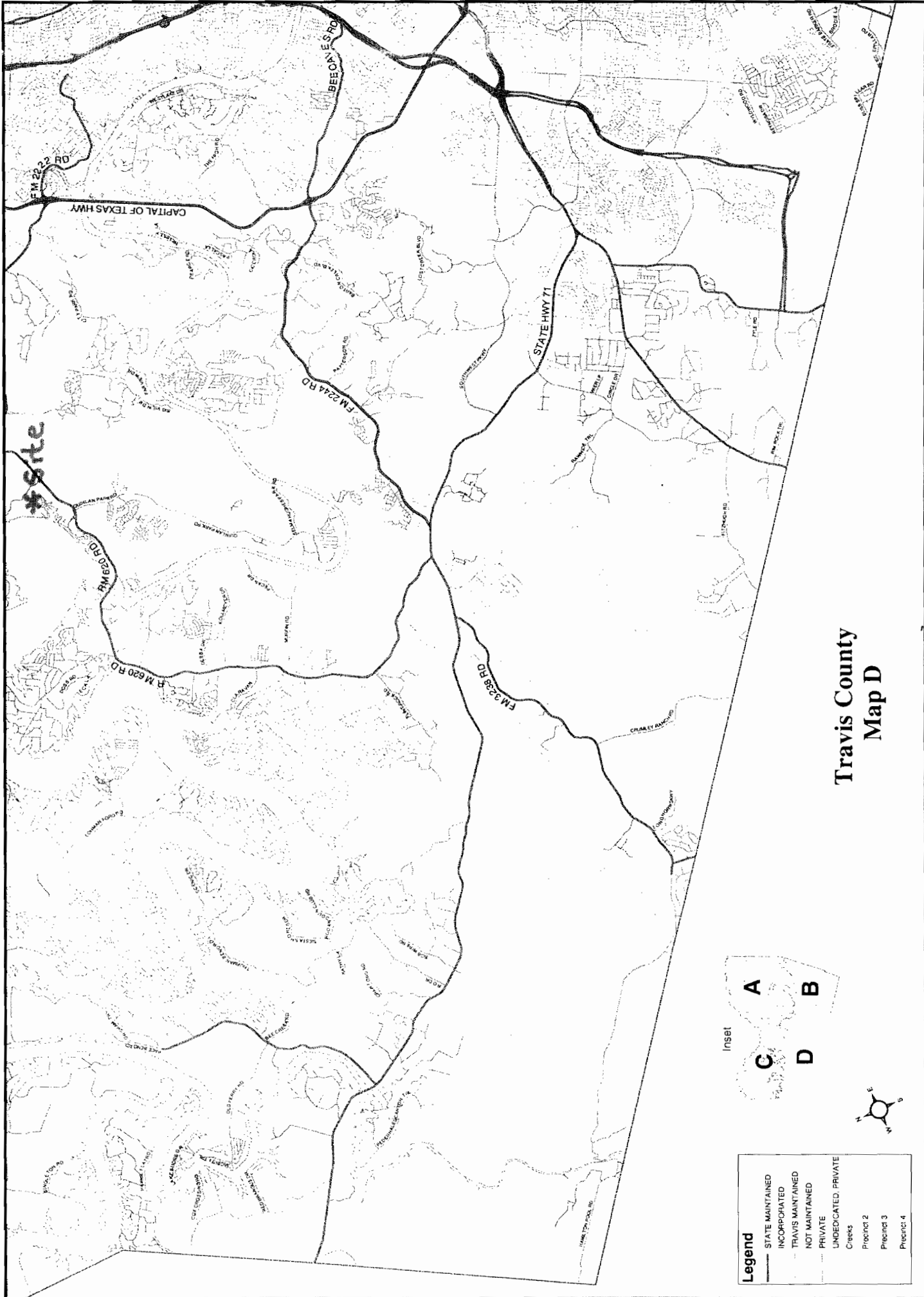
BebysRanchSWVari
ance.pdf (712 ...

Beby's Ranch Subdivision No. 1, Block F; Resubdivision of Lot 2 Case No.
C8J-2007-0089.0A

Travis County TNR staff supports the applicant's request for a variance from sidewalk requirements. In accordance with 30-3-191 SIDEWALK INSTALLATION IN SUBDIVISIONS, staff has reviewed the request considering factors set forth in Transportation Criteria Manual Section 4.2.5. The proposed plat further subdivides an existing platted lot and there are currently no sidewalks in the proximity of the plat nor are there facilities in the area that would be considered pedestrian generators to which sidewalks could provide access. In addition, the existing street providing access to the lots does not have curb and gutter and as such, sidewalks are not considered applicable due to roadside drainage and safety concerns.

I have attached a PDF of the applicant's letter requesting the variance.

John P. Ellis, P.E.
Travis County TNR
Planning and Engineering Services
Ph: (512) 854-9805
Fax: (512) 854-4649
Email: john.ellis@co.travis.tx.us



Travis County Map D

Legend

—	STATE MAINTAINED
- - -	INCORPORATED
- - -	TRAVIS MAINTAINED
- - -	NOT MAINTAINED
- - -	PRIVATE
- - -	UNDEDICATED, PRIVATE
~ ~ ~	Creeks
	Precinct 2
	Precinct 3
	Precinct 4



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources
 Date: 12/27/2004, Author: Ned Dues
 Website: <http://www.co.travis.tx.us>

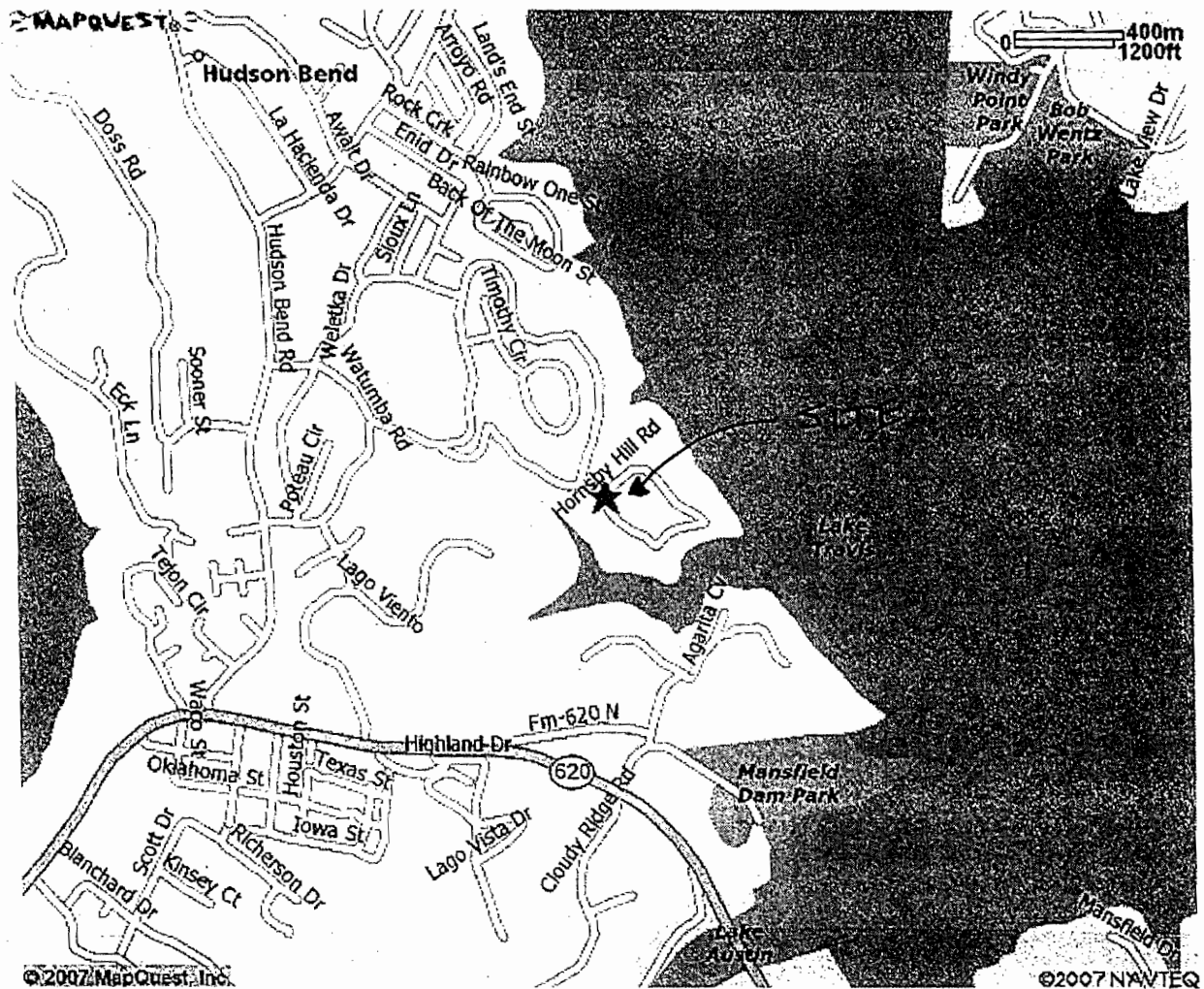


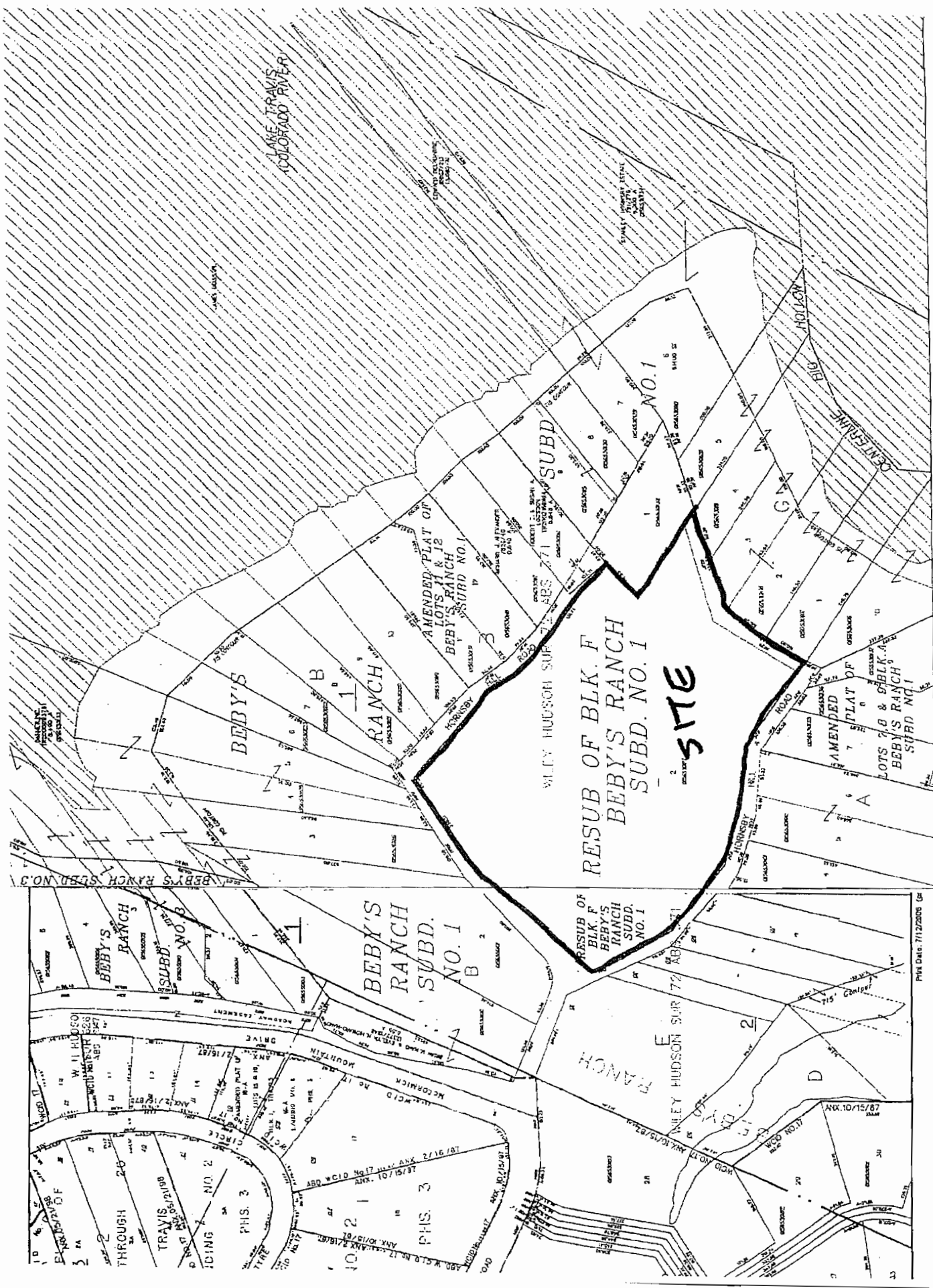
Text Scale:
 1 inch equals 1.04 miles
 1 inch equals 5.474 feet

Data Source(s): Precinct Boundaries 2002
 Roads - File maintained by Travis County
 Precincts - 2004, Water - 2004
 City of Austin database

Map Disclaimer: This map data was created for general reference only. The data is provided as is, without warranty. If you find any errors or omissions, please contact the GIS Coordinator at gis@co.travis.tx.us so that corrections can be made.

VICINITY MAP





LAKE TRAVIS
COLORADO RIVER

JAMES WILSON

WILEY HUDSON SUR 72 AB 571

AMENDED PLAT OF
LOTS 11 & 12
BEBY'S RANCH
SUBD. NO. 1

BEBY'S
RANCH
SUBD. NO. 1

RESUB OF BLK. F.
BEBY'S RANCH
SUBD. NO. 1

SITE

BEBY'S
RANCH
SUBD. NO. 1

RESUB OF
BLK. F.
BEBY'S
RANCH
SUBD. NO. 1

WILEY HUDSON SUR 72 AB 571

BEBY'S RANCH
SUBD. NO. 3

WILEY HUDSON SUR 72 AB 571

TRAVIS
SUBD. NO. 2

PHS. 3

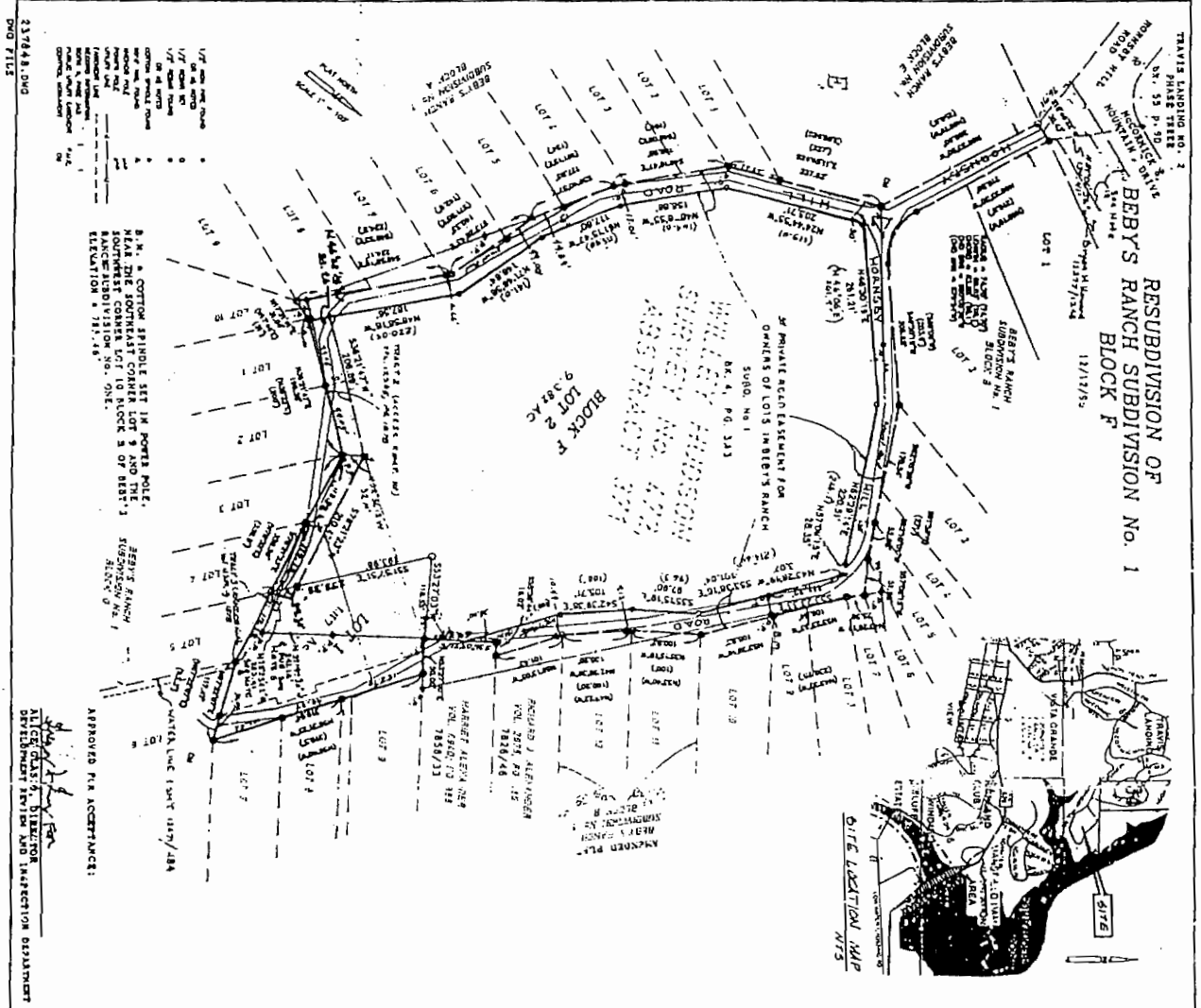
PHS. 3

PHS. 3

ANX. 10/15/67

PLAT DATE: 7/12/2008

Original Subdivision creating lot 2, Block F, Baby's Ranch



237448.DWG
DWG 7115

8 A.M. COTTON SPINDLE SET IN POWER POLE
NEAR THE SOUTHWEST CORNER LOT 1 OF BEBY'S
RANCH SUBDIVISION NO. ONE
ELEVATION = 731.15'

APPROVED FOR ACCEPTANCE:

ALICE CLASIS, DIRECTOR
DEPARTMENT REVIEW AND INSPECTION DEPARTMENT

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE FOLLOWING CERTS OF BEBY'S RANCH, BLOCK F, AS RECORDED IN BOOK 4, PAGE 211, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, CANTONMENT WELLS OF THE VALLEY LOCAL 00442L.

