#1

WS #_____ VS # 04

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____ Voting Session ~~05/20/08~~ 6/10/08

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

B. Requested Text:

Approve setting a Public Hearing on June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate four 5' public utility easements located along either side of the common lot line of Lots 24 & 25 and Lots 25 & 26 of Twin Lake Hills, Block PP – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

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 – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?
Yes X No___ Please list those contacted and their phone number

John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL
___A change in your department's personnel (reclassifications, etc.)

IV. BUDGET REQUESTS
If your request involves any of the following please check appropriately:

___Additional funding for your department
___Transfer of funds within your department budget
___A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.

STATE OF TEXAS
COUNTY OF TRAVIS

EASEMENT VACATION
LOTS 24 & 25, BLOCK PP
TWIN LAKE HILLS

DESCRIPTION

DESCRIPTION OF AN EASEMENT TO BE VACATED OVER AND ACROSS LOTS 24 AND 25, BLOCK PP, TWIN LAKE HILLS, A SUBDIVISION OF RECORD IN VOLUME 50, PAGE 84, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found in the westerly right of way line of Twin Lake Loop, for the southeast corner of said Lot 24, and the northeast corner of said Lot 25;

THENCE, S 88° 18' 52" W, with the common line between said Lot 24 and said Lot 25, 5.48 feet to a point on said line for the POINT OF BEGINNING of the herein described easement;

THENCE, across said Lot 25, the following three (3) courses:

1) S 25° 55' 07" E, 5.48 feet to a point;
2) S 88° 18' 52" W, 191.34 feet to a point;
3) N 01° 31' 49" W, 5.00 feet to a point on the common line between said Lot 24 and said Lot 25; from said point, a ½ inch iron rod found for the northwest corner of aid Lot 25, and the southwest corner of said Lot 24, bears S 88° 18' 52" W, 5.00 feet;

THENCE, across said Lot 24, the following three (3) courses:

1) N 01° 31' 49" W, 5.00 feet to a point;
2) N 88° 18' 52" E, 186.81 feet to a point;
3) S 25° 55' 07" E, 5.48 feet to the POINT OF BEGINNING.

Description accompanied by sketch.
Surveyed by: *Staudt Surveying, Inc.*
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236

Thomas E. Staudt Registered Professional Land Surveyor No. 3984 4/25/08 Date

S08064e1.docx

Last updated 4:24pm 6/6/2008

STATE OF TEXAS
COUNTY OF TRAVIS

EASEMENT VACATION
LOTS 25 & 26, BLOCK PP
TWIN LAKE HILLS

DESCRIPTION

DESCRIPTION OF AN EASEMENT TO BE VACATED OVER AND ACROSS LOTS 25 AND 26, BLOCK PP, TWIN LAKE HILLS, A SUBDIVISION OF RECORD IN VOLUME 50, PAGE 84, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found in the westerly right of way line at the intersection of Twin Lake Loop and Twin Lake Circle, for the southeast corner of said Lot 25, and the northeast corner of said Lot 26;

THENCE, S 87° 03' 47" W, with the common line between said Lot 25 and said Lot 26, 5.54 feet to a point on said line for the POINT OF BEGINNING of the herein described easement;

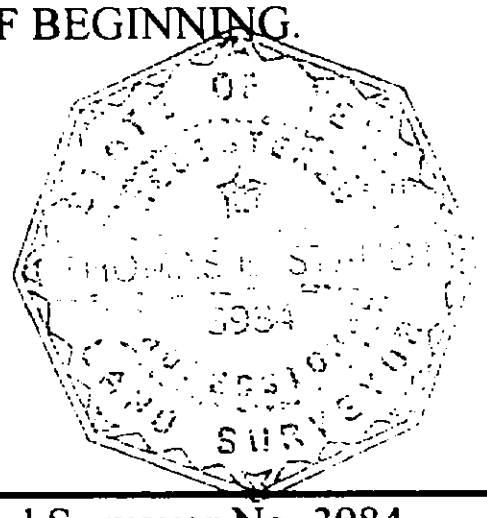
THENCE, across said Lot 26, the following three (3) courses:

1) S 19° 13' 40" W, 5.40 feet to a point;
2) S 87° 03' 47" W, 220.20 feet to a point;
3) N 01° 32' 00" W, 5.00 feet to a point on the common line between said Lot 25 and said Lot 26; from said point, a ½ inch iron rod found for the northwest corner of aid Lot 26, and the southwest corner of said Lot 25, bears S 87° 03' 47" W, 5.00 feet;

THENCE, across said Lot 25, the following three (3) courses:

1) N 01° 32' 00" W, 5.00 feet to a point;
2) N 87° 03' 47" E, 219.27 feet to a point;
3) S 31° 27' 28" E, 5.69 feet to the POINT OF BEGINNING.

Description accompanied by sketch.
Surveyed by: *Staudt Surveying, Inc.*
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236



Thomas E. Staudt Registered Professional Land Surveyor No. 3984 4/25/08 Date

STATE OF TEXAS
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Twin Lake Hills, Dripping Springs, Texas, a subdivision in the County of Travis, of record in Volume 50, Page 84 of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on either side of the common lot lines of Lots 24, 25 and 26, of said subdivision, of record in Documents 2007019875 and 2003209786, Property Records of Travis County, Texas and as applicant requests the release of said easements on said property, said property located at 10300 Twin Lake Loop, AND

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, on the above addressed property, in said subdivision..

EXECUTED this 17TH day of March, 2008

MGR.-ENG. DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d\b\a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Marc Potter, Manager-Engineering Design, 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 purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

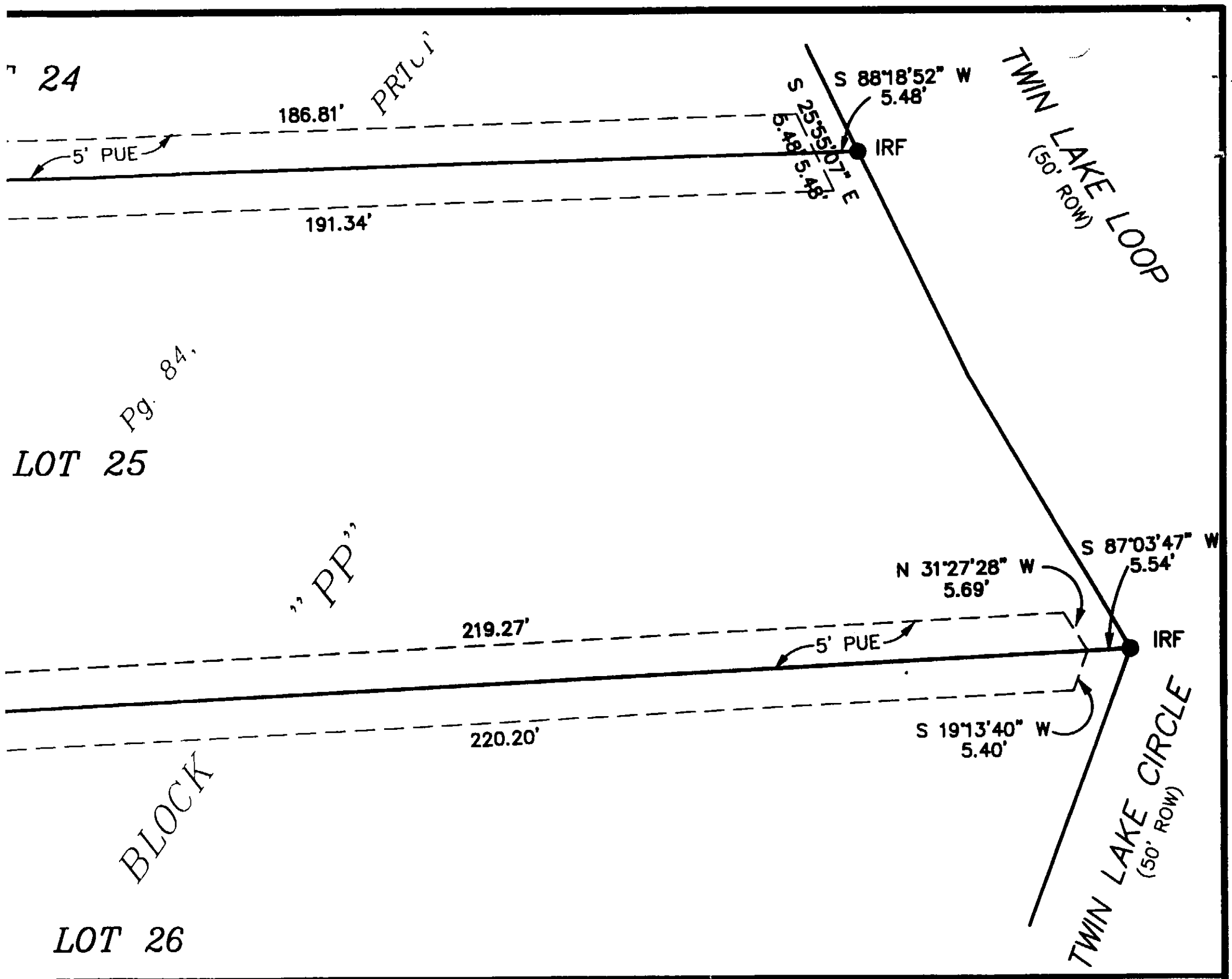
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th day of March, 2008

NORMA CHALMERS
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-27-2009

Notary Public, State of Texas

My commission expires 10-27-2009

Last updated 4:24pm 6/6/2008



STAUDT SURVEYING, INC.
Thomas E. Staudt
RPLS # 3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512)858-2236

SKETCH SHOWING EASEMENTS TO BE VACATED

LOT 24, 25, & LOT 26, BLOCK "PP"

TWIN LAKE HILLS

TRAVIS COUNTY , TEXAS

20 10 0 20 40
GRAPHIC SCALE IN FEET

Rev:		Date: APRIL 25, 2008	
Dr. By: TES	Job #: S08064	DWG #: S08064E	

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

CHRIS
4-80-8732

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 Twin Lake Loop Dripping Springs, TX 78620 (address) and/or Lot 24, 25, 26 Block PP Lot 10 Block LLL Twin Lake Hills (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

__V__ We do not have need for an easement on the property as described in the accompanying document.

_____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Chris Landgraf
Printed Name

Engineer II (EIT)
Title

Texas Gas Service
Utility Company or District

3/7/08
Date

Please return this completed form to:

Joe Carrillo
Name

10300 Twin Lake Loop
Address

Dripping Springs TX 78620
City/State/Zip

512-698-7734/512-264-911

Fax 512-480-8732

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD

Revised 11/27/01 pca

TNR

Fax:5128544649 Mar 7 2008 08:30am P003/004

CONSENT TO VARIANCE

STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF TRAVIS §

This Consent to Variance is made this 19th day of March 2008, by DEER CREEK RANCH, INC., hereinafter referred to as the "**Declarant**" and DEER CREEK RANCH WATER CO., LLC, hereinafter referred to as the "**Water Company**."

WHEREAS, the Declarant is that same entity referred to as "**Owner**" in that document dated 21st day of July 1970, and filed of record at Volume 3908, Page 55 of the Deed Records of Travis County, Texas, being declaration and covenants (the "**Restrictive Covenants**") for TWIN LAKE HILLS (the "**Subdivision**"), a subdivision in Travis County, Texas, according to the map or plat thereof filed of record at Volume 50, Page 84, Plat Records of Travis County, Texas. The Declarations and the plat are jointly referred to herein as the "**Restrictive Covenants**."

WHEREAS, the owners of Lots 24, 25, and 26 (the "**Lots**"), Block PP of the Subdivision desire to construct a single improvement on the three Lots combined, building across the two interior lot lines shared by the Lots (the "**Interior Lot Lines**");

WHEREAS, the Restrictive Covenants prohibit the construction of improvements within a certain distance from each lot line and the Water Company has the right to use the easement for public utilities along either side of the Interior Lot Lines;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, to the extent that Declarant and Water Company have the right and authority to do so, and as long as the Lots are being developed as a single lot, combined, Declarant and Water Company

a. Consent to improvements being built over and across the Interior Lot Lines;
b. Waive the Restrictive Covenants as to the distance improvements may be erected or constructed from the Interior Lot Lines; and
c. Waive any easement for public utilities along either side of the Interior Lot Lines.

Nothing herein shall be taken to affect the set back requirements along the front, rear, and other sides of the Lots.

Dated this 19 day of March 2008.

DEER CREEK RANCH, INC.

By: _____
Sam J. Hammett, President

DEER CREEK RANCH WATER COMPANY, LLC
By DEER CREEK RANCH, INC., Member

By: _____
Sam J. Hammett, President

Consent to Variance - Center
DCR to Carrillo
Re\gen\DCR\DCR-Carrillo 24-26PP TLH-CenterVar

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of March 2008, by Sam J. Hammett, as President of Deer Creek Ranch, Inc.; a Texas corporation and on behalf of said corporation.

Notary Public, State of *TEXAS*

GARY GREIF
Notary Public, State of Texas
My Commission Expires
NOV. 15, 2011

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of March 2008, by Sam J. Hammett, as President of Deer Creek Ranch, Inc., the sole member of Deer Creek Ranch Water Co., LLC, a Texas limited liability company and on behalf of said company.

Notary Public, State of *TEXAS*

GARY GREIF
Notary Public, State of Texas
My Commission Expires
NOV. 15, 2011

After Recording, Return to:

JOE CARRILLO
10300 Twin Lake Loop
Dripping Springs, TX 78620

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 Twin Lake Loop Dripping Springs, TX 78620 (address) and/or lot 24, 25, 26 Block PP Lot 10 Block III Twin Lake Hills (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Tony Graf
Signature

TONY GRAF
Printed Name

MANAGER
Title

MANVILLE WSC.
Utility Company or District

3-11-08
Date

Please return this completed form to:

Joe Carrillo
Name

10300 Twin Lake Loop
Address

Dripping Springs, TX 78620
City/State/Zip

512-698-7734/512-264-9117
fax 512-480-8732

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to **Travis** County for the vacation of property at 10300 Twin Lake Loop, Dripping Springs, TX 78620 (address) and/or Lot 24, 25, 26 Block PP Lot 10 Block UU Tr. 1 Lake Hills (legal description) and as described on the enclosed drawing or document. **An** action of the Commissioners' Court of Travis County is pending your return of **this statement, your** prompt reply is requested.

STATEMENT

✓ We do not have need for **an easement on the** property as described in the accompanying document.

____ We do have a need for an **easement on the** property as described in the accompanying document. A description of **the required easement** is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Designer
Title

Time Warner Cable Austin
Utility Company or District

March 11, 2008
Date

Please return this completed form to:

Joe Carella
Name

10300 Twin Lake Loop
Address

Dripping Springs, TX 78620
City/State/Zip

512-658-7739 or 512-453-5792

RELEASE OF EASEMENT

STATE OF TEXAS ∞

∞ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS ∞

WHEREAS, Earl N. Jackson as previous owner/developer of all lots in Twin Lake Hills, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Twin Lake Hills, said public utility easement being recorded in Volume 50, Page 84 of the Plat Records in Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots within Twin Lake Hills, Blocks PP and UU, in Travis County, Texas; and,

WHEREAS, Joe A. Carrillo as current owner, desires the said five foot (5') public utility easement along the rear property lines and along the common property lines between Lots 24, 25, and 26, Twin Lake Hills, Block PP, Travis County, Texas, be abandoned and released in full; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar ($1.00), does hereby release the public utility easement along the rear property lines and the common property lines between Lots 24, 25, and 26, Twin Lake Hills, Block PP, Travis County, Texas, and referred to hereinabove.

EXECUTED: March 19, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: _____

Trey Grebe
District Manager

THE STATE OF TEXAS ∞

COUNTY OF TRAVIS ∞

BEFORE ME, the undersigned authority, on this day personally appeared Trey Grebe, District Manager of Pedernales Electric Cooperative, Inc., a corporation, 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 consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE March 19, 2008.

NOTARY PUBLIC STATE OF TEXAS
RENETTA KAY JEANES
Notary Public State of Texas
My Commission Expires
OCT. 1, 2010

_____

Notary Public in and for The State of Texas

Jay James

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 Twin Lake Loop, Dripping Springs, TX 78620 (address) and/or Lot 24, 25, 26 Block PP Lot 10 Block III Twin Lake Hills (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Trey Dale
Signature
Trey Grebe
Printed Name
District Manager
Title
PEC
Utility Company or District
3/19/08
Date

Please return this completed form to:

Joe Carrillo
Name
10300 Twin Lake Loop
Address
Dripping Springs, TX 78620
City/State/Zip
512-698-7734/512-264-911
fax 512-480-8732

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD

Revised 11/27/01 pao

Vacate 4-5' PUEs, Twin Lake Hills, Blk PP

Last updated: 2:24pm 6/6/2008

PUE Locations

10300 Twin Lake Circle
Dripping Springs, Texas

A - 3-Bedroom, Single-Family Residence.
B - 1-Bedroom, Office
C- 1250-gallon, Two-Compartment Septic Tank.
500-gallon, One-Compartment Pump Tank.
D- Conventional Trenches, using Infiltrator Panels.
5 Trenches each 72' Long (18 panels per trench using the Quick 4, 4' long infiltrator panel).

X - Profile Hole.

Provide Two-Way Cleanout from House to Tank.

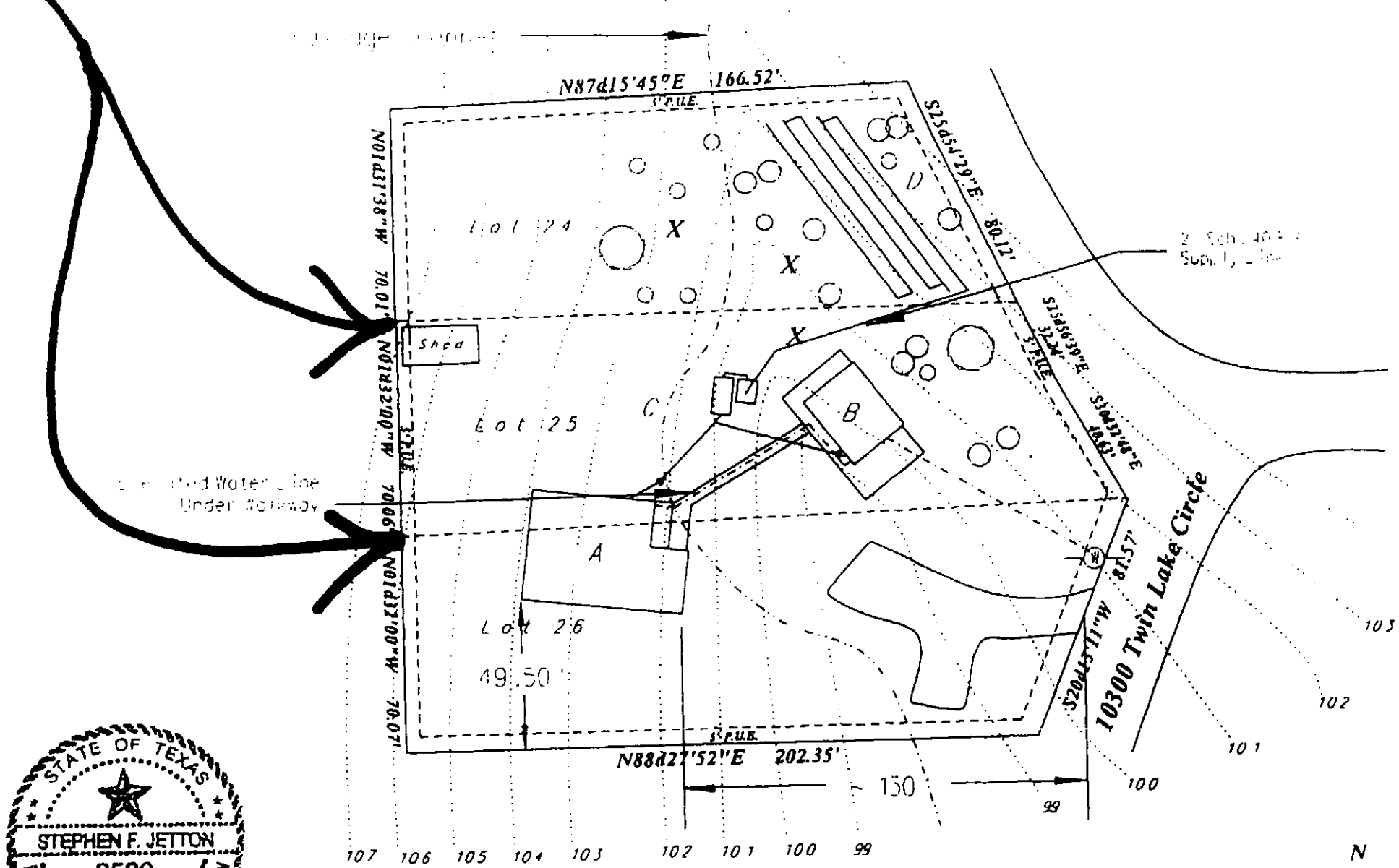
Supply Line: 3" or 4" Sch. 40 PVC.

Maintain 5' from all Property Lines.
Maintain 10' from all Potable Water Lines.

**Refer to Tank Detail and Design Notes for more Information.*

**Plans may vary Slightly based on Conditions Encountered in the Field.*

**All Separation and Setback Requirements as Stated in Chapter 285, TCEQ, On-Site Sewage Facilities, must be maintained.*



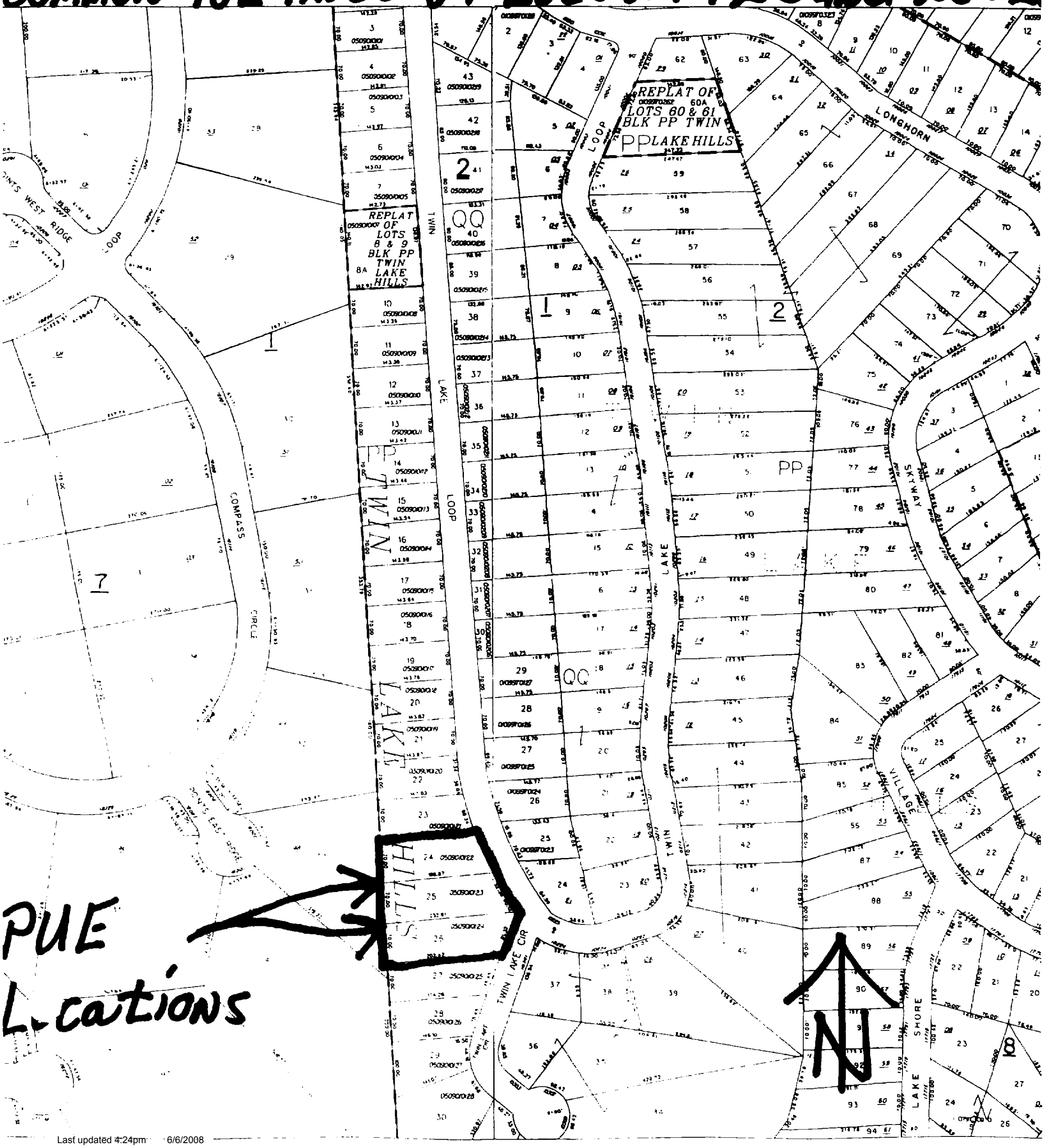
STATE OF TEXAS
STEPHEN F. JETTON
3530
REGISTERED
PROFESSIONAL SANITARIAN

1-17-08

**This is not intended to be used as an official survey. All structures and Contour locations are approximate.*

Twin Lake Hills, Block PP, Lots 24-26.

Locate 4-5' PUEs located along common lot lines of Lots 24+25 and 25+26



Twin Lake Hills, Block PP, Lots 24-26

4-5' PUE Vacations

Last updated 4:24pm 6/6/2008

Lakeway

Point Venture

Lakeway

Village of The Hills

Village of Bee Cave

Precinct 3

Site Location

CAPITAL OF TEXAS

FM 2244

West Lake Hills

RM 620 RD

WEST STATE HWY 71

STATE HWY 71

US HWY 290

City of Austin

FM 1826

MO-PAC EXPY (LOOP 1)

STATE HWY 45

FM 3238

PACE BEND RD

Legend

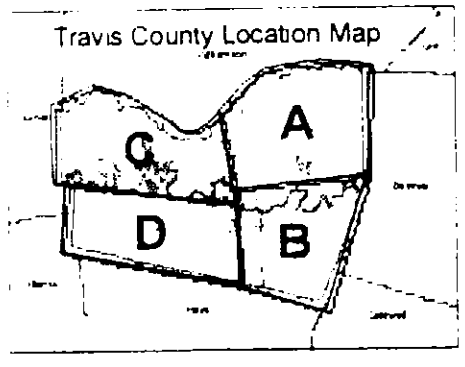
Roadway Type

- *State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated Private
- Railroad
- Creek
- Water Body
- Park
- Incorporated Area
- County Boundary

Commissioner Precinct

- Precinct 3

Travis County Location Map



Sources(s): CoA Roads - CoA 11/05
Unincorporated Roads - Travis County
11/05 Proposed Roads - various sources
Creeks- NHD '05 Parks - Travis County 04
CoA Parks - CoA 12/05 Commissioner Precincts -
Travis County Voter Registrar 2002

Map Disclaimer: This map was created for the Travis County Right-of-way for identifying Travis County maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at 512-854-9783

Text Scale

Map Prepared by: Travis County Dept of Transportation & Natural Resources Date: 12/29/2005
http://www.co.travis.tx.us/maps

Travis County Roadways, Map D

0 1 Miles

Twin Lake Hills, Block PP, Lots 24-26
Vacate 4-5' PUEs located
along the common lot lines of Lots 24&25 and
25&26.

577

THIS PAGE ALSO APPEARS IN THE MAPSCO HAYS COUNTY STREET GUIDE AS PAGE HAYS 8.

N W E S

CONTINUED ON MAP 576

WS WT

A B C D

78738 Site Location

E F G H

J K L M

N P Q R

78620

S T U V

W X Y Z

TRAVIS COUNTY
HAYS COUNTY

MADRONE RANCH
SADDLETREE RANCH
TWIN LAKE HILLS
VALLEY LAKE HILLS
HILL CREEK WEST

HAMILTON POOL RD
SADDLEHORN DR
SUNDANCE TR
HIGH PLAINS DR
SADDLE BLANKET DR
STIRRUP DR
WINCHESTER DR
PEERMAN LN
TWIN SADDLES
SADDLETREE LN
STIRRUP CIR
LARIAT LN
HORSESHOE DR
BRIDLE PATH
LANDER LN
THE ENTRANCE
WEST CAVE LOOP
WEST CAVE CRSG
WEST CAVE BLVD
SHEPHERDS CORRAL
HIDEAWAY CV
MONTECITO BLVD
FAWNS CRSG
MONTEVISTA CV
WESTWARD LOOK
BUBBA'S BLUFF
MASON DIXON CIR
TORTUGA RACING LN
DEER CREEK CIR
GREEN OAK DR
PANORAMA DR
SCENIC CIR
TWIN CREEK CIR
LINKVIEW DR
LINKHILL DR
LONGHORN SKYWY
LINKWOOD DR
DEER CREEK SKYVIEW
LONGHORN SKYWAY
VILLAGE DR
LAKE SHORE DR
WESTLAKE DR
RIDGE VIEW CIR
LAKE PARK DR
LAKE PARK CIR
CREEKWOOD CIR
LAKE WOOD CIR
LAKE BEACH DR
SANDY CIR
PEARL CIR
LITTLE CREEK CIR
JANET LOOP
HILLTOP DR
THOMAS LN
GEORGE HILL DR
ROBINSON FAMILY RD
MADRONE VISTA DR
MADRONE RANCH TR
TWIN LAKE LOOP
TWIN LAKE CIR
POINTS WEST RIDGE
POINTS EAST
HILL COUNTRY SKYLINE
SURVEYORS CRSG
COMPASS
CREEK CROSSING CV
OAKWOOD CIR
TIMBER CIR
CLIFF CIR
KNOB HILL
Rocky Creek

CONTINUED ON MAP 607

CONTINUED ON MAP 578

SCALE IN MILES
0 1/8 1/4 3/8 1/2

SCALE IN FEET
0 1000 2000 3000

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

#12 6/10/08

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -6 PM 1:49

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

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

Two Public Notice of Vacation of a Public Utility Easement signs were posted on May 23, 2008, on the west side of Twin Lake Loop at the lot line between Lots 24 & 25 and Lots 25 & 26 of Twin Lake Hills, Block PP at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 23rd DAY OF May, 2008.

SIGNATURE: Jaime Garcia

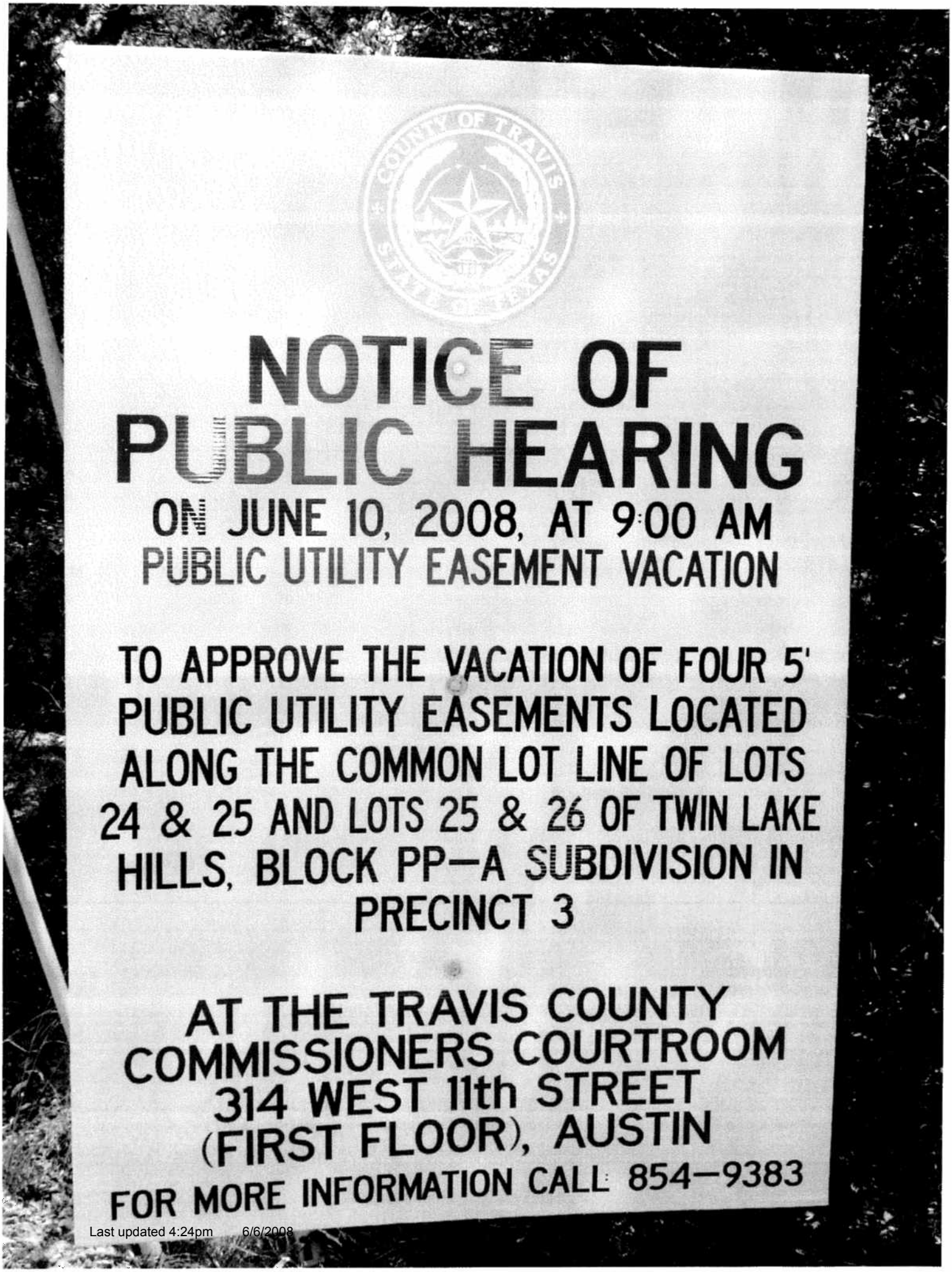
NAME (PRINT): Jaime Garcia

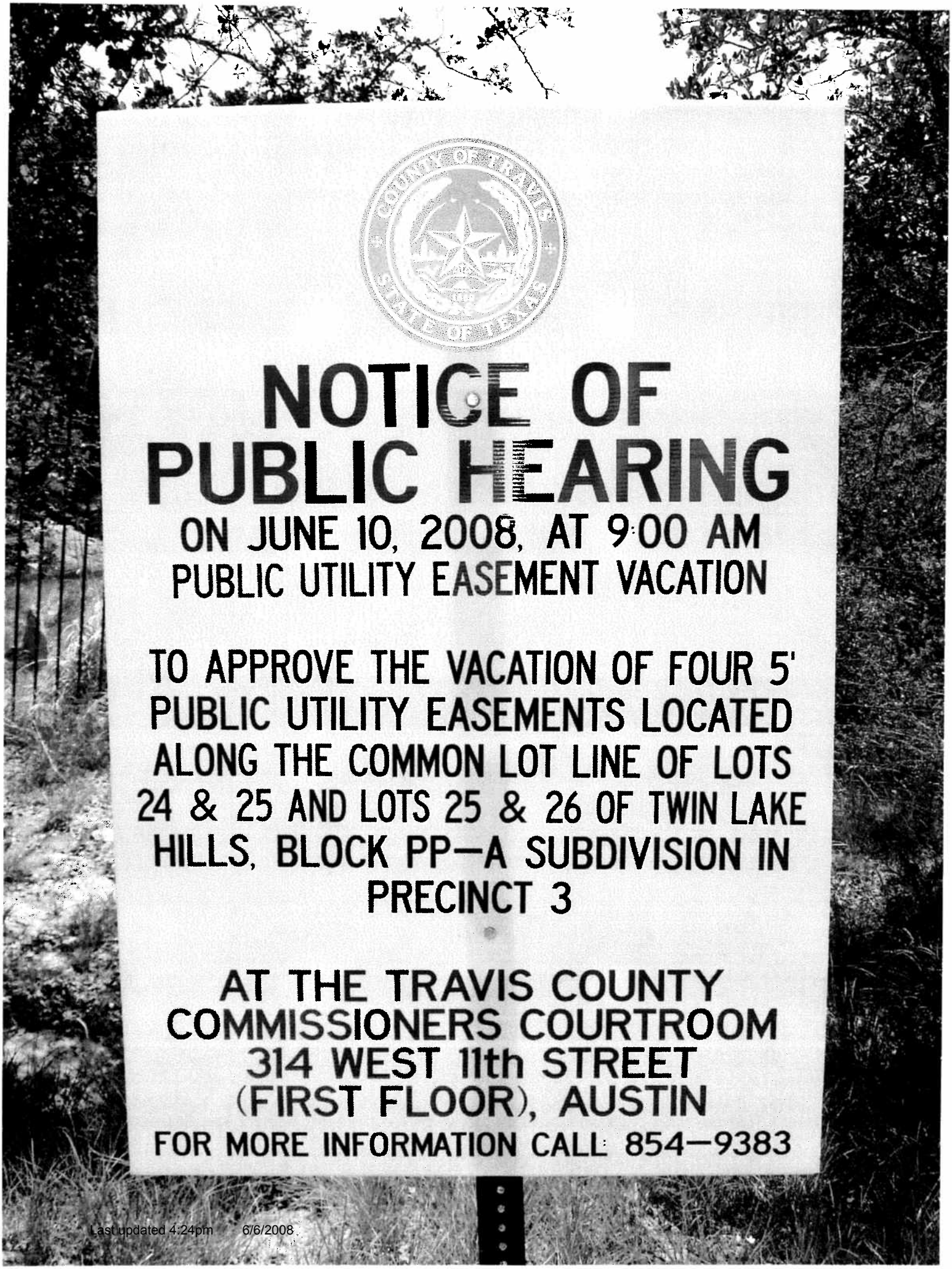
TITLE: Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\08PUE\02TwinLakeLoop\SignRequest.doc

May 15 2008 09:10am P002/006 Fax:5128544649 TNR


NOTICE OF
PUBLIC HEARING
ON JUNE 10, 2008, AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF FOUR 5' PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 24 & 25 AND LOTS 25 & 26 OF TWIN LAKE HILLS, BLOCK PP—A SUBDIVISION IN PRECINCT 3
AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854—9383
Last updated 4:24pm 6/6/2008


NOTICE OF
PUBLIC HEARING
ON JUNE 10, 2008, AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF FOUR 5' PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 24 & 25 AND LOTS 25 & 26 OF TWIN LAKE HILLS, BLOCK PP—A SUBDIVISION IN PRECINCT 3
AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854—9383
Last updated 4:24pm 6/6/2008

~~3~~ #2

Travis County Commissioners Court Agenda Request

Voting Session ~~5/20/08~~ 6/10/08 (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 June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 0.117 acre portion of an 8.69 acre drainage easement as recorded in Volume 12899, Page 65 of the Real Property Records of Travis County, Texas – a separate instrument drainage easement dedicated in Travis County, Precinct 3.

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:

John Hille:	854-9415	Joe Arriaga:	854-7562
Anna Bowlin:	854-7561	Don Grigsby:	854-7560

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, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

MEMORANDUM

DATE: May 7, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Program Manager – Development Services

SUBJECT: **Consider and take appropriate action on approving the setting of a Public Hearing on June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 0.117 acre portion of an 8.69 acre drainage easement as recorded in Volume 12899, Page 65 of the Real Property Records of Travis County, Texas – a separate instrument drainage easement dedicated in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request from the property owner's agent requesting to vacate a 0.117 acre portion of an 8.69 acre drainage easement. The portion of the drainage easement to be vacated is 15' wide and located across a 0.201 acre of an un-platted tract of land. The 0.201 acre tract of land is located between Section 1 and Section 3 of Lakewind Estates and abuts RR 620 to the south. The property owner is requesting this vacation in order to include the 0.201 acre tract of un-platted land in a re-plat of the adjacent Lot 1, Block A, of Lakewind Estates, Section 1.

The portion of the drainage easement to be vacated is also considered to be located along the east lot line of Lot 52 of Lakewind Estates, Section 3. According to the plat, Lot 52 is considered a private street, drainage, and public utility easement lot named Lago Viento. The request letter states that with the construction of Lago Viento (Lot 52) the subject portion of the easement is no longer necessary. There is also a statement in the original dedication that states "Said easement shall be considered vacated, wholly or partially, upon the dedication of a substitute easement by plat."

Professional Engineer, Danny R. Martin, has stated:

> "The said dedicated easement, the body of which is approximately 8.25 Acres required a 15 foot "pole", 0.44 Acres as similar to a "flaglot" to reach the public right of way of RR 620. The 15 foot pole that provides access to the body of the drainage easement is no longer needed since the body of the drainage easement now

has been expanded in the Lakewind Section 3 final plat as part of lot 53 and lot 53 has frontage on the private street lot, lot 52 "Lago Viento" which is also a drainage and public utility easement. The 15 foot pole has never served as a means to contain drainage. Therefore vacating this portion of the drainage easement has no impact on the existing drainage in Lakewind Section 1 or Lakewind Section 3."

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. TNR recommends the vacation of the 15' wide portion of the drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

With the construction of the private street, drainage, and public utility easement named Lago Viento, Travis County feels the abutting portion of the drainage easement can be vacated. Travis County has relied on Danny R. Martin's professional opinion as a Professional Engineer in regards to this vacation. Travis County has also relied on his opinion that vacating this portion of the drainage easement has no impact on the existing drainage in Lakewind Estates, Sections 1 & 3.

Also, there is an overlapping/matching conservation easement, which is recorded in Volume 12899, page 72 of the Real Property Records of Travis County, Texas. This instrument states "The foregoing easement shall be considered vacated, wholly or partially, to the extent covered by a dedication effected by a recorded substitute easement or by a recorded subdivision plat. The foregoing easement may also be released, wholly or partially, by a recorded document executed by the Grantor and the City of Austin, a municipal corporation situated in the counties of Travis, Williamson, and Hays." According to the request letter, they have submitted a request to the City of Austin for a partial vacation of the conservation easement as well.

Required Authorizations:

None.