1) THOMAS HAMPTON JOHNSON AS CONVERTED TO HIM AS INSTRUMENTS RECORDED IN VOL. 12130, PG. 331; VOL. 12110 PG. 314; VOL. 1199, PG. 0221; VOL. 12130, PG. 0212; VOL. 1401, PG. 0147; AND VOL. 1541, PG. 18 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

2) THE REAL PROPERTY OWNERS JOHNSON AS CONVERTED TO HIM AS INSTRUMENTS RECORDED IN VOL. 1444, PG. 15 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

3) RECORDS OF TARRANT COUNTY, TEXAS, TO HIM AS INSTRUMENTS RECORDED IN VOL. 140, PG. 417 AND VOL. 1541, PG. 26 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

4) THAT DAILEY ACQUIRED AS COTTELOAN FOR SHERIN HEARS AND JAMES DON FOR MAT AS CONVERTED TO HIM AS INSTRUMENTS RECORDED IN VOL. 140, PG. 18 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

5) DON NONSSEY AS CONVERTED TO HIM BY INSTRUMENTS RECORDED IN VOL. 1541, PGS. 16-18 AND VOL. 140, PGS. 417-419 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

ACTING HEREIN BY AND THROUGH THOMAS HAMPTON JOHNSON, AS ATTORNEY-IN-FACT A POWER OF ATTORNEY, IN THE REAL PROPERTY 1441 AND TARRANT COUNTY, TEXAS AND INDIVIDUALLY BY NAME OF DEEDS SET FORTH ABOVE.

THE SAID PROPERTY HAVING BEEN APPROVED FOR RESUBDIVISION BY THE CITY OF AUSTIN, TARRANT COUNTY, TEXAS, LOCAL GOVERNMENT CODE, AS AMENDED, AND STATEMENT IS FOR THE USE OF THE PRESENT AND FUTURE OWNERS OF THE LOTS ACQUIRED UPON THE EXPIRATION THEREOF AND ASSIGNS SOLELY AS A PRIVATE ROAD AND IT IS HEREBY STIPULATED THAT THERE IS NO DEDICATION TO THE PUBLIC FOR OR UNDER INDIVIDUAL PRIVATE COMPANIES.

DO HEREBY RESUBDIVIDE AND AGREE TO ALL IN ACCORDANCE WITH THE PLAT SHOWN HEREON, AND TO BE BOUND BY THE SAME, AND TO BE BOUND BY THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, TO BE KNOWN AS RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F.

TO VERIFY WHICH WITNESSE ME, THIS THE 17 DAY OF

Thomas Hampton Johnson
THOMAS HAMPTON JOHNSON
14221 HORNBEET HILL ROAD
AUSTIN, TEXAS 78731

STATE OF TEXAS
COUNTY OF TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 28, 88
1988, BY:

SIGNATURE OF DONOR: *Thomas Hampton Johnson*
AT COMMISSION EXPIRES: July 28, 1991

ACCEPTED AND NOTARIALIZED FOR RECORD BY THE RECORDING COMMISSIONER OF THE CITY OF AUSTIN ON July 28, 1988

STEWART SANDOZ, COMMISSIONER
CIVIL SERVICE COMMISSION

RESUBDIVISION OF LOT 2, BLOCK F, I DIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F

BEARING BASIS (CM 74 TO CM 78): S 73°03'27" E 1001.24' (S 73°03'27" E 1000.95')

- MAP SYMBOLS: IMPROVED WIRE FENCE, CHAIN LINK FENCE, WOOD BOARD FENCE, UTILITY LINE, PUBLIC UTILITY FACILITY, BOUNDING LINE, 1/2" REBAR BOUND, 1/2" REBAR SET, 1/2" NON-ARMC FENCE, CONTROL POINT, BOUNDARY DATA FROM EXISTING RECORD, RIGHT-OF-WAY, TOWER POLE

AREA SUMMARY: LOT 1: 0.10 AC., LOT 2: 1.10 AC., LOT 3: 1.03 AC., LOT 4: 1.07 AC., TOTAL AREA: 9.33 AC.

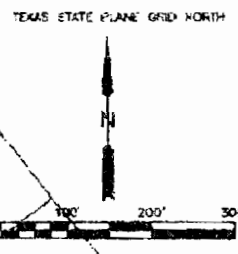
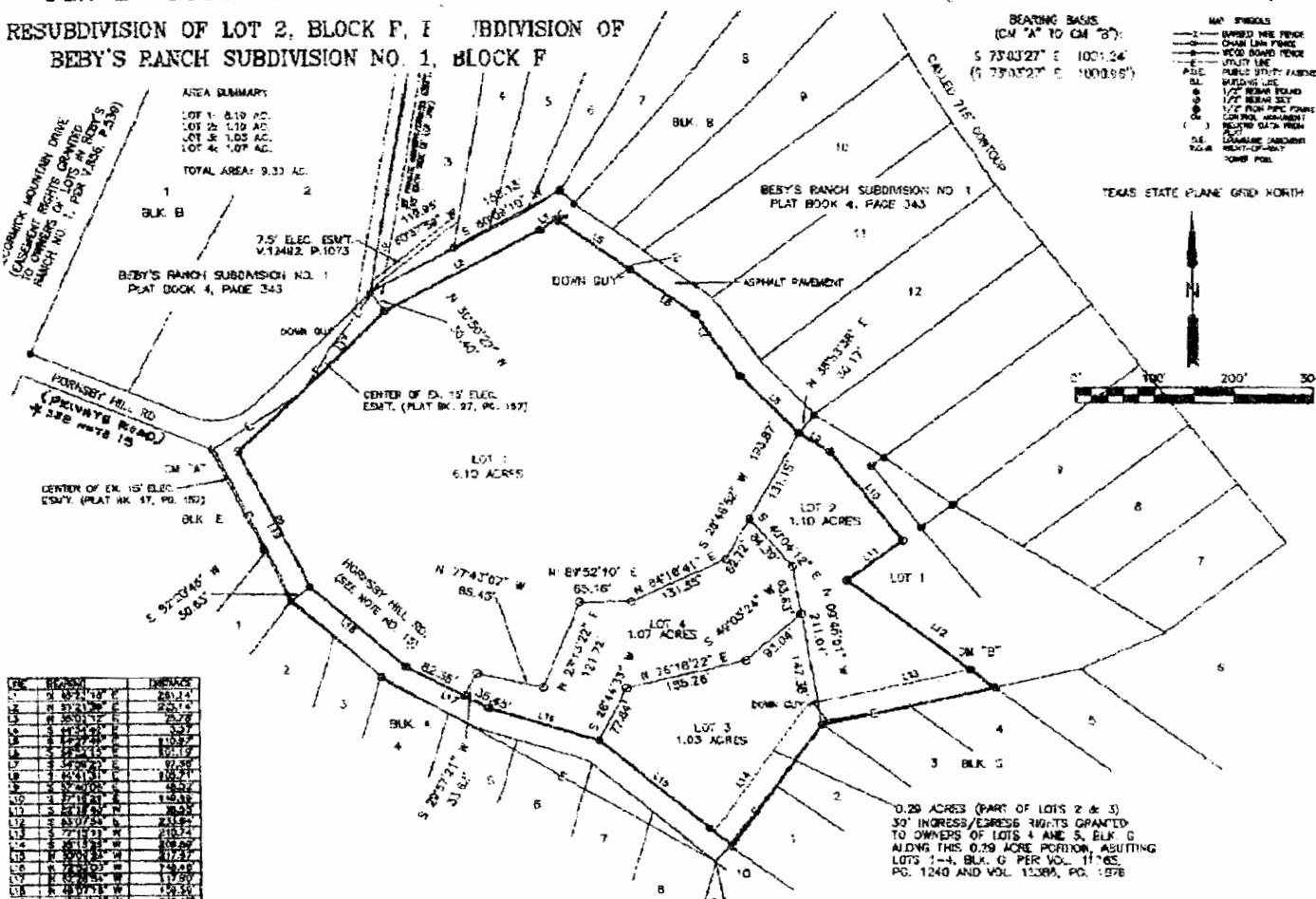


Table with columns for BLOCK, LOT, AREA, and PERCENTAGE. Lists lots 1 through 12 with their respective areas and percentages of the total.

0.29 ACRES (PART OF LOTS 2 & 3) 30' INGRESS/EGRESS RIGHTS GRANTED TO OWNERS OF LOTS 4 AND 5, BLK. G ALONG THIS 0.29 ACRE PORTION, ABUTTING LOTS 1-4, BLK. G PER VOL. 11-65, PG. 1240 AND VOL. 1238A, PG. 1878

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM NOTES

- 1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR A PRIVATE WELL.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE CHAPTER 48 - TRAVIS COUNTY, RULES OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWER FACILITIES.
6. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.
7. LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE.

STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

I, GREGORY SMITH, OWNER OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F, ACCORDING TO THE MAP OR PLAT HEREBY RECORDED IN VOLUME 97, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AS CONVEYED TO ME BY DOCUMENT NO. 2007048189 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREOF, SUBJECT TO CHAPTER 212.008 OF THE TEXAS LOCAL GOVERNMENT CODE, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, TO BE KNOWN AS RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F, AND 1.00 HEREIN OBLIGATE TO THE PUBLIC LINE OF THE STREETS AND EASEMENTS SHOWN HEREOF, WITH, HOWEVER, THE EXPRESS EXCEPTION OF HORSEY HILL ROAD, WHICH IS AND SHALL REMAIN A PRIVATE ROAD EASEMENT.

GREGORY SMITH
4701 HORNSETT HILL ROAD
AUSTIN, TEXAS 78754

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREGORY SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE REQUESTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF MARCH, 2007.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JAMES M. GRANT, AN AUTHORIZED MEMBER OF THE BAR OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPIES WITH THE SURVEY RELATED PORTIONS OF TITLE 23 OF THE AUSTIN CITY CODE OF 1989, IS TRUE AND CORRECT AND WAS PREPARED FROM AN AERIAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND, AND PORTION OF THIS SUBDIVISION IS WITHIN AN IDENTIFIED FLOOD HAZARD AREA, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 4846302285E, DATED 06-16-93.

JAMES M. GRANT, 47407
CARRIS-GRANT SURVEYING, INC.
7640 SOUTH LAMAR, SUITE 332
AUSTIN, TEXAS 78704
TEL (512) 444-1788
FAX (512) 444-8174
E-MAIL: jgrant@carisgrant.com



ROBERT WRIGHT, E.S. DATE

LOK4 NOTES:

ALL PROPERTY OF THE HEREIN DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN SINGLE-FAMILY RESIDENTIAL MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.

APPROVED FOR ACCEPTANCE

APPROVED, ACCEPTED, AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS.

THIS THE 27th DAY OF MARCH, 2007, A.D.

VICTORIA HSU, P.E., DIRECTOR
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 27th DAY OF MARCH, 2007, A.D.

BETTY BAKER, CHAIRPERSON

CLARVE HAMMOND, SECRETARY

APPROVED FOR ACCEPTANCE

APPROVED, ACCEPTED, AND AUTHORIZED FOR RECORD BY THE EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES, OF TRAVIS COUNTY, TEXAS.

THIS THE 27th DAY OF MARCH, 2007, A.D.

JOSEPH P. GEIGEMAN, EXECUTIVE MANAGER
TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, TEXAS

WITHIN THE DESIGNATED FLOOD HAZARD AREA, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 4846302285E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, AND AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) 4846302285E, DATED 06-16-93.

JOHN PROFFER, REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 28119
ADDRESS

4/4/07 DATE



SHEET 1 OF 2

Proposed Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision



18

Travis County Commissioners Court Agenda Request

Voting Session 05/13/08 Work Session _____
(Date) *Carol Beitzel* (Date)

I. A. Request made by: Joseph P. Gieselman
Phone # 854-9383 Signature of Executive Manager

B. Requested Text:

A. Consider and take appropriate action on a Revised Preliminary Plan in Precinct Two: Cantarra (Small Lot) Revised Preliminary Plan, (Total Number of Lots 1215 – 264.25 acres, 1200 Single Family lots, 1 Commercial, 14 Landscape, Sidewalk, Greenbelt PUE, Drainage and Water Quality lots. – Gregg Lane (aka: Howard Lane) – No Fiscal is required from Travis County with this preliminary plan – Sewage service to be provided by the City of Austin – City of Austin ETJ).

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

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 the Agenda Request and backup to them:

Joe Arriaga: 854-7562 Dennis Wilson, 854-4217
Anna Bowlin: 854-7561 Gayla Demkowski 854-7642

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

MEMORANDUM

April 28, 2008

TO: Members of the Commissioners' Court
Joseph P. Gieselman
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Anna Bowlin, Division Director of Development Services
SUBJECT: Cantarra (Small Lot) Revised Preliminary Plan

PROPOSED MOTION:

- A. Consider and take appropriate action on a Revised Preliminary Plan in Precinct Two: Cantarra (Small Lot) Revised Preliminary Plan, (Total Number of Lots 1215 – 264.25 acres, 1200 Single Family lots, 1 Commercial, 14 Landscape, Sidewalk, Greenbelt PUE, Drainage and Water Quality lots. – Gregg Lane (aka: Howard Lane) – No Fiscal is required from Travis County with this preliminary plan – Sewage service to be provided by the City of Austin – City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The applicant is proposing to revise a previously approved preliminary plan which includes 1215 total lots, 1200 single family lots, 1 commercial lot, 14 landscape, sidewalk, greenbelt, public utility easement, drainage and water quality lots. A total of 41,979 feet of linear feet are being proposed. This preliminary plan was approved by the Court on February 20, 2007. The purpose of this revision is to increase the density of lots from 1141 to 1215 lots and to realign several local streets. In addition, the City of Austin has annexed all the areas contained in Section 1. This subdivision is subject to parkland requirements and fees will be paid to Travis County prior to the final plat approval.

As this subdivision application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the proposed revised preliminary plan.

ISSUES:

Because this development contains a commercial lot; the applicant was required to submit a public notice to all registered neighborhood and homeowner's associations, the local emergency service district, and the fire marshal. Staff has not received any phones or inquiries on this project as of the date of this memo. In addition no one attended the City of Austin's Zoning and Platting Commission when it was presented to that commission.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

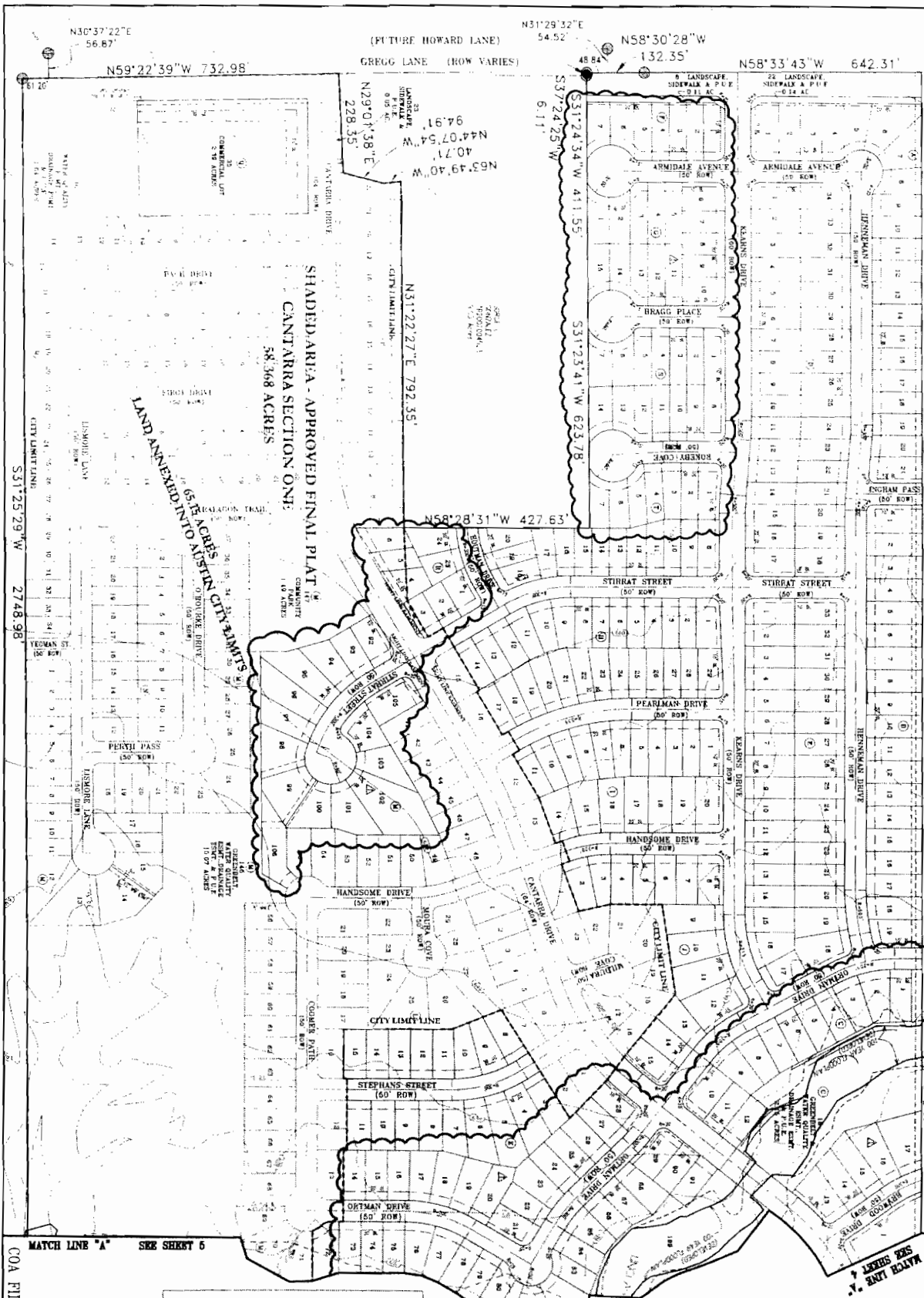
Location map, preliminary plan, notice

AMB: ja 408

CANTARRA (REVISED PRELIMINARY PLAN)