Exhibits:

Order of Vacation
Original easement doc
Letter of Request
Engineer's letter
Field Notes and Sketch
Location Maps (4)

PS:AB:ps

1105 Lago Viento – DE vacation

08-DE-02

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner's agent requests the vacation of a 0.117 acre portion of a 8.69 acre drainage easement as recorded in Volume 12899, Page 65, of the Real Property Records of Travis County, Texas, in order to include the 0.201 acre of un-platted property, which encompasses the 0.117 acre portion of the drainage easement, with the proposed re-plat of Lot 1, Block A of Lakewind Estates, Section 1; and

WHEREAS, a Professional Engineer has stated, with the construction of the abutting private street, drainage, and public utility easement known as Lago Viento, as dedicated through the Lakewind Estates, Section 3 Plat, this vacation will have no adverse impact on the drainage system; and

WHEREAS, a Travis County Engineer has stated that, with the construction of Lago Viento, there is no objection to the vacation of this 0.117 acre portion of the drainage easement as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of this 0.117 acre portion of the 8.69 acre 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 June 10, 2008 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the 0.117 acre portion, as described in the attached field notes and sketch, of the 8.69 acre drainage easement, as recorded in Volume 12899, Page 65, of the Real Property Records of Travis County, is, in accordance with State Law, 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

F.N. 6545 (JWC)
March 6, 1997
SRI Job No. 19999-12

ID OUT OF THE LEONARD ECK SURVEY 164, IN
F THAT CALLED 197.38 ACRE TRACT OF LAND
I, LTD., RECORDED IN VOLUME 13050, PAGE 99
TEXAS; SAID 8.69 ACRES AS SHOWN ON THE
CULARLY DESCRIBED BY METES AND BOUNDS

rth right-of-way line of Ranch Road 620 North (R.R.
ck A of the proposed subdivision Lakewind Estates
se No. C8-96-0054.0A, from which point a concrete
s of 210.00 feet,

e of R.R. 620 North, N 82°10'01" W, a distance of

.R. 620 North, and crossing said 197.38 acres, the

a point of curvature to the left,

f said curve to the left, having a central angle of
se chord bears, N 00° 10' 16" E, a distance of 89.33
ight,

f said curve to the right, having a central angle of
se chord bears, N 13° 20' 46" E, a distance of 14.23
eft,

of said curve to the left, having a central angle of
se chord bears, N 17° 06' 20" W, a distance of 93.62
ight,

f said curve to the right, having a central angle of
se chord bears, N 46° 46' 06" W, a distance of 16.38

to a point,

to a point,

to a point,

to a point,

to a point,

to a point,

to a point,

to a point,

of said curve to the right, having a central angle of
es chord bears, N 21° 23' 58" E, a distance of 211.88

to a point,

t to a point,

et to a point,

ge 1 of 4

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12899 0067

DRAINAG

THE STATE OF TEXAS §
§ K
COUNTY OF TRAVIS §

That **LAKEWIND HOLDINGS, LTD.**
and in consideration of the sum of Ten a
and valuable consideration, to Grantor
sufficiency of which are hereby acknowl
or encumbrance, express or implied,
CONVEYED, and by these presents d
("Grantee"), an easement for the constru
upgrade and repair of a storm water drai
and enclosed storm sewer pipe or structu
particularly described on **Exhibit "A"** att
purposes (the "Property");

TO HAVE AND TO HOLD the sam
and assigns, together with the privilege
any part thereof, for the purpose of con
upgrading and repairing said storm wate
therewith, all upon the condition that Gr
in connection with the construction or rep
the surface of the Property to the conditi
work was undertaken. Said easement sh
upon the dedication of a substitute ease

IN WITNESS WHEREOF, Grantor h
this the 26th day of February, 1997.

L
pa

B

REAL PR
TRAVIS

1289

before me on the 26 day of February,
AKEWIND DEVELOPMENT CORPORATION,
of LAKEWIND HOLDINGS, LTD., a Texas
oration and said limited partnership.

TARY PUBLIC, State of Texas

KIMBERLY ANN SPAW
Notary Public, State of Texas
My Commission Expires
APRIL 3, 2000

ODY

RT\8183.18\DRAINAGE.ESM,02/26/97

e -2-
PROPERTY RECORDS
AVIS COUNTY, TEXAS

399 0066

8.69 Acres
Drainage Easement
Lakewind

19. N 61° 16' 08" E, a distance of 112.19 fee

20. N 65° 04' 05" E, a distance of 153.93 feet

21. N 36° 46' 37" E, a distance of 28.91 feet

22. N 45° 39' 13" E, a distance of 261.27 fee

23. N 73° 59' 10" E, a distance of 200.75 fee

24. N 67° 27' 21" E, a distance of 36.29 feet

25. N 74° 09' 49" E, a distance of 115.38 fee

26. N 79° 53' 38" E, a distance of 176.91 feet
also the west line of that tract of land descr
Volume 5937, Page 879 of the Deed Rec

THENCE, with the east line of said 197.38 a
S 25° 21' 10" W, a distance of 165.82 feet to a p

THENCE, leaving the east line of said 197.38 ac
crossing said 197.38 acres, the following twenty-

1. S 72° 17' 56" W, a distance of 381.08 fee

2. S 29° 06' 52" E, a distance of 185.04 feet

3. S 80° 21' 16" W, a distance of 50.12 feet

4. S 45° 39' 13" W, a distance of 110.06 fe

5. S 36° 46' 37" W, a distance of 58.85 feet

6. S 56° 54' 00" W, a distance of 88.50 feet

7. S 65° 45' 28" W, a distance of 153.51 fe

8. S 61° 16' 08" W, a distance of 47.85 feet

9. S 41° 23' 12" W, a distance of 132.01 fe

10. S 62° 16' 35" W, a distance of 30.71 fee

11. S 17° 44' 14" W, a distance of 34.40 fee

12. S 50° 58' 06" W, a distance of 92.17 fee

13. S 63° 05' 11" W, a distance of 62.76 fee

14. a distance of 229.45 feet along the arc
87° 38' 41", a radius of 150.00 feet and
207.73 feet to a point,

15. S 66° 02' 37" W, a distance of 30.30 fee

16. S 57° 19' 53" W, a distance of 99.29 fee

17. N 89° 07' 07" W, a distance of 59.33 fee

18. N 88° 39' 05" W, a distance of 22.00 fee

19. N 76° 47' 23" W, a distance of 56.68 fee

Pa

20. N 47° 09' 45" W, a distance of 71.21 feet to a point,

21. N 48° 22' 05" W, a distance of 63.08 feet to a point,

22. S 61° 03' 42" W, a distance of 534.48 feet to a point,

23. S 23° 06' 30" E, a distance of 61.57 feet to a point of curvature to the right,

24. a distance of 138.17 feet along the arc of said curve to the right, having a central angle of 105° 33' 15", a radius of 75.00 feet, and whose chord bears, S 17° 09' 14" E, a distance of 119.44 feet to a point of compound curvature to the right,

25. a distance of 95.54 feet along the arc of said curve to the right, having a central angle of 15° 38' 28", a radius of 350.00 feet and whose chord bears, S 00° 00' 46" W, a distance of 95.26 feet to a point of tangency, and

26. S 07° 49' 59" W, a distance of 56.57 feet to the POINT OF BEGINNING and containing 8.99 acres of land.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July, 1996 under my direction and supervision.

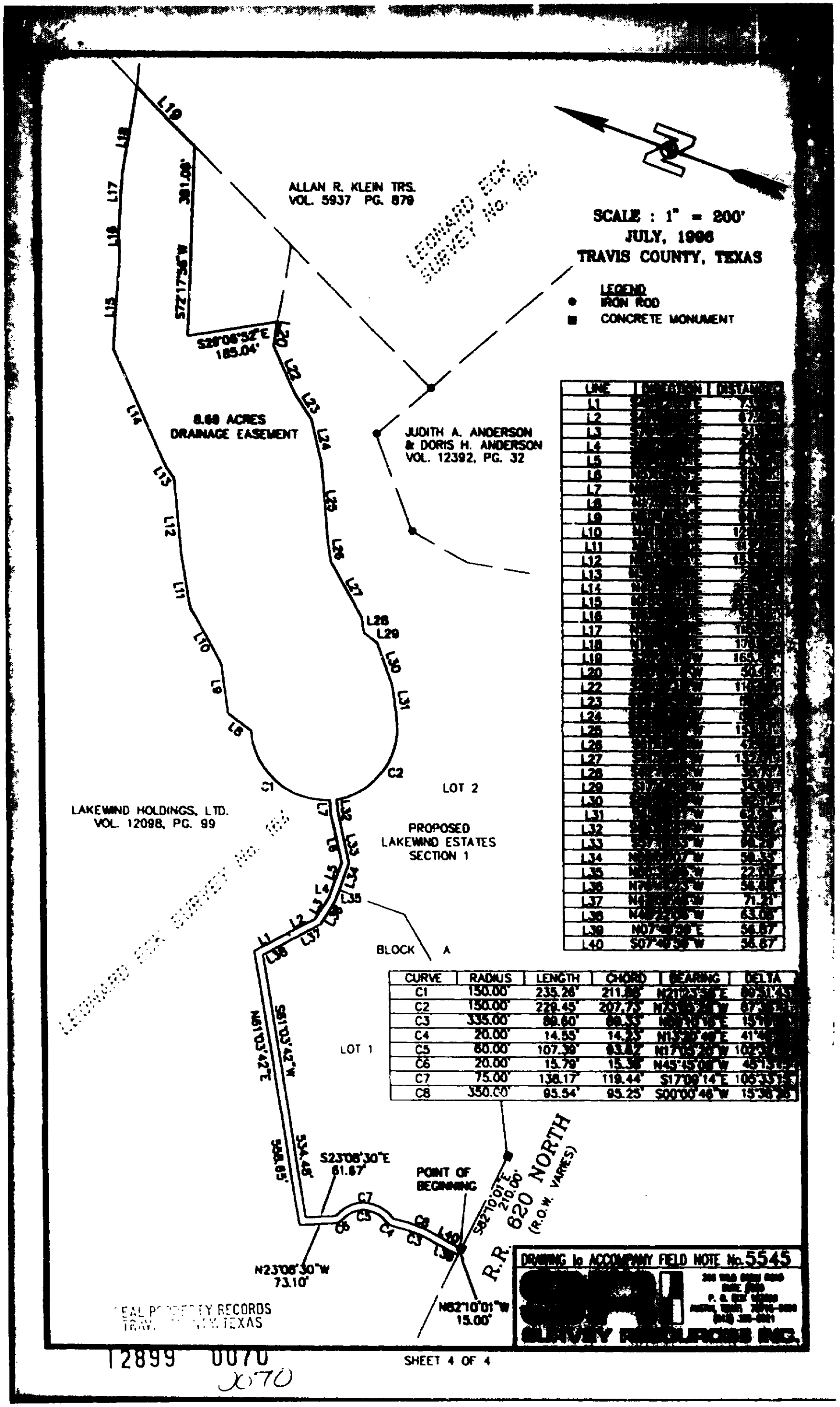
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of March, 1997 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

STATE OF TEXAS
REGISTERED
R. DAVID STRUTTON
4312
PROFESSIONAL
LAND SURVEYOR

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12899 0069



LINE	DIRECTION	DISTANCE
L1	[illegible]	[illegible]
L2	[illegible]	87.2
L3	[illegible]	51.1
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]
L8	[illegible]	[illegible]
L9	[illegible]	[illegible]
L10	[illegible]	12
L11	[illegible]	88
L12	[illegible]	15
L13	[illegible]	[illegible]
L14	[illegible]	[illegible]
L15	[illegible]	[illegible]
L16	[illegible]	[illegible]
L17	[illegible]	18
L18	[illegible]	17
L19	[illegible]	169
L20	[illegible]	30
L22	[illegible]	11
L23	[illegible]	[illegible]
L24	[illegible]	[illegible]
L25	[illegible]	15
L26	[illegible]	45
L27	[illegible]	152
L28	[illegible]	[illegible]
L29	[illegible]	[illegible]
L30	[illegible]	[illegible]
L31	[illegible]	[illegible]
L32	[illegible]	[illegible]
L33	[illegible]	[illegible]
L34	[illegible]	58.35
L35	[illegible]	22
L36	[illegible]	58
L37	[illegible]	71.37
L38	[illegible]	63.05
L39	[illegible]	56.67
L40	[illegible]	56.67

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	150.00'	235.26'	211.86'	[illegible]	[illegible]
C2	150.00'	229.45'	207.75'	[illegible]	[illegible]
C3	335.00'	89.60'	89.33'	[illegible]	[illegible]
C4	20.00'	14.55'	14.23'	[illegible]	[illegible]
C5	60.00'	107.39'	93.47'	[illegible]	[illegible]
C6	20.00'	15.79'	15.38'	[illegible]	[illegible]
C7	75.00'	138.17'	119.44'	[illegible]	[illegible]
C8	350.00'	95.54'	95.25'	[illegible]	[illegible]

FILED

97 MAR 26 AM 9:34

DAH... COUNTY CLERK
TRAVIS ... TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as

MAR 26 1997

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: 00004252 TRANS#: 36486 DEPT: REGULAR RECORD $21.00
CASHIER: MARIO FILE DATE: 3/26/97 TRANS DATE: 3/26/97
PAID BY: CASH

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12899 0071

PBS&J

An employee-owned company

29 February 2008

Mr. Paul Scoggins, Engineering Specialist
Travis County
Transportation and Natural Resources
411 West Thirteenth Street
Austin, Texas 78701

RE: Lakewind Estates, Section 3
Request for Drainage Easement Vacation
PBS&J Project No. 441743.00

Dear Mr. Scoggins:

On behalf of the property owner and developer, Toll TX VI LP (Toll), we are requesting the vacation of a portion of drainage easement located along the eastern side of Lot 52, Block A (Lago Viento) of the above referenced subdivision, as recorded in Volume 103, Page 86-97 of the Travis County, Texas Plat Records. The portion of the easement to be vacated, as recorded in Volume 12899, Page 65 of the Travis County, Texas Real Property Records, is located on a 0.201 acre unplatted tract of land. Copies of the referenced documents are attached for your review.

The upper portion of the 8.69 acre drainage easement, as dedicated in 1997 prior to approval of the Lakewind Estates preliminary plan, was intended to protect an underlying series of critical environmental features (CEFs) in a draw along the southern boundary of the proposed development. The entirety of the drainage easement is overlapped by a matching conservation easement recorded in Volume 12899, Page 72 of the Travis County, Texas Real Property Records.

The fifteen foot portion of the easement was extended from the vicinity of the CEFs along the then future alignment of Lago Viento to the northern right-of-way of existing RR 620 North. This extension, in theory, provided access for inspection by governmental entities. Physically, the access is difficult, if not impossible.

Following the construction of Lago Viento, a private street, drainage, and public utility lot, with Section 3 of the Lakewind development, the lower portion of the easement and the extension to RM 620 is no longer necessary. We have submitted a request to the City of Austin for the partial vacation of the underlying conservation easement, as well. All of the property affected by the vacation request is owned by Toll TX, L.P. Toll intends to include the vacated easement area in a replat of the adjacent Lot 1, Block A, Lakewind Estates, Section 1.

In accordance with the County's Requirements for Vacating Drainage Easements, accompanying this letter of request is a metes and bounds description with sketch, release forms from all affected utilities, and a non-refundable $680 check.

Please call me at 342-3231 if you have any questions or need additional information.

Sincerely,

Terry S. Reynolds
Project Coordinator

Attachments

cc: Danny R. Martin, PE – M/W
Jim Harrison - TB
Bob Hulbert - TB
Joel Messina

[illegible]

May 1, 2008

Mr. Don Grigsby, P.E.
Travis County
Transportation and Natural Resources
411 West Thirteenth Street
Austin, Texas 78701

Re: Lakewind Estates, Section One and Three
Request for Drainage Easement Vacation
Malone Wheeler, Inc. Project No. 04-020

Dear Mr. Grigsby,

Please accept the following information in regard to the request by Toll EX LP. to vacate a portion of the drainage easement dedicated by separate instrument in Volume 12899, Page 65 of the Travis County, Texas Real Property Records.

The said dedicated easement, the body of which is approximately 8.25 Acres required a 15 foot "pole" 0.44 Acres,(a similar to a "flaglot" to reach the public right of way of RR 620. The 15 foot pole that provides access to the body of the drainage easement is no longer needed since the body of the drainage easement now has been expanded in the Lakewind Section 3 final plat as part of lot 53 and lot 53 has frontage on the private street lot, lot 52 "Lago Vereto" which is also a drainage and public utility easement. The 15 foot pole has never served as a means to contain drainage. Therefore vacating the portion of the drainage easement has no impact on the existing drainage in Lakewind Section 1 or Lakewind Section 3.

Please call me at [illegible] if you have any questions or need additional information.

[illegible]

[illegible]

EXHIBIT "A"

The Public
To
Lakewind Holdings, Ltd
(Partial Drainage Easement Release)

0.117 ACRES
DRAINAGE EASEMENT (12899/65)
TO BE PARTIALLY RELEASED

A DESCRIPTION OF A 0.117 ACRE PORTION OF A DRAINAGE EASEMENT IN THE LEONARD ECK SURVEY NO. 164, ABSTRACT 2433, GRANTED TO THE PUBLIC, DATED FEBRUARY 26, 1997, RECORDED IN VOLUME 12899, PAGE 65, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A REMAINDER PORTION OF A 160.809 ACRE TRACT OF LAND CONVEYED TO TOLL TX, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 22, 1999, RECORDED IN VOLUME 13398, PAGE 2352, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CORRECTED IN DOCUMENT NO. 2007188620, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID DRAINAGE EASEMENT TO BE PARTIALLY RELEASED AS SHOWN ON THE ATTACHED SKETCH (390-008-DEV1.DWG)

BEGINNING at a calculated point in the east line of the remainder portion of the 160.809 acre tract, being also the northwest corner of Lot 1, Block A, Lakewind Estates Section 1, a subdivision of record in Volume 98, Page 368 of the Plat Records of Travis County, Texas, and in the south line of Lot 50, Block B, Lakewind Estates Section 3, a subdivision of record in Volume 103, Page 86 of the Plat Records of Travis County, Texas, from which a cotton spindle found for the north corner of Lot 1, Block A, Lakewind Estates Section 1, being also an interior angle of the existing Drainage easement, bears North 59°09'47" East, a distance of 534.25 feet;

THENCE with the common line of the remainder portion of the 160.809 acre tract, Lot 1, Block A, and the existing Drainage easement, the following four (4) courses:

1. South 24°59'28" East, a distance of 61.55 feet to a calculated point for the beginning of a non-tangent curve to the right;

2. 138.24 feet along the arc of said curve to the right, having a radius of 75.00 feet, and through a central angle of 105°36'40", the chord of which bears South 19°03'21" East, a distance of 119.49 feet to a calculated point for the beginning of a non-tangent compound curve to the right;

3. 95.51 feet along the arc of said non-tangent compound curve to the right, having a radius of 350.00 feet, and through a central angle of 15°38'08", the chord of which bears South 01°51'36" East, a distance of 95.22 feet to a 1/2" rebar found;

4. South 05°58'40" West, a distance of 54.77 feet to a calculated point in the east line of the remainder portion of the said 160.809 acre tract, being also in the west line of Lot 1, Block A, an angle point in the east line of Lot 52, Lakewind Estates Section 3 (Lago Viento)(a private drive of varying width), for the beginning of a non-tangent curve to the right, from which a 1/2" rebar found for the south east corner of the remainder portion of the 160.809 acre tract, being also the southwest corner of Lot 1, Block A, Lakewind Estates Section 1, the southeast corner of Lot 52, Lakewind Estates Section 3, the southeast corner of the existing Drainage easement, and in the north right-of-way line of R.R. 620 (right-of-way width varies), bears South 05°56'40" West, a distance of 2.12 feet;

THENCE leaving the west line of Lot 1, Block A, along the east line of Lot 52, Lakewind Estates Section 3 (Lago Viento) over and across the existing Drainage easement, 28.98 feet along the arc of said non-tangent curve to the right, having a radius of 25.00 feet, and through a central angle of 66°25'34", the chord of which bears North 27°13'52" West, a distance of 27.39 feet to a calculated point in the west line of the existing Drainage easement and the west line of the remainder portion of the 160.809 acre tract;

THENCE along the common line of Lot 52, the remainder portion of the 160.809 acre tract and the existing Drainage easement the following two (2) courses:

1. North 05°58'40" East, a distance of 31.87 feet to a calculated point for the beginning of a curve to the left;

2. 89.50 feet along the arc of said curve to the left, having a radius of 335.00 feet, and through a central angle of 15°18'24", the chord of which bears North 01°43'21" West, a distance of 89.23 feet to a calculated point for the beginning of a reverse curve to the right;

THENCE leaving the east line of Lot 52, over and across the remainder portion of the 160.809 acre tract, along the existing Drainage easement, the following three (3) courses:

1. 14.56 feet along the arc of said reverse curve to the right, having a radius of 20.00 feet, and through a central angle of 41°43'32", the chord of which bears North 11°29'13" East, a distance of 14.25 feet to a point calculated point for the beginning of a reverse curve to the left;

2. 107.48 feet along the arc of said reverse curve to the left, having a radius of 60.00 feet, and through a central angle of 102°38'18", the chord of which bears North

18°58'10" West, a distance of 93.68 feet to a calculated point for the beginning of a reverse curve to the right;

3. 15.81 feet along the arc of said reverse curve to the right, having a radius of 20.00 feet, and through a central angle of 45°17'49", the chord of which bears North 47°38'23" West, a distance of 15.40 feet to a calculated point in the west line of the remainder of the 160.809 acre tract, being also the east line of Lot 52;

THENCE North 24°59'28" West, along the common line of Lot 52, the remainder portion of the 160.809 acre tract and the existing Drainage easement, a distance of 57.89 feet to a 1/2" rebar found for the northwest corner of the remainder portion of the 160.809 acre tract, being also in the east line of Lot 52, the southwest corner of Lot 50 and in the west line of the existing Drainage easement, from which a 1/2" rebar found bears North 24°59'28" West, a distance of 383.89 feet;

THENCE leaving the east line of Lot 52, North 59°09'47" East along the common line of Lot 50 and the remainder portion of the 160.809 acre tract, over and across the existing Drainage easement, a distance of 15.08 feet to the **POINT OF BEGINNING**, containing an area of 0.117 acres of land, more or less.

Surveyed on the ground October 10, 2007. Bearing Basis: Grid azimuth for Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS). Attachments: Drawing 390-008-DEV1.

David Klotz
Registered Professional Land Surveyor
State of Texas No. 5428

LOT 50
BLOCK B
LAKEWIND ESTATES
SECTION 3
(103/86)

LOT 52
LAKEWIND ESTATES
SECTION 3
(103/86)

N59°09'47"E 534.25'
(N61°03'42"E 534.48')

L6

L4

P.O.B.

L1

N24°59'28"W
57.89'
(N23°08'30"W)

0.117 ACRE PORTION OF DRAINAGE EASEMENT (12899/65) TO BE RELEASED

CT

C1

C6

C5

C4

C2

LOT 1
BLOCK A
LAKEWIND ESTATES
SECTION 1
(98/368)

LAGO VIENTO
(A PRIVATE DRIVE)
(RIGHT-OF-WAY WIDTH VARIES)

REMAINDER PORTION
OF THE
160.809 ACRE TRACT
(13398/2352 &)
(2007188620)

LOT 51
BLOCK A,
LAKEWIND ESTATES
SECTION 3
(103/86)

L3

L2

C3

L5

SCALE
1"=50'

LEGEND

- ● 1/2" REBAR FOUND
- ○ 1/2" REBAR WITH CAP SET
- ◎ TxDOT TYPE II DISK FOUND
- ✳ COTTON SPINDLE FOUND
- ○ CALCULATED POINT

261+61.99 BK
65.00' RT

N84°02'42"W 297.75'
(N82°10'25"W 297.73')

N84°01'35"W 209.81'
(N82°10'01"W 210.00')

256+50.00
70.00' RT

R.R. 620 ROAD NORTH
(RIGHT-OF-WAY WIDTH VARIES)

DATE OF SURVEY: OCTOBER 10, 2007
PLOT DATE: NOVEMBER 21, 2007
DRAWING NO.: 390-008-DEV1
PROJECT NO.: 390-008
PAGE 2 OF 2

Chaparral

Last updated 4:24pm 6/6/2008

SKETCH TO ACCOMPANY A DESCRIPTION OF A 0.117 ACRE PORTION OF A DRAINAGE EASEMENT IN THE LEONARD ECK SURVEY NO. 164, ABSTRACT 2433, GRANTED TO THE PUBLIC, DATED FEBRUARY 26, 1997, RECORDED IN VOLUME 12899, PAGE 65, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A REMAINDER PORTION OF A 160.809 ACRE TRACT OF LAND CONVEYED TO TOLL TX, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 22, 1999, RECORDED IN VOLUME 13398, PAGE 2352, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CORRECTED IN DOCUMENT NO. 2007188620, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE			
No.	BEARING	LENGTH	RECORD
L1	S24°59'28"E	61.55'	(S23°08'30"E 61.67')
L2	S05°58'40"W	54.77'	(S07°49'59"W)
L3	N05°58'40"E	31.87'	(N07°49'59"E 31.87')
L4	N59°09'47"E	14.85'	(N61°03'42"E 15.07')
L5	S05°56'40"W	2.12'	(S07°49'59"W 2.12')
L6	N24°59'28"W	383.89'	(N23°08'30"W 383.74')

CURVE TABLE							
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	RECORD
C1	105°36'40"	75.00'	98.83'	138.24'	119.49'	S19°03'21"E	(S17°09'14"E 119.44')
C2	15°38'08"	350.00'	48.05'	95.51'	95.22'	S01°51'36"E	(S00°00'46"W 95.25')
C3	66°25'34"	25.00'	16.37'	28.99'	27.39'	N27°13'52"W	(N25°22'40"W 27.39')
C4	15°18'24"	335.00'	45.02'	89.50'	89.23'	N01°43'21"W	(N07°39'16"W)
C5	41°43'32"	20.00'	7.62'	14.56'	14.25'	N11°29'13"E	(N13°20'49"E 14.23')
C6	102°38'18"	60.00'	74.94'	107.48'	93.68'	N18°58'11"W	(N17°05'20"W 93.62')
C7	45°17'49"	20.00'	8.35'	15.81'	15.40'	N47°38'23"W	(N45°45'06"W 15.38')

DATE OF SURVEY: OCTOBER 10, 2007
PLOT DATE: NOVEMBER 21, 2007
DRAWING NO.: 390-008-DEV1
PROJECT NO.: 390-008

Chaparral

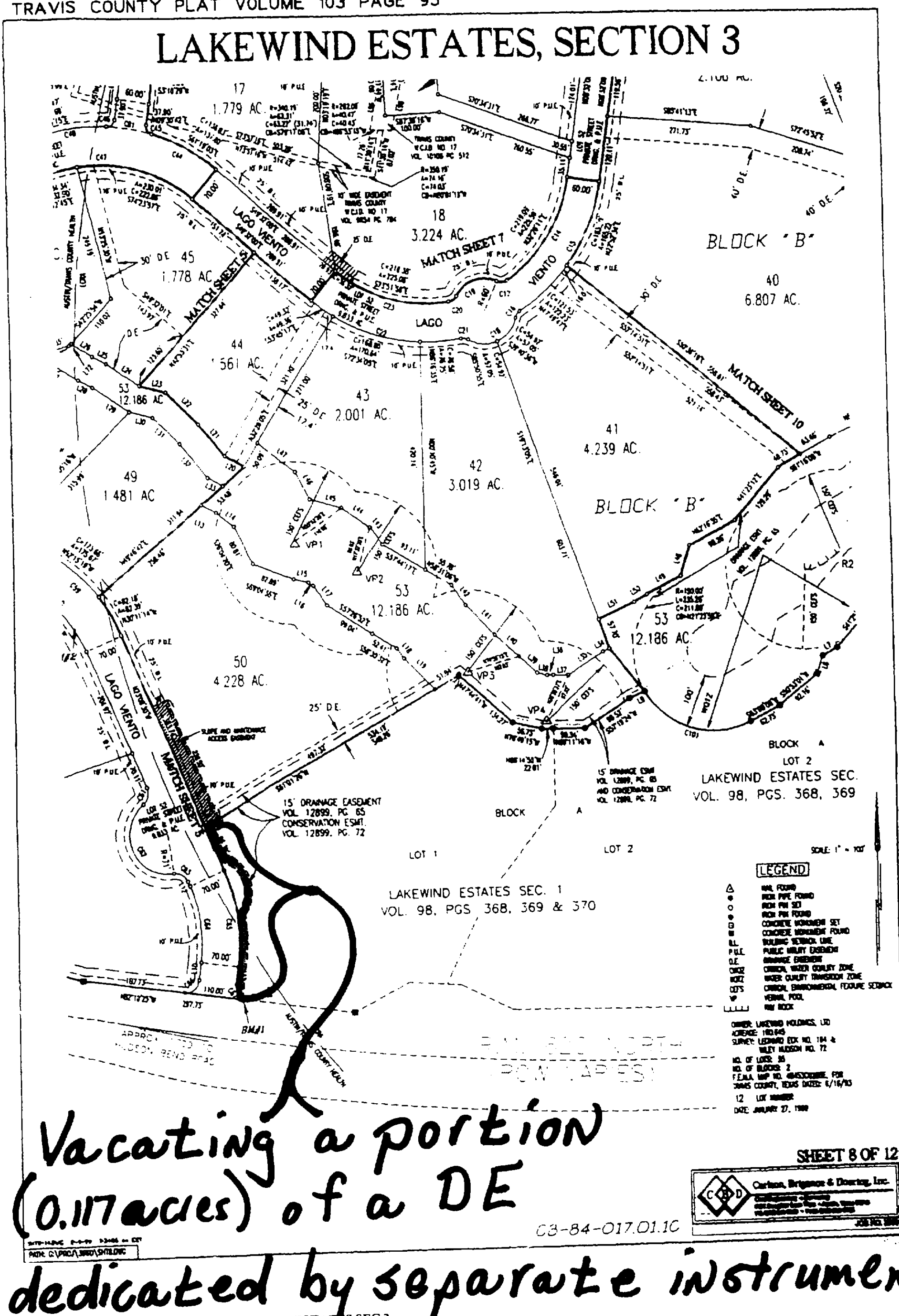
BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 390-008-DEV1

PHOTOGRAPHIC MYLAR

TRAVIS COUNTY PLAT VOLUME 103 PAGE 93

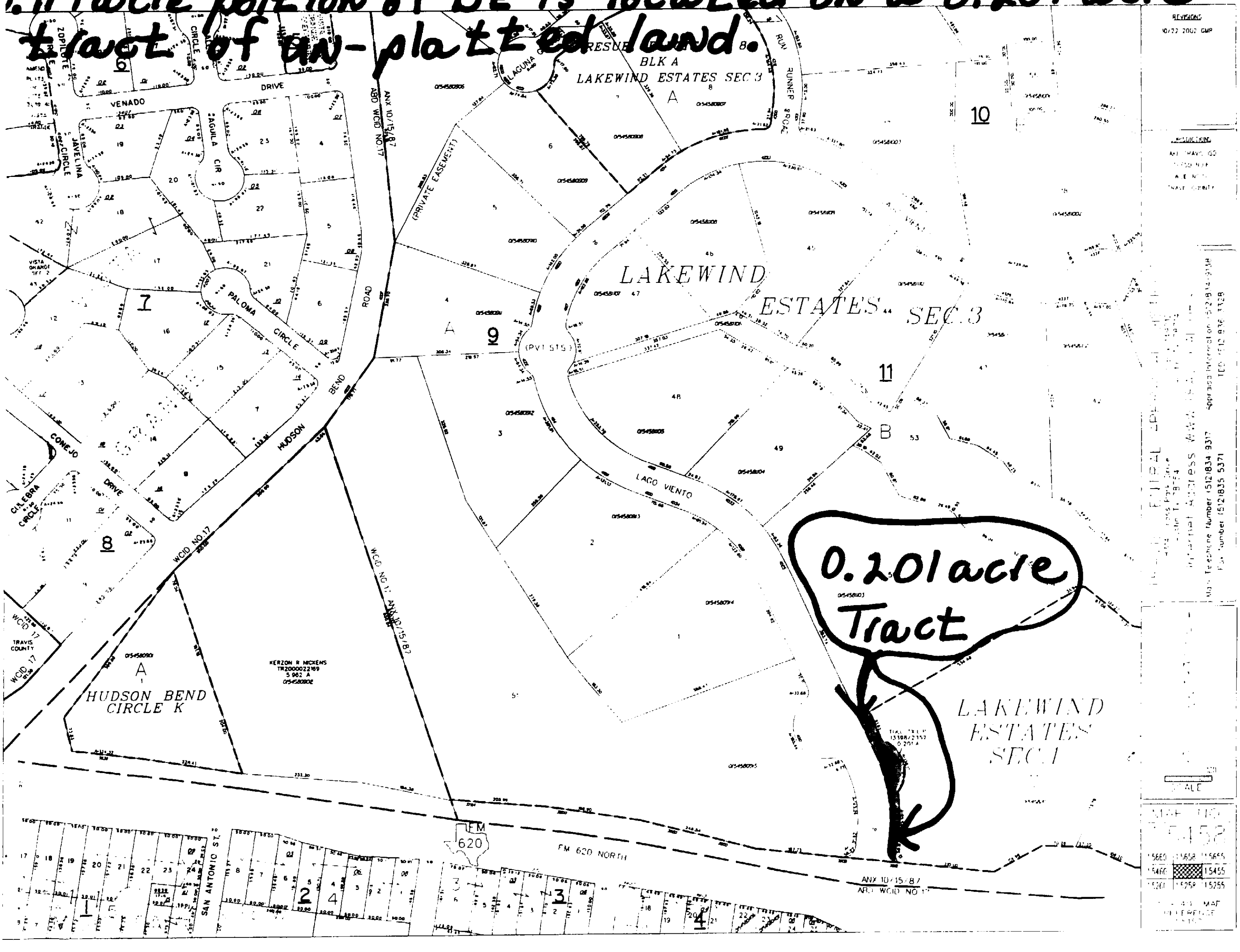
LAKEWIND ESTATES, SECTION 3



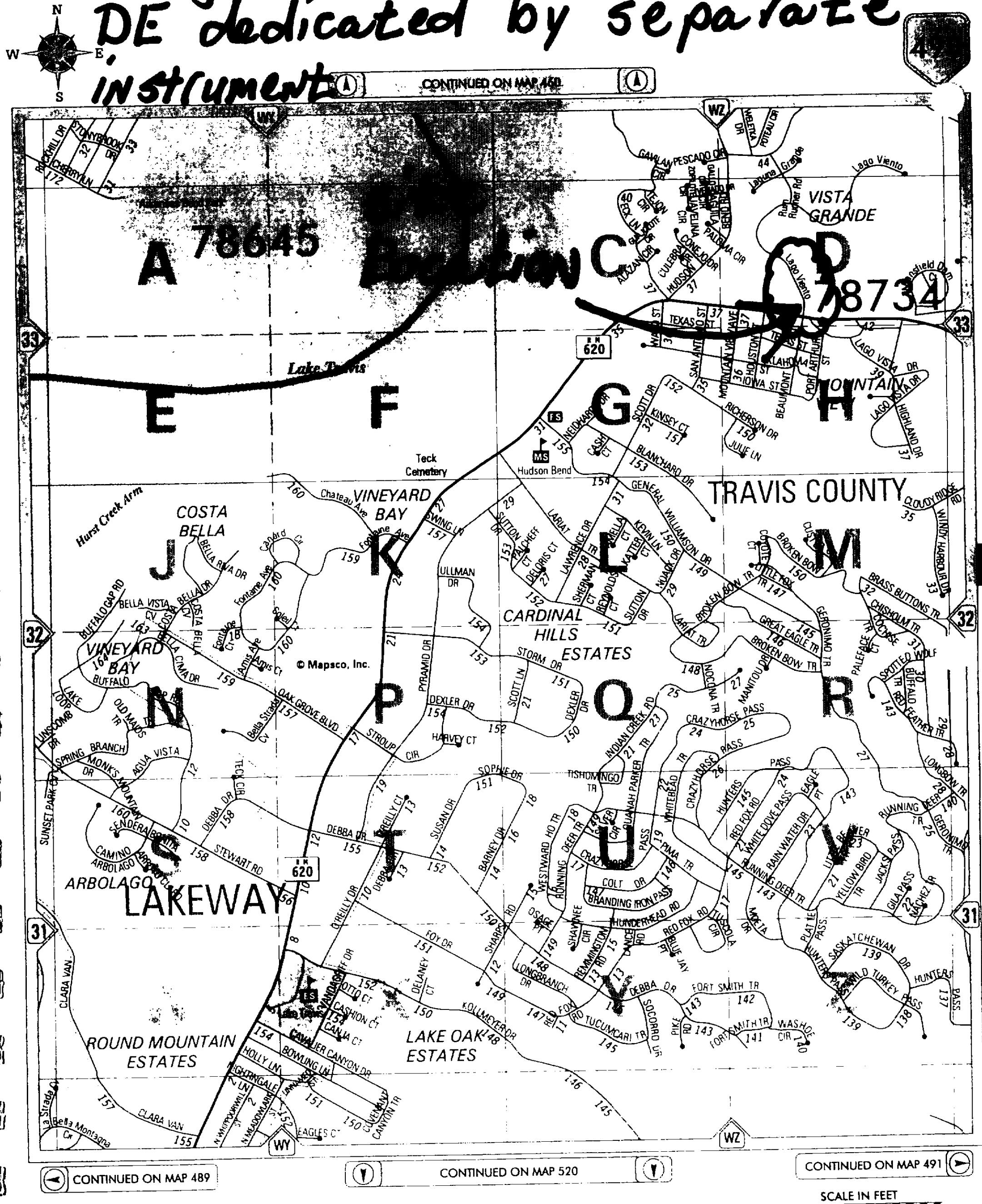
Vacating a portion (0.117 acres) of a DE dedicated by separate instrument

C3-84-017.01.1C

0.117 acre portion of Lt is located on a 0.201 acre tract of un-platted land.



vacating 0.11 acres of a 0.61 acre
DE dedicated by separate
instrument



COPYRIGHT 1993, 2006 by MAPSCO INC - ALL RIGHTS RESERVED

Vacating 0.117 acres of a 8.64 acre drainage easement (separate instrument dedication)

Site Location

Lago Vista
Lakeway
Point Venture
Village of Briarcliff
Village of The Hills
Village of Bee Cave
West Lake Hills
City of Austin
PACE BEND RD
STATE HWY 71
RM 620
RM 620 RD
WEST STATE HWY 71
FM 3238
US HWY 290
STATE HWY 45
FM 1826
MO PAC EXPY (LOOP 1)
CAPITAL OF TEXAS

Precinct 3

Legend

Roadway Type

- *State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Creek
- Water Body
- Park
- Incorporated Area
- County Boundary

Commissioner Precinct

- Precinct 3

*Note: For legibility purposes, not all State Maintained roadways are shown in red

Travis County Location Map

A
B
C
D

Sources: CoA Roads - CoA 11/05
Unincorporated Roads - Travis County
11/05 Proposed Roads - various sources
Creeks - NHD '05 Parks - Travis County '04
CoA Parks - CoA 12/05 Commissioner Precincts - Travis County Voter Registrar 2002

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" with no warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 854-9383

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

Travis County Roadways, Map D

Last updated 4:24pm 6/6/2008

#13 6/10/08

RECEIVED

MAY 23 2008

TNR RECEIVED
COUNTY JUDGE'S OFFICE

08 JUN -6 PM 1:49

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

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Vacation of a Drainage Easement sign was posted on May 22, 2008, on the northeast corner of Lago Viento and FM 620 North at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 22nd DAY OF May, 2008.

SIGNATURE: Jaime García

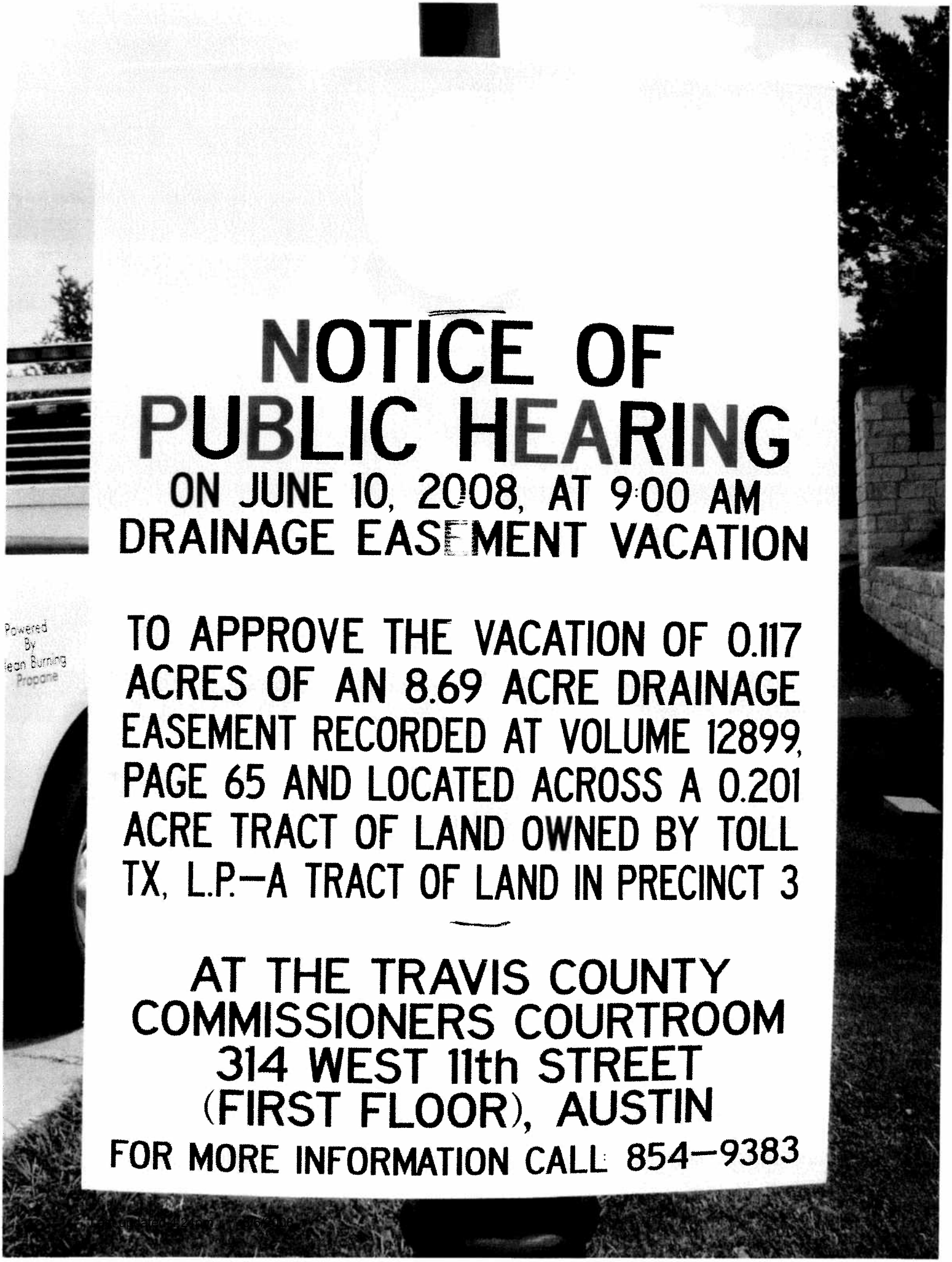
NAME (PRINT): Jaime García

TITLE: Supervisor

cc Garcia (sign shop)

M:\PERMITS\Vacate\08DE\02Lakewind\SignRequest.doc

May 15 2008 09:49am P002/006 Fax:5128544649 TNR



NOTICE OF PUBLIC HEARING

ON JUNE 10, 2008, AT 9:00 AM

DRAINAGE EASEMENT VACATION

TO APPROVE THE VACATION OF 0.117 ACRES OF AN 8.69 ACRE DRAINAGE EASEMENT RECORDED AT VOLUME 12899, PAGE 65 AND LOCATED ACROSS A 0.201 ACRE TRACT OF LAND OWNED BY TOLL TX, L.P.—A TRACT OF LAND IN PRECINCT 3

AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN

FOR MORE INFORMATION CALL: 854-9383

AGENDA REQUEST INFORMATION:

#3

- **Session/Date:** Voting Session: June 10, 2008
- **Requested Action: Consider and Take Appropriate Action on Approving an Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information: Pete Baldwin, Emergency Management Coordinator 974-0472; Brad Beauchamp, Fire Marshal, 854-4642**
- **Summary of Program Objective/Staff Recommendation: Travis County has not received any significant rainfall in the past 30 days. As a result of this lack of moisture, the grasses that benefited from the earlier rains have begun to die and present a significant fire danger. The other mitigating factor is the strong winds which tend to make a fire more difficult to control. The KBDI in Travis County has slowly climbed to near 500 over the past week. The Fire Chiefs have been polled and of the nine departments that responded all agreed there was a need for an outdoor burning ban. Fire reports of more roadside fires are a good indicator of the dryness of the fine fuels. The current drought monitors indicate that Travis County is in a moderate drought category. The long range forecasts do not indicate any significant moisture over the next several weeks which will only make the fire conditions get worse. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**
- **Additional programmatic issues/concerns**:

COUNTY OF TRAVIS §
§
STATE OF TEXAS §

ORDER PROHIBITING
OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

(1) Actions prohibited:
  (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
  (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(2) Enforcement:
  (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
  (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
  (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
  (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to $500.