A SMALL LOT SUBDIVISION

N31°42'05"E 3282.88'



MATCH LINE "A" SEE SHEET 6

COA FILE# CBJ-05-0238.01



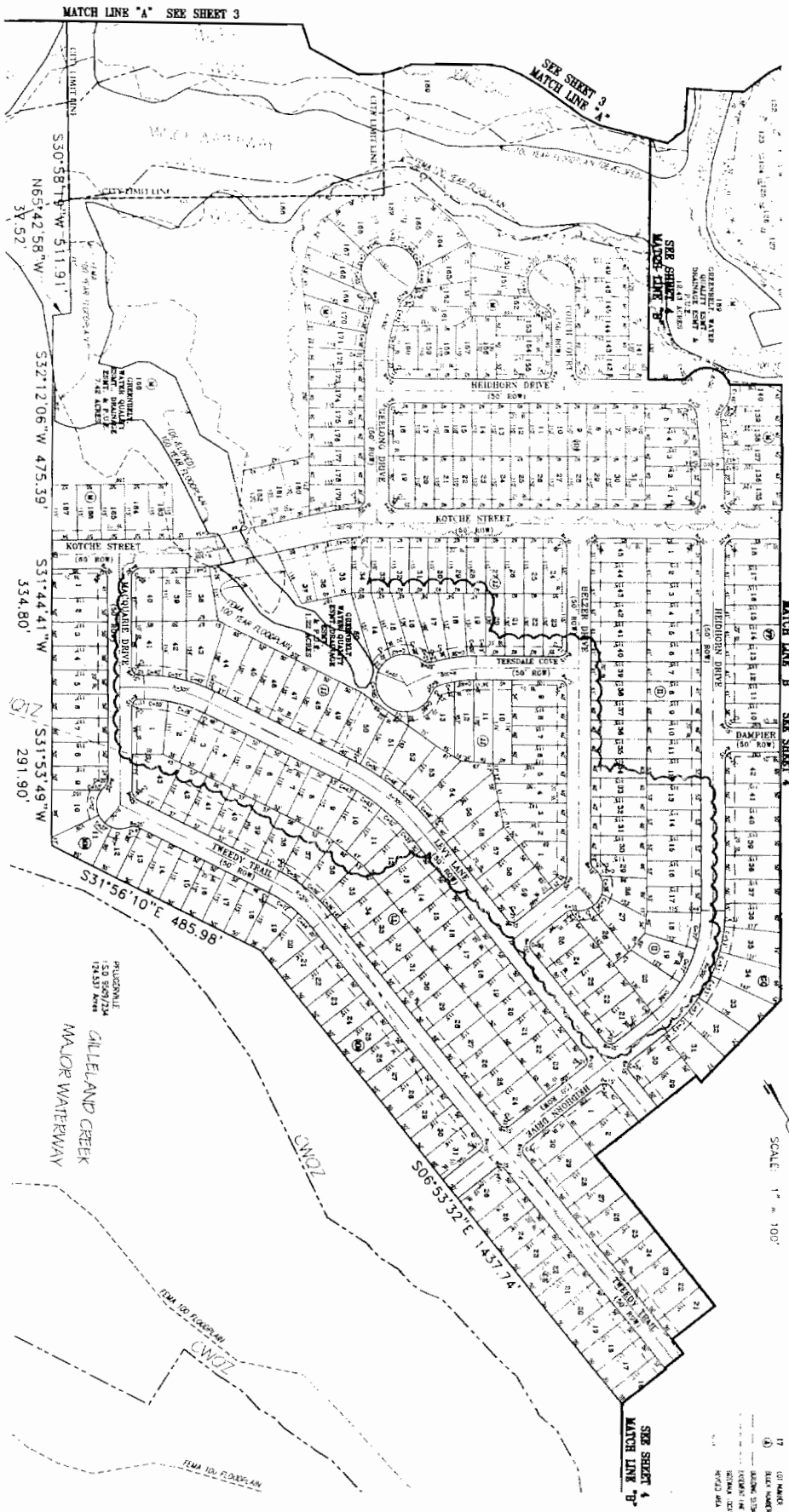
•	LEGEND
○	PROPOSED
□	EXISTING
○	WATER QUALITY CONTROL FACILITY
○	WATER QUALITY CONTROL FACILITY
○	WATER QUALITY CONTROL FACILITY
○	WATER QUALITY CONTROL FACILITY
○	WATER QUALITY CONTROL FACILITY
○	WATER QUALITY CONTROL FACILITY
○	WATER QUALITY CONTROL FACILITY

SCALE 1" = 100'

<p>CANTARRA (REVISED PRELIMINARY PLAN)</p> <p>PRELIMINARY PLAN - A SMALL LOT SUBDIVISION</p> <p>DATE: 05/27/2010</p>	<p>PRELIMINARY PLAN (OO SCALE)</p> <p>DATE: 05/27/2010</p> <p style="text-align: right;">L.A. Bly, Surveyor SPECIAL LICENSE</p>
--	---

CANTARRA (REVISED PRELIMINARY PLAN)

A SMALL LOT SUBDIVISION



LEGEND

	EASEMENT
	UTILITY
	BOUNDARY
	SURVEY POINT
	LOT
	BOUNDARY LINE
	EASEMENT LINE
	STREET RIGHT-OF-WAY
	BOUNDARY LINE
	EASEMENT LINE
	STREET RIGHT-OF-WAY



PROPOSED
174.57' RADIUS
CANTARRA CREEK
MAJOR WATERWAY

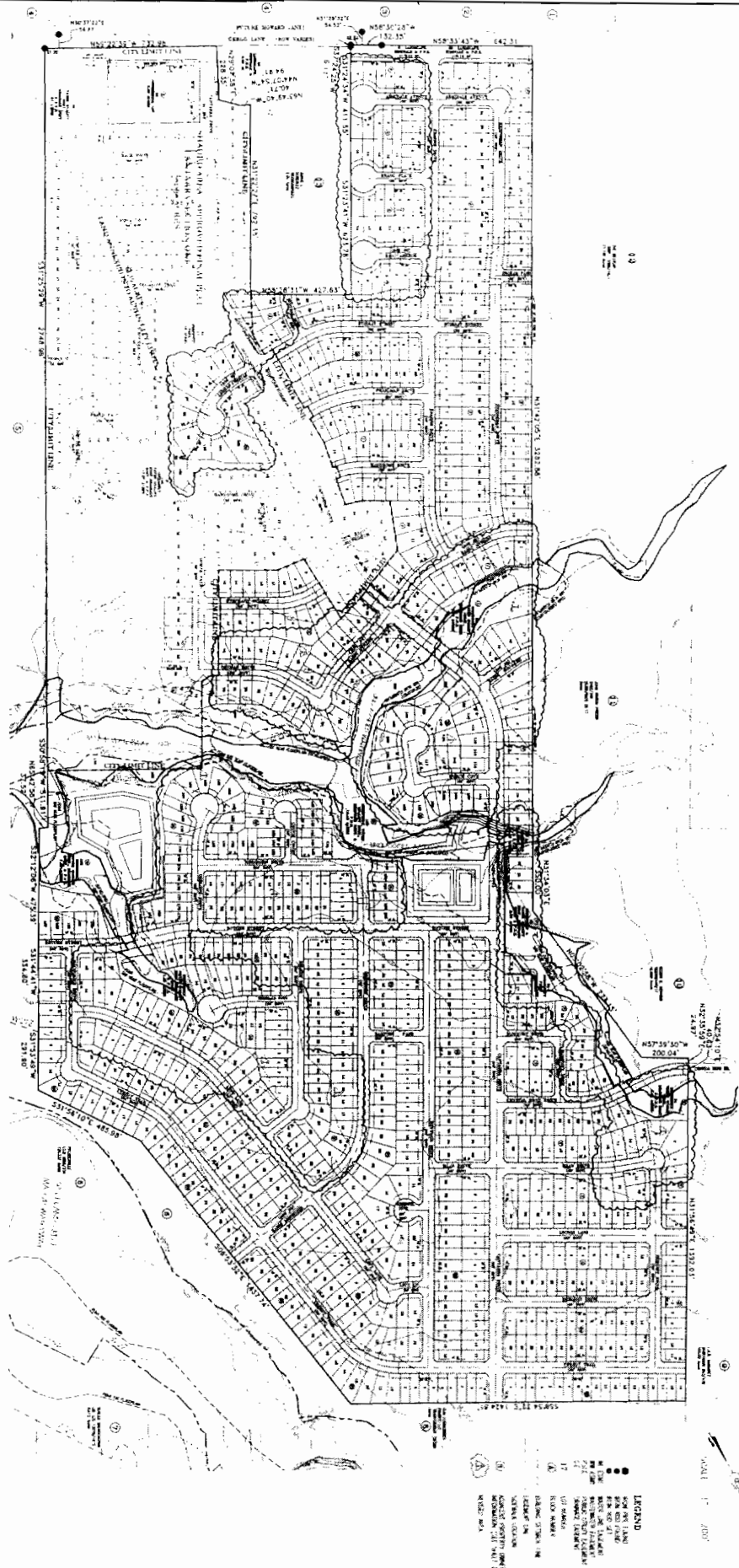


COA FILE# CB1-05-0236 01

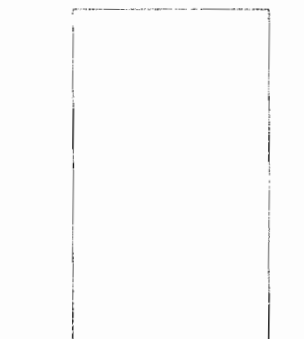
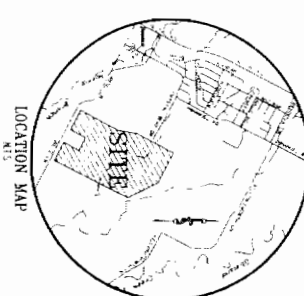


CANTARRA (REVISED PRELIMINARY PLAN)

A SMALL LOT SUBDIVISION



2011 11-1-11
 OWNER: CANTARRA DEVELOPMENT, INC.
 PROJECT: CANTARRA DRIVE, 1000' W. OF
 STATE ROUTE 100, COUNTY OF SUTTER,
 CALIFORNIA
 PREPARED BY: CANTARRA DEVELOPMENT, INC.
 DATE: 11-1-11
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1



3/10/11

COA FILE# 081-05-0236.01
 PREPARED BY: CANTARRA DEVELOPMENT, INC.
 DATE: 11-1-11

LOCATION MAP
N.T.S.



NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: Cantarra Revised Preliminary
Mailing date: April 25, 2008
Project location: Gregg Lane

Please be advised that your neighborhood association is within 1000 feet of a proposed development containing a non-residential land use. The development contains a/an future commercial lot that will be used for retail / neighborhood office. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/nr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Cantarra Ventures, LTD.
Owner's phone number: 972-964-9050

Agent's name: Charles Briganca

Agent's phone number: 512-280-5160

Travis County Case Manager: Joe Arriaga

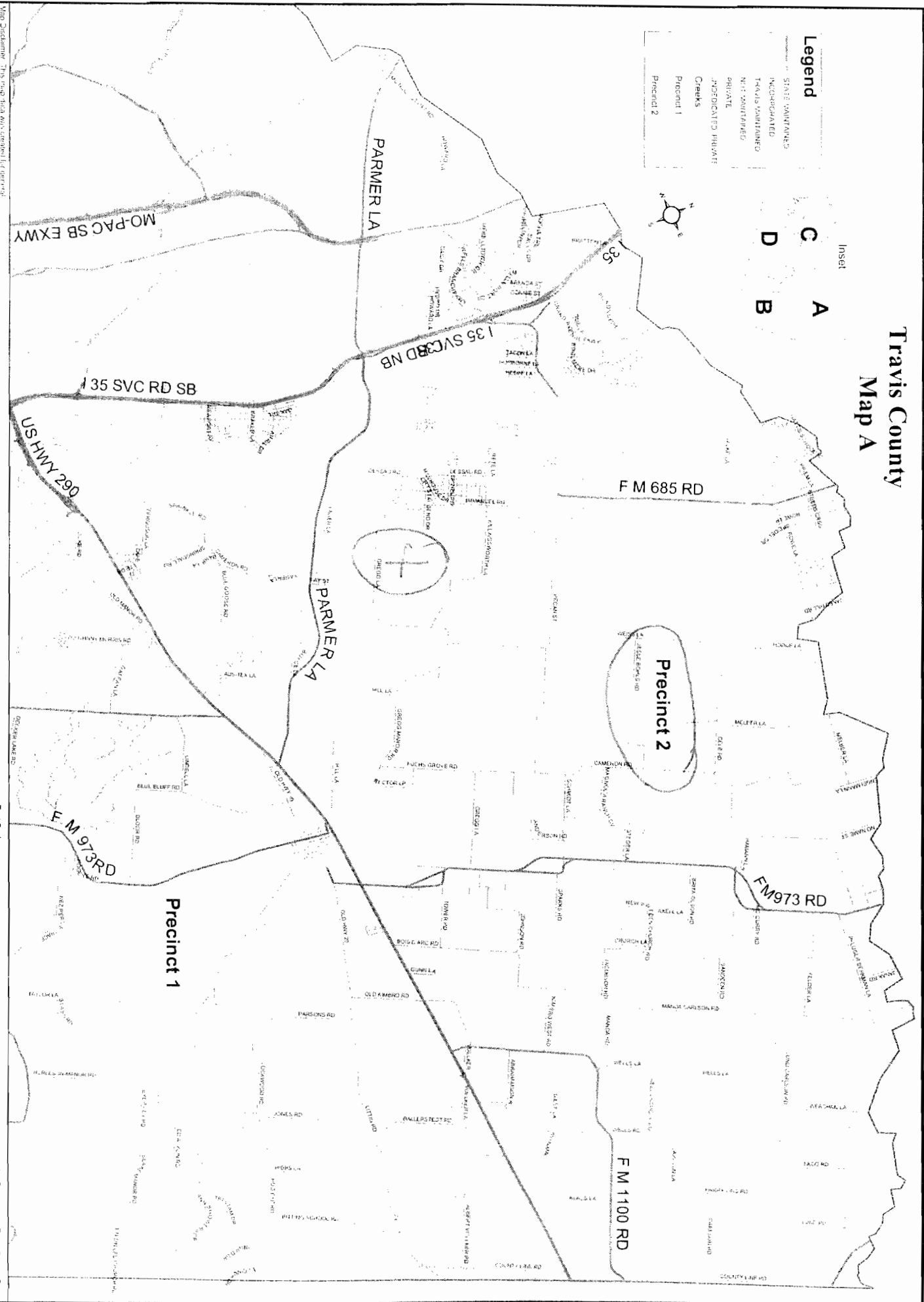
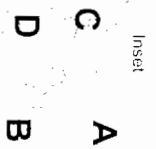
Case Manager's phone number: 512-854-9383 ext.# 47562

For more information please contact the project's owner, agent or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

Travis County Map A

Legend

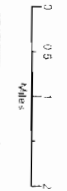
- STATE MAINTAINED
- UNINCORPORATED
- TRAILS MAINTAINED
- NOT MAINTAINED
- PRIVATE
- DEDICATED PRIVATE
- Streams
- Precinct 1
- Precinct 2



Map Disclaimer: This map has been created for general reference purposes only. The data is provided as is, with no warranty, of any kind. If errors are found, please contact the GIS Coordinator at 512.475.3100 or visit us at <http://www.co.tx.us>

Data Source: Precinct Boundaries, 2002
 Roads: The map is based on Travis County Geographic Information System (GIS) data. Source: GIS, COA

Text Scale:
 1 inch equals 0.35 miles
 1 inch equals 5,007 feet



Map Prepared by: Travis County, GIS
 Date: 12/27/2004
 Author: Heidi Danks
 WebSite: <http://www.co.tx.us>

Travis County Commissioners Court Agenda Request

Voting Session 5/6/08
4/1/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on approving the setting of a Public Hearing on May 6, 2008 to receive comments regarding:

A. A request to authorize the filing of an instrument to vacate a 25' wide drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, of Travis Settlement, Section Four – a subdivision in Travis County, Precinct 3; and

B. A plat for recording in Precinct Three: The Villas on Blacksmith Cove (The Revised Plat of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four) (Short form plat – 5 Lots – 13.11 Acres – Blacksmith Cove - No Fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

B. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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 the Agenda Request and backup to them:

<u>Michael Hettenhausen: 854-7563</u>	<u>Gayla Dembkowski: 854-7642</u>
<u>Anna Bowlin: 854-7561</u>	<u>Dennis Wilson: 854-4217</u>
<u>Paul Scoggins: 854-7619</u>	<u>Don Grigsby: 854-7560</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

___ Transfer of existing funds within or between any line item budget

___ Grant

Human Resources Department (854-9165)

___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

MEMORANDUM

March 20, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: The vacation of a 25 foot drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four, Precinct Three; and

The Villas on Blacksmith Cove (The Revised Plat of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four) Precinct Three.

PROPOSED MOTION:

Consider and take appropriate action on approving the setting of a Public Hearing on May 6, 2008 to receive comments regarding:

- A. A request to authorize the filing of an instrument to vacate a 25 foot wide drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, of Travis Settlement, Section Four – a subdivision in Travis County, Precinct 3; and**
- B. A plat for recording in Precinct Three: The Villas on Blacksmith Cove (The Revised Plat of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four) (Short form plat – 5 Lots – 13.11 Acres – Blacksmith Cove - No Fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

PART A

SUMMARY AND STAFF RECOMMENDATION:

TNR has received a request from the property owner's agent requesting to vacate a 25 foot wide drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, of Travis Settlement, Section Four. Lots 1 & 2 currently front on Blacksmith Cove, a street maintained by Travis County.

The property owner is requesting this vacation in order to accommodate the proposed revised plat of the before-mentioned resubdivision. The revised plat is to be named "The Villas on Blacksmith Cove." If the subject drainage easement was to remain it would bisect Lot 3 of the newly revised plat. According to the request letter, this would "...adversely affect building plans for the lot." Two new 25 foot drainage easements are to be dedicated per the revised plat.

Professional Engineer, Thomas J. Groll, has stated "The location of the proposed drainage easements does not change the direction of run-off within the existing sub-basins. Both of the proposed easements out fall into the same topographic low point as the existing easement." He goes on to state that "The contributing drainage area to the two proposed easements is the same as that for the existing easement. As such, the quantity and quality of run-off is unchanged."

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. With the new easements being dedicated through the revised plat, TNR recommends the vacation of the 25 foot wide drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

ISSUES AND OPPORTUNITIES:

The revised plat, if approved, will dedicate two new 25 foot drainage easements to replace the subject drainage easement. The new drainage easements are to be located centered along the new common lot lines of Lots 1A & 2A and Lots 4 & 5.

With the dedication of the two new easements, Travis County now has no need for the easement being vacated. Travis County has relied on Thomas J. Groll's professional opinion as a Professional Engineer in regards to the vacation in regards to the vacation's effect of the overall drainage in this area.

At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries once the sign is posted, an addendum to this memorandum will be presented to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

March 20, 2008

Page 3

PART B

SUMMARY AND STAFF RECOMMENDATION:

The property owner of 13.11 acres of the revised plat of Lots 1 & 2 of the resubdivision of lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four subdivision wish to resubdivide the two lots into five lots (Lots 1A, 2A, 3, 4, and 5). The previous eight lots were revised to create two lots, and this resubdivision will create five lots from the current two lot revised plat. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$2,656.00.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES AND OPPORTUNITIES:

As a requirement of the resubdivision, the applicant has paid for the County to mail a notice of public hearing letter to all property owners in the original Travis Settlement, Section Four subdivision. Also, a notice of public hearing sign will be placed on the subject property.

At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries once the sign is posted, an addendum to this memorandum will be presented to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

None.

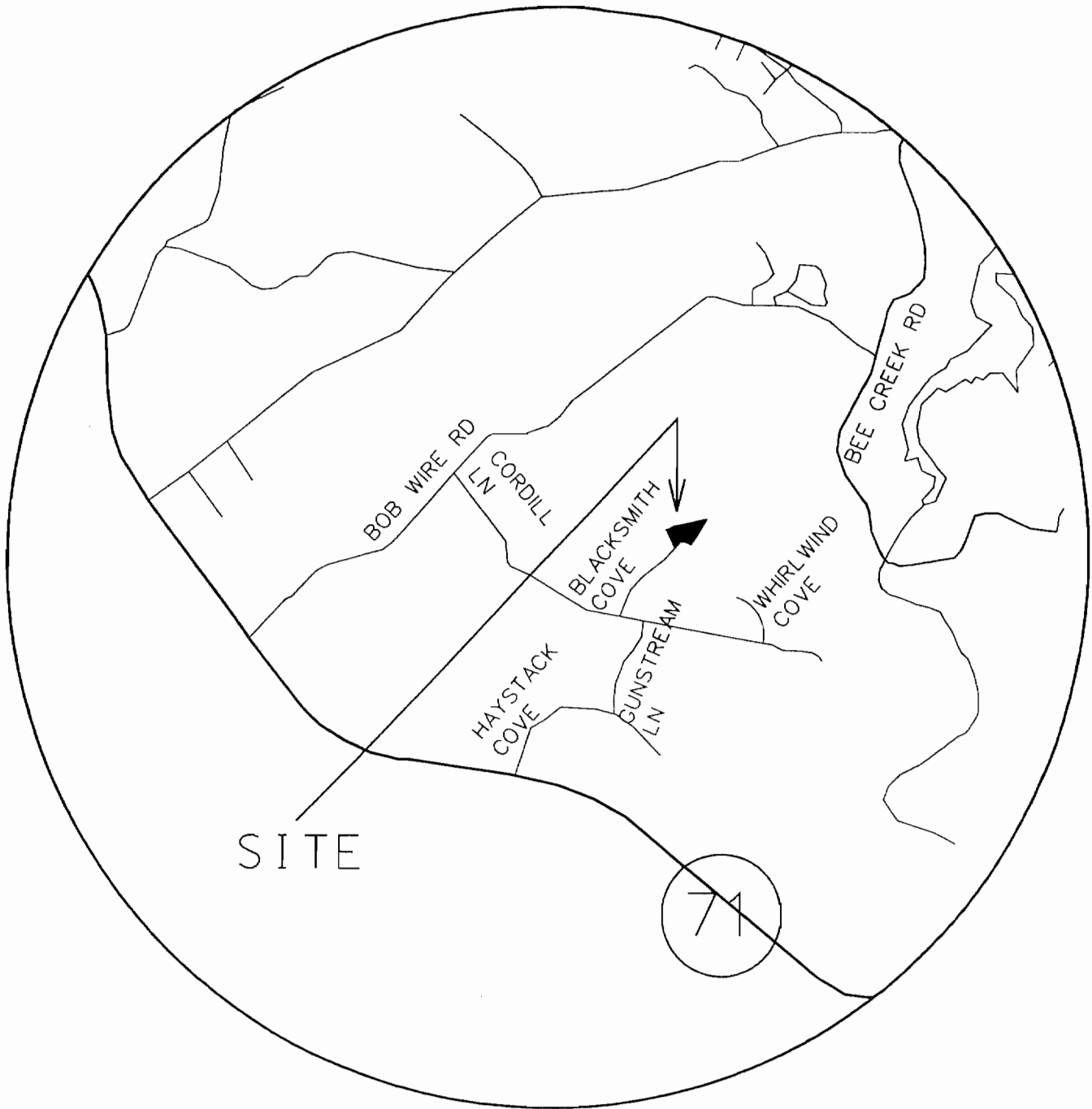
REQUIRED AUTHORIZATIONS:

None.

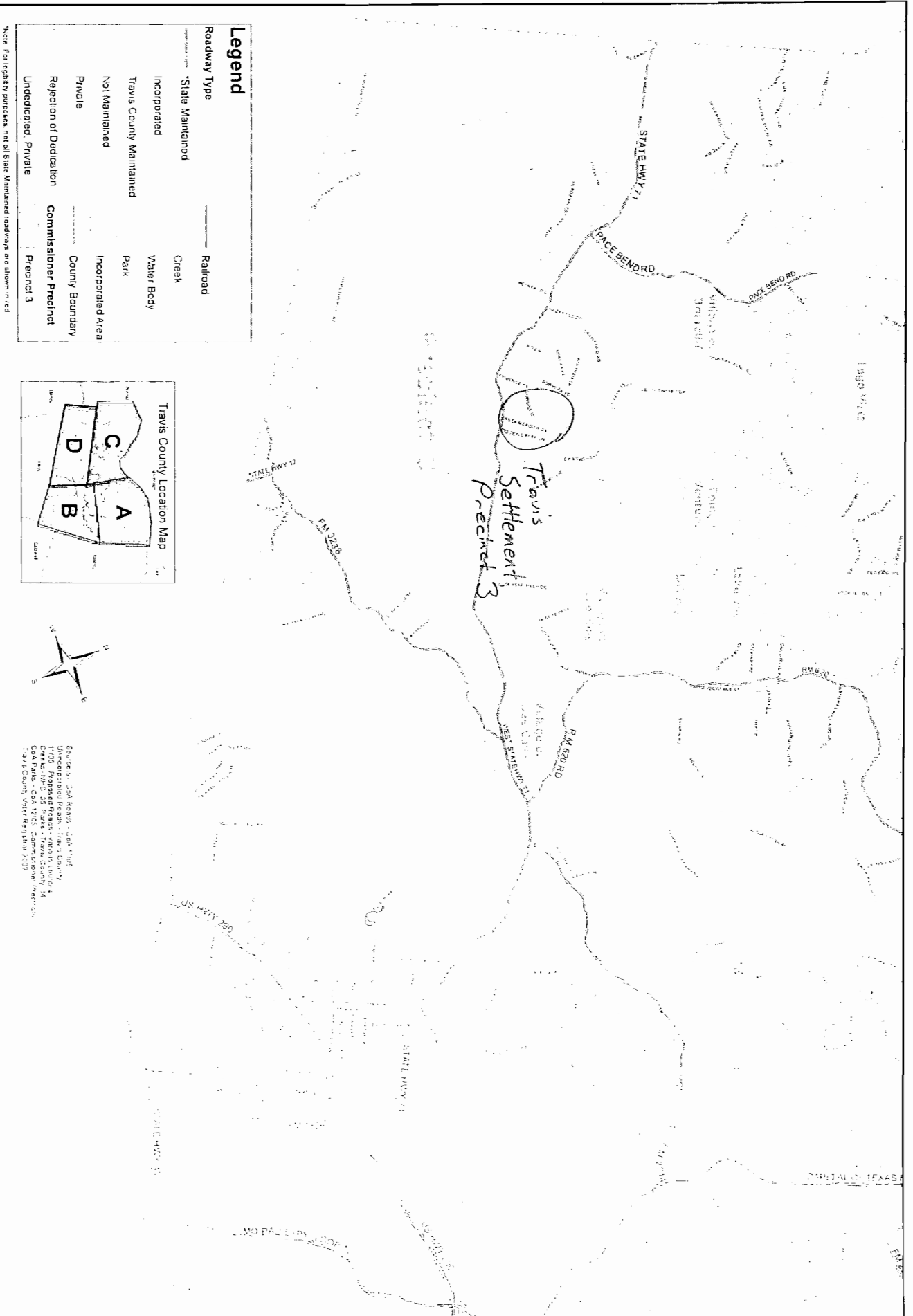
EXHIBITS:

Order of Vacation
Field Notes/Sketch
Request/Engineer's letter
Location Maps
Precinct Map
Existing Plat
Proposed Plat

AMB: mph/ps
1105

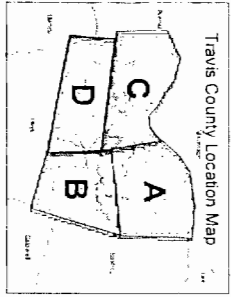


SITE MAP
NTS



Legend

Roadway Type	
State Maintained	Railroad
Incorporated	Creek
Travis County Maintained	Water Body
Not Maintained	Park
Private	Incorporated Area
Rejection of Dedication	County Boundary
Undedicated, Private	Commissioner Precinct
	Precinct 3



Scale: 1 inch equals 1,000 feet
 1 inch equals 328.084 meters

Travis County Roadways, Map D

Note: For legal purposes, not all State Maintained roadways are shown in red.

Map Designer: This map was created for the Travis County Open Space Authority. The data is provided "as is" without warranty. For more information, contact the Travis County Open Space Authority at (512) 952-0033.

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 25' drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267 of Travis Settlement, Section Four as recorded in Volume 92 Page 307, of the Plat Records of Travis County, Texas, in order to accommodate the revision of the before mentioned plat to be named The Villas of Blacksmith Cove; and

WHEREAS, a Professional Engineer has stated that, with the newly dedicated drainage easements per the revised plat, the new easements are more appropriately located with respect to the existing roadside drainage swales and the existing topography; and

WHEREAS, a Travis County Engineer has stated that, with the new drainage easements being dedicated, there is no objection to vacating this easement as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the drainage easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on May 6, 2008 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the 25' drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267 of Travis Settlement, Section Four, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

**Drainage Easement
Description for
Vacation**

**LEGAL DESCRIPTION
OF A DRAINAGE EASEMENT ACROSS
THE RESUBDIVISION OF LOTS
260, 261, 262, 263, 264, 265, 266, AND 267,
OF TRAVIS SETTLEMENT, SECTION FOUR,
TRAVIS COUNTY, TEXAS**

Being a 25 foot wide drainage easement, across The Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, of Travis Settlement, Section Four (hereafter in this document, called the Resubdivision), a subdivision of record in Volume 92, Page 307, of the Plat Records of Travis County, Texas, and being more particularly described as follows:

The centerline of said easement being along the common east line of Lot 1 and the west line of Lot 2 of the said Resubdivision;

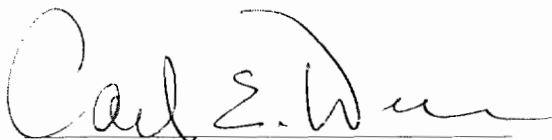
The east line of said easement being 12.5 feet east of and parallel to the above said common line between the said Lots 1 and 2;

The west line of said easement being 12.5 feet west of and parallel to the above said common line between the said Lots 1 and 2;

The north line of said easement being on the north line of the said Lot 1 and the north line of the said Lot 2, being the north line of the said Resubdivision, and the south line of Travis Settlement, Section Six, a subdivision of record in Volume 84, Page 33A, of the Plat Records of Travis County, Texas;

The south line of the said easement being on the south line of the said Lot 1 and the southwest line of the said Lot 2, being on the curving north right-of-way of the 60 foot radius cul-de-sac on Blacksmith Cove.

This description is based on record data and does not represent an on the ground survey

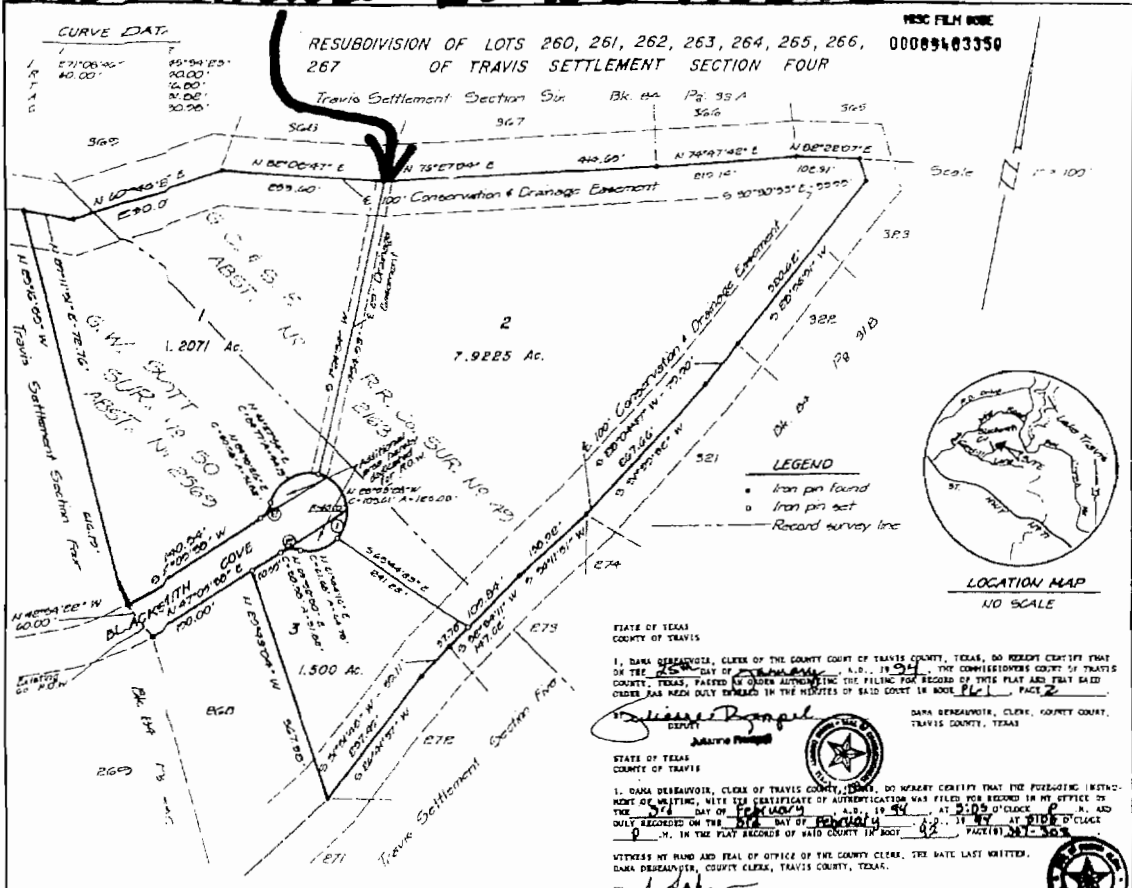


Carl E. Duaine

R.P.L.S. No. 1635



Easement to be vacated



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT MATO-KIRBY SPRINGS, INC., ACTING BY AND THROUGH ROBERT W. NATO, PRESIDENT, OF THAT CERTAIN 16.3475 ACRE TRACT OF LAND OUT OF THE C.C. & S.F. S.B. CO. SURVEY NO. 1143 AND ABSTRACT NO. 1143 AND THE C.V. SURVEY NO. 30, ABSTRACT NO. 2549 IN TRAVIS COUNTY, TEXAS, SAID 16.3475 ACRE TRACT OF LAND BEING 1.8111 ACRES OUT OF THE C.C. & S.F. S.B. CO. SURVEY NO. 1143, AND 4.7088 ACRES OUT OF THE C.V. SURVEY NO. 30, BY VIATUTE UP KIND OF RECORD IN PLAT 11654, PAGE 832 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY RECONVEY TO A TOTAL OF 16.3475 ACRES OF LAND OUT OF SAID PROPERTY, BEING FORMERLY RECORDED AS TRAVIS SETTLEMENT SECTION FOUR, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS RECORDED IN PLAT BOOK 84, PAGE 100 AND BEING THAT SAID PROPERTY VACATED BY VOLUME 11654, PAGE 832 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY RECONVEY TO A TOTAL OF 16.3475 ACRES OF LAND OUT OF SAID PROPERTY, TO BE KNOWN AS "RECONVEYMENT OF LOTS 260, 261, 262, 263, 264, 265, 266, 267 OF TRAVIS SETTLEMENT SECTION FOUR" SUBJECT TO THE EASEMENTS OR RESTRICTIONS HERETOFORE CLAIMED AND NOT RELEASED, AND DO HEREBY INDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS 21st DAY OF August, 1972, A.D.