(3) This order does not apply to outdoor burning activities:
  (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
    (A) firefighter training;
    (B) public utility, natural gas pipeline, or mining operations; or
    (C) planting or harvesting of agriculture crops.

(b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

(c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:

(A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;

(B) Surfaces around welding or hot works area are wetted down;

(C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;

(D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.

(E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;

(F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;

(G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

(H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or “welding box” or “hot works box”, that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;

(I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or “bell hole”, welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on July 9, 2008 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 10TH DAY OF JUNE 2008.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

4

Travis County Commissioners Court Agenda Request

Voting Session June 10, 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:

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 $775,361.12, for the period of May 23, 2008 to May 29, 2008.

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)

08 JUN -3 PM 3:00

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	June 10, 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:	May 23, 2008 to May 29, 2008
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$775,361.12
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 $775,361.12

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

MAY 23, 2008 TO MAY 29, 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.

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -3 PM 3:00

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: June 10, 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: May 23, 2008
TO: May 29, 2008

REIMBURSEMENT REQUESTED: $ 775,361.12

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,935,003.72
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY		
COMMISSIONERS COURT: June 3, 2008	$	(401,771.55)
May 27, 2008	$	(757,871.22)
Adjust to balance per UHC	$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	$	775,361.12
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	775,361.12

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

All claims over $25,000 (2 this week totaling $68,257.79) 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 ($107,043.27) 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 $10,656.77.

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.

Linda Moore Smith, Director — Date 6-2-08

Dan Mansour, Risk Manager — Date 6-2-08

Cindy Purinton, Benefit Contract Administrator — Date 6-2-08

Norman McRee, Financial Analyst — Date 6/2/08

** 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: 2008-05-30

REQUEST AMOUNT: $1,935,003.72

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

ABA NUMBER: 021000021
ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-05-29	$144,888.71
- REQUIRED BALANCE TO BE MAINTAINED:	$1,938,718.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,793,829.29
+ CURRENT DAY NET CHARGE:	$141,174.43
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,935,003.72

ACTIVITY FOR WORK DAY: 2008-05-23

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$307,599.46	$00.00	$307,599.46
TOTAL:	$307,599.46	$00.00	$307,599.46

ACTIVITY FOR WORK DAY: 2008-05-27

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$242,709.57	$00.00	$242,709.57

Last updated 4:24pm 6/6/2008

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_05_29

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	-153.35	NN	1847490	AD	21	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-158.78	NN	1916580	AH	8	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-158.78	NN	1812412	AH	1	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-161.17	NN	1780260	AA	1	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-181.85	NN	1805041	AA	5	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-186.84	NN	1908905	AA	1	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-199.6	NN	1846830	AA	1	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-213.3	13	981581	A	50	5/22/2008	50	5/27/2008	5/29/2008
701254	632	-224.48	NN	1931469	AH	8	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-253.73	NN	1870386	AA	7	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-260	NN	1894126	AA	6	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-268.1	NN	1812156	AH	9	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-297.25	Q2	7916524	AH	7	3/7/2008	50	5/27/2008	5/29/2008
701254	632	-339.56	NN	1896914	AH	6	5/29/2008	200	5/27/2008	5/29/2008
701254	632	-360.8	NN	SSN0000C	AL	0	5/20/2008	600	5/27/2008	5/29/2008
701254	632	-414.95	NN	SSN0000C	AL	0	5/23/2008	600	5/30/2008	5/29/2008
701254	632	-685.65	UR	1618461	AA	7	2/6/2007	50	5/28/2008	5/29/2008
701254	632	-846.72	Q2	13414922	AE	8	3/13/2008	50	5/28/2008	5/29/2008
701254	632	-1339.15	NN	1810674	AA	9	5/29/2008	200	5/27/2008	5/29/2008

775,361.12

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/29/2008

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
	EE		
	526-1145-522.45-28	**75,184.12**	
	RD		
	526-1145-522.45-29	**43.94**	
	RR		
	526-1145-522.45-29	**10,662.10**	
	Total CEPO		$85,890.16
EPO			
	EE		
	526-1145-522.45-20	**244,210.12**	
	RR		
	526-1145-522.45-21	**38,252.78**	
	Total EPO		$282,462.90
PPO			
	EE		
	526-1145-522.45-25	**343,610.59**	
	RR		
	526-1145-522.45-26	**63,397.47**	
	Total PPO		$407,008.06
	Grand Total		$775,361.12

Last updated 4:24pm 6/6/2008

#5

Travis County Commissioners Court Agenda Request

Voting Session 6/10/08 (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

June 10, 2008

ITEM # :

DATE: May 30, 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
Constable 3	12	Court Clerk I	13 / Minimum / $29,501.26	13 / Minimum / $29,501.26
County Atty	140	Law Clerk I	14 / Minimum / $15,778.26	14 / Minimum / $15,778.26
County Atty	143 & 181	Law Clerk I (2 Part-time Slots)	14 / Minimum / $31,556.51	14 / Minimum / $31,556.51
Fac Mgmt	29	Custodian Lead*	7 / $25,000.00	7 / $25,000.00
JP Pct 1	60001	Court Clerk I	13 / Minimum / $29,501.26	13 / Minimum / $29,501.26
Sheriff	81	Licensed Voc Nurse	15 / Midpoint / $42,205.49	15 / Midpoint / $42,205.49
Sheriff	885	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Tax Collector	89	Administrative Asst I	11 / Minimum / $25,773.07	11 / Minimum / $25,773.07
TNR	161	Equipment Operator	10 / Midpoint / $29,499.39	10 / Midpoint / $29,499.39

*** 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 Atty	20002	Office Asst	8 / $10.10	8 / $10.10	02
County Clerk	20019	Elec Clk – Erly Vting Clk	6 / $9.00	6 / $9.00	02
County Clerk	20079	Elec Clk – Erly Vting Clk	6 / $9.00	6 / $9.00	02
County Clerk	20563	Elec Clk – Erly Vting Clk	6 / $9.00	6 / $9.00	02
County Clerk	50054	Office Asst	8 / $10.45	8 / $10.45	05
Fac Mgmt	20029	Groundskeeper	7 / $10.00	7 / $10.00	02
Juvenile Public Defender	20026	Law Clerk I	14 / $15.17	14 / $15.17	02

****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**
TCCES	50066	Office Specialist	10 / $11.58	10 / $11.58	05
TNR	50052	School Crossing Guard I	5 / $10.00	5 / $10.00	05
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).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Salary**	**Dept. (To)**	**Slot – Position Title –Salary**	**Comments**
TNR	Slot 50007 / Park Tech I / PG 6 / $10.00	**TNR**	Slot 50076 / Park Tech II / PG 7 / $11.00	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 50036 / Park Tech I / PG 6 / $10.00	**TNR**	Slot 50042 / Park Tech II / PG 7 / $11.00	Promotion. Pay is between min and midpoint of pay grade.

CAREER LADDERS - POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Sheriff	241	Cadet* / Grd 80	Corrections Officer*/ Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	317	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
*** Actual vs Authorized**						

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
County Attorney	32***	Attorney I* / Grd 21	Attorney II / Grd 22	$53,489.96	$56,164.46	Career Ladder. Pay is between min and midpoint of pay grade.
County Attorney	134**	Attorney I* / Grd 21	Attorney II* / Grd 22	$53,489.96	$56,164.46	Career Ladder. Pay is between min and midpoint of pay grade.
County Attorney	155	Attorney I* / Grd 21	Attorney II* / Grd 22	$50,667.76	$54,223.31	Career Ladder. Pay is at minimum of pay grade.
County Attorney	211**	Attorney I* / Grd 21	Attorney II* / Grd 22	$53,489.96	$56,164.46	Career Ladder. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**		**** Authorized slot is green-circled.**				*****Slot removed from green-circled table.**

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
Civil Courts	Slot 126 / Attorney I* / Grd 21 / $58,063.50	**Civil Courts**	Slot 126 / Attorney II* / Grd 22 / $61,345.60	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 53 / Court Clerk Asst / Grd 11 / $28,870.40	**County Clerk**	Slot 132 / Court Clerk I / Grd 13 / $31,262.40	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 129 / Court Clerk Asst / Grd 11 / $27,338.53	**County Clerk**	Slot 116 / Court Clerk I / Grd 13 / $29,501.26	Promotion. Pay is at minimum of pay grade.
Criminal Justice Planning	Slot 3 / Planner / Mgmt / Res Spec Assoc* / Grd 15 / $37,864.78	**Criminal Justice Planning**	Slot 37 / Planner / Mgmt / Res Spec Assoc* / Grd 15 / $37,864.78	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**
Fac Mgmt	Slot 29 / Custodian* / Grd 5 / $24,025.04	**Fac Mgmt**	Slot 69 / Custodian / Grd 5 / $24,025.04	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 64 / Juvenile Probation Ofcr I* / Grd 13 / $34,827.65	**Juvenile Court**	Slot 64 / Juvenile Probation Ofcr II / Grd 14 / $36,569.03	Correction to Pers Amend 12/18/07. Correcting position, pay grade and pay. HRMD reviewed supporting documents.
Medical Examiner	Slot 1 / Chief Medical Examiner / Grd 98 / $296,010.00	**Medical Examiner**	Slot 1 / Chief Medical Examiner / Grd 98 / $269,100.00	Temporary assignment completed, returned to previous position.
Records Mang & Comm Resrc	Slot 39 / Office Specialist / Grd 10 / $36,138.96	**Records Mang & Comm Resrc**	Slot 39 / Office Specialist / Grd 10 / $29,928.68	Temporary assignment completed, returned to previous position.
Sheriff	Slot 459 / Cadet* / Grd 80 / $33,750.91	**Sheriff**	Slot 558 / Cadet* / Grd 80 / $33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 558 / Cadet* / Grd 80 / $33,750.91	**Sheriff**	Slot 459 / Cadet* / Grd 80 / $33,750.91	Correction to Pers Amend 5/27/08. Correcting slot. HRMD reviewed supporting documents.
Sheriff	Slot 660 / Security Coord / Grd 12 / $29,907.80	**Sheriff**	Slot 1294 / Office Specialist Sr / Grd 12 / $29,907.80	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 1611 / Deputy Sheriff Law Enforcement* / Grd 72 / $45,485.02	**Sheriff**	Slot 1611 / Deputy Sheriff Law Enforcement / Grd 72 / $47,322.91	Correction to Pers Amend 4/22/08. Correcting pay to step 3. HRMD reviewed supporting documents.
*** 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**
TNR	Slot 231 / Road Maint Worker / Grd 8 / $22,919.33	**TNR**	Slot 136 / Equipment Operator / Grd 10 / $26,249.60	Promotion. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**				

AD HOC CLASSIFICATION CHANGES							
		Current			**HRMD Recommends**		
Dept.	**Slot #**	**Auth Position Title / Position #**	**FLSA**	**Pay Grade**	**Position Title / Position #**	**FLSA**	**Pay Grade**
Civil Courts	24	Court Clerk I / 13746	NE	13	Judicial Aide / 15749	NE	15
Civil Courts	26	Court Clerk I / 13746	NE	13	Judicial Aide / 15749	NE	15
ITS	87	Customer Support Analyst II / 20851	E	20	Customer Support Specialist / 23853	E	23
Departments requested in order to meet departmental needs. PBO has confirmed funding.							

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

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

#6

Voting Session: Tuesday, June 10, 2008

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

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH THE REPUBLIC OF TEXAS BIKER RALLY FOR ANNUAL EVENT AT THE EXPOSITION CENTER

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:

_____
_____
_____

III. Required Authorizations: Please check if applicable.

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -6 PM 1:43

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 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY ADMINISTRATIVE OPERATIONS
Alicia Perez, Executive Manager
314 W. 11th St. PO Box 1748 Austin, TX 78767 Tel: (512) 854-4900 Fax: 854-9542

AGENDA MEMORANDUM

TO: COMMISSIONERS COURT

FROM: ALICIA PEREZ, EXECUTIVE MANAGER
TRAVIS COUNTY ADMINISTRATIVE OPERATIONS

DATE: FRIDAY, JUNE 6, 2008

RE: LICENSE AGREEMENT WITH ROT RALLY AT EXPOSITION CENTER

Proposed Motion: Consider and take appropriate action on license agreement with the Republic of Texas Biker Rally for annual event at the Exposition Center.

A. One-year agreement
B. Five-year agreement

Summary and Staff Recommendation: The annual ROT Biker Rally is the single most significant revenue generator at the Exposition Center. We have been in the process of negotiating a five-year contract with the ROT Rally and have agreed to most terms, but as of Friday afternoon we had not received a

signed contract from the ROT Rally. So in the event that the attorneys do not have the five-year contract ready, we would ask the Court to approve a one-year license agreement that is identical to the one approved last year, except for the event dates (the dates of 2008 Rally will be June 12-14).

The proposed 2008 agreement repeats the following provisions from previous agreements:

- The County reserves all concessions and concessions rights
- The Rally, at its sole cost and expense, is responsible for liability insurance, security (including traffic control), janitorial services, dumpsters, portable toilets, taxes and fees
- ROT vendors will have the right to sell non-food, non-beverage items

Fiscal Impact: The rent for the entire Exposition Center is negotiated to $24,000 for the 2008 event. This is the same amount as last year.

In addition, the ROT Rally has invested $12,000 to install a wireless internet hub at the Exposition Center Show Barn at no charge to Travis County. This equipment will remain for use during future events at the Exposition Center.

Based on experience with the three most recent ROT Rallies, it is reasonable to expect that concessions revenue will add at least $120,000 to the rent revenue. Actual concessions revenue for 2007 was $134,730.65.

Required Authorizations: County Attorney (Tenley Aldredge)

Exhibit 1: Draft license agreement

cc: Roger A. El Khoury, P.E., FMD Director
Michael Norton, Exposition Center Director
Steven Broberg, RMCR Director
Blain Keith, County Auditor's Office
Jessica Rio, PBO
Dan Mansour, Risk Mansour

TRAVIS COUNTY EXPOSITION CENTER
LICENSE AGREEMENT

This License Agreement (this "Agreement"), made this **21st** day of **May, 2008** between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and **REBUBLIC OF TEXAS BIKER RALLY, INC.** whose address is **c/o Jerry Bragg, 2516 Saratoga, Austin, TX 78733 and Contact Number is: 512.608.8663** ("LICENSEE"), includes the following terms:

1. Representatives of Parties. LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates **Jerry Bragg**, who is LICENSEE's **Director**, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. Licensed Space. Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate(s) 1, 2 and 3 and no other Gates(s).

3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. Purpose. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

Republic Of Texas Biker Rally
Main Arena, Banquet Hall, Skyline Club and Show Barn on June 12 & June 13, & June 14, 2008
All Grounds June 11, June 12, June 13, & June 14, 2008

5. License Date and Time. LICENSEE shall have access to the use of the Licensed Space as follows: (1) **Main Arena** from **10:00 (a.m.)** until **6:00 (p.m.)**, (2) **Banquet Hall** from **9:00 (a.m.)** until **6:00 (p.m.)**, (3) **Skyline Club** from **12:00 (p.m.)** until **8:00 (p.m.)** and (4) **Show Barn** from **8:00 (a.m.)** until **10:00 (p.m.)** on **Thursday, Friday and Saturday, June 12 , June 13 & June, 14, 2008** and **All Grounds Tuesday, Wednesday, Thursday, Friday and Saturday, June 10, June 11, June 12 & June 13, & June 14, 2007.** LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. Fee Terms.

6.1 Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial

fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than ten (10) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall notify LICENSEE of any damages sustained within five (5) days of Event conclusion and shall allow LICENSEE thirty (30) days in which to perform any repairs/replacement work. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSOR within ten (10) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who

violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves all food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE and the Director intend to walk the Center premises on Friday, May 25, 2007, in order to ascertain the conditions of the grounds and facilities prior to Event commencement. Unless otherwise provided in Exhibit "D", LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. [INTENTIONALLY DELETED.]

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County

Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: **REBUBLIC OF TEXAS BIKER RALLY, INC.**

By: **Jerry Bragg**

Title: **Director**

Signature: _____

Date: _____

LICENSOR: TRAVIS COUNTY

By: **Michael Norton**

Title: **Expo Center Director**

Signature: _____

Date: _____

Exhibit "A"

Travis County Exposition Center - Event Costing Schedule					
Customer:	*Jerry Bragg*			**Date(s) of Event:**	
Event:	*Rupublic of Texas Biker Rally*			*June 12, 13, 14, 2008*	
Item	**Details**	**Unit**	**Qty**	**Rate**	**Amount**
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day	**3**	$ 3,000.00	$ 9,000.00
	Luedecke Arena for Each Additional Hour	Hour		$ 100.00	$ -
	Luedecke Arena - Dressing Room	Day		$ 100.00	$ -
	Skyline Club - Rental Period is Eight Hours	Day	**3**	$ 950.00	$ 2,850.00
	Skyline Club for Each Additional Hour	Hour		$ 100.00	$ -
	Banquet Hall - Rental Period is Eight Hours	Day	**3**	$ 1,800.00	$ 5,400.00
	Banquet Hall for Each Additional Hour	Hour	**3**	$ 100.00	$ 2,700.00
	Show Barn – Rental Period is 12 Hours	Day		$ 900.00	$ -
	Show Barn for Each Additional Hour	Hour		$ 50.00	$ -
	Outside Show Barn Equestrian Horse Arena	Day		$ 200.00	$ -
	All Grounds - Non-Concert Event	Day	**5**	$ 1,000.00	$ 5,000.00
	Portion of the Grounds- Non-Concert Event	Day		$ 500.00	$ -
	All or portion of the Grounds - Concert Event	Day		$ 2,000.00	$ -
	Other	Day	**22.3%**	$ (24,950.00)	$ (5,450.00)
	Total Facility Rental Fees				$ 19,500.00
Equipment Rental Fees	Tables	Each		$ 3.00	$ -
	Chairs	Each		$ 0.50	$ -
	Portable Bleachers	Each		$ 20.00	$ -
	Stalls	Each		$ 15.00	$ -
	Pens	Each		$ 2.00	$ -
	Cattle Ties	Each		$ 2.00	$ -
	50 stalls free if total stalls >100	Each		$ 15.00	$ -
	Other	Each		$ -	$ -
	Total Equipment Rental Fees				$ -
Custodial Fees	Luedecke Arena	Day		$ 600.00	$ -
	Skyline Club	Day		$ 200.00	$ -
	Luedecke Arena Including Skyline	Day		$ 775.00	$ -
	Luedecke Arena Dressing Rooms	Day		$ 75.00	$ -
	Banquet Hall	Day		$ 200.00	$ -
	Grounds	Day		$ 260.00	$ -
	Show Barn - One-Day Horse Show Event	Day		$ 200.00	$ -
	Show Barn - Two-Day Horse Show Event	2-Day		$ 250.00	$ -
	Show Barn - Three-Day Horse Show Event	3-Day		$ 300.00	$ -
	Show Barn - All Events Except Horse Shows	Day		$ 200.00	$ -
	Custodial Services During Event per Custodian	Hour		$ 25.00	$ -
	Stall cleaning	Each		$ 5.00	$ -
	Total Custodial Fees				$ -
Other Fees	HVAC - Luedecke Arena Minimum 8 Hours	Hour		$ 125.00	$ 4,500.00
	Forklift - with Driver	Hour		$ 35.00	$ -
	Moving and Placing Dirt	Hour		$ 200.00	$ -
	RV Parking with Hook-Ups	Each		$ 35.00	$ -
	RV Parking without Hook-Ups	Each		$ 20.00	$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		$ 20.00	$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		$ 25.00	$ -
	Water Connection	Each		$ 30.00	$ -
	Other	Each		$ -	$ -
	Total Other Fees				$ 4,500.00
ORIGINAL CONTRACT SUM					**$ 24,000.00**
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		**20%**	$ 4,800.00
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		**80%**	$ 19,200.00
DAMAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3		**20%**	$ 3,900.00
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			

1 = Due at the Time the License Agreement is Signed by Licensee
2 = Due 30 Days Prior to Commencement of Event
3 = Due One Day Prior to Commencement of Event
4 = Due upon Event Conclusion

Exhibit "B"

Exhibit "B"

RATE SCHEDULE

A	**Luedecke Arena**
	Facility Rental Fees:
1	$3,000 per day – Rental Period is 16 hours
2	$100 per each additional hour
3	Dressing Room is $100 per day
4	Damages Deposit is $600 per Event
	Facility Equipment/Services Charges:
5	HVAC: $125 per hour (Event Duration Plus 2 hours)
	Custodial Fees:
6	Luedecke Arena Custodial Fee is $600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is $775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is$75 per day
B	**Skyline Club (350 Maximum Occupancy)**
	Facility Rental Fees:
1	$950 per day – Rental Period is 8 hours
2	$100 for each additional hour
3	Damages Deposit is $190 per Event
	Facility Equipment/Services Charges:
4	Chairs and Tables included in base price
	Custodial Fees:
5	Skyline Club Custodial Fee is $200 per day
C	**Banquet Hall (1,000 Maximum Occupancy)**
	Facility Rental Fees:
1	$1,800 per day – Rental Period is 8 hours
2	$100 for each additional hour
3	Damages Deposit is $360
	Facility Equipment/Services Charges:
4	Table is $3 per each, per day
5	Chair is $0.50 per each, per day
	Custodial Fees:
6	Banquet Hall Custodial Fee is $200 per day
D	**Show Barn**
	Facility Rental Fees:
1	$900 per day – Rental Period is 12 hours
2	$50 for each additional hour
3	Damages Deposit is $180
	Facility Equipment/Services Charges:
4	Stall is $15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

5	Pen is $2.00 per head per day
6	Cattle tie is $2.00 per head per day
	Custodial Fees:
7	One-Day Horse Show Event = $200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = $250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = $300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = $200 per day
11	Stall Cleaning = $5.00 per each
	Outside Show Barn Facility Rental Fees:
12	Equestrian Show Barn Arena Fee is $200 per day (includes indoor warm-up arenas)
E	**Grounds**
	Facility Rental Fees:
1	All Grounds, Non-Concert Event is $1,000 per day
2	Portion of the Grounds, Non-Concert Event is $500 per day
3	All or Portion of the Grounds, Concert Event is $2,000 per day
	Facility Equipment/Services Charges:
4	Parking Surcharge: one-third of parking charges collected by Licensee
	Custodial Fees:
5	Grounds Custodial Fee is $260 per day
F	**Additional Equipment and Services Charges**
1	Table is $3 per each, per day
2	Chair is $0.50 per each, per day
3	Portable bleacher is $20 per each, per day
4	Forklift is $35 per hour with driver (one-hour minimum)
5	Moving and Placing Dirt work is $200 per hour
6	RV parking without hook-ups: $20 per night
7	RV parking with hook-ups: $35 per night
8	Electrical Hook-Ups is $20 for110-V duplex outlet per each connection (one-time charge)
9	Electrical Hook-Ups is $25 for 220-V duplex outlet per each connection (one-time charge)
10	Water connection is $30 per each connection (one-time charge)
11	Custodial Services during any events is $25 per hour per person
G	**Special Consideration**
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

Exhibit "C"

INSURANCE COVERAGE REQUIREMENTS

11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**

5. Independent Licensees Contingent Liability

6. Personal Injury Liability including claims related to employment

7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

8. Liquor Liability Endorsement

9. Amusement Ride Endorsement

11.1.2 The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 Licensor shall be named as an additional insured on the policies.

11.2 LICENSES REQUIRING INSURANCE

11.2.1 Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of $250,000 per occurrence with $500,000 aggregate limits. (**Required only if Licensee retains employees**).

2. Commercial General Liability Insurance

Minimum Limits:

Leased Facility	**Type Of Insurance**	**Per Occurrence**	
Banquet Hall	Commercial General/Public Liability	$1,000,000	
Skyline Club	Commercial General/Public Liability	1,000,000	
Arena and Skyline Club	Commercial General/Public Liability	1,000,000	
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	1,000,000	
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	1,000,000	
Outside Events	General Liability Insurance (see below)	1,000,000	

Outside Events (Amusement Rides)	General Liability Insurance (see below)	10,000,000	

***** Proof of Auto Liability must be presented at time of licensed Event**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

Exhibit "D"

Special Terms and Conditions

1. CONCESSIONS; FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering
Phone: 512-929-8305
Fax: 512-929-8307
Website: www.gmcatering.com
Email:
dawn@gmcatering.com OR
brooke@gmcatering.com

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

2. SECURITY

Licensee shall hire security personnel in accordance with the provisions set forth below. To schedule security, please contact:

Harry Pickering or Bryan Whoolery
Cell: (512) 825-3821
Fax: (512) 854-4874

(1) At Licensee's sole cost and expense, Licensee shall hire security personnel to direct and coordinate traffic for the neighborhoods bordering Decker Lane and immediately across from the center as well as for event sponsors, organizers, participants and attendees. Any open gates will be staffed by Travis County Sheriff' s officers beginning at 6:00 a.m. on the first day of event and will remain in place 24 hours a day for the duration of the event. The number, schedule , and assigned location of security officers; the content and location of signage; and Licensee's traffic control plan must be approved by the director, or other authorized county representative, prior to commencement of the event. Licensee understands and agrees that Travis County Sheriff's Officers will be the preferred supplier of all security personnel.

(2) In directing and coordinating traffic, security personnel shall give the right-of-way to neighborhood residents at all intersections. Licensee agrees to cooperate with the Travis county sheriff's office, and its personnel hired pursuant to this agreement, in determining the manner in which signage, cones, barricades and other appropriate security devices and measures, may be utilized in the parties'

continuing efforts to develop and improve a safe, efficient, and logistically sound traffic control plan that allows for open lanes for through traffic and traffic entry into and exit from the adjacent neighborhoods.

(3) Licensee agrees to encourage all event participants and attendees to minimize travel on Decker lane during the event as well as during event set-up and teardown.

(4) Licensee acknowledges and agrees that Travis County shall post "no through traffic" signs at the intersection of Decker Lane and all surrounding neighborhood streets.

(5) Licensor grants to Licensee the right to use all gates on the Center property and agrees that Licensor will not impose any restrictions on access to, egress from or use of the adjoining parkland, unless the requirements of public health, safety, or welfare mandate, or unless otherwise required by law.

3. CONDITIONS AND SPECIAL PROVISIONS

a. At Licensee's sole cost and expense, Licensee shall employ a custodial services contractor to provide complete custodial services during and after Event for entire cleaning of all facilities and grounds. Such janitorial services shall be performed to the satisfaction of the Director. If the Director is not satisfied with the condition of the Center premises, or any portion thereof, following inspection of the custodial services performed by Licensee's contractor, the Director may elect to perform any and all custodial services that it deems necessary and/or appropriate. The Director shall invoice Licensee, and Licensee shall timely (within thirty (30) days of receipt of invoice) pay, all costs associated with such custodial services performed by Licensor, or Licensor's contractor, within thirty (30) days of conclusion of the Event.

b. Licensee shall provide the Director a list setting forth Licensee's specific requests regarding the preparation of all grounds and facilities no later than May 10, 2007. The Director will make every reasonable effort to address and accommodate Licensee's requests, but shall have ultimate discretion as to which requests, if any, to accommodate.

c. Licensee to pay for forklift driver (as needed) at Expo Center labor cost rate (currently $17.50 plus 20% benefit factor) totaling $21.00 per hour.

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

#7

Voting Session: June 10, 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 REGARDING License ~~LEASE~~ ISSUES ASSOCIATED WITH PROPERTY AT 1310 F.M. 1626.

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:

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
John Hille, Assistant County Attorney (49415)

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)
__X__ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -6 PM 1:32

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: June 6, 2008

SUBJECT: Novation of License Agreement
Community Center – 1310 F.M. 1626

Proposed Motion:

Consider and take appropriate action regarding lease issues associated with property at 1310 F.M. 1626.

Summary and Staff Recommendation:

Facilities Management Department recommends approval of a novation of license agreement for the operation of a Community Center at 1310 F.M. 1626. This novation will change the agreement previously approved by Travis County on January 10, 2006 with Clarence Vogel d/b/a Vogel Enterprises (the "Licensee"). The County and Vogel Enterprises have reached a settlement about who is to bear the costs of certain improvements and that settlement included an early termination of the previous license agreement. County desires that the land and certain of the facilities continue to be used as a community Center and County desires to contract with an outside entity to operate the Community Center. Vogel Enterprises has agreed to operate the Community Center and pay the County $500.00 per month plus $155.00 per month to cover the cost for required sampling and testing of the well water on the site.

Budgetary and Fiscal Impact:

Reduction in monthly revenue of $500 from previous agreement.

Background:

Mr. Vogel is current up to month of June 2008 in payments. The term of this new agreement is June 15, 2008 and will terminate on June 15, 2009. License will automatically renew on June 15, 2009 and June 15, 2010 for an additional one year term, unless either of the parties choose to terminate at least one month prior to scheduled expiration date.

Required Authorizations:

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

Attachments:
1. Novation of License Agreement

NOVATION OF LICENSE AGREEMENT
FOR OPERATION OF COMMUNITY CENTER

This License Agreement (this "Agreement") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "County"), and Clarence Vogel d/b/a Vogel Enterprises (the "Licensee").

WHEREAS, the County and Vogel Enterprises have reached a settlement about who is to bear the costs of certain improvements and that settlement included an early termination of the License Agreement For the Operation of Community Center last executed and dated by Travis County on January 10, 2006 and a novation of that agreement which related to 3.69 acres of land more particularly described in the deed from John W. Porter, Jr. to Travis County filed at Volume 5388, Page 1557, Travis County Real Property Records ("the Land") and located at 1310 F.M. 1626, and

WHEREAS, the County desires that the Land and certain of the facilities thereon continue to be used as a community center ("the Community Center"); and

WHEREAS, in lieu of hiring County staff to operate the Community Center, the County desires to contract with an outside entity to operate the Community Center, including performing maintenance and repair, paying for utilities, and assuming other responsibilities that would otherwise fall to the County; and

WHEREAS, as the sole consideration for operation of the Community Center, the County is willing to grant the outside entity a concession authorizing the operation of certain business enterprises in conjunction with the Community Center; and

WHEREAS, before termination of License Agreement For the Operation of Community Center and a predecessor sublease under a Lease between Travis County and the Manchaca Volunter Fire Department, Licensee invested substantial sums in and operated a restaurant at this location, and the County finds that contracting with Licensee for operation of the Community Center will provide for an uninterrupted transition and availability of the Community Center to the public;

NOW, THEREFORE, the County and the Licensee agree as follows:

1.0 GRANT AND SCOPE OF LICENSE.

1.1. Subject to the terms and conditions of this Agreement, the County grants a license for the Licensee to enter and use the facilities existing as of the date of this Agreement ("the Facilities") located on the Land solely for the purpose of operating the Community Center and, in conjunction therewith, a restaurant.

1.2. Licensee may not use any of the Land or the Facilities for any other purpose without the prior, express written consent of the County.

2.0 TERM OF LICENSE.

2.1. The term of this Agreement shall be effective June 15, 2008, and terminate on June 15, 2009 (the "License Term").

2.2. After expiration of the License Term, the License shall automatically renew on June 15, 2009 and June 15, 2010 for an additional one (1) year term ("the Extension Period"), unless either of the Parties provide written notice of its election to terminate this Agreement at least one (1) month prior to the scheduled expiration date of the then-current Extension Period.

3.0 PAYMENT.

In consideration of the County's grant of a license to use the Land, during the License Term and Extension Periods the Licensee shall pay to the County the sum of $500.00 per month, due no later than the fifth day of each calendar month.

4.0 LICENSEE'S'S OBLIGATIONS

4.1. The Licensee shall operate the Community Center and the restaurant in a good, workmanlike, clean, and orderly manner. The Licensee warrants that (i) it is knowledgeable in the work it will perform, (ii) its employees and agents have been trained to follow all applicable laws, rules and regulations, and (iii) it will operate the Community Center and the restaurant in accordance with sound business and environmental practices.

4.2 The general public shall be allowed to use the Pavilion Area and Upstairs Meeting Room with a reasonable cleaning, utility, and security fee and deposit, including incidental use of Parking Areas and Restrooms, for community and civic meetings and events. The Licensee shall take reservations for the use of each area on a first come, first served basis.

4.3. Licensee shall pay or cause to be paid the cost of any and all supplies, materials, equipment, or services used in the operation of the Community Center or restaurant.

4.4. Licensee shall pay or cause to be paid when due any and all utility charges for the Community Center and restaurant, including the cost of electricity, telephone, cable television, gas, heating, air conditioning, ventilation, water, and wastewater. The License shall reimburse the County the County's actual cost of weekly well production records, chlorine residual tests, bacteriological analyses results, annual pressure tank inspections, and all other actual costs that the County incurs to comply with regulatory requirements related to the water supply well on the Land. These costs are currently $155 a month.

4.5. The Licensee shall pay or cause to be paid when due any and all taxes, charges, levies and assessments and all other lawful claims required to be paid by the Licensee or levied against the Community Center or restaurant.

4.6 The Licensee shall maintain and keep in good, order, condition and repair the roof, foundation, walls, floor, plumbing (including onsite sewage system), electrical system, and all other structural components of buildings, all fixtures, sidewalks, driveways, parking areas, fences, signs, and all other interior and exterior areas licensed to Licensee ("the Improvements") and all furniture and equipment on the Land. The Licensee shall not make any repairs or modifications to the Improvements costing over One Thousand Dollars ($1,000.00) without the County's prior express written consent. Licensee shall be responsible for any damage to the Improvements from any source or caused by any person. In case of damage to the Improvements, the Licensee shall promptly cause the damage to be repaired and the Improvements restored to substantially the same condition as before the damage occurred.

4.7. Notwithstanding 4.6 above, if the roof, foundation, walls, floor, plumbing (including onsite sewage system), electrical system, or other major structural component must be replaced and substantially all of the replacement cost is not covered by insurance, the Licensee shall not be required to replace the major structural component.

4.8. The Licensee shall obtain and maintain in place property insurance in the amount of the cost to replace any and all of the buildings, improvements, and fixtures within the area licensed to Licensee. The Licensee shall use any and all property insurance proceeds received by Licensee solely to rebuild, replace, and repair the buildings, improvements, and fixtures to return them to substantially the same condition as before the damage occurred.

4.9. The Licensee shall obtain and maintain in place commercial general liability insurance in the amount of Three Hundred Thousand Dollars ($300,000.00) per occurrence and in the aggregate for property damage and bodily injury to insure against any and all negligence, liability, loss, costs, claims, including attorney's fees, or expense of whatever type or nature arising out of any and all occurrences or acts of commissions or omission of the Licensee, its agents, servants, employees, consultants, or invitees arising from the Licensee's activities under this Agreement.

4.10. The insurance policies required by 4.8 and 4.9 above ("the Policies") shall (i) be written by a company acceptable to the County and licensed to do business in Texas, (ii) specifically designate the County as an additional insured, and (iii) provide that the company shall not cancel, reduce, restrict or otherwise limit coverage until thirty (30) days after the County has received written notice of same as evidenced by a return receipt of registered or certified mail. The Licensee shall not cause or allow the required insurance under the Policies to lapse or to be canceled, and shall be responsible for paying any and all deductibles stated in the Policies. A true copy of each Policy shall be delivered to the County prior to or immediately upon execution of this Agreement. Each year thereafter on the anniversary of the effective date of this Agreement, either ACORD Form 27 or such other evidence as may be satisfactory to the County that the required coverage under the

Policies is in effect shall be delivered to the County. The County and the Licensee hereby waive any and all rights of subrogation against the other for any loss or damage covered by the Policies to the extent insurance proceeds are actually received by the insured party, it being intended that no insurer shall hold any right of subrogation against such other party.

4.11. The Licensee shall comply with all applicable statutes, regulations and orders of all Government Authorities. The term "Government Authority" shall mean any court, agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of any governmental or quasi-governmental unit, whether federal, state, parish, county, district, municipality, whether now or hereafter in existence. Without limiting the foregoing, the Licensee shall obtain and maintain in effect all Government Approvals as and when required for the operation and maintenance of the restaurant. The Licensee shall promptly notify the County if any such Government Approval cannot be obtained or if any previously obtained Government Approval is terminated, revoked, suspended or violated. The term "Government Approvals" shall mean an authorization, consent, approval, license, ruling, permit, tariff, rate, certificate, exemption, clearance, filing or registration by or with any Government Authority, relating to the operation, ownership or maintenance of the restaurant.

4.12. The Licensee shall at all times cause a complete set of any and all of Licensee's engineering designs, plans and specifications relating to the Facilities, fixtures, and equipment, and any and all Government Approvals to be maintained and available for inspection by the County or their designated representatives upon reasonable notice to the Licensee. The Licensee shall provide keys to the main entrance of the building to the County and permit the County or its designated representatives at any time to enter and inspect the Main Station Truck Bay, furniture, fixtures, and equipment.

5.0. RESERVATION OF USE; TERMINATION

5.1. This license does not extend to and Licensee may not enter or use the part of the Land known as the Main Station Truck Bay Area, which is delineated on Exhibit A, which is attached hereto and incorporated herein. The Licensee may not interfere with vehicular or pedestrian access to and from any part of the Land by any person or entity to which the County has granted a license to that part of the Land, including but not limited to access to the Main Station Truck Bay Area via the paved driveway extending to and from F.M 1626, or any other route designated by the County.

5.2 The license granted herein is not exclusive and the Licensor reserves possession of and the right to use any of the Land or Facilities licensed to the License for any public purpose, provided that if any such use interferes with operation of the restaurant Licensor shall provide one hundred twenty (120) days prior written notice to the Licensee and shall minimize such interference to the maximum extent practicable.

5.3. The County may revoke the license granted herein to the Licensee and this Agreement shall automatically and immediately terminate if (i) the Licensee breaches this Agreement and it has

failed to remedy the breach after notice and opportunity to remedy and cure as provided in 5.2 below; (ii) the Licensee becomes insolvent, is placed in receivership or bankruptcy or ceases to carry on in the ordinary course of business; (iii) a resolution or order is passed for the winding up or liquidation of the Licensee; or (iv) the Licensee abandons the use of all or any part of the area licensed to Licensee.

5.4. If the Licensee fails for any reason to comply with this Agreement, the County shall give the Licensee written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The Licensee shall have ten (10) days from the date of receipt of such notice to provide assurances satisfactory to the County that the Licensee will take action to remedy and cure the failure complained of. If the Licensee does not so respond, or if the Licensee so responds but thereafter fails to satisfactorily remedy and cure the same within thirty (30) days of the notice, the County may terminate this Agreement.

5.5. Notwithstanding the foregoing, after providing at least one hundred twenty (120) days prior written notice to the Licensee, the County may terminate the license granted by this Agreement if the Licensee's use of the Land or a portion of thereof interferes with an intended use by the County that the County finds to be of paramount public importance. In addition, the license granted herein is personal to Clarence Vogel and this Agreement shall automatically terminate six (6) months after the retirement, incapacitation, or death of Clarence Vogel.

5.6. Upon either expiration or termination of the license granted by this Agreement, the Licensee shall immediately remove the Licensee's furniture, equipment, and stock, leaving in place the Improvements and leaving the Facilities in broom-clean condition.

6.0. WARRANTIES

The County disclaims any and all express or implied representations and warranties concerning the physical condition or suitability for any purpose of Land and the Improvements.

7.0 INDEMNIFICATION AND CLAIMS NOTIFICATION.

7.1 THE LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY THE LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE COUNTY'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE COUNTY AND ANY OTHER THIRD PARTY. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH THE LICENSEE AND

THE COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LICENSEE TO INDEMNIFY AND PROTECT THE COUNTY FROM THE CONSEQUENCES OF THE COUNTY'S OWN NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGES.

7.2 If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the Licensee, or County, the Licensee shall give written notice to County of the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 12 of this Agreement. Except as otherwise directed, the Licensee shall furnish to County copies of all pertinent papers received by the Licensee with respect to these claims or actions.

8.0 NON-ASSIGNMENT OF RIGHTS.

This license is personal to the Licensee and Licensee shall not, nor shall any assignment by operation of law be effective to, assign or transfer any interest in either this Agreement or any portion of the area licensed to Licensee without the prior written consent of the County. The Licensee acknowledges that the County owns all buildings, structures, permanent improvements, and fixtures on the Land, and Licensee shall not have any right to remove, mortgage, pledge, assign, or otherwise convey any interest in any such buildings, structures, permanent improvements, and fixtures.

9.0 VENUE AND CHOICE OF LAW.

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

10.0 ENTIRETY OF AGREEMENT.

This Agreement represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only written instrument signed by both the County and the Licensee.

11.0 AMENDMENTS AND WAIVER.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY. No waiver by any party of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12.0 NOTICE.

Any notices or other communications required or permitted to be given under this Agreement by either party shall be in writing and deemed to be given when sent if delivered by hand, mailed by first class mail, certified with postage prepaid and return receipt requested. Notices shall be made or addressed as follows:

If to the County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

with copy to: Honorable David Excamilla (or successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 132.5

If to the Licensee: Clarence and Betty Vogel
P.O. Box 597
Manchaca, Texas 78652

13.0 SEVERABILITY.

If any of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.0 HEADINGS.

Any heading in this Agreement shall be deemed to be for convenience of reference only and shall not limit, amend or modify substantive text.

15.0 MEDIATION.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latter of the dates set forth below.

TRAVIS COUNTY

_____
Samuel T. Biscoe
Travis County Judge
Date:_____

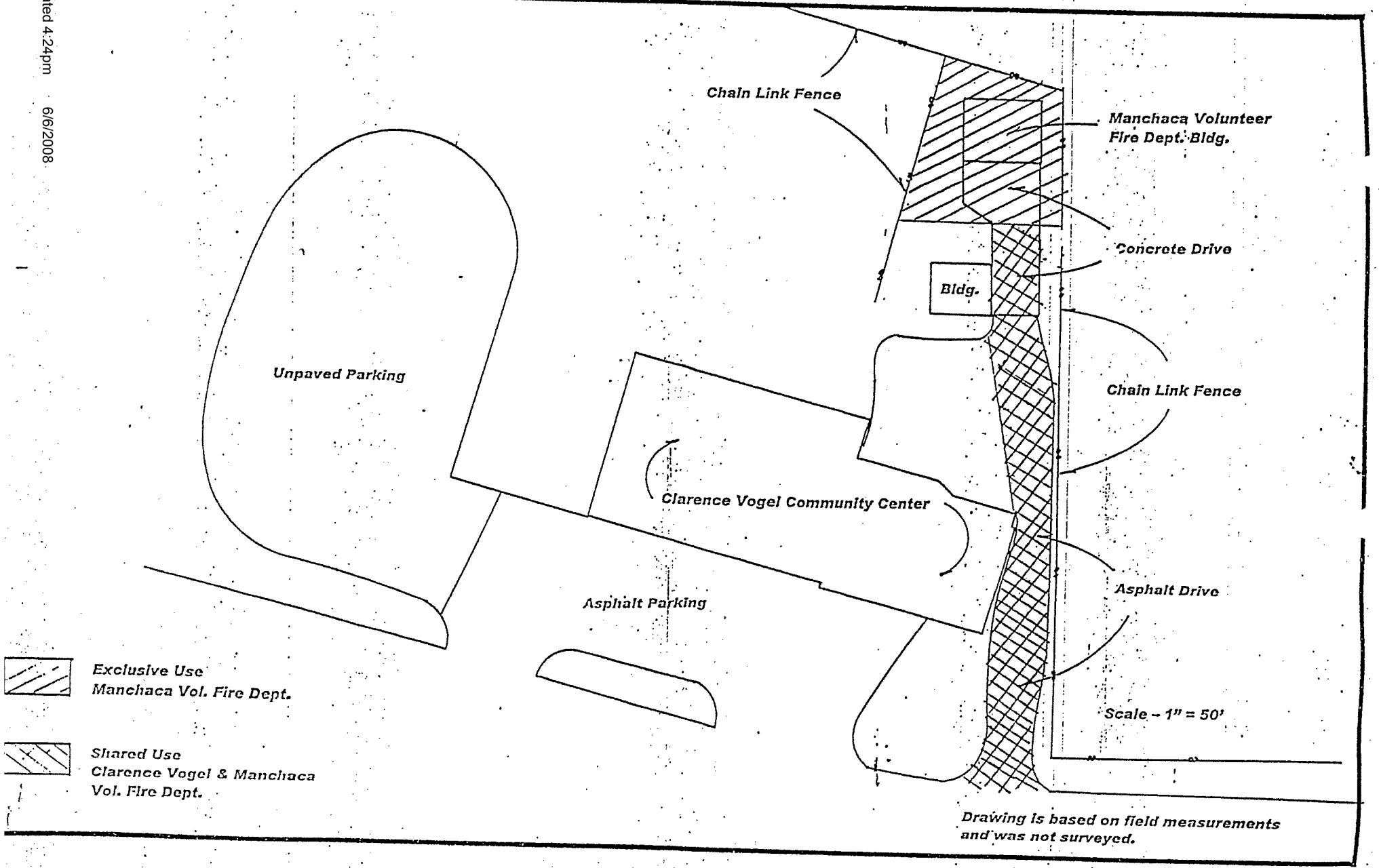
LICENSEE

Clarence Vogel
d/b/a Vogel Enterprises
Date: 5/15/08

EXHIBIT A

EXHIBIT # A

Last updated 4:24pm 6/6/2008



8

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

Approved by: _____ Cyd V. Grimes 5/30/08

Voting Session: Tuesday, JUNE 10, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CASE FILE FOLDERS, IFB B080195-DR, TO THE LOW BIDDER, DER GRAPHICS, INC. (COUNTY ATTORNEY/COUNTY CLERK)

Points of Contact:

Purchasing: Donald Rollack
Department: Lisa Stevenson, 854-99415; David Escamilla, Travis County Attorney, 854-9415; Neomia Bailey, David Ferris, Criminal/Civil Divisions, 854-9188; Dana DeBeauvoir, County Clerk, 854-9188
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.

This contract will provide case file folders used in maintaining criminal and civil case proceedings in the County Clerk and County Attorney Offices.

IFB B080195-DR was issued April 23, 2008 on RFP Depot. Purchasing received six (6) bids. The departments recommend awarding the contract to the low bidder, Der Graphics, Inc.

- **Contract Expenditures:** Within the last 11 months $25,869.59 has been spent against this requirement.

  ☐ Not applicable

- **Contract-Related Information:**

  Award Amount: Estimated Quantity-as need requirements
  Contract Type: Annual
  Contract Period: June 28, 2008 through June 27, 2009.

➢ **Solicitation-Related Information:**

Solicitations Sent: 41 Responses Received: 6

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 HTE

☒ *Funding Account(s) 001-1920-541-3001, 001-2030-542-3001 and 001-2040-542-3001

☐ Comments:

➢ **Statutory Verification of Funding:**

☐ Contract Verification Fund Forms: Verified____ Not Verified_____ by Auditor.

* At least one of these must be included

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON: _____

DATE

COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

CVG:DR:dr

DANA DeBEAUVOIR
Travis County Clerk

(512) 854-9188
P. O. Box 149325, Austin, TX 78714-9325
5501 Airport Boulevard, Austin, Texas 78751-1410
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)
1000 Guadalupe, Austin, Texas 78701-2328
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)
www.co.travis.tx.us

RECEIVED
TRAVIS COUNTY
2008 MAY 27 AM 9:52
PURCHASING
OFFICE

May 23, 2008

TO: Cyd Grimes, Purchasing Agent
Don Rollack, Assistant Purchasing Agent

FROM: Susan Bell, Chief Deputy Count Clerk

RE: Case File Folder Bid – IFB B080195-DR

Per your request on May 22, 2008, please note that our office recommends the award be given to der Graphics, Inc., the lowest bidder for the case file folders. Based on their previous performance and the additional contract provision to transport the folders within the building, we believe they will continue to perform satisfactorily.

We do ask that a renewed request be made for the company to use studier shipping boxes. Boxes sent in past shipments often have torn seams which appear to have been caused by the weight of the folders inside of the boxes and/or the placement of the boxes upon other boxes. These torn boxes often result in damaged folders.

Our account numbers are: 001-2030-542-3001 – Civil/Probate and 001-2040-542-3001 – Misdemeanor Records.

Should you require any additional information, please notify either Neomia Bailey at extension 44894 or David Ferris at 44893.

DAVID ESCAMILLA
COUNTY ATTORNEY

COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

MEMORANDUM

TO: Donald Rollack
FROM: Vicki Ashley
DATE: May 22, 2008
RE: Criminal Case File Contract Recommendation

Donald,

Please let this memorandum serve as our recommendation to accept the lowest bid of Der Graphics, Inc. on B080195-DR-1-06 Criminal Case File Folders Type B; Solicitation No. B080195-DR; Account No. 001-1920-541-3001.

Thank you,

Vicki Ashley
X44805

GM200I13 **TRAVIS COUNTY** 5/29/08
Fiscal Year 2008 **Account Balance Inquiry** 10:52:50

```
  Account number . . . :   1-1920-541.30-01
  Fund . . . . . : 001  GENERAL FUND
  Department . . . . . :  19  COUNTY ATTORNEY
  Division . . . . . :  20  CRIMINAL
  Activity basic . . . :  54  JUSTICE SYSTEM
  Sub activity . . . . :   1  COUNTY ATTORNEY
  Element  . . . . . :  30  OPER SUPP, REPR PRTS,& EQ
  Object . . . . . :  01  OFFICE EQUIP,FURN, & SUPP

  Original budget  . . . . . :          48,513
  Revised budget . . . . . :          69,070   05/20/2008
  Actual expenditures - current  . :     3,781.51
  Actual expenditures - ytd  . . . :    41,792.47
  Unposted expenditures  . . . . . :          .00
  Encumbered amount  . . . . . :     1,431.72
  Unposted encumbrances  . . . . . :          .00
  Pre-encumbrance amount . . . . . :       651.79
  Total expenditures & encumbrances:    47,657.49    69.0%
  Unencumbered balance . . . . . :    21,412.51    31.0
```

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

GM200I13 **TRAVIS COUNTY** 5/29/08
Fiscal Year 2008 **Account Balance Inquiry** 10:53:10

```
  Account number . . . :   1-2030-542.30-01
  Fund . . . . . : 001  GENERAL FUND
  Department . . . . . :  20  COUNTY CLERK
  Division . . . . . :  30  CIVIL/PROBATE DIVISION
  Activity basic . . . :  54  JUSTICE SYSTEM
  Sub activity . . . . :   2  COUNTY CLERK
  Element  . . . . . :  30  OPERATG SUPPLIES,RP&E,NC
  Object . . . . . :  01  OFFICE EQUIP,FURN, & SUPP

  Original budget  . . . . . :          38,579
  Revised budget . . . . . :          35,813   05/09/2008
  Actual expenditures - current  . :         .00
  Actual expenditures - ytd  . . . :      13,975.11
  Unposted expenditures  . . . . . :         .00
  Encumbered amount  . . . . . :       1,646.02
  Unposted encumbrances  . . . . . :         .00
  Pre-encumbrance amount . . . . . :         .00
  Total expenditures & encumbrances:      15,621.13    43.6%
  Unencumbered balance . . . . . :      20,191.87    56.4
```

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

GM200I13
Fiscal Year 2008

TRAVIS COUNTY
Account Balance Inquiry

5/29/08
10:53:25

```
  Account number . . . :   1-2040-542.30-01
  Fund . . . . . . . . : 001  GENERAL FUND
  Department . . . . . :  20  COUNTY CLERK
  Division . . . . . . :  40  CRIMINAL
  Activity basic . . . :  54  JUSTICE SYSTEM
  Sub activity . . . . :   2  COUNTY CLERK
  Element  . . . . . . :  30  OPERATG SUPPLIES,RP&E,NC
  Object . . . . . . . :  01  OFFICE EQUIP,FURN, & SUPP

  Original budget  . . . . . :          54,179
  Revised budget . . . . . . :          52,226   05/27/2008
  Actual expenditures - current  :         226.00
  Actual expenditures - ytd  . . :      14,285.69
  Unposted expenditures  . . . . :            .00
  Encumbered amount  . . . . . . :       8,716.29
  Unposted encumbrances  . . . . :            .00
  Pre-encumbrance amount . . . . :            .00
  Total expenditures & encumbrances:    23,227.98    44.5%
  Unencumbered balance . . . . . :      28,998.02    55.5
```

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

Vendor Totals

Der Graphics, Inc. **$35,580.00 (8/8 items)**

Bid Contact **Debbie Harding**
Ph 800-467-0710
Fax 888-788-0753

Address **5534 Ferrier St**
T.M.R. Quebec, QC H4P 1M2

Agency Notes:

Vendor Notes:

Acratod of Austin **$37,843.68 (8/8 items)**

Bid Contact **Craig Folkman**
kefolkman@acratod.com
Ph 512-451-0198

Address **2605 Buell**
Austin, TX 78757

Qualifications **CISV HUB**

Bid Notes **SPECIAL PROVISIONS FOR RENEWAL**
The option for renewal. Acratod reserves the right to add 5 - 8% to the base bid to offset both material and freight costs. This is only if the county renews the two 12 month awards.

Agency Notes:

Vendor Notes:

Filetech Systems **$41,037.40 (8/8 items)**

Bid Contact **Sara Rothenberg**
szuckman@filetechsystems.com
Ph 248-851-7040

Address **30319 Clubhouse**
Farmington Hills, MI 48334

Bid Notes **Upon acceptance/order placement, County will provide samples and vendor will provide a pre-production proof. Pricing is based on quantity and terms stated within this bid,its attachments and addenda.**

Agency Notes:

Vendor Notes:

Ace Office Supplies **$47,871.95 (8/8 items)**

Bid Contact **Bakul R Kamani**
brkamani@yahoo.com
Ph 407-523-6440

Address **631 Triumph Ct 5**
Orlando, FL 32805

Qualifications **MBE WBE**

Agency Notes:

Vendor Notes:

Scott Merrriman, Inc. **$49,714.00 (8/8 items)**

Bid Contact **Richard C Powers**
Ph 800-648-7022
Fax 972-484-8908

Address **11212 Goodnight Ln**
#200
Dallas, TX 75229

Agency Notes:

Vendor Notes:

Drew Rogers Inc. **$54,340.00 (8/8 items)**

Bid Contact **Anthony Brown**
abrown8729@aol.com
Ph 866-341-3331
Fax 973-439-1685

Address **170 Changebridge Road**
Suite C5-4
Montville, NJ 07045

Bid Notes **Price is based on total qty ordered. If qtys change price will change. 25-30 working days after proof approval. Prices are based off of the specs given. We will need to review actual samples to verify prices are correct.**

Agency Notes:

Vendor Notes:

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

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

9

Approved by: Cyd V. Grimes 5/30/08

Voting Session: Tuesday, June 10, 2008

REQUESTED ACTION: A. RECEIVE AND CONSIDER BIDS FOR IFB NO. B080149-JW, TRAVIS COUNTY SCHOOL LAND OIL AND GAS LEASE;

B. AUTHORIZE STAFF TO EVALUATE RECEIVED BIDS. (TEXAS COOPERATIVE EXTENSION OFFICE).

Points of Contact:

Purchasing: Jason G. Walker
Department: (TEXAS COOPERATIVE EXTENSION OFFICE), Skip Richter
County Attorney (when applicable): Tamara Armstrong
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, 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.

  On May 20, 2008 the Commissioners Court approved a resolution directing the Purchasing Agent to issue a bid for the lease of oil and gas in tracts 31 and 45 of the Travis County School Land in Throckmorton County. IFB B080149-JW was issued May 23, 2008 with bids due June 9, 2008. Upon receipt of bids, and with authorization by the Commissioners Court, designated staff will review and evaluate bids in order to bring a recommendation back to Commissioners Court for approval.

- **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 funds involved with this item.

➢ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

REQUESTED ACTION

APPROVED _____ DISAPPROVED _____

Samuel T. Biscoe, Travis County Judge

Date

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: _____ 6/2/08

Voting Session: Tuesday, June 10, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD WITH HDR ENGINEERING, INC., RFQ NO. Q080082-LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY IMPERIAL VALLEY DRAINAGE IMPROVEMENTS. (TNR)

Points of Contact:

Purchasing: Lee Perry
Department: (TNR), Joe Gieselman, Executve Manager;
Steve Manilla, Public Works Director
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, Jose Palacios
Other:

08 JUN -3 AM 8:17 RECEIVED

- **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.

The above referenced project is to correct flooding in the vicinity of intersection FM 969 at North Imperial Drive (approximately one mile west of FM 973). The area is within the Elm Creek watershed. North Imperial Drive is the primary entrance for the Imperial Valley subdivision. Due to undersized culverts and low street profile, the roadways flood overtop, frequently causing area residents to enter or exit their subdivision from Decker Lake Road to the north.

On January 30, 2008, eight (8) proposals were received for Professional Engineering Services for the Imperial Valley Drive design project. TNR staff evaluted and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, a short-list consisting of the top 3 (three) firms was generated. Each short-listed firm gave an oral presentation and was asked several standard questions on February 21, 2008 to determine the highest qualified firm for completing the required work. As a result of these interviews and their proposal, the top Rated firm, HDR Engineering was selected. The Court approved contract negotiations with HDR Engineering on March 18, 2008.

TNR request, with Purchasings concurence, contract approval for $222,672.00 with HDR Engineering Inc., for this project.

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

  ☒ Not applicable

- **Contract-Related Information:**

  Award Amount: $222,672.00 (Not-to-Exceed)
  Contract Type: Architect/Engineer
  Contract Period: Through Contract completion

- **Contract Modification Information:**

  Modification Amount: $0.00 (Firm Amount) (Add'l. comments)
  Modification Type: N/A
  Modification Period: N/A

- **Solicitation-Related Information:**

  Solicitations Sent: 78 Responses Received: 8
  HUB Information: Vendor is not a HUB % HUB Subcontractor: 34%

- **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: Contract is being routed for signatures. Draft is attached.

- **Funding Information:**

  ☒ Purchase Requisition in H.T.E.: 439594
  ☒ Funding Account(s): 473-4931-808-8166
  ☐ Comments:

- **Statutory Verification of Funding:**

  ☐ Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

Lee
5-6-08
MB

TRANSPORTATION AND NATURAL RESOURCES EPARTMENT

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

May 6, 2008

PURCHASING OFFICE
2008 MAY -6 PM 1:55
TRAVIS COUNTY, TEXAS

MEMORANDUM TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Imperial Valley Drainage Improvements
RFQ #080082-LP
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioner's Court action. Please contact me at X49429 if you have any questions or need additional information.

Proposed Motion:
Consider and take appropriate action on TNR's request to award the professional engineering services contract for the Imperial Drive Drainage Improvements project, in Precinct 1 to HDR Inc.

Summary and Staff Recommendations:
On December 6, 2007 TNR requested the Purchasing Office to obtain professional consulting services for engineering design for the Imperial Valley Drainage Improvements project. Purchasing, together with TNR Public Works, developed an RFQ for these services and on January 30, 2008 received proposals from eight firms. Two TNR staff members evaluated and rated the qualifications of each firm and determined HDR Engineering Inc. as the highest rated firm. On March 18, 2008 TNR received approval from the Court to begin negotiating the scope of services and the fees with HDR Inc. TNR staff recently completed its negotiations with HDR Inc. and recommends the award of the contract to this firm for the amount of $222,672.

Budgetary and Fiscal Impact:
This project was approved by voters in the 2005 Travis County bond referendum. Funding for this project has been approved in the current fiscal year budget. Total estimated project cost is approximately $1,774,000. The account number is 473-4931-808-8166, and the requisition number is 439594.

Issues and Opportunities:
The proposed project includes all work necessary to complete the design, obtain environmental clearance, identify ROW/easement requirements, and provide construction

documents for drainage improvements on Imperial Drive North at Elm Creek, north of the intersection of FM 969, at a Elm Creek tributary crossing of Imperial Drive North, near Bitterwood Drive, and at another crossing of the same tributary in Colfax Drive. The project will include determining the appropriate drainage structures for conveying the 100-yr event (or most economically feasible event) to eliminate or minimize road closures during large storm events. The services to be provided include hydrologic and hydraulic analysis for multiple storm events, determinations of impacts of proposed modifications upon water surface elevations upstream and downstream of the existing drainage structures, determining impacts upon applicable flood insurance rate maps, developing alternatives for mitigating any adverse impacts, completing plans, specifications, and estimates, and preparing construction documents. Services required to obtain a CLOMR and LOMR may be included at the discretion of the County. Construction Administration services may be added to the contract at the sole discretion of the County.

After the Court's award of the contract to HDR Inc. the consultant will have up to 270 calendar days to complete the engineering work for the project. This time allotment does not include time required for County approvals of design deliverables at various stages of development and is subject to funding availability.

Background:
The project is in the vicinity of the intersection of FM 969 at North Imperial Drive (approximately one mile west of FM 973). The area is within the Elm Creek watershed. North Imperial Drive is the primary entrance for the Imperial Valley subdivision. Due to undersized culverts and low street profile, the roadways overtop frequently causing area residents to enter or exit their subdivision from Decker Lake Road to the north. The overtopping creates a hazard for motorists and barricades must be placed to prevent motorists from attempting to traverse the inundated roadway. Overtopped roadway may impede first responders to provide emergency services. Several structures are also subject to inundation during severe storm events. Funding for the improvements was approved by voters in the 2005 Travis County bond referendum.

The proposed project includes all work necessary for providing construction documents and obtaining approvals to construct drainage improvements at two stream crossings on North Imperial Drive and another crossing on Colfax Drive. Engineering services to be provided include all analyses, engineering and design required to prepare plans, specifications, estimates, and construction documents; determining environmental and regulatory clearances requirements; and, obtaining all permits necessary to construct the project.

Required Authorizations:
Cyd Grimes, Purchasing
Jessica Rio, PBO

CC: Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services
Steve Sun, P.E., TNR CIP Program Manager
Lee Perry, Purchasing Buyer
Mo Mortazavi

ATTACHMENT 8

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

HDR ENGINEERING

FOR
ENGINEERING SERVICES

FOR

IMPERIAL VALLEY DRIVE DESIGN

CONTRACT NO. PS080082LP

DRAFT

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:		PAGE (to be assigned upon finalization of PSA)
1	EMPLOYMENT OF THE CONSULTANT	1
2	BASIC SERVICES OF THE CONSULTANT	2
3	CONSTRUCTION COST	3
4	COMPENSATION AND PAYMENT SCHEDULE	4
5	PERIOD OF SERVICE	4
6	COORDINATION WITH COUNTY	5
7	WORK PRODUCT	5
8	REVISION TO WORK PRODUCT	6
9	REIMBURSABLE EXPENSES	7
10	SUSPENSION AND TERMINATION	7
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY	9
12	OWNERSHIP OF DOCUMENTS	11
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS	12
14	MISCELLANEOUS:	12
14.1	VENUE	12
14.2	SEVERABILITY	12
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT	12
14.4	CERTIFICATE OF CONSULTANT	12
14.5	BIDDING EXEMPTION	13
14.6	NOTICE	13
14.7	INSURANCE REQUIREMENTS	13
14.8	FORFEITURE OF CONTRACT	13
14.9	PURCHASE ORDER	14

14.10 PAYMENTS 14

14.11 INTEREST ON OVERDUE PAYMENTS 14

14.12 PROPERTY TAXES 14

14.13 TAXPAYER IDENTIFICATION 14

14.14 SUCCESSORS AND ASSIGNS 15

14.15 HISTORICALLY UNDERUTILIZED BUSINESS 15

14.16 FUNDING OUT 15

14.17 FUNDING 16

14.18 NON-WAIVER OF DEFAULT 16

14.19 MEDIATION 16

14.20 OFFICIALS NOT TO BENEFIT 16

14.21 CONSULTANT CERTIFICATIONS 16

14.22 CIVIL RIGHTS/ADA COMPLIANCE 17

14.23 GRATUITIES 17

14.24 MONITORING 17

14.25 INCORPORATION OF ATTACHMENTS 17

14.26 ENTIRE AGREEMENT 17

14.27 TEXAS PUBLIC INFORMATION ACT 17

14.28 ENTITY STATUS 17

ACKNOWLEDGEMENT AND SIGNATURE PAGE

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS	19
EXHIBIT 2	HOURLY RATES	21
EXHIBIT 3	PROJECT SCHEDULE	22
	ATTACHMENT 1 – PERFORMANCE SCHEDULE	23
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	24
EXHIBIT 5	INSURANCE REQUIREMENTS	25
EXHIBIT 6	ETHICS AFFIDAVIT	26
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST	27
	ATTACHMENT 2 DISCLOSURE	29
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS	30
EXHIBIT 8	NOTICE OF INTENT TO SUBCONTRACT WITH HUB	31
EXHIBIT 9	HUB SUBCONSULTANT PAYMENT REPORT	32
EXHIBIT 10	HUB SUBCONSULTANT CHANGE FORM	33
APPENDIX A	SCOPE OF SERVICES	34
APPENDIX B	CONTRACTOR'S QUALIFICATIONS STATEMENT	43

PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and HDR Engineering, Inc. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional Engineering services for the design Imperial Valley Drive, in Precinct 1 (the "Project"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1
EMPLOYMENT OF THE CONSULTANT

1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional Engineering design services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Executive Manager of Travis County Transportation and Natural Resources (the "EXECUTIVE MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The EXECUTIVE MANAGER shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.

1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the EXECUTIVE MANAGER so instructs the CONSULTANT.

1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as

otherwise modified herein.

1.4 If the EXECUTIVE MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product. as defined herein. the EXECUTIVE MANAGER shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2
BASIC SERVICES OF THE CONSULTANT

2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein. and shall prepare the Work Product. as defined herein. which shall be acceptable to the EXECUTIVE MANAGER. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.

2.2 The CONSULTANT shall perform the "Basic Services." which shall mean:

2.2.1 all elements of labor. materials and equipment required for the Project. which shall be rendered to the satisfaction of the EXECUTIVE MANAGER and the Commissioners Court and in accordance with the requirements. policies. and standard practices of Travis County:

2.2.2 the detailed Scope of Services for the Project. set forth Appendix A. attached hereto and made a part hereof (the "Scope of Services"):

2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ. attached hereto as Appendix B and made a part hereof:

2.2.4 the Work Product. as defined herein. which the CONSULTANT shall submit to the COUNTY for review at regular intervals. as specified in the Project Schedule to be provided by the CONSULTANT. attached hereto as Exhibit 3 and made a part hereof.

2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards. codes. specifications. or other technical. design or professional requirements applying to this project shall be the latest edition in effect on the date on which this PSA is executed. unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include but is not limited to:

a. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
b. AASHTO A Policy on Geometric Design of Highways and Streets
d. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
e. Texas Department of Transportation Construction Manual
f. City of Austin Drainage Criteria Manual (current version and updates)
g. Texas Department of Transportation's Standard Specifications for Construction of Highways. Streets and Bridges. 2004
h. National Environmental Policy Act (NEPA)
i. Architectural Barriers. Texas Department of Licensing and Regulation
j. Americans with Disabilities Act (ADA) Regulations

k. Army Corps of Engineers Regulations
l. Edwards Aquifer Regulations
m. Texas Commission on Environmental Quality applicable regulations

2.4 As part of the services, the CONSULTANT shall report any suspected hazardous materials in the areas of proposed construction to the County. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3
CONSTRUCTION COST

3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").

3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.

3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.

3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.

3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:

(1) give written approval of an increase in the Project budget or fixed limit,
(2) authorize rebidding of the Project within a reasonable time,
(3) if the Project is abandoned, terminate this Agreement, or
(4) revise the scope of the Project to reduce the Construction Cost.

3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.

3.8 The CONSULTANT shall estimate the total project budget, including Reimbursables, contingency, permit fees and agency fees. The budget shall not include (1) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4
COMPENSATION AND PAYMENT SCHEDULE

4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.

4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.

4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 5
PERIOD OF SERVICE

5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification shall include an update to the Project.

5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.

5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the EXECUTIVE MANAGER to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the EXECUTIVE MANAGER.

SECTION 6
COORDINATION WITH COUNTY

6.1 The EXECUTIVE MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The EXECUTIVE MANAGER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The EXECUTIVE MANAGER may designate representatives to transmit instructions and receive information.

6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the EXECUTIVE MANAGER. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the EXECUTIVE MANAGER.

6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT shall submit to the EXECUTIVE MANAGER the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT shall make monthly progress reports with comparisons to the Project Schedule.

6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that shall not exceed thirty (30) days, the CONSULTANT shall arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.

6.5 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.

6.6 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.

6.7 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the EXECUTIVE MANAGER.

SECTION 7
WORK PRODUCT

7.1 The term "Work Product" shall mean any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.

7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.

7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.

7.4 COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.

7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. "Acceptance" shall mean that in the EXECUTIVE MANAGER's opinion substantial compliance with the technical specifications and requirements has been achieved.

7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the EXECUTIVE MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.

7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 8
REVISION TO WORK PRODUCT

8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9
REIMBURSABLE EXPENSES

9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:

9.1.1 Expense of reproductions, renderings and plotting of drawings, specifications and other documents for other than the in-house use of the CONSULTANT's or his subconsultants, as well as postage and delivery expenses for the Work Product; and

9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.

9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.

9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10
SUSPENSION AND TERMINATION OF AGREEMENT

10.1 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.

10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination. less previous payments.

10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.4 Periods of time during which a Notice of Suspension is in effect or during which a submitted and Complete Work Product is in technical review, as described in Section VII herein, shall not be taken into account in computing the amount of liquidated damages. In the event that an Work Product received by the COUNTY is found to be incomplete, the period of time from the original submittal of the Work Product to the receipt of subsequent submittal necessary to produce a completed submittal shall be taken into account in computing the number of days and the amount of liquidated damages.

10.5 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.

11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws. COUNTY permitting requirements, and city ordinances currently in effect.

11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs. working drawings, specifications. or other documents prepared by the CONSULTANT.

11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.

11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY. shall upon the COUNTY's request be immediately removed from association with the Project.

11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Architectural and/or Engineering data furnished to the COUNTY, as required by law.

11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.

11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES. FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

(i) the existence of the claim, or other action, within ten (10) working days after being notified of it;

(ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;

(iii) the alleged basis of the claim, action or proceeding;

(iv) the court or administrative tribunal. if any, where the claim, action or proceeding was instituted; and

(v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent

11.8.3 papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS (APR '02): The Purchasing Agent acts as the County representative in the issuance and administration of this contract.

In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12
OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.

12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT 's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.

12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity , without the specific written consent of the CONSULTANT.

SECTION 13
MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14
MISCELLANEOUS

14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of American and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.

14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:

14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.

14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

14.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

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

with copies to (registered or certified mail with return receipt is not required):

Cyd V. Grimes (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin. Texas. 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

HDR Engineering, Inc.
4401 West Gate Blvd, Suite 400
Austin, TX 78745

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

(i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or

(ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting

Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

"Is doing business" and "has done business" shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt; but does not include (y) any payments, receipts, loans, or receipts of a loan which are less than $250.00 per calendar year in the aggregate, or (z) any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

"Key Contracting Person" shall mean any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 PAYMENTS. Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

As a minimum, a "Correct and Complete" invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in

a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.

14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of the NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 8 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.

14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 9 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.

14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 10 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.

14.15.4 Prime contractors must obtain pre-approval from the Travis County Purchasing Agent and/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.

14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

14.18 NON-WAIVER OF DEFAULT. No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.21 CONSULTANT CERTIFICATIONS:

14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.21.2 CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including

expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.

14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.

14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.

14.28 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT:

By: _____
Printed Name: Kelly J. Kaatz

Title: Senior Vice President
Authorized Representative

Date: May 29, 2008

The Texas Board of Engineer Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals licensed under the Engineers Registration Law, Article 249a, Vernon's Texas Civil Statutes.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services shall be the sum of $***159,186.00***.

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:

(i) Design Phase: includes: 30%, 60%, 90%, and 100% design complete deliverables (use actual work breakdowns listed in the proposal)

Work Product 1, 30% Design	$50,976.00
Work Product 2, 60% Design	$48,325.00
Work Product 3, 90% Design	$34,102.00
Work Product 4, 100% Design	$18,949.00
Total:	**$152,352.00**

(ii) Bidding Phase: includes Bidding Phase **$6,833.00**

(ii) Construction Phase: includes Construction Contract Administration Phase and Documents and Drawings $ N/A

TOTAL: **$159,186.00**

SECTION 2 - FIXED FEE

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement by the CONSULTANT and its subcontractors. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement

2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.

3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a separate written agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.

3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.

3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

4.1 The CONSULTANT shall be reimbursed for its subconsultants' labor costs plus its and its subconsultants' non-labor expenses incurred in the performance of the Basic Services under this Agreement at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: **$63,486.00**

SECTION 5 –TOTAL AGREEMENT SUM

5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of ***$159,186.00*** plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of ***$63,486.00***, shall not exceed ***$222,672.00***.

SECTION 6 –SCHEDULE OF PAYMENTS

6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department. Payments shall not exceed the percentage of work correctly completed as determined by the COUNTY.

EXHIBIT 2
HOURLY RATES

HDR Employee Category	Hourly Rate
Principal	$220
Senior Project Manager	$194
Deputy Project Manager	$135
Senior Roadway Engineer	$120
Senior Structural Engineer	$160
Senior Utility Engineer	$165
Drainage Engineer	$115
Structural Engineer	$135
Graduate Engineer	$90
Senior Design Technician	$115
Senior Roadway Designer	$105
Technician	$75
Administrative Assistant	$68

EXHIBIT 3
PROJECT SCHEDULE

A. The CONSULTANT shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the EXECUTIVE MANAGER and the CONSULTANT shall update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule shall allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal Engineering practice, as well as to allow time for the COUNTY's Technical Review Process.

A.1 The CONSULTANT shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.

A.2 The Project Schedule shall be updated in the event that:

1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
3. a force majeure event has occurred; and
4. the CONSULTANT has not performed in accordance with the latest Project Schedule.

A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT shall present the EXECUTIVE MANAGER with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.

B. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until the Project Completion Date, as defined herein.

C. The CONSULTANT shall complete all design work described herein, and shall submit its Work Product for the Pre-Design Phase through the Contract Documents Phase (as those phases are described in the Scope of Services), within **270 calendar days** from the date of receipt by the CONSULTANT of COUNTY's written Notice to Proceed.

Calculation of the 270 days referenced in paragraph C shall not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section VII of this Agreement.

ATTACHMENT 1 TO EXBIBIT 3

PERFORMANCE SCHEDULE

See Scope of Services

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer: termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.

E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $400,000 per occurrence and $1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $400,000 per occurrence and $1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $1.000.000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT 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 OR REDUCED, RESTRICTED OR LIMIITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUTNY OF TRAVIS }

ETHICS AFFIDAVIT

Date: May 29, 2008
Name of Affiant: Kelly J. Kaatz
Title of Affiant: Senior Vice President
Business Name of CONSULTANT: HDR Engineering, Inc.
County of CONSULTANT: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.

5. Affiant has personally read Attachment 1 to this Affidavit.

6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

Signature of Affiant

HDR Engineering, Inc., 4401 West Gate Blvd, Suite 400, Austin, TX 78745
Address

SUBSCRIBED AND SWORN TO before me by May on 29, 2008

Michelle M. Britton
Notary Public, State of Texas

Michelle M Britton
Typed or printed name of notary

My commission expires: 6-27-09

Michelle M Britton
Notary Public, State of Texas
My Commission Expires:
June 27, 2009

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
May 27, 2008

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Nicole Grant*	
Executive Assistant	Melissa Velásquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant	Robert Moore	
Executive Assistant	Martin Zamzow	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning	Rodney Rhoades*	
Exec Manager, Emergency Services	Danny Hobby	
Exec Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Christopher Gilmore*	
Attorney, Transactions Division	Stacy Wilson	
Attorney, Transactions Division	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
TNR	Mo Mortazavi	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.	02/07/09
Executive Assistant	Dan Smith	02/15/09

* - Identifies employees who have been in that position less than a year.

ATTACHMENT 2 TO EXHIBIT 6
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

_____

_____

_____

_____

_____

If no one is listed above, CONSULTANT warrants that CONSULTANT is not doing business and has not done business during the 365 day period immediately prior to the date on which this contract is signed with any key contracting person.

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

Adisa Public Relations
Baer Engineering and Environmental Consulting, Inc.
Gorrondona & Associates, Inc.
K Friese & Associates, Inc.
Encotech Engineering Consultants, Inc.
Holt Engineering, Inc.

EXHIBIT 8

NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

(For use by Prime Contractors/Consultants to Identify HUB Subcontractors)

Please submit this form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: _____

HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Project Title & No.: _____

Prime Contract Amount: $_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg. & Procurement Comm. ☐ City of Austin ☐ Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Representative Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE ***"HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM"*** MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

EXHIBIT 9
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____

PROJECT TITLE/NO. : _____ AMOUNT OF ALL SUBCONTRACTS: _____

TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20____

A	B	C	D	E	F	G
Name of Sub-Contractor	**Description of work**	**Original Sub-Contract Amount**	**Increase or Decrease (Modification)**	**Revised Sub-Contract Amount**	**Payment this Period**	**Cumulative Amount**

Instructions for completing this form:

SECTION A: Name all HUB Subcontractors performing on this project.
SECTION B: State the work being performed by the HUB Subcontractors.
SECTION C: State the original HUB Subcontractor amount.
SECTION D: State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.
SECTION E: State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .
SECTION F: State the amount paid to each HUB Subcontractor during this reporting period.
SECTION G: State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.
I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

Printed Name of Contractor Representative | Signature of Contractor Representative | Date | Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

EXHIBIT 10

HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM

(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)

CONTRACT #:_____

CONTRACT DESCRIPTION:_____

PRIME CONTRACTOR:_____

REQUESTED BY:_____ **CONTACT #:**_____

DATE:_____ **E-mail:**_____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- *IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.*

Check reason: _____Addition _____Substitution _____Deletion_____Reduction _____Increase

REASON FOR ACTION:

____ Unavailable after receipt of reasonable notice to proceed.
____ Failure of performance.
____ Financial capacity.
____ Refusal by the subcontractor to honor the bid of proposal price.
____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
____ The subs withdrawal of his bid or proposal.

_____ Please provide me with a HUB Subcontractor listing.
_____ I have already selected a potential HUB Subcontractor for this project. (List below)

.....

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB_____ M/WBE_____ DBE_____ Non-HUB_____ Unknown_____

INCREASED/DECREASED AMOUNT: Original Amt. $_____ New Amt. $_____

OTHER COMMENTS:

_____

_____

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ ***Date:*** _____

SCOPE OF SERVICES

SCOPE OF SERVICES

Project Summary

Imperial Drive is currently a paved two-lane roadway that provides primary access to the Imperial Valley subdivision from FM 969. Inadequate roadway drainage exists at three creek crossings; Imperial Drive North at Elm Creek, Imperial Drive North at the unnamed tributary to Elm Creek, and Colfax Drive at the unnamed tributary to Elm Creek, all located within Precinct 1. The inadequate structures cause flooding that poses a threat to public health and safety and requires frequent roadway closings by the County. The project will include the design of appropriate drainage structures that comply with Travis County drainage design requirements (or most economically feasible) to eliminate or minimize road closures during large storm events.

Professional services will be provided by HDR Engineering, Inc. (HDR) to produce preliminary plan documents and final PS&E documents for improving the Imperial Valley drainage crossings. These services generally will include storm water drainage analysis and design; preparing construction documents and cost estimates; completing topographic and right-of-way surveys, preparing schematic and final right-of-way and easement parcel exhibits; a geotechnical investigation including pavement design and structure foundation design; traffic control plans; coordination for utility relocation; an environmental assessment and permitting coordination; attending and leading public meetings; and bidding phase services.

Scope of Services

Services will be provided by HDR and HDR's subconsultant team as five specific work products and/or support services, each with a separate fee and each requiring a separate "Notice to Proceed" from Travis County (the County). The scope of work for each Work Product is described in more detail below. Tasks intended to be performed by subconsultants are indicated as such below. Each Work Product will be submitted to the County for review and comment. The review process will consist of submitting two sets of the plans (11x17), specifications, and estimates of probable construction costs. Each submittal will include a cover letter stating who from the design team performed a Quality Assurance/Quality Control Check. Upon addressing the County's comments, HDR will submit two final check sets for the County to review and provide written comments and/or approval.

Work Product 1 – 30% Design: The 30% design phase will include surveying, a geotechnical investigation, an environmental assessment, an alternatives analysis, 30% design documents, and one public meeting. The scope of services to be included in Work Product 1 is as follows:

1. Attend one kickoff meeting with the County and design team.

2. Perform one site visit to verify survey data and become generally familiar with site conditions.

3. Surveying (Gorrondona & Associates) - Perform field topographic, planimetric, boundary, utility surveys, office computations, and 3D digital mapping for three drainage crossings. Surveying services will include the following:

a) Horizontal and vertical control to match City of Austin coordinate system. Horizontal control shall be based on Texas State Plane Coordinate System, North Central Zone, NAD-83. Vertical control to be based on NGVD-88. Use survey feet units.

b) Layout horizontal and vertical control in proposed project areas. A minimum of 1 control point for each drainage crossing shall be provided. Control points shall be semi-permanent (rebar w/cap) and set in a manner that they can be used for layout during construction. Acquire field topographic (cross-sections or random topographic) and planimetric information (buildings, roads, parking areas, sidewalks, fence lines, structures, drainage, etc.) to be used for 1" = 20' scale mapping with a 1-foot contour interval. Density of field elevations shall support 1" = 20' mapping and shall be provided as necessary to show breaks in grade or changes in terrain. Locate and tie individual trees (size and species), 8-inches in diameter and larger, in the project area.

c) Locate improvements within the public right-of-way and defined project areas including roads, sidewalks, driveway entrances, driveway culverts, ditches, signs, fences, mailboxes, etc. Provide cross section of right-of-way including roadway and ditches at 50-foot intervals. Identify type of pavement material for roadways, driveways, and sidewalks. Obtain type and height of signs. Locate water line valves, service boxes, fire hydrants, and other appurtenances.

d) Provide Locate and identify electrical, communications, and gas lines and equipment including, but not limited to poles; guy wires, transformers, switches, and other pole-mounted apparatus; pad-mounted transformers and other pad-mounted apparatus; electrical boxes (manholes, handholes, and pullboxes); valves and meters, and utility line markers. Note type of poles and material for poles other than wood. Obtain and indicate direction and type of wires (electrical, telephone, cable TV, etc.)

e) Research property owners adjacent to the project and obtain deeds, plats, addresses, and any available ROW mapping from the City, County, and TxDOT. Prepare a deed sketch showing the affected parcels along the project limits. Any additional research for easements that may affect the parcels shall be provided by Travis County. Locate right-of-way monuments and property corners along the project limits. Calculate the property lines and right-of-way lines of intersecting streets. Include line-work showing the existing right-of-ways and the adjoining property lines along the project limits in the topographic survey drawing.