Robert W. NATO
ROBERT W. NATO, PRESIDENT
MATO-KIRBY SPRINGS INCORPORATED

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT W. NATO, PRESIDENT OF MATO-KIRBY SPRINGS INCORPORATED, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE RECEIVED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF August, A.D. 1972.

Karen MacCurdy
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

DATE: 8-21-72

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THINGS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THINGS NECESSARY, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FURNISHED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, AND THAT SAID ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THINGS NECESSARY SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES, OR CONVEYERS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVRE, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 3rd DAY OF February, 1972, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, THEREBY AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDERS HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK 11654, PAGE 2.

DANA DEBEAUVRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVRE, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 3rd DAY OF February, A.D. 1972, AT 9:00 O'CLOCK P.M. AND ONLY RECORDED ON THE 11th DAY OF February, A.D. 1972, AT 11:47 A.M. IN THE PLAT RECORDS OF SAID COUNTY IN BOOK 11654, PAGE 307.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE DATE LAST WRITTEN.

DANA DEBEAUVRE, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TRAVIS

I, JERRY F. JOHNSON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE DATE:

20 Aug. 1972

JERRY F. JOHNSON, LICENSED PROFESSIONAL LAND SURVEYOR NO. 4018

TRAVIS COUNTY HEALTH DEPARTMENT NOTES:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY HEALTH DEPARTMENT.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM OR AN INDIVIDUAL PRIVATE WATER WELL WITH ADEQUATE QUALITY FOR FAMILY USE AND OPERATION OF AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
- NO WATER WELL MAY BE INSTALLED WITHIN 150 FEET OF AN ON-SITE WASTEWATER DISPOSAL SYSTEM NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A WATER WELL.
- EACH LOT IN THIS SUBDIVISION IS APPROVED FOR SINGLE FAMILY DWELLING ONLY, SERVED BY AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM AND A PRIVATE WATER WELL OR PUBLIC WATER SYSTEM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY HEALTH DEPARTMENT AND/OR THE LOT OWNERS.

John P. Ellis
JERRY F. JOHNSON, P. E.

DATE: 8-17-73

NO PART OF THIS SUBDIVISION IS WITHIN THE 5-MILE EXTERMINATIONAL JURISDICTION OF THE CITY OF AUSTIN AS OF THE DATE WRITTEN BELOW.

John P. Ellis
CITY ENGINEER, DEPT. OF PLANNING & DEVELOPMENT
CITY OF AUSTIN

DATE: 8/17/73

THE ACCEPTANCE FOR MAINTAINING BY TRAVIS COUNTY, TEXAS, OF THE RIGHTS OF STREETS IN REAL ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE COUNTY TO INSTALL STREETS MARKING SIGNS, AS THIS IS CONSIDERED TO BE PART OF THE DEVELOPER'S OBLIGATIONS, BUT THAT TRAFFIC SIGNS FOR TRAFFIC CONTROL, SUCH AS STOP SIGNS, YIELD SIGNS AND STOP AND YIELD SIGNS SHALL REMAIN THE RESPONSIBILITY OF THE OWNER.

DATE: 8/17/73

October 18, 2007

Travis County TNR
411 West 13th Street, 8th Floor
Austin, TX 78701

Re: Vacation of Drainage Easement at Travis Settlement Section 4.

Dear Review Staff,

This letter is submitted to address the requirements of the Travis County Code for Development in Subdivisions, Chapter 82.801(c)(3): Vacation of a Drainage Easement. The easement to be vacated is a 25' wide DE that was created by plat on the Re-subdivision of Lots 260-267, Travis Settlement Section 4 (92/307) and is located on the common lot line between Lot 1 and Lot 2 of that plat.

The reason for requesting vacation of this easement is to accommodate the revision of the existing plat in which Lots 1 & 2 will be re-subdivided into five distinct lots as shown on the attached proposed plat. The existing easement would bisect the proposed Lot 3 and, therefore, adversely affect building plans for the lot.

Vacation of the easement is justified for several reasons:

1. The Applicant proposes to replace the existing easement with two new drainage easements that will be dedicated upon approval of the proposed plat. One of the new easements will be a 25' DE centered on the proposed lot line between Lots 1A & 2A, and the other will be a 25' DE centered on the proposed lot line between Lots 4 & 5.
2. The proximity of the new easements relative to the existing easement will improve conveyance of storm water run-off. The new easements are more appropriately located with respect to the existing roadside drainage swales and the existing topography, which will allow for better conveyance in the event that drainage structures (for example: swales, pipe, or channels) are ever constructed within the easements.
3. The location of the proposed drainage easements does not change the direction of run-off within the existing sub-basins. Both of the proposed easements out fall into the same topographic low point as the existing easement.

4. The contributing drainage area to the two proposed easements is the same as that for the existing easement. As such, the quantity and quality of run-off is unchanged.

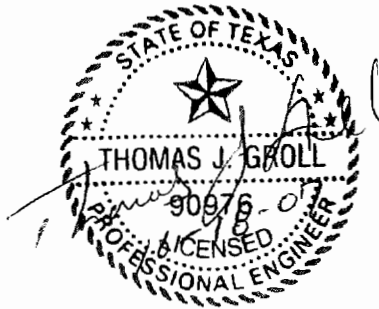
With respect to the requirement of Chapter 82.801(c)(3)(A)(ii) it is my professional opinion that a drainage study is not warranted because the Applicant proposes to add two new drainage easements to replace the vacated easement, the contributing drainage area is relatively small and the drainage patterns will be unchanged. Requiring a drainage study in this case would result in added cost to the property owners without providing any valuable information to the re-platting process.

If you have any questions regarding this request please feel free to contact me at (512) 448-0922.

Thank you,

TJG

Thomas J. Groll, P.E.
President
Tom Groll Engineering, PC
3604 Winfield Cove
Austin, TX 78704



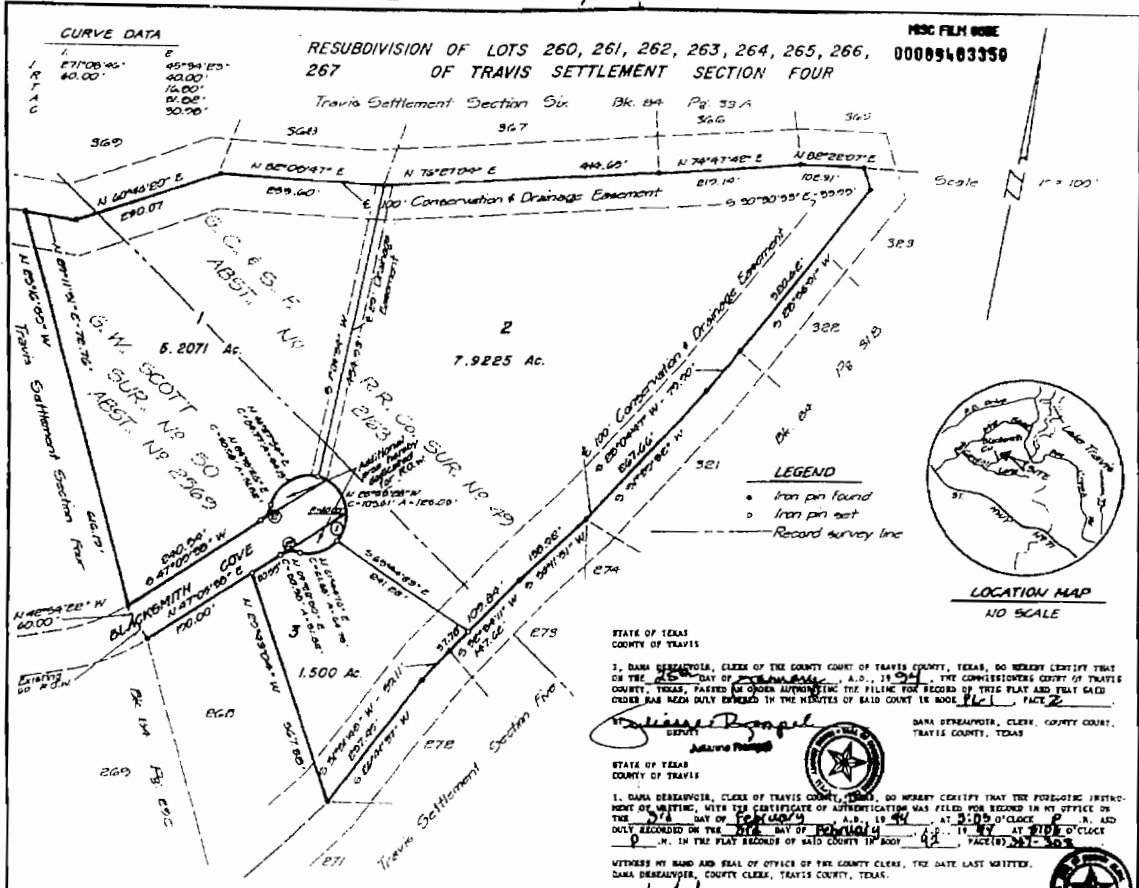
(512) 448-0922 (o)
(512) 448-0924 (f)
(512) 848-5796 (m)

TJG/tg

Attachment: proposed plat "The Villas on Blacksmith Cove"

Cc: Mr. Ross Frie – Frie Planning and Development Concepts
Mr. Michael Rajski
Mr. Wally Baban

EXISTING PLAT



Scale 1" = 100'



LEGEND

- Iron pin found
- Iron pin set
- Record survey line

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBRAUN, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 31st DAY OF February, A.D., 1994, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN BOOK 111, PAGE 2.

Dana Debraun
DANA DEBRAUN, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBRAUN, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT BEING HEREIN, WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 31st DAY OF February, A.D., 1994, AT 10:00 O'CLOCK P.M. AND ONLY RECORDED ON THE 31st DAY OF February, A.D., 1994, AT 10:00 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY IN BOOK 111, PAGE(S) 267-268.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE DATE LAST WRITTEN.
DANA DEBRAUN, COUNTY CLERK, TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

I, JIMMY F. JOHNSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY AND IS IN ACCORDANCE WITH THE STATUTES OF THE STATE OF TEXAS.

Jimmy F. Johnson
JIMMY F. JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4018

TRAVIS COUNTY HEALTH DEPARTMENT NOTES:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY HEALTH DEPARTMENT.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM OR AN INDIVIDUAL PRIVATE WATER WELL WITH ADEQUATE SANITARY AND FAMILY USE AND OPERATION OF AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
- NO WATER WELL MAY BE INSTALLED WITHIN 150 FEET OF AN ON-SITE WASTEWATER DISPOSAL SYSTEM NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A WATER WELL.
- EACH LOT IN THIS SUBDIVISION IS APPROVED FOR SINGLE FAMILY DWELLING ONLY, SERVED BY AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM AND A PRIVATE WATER WELL ON PUBLIC WATER SYSTEM.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY HEALTH DEPARTMENT AND/OR THE LOT OWNER.

NO PART OF THIS SUBDIVISION IS WITHIN THE 1/4 MILE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF AUSTIN AS OF THE DATE WRITTEN BELOW.

Ad P. Ellis
ADRIAN P. ELLIS, P. E.
DATE: 07-17-93

NO PART OF THIS SUBDIVISION IS WITHIN THE 1/4 MILE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF AUSTIN AS OF THE DATE WRITTEN BELOW.

Adrian P. Ellis
ADRIAN P. ELLIS, P. E.
DATE: 07-17-93

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL IMPROVEMENTS NECESSARY TO BE CONSTRUCTED OR PLACED IN EACH STREET, ROAD, OR OTHER PUBLIC THROUGHFARE, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, AND THE COURT ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES, OR COLLECTORS IN CONNECTION THEREWITH.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT HAYO-KRIST SPRINGS, INC., ACTING BY AND THROUGH ROBERT V. MATO, PRESIDENT, OWNER OF THAT CERTAIN 16.3675 ACRE TRACT OF LAND OUT OF THE O.C. & S.F. S.E. CO. SURVEY NO. 48, ABSTRACT NO. 2143 AND THE O.V. SCOTT SURVEY NO. 50, ABSTRACT NO. 2549 IN TRAVIS COUNTY, TEXAS, SAID 16.3675 ACRE TRACT OF LAND BEING 8.1411 ACRES OUT OF THE O.C. & S.F. S.E. CO. SURVEY NO. 48, AND 8.2264 ACRES OUT OF THE O.V. SCOTT SURVEY NO. 50, BY DEED OF DEED OF RECORD IN VOLUME 11154, PAGE 413 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDING A TOTAL OF 16.3675 ACRES OF SAID PROPERTY, BEING FORMERLY RECORDED AS TRAVIS SETTLEMENT SECTION FOUR, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS RECORDED IN PLAT BOOK 84, PAGE 190 AND BEING THAT SAID PROPERTY VACATED BY VOLUME 10116, PAGE 124 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, TO BE KNOWN AS "RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266, 267 OF TRAVIS SETTLEMENT SECTION FOUR", AS RECORDED IN PLAT BOOK 111, PAGE 267 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND PASSEWAYS AS SHOWN HEREON.

WITNESS MY HAND THIS 31st DAY OF August, 1992, A.D.

Robert V. Mato
ROBERT V. MATO, PRESIDENT
HAYO-KRIST SPRINGS INCORPORATED
30324 N. WATO
P.O. B. BOX 218
KITCHEN, TEXAS 78469

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS 31st DAY OF August, 1992, ROBERT V. MATO, PRESIDENT OF HAYO-KRIST SPRINGS INCORPORATED, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

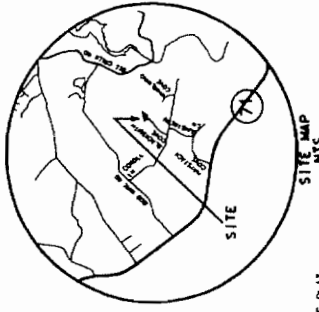
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 31st DAY OF August, A.D., 1992.

Karen MacCready
KAREN MACCREADY, CLERK
COUNTY CLERK, TRAVIS COUNTY, TEXAS
DATE: 07-17-93

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL IMPROVEMENTS NECESSARY TO BE CONSTRUCTED OR PLACED IN EACH STREET, ROAD, OR OTHER PUBLIC THROUGHFARE, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, AND THE COURT ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES, OR COLLECTORS IN CONNECTION THEREWITH.

PROPOSED PLAT

THE VILLAS ON BLACKSMITH COVE (THE REVISED PLAT OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266, AND 267 OF TRAVIS SETTLEMENT SECTION FOUR)



TOTAL ACREAGE, 11.11 ACRES
NUMBER OF LOTS, 5

DWIMEN: FACIL. BIRMAN
DOC. NO. 200709032
OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
DWMEN: FACIL. BIRMAN
DOC. NO. 200709032
OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
SECTION FOUR, AS RECORDED IN VOLUME 92,
PAGE 307, OF THE PLAT RECORDS OF TRAVIS
COUNTY, TEXAS.

THIS TRACT IS NOT WITHIN A 100 YEAR
EFFECTIVE DATE OF THE FLOOD INSURANCE
BY AN EXAMINATION OF THE F.E.M.A. FLOOD
INSURANCE RATE MAP NUMBER 48463C0385 E,
FOR TRAVIS COUNTY, TEXAS; EFFECTIVE DATE
JUNE 16, 1995



SHEET 1 OF 2
CARL E. DUJAINE
REGISTERED PROFESSIONAL
LAND SURVEYOR
704 FIREHORN LANE
ROUND ROCK, TX 78664
612-428-0410

AT THE TIME OF RECORDING OF THIS PLAT,
NO UTILITIES OR IMPROVEMENTS EXIST
WITHIN THE DRAINAGE EASEMENT TO BE
VACATED.