4. Geotechnical Investigation (Holt Engineering) - Perform a geotechnical investigation to determine subsurface soil and groundwater conditions and provide foundation design recommendations for the Imperial Drive drainage structure at Elm Creek and pavement design recommendations for the three drainage structures. Field logging to include visual classification, percent core recovery, RQD and pocket penetrometer tests. Laboratory testing of selected samples to include Atterberg limits, moisture content, unconfined compression tests, minus 200 mesh sieves and unit weights.

5. Environmental Assessment (Baer Engineering & Environmental Consulting) - Perform an environmental assessment that meets City of Austin requirements for C.I.P. Street and Drainage projects. Conduct agency coordination for the protection of regulated biological and cultural

resources as required by the Endangered Species Act and the National Historic Preservation Act.

6. Identify regulatory permitting authorities and requirements. (HDR)

7. Identify and contact existing utilities located in the project area. (HDR)

8. Obtain and review available existing hydrologic and hydraulic modeling data from the City of Austin. (HDR)

9. Perform hydrologic and hydraulic analysis of the existing drainage crossings to determine the extent of flooding problems. Develop sub basin characteristics and peak discharges including the 2-, 10-, 25-, and 100-year return period storms for contributing drainage areas to each drainage crossing. Perform hydraulic analysis including the development of rating curves for each crossing. Determine the overtopping frequency of each crossing and calculate the overtopping depth for the range of flows modeled. Determine depths of flooding on adjacent properties based on the computed head water elevations and topographic survey data or other topographic data obtained. Runoff and hydraulic computation methods will be in compliance with Travis County drainage criteria (COA drainage criteria). (HDR, K. Friese & Associates to perform the hydrologic and hydraulic analysis of the tributary crossing on Imperial Drive).

10. Develop and evaluate alternative conceptual designs to reduce flooding for three drainage crossings. Up to two (2) alternatives may be developed for each crossing. One alternative for each problem area shall meet current Travis County design criteria, where possible. The other alternatives may be less than the current standards, as feasible. For each alternative, HDR will evaluate flood impacts, construction cost, constructability, easement requirements, and impacts on existing utilities. Prepare conceptual level cost estimates for project implementation for each of the design alternatives. The engineer's estimate of project costs will include the construction cost and an estimate of real estate costs (i.e. drainage easements and temporary construction easement costs shall be included in the project cost estimate) to implement the improvements. (HDR, K. Friese & Associates to develop the alternative conceptual designs of the tributary crossing on Imperial Drive).

11. Attend one (1) meeting with the County to present and review the results of the Alternatives Analysis and to determine the preferred design for each drainage crossing.

12. Develop 30% plans to include the following (HDR):

a) Cover sheet indicating project name and number; site location; project limits; names and signature blocks; symbology legend; and proposed index of drawings to be included in the plan set.

b) Site layout drawing.

c) Typical sections showing proposed and existing conditions.

d) Plan and profile sheets showing existing conditions and proposed type and location of drainage structures;

e) Cross-sections for roadways showing existing ground conditions and proposed conditions based upon preliminary alignments and typical sections;

f) Identification of limits of construction and properties that could be affected by the proposed construction;

g) Identification of existing easements and utilities that could be affected by the proposed construction;

13. Develop Engineer's estimate of construction cost for 30% design (HDR). Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

14. Perform internal QA/QC review per Travis County requirements (HDR).

15. A neighborhood meeting may be scheduled at the end of the 30% design effort to present the project and solicit input from the public. HDR will develop a mailing list and prepare and distribute fliers and postcard notices to publicize the meetings within the project area. HDR will assist with logistics of preparing for the meeting including set up, presentation, and interaction with the general public. A summary of the project scope shall be presented followed by individual meetings with HDR staff and attendees on specific issues. A summary of the public meeting and the input received shall be prepared in memorandum form and provided to County staff. (HDR, Adisa Public Relations)

16. Attend up to three progress meetings. Provide monthly progress reports and updated project schedules. (HDR)

Work Product 2 – 60% Design: The 60% design phase will include utility coordination, 60% design documents, and regulatory permitting coordination. The scope of services to be included in Work Product 2 is as follows:

1. Perform one site visit to verify 30% design and site conditions.

2 .Coordinate and schedule regulatory permitting. (HDR, Baer Engineering & Environmental Consulting) It is assumed that this project will be permitted by USACE Nationwide Permit and will not require an Individual Section 404 Permit.

3. Provide utility coordination of existing utilities affected by the project.

4. Finalize hydraulic design of selected drainage structures. (HDR, K. Friese & Associates to finalize hydraulic design of the tributary crossing on Imperial Drive)

5. Develop 60% plans to include the following (HDR):

a) Updates to drawings included in the 30% plan submittal.

b) Bridge (Encotech) and culvert layout sheets and details.

c) Temporary traffic control plan and details.

d) Miscellaneous roadway and drainage details.

e) Temporary erosion and sedimentation control plan.

f) Drainage Area Map and drainage calculations.

6. Develop first draft of Special Specifications and Special Provisions. (HDR)

7. Preparation of up to three temporary construction easements acquisition documents. (Gorrondona & Associates)

8. Develop Engineer's estimate of construction cost for 60% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects. (HDR)

9. Perform internal QA/QC review per Travis County requirements. (HDR)

10. Attend up to three progress meetings. Provide monthly progress reports and updated project schedules. (HDR)

Work Product 3 – 90% Design: The 90% design phase will include utility coordination, 90% design documents, regulatory permitting coordination, and one public meeting. The scope of services to be included in Work Product 3 is as follows:

1. Finalize regulatory permitting (HDR).

2. Provide utility coordination of existing utilities affected by the project. (HDR)

3. Develop 90% plans to include the following (HDR, K. Friese & Associates, Enchotech):

a) Updates to drawings included in the 60% plan submittal.

b) Complete remaining plan set sheets.

4. Updated Special Specifications and Special Provisions. Assist the County in preparing front-end bidding documents. Prepare bid items and quantities for the Bid Form. (HDR)

5. Develop Engineer's estimate of construction cost for 90% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects. (HDR)

6. Perform internal QA/QC review per Travis County requirements. (HDR)

7. A neighborhood meeting may be scheduled at the end of the 90% design effort to present the final project. Fliers and postcard notices shall be prepared and distributed to publicize the meetings within the project area. HDR will assist with logistics of preparing for the meeting including set up, presentation, and interaction with the general public. A summary of the final project scope shall be presented followed by individual meetings with HDR staff and attendees on specific issues. A summary of the public meeting and the input received shall be prepared in memorandum form and provided to County staff. (HDR, Adisa Public Relations)

8. Attend one progress meeting. Provide monthly progress reports and updated project schedules. (HDR)

Work Product 4 – 100% Design: The 100% design phase will include utility coordination and 100% contract documents. The scope of services to be included in Work Product 4 is as follows:

1. Finalize coordination of existing utilities affected by the project. (HDR)

2. Develop 100% Contract Documents including plans and specifications incorporating previous review comments, utility coordination information, proposed easements, and final permitting information. (HDR)

3. Develop Engineer's estimate of construction cost for 100% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects. (HDR)

4. Perform internal QA/QC review per Travis County requirements. (HDR)

5. Attend one progress meeting. Provide progress report and updated project schedule. (HDR)

Work Product 5 – Bidding and Negotiating Phase: Provide bidding support services including assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award. (HDR)

Deliverables

A. For each Work Product, two hardcopies of plans (11x17 size sheets), Engineer's Opinion of Construction Costs, and updated project schedule.

B. For Work Products 2 through 4, two hardcopies of specifications.

C. Geotechnical Report.

D. Environmental Assessment.

E. Two hardcopies of Draft Engineering Report at 60% design, two hardcopies of final Engineering Report at 90% design.

F. Required permits to start and complete project.

G. Right-of-Way strip map for right of way and easement acquisitions.

H. One hardcopy and MicroStation V8 electronic files of Survey.

Time of Completion

The estimated time of completion for the project is 14 months from the date of notice to proceed to the bid award. The estimated time of completion includes two weeks of review time by the County for Work Products 1 through 4. HDR will provide the County with a detailed schedule by task at the project kick-off meeting. The project schedule will be updated on a monthly basis and provided to the County (MS Project format). The estimated time of completion for each Work Product is shown below:

Work Product	Schedule
Work Product 1	90 calendar days
Work Product 2	90 calendar days
Work Product 3	60 calendar days
Work Product 4	30 calendar days

Services to be Provided by the Travis County

In conjunction with the services to be provided by HDR, the County shall provide the following.

A. A Project Manager to serve as the primary point of contact for HDR.

B. Documents that are available to the County and applicable as background information in performance of the Contract, when requested by HDR.

C. Timely reviews of documents, reports, drawings, etc.

D. Assistance with public meetings and public hearings.

Additional Services

The following services are not included in the above Scope of Services but can be provided by HDR if necessary upon approval and written "Notice to Proceed" from the County.

A. Construction Phase Services.

B. Preparation and processing of FEMA Letter of Map Change applications.

C. Preparation and processing of Section 404 Individual Permit.

D. Design, Bidding, or Construction Phase Services for relocation of existing utilities.

Estimate of Maximum Fee
Imperial Valley Drainage Improvements Design Project

Work Product	Travis County TNR Task Description	Fee
1	**30% DESIGN PHASE**	
	Subtotal – Basic Services	**$50,976**
	REIMBURSABLE EXPENSES	
	Printing/Photocopying	$75
	Courier/Miscellaneous	$40
	Subconsultants	
	Design Survey – Gorrondona	$14,630
	Environmental Assessment – Baer	$8,005
	Geotechnical Investigation – Holt	$9,966
	Imperial Dr. Culvert Design – K. Friese	$8,800
	Neighborhood Meeting – Adisa	$3,410
	Subtotal - Reimbursable Expenses	**$44,926**
	Subtotal 30% Design Phase	**$95,901**
2	**60% DESIGN PHASE**	
	Subtotal – Basic Services	**$48,325**
	REIMBURSABLE EXPENSES	
	Printing/Photocopying	$75
	Courier/Miscellaneous	$40
	Subconsultants	
	Design Survey – Gorrondona	$3,300
	Environmental Assessment – Baer	$2,885
	Geotechnical Investigation – Holt	$0
	Imperial Dr. Culvert Design – K. Friese	$770
	Structural Engineeirng – Encotech	$5,500
	Neighborhood Meeting – Adisa	$0
	Subtotal - Reimbursable Expenses	**$12,570**
	Subtotal 60% Design Phase	**$60,896**
3	**90% DESIGN PHASE**	
	Subtotal – Basic Services	**$34,102**
	REIMBURSABLE EXPENSES	
	Printing/Photocopying	$75
	Courier/Miscellaneous	$40
	Subconsultants	
	Design Survey – Gorrondona	$0
	Environmental Assessment – Baer	$0
	Geotechnical Investigation – Holt	$0
	Imperial Dr. Culvert Design – K. Friese	$308
	Structural Engineeirng – Encotech	$2,200
	Neighborhood Meeting – Adisa	$3,157
	Subtotal - Reimbursable Expenses	**$5,780**
	Subtotal 90% Design Phase	**$39,882**

Estimate of Maximum Fee
Imperial Valley Drainage Improvements Design Project

4	**100% DESIGN PHASE**	
	Subtotal – Basic Services	**$18,949**
	REIMBURSABLE EXPENSES	
	Printing/Photocopying	$75
	Courier/Miscellaneous	$20
	Subconsultants	
	Design Survey – Gorrondona	$0
	Environmental Assessment – Baer	$0
	Geotechnical Investigation – Holt	$0
	Imperial Dr. Culvert Design – K. Friese	$0
	Structural Engineeirng – Encotech	$0
	Neighborhood Meeting – Adisa	$0
	Subtotal - Reimbursable Expenses	**$95**
	Subtotal 90% Design Phase	**$19,044**
5	**BIDDING AND NEGOTIATING PHASE**	
	Subtotal – Basic Services	**$6,833**
	REIMBURSABLE EXPENSES	
	Printing/Photocopying	$75
	Courier/Miscellaneous	$40
	Subconsultants	
	Design Survey – Gorrondona	$0
	Environmental Assessment – Baer	$0
	Geotechnical Investigation – Holt	$0
	Imperial Dr. Culvert Design – K. Friese	$0
	Structural Engineeirng – Encotech	$0
	Neighborhood Meeting – Adisa	$0
	Subtotal - Reimbursable Expenses	**$115**
	Subtotal 90% Design Phase	**$6,948**
	GRAND TOTAL PROJECT COST	**$222,672**

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

(TO BE ADDED AT CONTRACT AWARD)

PI625I02 **TRAVIS COUNTY** 5/30/08
Purchase Requisition 07:33:29

Number . . . . . : 0000439594
Type . . . . . : 1 PURCHASE REQUISITION
Status . . . . . : AUDITOR APPROVAL
Reason . . . . . : 53935 ENCUMBER $$ PENDING AWARD ATTN: M BRICE
By . . . . . : BRUNIDLA CRUZ 854-7679
Date . . . . . : 5/06/08
Vendor . . . . . : 5767 HDR ENGINEERING INC
Contract nbr . . . . :
Ship to . . . . . : Z1 TNR ADMIN - 11TH FLR
Deliver by date . . . : 5/06/08
Buyer . . . . . :
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
_	1	222672.00	DOL	ENGINEERING SERVICES FOR THE 2005 BOND IMPERIAL VALLEY DRAINAGE +

Total: 222672.00

F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

Last updated 4:24pm 6/6/2008

GM200I13 **TRAVIS COUNTY** 5/30/08
Fiscal Year 2008 **Account Balance Inquiry** 07:34:01

Account number . . . :	473-4931-808.81-66	
Fund . . . . . :	473	U/T ROAD BONDS 2006
Department . . . . . :	49	TNR (TRANS & NATRL RESRC)
Division . . . . . :	31	RD CAPACITY/BRIDGE REPLMT
Activity basic . . . :	80	CAPITAL PROJECTS
Sub activity . . . . :	8	INFRA&ENV SVS (TRANS&RDS)
Element . . . . . :	81	CAPITAL OUTLAY
Object . . . . . :	66	PURCHSRV INFRAST DRAINAGE

Original budget . . . . . :	0		
Revised budget . . . . . :	225,000	05/08/2008	
Actual expenditures - current . :	.00		
Actual expenditures - ytd . . . :	.00		
Unposted expenditures . . . . . :	.00		
Encumbered amount . . . . . :	.00		
Unposted encumbrances . . . . . :	.00		
Pre-encumbrance amount . . . . . :	222,672.00		
Total expenditures & encumbrances:	222,672.00	99.0%	
Unencumbered balance . . . . . :	2,328.00	1.0	

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

11

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 6/5/08

Voting Session: Tuesday, June 10, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. SL030126LC, BEARINGPOINT, INC., FOR SERVICE LEVEL AGREEMENT WITH EPAY ATTACHMENT. (COUNTYWIDE)

Points of Contact:

Purchasing: Lori Clyde 854-4205
Department: County Clerk: Dana DeBeauvoir, Susan Bell, David Ferris; ITS: Joe Harlow 854-9372, Chris Cox, 854-9154 ; Alicia Perez, Executive Manager
County Attorney (when applicable): Barbara Wilson
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other: Judge John Dietz; Amalia Rodriguez-Mendoza, District Clerk; Steven Broberg, Records Management

- **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 statute. This contract provides a Service Level Agreement and an ePay Attachment from Texas OnLine and BearingPoint that currently allows county departments and elected officials to accept credit cards as payment for services, fines and fees.

  On June 10, 2003, Commissioners Court approved a Service Level Agreement (SLA) and an ePay Attachment with BearingPoint. The SLA provides for amendments to add additional applications. In 2005 an application to allow for the electronic filing of documents for cases in the District and County Courts was added. Initially, the e-Filing project was for the District Clerk with the County Clerk to be added at a later date upon approval of the implementation plan. At this time, Travis County would like to extend e-filing to the Civil County Courts and BearingPoint has agreed. The County Clerk recommends approval of Modification No. 5, which includes the test/implementation plan and timeline for the Civil County Courts. The auditor's office has approved the e-filing reconciliation plan.

  There is no immediate budgetary impact to Travis County. All hardware and software costs associated with the eFiling Project are within the original eFiling budget.

  Modification No. 4, approved by the Purchasing Agent, June 9, 2006, extended the expiration date to December 31, 2009.

Modification No. 3, approved in Commissioners Court December 13 2005, added an application to allow for the electronic filing of documents for cases in the District and County Courts. This was Phase I for the Civil District Courts.

Modification No. 2, approved in Commissioners Court April 13, 2004, added the Office of the Constable, Precinct Two to the ePay Agreement.

Modification No. 1, approved in Commissioners Court January 27, 2004, added the Office of the Constable, Precinct Three to the ePay Agreement.

- **Contract Modification Information:**

  Modification Amount: N/A
  Modification Type: This is a revenue generating contract.
  Modification Period: June10, 2008 through December 31, 2009

DANA DeBEAUVOIR
Travis County Clerk

(512) 854-9188
P. O. Box 149325, Austin, TX 78714-9325
5501 Airport Boulevard, Austin, Texas 78751-1410
(Recording, Elections, Computer Resources, Accounting, and Administration Divisions)
1000 Guadalupe, Austin, Texas 78701-2328
(Misdemeanor Records, Civil/Probate, and Records Management Divisions)
www.co.travis.tx.us

April 10, 2008

TO: Lori Clyde

FROM: Dana DeBeauvoir

SUBJECT: Ready to Begin eFiling

Attached please find our test/implementation plan and written reconciliation approval from the Auditor.

Our office is ready to move forward with implementation of efiling for civil and probate case documents. We understand that the next step will be for your office to place this item on the Commissioners Court agenda.

We are very eager to start this process. Thank you for your help.

From: Cindy Bohanan
To: David Jungerman
Date: 2/14/2008 4:22 PM
Subject: Re: e-file

CC: Dana Debeauvoir; Susan Bell
Thank you David.

Cindy Bohanan, CPA, MBA
Financial Manager
Travis County Clerk's Office
512-854-4232
512-854-3216 (fax)

>>> David Jungerman 2/14/2008 4:17 PM >>>
Your e-file recon has been approved.

MODIFICATION OF CONTRACT NUMBER: SL030126LC SLA/Epay Attachment w/ Texas Online/BearingPoint (Countywide) **PAGE 1 OF 5 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Lori Clyde** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **May 27, 2008**
ISSUED TO: **BearingPoint, Inc.** **111 Congress Ave., Suite 1100** **Austin, Texas 78701**	MODIFICATION NO.: **5**	EXECUTED DATE OF ORIGINAL CONTRACT: June 10, 2003

ORIGINAL CONTRACT TERM DATES: **June 10, 2003 – June 9, 2006** CURRENT CONTRACT TERM DATES: **June 10, 2003 – December 31, 2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____ Current Modified Amount $_____.

DESCRIPTION OF CHANGES:

RECITALS

County and BearingPoint entered into a Service Level Agreement for participation in Texas Online on June 10, 2003 ("Agreement"). The Agreement provides for amendments to add additional applications. This is the fifth amendment. County has added an application to allow for the electronic filing documents in cases before the district and county courts. County wants to implement the County Clerk portion of that application and BearingPoint has agreed.

AGREEMENT

The parties agree to change the terms and conditions stated in Modification No. 3 to this Agreement as follows:

1.0 Pursuant to 2.1 of Attachment C, the County Clerk is presenting this amendment to the Service Level Agreement with a Certification of Costs related to Texas Online and Commissioners Court for approval and as registration with the EFM.

2.0 The Attachment lettered C and named Texas Electronic Framework Travis County e-Filing Attachment C to Service Level Agreement is amended as follows:

2.1 Paragraph 2.51 is inserted between the end of 2.5 and the beginning of 2.6:

2.51 All tasks described in Exhibit 1 or listed in Exhibit 2 or both shall be completed no later than August 8, 2008 and BearingPoint shall implement a fully functional project for the County Clerk.

2.2 Pursuant to 2.19, initially BearingPoint shall implement an EFM for the County Clerk using the Export features. The County Clerk may change the selected feature upon coordination with BearingPoint. Initially the County Clerk selects the FTP communications protocol. The County Clerk may change the selected communications protocol upon coordination with Bearing Point.

2.3 Paragraph 2.26 is deleted and the following paragraph is inserted in its place:

2.26 Implementation by County Clerk

This project is being implemented by and for the County Clerks by this Modification No. 5.

3.0 The exhibits attached to this Modification No. 5 and listed below are made part of this Agreement and Texas Electronic Framework Travis County e-Filing Attachment C to Service Level Agreement.

3.1 Exhibit 1, Three pages entitled County Clerk E-Filing Process

3.2 Exhibit 2, Untitled single page with columns listing Task Name, Duration, Start, Finish, Predecessors and Resource Names.

4.0 County and BearingPoint hereby incorporate the Agreement into this amendment. Except for the changes made in this Amendment No. 5, County and BearingPoint hereby ratify all of the terms and conditions of the Agreement. This amendment is effective on the date on which it is approved by the Travis County Commissioners Court.

Note to Vendor:

[ ] Complete and execute (first) one portion of the signature [illegible] copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your [illegible]

LEGAL BUSINESS NAME: BearingPoint, Inc. BY: _____ SIGNATURE BY: Gary Millico PRINT NAME TITLE: Vice President ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 6/2/08
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

EXHIBIT 1

COUNTY CLERK E-FILING PROCESS

1. **Filing process:**
   a. The filings are processed first by filer's selected **EFSP** (electronic filing service provider) who routes them to Texas Online (TOL). TOL performs certain checks to ensure the filing meets their standards and then routes them to the Travis County Clerk-Civil Division.
   b. The filings go into a queue for the e-Filing clerk to process. The e-Filing clerk will review the file and documents, make necessary fee changes, and verify the payment amount. The clerk will either accept or reject the filing.
   c. Verification of the correct jurisdiction will be made prior to acceptance of filings.
   d. If the filing is rejected due to an unmet application rule, the clerk must enter information in the comment field and return the rejection to the filer.
   e. If accepted, Clerk determines which filing fees should be receipted based upon information supplied by Texas Online (TOL). The fees to be receipted include the Clerk's e-Filing fee; the appropriate filing fee based upon the type of filing (will not apply to all filings); any issuance, copy (TCOP: $ varies by # of pages) and service fee based upon the attorney's instructions. A receipt is generated for the Filer.
   f. Accepting a filing will cause the filer's credit card to be debited. A confirmation is generated and returned to the EFSP. Filings received after business day at 5pm or weekend will be processed on the next business day.

2. **Initial reconciliation process:**
   a. The start of the next business day, a reconciliation will be performed to ensure the number of filings equal the number of transactions on the Closeout Report. The e-File staff will import the Closeout Report (provided by Bearing Point) into Excel for the previous day's transactions. The Close out Report contains detailed information on the prior day's activity. As a receipt is matched to the Closeout Report, the receipt number is entered next to that listed transaction. The TOL Payment Exception Report will also be generated to reconcile accepted filings with failed payments.
   b. A month-to-date Exception report will be ran daily by the Accounting Division staff to monitor for unpaid filings. Bearing Point guarantees that we will receive funds for any unpaid filings, and they will submit funds on these unpaid items by the 10th day of the next month after the filing. We will reconcile the month=to-date exception report against this payment from Bearing Point to verify that we received all unpaid filing from each month. All un-reconciled items will be followed up on with Bearing Point.
   c. If there is a receipt issued for which there is no listing on the TOL Daily, e-File clerk will verify within the County Clerk's Document Management System (DMS) the existence of that filing. If the e-Filing exists, the clerk will resolve the discrepancy between the receipt and the TOL Daily. If there is a listing on the TOL Daily for

which there is no remote receipt, the e-File clerk will verify the existence of that e-Filing against the Payment Exception Report.

3. **e-File Clerk Daily Reconciliation Process:**
   a. On the day of the filing, the e-File clerk will manually enter the information into FACTS or MAPPER to process and confirm fee amounts.
   b. The transaction is entered into FACTS and the payment receipted to a register designated as the TOL remote receipt register. A receivable will automatically be reflected on the general ledger for the amount of the receipt.
   c. The trace number will be entered into FACTS programs as it will be used for the accounting reconciliation process and as a cross reference between both systems. The MAPPER program will be reconciled by the cause number due to program restraints.
   d. Daily reports from MAPPER and FACTS will be printed to review for accuracy and completeness before the close of the business day.
   e. Copies of the TOL reports and the MAPPER and FACTS programs will be submitted to the Accounting Division for review and verification of deposits received.
   f. New cases require a cause number and court assignment before a filing can be accepted.

4. **Accounting Reconciliation process:**
   a. The e-File clerk will provide copies of the reconciled TOL Daily and Daily Close-Out Reports by the next business day to the accountant responsible for reconciling the TOL payments to the bank account.
   b. Accountant will verify the existence and accuracy of the transfer of data and payment into the MAPPER or FACTS programs by reconciling the daily transaction reports in those programs against the reports provided by the e-File Clerk Supervisor. Due to program limitations, the cross reference will be by Trace Number ID supplied by TOL on the Closeout Report.
   c. Accountant will reconcile the bank account credit card deposits to the e-File Closeout reports on the 3rd business day for timeliness and completeness. All discrepancies will be communicated with the e-File clerk Supervisor for resolution and research. Discrepancies will be compiled on an excel list with noted process and final clearance.
   d. All failed payments will be monitored to ensure proper payment by Bearing Point by the 10th day following the close of the month. Upon receipt of money from Bearing Point, e-Filing clerks will be requested to enter the information into the proper program for Treasury transfer to be completed and accurate.
   e. Charge-backs will be controlled and submitted to the bank by the Accounting Department upon request from e-Filing supervisor. A request for reimbursement must be submitted with proper documentation and proper authorizing signature. Refunds will be processed using the ePay Customer website. The original transaction will be located and a partial or full refund will be made according to the reimbursement request received.

f. All chargebacks will be netted against new deposits from Bearing Point. A reconciliation will be performed and crossed reference in the daily reports when necessary.

5. **Revenue transfer process**:
   a. Payments processed through TexasOnline are directed to the appropriate bank account. Payments pending by month end will be noted as a deposit in transit on our month end bank reconciliation. Failed transactions will be recorded as a receivable at month end.
   b. When the deposit is received by the Clerk's Office, the Clerk will then transfer the related remote receipts in FACTS. This will post a decrease to the receivable balance and an increase to cash on the general ledger. These transactions will then be picked up by the feebook and can therefore be disbursed from the fee account to the Treasurer.

6. **Reporting process**:
   a. By use of the remote receipting process, any fees collected through TOL will be included in the standard reports produced by FACTS on a monthly basis. In addition, at the end of each fiscal year quarter, the County Clerk will send to the Auditor a listing of all the filing fees derived from the TOL site, including type of fee, amount, and date range the fee is in effect.
   b. A $2.00 cost recovery fee has been approved by the Commissioner's Court to cover the cost of implementation of the eFiling interface with Texas Online. The County estimated $203,329 of implementation costs which included the hardware, software and technology systems. The County does have the option of switching from a cost recovery to a cost re-occurring model by completing a new CFO letter. The cost recovery is shared between the Travis County Department of the District Clerk and County Clerk. The Departments will combine their reconciliation process to ensure that the fees collected do not exceed the costs. On an annual basis the County Clerk will supply to the District Clerk the number causes filed, the number of e-filing causes. When the fees collected for the cost recovery 65% recovered, the County Clerk will submit to the District Clerk the information on a monthly basis. At the time of full recovery and no other implementation costs have occurred or the switch has been approved, the County Clerk's office will terminate the fee.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**Standard local rules**	**1 day**	**Tue 4/18/06**	**Tue 4/18/06**		
2	Rules approved by Supreme Court	1 day	Tue 4/18/06	Tue 4/18/06		Supreme Court
3	**SLA Amendment**	**4 days**	**Tue 6/10/08**	**Fri 6/13/08**		
4	Approved by Travis Commissioner's	1 day	Tue 6/10/08	Tue 6/10/08		Travis
5	Submitted to BearingPoint	3 days	Wed 6/11/08	Fri 6/13/08	4	Travis
6	**Jurisdiction Profile**	**16 days**	**Mon 6/16/08**	**Mon 7/7/08**		
7	BearingPoint creates Civil/Probate test systems	5 days	Mon 6/16/08	Fri 6/20/08	5	BearingPoint
8	Travis UAT test systems	5 days	Mon 6/23/08	Fri 6/27/08	7	Travis
9	Resolve Issues	5 days	Mon 6/30/08	Fri 7/4/08	8	BearingPoint,Travis
10	Travis approves test version	1 day	Mon 7/7/08	Mon 7/7/08	9	Travis
11	**Electronic filing bank account**	**2 days**	**Mon 6/16/08**	**Tue 6/17/08**		
12	Verify banking information	2 days	Mon 6/16/08	Tue 6/17/08	5	BearingPoint
13	**Training**	**1 day**	**Tue 7/8/08**	**Tue 7/8/08**		
14	BearingPoint provides training to County Staff	1 day	Tue 7/8/08	Tue 7/8/08	10	BearingPoint
15	**CMS/DMS interface**	**34 days**	**Mon 6/16/08**	**Thu 7/31/08**		
16	BearingPoint establish connectivity with Travis County	14 days	Mon 6/16/08	Thu 7/3/08	5	BearingPoint,Travis
17	Vista completes installation of test interface	14 days	Mon 6/16/08	Thu 7/3/08	5	Vista
18	**BearingPoint, Vista, and County test interface**	**14 days**	**Fri 7/4/08**	**Wed 7/23/08**	17	**BearingPoint,Travis,Vi**
19	**Resolve Issues**	**5 days**	**Thu 7/24/08**	**Wed 7/30/08**	18	**BearingPoint,Travis,Vi**
20	**Vista approves move to production mode**	**1 day**	**Thu 7/31/08**	**Thu 7/31/08**	19	**Vista**
21	**Production**	**6 days**	**Fri 8/1/08**	**Fri 8/8/08**		
22	County approves move to production	1 day	Fri 8/1/08	Fri 8/1/08	20	Travis
23	Vista completes installation of prod interface	5 days	Mon 8/4/08	Fri 8/8/08	22	Vista
24	BearingPoint move to production	0 days	Fri 8/8/08	Fri 8/8/08	23	BearingPoint
25	Travis County Go-live	0 days	Fri 8/8/08	Fri 8/8/08	24	Travis

Last updated 4:24pm 6/6/2008

14

Travis County Commissioners Court Agenda Request

Voting Session 06/10/08 (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:

1) **Consider and grant an exemption from platting requirements for, and/or take other appropriate action on Toro Canyon Condominium Project - eleven single-family detached units (6.694 acres located at 3807 Toro Canyon Road – water to be provided by City of Austin, wastewater to be provided by on site sewerage facilities permitted by Travis County).**
2) **Approve a construction agreement for Toro Canyon Condominium project.**

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:

Teresa Calkins: 854-7569
Anna Bowlin: 854-7561 Chris Gilmore: 854-9415

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 30, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Planning and Engineering Services

SUBJECT: Toro Canyon Condominium Project

PROPOSED MOTION:

1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on Toro Canyon Condominium Project - eleven single-family detached units (6.694 acres located at 3807 Toro Canyon Road – water to be provided by City of Austin, wastewater to be provided by on site sewerage facilities permitted by Travis County).
2) Approve a construction agreement for the Toro Canyon Condominium Project.

SUMMARY AND STAFF RECOMMENDATION:

This proposed condominium project consists of one 6.694 acre tract. The legal lot description is: A 6.694 Acre tract of land out of the William Brown Survey No. 2, Abstract No. 72, in Travis County Texas, being the same tract as described in Volume 13321, page 1375, Deed Records of Travis County Texas. A parkland fee of $6,467.88 and construction inspection fee of $565.00 has been paid to Travis County by the applicant.

The condominium development consists of eleven detached single-family structures. Water will be provided by City of Austin. There are no onsite sewage facility, drainage, or floodplain issues associated with the development. The development will have access to Toro Canyon Drive, a Travis County maintained road. Travis County ESD # 9 reviewed and approved the proposed site plan. The drives within the development will be private. Maintenance and taxes will be the responsibility of the condominium association.

This condominium project will be constructed in its entirety in one phase. In order to provide assurance to the Court that infrastructure improvements will be completed prior to occupancy of the residences, the developer has executed and provided a Condominium Construction Agreement, a copy of which is attached to this memorandum.

As this application meets Travis County standards, TNR staff recommends:
1) granting an exemption to platting for the proposed condominium project; 2) approval of the construction agreement.

ISSUES:
None.
BUDGETARY AND FISCAL IMPACT:
None.
REQUIRED AUTHORIZATIONS:
None.
EXHIBITS:
Location maps, proposed plan
Condominium Construction Agreement

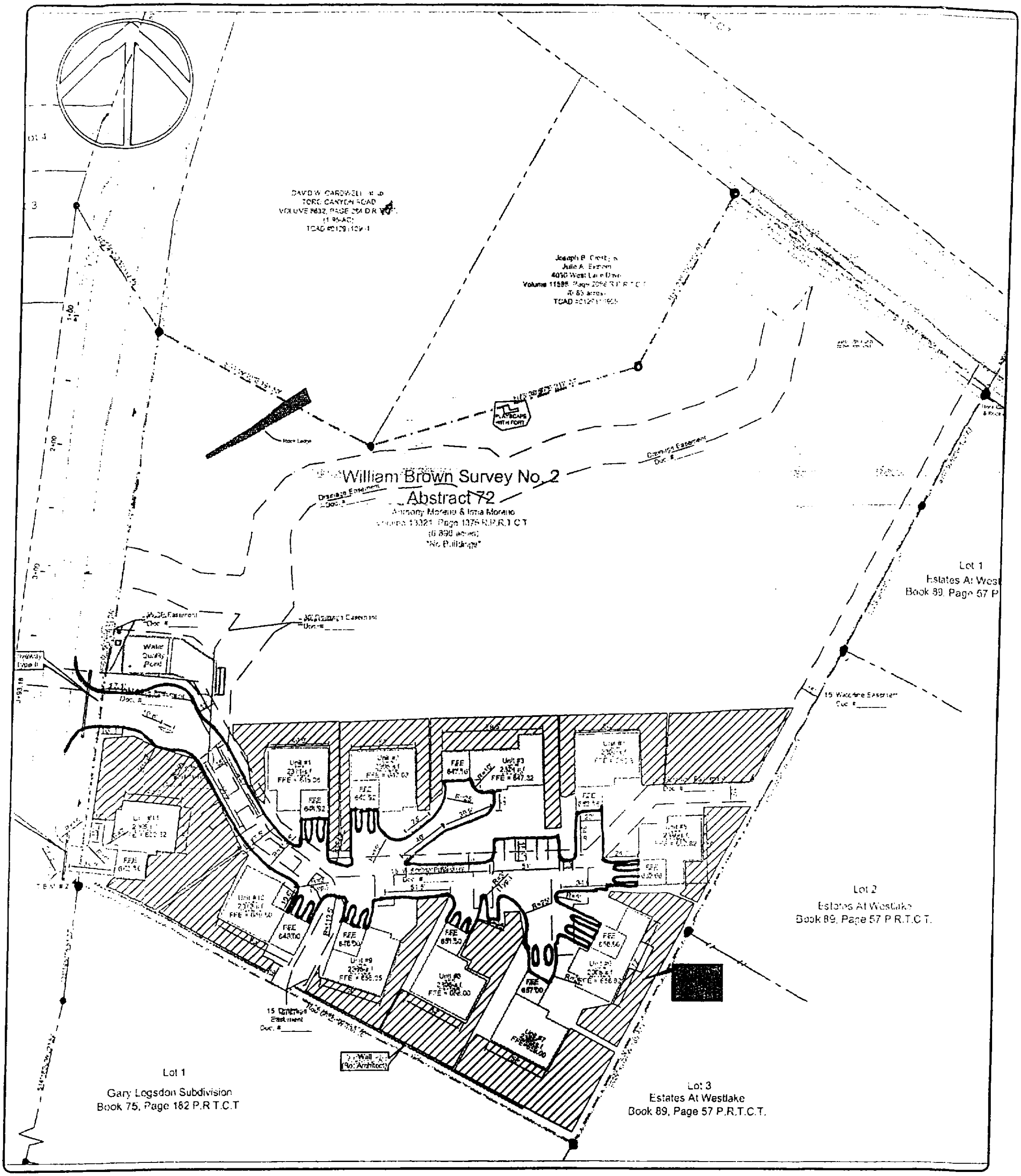
AMB: tlc 0206

This condominium project will be constructed in its entirety in one phase. In order to provide assurance to the Court that infrastructure improvements will be completed prior to occupancy of the residences, the developer has executed and provided a Condominium Construction Agreement, a copy of which is attached to this memorandum.

As this application meets Travis County standards, TNR staff recommends:
1) granting an exemption to platting for the proposed condominium project; 2) approval of the construction agreement.

ISSUES:
None.
BUDGETARY AND FISCAL IMPACT:
None.
REQUIRED AUTHORIZATIONS:
None.
EXHIBITS:
Location maps, proposed plan
Condominium Construction Agreement

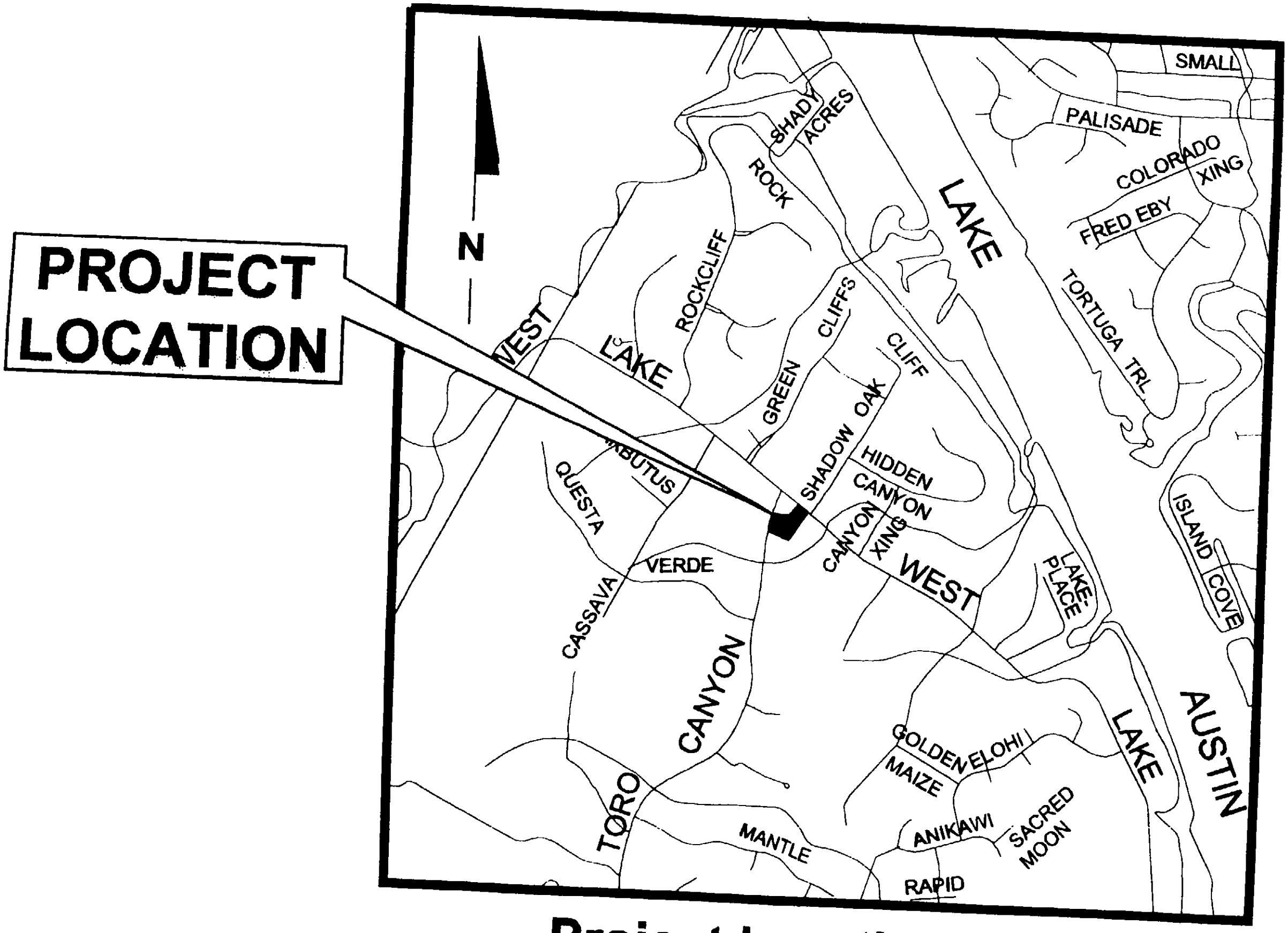
AMB: tlc 0206



GARRETT-IHNEN CIVIL ENGINEERS	3600 WEST PARMER LANE SUITE 212 AUSTIN, TEXAS 78727 TELEPHONE: (512) 454-2400 FACSIMILE: (512) 454-2420	Toro Canyon Exhibit "B"

Date: 05-29-08

Last updated 4:24pm 6/6/2008



Project Location Map

N.T.S.

Mapsco Page #554
City of Austin Grid #G27

Last updated 4:24pm 6/6/2008

Travis County Roadways, Map C

Legend

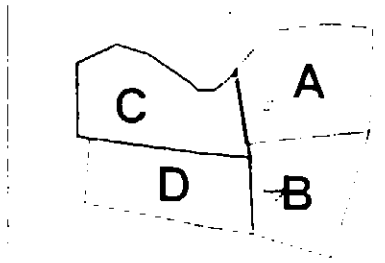
Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated Private
- Railroad
- Creek
- Water Body
- Incorporated Area

Commissioner Precinct

- Precinct 2
- Precinct 3

Travis County Location Map



Precinct 3

City of Leander

City of Cedar Park

Cedar Park

City of Austin

Village of Volente

City of Jonestown

City of Lago Vista

SITE

Text Scale

TORO CANYON CONDOMINIUM PROJECT
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between The Brohn Group Ltd., a Texas limited partnership, (the **"Developer"**), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the **"County"**), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the **"Regime"**) on approximately 6.69 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the **"property"**) and desires to develop the Regime in one phase.

B The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the **"Private Roadway"**) and drainage improvements (the **"Drainage Improvements"**) described in the Toro Canyon site Plan for 4026 Westlake Dr. Austin, TX 78746 (**"Construction Plans"**).

C The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "B".

D The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1 Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of $6,467.88. In addition, the Developer shall pay inspection fees in the amount of $1.25 per linear foot of street, in the total amount of $516.5, to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be affective on the date fully executed by the parties.

COMPANY NAME

By: [signature]

By: THE BRION COMPANIES

Printed Name: [illegible]

Title: MANAGING MEMBER

Date: MAY [illegible] 2008

TRAVIS COUNTY, TEXAS

By:_____
Samuel T. Biscoe, County Judge

Date:_____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 7th day of MAY, 2008, by ADAM BOENIG, MANAGING MEMBER of THE BROHN GROUP, ~~Inc.~~ LTD. of Texas, Inc., a LTD. PARTNERSHIP ~~Corporation~~, on behalf of said corporation and partnership.

YVONNE COFFEY
Notary Public, State of Texas
My Commission Expires
June 29, 2011

Yvonne Coffey
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of _____, _____, by _____ of Travis County, Texas in the capacity stated.

_____
Notary Public, State of Texas

After Recording Return to:
Travis County, Texas
Attn: Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

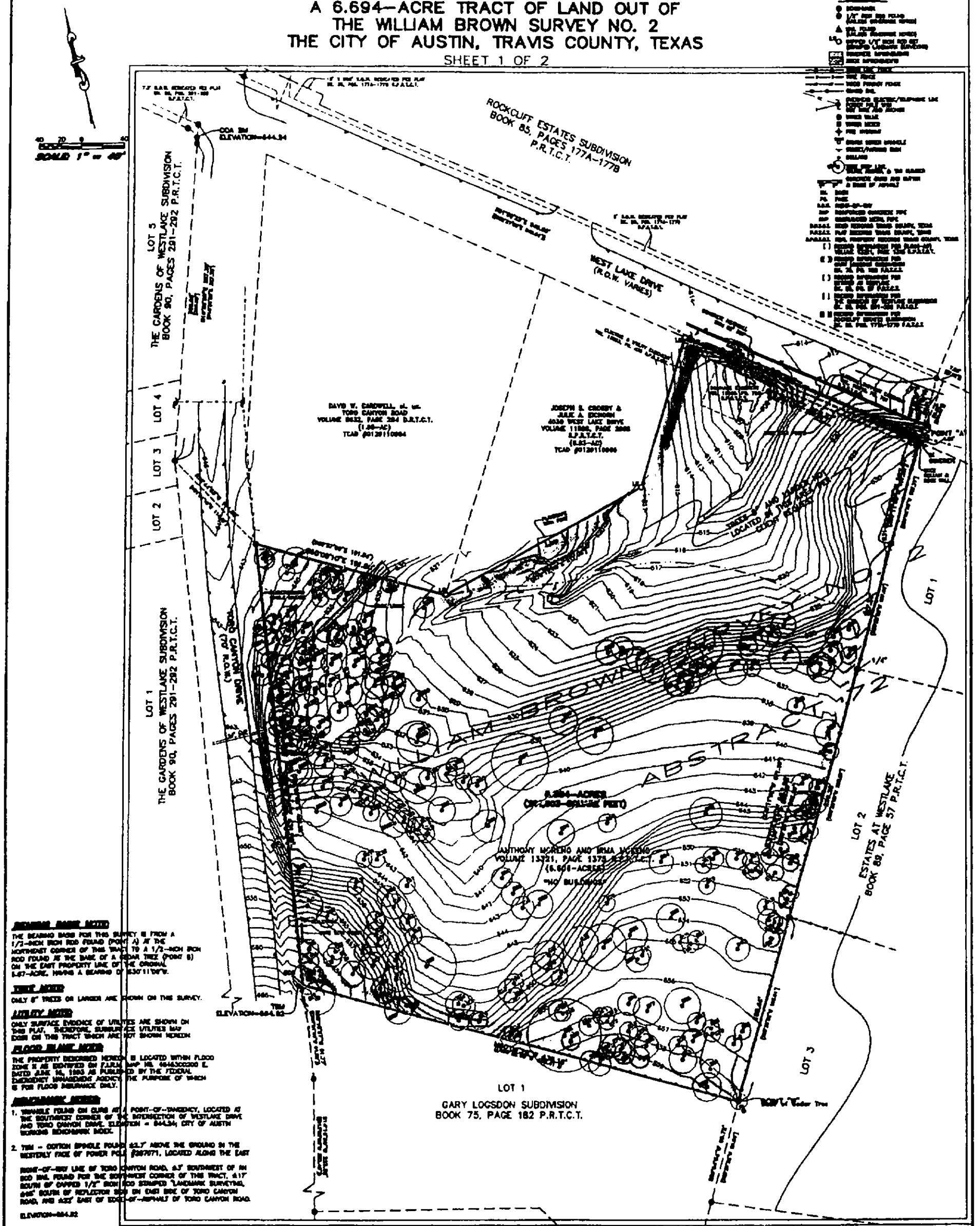
Exhibit "A"

The Property

A 6.694 acre tract of land out of the William Brown Survey No. 2, Abstract No. 72 in Travis County, Texas, Being the same tract as described in Volume 13321 Page 1375, Deed Records of Travis County, Texas.

ALTA/ACSM LAND TITLE, TOPOGRAPHIC AND TREE SURVEY OF A 6.694-ACRE TRACT OF LAND OUT OF THE WILLIAM BROWN SURVEY NO. 2 THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

SHEET 1 OF 2



BEARING BASIS NOTES

THE BEARING BASIS FOR THIS SURVEY IS FROM A 1/2-INCH IRON ROD FOUND (POINT A) AT THE NORTHWEST CORNER OF THIS TRACT, TO A 1/2-INCH IRON ROD FOUND AT THE BASE OF A CEDAR TREE (POINT B) ON THE EAST PROPERTY LINE OF THE ORIGINAL 1.67-ACRE, HAVING A BEARING OF S30°11'06"E.

TREE NOTES

ONLY 8" TREES OR LARGER ARE SHOWN ON THIS SURVEY.

UTILITY NOTES

ONLY SURFACE EVIDENCE OF UTILITIES ARE SHOWN ON THIS PLAT. THEREFORE, SUBSURFACE UTILITIES MAY EXIST ON THIS TRACT WHICH ARE NOT SHOWN HEREON.

FLOOD PLAIN NOTES

THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN FLOOD ZONE X AS IDENTIFIED ON F.I.R.M. MAP NO. 48453C0305 E, DATED JUNE 16, 1993 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE PURPOSE OF WHICH IS FOR FLOOD INSURANCE ONLY.

BENCHMARK NOTES

1. TBM/ANGLE FOUND ON CURB AT A POINT-OF-TANGENCY, LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WESTLAKE DRIVE AND TORO CANYON DRIVE, ELEVATION = 644.34; CITY OF AUSTIN BENCHMARK INDEX.

2. TBM - COTTON SPINDLE FOUND 43.7' ABOVE THE GROUND IN THE WESTERLY FACE OF POWER POLE #267971, LOCATED ALONG THE EAST RIGHT-OF-WAY LINE OF TORO CANYON ROAD, 6.3' SOUTHEAST OF AN IRON PIN FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT, 6.17' SOUTH OF CAPPED 1/2" IRON ROD STAMPED "LANDMARK SURVEYING, 6.66' SOUTH OF REFLECTOR BOX ON EAST SIDE OF TORO CANYON ROAD, AND 42.2' EAST OF EDGE-OF-ASPHALT OF TORO CANYON ROAD.

ELEVATION=664.82

To Save Canyon Luxury Homes, LLC, Independence Title Company, and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

LANDMARK SURVEYING, LP

Justin Lee Crow, R.P.L.S.
Registration No. 6002
Date: October 30, 2006

COMMITMENT NOTES

ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE AND THOSE RECORDED EASEMENTS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY ACCORDING TO COMMITMENT NO. 0618408-ARB, EFFECTIVE AUGUST 31, 2006 ARE SHOWN OR DEPICTED HEREON, EITHER THAN VISIBLE EASEMENTS, NO UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST ARE SHOWN HEREON.

ENCUMBRANCE, COVENANTS AND EASEMENTS NOTES

1. RESTRICTIVE COVENANTS AS DESCRIBED IN VOLUME 1811, PAGE 383 OF THE DEED RECORDS TRAVIS COUNTY, TEXAS DO AFFECT THE SUBJECT TRACT.

2. A BLANKET EASEMENT GRANTED TO THE CITY OF AUSTIN FOR ELECTRIC LINES, SYSTEMS, AND TELEPHONE LINES AS DESCRIBED IN VOLUME 3602, PAGE 844 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND AS REPLACED BY AN ELECTRIC UTILITY EASEMENT AS DESCRIBED IN VOLUME 13313, PAGE 439 OF THE REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS DOES AFFECT AND SHOWN HEREON.

3. A DRAINAGE EASEMENT GRANTED TO TRAVIS COUNTY OF THE STATE OF TEXAS FOR CONSTRUCTION AND MAINTENANCE OF A STORM WATER DRAINAGE "SPS" AS DESCRIBED IN VOLUME 10366, PAGE 788 OF THE REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS DOES AFFECT AND SHOWN HEREON.

4. A LATERAL SUPPORT EASEMENT GRANTED TO TRAVIS COUNTY OF THE STATE OF TEXAS AS DESCRIBED IN VOLUME 10366, PAGE 791 OF THE REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS DOES AFFECT AND SHOWN HEREON.

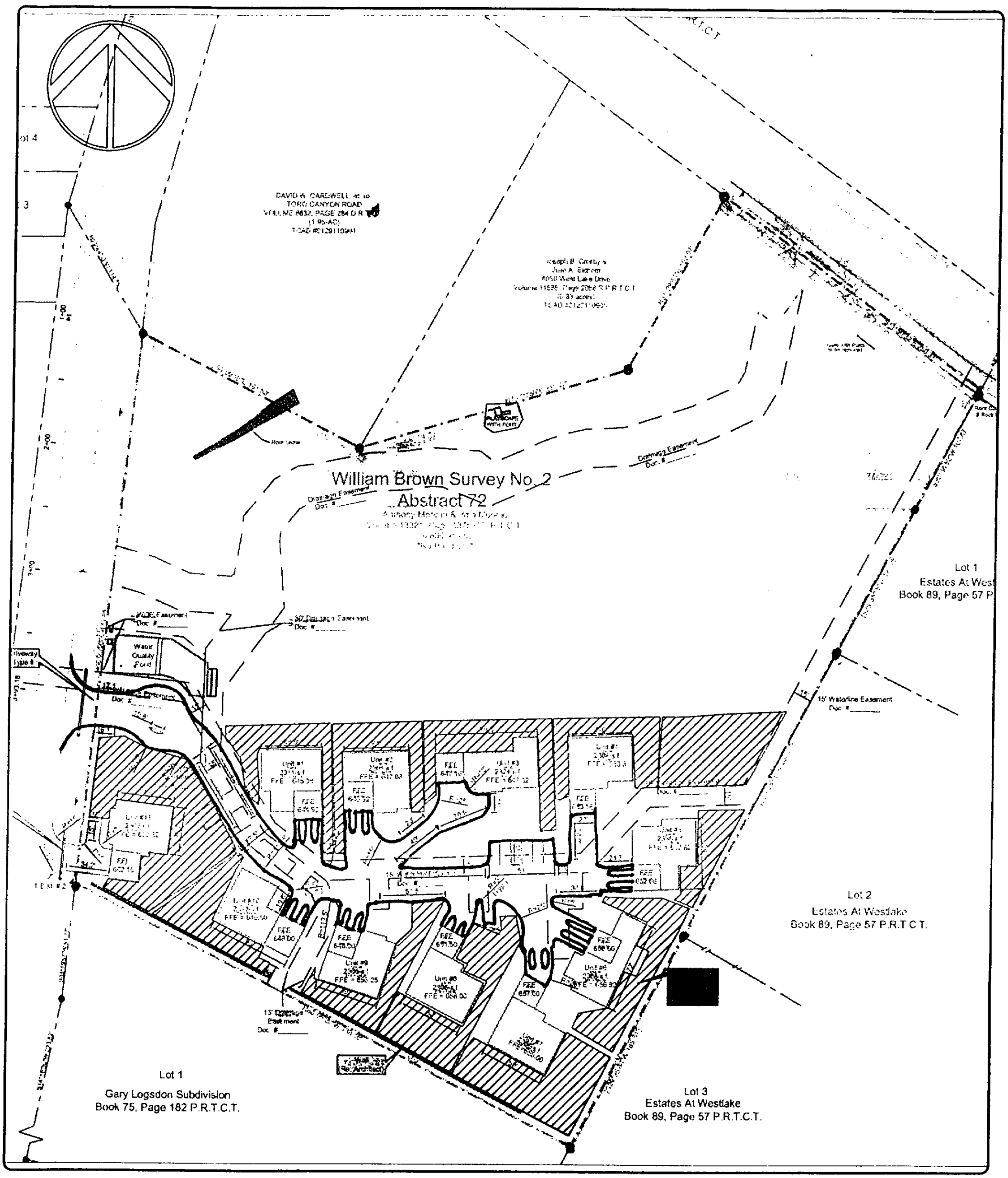
WITH REGARD TO THE HEREON SIGNED REGISTERED PROFESSIONAL LAND SURVEYOR'S ADDRESSING OF "EXCEPTIONS FROM TITLE" SHOWN ON SCHEDULE B, COMMITMENT NO. 0618408-ARB, EFFECTIVE AUGUST 31, 2006, USE OF THE TERM "AFFECTS" INDICATES ONLY THAT THE EXCEPTION LIES PARTIALLY OR WHOLLY WITHIN THE BOUNDARY LINES OF THE SURVEYED TRACT OF LAND DEPICTED HEREON AND IS NOT INTENDED AS A STATEMENT OF LEGAL ACCEPTABILITY OF SAID EXCEPTION.

Landmark SURVEYING, LP
1301 S. CAPITAL OF TEXAS HWY.
BUILDING B, SUITE 515
AUSTIN, TEXAS 78746
PH: (512)888-7411 FAX: (512)888-7413

EXHIBIT B
FACILITIES

EXHIBIT C

Restrictive Covenant Regarding the Maintenance of Drainage Facilities – June 7, 2006
325918-3 04/29/2008



GARRETT-IHNEN
CIVIL ENGINEERS

3600 West Parmer Lane
Suite 212
Austin, Texas 78727
Telephone: (512) 454-2400
Facsimile: (512) 454-2420

Toro Canyon

Exhibit "B"

Date:
05-29-08

15

Travis County Commissioners Court Agenda Request

Voting Session 6 / 10 / 08 (Date)

Work Session _____ (Date)

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on a request from the City of Austin / Austin Energy for an Electric Utility Easement across County-owned property from Blue Bluff Road, to provide electrical utility service to the East Service Center, located in Precinct One.

C. Approved by: _____
Commissioner Ron Davis, Precinct 1

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Joseph P. Gieselman, TNR	854-9383	Greg Chico, P.E., TNR	854-9383
Steve Manilla, P.E., TNR	854-9429	Mike Martino, TNR	854-7646
Don Ward, P.E., 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 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)

__X__ 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 Monday for the following week's meeting. Late or incomplete requests will be deferred.

c:\alldocs\agenreq130.doc

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

COURT DATE: 6 / 10 / 08

AGENDA ITEM #

MEMORANDUM

DATE: May 30, 2008

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Austin Energy Electrical Easement for East Service Center

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

The City of Austin, Austin Energy, is requiring an electric utility easement (Exhibit "A") in order to provide electrical service to the Travis County, East Service Center currently under development on property located in Precinct One. This easement is (1) standard for provision of utility service, and (2) required by both Austin Energy and Travis County for electrical service at the site. TNR recommends granting this easement, and execution of the attached document.

FISCAL AND BUDGETARY IMPACT

There is no fiscal or budgetary impact to Travis County associated with the proposed easement.

ISSUES AND OPPORTUNITIES

Necessary for utility service to the County's East Service Center; sole beneficiary = Travis County.

REQUIRED AUTHORIZATION

County Attorney – John Hille, and/or Chris Gilmore

EXHIBIT A) Proposed Electric Utility Easement for Austin Energy

JPG:gc

copy: Steve Manilla, P.E., Public Works Director
Don Ward, P.E., Division Director, Road, Bridge and Fleet Services
Greg Chico, Right-of-Way Manager
Mike Martino, Right-of-Way Negotiator

c:\alldocs\CCMM130.doc

EXHIBIT "A"

Easement No._____
File No. 16815
Address: 10700 Blue Bluff
Initials: sp

ELECTRIC UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: _____

GRANTOR: Travis County
A political subdivision of the State of TX

GRANTOR'S ADDRESS: P.O. Box 1748
Austin, TX 78767

GRANTEE: CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. BOX 1088
AUSTIN, TRAVIS COUNTY, TX 78767

PROPERTY: Being two tracts: (1) 1.83 acres out of the Reuben Hornsby Survey No. 17, Abstract 15, Travis County, TX and being the same property described in Deed recorded as Document No. 2007063718, Official Records, Travis County, TX and (2) being a part of a 122.828 acre tract of land in the Reuben Hornsby Survey and being the same property described in Deed recorded in Volume 10029, at Page 0340, Official Records, Travis County, Texas

GRANTOR for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under, and across the Property to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable structures and appurtenances (the "Facilities") in the Easement for the purposes stated above.

9/6/07

GRANTEE shall have the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes, and to cut or trim trees and shrubbery and remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities in the Easement for the purposes stated above.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind, in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation or contour of the land which would impair Grantee's access to its Facilities.

After final construction and installation of the Facilities, the easement hereby granted shall be limited to an area extending five feet on all sides of the actual installed location of the FACILITIES (the "Easement Area") and this easement shall no longer be in force or effect thereafter as to those portions of the Property outside the easement.

GRANTOR reserves the right to replace this Easement with a replacement easement ("Replacement Easement") containing a surveyed metes and bounds description of the easement area. The survey and metes and bounds description shall be prepared at Grantor's expense. This Easement shall remain in full force and effect until such time as the Replacement Easement has been accepted by GRANTEE and duly recorded.

TO HAVE AND HOLD the same unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property for the purposes hereinabove stated.

GRANTOR does hereby covenant and bind itself and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

GRANTOR:

Travis County
A political subdivision of the State of TX

_____
Signature

_____
Print Name

_____
Title

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this _____ day of _____, 200__ by (Name) _____,
(Title) _____, on behalf of
Travis County, a political subdivision of the State of TX

_____
Notary Public, State of Texas

_____
Notary's Printed or Typed Name

_____
Notary's Commission Expires

AFTER RECORDING, RETURN TO:
City of Austin - Austin Energy
721 Barton Springs Road
P. O. Box 1088
Austin, Texas 78767-8814
Attn: Christine Esparza
Blanket Electric Utility Easement
Revised 06/15/07

9/6/07

17

Travis County Commissioners Court Agenda Request

Voting Session: June 10 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 on the following items related to planning for and the use of Community Development Block Grant funding from the U.S. Department of Housing and Urban Development:

A. Request to approve $500,000 in Program Year 2008 funding for Infrastructure to support Affordable Housing Development to Austin Habitat for Humanity;
B. Request to approve targeting Program Year 2008 Home Rehabilitation project to households at or below 50 % of Median Family Income; and
C. Other Related Items.

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:

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Travis Gatlin, PBO
Susan Spataro, Travis County Auditor
Kimberly Walton, Chief Assistant County Auditor
Christy Moffett, HHS/VS
Steven Manilla, TNR
Kathleen Haas, HHSVS
Christopher Gilmore, Assistant County Attorney
Cyd Grimes, Travis County Purchasing Agent
DeDe Bell, Auditor's Office
Jason Walker, Purchasing
Joe Gieselman, TNR
Lee Turner, TNR

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
X__ 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

COUNTY PLANNING
FILED
08 JUN -3 PM 3:44

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

MEMORANDUM

Date: June 2, 2008

To: Members of the Commissioners Court

From: Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

Subject: Community Development Block Grant (CDBG)

Proposed Motion:
Consider and take appropriate action on the following items related to planning for and the use of Community Development Block Grant funding from the U.S. Department of Housing and Urban Development:

A. Request to approve $500,000 in Program Year 2008 funding for Infrastructure to support Affordable Housing Development to Austin Habitat for Humanity;
B. Request to approve targeting Program Year 2008 Home Rehabilitation project to households at or below 50 % of Median Family Income; and
C. Other Related Items.

Summary and Staff Recommendations:

A. The allocation for PY 08 is $833,133 of which the Travis County Commissioners Court on 5/27/08 approved $333,133 in projects. The required Action Plan to inform HUD on how Travis County intends to spend its allocation is due August 15, 2008. For the remaining $500,000 requiring allocation, staff recommends a project, which provides infrastructure to support affordable housing development. Approval of this project will complete the project selection for Program Year 2008.

Proposed Project Description:

This project will provide Austin Habitat for Humanity, Inc., designated as a sub-recipient, construction dollars for infrastructure to support the land acquisition projects funded with CDBG dollars in PY 06 and PY 07. Additionally, it will further increase the affordability of the owner occupied single-family home units created. Infrastructure includes streets, water, sewer, electric and gas lines. The design and engineering of the infrastructure is complete; however, if changes are needed due to the results of the environmental assessment or other unknown factors, dollars may be used to pay for modifications to the design.

A public hearing will be held to receive comment on the location of the land when the land is under an option agreement.

Proposed Funding Level: $500,000
Implementation Timeline: December 2008 – July 2009
Impact: 41 Households

B. The Travis County Commissioners Court approved $106,136 in funding for Program Year 2008 for home rehabilitation, which includes home repair and weatherization services. The project description needs to identify the target population for services. Staff recommends targeting households at or below 50% median family income (MFI). See the chart below for income levels:

Fiscal Year (FY) 2008 Median Family Income = $69,100								
	ADJUSTED INCOME LIMITS (by Household size)							
	1 Person	**2 Persons**	**3 Persons**	**4 Persons**	**5 Persons**	**6 Persons**	**7 Persons**	**8 Persons**
Very Low Income (30 % Limits)	$14,950	$17,100	$19,200	$21,350	$23,050	$24,750	$26,450	$28,200
Low Income (50 % Limits)	**$24,900**	**$28,450**	**$32,000**	**$35,550**	**$38,400**	**$41,250**	**$44,100**	**$46,950**
Moderate Income (80 % Limits)	$39,850	$45,500	$51,200	$56,900	$61,450	$66,000	$70,550	$75,100

Budgetary and Fiscal Impacts:

A. No budget impact.

B. No budget impact.

Issues and Opportunities:

A. Staff identified the following considerations regarding selecting the infrastructure project:

- Assists in addressing timeliness – funds must be spent by July 2009.
- Leverages funds (total cost of the infrastructure project is estimated at $1,061,686)
- Addresses key need for affordable housing
- Supports the land acquisition projects funded in PY 06 and PY 07
- Ties a substantial amount of funds into one project and one designated sub-recipient.

B. The current home repair and weatherization service programs through Travis County HHS/VS are targeted at households at 125% of the Federal Poverty Guidelines (FPIG). In attempting to select the best Median Family Income (MFI) threshold for the home rehabilitation project, a comparison of FPIG and MFI was completed. Staff are recommending to target the CDBG home rehabilitation program to households at or below 50% MFI for the following reasons:

- While the difference in income levels is almost double when considering a one-person household at 50% MFI versus 125% FPIG, the disparity lessens as the household size increases.
- Due to the different methods used in calculating FPIG and MFI, using 30% MFI as the target population, translates into income eligibility at less than 125% FPIG for all households except for one-person households.
- The disparity between 30% MFI and 125% FPIG increases disproportionately as the number of people living in the household increased.
- 50% MFI is recommended to ensure the greatest access to the program while considering equality across programs.

See the chart below for the Federal Poverty Guidelines versus the Median Family income thresholds:

H/H SIZE	125% Federal Poverty Gu[illegible]	% (very – low) an Family Income	50% (low) Median Family Income
1	**12,762.50**	14,950	**24,900**
2	**17,112.50**	17,100	**28,450**
3	**21,462.50**	19,200	**32,000**
4	**25,812.50**	21,350	**35,550**
5	**30,162.50**	23, 050	**38,400**
6	**34,512.50**	24,750	**41,250**
7	**38,862.50**	26,450	**44,100**
8	**43,212.50**	28,200	**46,950**

B. Funds may carry over from year to year with the threshold for financial management success evaluated by HUD, who conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test will occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent.

CDBG staff continually assesses the spending of funds and the progress of projects to ensure timely spending. As a result, the recommendations for projects during the annual selection process may be affected based on the current spending of dollars and previous project allocations. Due the four-month delay in executing the original grant agreement in October 2006 as well as implementation delays, project selection for Program Year 2008 will be key in ensuring timeliness in July 2009. Based on staff's analysis of potential timeliness issues in July of 2009, staff recommends funding projects, which indicate their capacity to spend dollars consistently and efficiently. Staff anticipates that PY08 projects will need to spend approximately $363,000 by July 2009 to ensure timeliness. Based on the revised time line provided by Austin Habitat for Humanity, timeliness goals will be met.

Background:

On 5/27/08, the Travis County Commissioners Court approved the following projects 2-5 for Program Year 2008 funding:

Community Development (must be at least 65 % of Total Allocation)	
1. Infrastructure for New Housing Development Installation of public infrastructure to include water, sewer, gas and electric lines as well as streets to support the land acquisition project funded in PY 06 & PY 07. As a designated sub-recipient, Austin Habitat for Humanity would manage these dollars. *Impact: Creation of 41 affordable housing units*	$500,000
2. Homeowner Rehabilitation Home repair and weatherization services to be completed by a non-profit, designated as a sub-recipient, identified through a formal application process. *Impact: Assist approx. 20 households*	$106,136
Community Development total:	**$606,136 (73 %)**
A. Public Services (capped at 15 % of Total Allocation)	
3. Public Services, Other: Continuation of an internal Health & Human Services program through the Family Support Services Division to expand social work services. Services include case management, information and referral, increased access to youth flexible funding, and outreach. *Impact: Assist 100 households*	$64,788
Public Services Total:	**$64,788 *(8 %)***

Administration and Planning (capped at 20 % of Total Allocation)	
4. Planning: Continuation of Water/Wastewater and Other Project Planning. The project includes assessing 16 neighborhoods for future water or wastewater projects. *Impact: Assess 16 neighborhoods*	$108,704
5. Administration Administrative Operating Expenses. The project includes costs related to advertising, training, office supplies and the completion of an Analysis of Impediments to Fair Housing Choice.	$53,505
Administration and Planning Total	**$162,209 (19 %)**
award by HUD:	**$833,133**

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons.

Originally, Travis County was notified of an allocation estimated at $2,449,337. The 2006-2010 Consolidated Plan was completed and approved in August of 2006 which acts as the application to HUD and outlines strategic direction for five years and the specific allocation of dollars for the first year's funding. An annual action plan is due each August 15th.

In September of 2006, HUD informed Travis County of an error in the entitlement amount. The result was a reduction of funding to the amount of $838,659. The 2006-2010 Consolidated Plan was disallowed and required an amendment. The amended 2006-2010 Consolidated Plan was approved in December 2006.

18V

BUDGET AMENDMENTS AND TRANSFERS
FY 2008

08 JUN -5 PM 3:42 **6/10/2008**

AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		$ 275,000	1
	KHAV01	001	1405	821	8102	Facilities	Purchsd Serv-Bldg Impv	$ 275,000		
A2		001	9800	981	9892	Reserves	Allocated Reserves		$ 110,000	3
		001	5910	602	3023	Emer. Serv	Fuel Oils, Lubricants	$ 110,000		

Last updated 4:24pm 6/6/2008

Budget Adjustment: 10907

Fyr _ Budget Type: 2008-Reg

PBO Category: Amendment

Just: Other

Author: 14 - DRAPER, AMY

Court Date: Tuesday, Jun 10 2008

Created: 6/4/2008 11:17:07 AM

Dept: RESERVES

Transfer funds from CAR for ITS Disaster Recovery Center as approved in Commissioners Court, Nov

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			275,000
				275,000

To Account		Project		Amount
001-1405-821-8102	PURCHSD SERV-BLDG IMPROVM	KHAV01	HAVERTY BLDG PURCHASE	275,000
				275,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	6/4/2008 11:35:00 AM
DepOffice	14	AMY DRAPER	6/4/2008 11:35:01 AM
DepOfficeTo	14	AMY DRAPER	6/4/2008 11:35:04 AM

PBO concurs.

Last updated 4:24pm 6/6/2008

From: John Carr
To: Diana Ramirez
Date: 6/4/2008 11:25 AM
Subject: Missing Funding - One Other Project

CC: Amy Draper

Diana,

FMD is requesting allocation of the following funding into a FMD project budget. This project, the ITS Disaster Recovery Center, was approved on November 20, 2007, item 8.C.2 in the amount of $275,000. Court directed that 8.C.2. would be funded from the CAR reserve. Please load this funding into 001-1405-821-8102, project code KHAV01.

Please let me or Amy know if you have questions.

John F. Carr
Administrative Director
Facilities Management Department
(512) 854-4772

Phase I of III.
PBO Concurs.
DaRamirez

P

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

DATE: June 5, 2008

RE: STAR Flight Fuel Budget increase

STAR Flight is requesting Commissioners Court approval to transfer $110,000 from the General Fund Allocated Reserve to their fuel budget line item to cover a projected shortfall due to rapidly rising fuel costs.

During the FY 08 Budget Process, the department estimated 77,000 gallons of fuel for the year at a cost of $2.14 per gallon. To date in FY 08, STAR Flight has used 45,000 gallons at an average cost of $2.85 per gallon with the most recent purchases at $3.56 per gallon. The department has $25,611 left unencumbered for fuel--about five weeks worth of funding. They estimate requiring 37,500 gallons, estimated at $3.56/gal for the remainder of the fiscal year plus $2,100 for their fuel credit card for out of town purchases. To meet these demands, they are requesting permission for the $110,000 transfer.

PBO has reviewed the department's assumptions and estimates for fuel and recommends approval of this request.

cc: Rodney Rhoades, Leroy Nellis, PBO
Danny Hobby, Christine Lego, Emergency Services

Austin-Travis County EMS
STAR Flight

7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Randy Lott, PBO Analyst

Through: Danny Hobby, Executive Manager, Emergency Services

From: Casey Ping, Program Manager

Date: May 20, 2008

Subject: Fuel budget

For FY08 we estimated 77,000 gallons each at $2.14/gallon. This would have cost $164,780. We were budgeted $166,734 which includes about $1,950 for Multi-Service (fuel credit card for out-of-town purchases).

So far in FY08 we have purchased ~45,000 gallons and the average cost has been $2.85/gallon. The most recent purchases have been $3.56/gallon. We estimate needing ~37,500 additional gallons @ $3.56/gallon =$133,500. We estimated an additional $2,100 for Multi Service card purchases which totals $135,600. We have $25,611 left unencumbered leaving us with a deficit of $109,989.

Historical average cost per gallon

FY06- $2.12
FY07- $2.04
FY08- $2.85 to 3.54

Cost of 77,000 gallons

At FY06 cost-	$163,240
At FY07 cost-	$157,080
At FY08 (2.85/gallon)-	$219.450
At FY08 (3.56/gallon)-	$274,120

You will notice the biggest factor in the fuel cost has been price.

There is insufficient Department funding to cover this expense and It is too early in the fiscal year for us to start moving money to fuel. Doing so could leave us with insufficient funds to cover scheduled or unscheduled aircraft maintenance items that may come up.

We are requesting additional fuel funding from allocated reserves for $110,000.

This funding request is dependant upon fuel staying at or below $3.56/gallon

Please let me know if you need additional information.

Casey

Budget Adjustment: 10879

Fyr _ Budget Type: 2008-Reg | Author: 47 - LEGO, CHRISTINE | Created: 6/2/2008 2:56:16 PM

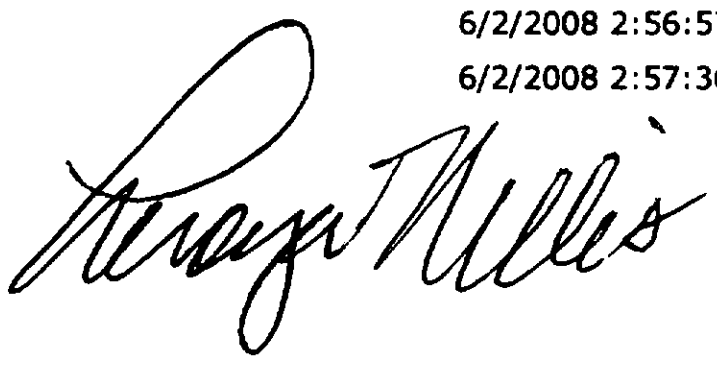
PBO Category: Amendment | Court Date: Tuesday, Jun 10 2008 | Dept: RESERVES

Just: Other | Starflight additional funding needed due to increase of fuel price per gallon

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			110,000
				110,000

To Account		Project	Amount
001-5910-602-3023	FUEL OILS, LUBRICANTS		110,000
			110,000

Approvals	Dept	Approved By	Date Approved
Originator	47	CHRISTINE LEGO	6/2/2008 2:56:38 PM
DepOffice	47	CHRISTINE LEGO	6/2/2008 2:56:57 PM
DepOfficeTo	47	CHRISTINE LEGO	6/2/2008 2:57:36 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 Appriasal Dist. 3rd Qtr. Fees
($74,452)	PBO	4/22/08	Establ Temp Slot, Exec Mgr. PBO Succession
$802,500	Facilities	5/12/08	Reimbursement 910 Rusk Bldg Purchase
($5,000)	Medical Examiner	5/13/08	Medical Examiners Accreditation Expense
($46,000)	Facilities	5/27/08	CJC 3rd Floor Moves
$3,381,952	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($23,050)	**Cadaver Transport Increase**
($8,000)	**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**
($1,876,050)	**Total Possible Future Expenses (Earmarks)**

$1,505,902 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
($10,078)	Facilities	5/13/08	Security Fencing @ 5335 Airport Blvd.
($190,619)	TNR	5/16/08	Replacement Vehicles
($27,000)	Tax	5/27/08	FACTS Software Upgrade
($550,000)	Facilities	5/27/08	Pct. 2 Office Building
$439,042	**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)**

$335,422 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			Beginning Balance
($103,400)	Sheriff	11/27/07	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			Beginning Balance
($100,000)	Sheriff	1/29/08	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
$1,810,000	Facilities	5/28/08	Reimbursement Resolution for CJC 3rd Floor Renovations
$39,355,884	**Current Reserve Balance**		

19

RECEIVED

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

08 JUN -5 AM 10:21

Please consider the following item for:
6-10-08

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 Target Corporation for the Sheriff's Office to enhance the activities of the Travis County Sheriff's Office Community Service and Outreach Unit's Shattered Dreams Program
b) Approve grant application to the Capital Area Council of Governments for the Transportation and Natural Resources Department to establish a sustainable system for composting food waste at the Travis County Correctional Complex located in Del Valle.
c) Approve grant contract with the Department of Public Safety, Governor's Division of Emergency Management for Transportation and Natural Resources Department to acquire six flood-prone properties in Thoroughbred Farms subdivision with funds from the Federal Emergency Management Agency (FEMA).
d) Approve grant contract amendment with the Governor's Division of Emergency Management 2006 law Enforcement Terrorism Prevention Program (LETPP) Grant, extending the original grant period.

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

TRAVIS COUNTY

6/10/2008

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	Local Funds Donation)	Indirect Costs	FTEs	Notes	Page #
Applications										
a	37	Target - Law Enforcement Grant	10/1/2008 - 9/3/2009			$2,000			1	9
b	49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	9/1/2008 - 7/31/2009	$28,653					1	28
Contracts										
c	49	Hazard Mitigation Grant - Thoroughbred Farms Buyout, DR-1697-007 (original application was to DR-1709)	6/10/2008 - 4/28/2010	$588,307	$196,102					58
d	59	2006 Law Enforcement Terrorism Planning Program Grant	7/1/2006 - 2/28/2009	$20,000					1	81

Notes:

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

Last updated 4:24pm 6/6/2008

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

Last updated 4:24pm 6/6/2008

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	$50,000		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

2

Last updated 4:24pm 6/6/2008

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
45	Residential Substance Abuse Treatment	$ 109,356	$36,452		2	5/13/2008
22	Office of Parental Representation	$ 150,000	$53,446		3	5/13/2008
22	Office of Child Representation	$ 150,000	$53,446		3	5/13/2008
Total Outstanding		$ 56,553,240	$ 2,918,512	$63,000	52.25	

Last updated 4:24pm 6/6/2008

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	Cm. Ct. Approval Date
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		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
45	USDA School Commodities Program	$11,665				5/20/2008
12	SAVNS Statewide Automated Victim Notification Service	$25,817				5/20/2008

Last updated 4:24pm 6/6/2008

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

Last updated 4:24pm 6/6/2008

FY 2008 Grants Summary Report

Permission to Continue

Dept	Name of Grant	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

Last updated 4:24pm 6/6/2008

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: ☒	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐

Department/Division:	Sheriff - Admin & Support
Contact Person:	Meg Seville
Title:	Sr. Planner
Phone Number:	854-9804

Grant Title:	Target - Law Enforcement Grant			
Grant Period:	**From:**	10/1/2008	**To:**	9/3/2009
Grantor:	Target Corporation			

Check One:	New: ☒	Continuation: ☐	Amendment: ☐	
Check One:	One-Time Award: ☒		Ongoing Award: ☐	
Type of Payment:	Advance: ☒		Reimbursement: ☐	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	*County Match*	In-Kind	TOTAL
Personnel:	0	0	0	0	0	0
Operating:	0	0	2,000	0	0	2,000
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	0	2,000	0	0	2,000
FTEs:	0.00	0.00	0.00	0.00	0.00	0.00

Performance Measures / **Applicable Depart. Measures**	**Projected FY 08 Measure**	**Progress To Date:** 12/31/07	3/31/08	6/31/08	9/30/08	**Projected FY 09 Measure**
Number of Community Events & Projects	400		235			375
Measures For Grant						

Auditor's Office Contract Approval: ☑ Staff Initials:

Auditor's Office Comments:

M09611 9

PBO Recommendation:

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?

Shattered Dreams is designed to be a comprehensive underage drinking and impaired driving prevention program that involves the school administration and faculty, students, parents, community organizations, law enforcement, emergency medical services, and area hospitals in the planning and implementation of the activities. Due to the comprehensive nature of the program, planning with these organizations usually begins six months prior to the main two-day event. The partnership between the school and community organizations serves as a foundation for follow-up activities to reinforce the program's prevention messages.

In March 2008 the Travis County Sheriff's Office held their first Shattered Dreams program at Akins High School in Travis County. The Sheriff's Office is committed to taking this program to other high schools through out the county in an attempt to reach as many teenagers in our community to educate them on the danger of drinking and driving the consequenses of irresponsible choices.

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

The Sheriff's Office is committed to this program, however there is not a requirement of the grant as it relates to this program or any other.

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.

None

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

NA

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 - Corporate sponsors and private donations are generous in their support of this program.

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

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.

The Sheriff's Office and the Community Services & Outreach Unit prides itself with educating and motivating citizens of all ages to be proactive with their communitites and neighborhoods. The officers and civilians assigned to the unit are constantly planning events to improve the quality of life for citizens of Travis County.

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst

DATE: June 1, 2008

SUBJECT: 2008 Target Community Support Grant Application

The Travis County Sheriff's Office (TCSO) is requesting approval of an application for a Law Enforcement Grant from the Target Corporation for $2,000 to purchase supplies for the 2009 Shattered Dreams program at a high school in Travis County. The Sheriff is proposing that these funds be used to enhance the activities of the TCSO Community Service & Outreach Unit.

This grant requires no cash match and has no ongoing obligation.

PBO concurs with applying for this grant.

Cc: Sheriff Greg Hamilton
Michael G. Hemby, Planning Manager, TCSO
Meg Seville, Senior Planner, TCSO
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

May 20, 2008

MEMORANDUM

TO: **Honorable Sam Biscoe, County Judge**
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: **Margaret H Seville 1777, Research and Planning**

SUBJECT: **2008 Target & Blue Law Enforcement Grant**

Attached is our grant application for the Target & Blue Law Enforcement Grant. Target is deeply committed to extending a hand of partnership to law enforcement and criminal justice organizations. By sharing their time, talents and resources, Target and Law Enforcement build stronger, safer, more vibrant communities. As part of this commitment, Target established the Law Enforcement Grant Program in 1990 to provide grants to law enforcement agencies servicing the community.

The Sheriff's Office has received Target grants in the past and used the monies received to purchase educational materials for distribution at the schools to educated students on Stranger Danger and the dangers of drunken driving. This year our request will be to support, through the purchase of supplies, our *Shattered Dreams* program.

Shattered Dreams is a two-day, school-based program that promotes responsible decision-making among high school students regarding underage drinking and impaired driving (driving after drinking or riding with a drinking driver) by showing them how irresponsible choices can end all dreams. The program was developed by the Bexar County DWI Task Force Advisory Board on Underage Drinking in 1998 as an expansion of the "Every 15 Minutes" program introduced in Chico, California. The "Every 15 Minutes" program was started by the Chico Police Department and named to signify the number of alcohol-related fatalities in the United States during the mid nineties. The *Shattered Dreams* program emphasizes the results of alcohol-related crashes: the shattered dreams of those who drive after drinking, the innocent victims, and their friends and families. *Shattered Dreams* is designed to be a comprehensive underage

drinking and impaired driving prevention program that involves the school administration and faculty, students, parents, community organizations, law enforcement, emergency medical services, and area hospitals in the planning and implementation of the activities. Due to the comprehensive nature of the program, planning with these organizations usually begins six months prior to the main two-day event. The partnership between the school and community organizations serves as a foundation for follow-up activities to reinforce the program's prevention messages.

In March 2008 the Travis County Sheriff's Office conducted its first *Shattered Dreams* program at Akins High School and is already in the planning stages for the 2009 event to be held at a different High School in Travis County. It is only through the generous donations of corporate partners like Target that we are able to host such an event. The main goal is to reduce underage drinking and impaired driving among teens. If this education and awareness can make just one teen think twice before getting behind the wheel of a car while impaired maybe at least one family can be spared the tragedy of a drunken driving crash.

We are requesting that the court approve the submission of this grant to be spent in support of the 2009 *Shattered Dreams* program.

Cc: Nisha Sharma, County Auditor's Office
James Connolly, County Attorney's Office
William Derryberry, PBO

Law Enforcement Grants - Public Agency

Organization Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Organization Name

Exact name of the organization/agency that the check should be made payable to, in the event the request is approved

Travis County Sheriff's Office

AKA Name

Street Address or P.O. Box

Please include your street address in the first line & if applicable, the PO Box or Suite Number in the second line

5555 Airport Blvd
P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide the 5 digit ZIP code (www.usps.com is a helpful resource)

78767-1748

Main Phone Number

Please use this format (xxx) xxx-xxxx

(512) 854-9770

Main Fax Number

Please use this format (xxx) xxx-xxxx

(512) 854-9722

General E-mail Address

Website

tcsheriff.org

Which best describes the organization?