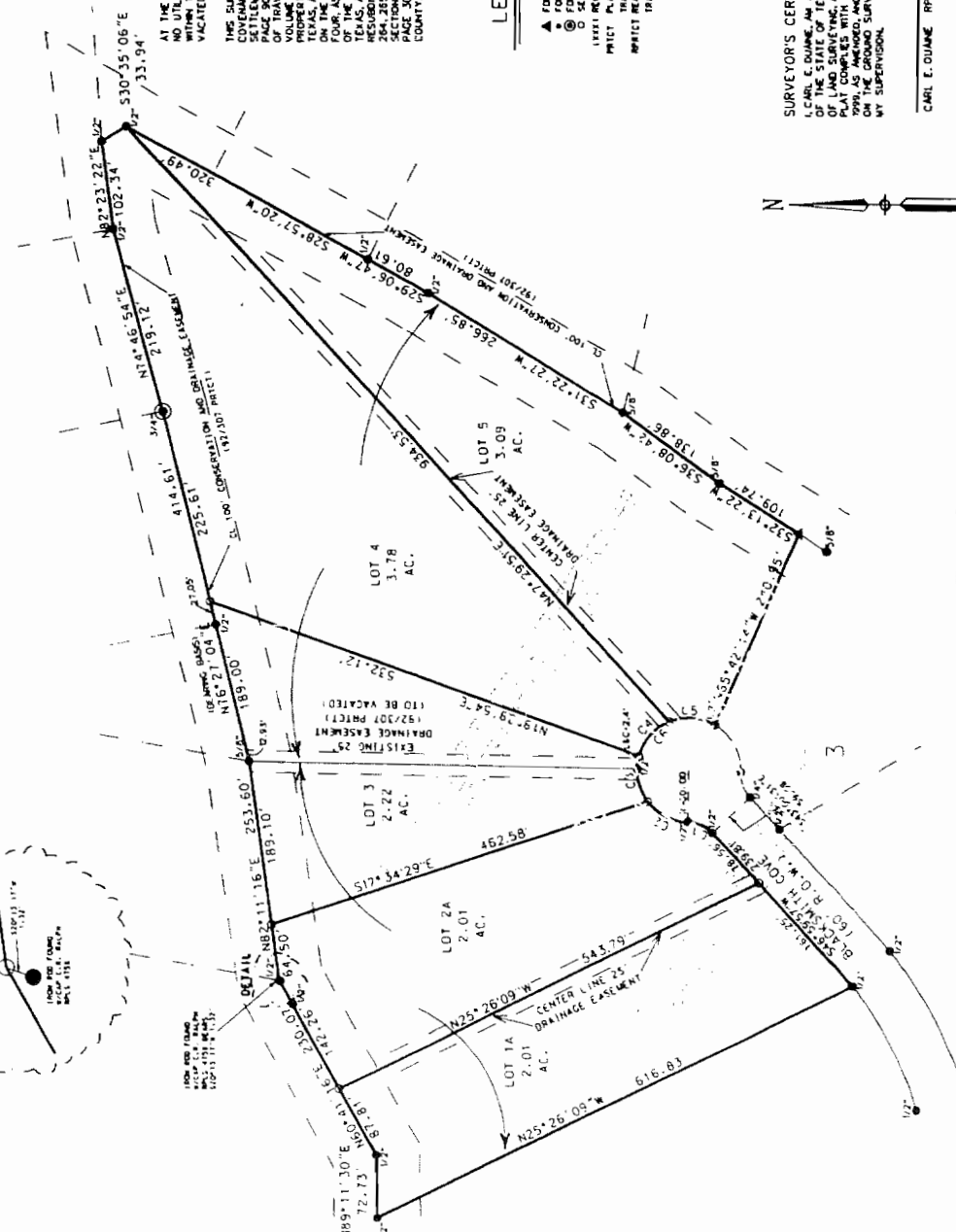
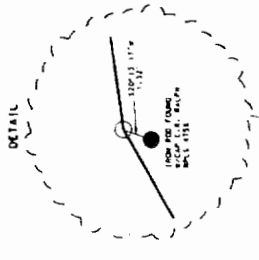
THIS SUBDIVISION IS SUBJECT TO EASEMENTS,
CONVEYANCES AND RESTRICTIONS FOR TRAVIS
SETTLEMENT AS RECORDED IN VOLUME 188,
PAGE 307 OF THE REAL PROPERTY RECORDS
OF TRAVIS COUNTY, TEXAS. THE DRAINAGE
VOLUME TO BE VACATED IS THE DRAINAGE
PROPERTY RECORDS OF TRAVIS COUNTY,
TEXAS, AND ALSO SUBJECT TO PLAT NOTES
OF THE PLAT RECORDS OF TRAVIS COUNTY,
TEXAS. THE DRAINAGE EASEMENT IS THE
DRAINAGE EASEMENT AS RECORDED IN VOLUME 92,
PAGE 307 OF THE PLAT RECORDS OF TRAVIS
COUNTY, TEXAS.

LEGEND

- ▲ FOUND WALL
- FOUND LINDEN TREE
- SET IRON PEG
- EXIST RECORD INFORMATION
- PLAT RECORDS
- TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS
- TRAVIS COUNTY, TEXAS

SURVEYOR'S CERTIFICATION
I, THE UNDERSIGNED, AM A LICENSED SURVEYOR UNDER THE LAWS
OF THE STATE OF TEXAS. I HEREBY CERTIFY THAT THIS
PLAT COMPLETES WITH TITLE 20 OF THE ANTI-SURVEYOR CODE OF
1991, AS AMENDED, AND WAS PREPARED FROM AN ACTUAL
SURVEY OF THE PROPERTY MADE UNDER
MY SUPERVISION.

CARL E. DUJAINE RPLS NO. 1635



NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	S 24°15'45" W	40.00	31.92	31.08
C2	S 27°05'35" W	60.00	54.15	52.33
C3	S 79°18'07" W	80.00	55.19	53.27
C4	N 48°00'58" W	80.00	55.14	53.22
C5	N 04°41'06" E	60.00	55.23	53.30
C6	N 73°51'09" W	60.00	219.72	115.96





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

ADDENDUM TO BACK-UP MEMORANDUM

May 2, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: The vacation of a 25 foot drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four, Precinct Three; and

The Villas on Blacksmith Cove (The Revised Plat of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four) Precinct Three.

PART A

SUMMARY AND STAFF RECOMMENDATION:

TNR has received a request from the property owner's agent requesting to vacate a 25 foot wide drainage easement centered along the common lot line of Lots 1 & 2 of the Resubdivision of Lots 260, 261, 262, 263, 264, 265, 266, and 267, of Travis Settlement, Section Four. Lots 1 & 2 currently front on Blacksmith Cove, a street maintained by Travis County.

The property owner is requesting this vacation in order to accommodate the proposed revised plat of the before-mentioned resubdivision. The revised plat is to be named "The Villas on Blacksmith Cove." If the subject drainage easement was to remain it would bisect Lot 3 of the newly revised plat. According to the request letter, this would "...adversely affect building plans for the lot." Two new 25 foot drainage easements are to be dedicated per the revised plat.

Professional Engineer, Thomas J. Groll, has stated "The location of the proposed drainage easements does not change the direction of run-off within the existing sub-basins. Both of the proposed easements out fall into the same topographic low point as the existing easement." He goes on to state that "The contributing drainage area to the two proposed easements is the same as that for the existing easement. As such, the quantity and quality of run-off is unchanged."

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. With the new easements being dedicated through the revised plat, TNR recommends the vacation of the 25 foot wide drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

ISSUES AND OPPORTUNITIES:

The revised plat, if approved, will dedicate two new 25 foot drainage easements to replace the subject drainage easement. The new drainage easements are to be located centered along the new common lot lines of Lots 1A & 2A and Lots 4 & 5.

With the dedication of the two new easements, Travis County now has no need for the easement being vacated. Travis County has relied on Thomas J. Groll's professional opinion as a Professional Engineer in regards to the vacation in regards to the vacation's effect of the overall drainage in this area.

As a requirement of the resubdivision, a notice of public hearing letter was mailed by County staff to all property owners in the original Travis Settlement, Section Four subdivision. Also, a notice of public hearing sign was placed on the subject property (please see the attached letter, affidavit, and photograph). The letter and sign announced the date, time, and location of the public hearing for the vacation of the drainage easement as well as the resubdivision.

At this time, staff has not received any inquiries from adjacent property owners.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

PART B

SUMMARY AND STAFF RECOMMENDATION:

The property owner of 13.11 acres of the revised plat of Lots 1 & 2 of the resubdivision of lots 260, 261, 262, 263, 264, 265, 266, and 267, Travis Settlement, Section Four subdivision wish to resubdivide the two lots into five lots (Lots 1A, 2A, 3, 4, and 5). The previous eight lots were revised to create two lots, and this resubdivision will create five lots from the current two lot revised plat. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$2,656.00.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES AND OPPORTUNITIES:

As a requirement of the resubdivision, a notice of public hearing letter was mailed by County staff to all property owners in the original Travis Settlement, Section Four

subdivision. Also, a notice of public hearing sign was placed on the subject property (please see the attached letter, affidavit, and photograph).

At this time, staff has not received any inquiries from adjacent property owners.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Letter of resubdivision
Photograph of public notice sign
Affidavit of sign posting

AMB: mph
1105



NOTICE OF PUBLIC HEARING

ON MAY 6, 2008, AT 9:00 AM
DRAINAGE EASEMENT VACATION

THE VACATION OF A 25' DRAINAGE
EASEMENT CENTERED BETWEEN LOTS 1 &
2 AND A PLAT FOR RECORDING "VILLAS ON
BLACKSMITH COVE (REVISED PLAT OF
LOTS 1 & 2, RESUBDIVISION OF LOTS 260-
267, TRAVIS SETTLEMENT, SECTION
FOUR)" PRECINCT 3

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN

FOR MORE INFORMATION CALL: 854-9383

20

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: May 13, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty ^{SAC} Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: RECEIVE ESPEY CONSULTANT'S STREAM BED ASSESSMENT AND WATER QUALITY EVALUATION REPORT HAMILTON POOL AND RECEIVING STREAMS TRAVIS COUNTY WITH PORTION IN HAYS COUNTY AND/OR TAKE APPROPRIATE ACTION.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman, Executive Mgr., TNR, 854-9383

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant

- Human Resources Department (854-9165)
- ___ Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

ITEM # 21

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$6,488,000.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 14 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: May 13, 2008

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/08/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 953,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.33%
PRINCIPAL:	\$ 953,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 953,000.00 =====	CUSIP #:	N/A
TRADE DATE:	05/08/2008	SETTLEMENT DATE:	05/08/2008

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$953,000.00

SETTLEMENT DATE:05/08/2008

INTEREST RATE:2.33

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$953,000.00
-----	-------------------	--------------

TOTAL DUE:		\$953,000.00
------------	--	--------------

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 05/08/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	18,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.1929%
PRINCIPAL:	18,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	18,000.00	CUSIP #:	N/A
TRADE DATE:	05/08/2008	SETTLEMENT DATE:	05/08/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$18,000.00

SETTLEMENT DATE:05/08/2008

INTEREST RATE:2.1929

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	\$18,000.00

TOTAL DUE: \$18,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/07/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	24,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2246%
PRINCIPAL:	24,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	24,000.00	CUSIP #:	N/A
TRADE DATE:	05/07/2008	SETTLEMENT DATE:	05/07/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$24,000.00

SETTLEMENT DATE:05/07/2008

INTEREST RATE:2.2246

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

394	CONS.DEBT SERVICE	\$24,000.00
-----	-------------------	-------------

TOTAL DUE:		\$24,000.00
------------	--	-------------

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/06/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	25,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2146%
PRINCIPAL:	25,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	25,000.00	CUSIP #:	N/A
TRADE DATE:	05/06/2008	SETTLEMENT DATE:	05/06/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$25,000.00

SETTLEMENT DATE:05/06/2008

INTEREST RATE:2.2146

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	\$25,000.00

TOTAL DUE: \$25,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/06/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 4,688,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.32%
PRINCIPAL:	\$ 4,688,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 4,688,000.00 =====	CUSIP #:	N/A
TRADE DATE:	05/06/2008	SETTLEMENT DATE:	05/06/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$4,688,000.00

SETTLEMENT DATE:05/06/2008

INTEREST RATE:2.32

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$4,688,000.00
-----	-------------------	----------------

TOTAL DUE:		\$4,688,000.00
------------	--	----------------

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/05/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 763,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.43%
PRINCIPAL:	\$ 763,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 763,000.00 =====	CUSIP #:	N/A
TRADE DATE:	05/05/2008	SETTLEMENT DATE:	05/05/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$763,000.00

SETTLEMENT DATE:05/05/2008

INTEREST RATE:2.43

FUND# FUND NAME AMOUNT INVESTED

899 OPERATING ACCOUNT \$763,000.00

TOTAL DUE: \$763,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/05/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	17,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2146%
PRINCIPAL:	17,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	17,000.00	CUSIP #:	N/A
TRADE DATE:	05/05/2008	SETTLEMENT DATE:	05/05/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$17,000.00

SETTLEMENT DATE:05./05/2008

INTEREST RATE:2.2146

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

394	CONS.DEBT SERVICE	\$17,000.00
-----	-------------------	-------------

TOTAL DUE: \$17,000.00

TRAVIS COUNTY INVESTMENT REPORT
 PORTFOLIO STATISTICS
 DATE: May 9, 2008

By Fund Type		
Operating	\$ 382,751,181.98	62.62%
Debt Service	24,732,025.35	4.05%
Pooled Bond Fund	203,679,762.76	33.32%
Other	65,397.54	0.01%
Total Portfolio	<u>\$ 611,228,367.63</u>	<u>100.00%</u>
By Security Type		
Operating-		
Government Agencies	\$ 243,084,984.96	63.51%
Government Treasuries	19,731,978.12	5.16%
Certificates of Deposit	2,097.52	0.00%
Commercial Paper	9,802,152.78	2.56%
TexasDAILY	55,185,122.91	14.42%
TexSTAR	17,696,192.07	4.62%
TexPool	37,248,653.62	9.73%
Total	<u>\$ 382,751,181.98</u>	<u>100.00%</u>
Debt Service-		
Government Agencies	0.00	0.00%
TexSTAR	10,919,915.06	44.15%
TexPool	13,812,110.29	55.85%
Total	<u>\$ 24,732,025.35</u>	<u>100.00%</u>
Pooled Bond Fund-		
Government Agencies	\$ 148,155,369.80	72.74%
Government Treasuries	28,069,166.88	13.78%
TexSTAR	8,310,138.71	4.08%
TexPool	19,145,087.37	9.40%
Total	<u>\$ 203,679,762.76</u>	<u>100.00%</u>
Other-		
Certificates of Deposit	<u>\$ 65,397.54</u>	<u>100.00%</u>
	<u>\$ 65,397.54</u>	<u>100.00%</u>

Summary	Investment	Actual	Guidelines
Combined Portfolio-			
Certificates of Deposit	\$ 67,495.06	0.01%	50.00%
Government Agencies	391,240,354.76	64.01%	75.00%
Government Treasuries	47,801,145.00	7.82%	100.00%
Commercial Paper	9,802,152.78	1.60%	20.00%
Texas DAILY	55,185,122.91	9.03%	20.00%
TexSTAR	36,926,245.84	6.04%	20.00%
TexPool	70,205,851.28	11.49%	60.00%
Total	<u>\$ 611,228,367.63</u>	<u>100.00%</u>	

Commercial Paper by Firm as a Percentage of Portfolio	Investment	Actual	Guidelines
Operating-			
General Electric Capital Services	<u>9,802,152.78</u>	<u>2.56%</u>	5.00%
Total Operating	<u>\$ 9,802,152.78</u>	<u>2.56%</u>	

Combined Portfolio-			
General Electric Capital Services	<u>9,802,152.78</u>	<u>1.60%</u>	5.00%
Total Combined Portfolio	<u>\$ 9,802,152.78</u>	<u>1.60%</u>	20.00%



TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

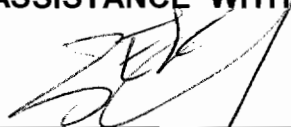
Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: Tuesday, May 13, 2008

A. REQUEST MADE BY: Commissioners Sarah Eckhardt & Margaret Gomez
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

A. CONSIDER AND TAKE APPROPRIATE ACTION ON A LETTER FROM THE TRAVIS COUNTY COMMISSIONERS COURT TO THE CITY OF AUSTIN OFFERING SUPPORT AND ASSISTANCE WITH THE IMPLEMENTATION OF THEIR ZERO-WASTE PLAN.



COMMISSIONER SARAH ECKHARDT



COMMISSIONER MARGARET GOMEZ

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

PURCHASING OFFICE (854-9700)

_____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

May 13, 2008

The Hon. Will Wynn, Mayor
City of Austin
P.O. Box 1088
Austin, TX 78767

Dear Mayor Wynn:

The Travis County Commissioners Court would like to support and contribute to the City of Austin goal of achieving Zero-Waste. We would welcome the opportunity to work with the City of Austin, the Capital Area Council of Governments and local governments in the region on policies and programs to reduce the waste going to landfills by:

- Expanding tire recycling programs
- Expanding composting and organic waste diversion programs
- Expanding Green Building initiatives
- Recycling and reuse of construction/demolition debris
- Developing Green Districts and Resource Recovery Parks
- Supporting programs and policies for Extended Producer Responsibility

Thank you for your leadership in this vital component of your Climate Protection Initiative. We look forward to working with you and your Zero Waste team to pioneer these policies and programs in the region.