OTHER-Police/Law Enforcement

Mission statement:

Our mission is a commitment to professionalism, partnership and community.

What year was the organization founded?

1840

Is your organization a part of a State, the United States, or the District of Columbia (i.e., a public school, public agency, or public library)?

Please answer Yes or No

Yes

Is this donation being requested exclusively for public purposes

Please answer Yes or No

Yes

Tax Status

Please select Schools, Libraries, Hospitals, Churches, Govt units

Schools, Libraries, Hospitals, Churches, Govt units

Tax Status Date

Please select today's date.

May 14, 2008

Please provide any feedback your organization has received from members of the community about your organization and its programs.

The Travis County Sheriff's Office has touched so many with their projectes/events. It's nice and refessing to see law enforcement play a big part in giving back to the community.

Have you ever received a Target Grant?

Please answer Yes or No

Yes

Please list any Target team members that currently serve on your organization's board.

Please provide only the first and last name of each Target team member (i.e., John Doe) separated by commas

None

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Contact Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Primary Contact for this Funding Request:

Prefix

Ms

First Name

Margaret

Middle Initial

H

Last Name

Seville

Suffix

Title

Senior Planner

Street Address or P.O. Box

Please include your street address in the first line & if applicable, the PO Box or Suite Number in the second line

5555 Airport Blvd

P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide the complete 9 digit ZIP code (www.usps.com is a helpful resource)

78767-1748

Direct Phone Number

Please use this format (xxx) xxx-xxxx

(512) 854-9804

Fax Number

Please use this format (xxx) xxx-xxxx

(512) 854-9722

E-mail Address

meg.seville@co.travis.tx.us

Organization Primary Contact:

(e.g., Chief, Executive Director, President)

Prefix

Mr.

First Name

Greg

Middle Initial

Last Name

Hamilton

Suffix

Title

Sheriff

Street Address or P.O. Box

Please include your street address in the first line & if applicable, the PO Box or Suite Number in the second line

5555 Airport Blvd
P.O. Box 1748

City

Austin

State

TX

ZIP Code

Please provide complete 9-digit ZIP code (www.usps.com is a helpful resource)

78767-1748

Direct Phone Number

Please use this format (xxx) xxx-xxxx

(512) 854-9770

Fax Number

Please use this format (xxx) xxx-xxxx

(512) 854-9772

E-mail Address

greg.hamilton@co.travis.tx.us

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Proposal Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Proposal General Information:

Target team member designated on invitation e-mail

Andrea Azcarate - Grant Captain

Request Amount

$2,000

Project/Program Title or Item Description

Please limit your response to 25 words or less

Shattered Dreams -- school-based program promoting responsible decision making by high school juniors and seniors specifically targeting drinking and driving.

Project/Program Start Date

March 12, 2009

Project/Program End Date

March 13, 2009

Proposal Detail:

Which best describes the primary focus of the project/program?

VITAL COMMUNITY PARTNERSHIPS-LAW ENFORCEMENT-Community Outreach/Youth Mentorship

Please provide a summary of the project/program.

Shattered Dreams is a two-day school-based program that promotes responsible decision making by high school juniors and seniors showing them how one irresponsible decision can end all their dreams and plans for the future. Student volunteers participate in the program as "living dead", accident victims or drunk driver. Every 15 minutes throughout the school day, the Grim Reaper knocks on a classroom door and a student "dies" to signify a death due to drinking and driving. An obituary, written by the student and his/her parents, is read to the class and left in the classroom the rest of the day. There is a staged "mock crash" with full emergency response. Participants then go on an overnight retreat which intensifies the "death" of the student. During the retreat, they learn what it is like to be transported to the hospital after an accident. The evening ends with writing "goodbye" letters to family and/or friends. The next day an assembly is held so the rest of the school can share some of the experience and bring closure to the project.

What year was this project/program implemented?

2006 with the Travis County Sheriff's Office
1990 with the Texas Alcoholic Beverage Commission

Who else is involved in the support of this project/program?

Please list all other collaborators, funders, and amounts.

Westlake High School
Progressive Insurance

Describe the primary audience for this project/program.

High School Students

Please list recognition opportunities for Target.

i.e., production/show alignments, newsletters, website, etc.

Name & logo on everything related to the program including media releases.

What community volunteer opportunities are available?

During the event several volunteers will be needed to assist with setup, retreat site, assembly and make-up.

Please indicate your best estimate of the percentage of those served by this project/program for each of the Ethnic Groups listed below.

Please input whole numbers only (no decimals), do not input percentage signs, and ensure that your allocations total 100.

Asian or Pacific Islander

10

Bi/Multi Racial

5

Black or African American

20

Latino or Hispanic

10

Native American

5

White or Caucasian

50

Other Ethnic Group not specified above

0

Please indicate your best estimate of the percentage of those served by this project/program for each Gender listed below.

Please input whole numbers only (no decimals), do not input percentage signs, and ensure that your allocations total 100%.

Female

50

Male

50

Please indicate your best estimate of the percentage of those served by this project/program for each of the Age Groups listed below.

Please input whole numbers only (no decimals), do not input percentage signs, and ensure that your allocations total 100%.

Babies/Toddlers (under 5 years old)

0

Children (5-14 years old)

0

Youth (15-19 years old)

70

Young Adult (20-25 years old)

10

Adults (26-64 years old)

10

Senior Citizens (65 years old and over)

10

Please indicate your best estimate of the percentage of those served by this project/program for each of the Diverse Populations listed below.

Please input whole numbers only (no decimals), do not input percentage signs.

Disabled

0

Economically Disadvantaged

10

Gays/Lesbians (GLBT)

10

Veterans

0

Other Proposal Attributes:

Which best describes the geographical area served by this project/program?

Local

Target Store Location

Please select the Target store closest to your organization from the dropdown list below

Target Division to fund grant request

Please select Target

Target

Type of Support Requested

Please select Grant

Grant

Type of Grant Request

Please select Project Support

Project Support

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

22

E-mail questions to Community.Relations@Target.com

Measurement

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

How many people do you anticipate will be served by this project/program?

Please enter one whole number only

3,000

What are the anticipated outcomes of the project/program?

How will this program benefit the people served?

Under age drinking will be stressed. We are hoping our program will deter teenagers from drinking and parents will educate their children.

In 2008/2009 we will be asking all grant recipients to complete a program evaluation form.

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Attachments

Title	File Name
Project/Program Budget	StoresAndCampusGrantsProjectBudget.html.html

TARGET.

BUDGETS

Instructions: Please complete the budget templates below. Please enter both your total organization budget and the detailed project/program budget. These templates must be completed exactly as they appear. Please click the Save button below the template to upload this document to your application. Only applications with complete budget information will be considered. If you would like to return to your application and complete this attachment at a later time, please click the Cancel button below the template. **Do NOT click the X button, the browser's Back button, or type in a new URL as you could lose any unsaved information in both the attachment and your application.**

ORGANIZATION BUDGET

	Current Fiscal Year ($)
Total Organization Budget	115,805,361.00

PROJECT/PROGRAM BUDGET

Income Sources	Current Fiscal Year ($)
Support	
Corporations/Foundations	5,000.00
Memberships	0.00
Ticket Revenue (If applicable)	0.00
Private Donors	5,600.00
Other (please specify)	0.00
Other (please specify)	0.00
Other (please specify)	0.00
Other (please specify)	0.00
Other (please specify)	0.00
TOTALS	10,600.00

Expenses	Current Fiscal Year ($)
Staff Positions & Related Costs	0.00
Consultant & Professional Fees	0.00

Supplies	10,600.00
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
TOTALS	10,600.00

SAVE CANCEL

& BLUE

[illegible] & BLUE, [illegible] a band of [illegible] time, talents and [illegible] communities. As part of this commitment, [illegible] grants to law enforcement [illegible] the community.

The Target & BLUE Law Enforcement Grant Program focuses on five areas:

- **Crime Prevention** - Target supports programs that combat crime and keep our communities safe. This may include events, programs and equipment that prevent and/or reduce crime in the community. (For example: National Night Out, Crime Stoppers, child ID programs, auto theft reduction and shoplifting deterrent programs, etc.)
- **Training** - Target supports organizations and programs that train law enforcement and other criminal justice personnel in the latest technology and techniques for building safer communities. These grants emphasize training excellence to help law enforcement prepare to meet the challenges of policing in the 21st century. (For example: Training in areas of executive leadership, forensics, investigations, crime prevention, best practices in police [illegible], cutting edge technology, organized crime, terrorism, integrity, ethics and accountability, etc.)
- **Community Outreach/Youth Mentorship** - Target supports programs and organizations working to build stronger, more unified communities by connecting young people with positive adult influences. This may include community oriented policing programs, or youth mentorship programs. (For example: Youth Advisory Councils, Youth Academy, Police Action or Activities Leagues, etc.)
- **Preparedness** - Target supports law enforcement and other emergency response agencies in their efforts to prepare for public safety emergencies. This may include funding of training, equipment and programs that strengthen a community's ability to prepare for, respond to, and recover from a crisis. (For example Preparedness exercises, crisis management materials, etc.)
- **Organized Retail Crime** - Target supports law enforcement and other criminal justice agency programs that protect our communities from organized crime rings and professional boosters. This may include funding of programs to combat organized property crime involving theft and interstate fencing of stolen property. (For example: Training on how to identify, investigate and prosecute organized crime rings, equipment for sting operations, etc.)

Guidelines

Grants average between $250 and $2,000. Grant applications will be accepted through May 31. You will receive an update on your request by September 30, 2008. Applications must be completed by a law enforcement agency or 501(c)(3) organization.

The Target team will review all requests and priority will be given to those law enforcement agencies and organizations that serve a community in which a Target store or distribution center operates; are unable or find it difficult to purchase needed equipment or supplies due to budget constraints; will be better equipped to contribute to the safety of the community once the item(s) are purchased; support programs that meet an identified community need, or will use the funds to increase or improve community outreach or positively impact reported crime incidents in their communities.

If you represent a community organization, you are invited to apply for a Target Grant.

Apply Online

In addition to completing the application, you will need to provide a current board of directors list and a project budget. Templates are provided.

- Apply as a police department or public agency
- Apply as a 501(c)(3) organization
- Grants FAQs

Return to Your Grant Application

- Log in to return to a grant application that you already started.

TARGET DOES NOT MAKE GRANTS TO:

- Individuals
- Fund salaries
- Purchase firearms
- Capital or building construction projects
- Endowment campaigns
- Religious organizations for religious purposes
- Treatment programs such as substance or alcohol abuse
- Athletic teams or events
- Advocacy or research groups
- Programs that do not support our focus areas or otherwise do not align with our corporate responsibility mission

For more information, contact the Assets Protection team at your local Target store or distribution center or e-mail AP.Community@Target.com.

Making headlines, making history.

©2008 Target.com. All rights reserved. The Bullseye Design and Target are registered trademarks of Target Brands, Inc.

Contact Us | California Privacy Rights | Terms + Conditions | **PRIVACY**

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐

Department/Division:	Transportation & Natural Resources
Contact Person:	Melinda Mallia
Title:	Environmental Project Manager
Phone Number:	854-4460

Grant Title:	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program			
Grant Period:	**From:**	9/01/08	**To:**	7/31/09
Grantor:	Capital Area Council of Governments			

Check One:	New: ☒	Continuation: ☐	Amendment: ☐
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	**Federal Funds**	**State Funds**	**Local Funds**	***County Match***	**In-Kind**	**TOTAL**
Personnel:						0
Operating:	28,653			**0**		28,653
Capital Equipment:						0
Indirect Costs:						0
Total:	28,653	0	0	**0**	0	28,653
FTEs:						0.00

Performance Measures **Applicable Depart. Measures**	**Projected FY 08 Measure**	**Progress To Date:** 12/31/08	3/31/09	6/31/09	9/30/09	**Projected FY 09 Measure**
Measures For Grant						
Reduce # of waste dumpster pulls per week at Del Valle Jail by 50%	9					4.5 dumpster pulls
Compost 9,000 lbs of food wastes per month from Del Valle Jail	0 lbs					9,000 lbs/month.

Auditor's Office Contract Approval: ☐ Staff Initials:_____

Auditor's Office Comments:

PBO Recommendation:

PBO Concurs.

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?

Grant funds are sought to establish a sustainable system for composting food wastes from the kitchen and cafeteria at Del Valle. The facility currently disposes of approximately 9,000 lbs of food waste per month at the landfill. The grant would pay for one year of contracted services, providing a 20-yard container for food waste and hauling the wastes to a composting facility one time per week. Funds are requested for supplies to set up the program, such as pails, large roll-around containers, a ladder, and participation in a US Composting Council training and conference.

Charles Williams, TNR Conservation Coordinator, will work with the Sheriff's Office and Del Valle staff to develop a system for separating waste at the Del Valle Jail that can be operated efficiently in the long term at a cost that is equal or less than landfill disposal rates. He will assist with troubleshooting, and replacing non-compostable items, such as plastic tray liners and food cups, with products that can be composted.

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

The County is required to report on project results at least one year after the grant closes. There is an expectation that the County will make every effort to continue composting rather than sending food waste to the landfill after the project ends.

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.

No match is required. Staff time and county facilities will serve as an in-kind match.

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

Indirect costs will be borne as an in-kind match. While indirect costs are allowable under this program, they tend to increase the cost of the project and reduce competitiveness. The scoring committee has a general expectation that the county will bear these costs as its own contribution to the project.

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. The program should continue after the grant ends, with little or no additional revenue required. The goal of the program is to set up a system that offsets increased costs for food waste collection and composting with decreased costs for waste disposal at the landfill.

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

This is not a new program, but the project is part of a renewed effort to reduce waste disposal at regional landfills.

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.

The project will support departmental goals for recycling, waste reduction and environmental protection.

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
FAX (512) 854-9436

May 30, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: CAPCOG FY09 Solid Waste Grant Application
Del Valle Jail Food Waste Composting

Agenda Item: Consider and take appropriate action on grant application to the Capital Area Council of Governments (CAPCOG) for funds to implement a food waste composting project at the Del Valle Jail.

Summary and Staff Recommendation: Grant funds are sought to establish a sustainable system for composting food wastes from the kitchen and cafeteria at Del Valle. The facility currently disposes of approximately 9,000 lbs of food waste per month at the landfill.

The grant would pay for one year of contracted services to place a 20-yard container at the jail, designed to hold food wastes, and haul it to a composting facility one time per week. This is expected to reduce the number of dumpster hauls to the landfill by a minimum of 50%. If awarded, grant funds will also be used to purchase supplies, such as pails, large roll-around containers, a ladder, and staff participation in training at the US Composting Council conference in January 2009.

The goal of the project is to develop a new system for separating wastes at the Del Valle Jail that can implemented without increasing staff time or budgets after the grant terminates. The project will address odor and runoff problems that are exist at the facility today. TNR staff will assist the Sheriff's Office and Del Valle staff with troubleshooting the system and locating compostable items to replace plastic tray liners and food cups that are thrown in the regular trash.

Staff recommends approval.

Budgetary and Fiscal Impact: The grant has a positive fiscal impact. No cash match is required. Indirect costs and personnel time will be used as an in-kind match.

Required Authorizations: Jessica Rio, PBO

Exhibits: Grant Application

MSM:JPG:msm
CAPCOG FY09 Composting Grant

cc: Christopher Gilmore, CA
Jessica Rio, PBO
Michelle Gable, Auditor
Lt. Bucky Eacret, SO
Sgt. Jacqueline Welch, SO
Michael Hemby, SO
Jon White, TNR
Sydnia Crosbie, TNR
Charles Williams, TNR
Melinda Mallia, TNR

CAPITAL AREA COUNCIL OF GOVERNMENTS
FY 2009 REGIONAL SOLID WASTE GRANTS PROGRAM

FORM 1. APPLICATION INFORMATION AND SIGNATURE PAGE

Applicant: Travis County	Funding Amount Proposed: $ 28,653
Address: Transportation and Natural Resources Dept. PO Box 1748 Austin, TX 78767	Phone/Fax: Ph: 512 854-4460 Fx: 512 854-6474
Contact Person: Melinda Mallia	Email: Melinda.Mallia@co.travis.tx.us

Project Category (Choose One Only)

- [ ] Local Enforcement
- [ ] Litter and Illegal Dumping Cleanup and Community Collection Events
- [X] Source Reduction and Recycling
- [ ] Local Solid Waste Management Plans
- [ ] Citizens' Collection Stations and "Small" Registered Transfer Stations
- [ ] Household Hazardous Waste (HHW) Management
- [ ] Technical Studies
- [ ] Educational and Training Projects
- [ ] Other *(requires CAPCOG and TCEQ authorization)*

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.

Signature:	Title: County Judge
Typed/Printed Name: Samuel T. Biscoe	Date Signed:

FOR USE BY CAPCOG

Date application was received: _____

Does the application meet all of the required screening criteria: _____ Yes _____ No

Is the application administratively complete: _____ Yes _____ No

FORM 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. **Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature:
Typed/Printed Name: Melinda Mallia / Charles Williams
Title: Environmental Project Manager / Conservation Coordinator
Date: June 13, 2008
Phone: 854-4460 / 854-4496
Email: Melinda.Mallia@co.travis.tx.us / Charles.Williams@co.travis.tx.us

2. **Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Signature:
Typed/Printed Name: Joe Gieselman / Sydnia Crosbie
Title: Executive Manager / Lead Financial Analyst
Date: June 13, 2008
Phone: 854-9383 / 854-7682
Email: Sydnia.Crosbie@co.travis.tx.us

FORM 3. Certifications and Assurances

Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help CAPCOG to ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**
   The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**
   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that CAPCOG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

4. **Governmental Status**
   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
   a. City
   b. County
   c. Public school or school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
   e. Council of Governments

5. **Solid Waste Fee Payments**
   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

6. **Debarment from State Contracts**
   Applicant certifies that it is not barred from participating in state contracts by the Texas General Services Commission (GSC), under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.

7. **Conformance to Standards**
   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

8. **Consideration of Private Industry**
   The following certification only applies if the project is under one of the following grant categories:
   a. Source Reduction and Recycling

b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Educational and Training Projects category
d. Other *{If CAPCOG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.}*

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

9. **Consistency with Regional Solid Waste Management Plan**
   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the adopted regional solid waste management plan or fiscal year funding plan of CAPCOG.

10. **Technical Feasibility**
    Applicant certifies that is has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

11. **Costs Reasonable and Necessary**
    Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

12. **Certification by Law Enforcement Programs**
    If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and CAPCOG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standard Pertaining to Real Property and Equipment**
   Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate

maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. **Participation in TCEQ Recycling Surveys and Reporting**
   Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from CAPCOG or the Texas Commission on Environmental Quality for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**
   Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to CAPCOG on a schedule established by CAPCOG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide CAPCOG with a follow-up results report approximately one year after the end of the grant term.

4. **Financial Management**
   Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by CAPCOG.

5. **Compliance with Americans with Disabilities Act**
   Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**
   Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor's Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 et. seq, Governor's Office Regulations. Provisions of the Single Audit Circular in Part IV of the UGMS apply to all recipients of funding under this grant.

7. **Compliance with Program and Fiscal Monitoring**
   Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

RESOLUTION

A RESOLUTION OF TRAVIS COUNTY, TEXAS AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING SAMUEL T. BISCOE, COUNTY JUDGE TO ACT ON BEHALF OF TRAVIS COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED, TRAVIS COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Capital Area Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the CAPCOG's adopted regional solid waste management plan; and

WHEREAS, Travis County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS:

1. That Samuel T. Biscoe, County Judge is authorized to request grant funding under the Capital Area Council of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Travis County in all matters related to the grant application and any subsequent grant contract and grant project that may result.

2: That if the project is funded, Travis County will comply with the grant requirements of the Capital Area Council of Governments, Texas Commission on Environmental Quality and the State of Texas.

3: The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4: That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Introduced, read and passed on this 10th day of June, 2008.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct One

SARAH ECKHARDT
Commissioner, Precinct Two

GERALD DAUGHERTY
Commissioner, Precinct Three

MARGARET J. GÓMEZ
Commissioner, Precinct Four

FORM 5: Explanation Regarding Private Industry Notification

Applicable to Applicants under the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Educational and Training Projects category
d. Other *(If CAPCOG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.)*

Form 5a. List of Private Service Providers Notified

Private Service Providers Contacted	Name and Position	Telephone Number	Date Notified
Waste Management	Edie Bunker	272-6214	5/28/08
Allied Waste	Mayre Tover	295-9148	5/28/08
Texas Disposal Systems	Ryan Hobbs	421-1355	5/15/08
JV Dirt and Loam		927-1977	6/2/08
Berts Dirts	Dan McKay	272-7109	5/28/09

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

Waste Haulers & Disposal Companies
Waste Management is the current waste disposal contractor for the Del Valle Jail. The company does not offer a separate disposal service to collect and compost food wastes at this time.

Allied Waste does not offer a separate disposal service to collect and compost food wastes at this time.

Texas Disposal Systems (TDS) offers a separate disposal service for food wastes. They provide a separate container, lined and enclosed (to reduce odors), with pickup service once per week. Food wastes are composted on site at TDS facilities.

Composting Companies
The following composting companies were considered. These companies don't meet the project needs because they don't offer a collection and hauling services for separated food wastes. This type of service will be necessary in order to divert food wastes from the Del Valle Jail's waste stream in an efficient and cost effective manner that can meet a sustainability test for practical, manageable systems.

JV Dirt & Loam
Texas Organic Recycling
Berts Dirts

FORM 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project, and how the project will assist in implementing the plan. Refer to the application instructions when completing these forms. If necessary, attach additional pages for each form.

Form 6a. Project Description (*add additional pages as necessary*)

Project Goal
Divert approximately 9,000 lbs per month of food waste and compostable items from the waste stream at the Del Valle Jail to a composting facility.

Objectives

1. Establish a waste disposal system for separating compostable materials from the Del Valle Jail's waste stream that will be revenue neutral or revenue positive within one year.
2. Substitute products that can be composted for items that go into the regular trash, such as plastic tray liners, food containers, and cups.
3. Assist jail managers in analyzing current kitchen and cafeteria disposal practices and creating new systems that reduce waste without reducing efficiency or increasing costs.
4. Establish a successful prototype for diverting food waste that can be modified and utilized by county cafeterias and correctional facilities downtown.

Project Summary
The Del Valle Correctional Complex currently disposes of approximately 9,000 lbs of food waste each month in dumpsters that go to the landfill for disposal. The facility has experienced problems with odors coming from food waste in the dumpsters and runoff from un-lined dumpsters.

The facility currently fills three, 10-yard containers, three times per week with waste from all operations – a total of nine dumpster pulls. Staff intends to reduce the number of dumpster pulls for landfill disposal by a minimum of 50% by adding a 20-yard container for food and compostable wastes that is pulled once each week. To prevent odor and drainage problems, the container will be lined and enclosed.

Charles Williams, Conservation Coordinator with the County's Environmental Quality Program, will be the project coordinator. He will work with staff at the Del Valle Jail to establish a new waste disposal system.

Prior Attempts: In-Vessel Composting
This is the second project designed to compost the food waste at the Del Valle Jail. Previously, in 1995, Travis County received a grant from the Texas Water Commission to purchase an in-vessel composting unit. Charles Williams assisted the correctional facility staff, officers and inmates to set up the system and keep it running successfully for seven years. Inmates used the finished compost in large vegetable gardens on the correctional facility grounds. The project

ended when the Sheriff's Office was forced to close the garden and pull all personnel from non-essential tasks in order to increase the ratio of guards to prisoners.

Lessons learned from this project:

- An onsite composting system for large quantities of institutional food waste requires strong buy-in from leaders, facility operators, and staff
- To be successful in the long term, a composting system should be integrated into the normal operations in a manner that improves efficiency rather than straining it
- A composting system should be designed to operate inside the secured facility grounds by inmates and staff, with a minimal need for increased presence on the property by outside service providers or non-authorized personnel.

Support for Regional Priorities

In the 2007 study, "Market Analysis of Recoverable Materials", R.W. Beck reported that food wastes represent 12% of the waste stream, yet diversion is limited in the Capital Region. Finding ways to source separate and compost food waste will be an integral component of regional efforts to reduce waste disposal quantities at landfills. This project will be a prototype that assists in overcoming obstacles to food waste composting that many entities in the CAPCOG region will encounter in their efforts to achieve reduce waste to the landfills.

Form 6b. Project Cost Evaluation (*add additional pages as necessary*)

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

The goal of the project is to establish a new system for separating and composting foods wastes generated by the Del Valle Jail that costs less than or equal to the amount spent now in disposal at the landfills. The additional funds requested in this grant will be an expense for one-year only. During the time the project is set up and brought to efficiency, there will be some duplication of services. Staff estimates that the number of dumpster pulls can be reduced within 3 months of starting the project and established permanently by the end of the year.

The cost for hiring a contractor to deliver and pull a 20-yard food waste container once each week is $434/week. This charge was provided by Ryan Hobbs with Texas Disposal Service. At this time, the County is not aware of any other company offering this service.

Form 6c. Level of Commitment of the Applicant (*add additional pages as necessary*)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

The Travis County Commissioners' Court recently passed a resolution in support of a Zero Waste Plan and joined the City of Austin in a commitment to develop policies and programs to significantly reduce waste disposal at landfills. This project is specifically designed to be sustainable after grant ends without additional grant funds or budget increases.

List any previously demonstrated commitment to preferred solid waste management practice, such as implementing other solid waste management projects, involvement in a local or subregional solid waste management plan or study, or membership in the TCEQ's Clean Texas Program.

Travis County has been an active member on the SWAC subcommittees working on solid waste management studies. The county organized a Regional Solid Waste Summit to discuss solid waste management in the CAPCOG region and a Workshop with Neil Seldman and Rick Anthony on waste reduction. The county's Environmental Quality staff has developed programs to recycle in county parks and offices, purchase recycled paper and other products, taught composting classes, recycled its waste oil and conducted numerous projects to conserve natural resources by reducing, reusing and recycling.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations; present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

This project has not received funding previously under this program.

Form 6d. Scope of Work *(See application instructions. Add additional pages as necessary)*

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by CAPCOG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the project description on Form 6a).
- Specific task statements with responsible entity identified
- List of deliverables/products/activities under each task
- Schedule of deliverables

Task 1: Develop plan for food waste separation at Del Valle facilities and purchase items required to implement plan.

Personnel:	**Charles Williams, TNR**
	Lt. Bucky Eacret, Sheriff's Office
	Sgt. Jacqueline Welch, Sheriff's Office
Deliverables:	**Mail-outs to lot owners and permissions for entry**
Deadline:	**September/October 2008**

Task 2: Set up food waste collection service, train jail personnel to separate food waste

Personnel:	**Charles Williams, TNR**
	Lt. Bucky Eacret, Sheriff's Office
	Sgt. Jacqueline Welch, Sheriff's Office
Deliverables:	**20-yd food waste container, lined and enclosed**
Deadline:	**November 2008**

Task 3: Evaluate materials used in kitchens and cafeteria to serve food and drink; locate substitutes that can be thrown in compost with food waste, and order.

Personnel:	**Charles Williams, TNR**
	Lt. Bucky Eacret, Sheriff's Office
	Sgt. Jacqueline Welch, Sheriff's Office
Deliverables:	**Compostable food trays, liners and cups**
Deadline:	**December 2008**

Task 4: Begin food waste separation and collection for composting

Personnel:	**Charles Williams, TNR**
	Lt. Bucky Eacret, Sheriff's Office
	Sgt. Jacqueline Welch, Sheriff's Office

Deliverables: **Program Implementation**
Deadline: **January 2009**

Task 5: Monitor and troubleshoot program to improve efficiency and sustainability
Personnel: **Charles Williams, Travis County TNR**
Deliverables: **Resolution to issues and obstacles**
Deadline: **January - September 2009**

Task 6: Analyze program and make recommendations for composting food wastes at downtown facilities (cafeterias and jail)
Personnel: **Charles Williams, Travis County TNR**
Deliverables: **Resolution to issues and obstacles**
Deadline: **January - September 2009**

Task 7: Provide reports on project status to CAPCOG as required by contract.
Personnel: **Melinda Mallia or Grants Administrator (vacant), TNR**
Sydnia Crosbie, TNR Financial Services
Deliverables: **Progress reports, financial reports**
Deadline: **January 31, 2009 (progress report)**
August 15, 2009 (final report)
September 2010 (1-year follow-up report)

Project Application
Form 6d

Form 6e. Consistency with the Regional Solid Waste Management Plan or Fiscal Year Funding Plan

Reference the goals, objectives, and/or recommendations from the Regional Solid Waste Management Plan or Fiscal Year Funding Plan that apply to the project, and how the project will assist in implementing the plan. Please refer to the application instructions.

The project supports the following priorities and goals of CAPCOG's Solid Waste Program:

FY09 Solid Waste Funding Plan Priorities

- Projects or initiatives that support or implement recommendations of the "Market Analysis of Recoverable Materials" study by R.W. Beck

In its 2007 study, R.W. Beck reported that food wastes represent 12% of the waste stream, yet diversion is limited in the Capital Region. This project will remove 9,000 lbs of food waste from the waste stream and divert it from landfill disposal.

Regional Solid Waste Management Plan Goals

Goal 5: Encourage effective and efficient management and operation of recycling services.
Goal 12: Reduce the amount of solid waste generated and disposed of in the region.

Form 6f. Project Scoring Criteria

In the space below each of the scoring criteria, briefly describe how your project specifically addresses each item.

Scoring Criteria (maximum total points: 100) ***Maximum Points by Item***

1. Identified need/problem resolution – long term vs. short term.....15

In order to reduce waste to landfills, Travis County is examining its own waste stream and identifying wastes that can be diverted for beneficial use or recycling. This project will divert 9,000 lbs of food waste per month from the Del Valle Jail from disposal at a landfill to a composting facility.

2. Technically feasible, ecologically sound project.....15

The project is technically feasible. The biggest challenge will be to find ways to make it easy and automatic for kitchen staff and prisoners to separate food waste from regular trash.

3. Regional coordinated effort.....20

The project will be a prototype for institutional food waste composting that will be shared with the region.

4. Cost effectiveness of project.....15

The goal of the project is to establish a system of food waste separation within in one year that will be equal to or less than the current cost for waste disposal at Del Valle.

5. Direct services vs. administrative overhead.....10

The grant is entirely for direct services. Administrative overhead will be provided 100% in-kind.

6. Sustainability of proposed project.....10

The purpose of the project is to establish a waste separation system at the jail that can be sustained without exceeding the current budget or requiring additional resources to manage.

7. Local match directly related to project.....5

Travis County will provide staff time, administrative overhead and indirect costs on an in-kind basis.

8. Innovative solution/approach.....10

The project is innovative in that it will help people change habits and improve their systems to become more sustainable and beneficial to the environment.

FORM 7. GRANT BUDGET SUMMARY

Please provide the following breakdown of the total amount of grant funding being requested. DO NOT include match or in-kind in the table below:

Budget Category	Funding Amount
1. Personnel/Salaries	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 820
4. Supplies	$ 4,650
5. Equipment	$ 0
6. Construction	$ 0
7. Contractual	$ 22,568
8. Other	$ 615
9. **Total Direct Charges** *(sum of 1-8)*	$ **28,653**
10. Indirect Charges*	$ (in-kind)
11. **Total** *(sum of 9 - 10)*	$ **28,653**

12. Fringe Benefit Rate:	NA %	
13. Indirect Cost Rate:	NA %	

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

Please complete any of the following detailed budget forms that are applicable.

FORM 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: $_____

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

In-Kind Services: $5,000 (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

Staff time will be provided in-kind for the project coordinators:

- Charles Williams
- Lt. Bucky Eacret
- Sgt. Jacqueline Welch

Administrative time will be provided in-kind by:

- Sydnia Crosbie, Financial
- Melinda Mallia or Grant Administrator (vacant)

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

$ 33,653

FORM 7c: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary. Do not include match or in-kind in the tables below.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost
		$
		$
		$
		$
		$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by CAPCOG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, CAPCOG will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
Jan 26-29, 2009	US Composting Council Conference Houston, Texas Hotel & mileage	Charles Williams	$ 820
			$

TOTAL TRAVEL EXPENSES *(Must equal Line 3 of the Overall Budget Summary)*	**$ 820**

FORM 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary. Do not include match or in-kind in the table below.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies	$ 0
Other supplies *(explain below)*: 1. Plastic Pails - 50 @ $15/each (to carry slurry food waste from kitchen to compost container)	$ 750
2. Straddle Base, Steel 4-step Ladder (for dumping pails into 20-yard container)	$ 400
3. 60-gallon roll-around containers for food waste 20 @ $175	$ 3,500
TOTAL *(Must equal Line 4 of the Overall Budget Summary)*	**$ 4,650**

FORM 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by CAPCOG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by CAPCOG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by CAPCOG before work begins. Do not include match or in-kind in the table below.

Purpose	Contractor(s)	Contract Amount
1 haul per week, enclosed 20-yard container, with liner $434/week for one year	TDS or equivalent service	$ 22,568
		$
TOTAL *(Must equal Line 7 of the Overall Budget Summary)*		**$ 22,568**

FORM 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.* Do not include match or in-kind in the table below.

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	$
Postage, telephone, FAX, utilities	$
Printing/reproduction	$
Advertising/public notices	$
Registration fees for training (if approved): US Composting Council Conference Houston, Texas January 26-29, 2009	$ 365
Repair and maintenance	$
Basic office furnishings	$
Space and equipment rentals	$
Signage	$

Additional Other Expenses

The specific details of additional Other category expenses, not included on the list of basic Other expenses, must be pre-approved by CAPCOG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by CAPCOG before the costs are incurred. Do not include match or in-kind in the table below.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category *(itemize each expense below including description, type, model, etc.)*:	$		$
Computer software *(itemize each expense below including description, type, model, etc.)*:	$		$
Additional Other expenses *(itemize each expense below including description, type, model, etc.)*: US Composting Council Membership (for local governments with less than 1 million population)	$ 250	1	$ 250

TOTAL OTHER EXPENSES *(Must equal Line 8 of the Overall Budget Summary)*	$ 615

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐

Department/Division:	Transportation & Natural Resources
Contact Person:	Melinda Mallia
Title:	Environmental Project Manager
Phone Number:	854-4460

Grant Title:	Hazard Mitigation Grant- Thoroughbred Farms Buyout, DR-1697-007 (original application was to DR-1709)			
Grant Period:	**From:**	6/10/2008	**To:**	4/28/2010
Grantor:	Dept of Public Safety, Governor's Division of Emergency Management			

Check One:	New: ☒	Continuation: ☐		Amendment: ☐
Check One:	One-Time Award: ☒		Ongoing Award: ☐	
Type of Payment:	Advance: ☐		Reimbursement: ☒	

Grant Categories/ Funding Source	**Federal Funds**	**State Funds**	**Local Funds**	***County Match***	**In-Kind**	**TOTAL**
Personnel:						0
Operating:	588,307			**196,102**		784,409
Capital Equipment:						0
Indirect Costs:						0
Total:	588,307	0	0	**196,102**	0	784,409
FTEs:						0.00

Performance Measures	**Projected FY 08**	**Progress To Date:**				**Projected FY 09**
Applicable Depart. Measures	**Measure**	9/30/07	12/31/07	3/31/08	6/31/08	**Measure**
Acquire floodprone properties	71	65				
Measures For Grant						
Acquire 6 properties in Thoroughbred Farms	6					

Auditor's Office Contract Approval: ☐ Staff Initials:_____

Auditor's Office Comments:

PBO Recommendation:

PBO CONCURS

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?

Grant funds have been awarded to acquire six flood-prone properties in Thoroughbred Farms with funds from the Federal Emergency Management Agency (FEMA). Federal funds are available through the Hazard Mitigation Grant Program (HMGP) in connection with Presidential Disaster Declaration #DR-1697-007. (Note: we applied for funds under DR-1709 but the State funded the application under a DR-1697-007 instead.)

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

The County must maintain FEMA buyout properties as open space in perpetuity. TNR recommends an annual budget of $1,050 per property, a total of $6,300, to pay for contracted mowing and debris removal.

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 total project cost is $784,409. Federal funds will pay 75% of the costs or $588,307. A minimum county match of 25% or $196,102 is required. Funds are available for this purpose in 454-4915-758-8112.

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 allowed. However, FEMA will partially reimburse the grant recipient for administrative costs when the project is completed, according to a formula in the program regulations.

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 program ends when properties are purchased and the grant contract is closed.

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

NA

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 will support the County's goal of protecting life and property by acquiring flood-prone properties.

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
FAX (512) 854-9436

May 30, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Hazard Mitigation Grant Award

Agenda Item: Consider grant award from the Texas Department of Public Safety, Governor's Division of Emergency Management (DPS-DEM) for funds to purchase properties in the floodplain and take appropriate action to accept or reject grant funds.

Summary and Staff Recommendation: Grant funds have been awarded to acquire six flood-prone properties in the Thoroughbred Farms subdivision with funds from the Federal Emergency Management Agency (FEMA). Federal funds are available through the Hazard Mitigation Grant Program (HMGP). The County submitted a grant application to FEMA through the state Office of the Governor, Division of Emergency Management.

Staff recommends accepting the grant funds.

Budgetary and Fiscal Impact: The total project cost is $784,409. Federal funds will pay 75% of the costs or $588,307. A minimum county match of 25% or $196,102 is required. Funds are available for this purpose in line item 454-4915-758-8112.

The County must maintain FEMA buyout properties as open space in perpetuity. If each of the six owners agree to sell through this program voluntarily, the county may be able to vacate a portion of the street, fence off the buyout area and reduce the ongoing costs for long term maintenance.

If sellers are not willing to sell on a voluntary basis, TNR recommends budgeting $1,050 per property to pay for maintenance of the acquired lots, starting with the FY09 budget. This amount will pay to mow a minimum of 14 times per year, clean up illegal dumps, and dispose of debris removed from the property. Maintenance costs for the six properties included in this application are estimated to be $6,300 per year at this rate.

Background: TNR has purchased 13 properties in Thoroughbred Farms to date. Three were purchased with federal grant funds and ten properties were purchased with County bond funds.

The HMGP is a voluntary buyout program that cannot be used for condemnation. The County's consultant will notify sellers within one month of receiving a grant award that authorization has been received to purchase properties with federal funds. Offer amounts are based upon an independent appraisal of the property.

Required Authorizations: Christopher Gilmore, County Attorney

Exhibits: DEM Letter of Grant Award (Contract)

MSM:JPG:msm

0804 HMGP Grant DR-1697-007

cc: Christopher Gilmore, County Attorney
Jessica Rio, PBO
Michelle Gable, Auditor's
Jon White, TNR
Stacey Scheffel, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR

6.2

RECEIVED
MAY 08 2008
TNR

DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

Mailing Address:
PO Box 4087
Austin, Texas 78773-0220

Contact Numbers:
512-424-2138 Duty Hours
512-424-2277 Non-Duty Hours
512-424-2444 Fax

Physical Address:
5805 N. Lamar Blvd.
Austin, Texas 78752

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

April 28, 2008

The Honorable Samuel T. Biscoe
Travis County
P. O. Box 1748
Austin, Texas 78767

RE: *Approval for the Travis County Acquisition Project DR-1697-007*

Dear Judge Biscoe,

Congratulations! Your project request for funding under the Hazard Mitigation Grant Program is approved by the Federal Emergency Management Agency (FEMA) and the State of Texas. The Grant is for major disaster declaration FEMA-1697-DR. The project number is 1697-007. This number should be used as a reference on all documents and correspondence. Under the terms of your application and the below listed conditions, you are authorized to purchase the properties identified in your application. You will be reimbursed for up to 75% of eligible project costs, and your cost share match requirement is at least 25% of total project cost. The federal share award for this grant is $588,307.00.

The Jurisdiction, as sub-grantee, must ensure that:

1.) The property owners must VOLUNTARILY elect to participate in the program, and the Jurisdiction must inform the prospective participants in writing that the Jurisdiction will not use its condemnation authority to acquire the property should negotiations fail. A Voluntary Transaction Agreement should be executed between the property owner and the Sub grantee;

2.) That the requirements of 44 CFR Part 80.19 (Land Use and Oversight) are applied for property open space, transfer, inspection, monitoring and reporting, and enforcement by the sub grantee;

3.) Any eligible displaced tenants, as a direct result of this project, are provided appropriate benefits as defined in 49 CFR Part 24, "Uniform Relocation Assistance and real Property Acquisition For Federal and Federally Assisted Programs";

4.) All property acquired must carry a restriction that the land will be maintained as open space in perpetuity consistent with 44 CFR 206.434(e), and that no future Federal disaster assistance will be made available to it;

5.) Only those specific properties approved in the official HMGP file submitted to the State and FEMA Region will be eligible for funding under this grant award (list attached);

6.) Any duplication of benefits with other forms of assistance is avoided as mandated by Section 312 of the Stafford Act as set forth in 44 CFR 209.191;

7.) A National Flood Insurance Program (NFIP) REPETITIVE LOSS UPDATE WORKSHEET (AW-501) is completed for all repetitive loss properties, as defined by NFIP, including supporting documentation, and submitted to the State with the reimbursement request;

8.) The sub-grantee must follow all applicable local, State and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substance. If any unusual substance or extraordinary amounts of the aforementioned substances are encountered, the sub-grantee will contact the State and the relevant agency with authority for regulation of the substance.

The action identified in this project application was Categorically Excluded (CATEX) from the need to prepare an Environmental Impact Statement in accordance with 44 CFR 10.8 (d) (2) (vii) and (xii). No extraordinary circumstances were identified. (See Enclosure 1)

Since this project affects a floodplain, the sub-grantee must prepare a final Public Notice in accordance with Executive Order 11988 and 44 CFR 9.12 (e). By regulation, the sub-grantee is prohibited from drawing funds for a period of fifteen (15) days following the date of the Public Notice. Please provide a copy of the Public Notice to the following:

DEM/DPS
Attn: Mitigation Section
P.O. Box 4087
Austin, Texas 78773-0226

This project must be completed within twenty-four months from the project approval date. This means your project must be completed by date April 28, 2010 or sooner. You are required to submit a Quarterly Progress Report to this office no later October 15th, January 15th, April 15th, and July 15th of each year until the project is completed. A report with 2 consecutive quarters indicating no progress may result in your project being forfeited. A copy of the report format is enclosed for your use and may be reproduced as required (See Enclosure 2).

Requests for reimbursement for expenses may be submitted as needed during the grant performance period. Payments will be made within 21 days of receipt of complete and accurate documentation. (See Enclosure 3)

performance period. Payments will be made within 21 days of receipt of complete and accurate documentation. (See Enclosure 3)

The sub-grantee is required to keep complete records of all work, including but not limited to receipts, checks, job orders, contracts, equipment usage documentation, and payroll information. The sub-grantee is accountable to the State for all funds that are awarded.