Sincerely,

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt
Commissioner, Precinct Two

Gerald Daugherty
Commissioner, Precinct Three

Margaret J. Gomez
Commissioner, Precinct Four

Revised

Agenda Item No. 23

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session May 13, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a Resolution authorizing the County Judge to approve the issuance of Education Revenue Bonds by an out of county issuer, La Vernia Higher Education Finance Corporation, for the benefit of Cosmos Foundation, Inc. to comply with requirements imposed by the Internal Revenue Code that the Bonds, and the facilities being financed, be approved by the highest elected official having jurisdiction over the location in which the facilities are located.

Approved by: _____
Signature of Commissioner(s) or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this 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
- _____ Transfer of existing funds within or between any 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)
- _____ Contract, Agreement, Policy & Procedure

**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION**

DATE: May 13, 2008

TO: Commissioners Court

FROM: Harvey L. Davis, Manager



SUBJECT: Cosmos Foundation, Inc. (Harmony School of Excellence)

Cosmos Foundation wishes to borrow up to \$30 million from tax-exempt bonds to be issued by the La Vernia Education Finance Corporation ("La Vernia").

The proceeds will be used to:

- Acquire land and construct an education facility on 9 acres on Heatherwilde Blvd. in Pflugerville;
- Improve leased facility at 11800 Stonehollow Dr in Austin;
- Improve leased facility at 930 E. Rundberg Lane in Austin.

Because the schools are located within Travis County, the Internal Revenue Service Code requires that the County Judge or the Commissioners Court approve the issuance of bonds by La Vernia.

The Travis County schools are part of the 14-school Harmony School System.

Harmony Elementary-Austin is a K thru 5 charter school that opened its doors to students in the 2006-2007 school semesters. The school is a tuition-free college prep school opened by Harmony Science Academy. It is located on Stonehollow Dr.

Harmony Science Academy is one of the 6 exemplary charter schools among the 190 charter schools in Texas and one of the 15 exemplary high

schools among the 1,674 public high schools according to their website.
HSA is located on Rundberg Lane.

La Vernia is a small town (pop. 931) located near San Antonio.

Cliff Blount has reviewed the Resolution and related documents and does not have any legal issues with the Commissioners Court approving the issuance of the bonds.

Cosmos Foundation has agreed to pay TCCEFFC a \$3,000 processing fee.

Our recommendation is the Court grant the request.

Representatives from the school plan to attend the meeting.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
John Hille, Jr., Asst. County Attorney, Director of Transactions
Cliff Blount, Attorney
Mary Mayes, Investment Manager
Mike Gonzalez, Sr. Financial Analyst

Monica L. Coffey mcoffey@velaw.com
Tel 214.220.7839 Fax 214.999.7839

FILED
CLERK OF COUNTY OF TRAVIS
MAY -2 AM 10:06

May 1, 2008

Honorable Samuel T. Biscoe
County Judge
Travis County
Travis County Administrative Building
314 W. 11th St., #520
Austin, Texas 78701

Re: LaVernia Higher Education Finance Corporation Education Revenue Bonds
(Cosmos Foundation), Series 2008A

Dear Judge Biscoe:

Enclosed herewith for your review is a "Resolution of Commissioners Court of Travis County, Texas Authorizing the County Judge to Approve The Issuance of Education Revenue Bonds Issued For the Benefit of Cosmos Foundation, Inc." (the "Resolution") and three (3) copies of a "Certificate of the County Judge of Travis County, Texas" (the "Certificate"). The above-referenced Bonds are being issued, in part, to purchase, improve and renovate educational facilities by Cosmos Foundation, Inc. ("Cosmos") for its campuses located in the Cities of Austin and Pflugerville (the "Schools"). The schools are open-enrollment charter schools that provide education from pre-kindergarten through the twelfth grade.

The Resolution is being submitted to the Commissioners Court of Travis County for the purpose of complying with requirements imposed by the Internal Revenue Code that the Bonds, and the facilities being financed, be approved by the highest elected official having jurisdiction over the location in which the facilities are located. Passage of the Resolution and execution of the Certificate by no means obligates Travis County to repay the debt nor does it result in any other financial, administrative or other responsibility or involvement with respect to either the Bonds or the facilities financed. It is simply a formal requirement of the Internal Revenue Code in order that the Bonds may be issued on a tax-exempt basis.

As part of the required procedure under the Internal Revenue Code, on April 18, 2008, a Notice of Public Hearing was published in the "Austin American Statesman" that a hearing will be held on May 2, 2008 at the Austin office of Vinson & Elkins LLP. A copy of that Notice is enclosed for your review.

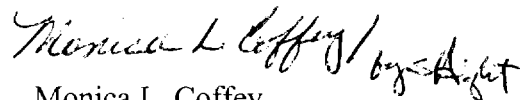
Vinson & Elkins LLP Attorneys at Law
Abu Dhabi Austin Beijing Dallas Dubai Hong Kong Houston
London Moscow New York Shanghai Tokyo Washington

Trammell Crow Center, 2001 Ross Avenue, Suite 3700
Dallas, TX 75201-2975
Tel 214.220.7700 Fax 214.220.7716 www.velaw.com

As this financing is scheduled to close on May 21, 2008, we would greatly appreciate being able to appear on the agenda for the Commissioners Court meeting on Tuesday, May 13, 2008.

Thank you for your assistance in this matter, and please contact me if you have any questions.

Very truly yours,


Monica L. Coffey

cc: Cliff Blount, Travis County Attorney (via email)
Harvey Davis, Travis County (via email)
Tom Sage, Vinson & Elkins LLP (via email)

RESOLUTION OF COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AUTHORIZING THE COUNTY JUDGE TO APPROVE THE ISSUANCE OF EDUCATION REVENUE BONDS ISSUED FOR THE BENEFIT OF COSMOS FOUNDATION, INC.

WHEREAS, La Vernia Higher Education Finance Corporation (the "Issuer") is proposing to issue one or more series of its La Vernia Higher Education Finance Corporation Education Revenue Bonds (Cosmos Foundation), Series 2008A (the "Bonds"), pursuant to Chapter 53, Texas Education Code, as amended (the "Act"); and

WHEREAS, the proceeds of the Bonds will be loaned by the Issuer to Cosmos Foundation, Inc., a Texas nonprofit corporation, for the purpose of financing and refinancing the cost of "educational facilities" as defined in the Act (the "Project"); and

WHEREAS, a portion of the proceeds of the Bonds will be used in connection with financing and refinancing certain educational facilities in Travis County, Texas (the "County"), as described in a notice of public hearing published in, among other newspapers, the *Austin American-Statesman*, a newspaper of general circulation within the County; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, (the "Code") requires that the Bonds and the Project be approved by the "applicable elected representative" (as defined in the Code) of the jurisdiction in which any portion of the Project is located after a public hearing following reasonable public notice thereof; and

WHEREAS, the County Judge of Travis County has been requested to approve, as the "applicable elected representative" of the County, the issuance of the Bonds and the Project in accordance with the requirements of the Code, and has been furnished with an affidavit of publication and minutes of public hearing in connection therewith; and

WHEREAS, the Commissioners Court of the County desires to authorize the County Judge to approve the issuance of the Bonds and the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, THAT:

Section 1. The County Judge of Travis County, Texas, is hereby authorized to approve the issuance of the Bonds and the Project and to execute and deliver such approval as requested.

Section 2. The authorization to approve the Bonds and the Project is made solely for the purposes of complying with the requirements of Section 147(f) of the Code and shall not be construed as (i) a representation or warranty by the County Judge, the County or the Commissioners Court that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, or (ii) as a pledge of the faith and credit of or by the County. Further, the fact that the Commissioners Court has authorized the approval of the Bonds and the Project, as herein stated, may not, in any event, be used as a sales device with respect to the Bonds.

Section 3. This Resolution shall be effective upon its adoption.

APPROVED AND ADOPTED THIS _____.

County Judge, Travis County, Texas

County Clerk
Travis County, Texas

Signature Page for Resolution

CERTIFICATE OF THE COUNTY JUDGE OF TRAVIS COUNTY, TEXAS
(Cosmos Foundation Series 2008A Bonds)

The undersigned County Judge of Travis County, Texas, (the "County") hereby certifies with respect to the issuance by the La Vernia Higher Education Finance Corporation (the "Corporation") of its Education Revenue Bonds (Cosmos Foundation) Series 2008A (the "Series 2008A Bonds") that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on May 2, 2008 by the duly appointed hearing officer of the La Vernia Higher Education Finance Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purposes, in my capacity as County Judge, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as Schedule I to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing;

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Date: _____

County Judge, Travis County, Texas

Approval of Travis County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

Re: La Vernia Higher Education Finance Corporation Education Revenue Bonds
(Cosmos Foundation), Series 2008A

The duly appointed Hearing Officer of the La Vernia Higher Education Finance Corporation (the "Hearing Officer") called to order a Public Hearing in Travis County, Texas on May 2, 2008.

The Hearing Officer declared that the Public Hearing, required under Section 147(f) of the Internal Revenue Code of 1986, was open for purposes of discussing the Bonds and the facilities to be financed with the proceeds of the Bonds (the "Facilities") by Cosmos Foundation, Inc.

The Hearing Officer declared that the required notice of the Public Hearing for the Bonds and the Facilities was published at least 14 days prior to the date thereof in the *Austin American-Statesman*, being a newspaper of general circulation in Travis County, Texas, as evidenced by the Affidavit of Publication attached hereto as **Schedule I**.

The Hearing Officer proceeded to hold the Public Hearing. No member of the public attended the Public Hearing, and thus, no comments were made or discussion had about the Facilities or the Bonds.

After sufficient time was given for members of the public to appear and make their comments with respect to the Bonds and the Facilities, the Hearing Officer declared the Public Hearing closed.

By: _____
Hearing Officer for La Vernia
Higher Education Finance Corporation

Schedule I
Affidavit of Publication

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

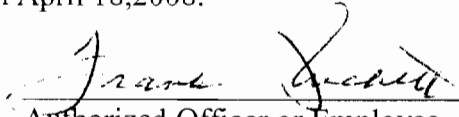
BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath deposed and said:

1. That this affiant is a duly authorized officer or employee of the *AUSTIN AMERICAN-STATESMAN*, which is a newspaper published in Travis County, Texas, and is of general circulation in Travis County, Texas.

2. That said newspaper is a "newspaper" as defined by Section 2051.044, Texas Government Code, and as such:


- (1) devotes not less than 25 percent of its total column lineage to general interest items;
- (2) is published at least once each week;
- (3) is entered as second-class postal matter in the county where published; and
- (4) has been published regularly and continuously for at least 12 months prior to publishing the notice referenced below.

3. That attached hereto is a true, full and correct copy of a NOTICE OF PUBLIC HEARING, which was published in said newspaper on April 18, 2008.



Authorized Officer or Employee

SWORN TO AND SUBSCRIBED BEFORE ME, this the 18 day of April, 2008.



Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

Travis County Commissioners' Court Agenda Request

Meeting Date: May 6, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO APPOINT A MEMBER TO THE I-35 SEGMENT CORRIDOR COMMITTEE.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

936-0903
Mark Thomason
New Director, Turnpike Division
RECEIVED
COUNTY CLERK'S OFFICE
08 APR 17 PM 2:43

April 16, 2008

The Honorable Samuel T. Biscoe
Judge of Travis County
314 West Eleventh Street, Room 520
Austin, TX 78701

Dear Judge Biscoe:

Interstate 35 continues to be a high priority corridor in Texas. The recent establishment of the I-35 Corridor Advisory Committee will provide valuable assistance as we plan for our future transportation needs. The next step is the creation of the Corridor Segment Committees.

The segment committees will focus on individual segments of the I-35 corridor. These committees will provide input and advice to the Texas Department of Transportation regarding the designation of a specific route or what component of the Trans-Texas Corridor is needed for the respective segment of the corridor.

Membership of these committees is driven by local input, and it starts with you. As you will recall, the county judge in each county in which the proposed segment is located appoints themselves or a designee. Likewise, the Metropolitan Planning Organization will also appoint one member within whose boundaries all or part of the proposed segment may be located. A map is enclosed to illustrate the segment geographical boundaries, in which your region is located.

We are asking that you make your appointments by May 15. Enclosed is also a fact sheet that we would like for you or your designee to complete.

Additional entities such as cities, chambers of commerce, economic development corporations and other corporations may also be able to appoint members to the segment committees. The Texas Transportation Commission will determine which additional entities make these appointments.

We expect the I-35 Corridor Advisory Committee and Segment Corridor Committees to interact with each other so that we receive the most meaningful advice from all groups. These committees will ensure local entities will have a role in the development of any Trans-Texas Corridor project.

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

If you have any questions, please contact Phillip E. Russell, Assistant Executive Director of Innovative Project Development at (512) 305-9505.

Sincerely,

A handwritten signature in black ink that reads "Amadeo Saenz Jr." The signature is written in a cursive style with a large, looped initial 'A' and a trailing flourish.

Amadeo Saenz, Jr., P.E.
Executive Director

Attachments

**SEGMENT CORRIDOR COMMITTEE MEMBER
Member Fact Sheet**

Please print clearly. Return this form to the Texas Turnpike Authority Division, Texas
Department of Transportation. Fax: (512) 936-0970

Appointing Entity: _____

County/MPO Appointee

Appointee's Name: _____

Home Address: _____

City/State/Zip: _____

County: _____ Phone (Home): _____

E-mail Address: _____

Employment

Employer/Job Title: _____

Work Address: _____

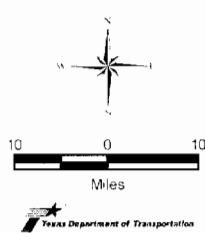
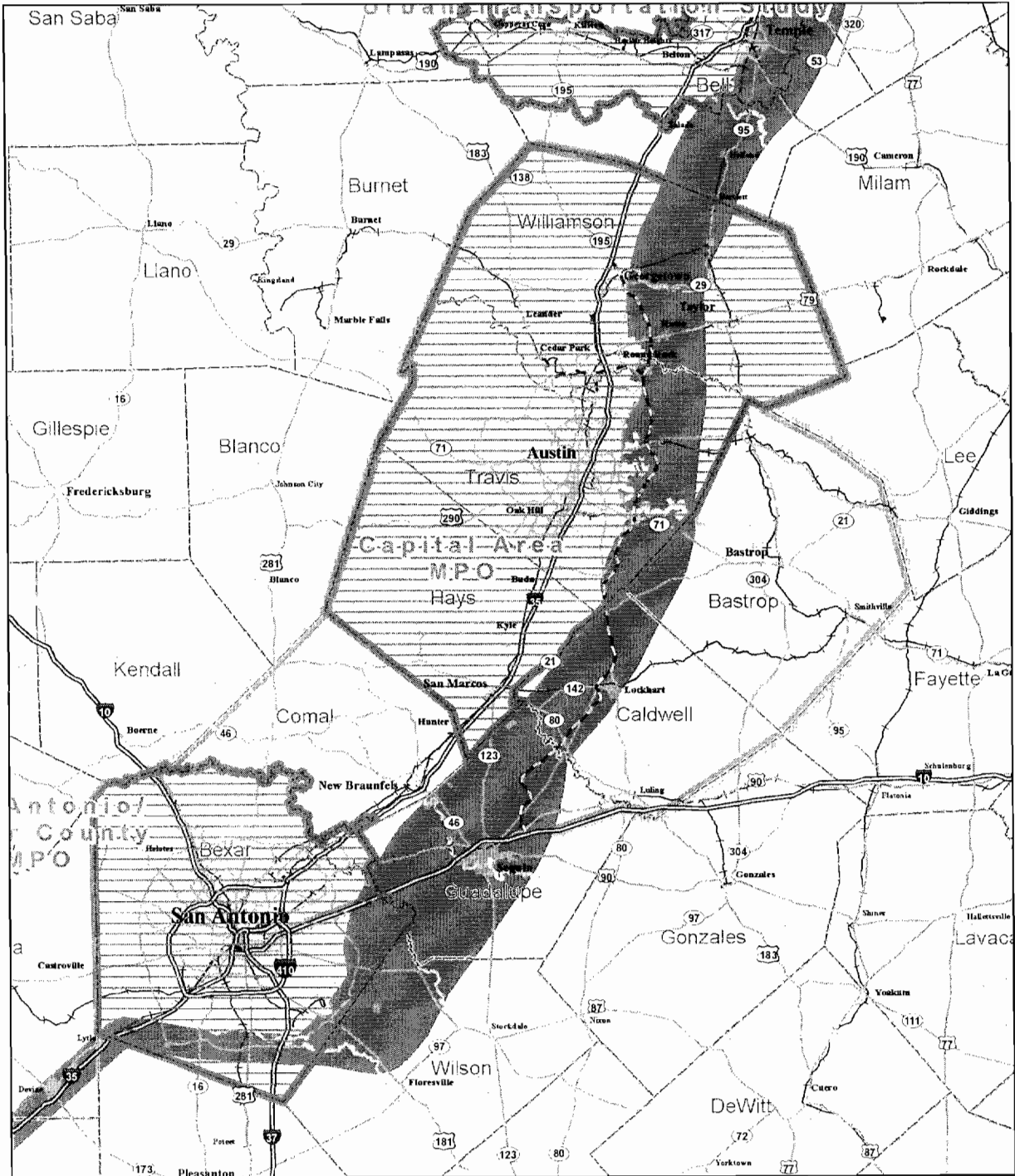
City/State/Zip: _____

County: _____ Phone (Work): _____

E-mail Address: _____

Licenses/Certifications

Affiliations/Organizations



Legend

- Interstate
- US Highway
- State Highway
- Toll Roads
- Railroad
- County Boundary
- Existing Reservoir
- Urban Area
- Metropolitan Planning Organization
- TTC Corridors
- Segment 3

**Potential TTC-35
Corridor Segment
Committee Membership**

Segment 3

April 16, 2008

Travis County Commissioners Court Agenda Request

Voting Session 05/13/08
(Date)

Working Session 05/13/08
(Date)

I. A. Request made by: COUNTY ATTORNEY EAC Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

EAC

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN; IN MURRAY, ET AL. V. EARLE, ET AL. NO. A-02-CA-252-SS (REQUESTED BY COUNTY ATTORNEY) (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T. CODE ANN SECTION 551.071 (1) (A) AND 551.071 (1) (B))

C. Approved by: _____
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for 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.

Dan Mansour, Risk Management, 854-9499
Ronnie Earle, District Attorney, 854-9400

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item budget
_____ Grant

Human Resources Department (854-9165)

_____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

27

Travis County Commissioners Court Agenda Request

Voting Session 05/13/08
(Date)

Working Session 05/13/08
(Date)

I. A. Request made by: COUNTY ATTORNEY EAC Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION AND/OR CONSIDER SETTLEMENT OFFER IN RODGER PIERCE V. DOE, ET. AL, CIVIL ACTION NO. A-07-CA-776-SS) (REQUESTED BY PLAINTIFF) (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T. CODE ANN SECTION 551.071 (1) (A) AND 551.071 (1) (B))

EAC

C. Approved by: _____
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for 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.

Dan Mansour, Risk Management, 854-9499
Ronnie Earle, District Attorney, 854-9400

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item budget
_____ Grant

Human Resources Department (854-9165)

_____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court Agenda Request

28

Voting Session 05/13/2008

Work Session _____

(Date)

(Date)

1.A. Request made by: County Attorney (JH) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider request for Waiver of Conflict of Interest of Holland & Knight, L.L.P. in its representation of Teachers Retirement System and take appropriate action. (Executive Session pursuant to Tex. Gov't. Code §551.071)

C. Approved by: _____
Signature of Commissioner(s) or County Judge

II.A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight 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:

- Mr. Danny Hobby, Exec. Mgr., TCDEMS 854-9637
- Mr. David Escamilla, County Attorney 854-9415
- Mr. John C. Hille, Jr., Dir., Trans. Div., TCAO 854-9513

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with 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.

Travis County Commissioners Court Agenda Request

29

Voting Session 05/13/2008

Work Session _____

(Date)

(Date)

1.A. Request made by: County Attorney (JH) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider request for Waiver of Conflict of Interest of Vinson & Elkins, L.L.P. in its representation of Carma of Texas, Inc. and take appropriate action. (Executive Session pursuant to Tex. Gov't. Code §551.071)

C. Approved by: _____
Signature of Commissioner(s) or County Judge

II.A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight 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:

Mr. David Escamilla, County Attorney 854-9415
Mr. John C. Hille, Jr., Dir., Trans. Div., TCAO 854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item budget
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassification, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with 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.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: May 13, 2008

A. Request made by: Stephen H. Capelle, ^{SAC}Asst. County Atty Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN. SECTIONS 551.071(1)(A) AND 551.071(1)(B))

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman, Executive Mgr., TNR, 854-9383

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item
 Grant

Human Resources Department (854-9165)
 Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

CONSENT ITEMS

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, May 13, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of April 29, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- 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. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING APRIL 29, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 29th day of April 2008, the Commissioners' Court convened the Voting Session at 9:07 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners' Court record notes that County Judge Samuel T. Biscoe was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 9:44 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 9:44 AM and adjourned at 9:45 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 9:45 AM and adjourned at 9:47 AM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation, convened at 9:47 AM and adjourned at 9:47 AM.

The Commissioners Court reconvened the Voting Session at 9:48 AM.

The Commissioners Court retired to Executive Session at 9:48 AM.

The Commissioners Court reconvened the Voting Session at 10:03 AM.

The Commissioners Court adjourned the Voting Session at 10:05 AM.

ADDITIONAL MOTION AND VOTE

Motion by Commissioner Davis **and seconded by** Commissioner Eckhardt to authorize Commissioner Gómez to sign on the behalf of Judge Biscoe for any of the business that comes before the Court.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Ms. Phillip A. Dick, Travis County Resident; Vickie Karp, Director, Public Relations, VoteRescue; Karen Renick, Founder, VoteRescue; Jenny Clark, VoteRescue; and Jennifer Gale, Travis County Resident. (9:08 AM)

CONSENT ITEMS

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 3, 4, 5, 6, 7.A-C, 8.A&B, 9, 10.A&B, 11, 12, 13, 14, 15, 17.A&B, 18, 19.A&B, 20, 21, and A3. (9:27 AM)

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF APRIL 15, 2008.

RESOLUTIONS AND PROCLAMATIONS

1. APPROVE PROCLAMATION RECOGNIZING CAPITAL IDEA FOR ITS 9TH ANNUAL CELEBRATION OF ACHIEVEMENTS AND ITS 2007 GRADUATES. (JUDGE BISCOE) (9:31 AM)

Members of the Court heard from: Maria Emerson, Board Member, Capital Idea; and Steven Jacobs, Executive Director, Capital Idea.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the Proclamation in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE PROCLAMATION RECOGNIZING MAY 1, 2008 AS "LAW DAY" IN TRAVIS COUNTY. (COMMISSIONER ECKHARDT) (9:35 AM)

Members of the Court heard from: Jo Ann Mercia, President, Austin Bar Association; and Ann Greenberg, Secretary, Austin Bar Association.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve the Proclamation in Item 2.

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

3. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$750,583.95 FOR THE PERIOD OF APRIL 11 TO APRIL 17, 2008. (9:27 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:27 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

5. APPROVE MODIFICATION NO. 13 TO CONTRACT NO. MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (TAX OFFICE/COUNTY CLERK) (9:27 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. APPROVE CONTRACT AWARD FOR TRANSPORTATION AND EXTRADITION SERVICES, RFS NO. S080129OJ, TO THE QUALIFIED PROPONENT, PRISONER TRANSPORTATION SERVICES. (SHERIFF'S OFFICE) (9:27 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE CONTRACT AWARD FOR IFB NO. B080145DR, ASPHALTIC ROAD MATERIALS, DELIVERED OR FOB PLANT TO THE FOLLOWING BIDDERS:
(9:27 AM)
- A. HEART OF TEXAS: HOT MIX, TYPE A, C, AND D AND COLD LAID, TYPE D, FOB PLANT ONLY;
 - B. INDUSTRIAL ASPHALT, INC.: HOT MIX, TYPE A, C, D AND COLD LAID, TYPE D-DELIVERED ONLY; AND
 - C. VULCAN CONSTRUCTION MATERIALS: LIMESTONE ROCK ASPHALT TYPE CC-FOB PLANT AND DELIVERED. (TRANSPORTATION AND NATURAL RESOURCES)

Clerk's Note: Items 7.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. A. APPROVE CONTRACT AWARD FOR THE REMODEL OF THE THIRD FLOOR BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER AT 509 W. 11TH STREET TO THE LOW BIDDER, ARCHITECTURAL HABITAT OF AUSTIN, INC.; AND
- B. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 08K00135DG FOR ASSIGNMENT OF PAYMENTS FROM ARCHITECTURAL HABITAT TO SURETEC INFORMATION SYSTEMS, INC. (FACILITIES MANAGEMENT)
(9:27 AM)

Clerk's Note: Items 8.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. REJECT ALL BIDS RECEIVED FOR IFB NO. B080030NB, PORTABLE MEDICAL X-RAY IMAGING EQUIPMENT, AND REBID. (MEDICAL EXAMINER'S OFFICE) (9:27 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SEXUAL ASSAULT NURSE EXAMINER (SANE) SERVICES: (9:27 AM)
 - A. MODIFICATION NO. 4 TO CONTRACT NO. PS070028JT, AUSTIN TRAVIS COUNTY SANE, INC.; AND
 - B. AWARD OF CONTRACT NO. PS080187VR, SUSAN HARRIS. (SHERIFF'S OFFICE)

Clerk's Note: Items 10.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 07K00331DG, THERMAL MECHANICAL CONTRACTORS INC., FOR THE HEMAN MARION SWEATT COURTHOUSE HVAC REPLACEMENT PHASE 4. (FACILITIES MANAGEMENT) (9:27 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES FOR 140 ACRE SURVEY AT FM 969. (FACILITIES MANAGEMENT) (9:27 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

13. NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS FOR BARTON CREEK SECTION H, PHASE 4, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (9:27 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. NOTIFY COURT OF SATISFACTORY CONSTRUCTION OF THE PRIVATE STREETS FOR BELVEDERE PHASE III, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (9:27 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO USE ALTERNATIVE FISCAL AND A CASH SECURITY AGREEMENT FOR THE COMMONS AT ROWE LANE PHASE 11A, A SUBDIVISION IN PRECINCT TWO. (COMMISSIONER ECKHARDT) (9:27 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL AGREEMENT BETWEEN TEXAS PARKS AND WILDLIFE DEPARTMENT AND TRAVIS COUNTY. (COMMISSIONER DAVIS) (9:29 AM)

Item 16 postponed until May 6, 2008.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE 2009-2011 URBAN COUNTY RENEWAL FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:
(9:27 AM)
 - A. WHETHER NON-PARTICIPATING NON-METROPOLITAN CITIES WILL BE REQUESTED TO JOIN;
 - B. CRITERIA FOR POTENTIAL PARTICIPATION;

Clerk's Note: Items 17.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 17 CONTINUED

17. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE 2009-2011 URBAN COUNTY RENEWAL FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (9:29 AM)
- C. CORRESPONDENCE INFORMING CITIES AND VILLAGES ABOUT TRAVIS COUNTY'S PARTICIPATION IN THE URBAN COUNTY ENTITLEMENT PROGRAM; AND
 - D. OTHER RELATED ISSUES.

Items 17.C&D postponed until May 6, 2008.

PLANNING AND BUDGET DEPT. ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:27 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that Item 18.D1 would be postponed.

19. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:27 AM)
 - A. GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR THE 2008 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM IN THE SHERIFF'S OFFICE. GRANT PROVIDES REIMBURSEMENT FOR PRIOR YEAR EXPENDITURES FOR THE PERIOD FROM JULY 1, 2006 THROUGH JUNE 30, 2007; AND
 - B. GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR JUVENILE PROBATION TO EXPAND THE MENTAL HEALTH COURT.

Clerk's Note: Items 19.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that the grant in Item 19.B was for the amount of \$200,000.00 with a match from Travis County of \$50,434.00.

OTHER ITEMS

20. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:27 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. RECEIVE AND DISCUSS THE MID-YEAR REVENUE REPORT FOR FY 2008. (COUNTY AUDITOR) (9:27 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADDED ITEMS

- A1. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION TO ACCEPT, REJECT OR COUNTER SETTLEMENT DEMAND REGARDING NICOLE LEE. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (9:48 AM) (10:03 AM)

Clerk's Note: Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez that we settle in the amount of \$2,500.00 to Nicole Lee, and that we request that a full release be signed by Nicole Lee; and we direct County Attorney Staff to proceed with all the necessary closure process to ensure that this action is taken care of.

Motion failed:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Gerald Daugherty	no
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that no action would be taken on this matter today because no action secured the approval of the majority of the Commissioners Court. Item A1 may be reposted on a future Agenda.

- A2. APPROVE PROCLAMATION DESIGNATING THE MONTH OF MAY 2008 AS "HISPANIC CULTURAL AWARENESS MONTH" IN TRAVIS COUNTY AND RECOGNIZING THE TWENTY SECOND ANNUAL "CINCO DE MAYO" CELEBRATION IN TRAVIS COUNTY AND THE 13TH ANNUAL COMBINED CITY/COUNTY CINCO DE MAYO CELEBRATION. (COMMISSIONER GÓMEZ) (9:39 AM)

Members of the Court heard from: Virginia Aleman, Human Resources Management Department (HRMD).

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the Proclamation in Item A2.

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

A3. ACCEPT ORDER FROM COUNTY JUDGE DELEGATING THE FUNCTION OF THE TEXAS ALCOHOL BEVERAGE COMMISSION (TABC) LICENSE AND PERMIT APPROVALS TO COMMISSIONER MARGARET J. GÓMEZ FOR ALL TABC APPLICATIONS PRESENTED BEGINNING ON MONDAY, APRIL 28, 2008 UNTIL CLOSE OF BUSINESS ON FRIDAY, MAY 2, 2008. (JUDGE BISCOE) (9:27 AM)

Clerk’s Note: Item A3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court’s Motion and Vote.

ADJOURNMENT

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to adjourn the Voting Session. (10:05 AM)

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS’ COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

AI

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Civil Courts
Contact Person:	Judge Darlene Byrne
Title:	Judge, 126 th District Court
Phone Number:	854-9313

Grant Title:	Office of Parental Representation		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	The Supreme Court of Texas, Task Force on Foster Care		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	145,452	0	37,500	0	182,952
Operating:	0	4,548	0	0	0	4,548
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	150,000	0	37,500	0	187,500
FTEs:	0.00	2.00	0.00	1.00	0.00	3.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of clients served per attorney.	TBD					TBD
Number of incarcerated parents serviced with notice.	TBD					TBD
Reduction in time to resolve cases.	TBD					TBD
Reduction in time to serve incarcerated parents.	TBD					TBD

The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. For example, successful performance of the goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation (baseline), and tracking the assignments of public defenders to establish the reduction of appointment time toward the identified goal (the benchmark).

Auditor's Office Contract Approval:

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

The Civil District Judges have requested that the Commissioners Court consider establishing a public defender office, called the Office of Parental Representation, for child protective service cases. This request was discussed with the Commissioners Court during a work session on May 8th. The Civil District Judges have also recently submitted a budget request to establish such an office as part of the FY 09 budget process. Identifying space for the proposed office and additional details to implement the plan will be reviewed in the coming months. The Civil District Judges also notified the Commissioners Court of potential grant resources and are submitting a request to submit an application to The Supreme Court of Texas, Task Force on Foster Care, for one-time resources to start the program. The grant application has not yet been reviewed by PBO, but has been placed on the agenda for discussion by the Commissioners Court at the request of the Civil District Judges.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This new public defender's office for parental representation in Child Protective Services (CPS) cases would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth.

The Civil Courts request that Commissioners' Court consider establishing a public defender's office for parental representation in CPS cases that would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation would be those of a small law office. The attorneys on staff would investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they would be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker as needed. Attorneys would maintain case statistics for evaluation

and continuing improvement of their court related processes. The managing public defender would periodically compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that do not sacrifice quality representation. The attorney would receive continuing legal education in the area of child abuse and neglect.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This grant is for one year, however the grantor has indicated that the funding will be made available to Travis County for two subsequent years.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a 25% match. This match met by applying a portion of the General Fund commitment to the overall office of Parental Representation. No additional funds, outside of the FY 09 budget request are required to support this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

6. If this is a new program, please provide information why the County should expand into this area.

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 09 request, provides a cost effective alternative for the provision of these services.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This grant and the larger program request will provide an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Civil Courts
Contact Person:	Judge Darlene Byrne
Title:	Judge, 126 th District Court
Phone Number:	854-9313

Grant Title:	Office of Child Representation			
Grant Period:	From:	10/1/2008	To:	9/30/2009
Grantor:	The Supreme Court of Texas, Task Force on Foster Care			

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	145,452	0	37,500	0	182,952
Operating:	0	4,548	0	0	0	4,548
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	150,000	0	37,500	0	187,500
FTEs:	0.00	2.00	0.00	1.00	0.00	3.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Dept. Measures						
Number of children in permanent managing conservatorship participating in the program.	TBD					TBD
Reduction in time to final order.	TBD					TBD
Reduction in the number of cases requesting to extend the statutory deadline.	TBD					TBD

The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. For example, successful performance of the goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation (baseline), and tracking the assignments of public

defenders to establish the reduction of appointment time toward the identified goal (the benchmark).

Auditor's Office Contract Approval:

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

The Civil District Judges have requested that the Commissioners Court consider establishing a public defender office, called the Office of Child Representation, for child protective service cases. This request was discussed with the Commissioners Court during a work session on May 8th. The Civil District Judges have also recently submitted a budget request to establish such an office as part of the FY 09 budget process. Identifying space for the proposed office and additional details to implement the plan will be reviewed in the coming months. The Civil District Judges also notified the Commissioners Court of potential grant resources and are submitting a request to submit an application to The Supreme Court of Texas, Task Force on Foster Care, for one-time resources to start the program. The grant application has not yet been reviewed by PBO, but has been placed on the agenda for discussion by the Commissioners Court at the request of the Civil District Judges.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

Section 107.102 of the Texas Family Code requires a Judge to appoint an attorney ad litem to represent the interests of children in Child Protective Services (CPS) suits. This request is intended to improve compliance with the Code by recommending the establishment of a Child Public Defender's Office. This new office would provide quality and consistent legal representation to children in CPS cases using qualified attorneys who have subject area expertise, institutional knowledge and experience with the CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts request that Commissioners' Court consider establishing a public defender's office that will provide children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of a Child Public Defender's Office would be those of a small law office. They would investigate their cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for the appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they would be able to utilize the assistance of two legal secretaries, a paralegal, and an investigator when needed. The managing child public defender would also ensure total office quality, develop the annual budget for the office, and develop and follow a recruiting and hiring program for attorneys and office staff. The attorneys on staff would be able to receive continuing legal education in the area of child abuse and neglect.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This grant is for one year, however the grantor has indicated that the funding will be made available to Travis County for two subsequent years.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a 25% match. This match met by applying a portion of the General Fund commitment to the overall office of Child Representation. No additional funds, outside of the FY 09 budget request are required to support this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Child Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

6. If this is a new program, please provide information why the County should expand into this area.

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 09 request, provides a cost effective alternative for the provision of these services.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This grant and the larger program request will provide an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.