Upon completion of demolition, a Global Positioning System from the center of the Property must obtain a Demolition Certificate with the Geo-coordinates in Latitude and Longitude. The geo-coordinates must be recorded on the Demolition Certificate (See Enclosure 4.)

Any contract for service associated with this project, must be issued in accordance with local, State, and Federal laws. Contract material and labor costs must be specific and considered reasonable, "cost plus" type contracts will not be acceptable. For any contract awarded, a copy of the contract will be forwarded to the State with the first quarterly report following award, along with a report from the Excluded Parties List System (www.epls.gov) showing that the chosen contractor is not currently excluded.

As notification that the project has concluded and is ready for the final audit, the sub-grantee will submit the Certificate of Completion along with a final quarterly report containing a recap of all project expenditures. The chief elected official or his/her designated representative must sign this document. Final project payments will be made based upon the certificate of completion, and the final inspection and audit by our staff (see Enclosure 5).

Since you will receive over $500,000.00 in total funding from Federal programs, you will be required to provide DEM with a copy of your current annual audit performed per OMB Circular No. A-133. Please contact Drey Lord, our Disaster Program Auditor, at (512) 424-2426 for further information on audit requirements. All HMGP grants are subject to Federal audit; therefore, all records must be maintained for 3 years from the date of completion and close out of the project or upon receipt of final payment, whichever is later.

If you have any questions or concerns please contact the Project Officer, Mildred Reno at 512-424-2428 or via e-mail at mildred.reno@txdps.state.tx.us.

Sincerely,

for Jack Colley
Chief

JC:hs

Cc: Ms. Melinda Mallia
Ms. Donna Williams

65

Applicant: Travis County

Reviewer Name: Morgan Williams
Disaster/Emergency/Program/Project Title: DR-1697-TX / HMGP #7 / Acquisition and Demolition of 6 Homes

Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

Project Name/Number: HMGP DR-1697-TX. Project #7, Acquisition and Demolition of six private homes in Travis County, Texas.

Project Location: 8218, 8216, 8212, 8202, 8205 and 8217 Citation Avenue, Austin, TX.

Project Description: The proposed HMGP project is for the acquisition and demolition of six flood prone single-family homes on Citation Avenue, Austin, Texas. All homes are located in the 100-year floodplain and have had prior flood losses. These residences are part of the Thoroughbred Farms neighborhood that is in the 100-year floodplain. Neighboring properties have previously been acquired and the entire area is to become publicly owned open green-space.

Documentation Requirements

☐ No Documentation Required **(Review Concluded)**

☐ **(Short version)** All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. **(Review Concluded)**

☒ **(Long version)** All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

National Environmental Policy Act (NEPA) Determination

☐ Statutorily excluded from NEPA review. **(Review Concluded)**
☐ Programmatic Categorical Exclusion - (Reference PCE in comments) **(Review Concluded)**
☒ Categorical Exclusion - Category (vii) and (xii)
  ☒ No Extraordinary Circumstances exist.
    Are project conditions required? ☒ Yes (see section V) ☐ No **(Review Concluded)**
  ☐ Extraordinary Circumstances exist (See Section IV).
    ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
      Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

☐ Environmental Assessment
☐ Supplemental Environmental Assessment (Reference EA or PEA in comments)
☐ Environmental Impact Statement

Comments: 44 CFR 10.8 (d)(2)(vii) "The acquisition of properties and the associated demolition/removal or relocation of structures under any applicable authority when the acquisition is from a willing seller, and the buyer coordinated the acquisition planning with affected authorities, and the acquired property will be dedicated in perpetuity to uses that are compatible with open space, recreational, or wetland practices."
44 CFR 10.8 (d)(2)(xii) "Demolition of structures and other improvements or disposal of uncontaminated structures and other improvement to permitted off-site locations, or both."

Reviewer and Approvals

☐ Project is Non-Compliant (See attached documentation justifying selection).

FEMA Environmental Reviewer.
Name: Morgan Williams
Signature D Morgan Williams. Date 4-17-08

FEMA Regional Environmental Officer or delegated approving official.
Name: Teresa Lukes
Signature Teresa L. Lukes. Date 4/17/2008

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

☐ Not type of activity with potential to affect historic properties. **(Review Concluded)**
☐ Applicable executed Programmatic Agreement Otherwise, conduct standard Section 106 review.
☐ Activity meets Programmatic Allowance #
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

☐ No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
☒ Building or structure listed or 45/50 years or older in project area and activity not exempt from review.
☒ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

☒ Project affects only previously disturbed ground. **(Review Concluded)**
☐ Project affects undisturbed ground.
☐ Project area has no potential for presence of archeological resources
☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
☐ Project area has potential for presence of archeological resources
☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Determination of historic properties affected
☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
☐ No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required? ☐ Yes (see section V) ☐ No
(Review Concluded)

Comments SHPO concurrence with determination of "No Historic Properties Affected Project may Proceed".
Correspondence/Consultation/References: Linda Henderson. State Historic Preservation Office (SHPO) response, dated November 28, 2007, in file.

B. Endangered Species Act

☒ No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**

☐ Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.

- ☐ No effect to species or designated critical habitat.
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file)
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Likely to adversely affect species or designated critical habitat
  - ☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: FEMA has made the determination that no threatened or endangered species will be affected by this project.
Correspondence/Consultation/References:

C. Coastal Barrier Resources Act

☒ Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.

☐ Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)

- ☐ Proposed action an exception under Section 3505.a.6 **(Review Concluded)**
- ☐ Proposed action not excepted under Section 3505.a.6.
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References:

D. Clean Water Act

☒ Project would not affect any waters of the U.S. **(Review Concluded)**

☐ Project may affect waters, including wetlands, of the U.S.

- ☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**
- ☐ Project may require Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References:

E. Coastal Zone Management Act

☒ Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**

☐ Project is located in a coastal zone area and/or affects the coastal zone

- ☐ State administering agency does not require consistency review. **(Review Concluded)**.
- ☐ State administering agency requires consistency review.
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References:

F. Fish and Wildlife Coordination Act

☒ Project does not affect, control, or modify a waterway/body of water. **(Review Concluded)**

Reviewer Name: Morgan Williams
Disaster/Emergency/Program/Project Title: DR-1697-TX / HMGP #7 / Acquisition and Demolition of 6 Homes

☐ Project affects, controls or modifies a waterway/body of water.
☐ Coordination with USFWS conducted
☐ No Recommendations offered by USFWS. **(Review Concluded)**
☐ Recommendations provided by USFWS.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References:

G. Clean Air Act

☒ Project will not result in permanent air emissions. **(Review Concluded)**
☐ Project is located in an attainment area. **(Review Concluded)**
☐ Project is located in a non-attainment area.
☐ Coordination required with applicable state administering agency..
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments.: None
Correspondence/Consultation/References:

H. Farmland Protection Policy Act

☒ Project does not affect designated prime or unique farmland. **(Review Concluded)**
☐ Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
☐ Coordination with Natural Resource Conservation Commission required.
☐ Farmland Conversion Impact Rating, Form AD-1006, completed.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References:

I. Migratory Bird Treaty Act

☐ Project not located within a flyway zone. **(Review Concluded)**
☒ Project located within a flyway zone.
☒ Project does not have potential to take migratory birds.
Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
☐ Project has potential to take migratory birds.
☐ Contact made with USFWS
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References: Migratory Bird Central Flyway Map - http://www.centralflyway.org/Show_Flyway_Maps.html accessed April 15, 2008.

J. Magnuson-Stevens Fishery Conservation and Management Act

☒ Project not located in or near Essential Fish Habitat. **(Review Concluded)**
☐ Project located in or near Essential Fish Habitat.
☐ Project does not adversely affect Essential Fish Habitat.
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
☐ NOAA Fisheries provided no recommendation(s)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ NOAA Fisheries provided recommendation(s)
☐ Written reply to NOAA Fisheries recommendations completed.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Reviewer Name: Morgan Williams
Disaster/Emergency/Program/Project Title: DR-1697-TX / HMGP #7 / Acquisition and Demolition of 6 Homes

Comments None
Correspondence/Consultation/References:

K. Wild and Scenic Rivers Act

☒ Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**
☐ Project is along or affects WSR
- ☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action.**
  (NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**
- ☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None
Correspondence/Consultation/References:

L. Other Relevant Laws and Environmental Regulations

Identify relevant law or regulations, resolution and any consultation/references.

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

☐ No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**
☒ Located in Floodplain or Effects on Floodplains/Flood levels
- ☐ No adverse effect on floodplain and not adversely affected by the floodplain.
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☒ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded).**
- ☐ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
  - ☐ 8 Step Process Complete - documentation on file
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: The project is located within an "AE" zone, area of 100-year flooding; the base flood elevations and flood hazard factors have been determined. Applicant must contact local floodplain administrator for any required permits.
Correspondence/Consultation/References: Flood Insurance Rate Map (FIRM) panel number 48453C0135F, dated January 19, 2000.

B. E.O. 11990 - Wetlands

☒ No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**
☐ Located in Wetland or effects Wetland(s)
- ☐ Beneficial Effect on Wetland - **(Review Concluded)**
- ☐ Possible adverse effect associated with constructing in or near wetland
  - ☐ Review completed as part of floodplain review
  - ☐ 8 Step Process Complete - documentation on file
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: The proposed project would neither adversely impact nor result in any loss of wetland areas. This project contributes to an ongoing greenbelt initiative where this entire area will shift from single family residential developments to publicly owned open green-space.
Correspondence/Consultation/References:

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

☒ No Low income or minority population in, near or affected by the project - (Review Concluded)
☐ Low income or minority population in or near project area
  ☐ No disproportionately high and adverse impact on low income or minority population- (Review Concluded)
  ☐ Disproportionately high or adverse effects on low income or minority population
  Are project conditions required? ☐ YES (see section V) ☐ NO (Review Concluded)

Comments None
Correspondence/Consultation/References: Signed environmental justice statement from county judge, Samuel T. Biscoe, dated 11/06/07.

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:
Correspondence/Consultation/References:

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

Yes
☐ (i) Greater scope or size than normally experienced for a particular category of action
☐ (ii) Actions with a high level of public controversy
☐ (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
☐ (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
☐ (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
☐ (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
☐ (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
☐ (viii) Potential for adverse effects on health or safety; and
☐ (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
☐ (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments: None

V. Environmental Review Project Conditions

General comments: None

Project Conditions:

1. In the event that archeological deposits, including any Native American pottery, stone tools, bones, or human remains, are uncovered, the project shall be halted and the applicant shall stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. All archeological findings will be secured and access to the sensitive area restricted. The applicant will inform FEMA immediately and FEMA will consult with the State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO) and Tribes and work in sensitive areas cannot resume until consultation is completed and appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act (NHPA).

2. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

3. Applicant must obtain any required floodplain permit from the local floodplain administrator before work begins.

4. The applicant is required to obtain and comply with all local, state and federal permits, approvals and requirements prior to initiating work on this project.

5. Changes, additions, and/or supplements to the approved scope of work which alter the existing use and function of the structure, including additional work not funded by FEMA but performed substantially at the same time, will require re-submission of the application prior to construction to FEMA for re-evaluation under the National Environmental Policy Act.

Monitoring Requirements: None

Exhibit G

Texas Mitigation Grant Programs
Quarterly Report (Narrative) **Date:** _____

Funding Source (FMA, HMGP, or PDM): HMGP

Quarter: 1st ☐ 2nd ☐ 3rd ☐ 4th ☐

Disaster Number (HMGP): **FEMA-1697-DR-TX**
or
FEMA Grant Number (FMA /PDM): _____

Project Number: 007

PDM Project Number: _____

Sub-grantee Name: Travis County

Point of Contact: Melinda Mallia

Project Description: Acquisition

POC's Phone Number: 512-854-4460

Amount Obligated: $588,307

Date Obligated: April 28, 2008

Period of Performance Completion Date: April 28, 2010 Project Start Date: April 28, 2008

Federal Funds Paid to Date : _____

Narrative Report: Please describe: 1) specific activities achieved during this quarter; 2) comparison of actual accomplishments to the planned objectives established in the application; 3) reasons for slippage if objectives are not being met; and 4) an analysis and explanation of possible cost overruns/under runs, scope changes or extensions. If acquisition, elevation or a relocation project, please include addresses of structures mitigated.

Problems/Delays Encountered and Reasons Why:

State Comments/Actions

Percent of work completed: _____

FOR ACQUISITION PROJECTS ONLY: **Record the number of structures:**

Acquired	Demolished	Still to be Purchased	Still to be Demolished

Change of Scope/Extension Date: _____

Do you anticipate:

	Yes	No
a) cost overrun/underrun next quarter?	☐	☐
b) a change in the Scope of Work?	☐	☐
c) an extension of performance period?	☐	☐

Project Close Date: _____ Final Cost of Project: _____

73

Last updated 4:24pm 6/6/2008

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1. GRANTEE	2. PROJECT NUMBER ASSIGNED	3. SUB-GRANTEE (Name and complete address, including zip code)
TEXAS DEPARTMENT OF PUBLIC SAFETY	1697-007	Travis County P. O. Box 1748, Austin, Texas 78767

4. EMPLOYER I.D. NO.	5. TOTAL APPROVED FEMA SHARE	6. FINAL REPORT	7. FEDERAL FISCAL YEAR	8. PERFORMANCE PERIOD	9. Period Covered This Report
74-6000192	$588,307.00	[ ] YES [X] NO	2008	From: 4/28/2008 To: 4/28/2010	From: To:

STATUS OF REPORT

10. QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/07	(b) Quarter 2 03/31/08	(c) Quarter 3 06/30/08	(d) Quarter 4 09/30/08	(e) TOTAL
a. Total Salaries	$0.00	$0.00	$0.00	$0.00	**$0.00**
b. Total Benefits	$0.00	$0.00	$0.00	$0.00	**$0.00**
c. Total Salaries & Benefits (a + b)	$0.00	$0.00	$0.00	$0.00	**$0.00**
d. Total Travel Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
e. Total Reproduction/Distribution Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
f. Total Other Itemized Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
g. Total Project Costs (c + d + e + f)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
h. Sub-Grantee Share of Project Cost @ 25%	$0.00	$0.00	$0.00	$0.00	**$0.00**
i. Federal Share of Project Cost @ 75%	$0.00	$0.00	$0.00	$0.00	**$0.00**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11. REMARKS: Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

12. ***CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete. That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project.***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO. (include area code & extension)	DATE SIGNED

Last updated 4:24pm 6/6/2008

Procedure for Completing Quarterly Hazard Mitigation Payment Request Worksheet

This form is being implemented to track expenses specific to project costs approved by FEMA and related to Hazard Mitigation by the Texas Department of Public Safety (TXDPS), Division of Emergency Management (DEM), Hazard Mitigation Section (HMIT).

The following is a summary of the guidelines required for the successful completion of this form. This form is in Microsoft Excel format and the numerical fields will calculate values. Please remember to make a copy for your records and send via email to your assigned project officer here at DEM.

This form will be completed on a quarterly basis and submitted to (TXDPS) (DEM) (HMIT) **NO LATER THAN 30 DAYS FROM THE END OF THE QUARTER.**
ALL PROJECT COSTS ARE SUBJECT TO AUDIT AND MUST BE VERIFIED OR VERIFIABLE BY TXDPS OR THOSE PROJECT COSTS MAY BE DENIED.

Instructions

While filling out this Worksheet, the following is a step by step instruction checklist on reporting the information necessary to receive payment:

- ☐ #1 – Grantee is the Texas Department of Public Safety and will remain the same and not change under this program – **DO NOT CHANGE.**
- ☐ #2 – Project Number is the Number assigned to the Project by Texas Department of Public Safety (TXDPS) Division of Emergency Management (DEM)
- ☐ #3 – Sub-Grantee is the applicant Jurisdiction/Agency. An authorized contact name, and complete address, including zip code is required.
- ☐ #4 – Employer Identification Number (EID) is the assigned Federal Tax Number for the Entity, Jurisdiction or Agency.
- ☐ #5 – Total approved FEMA share is the approved amount provided by FEMA that equals to 75% share paid for the project. This figure will be provided to you prior to commencement of project work
- ☐ #6 – Final Report indicates whether this is a final report or an interim report. Place an "X" in the appropriate box.
- ☐ #7 – Indicates the Federal Fiscal Year which ends on September 30th.
- ☐ #8 – Indicates the Performance Period. This is the period of time allocated for project completion. Fill in the period when work was preformed until work is completed.
- ☐ #9 – Indicates the Period Covered by this Report or the Quarter being reported.
- ☐ #10 – Indicates the segregated costs considered in this Project Analysis and Payment Request.
  - ☐ **#10 a – Is the Total BASE salaries per employee with full employee name & supervisors name NO OVERTIME OR FRINGE BENEFITS SHOULD BE INCLUDED.**
  - ☐ **#10 b – Fill in the Benefits Costs incurred during the quarter. These include all fringe rates paid by employer: health insurance, overtime, vacation time, 401k, etc.**
  - ☐ #10 c – Is a calculated field based on #10 a & b and includes Total Salaries and Benefits Costs.
  - ☐ #10 d – Is Total Travel Costs. For example: for mileage: miles x $0.345 per mile = $0.00; or for airfare for staff: copies of tickets, rental vehicles: receipts, etc.
  - ☐ #10 e – Is the Total Reproduction and Distribution Costs (printing related). For example, public notices in newspapers, training materials for public and staff, etc.
    PLEASE NOTE THAT THE ABOVE COSTS MUST BE ITEMIZED AND VERIFIED.
  - ☐ #10 f – Is the Total of all Itemized Costs not covered in 10a through 10e. **These Costs must be itemized and reported in detail in space provided in Section 11.**
  - ☐ #10 g – Is the Total of all Project Costs: (10 c + d + e + f) this is a calculated field and includes the sub-total of all Salaries and Benefits.
  - ☐ #10 h – Is a calculated field based on 25% of #10 g and includes the Sub-Grantee Share of the project cost based on the approved amount in Section 5 of form.
  - ☐ #10 i – Is a calculated field based on 75% of #10 g and includes the Federal Share of the project cost based on the approved amount found in Section 5 of form.
- ☐ #11 – Fill in any and all remarks pertinent to the Project Costs. This space is intended for explanation of any Project Costs as well as inclusion of supporting documentation. Examples are shown below, use additional pages if needed. Additional, third party documentation may be referenced and sent seperately (See #12)
- ☐ #12 – Fill in the Certification.
  - ☐ #12 a - **Read the Certification Statement. By signing your name, you attest to these facts as presented and these are subject to all Federal & State laws.**
  - ☐ #12 b - Type or Print your Name and Title.
  - ☐ #12 c - Sign – Must be a Signature of an Authorized Representative (See Section #3 of these instructions) .
  - ☐ #12 d - Fill in Telephone Number including area code and extension if necessary of the Authorized Representative.
  - ☐ #12 e - Fill in the Date Signed. **MUST NOT EXCEED 30 DAYS OF THE END OF THE QUARTER AND MUST BE SUBMITTED WITHIN THOSE 30 DAYS.**

☐ **Please Note: All participants are encouraged to fill out this sheet in excel and email to their TXDPS contact. A copy of this request should also be kept for your records and for TXDPS Hazard Mitigation Auditors. Questions regarding this form may be directed to Mildred Reno, at 512.424.2428.**

Last updated 4:24pm 6/6/2008

DEMOLITION CERTIFICATE

(Jurisdiction Name All Caps)

THIS IS TO CERTIFY THAT THE PROPERTY IDENTIFIED BELOW HAS BEEN INSPECTED TO DETERMINE COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE STAFFORD ACT, SECTION 404, PROPERTY ACQUISTION AND DEMOLITION POLICIES AS ADMINISTERED BY THE STATE OF TEXAS AND IT'S REPRESENTATIVES.

PROPERTY LOCATED AT

_____

LAT - _____ **LONG -** _____

_____
DATE

_____
LOCAL CERTIFYING OFFICIAL

_____
TITLE:

Enclosure 4

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE: Travis County

HMGP NUMBER FEMA-1697-DR

FINAL PROJECT COST _____

FEMA SHARE AUTHORIZED _____

FEMA SHARE SPENT _____

DATE PROJECT COMPLETED _____

SUBGRANTEE ID NUMBER 74-6000192

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL.

SIGNED: _____

APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE: _____

DATE: _____

Revised (2-21-03)

Texas Department of License and Regulation

Water Well Driller/Pump Installer Program
P.O. Box 12157 Austin, Texas 78711 (512)463-7880 FAX (512)463-8616
Email address: water.well@license.state.tx.us

This form must be completed and filed with the department within 30 days following the plugging of the well

PLUGGING REPORT

A) WELL IDENTIFICATION AND LOCATION DATA

1) OWNER: Name	Address	City	State	Zip

2) WELL LOCATION: County	Physical Address	City	State	Zip

3) Owner's Well No.	Long.	Lat.	Grid #

4) Type of Well ☐ Water ☐ Monitor ☐ Injection ☐ De-Watering

5) N↑

Drill, Pump Installer, or Landowner performing the plugging operations **must** locate and identify the location of the well within a specific grid on a full scale gridded map available from Texas Natural Resource Information Service. The location of the well should be denoted within the grid by placing a corresponding dot in the square to the right. The legal description is optional.

B) HISTORICAL DATA ON WELL TO BE PLUGGED (If available)

6) Driller	License No.

7) Drilled / /	8) Diameter of hole _____ Inches	9) Total depth of well _____ feet.

C) CURRENT PLUGGING DATA

10) Date well plugged / /

12) Name of Driller/Pump Installer or Well Owner performing the plugging

License No.

13) CASING LEFT IN WELL

DIAMETER (inches)	FROM (feet)	TO (feet)

CEMENT/OTHER PLUGGING MATERIALS PLACED IN WELL

FROM (feet)	TO (feet)	SACKS

11) REMOVE ALL REMOVEABLE CASING

Please check box beside the method of plugging used

☐ Tremmie pipe cement from bottom to top.

☐ Tremmie pipe bentonite from bottom to 2 feet from From surface, cement top 2 feet.

☐ Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

☐ Large diameter well filled with clay material from top to bottom.

COMMENTS

D) VALIDATION OF INFORMATION INCLUDED IN FORM

I certify that I plugged this well (or the well was plugged under my supervision) and that all of the statements herein are true and correct. I understand that failure to complete items 1 through 13 will result in the report(s) being returned for completion and resubmitted.

Company or individual's Name (type or print)			
Address	City	State	Zip

Signature of Driller/Pump Installer	Date	Signature of Applicator	Date
	/ /		/ /

TDLR FORM a004WWD *White - TDLR Yellow - Owner Pink - Driller/Pump Installer*

Last updated 4:24pm 6/6/2008

78

WATER WELL PLUGGING

The Texas Department of Licensing and Regulation regulates the plugging of water wells. This can be done by the landowner or a licensed water well driller.

Plugging costs are an authorized expense against the grant. Water wells are normally plugged with clay, not concrete, which helps to keep the costs down.

A copy of the attached form will be required with project documents when requesting reimbursement.

Last updated 4:24pm 6/6/2008

Travis Co Prelimnary Data

Owner's Name Property Address	Fair Market Value	NFIP	EHR	ERPL	Estimated Closing Cost	Appraisal Fee	Acquisition Services	Relocation Assistance	Estimated Demolition Cost	Estimated Project Cost	Estimated FEMA Amount	Estimated Local Amount	Funding Status
County Travis													
Jurisdiction Applying Travis County													
FEMA Project Number 007													
Audrey Ross 8218 Citation Avenue	83,320.00	0.00	0.00	0.00	1,150.00	500.00	1,800.00	10,500.00	15,000.00	112,270.00	84,202.50	28,067.50	A
Jerry Moragne 8217 Citation Avenue	89,928.00	0.00	0.00	0.00	1,150.00	500.00	1,800.00	10,500.00	15,000.00	118,878.00	89,158.50	29,719.50	A
Alejandro & David Garcia 8216 Citation Avenue	123,624.00	0.00	0.00	0.00	1,150.00	500.00	1,800.00	10,500.00	15,000.00	152,574.00	114,430.50	38,143.50	A
Michael Mullin & Deborah York 8212 Citation Avenue	108,295.00	0.00	0.00	0.00	1,150.00	500.00	1,800.00	10,500.00	15,000.00	137,245.00	102,933.75	34,311.25	A
Antonio Rodriguez 8205 Citation Avenue	102,162.00	0.00	0.00	0.00	1,150.00	500.00	1,800.00	10,500.00	15,000.00	131,112.00	98,334.00	32,778.00	A
Eugenia Acevedo 8202 Citation Avenue	103,380.00	0.00	0.00	0.00	1,150.00	500.00	1,800.00	10,500.00	15,000.00	132,330.00	99,247.50	33,082.50	A
Grand Total	610,709.00	0.00	0.00	0.00	6,900.00	3,000.00	10,800.00	63,000.00	90,000.00	784,409.00	588,306.75	196,102.25	

Legend: A=Approved for purchase; C=Closed(State has received HUD 1); D=Demolished(State has received Demo Certificate); F=Funded (State has recieved Agreement and funds have been paid); W=withdrawn; HD=Home owner Declined Offer; Fees=Paid only Buyout or Appraisal Fees only

FEMA-DR-1697 Maverick and Swisher Co Tornadoes and Severe Storms and Flooding

Thursday, May 01, 2008

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Contract Approval: ☒	Status Report: ☐

Department/Division:	Travis County Emergency Services
Contact Person:	Pete Baldwin
Title:	Emergency Management Coordinator
Phone Number:	(512) 974-0472

Grant Title:	2006 Law Enforcement Terrorism Planning Program Grant			
Grant Period:	From:	July 1, 2006	To:	February 28, 2009
Grantor:	Dept. of Homeland Security/ Governor's Division of Emergency Management			

Check One:	New: ☐	Continuation: ☐	Amendment: ☒
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	*County Match*	In-Kind	TOTAL
Personnel:	$20,000					$20,000
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	$20,000	0	0		0	$20,000
FTEs:						0.00

Performance Measures	**Projected FY 07**	**Progress To Date:**				**Projected FY 08**
Applicable Depart. Measures	**Measure**	12/31/06	3/31/07	6/31/07	9/30/07	**Measure**
EM Training Provided	10	3	5	0	0	10
Drills/Activations	7	0	6	0	0	10
Measures For Grant						
N/A						

PBO Recommendation:
PBO recommends application approval.

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?

The Capital Area Council of Governments was awarded supplemental funds from the 2006 Homeland Security Grant Program. The CAPCOG Homeland Security Task Force made recommendations for the expenditure of the funds which was approved by the CAPCOG Executive Board. Travis County was awarded $20,000 to be spent on replacement supplies and equipment for the Travis County HazMat Strike Teams. The Strike Teams have been operational for three years. Travis County, through Homeland Security Grants, supplies equipment and transportation while the Emergncy Service Districts supply personnel.

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

Since Travis County received the first Homeland Security Grant in 2000, the Strike Teams have been brought up to regional standards and have maintained that standard primarily using grant funds. There are no long term funding requirements for Travis County.

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.

There is no match required for the grant.

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 indirect cost allocation associated with the grant as in previous Homeland Security Grants.

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 County is not legally required to provide Hazardous Materials Strike Teams but would be asked to consider supporting the effort if funds become unavailable.

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

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.

There are no specific performance measures associated with the HazMat Strike teams but it does impact the performance measures for number of drills and training provided since the Office Of Emergency is involved with conducting the drills and providing training.

Randy Lott - Amendment to 2006 LETPP GAN

From: "Hunt, Tanner"
To:
Date: 5/13/2008 3:45 PM
Subject: Amendment to 2006 LETPP GAN
Attachments:

Mr. Lott,

Below is an email that I sent out last month regarding an extension we received on a grant. Somewhere along the way I think we all got confused in thinking that it did not need to go to court. But as it turns out, we do require the Judge's signature on the GAN. What do you need me to do to help it get on the agenda as quickly as possible? Thank you for your help with this.

Tanner Hunt
(512)974-0474

From: Hunt, Tanner
Sent: Thursday, April 10, 2008 4:29 PM
To: randy.lott@co.travis.tx.us; jim.connolly@co.travis.tx.us; ellen.heath@co.travis.tx.us
Cc: Baldwin, Pete; christine.lego@co.travis.tx.us
Subject: Amendment to 2006 LETPP GAN

Greetings All,

I just received notification of an extension to the 2006 LETPP Grant to February 28, 2009. Please see the attached amendment to the GAN and let me know if you have any questions. Thank you all.

Tanner Hunt
Emergency Planner
Travis County OEM
(512)974-0474

84

TRAVIS COUNTY
DEPARTMENT OF EMERGENCY SERVICES
OFFICE OF EMERGENCY MANAGEMENT
CTECC, P.O. Box 1099, Austin, TX 78767
Main 512-974-0450 Fax 512-974-0499

Pete Baldwin, Coordinator
Stacy Moore-Gujardo, Asst. EMC
Tanner Hunt, Planner

MEMORANDUM

To: **Randy Lott, Jim Connolly, Ellen Heath**

From: **Tanner Hunt, Emergency Planner**

Date: **April 10, 2008**

Subject: **Amendment to the Grant Adjustment Notice for the 2006 Law Enforcement Terrorism Prevention Program Grant**

Please find attached a Grant Summary Sheet and a copy of the Amendment to the Grant Adjustment Notice for the 2006 Law Enforcement Terrorism Prevention Program Grant to Travis County. The State of Texas received a blanket extension for the FY 06 Homeland Security Grant to February 28, 2009. All amounts and requirements remain the same. Please feel free to contact me if you should have any questions.

cc: Pete Baldwin, Christine Lego

Randy Lott - Re: Amendment to 2006 LETPP GAN

From: Ellen Heath
To: Randy Lott
Date: 6/4/2008 2:27 PM
Subject: Re: Amendment to 2006 LETPP GAN

Yes, this is fine.

>>> Randy Lott 6/4/2008 2:03 PM >>>
Ellen,

I just wanted to verify with the Auditor's Office that there are no concerns or issues with this going forward to Commissioners Court on Tuesday, June 10th. Thank you.

Regards,
Randy

Governor's Division of Emergency Management

2006 Grant Adjustment Notice

for

Travis County

Date of Award
April 9, 2008

This GAN changes the performance dates of the grants in Section 5.

1. Sub-Recipient Name and Address	**2. Prepared by:** Saba, Sherry	**3. Award Number:** 06-GA 48453-04
Judge Samuel T. Biscoe Travis County P. O. Box 1748 Austin, TX 78767	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2006-GE-T6-0068
	Date Federal Grant Awarded to GDEM:	July 1, 2006
	Federal Granting Agency:	Office of Grants and Training U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

Total Award Amount

$20,000.00

Note: Additional Budget Sheets (Attachment A): No

CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other
$0.00	$20,000.00	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Jul 1, 2006 to Feb 28, 2009

6. Statutory Authority for Grant: This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving GDEM Official:	**Signature of GDEM Official:**
Jack Colley, Chief Division of Emergency Management Office of the Governor	Jack Colley

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	**12. Date Signed :**

13. DUE DATE: May 15, 2008

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) HOMELAND SECURITY GRANT PROGRAM (HSGP)	**2006 Grant Adjustment Notice For** Travis County

AWARD NUMBER 2006 HSGP - 48453

TERMS AND CONDITIONS

PURPOSE AND OVERVIEW

Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at http://www.whitehouse.gov/omb/circulars/index.html.

1) **AWARD ACCEPTANCE**

The ***Notice of Sub-recipient Award*** is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.

2) **GUIDANCE**

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2006 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at http://www.ojp.usdoj.gov/odp/grants_programs.htm. G&T periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Office of Grants and Training (OGT)'s Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

3) **COMPLIANCE**

A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements).
B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide* (Jan 2006) at http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf.
C. When implementing Office of Grants and Training (OGT) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting OGT funded activities.
D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide located at http://www.ojp.usdoj.gov/oc/.
E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)
F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)

TERMS AND CONDITIONS

COMPLIANCE (continued)

H. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
I. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
J. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);
4. Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted
    a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

4) **FAILURE TO COMPLY**

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned task must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved.**

5) **CONFLICT OF INTEREST**

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) HOMELAND SECURITY GRANT PROGRAM (HSGP)	**2006 Grant Adjustment Notice For** Travis County

TERMS AND CONDITIONS

6) **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
B. If any funds other than Federal appropriated funds have 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

7) **DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

The sub-recipient certifies that it and its principals and vendors:

A. 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 covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to http://www.epls.gov/.
B. 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;
C. 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 enumerated in paragraph (1)(b) of this certification; and
D. 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; and
E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

8) **MONITORING**

A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

9) ***REPORTING***

A. A-133 Reporting Requirement – All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than $500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at http://harvester.census.gov/sac/. A report must be submitted to GDEM/SAA each year this grant is active.

TERMS AND CONDITIONS

9) **REPORTING** (continued)

B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2006 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

10) **USE OF FUNDS**

A. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OGT.
B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

11) **REIMBURSEMENT**

A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.

12) **ADVANCE FUNDING**

A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville , MD 20852

13) **TRAINING/EXERCISE**

Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.

14) **EQUIPMENT REQUIREMENTS**

A. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide* .

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) HOMELAND SECURITY GRANT PROGRAM (HSGP)	**2006 Grant Adjustment Notice For** Travis County

TERMS AND CONDITIONS

14) **EQUIPMENT REQUIREMENTS** (continued)

B. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

15) **UASI**

A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

16) **REQUIREMENTS - MISCELLANEOUS**

A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a subgrantee maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
B. Projects identified in the State Preparedness Assessment Report System (SPARS) (www.texasdpa.com) must identify and relate to the goals and objectives indicated by the applicable 15 approved project investments for the period of performance of the grant.
C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
E. Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients must have formally recognized the NIMS and adopt the NIMS principles and policies.

17) **CLOSING THE GRANT**

A. The sub-recipient must have all equipment ordered by December 30, 2007. The last day for submission of invoices is February 28, 2008.
B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

18) **PUBLICATIONS**

A. Sub-recipient acknowledges that OGO/OGT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants and Training , United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) HOMELAND SECURITY GRANT PROGRAM (HSGP)	2006 Grant Adjustment Notice For Travis County

TERMS AND CONDITIONS

19) **RESTRICTIONS, DISCLAIMERS and NOTICES**

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's COG governing board.
C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief
Division of Emergency Management
Office of the Governor
PO Box 4087
Austin , TX 78773-0270

RECEIVED
COUNTY JUDGE'S OFFICE

08 JUN -3 PM 4:18

#20

Travis County Commissioners Court Agenda Request

Please consider the following item for:

Voting Session: June 10, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget **Phone 854-8679**

Requested Text:

Receive briefing, discuss and give staff direction regarding the process and schedule for developing the advertisement for the public hearing to set elected officials' salaries for FY 09 and the calendar for actions for the remainder of the salary setting process.

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

II. A. All backup material needs to be attached to the Agenda 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 and send a copy of this Agenda Request and backup to them:

Leroy Nellis, Budget Manager, Planning & Budget	854-9106
Belinda Powell, Capital Planning Coordinator, Planning & Budget	854-9106
Chris Broussard, Business Analayst III, Plannign & Budget	854-9106
Susan Spataro, County Auditor,	854-9125
John Hille, Assistant County Attorney,	854-9415
Barbara Wilson, Assistant County Attorney,	854-9415
The Honorable Dana DeBeauvoir, County Clerk,	854-9188
Gillian Porter, Commissioner Court Specialist, County Clerk's Office	854-4722
Brenda Torrez, Administrative Associate, County Clerk's Office	854-9188
Josie Zavala, Administrative Aide, County Judge's Office,	854-9555
Melissa Velasquez, Executive Assistant, County Judge's Office	854-9555
Linda Moore-Smith, Director of Human Resources Management,	854-9167
Carlotta Valdez Leavy, Human Resource Management Specialist	854-9167
All Elected Officials	

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any budget
_____ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials **MUST** be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.

20

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

TO: Members of the Commissioners Court

FROM: Belinda Powell, Capital Planning Coordinator
Chris Broussard, Business Systems Consultant

DATE: **June 5, 2008**

RE: **Elected Officials' Salary setting process and calendar of actions**

On June 3, 2008 the Commissioners Court received a report from Rodney Rhoades, Executive Manager of Planning & Budget and Leroy Nellis, Budget Manager on the status of the Preliminary Budget. During the briefing, the parameters developed to finalize the Preliminary Budget were discussed and the level for a proposed rank and file employee compensation increase outlined. In February 2008, Planning & Budget presented the first Budget Parameters discussion and as a part of that discussion it was determined that Elected Officials' Salary increases for FY '09 would be matched to rank and file employee increases to the extent possible. Therefore, PBO is recommending an increase of 3.5% to 4.0% for those Elected Officials not on the judicial pay scale. PBO recommends that the Elected Official's Salary Review Committee be called during FY '09 to review all non-judicial elected official salaries in preparation for the FY '10 budget process. A 3.5% pay increase for the elected officials not on the judicial pay scale would be a $63,924 increase over last years budgeted salaries with benefits and a 4.0% increase would be an increase of $73,049 including benefits. The Budget Parameters discussed on June 3rd included sufficient additional funding for elected official salary increases to cover either increase option. PBO is seeking direction from the Commissioners Court on the increase level to use in the preparation of the advertisement for the Public Hearing on the proposed salaries for elected officials.

In addition to the discussion related to proposed increase levels, PBO is presenting this item to the Commissioners Court to ensure that elected officials' salaries are advertised and set with enough lead time to allow for the grievance process to be completed, if necessary, before the adoption of the FY 09 budget on September 23, 2008. PBO has attached a table showing the key dates in the salary setting process for your review. These dates hinge on the date the Commissioners Court sets elected officials' salaries, as that triggers the statutorily mandated timeframes for filing and considering a salary grievance. PBO recommends the Commissioners Court take action no later than June 24, 2008 to approve advertising the proposed salaries, with the advertisement appearing in the Austin Chronicle on July 3rd for a public hearing on the

salaries on Tuesday, July 15, 2008. Commissioners Court action on the salaries is also scheduled July 15th during the regular voting session of the Commissioners Court.

Cc:
Rodney Rhoades, Leroy Nellis, PBO
Linda Moore-Smith, Carlotta Valdez Leavy, HRMD
Barbara Wilson, John Hille, County Attorney's Office
Melissa Velasquez, Josie Zavala, County Judge's Office
Dana DeBeauvoir, Gillian Porter, Brenda Torrez, County Clerk's Office
Elected Officials

Elected Officials' Salary Setting Calendar
Fiscal Year 2009 Salaries

CCt receives budget Parameter recommendations.	June 3
CCt discusses of Elected Officials' Salaries	June 10 – 24
CCt votes to advertise proposed salaries for elected officials and approves ad for Public Hearing.	**June 24**
Ad appears in Austin Chronicle.	**July 3**
CCt holds **public hearing** on proposed salaries for elected officials. CCt **sets the salaries** for elected officials. County Judge's Office provides written notice of same to each elected county and precinct officer.	**July 15**
Deadline for elected official to file a grievance with the County Judge's Office. (5 business days from Court action and notice).	July 22, 5:00pm
If a grievance is received, the Grievance Committee must be convened within 10 days after the grievance is received to hear the grievance and develop a recommendation. Date ranges are the earliest and latest date a grievance can be reviewed by the Committee, based on the dates of receipt.	July 25 – Aug 1
Commissioners Court considers Committee's decision in regular meeting.	Aug 5
FY 09 Budget Adopted.	Sep 23

21

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -5 AM 10:21

Travis County Commissioners Court Agenda Request

Voting Session June 10, 2008

I. A. Request made by: _____

Rodney Rhoades, Executive Manager, Planning & Budget, 854-8679

B. Requested Text:

Discuss, approve and give staff direction regarding the creation of a Travis County Efficiency Committee.

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:

Leroy Nellis, Budget Manager, Planning & Budget	854-9106
All Planning & Budget staff	854-9106
Susan Spataro, County Auditor	854-9125
Alicia Perez, Executive Manager Administrative Operations	854-9343
Joseph P. Gieselman, Executive Manager, TNR	854-9383
Roger Jefferies, Executive Manager, Criminal Justice Planning	854-4415
Danny Hobby, Executive Manager, Emergency Management	854-9367
Sherri Fleming, Executive Manager, HHS&VS	854-4100
The Honorable Greg Hamilton, Travis County Sheriff	854-9770
All Elected and Appointed Officials	
All County Department Heads	

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)
_ Contract, Agreement, Policy & Procedure

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: **County Judge and Commissioners**

FROM: **Rodney Rhoades, Executive Manager**

DATE: **June 4, 2008**

SUBJECT: **Court Communication**

A. Item Description:

Proposed creation of the Travis County Efficiency Committee

B. Options:

1. Do nothing. This option will not address the increasing resource limitations placed on the County as a result of increased fuel, utilities and other normal costs of providing services to the citizens of Travis County.
2. Create the proposed Efficiency Committee to review and recommend measures to help reduce operational costs throughout the organization.
3. Create two committees to 1. Review and recommend fuel and utility cost reduction measures and 2. Review and recommend operational efficiency improvements for both the short and long term.

C. Departmental goal:

To provide the Commissioners Court and the citizens of Travis County with quality services in the most efficient manner possible.

D Background on item:

Travis County is dedicated to reviewing all efficiencies available to help reduce the increasing costs for fuel, utilities as well as other operational costs. In addition, we are dedicated to the overall well being of our employees and recognize the burden felt on each employee as a result of the current state of the economy. Therefore, the Commissioners Court is herby authorizing the development of the "Travis County Efficiency Committee" to solicit and develop recommendations during the FY 09 budget preparation to 1) reduce the overall costs to the County for such things as fuel and utilities and 2) ease the burden of cost on the individual employee's and their family.

F. Financial information:

Increased fuel costs for FY 08 is anticipated to be over $750,000 and utility costs are continuing to increase as well. It is anticipated that the increased costs for fuel and utilities in FY09 could be as high as $2.7 million higher than the current year's expenditures. We also have a current imbalance in the existing preliminary budget of over $1.1 million and are reviewing ways to improve overall efficiencies throughout the organization.

G. Recommendation:

Option #2 is recommended. This option provides an opportunity to review existing financial and operational constraints and bring back a consolidated list of recommendations.

Suggested Committee Make-up

The following is a suggested committee make-up for consideration as a core group of Offices/Department for the Efficiency Committee based on the focus stated previously to attempt to:

1. reduction of the costs to the County for such things as fuel and utilities and,
2. to ease the burden of those costs on the individual county employee and their families.

Offices/Departments or specific individuals may be brought into the discussion on specific issues or recommendations as needed. The core group of the Efficiency Committee may be addressed further in FY 09 as charges and issues develop from the success of this initial focus group.

Proposed Core Team:
Executive Manager Planning & Budget
Travis County Auditor
Travis County Purchasing Agent
Executive Manager Administrative Operations
Executive Manager Transportation & Natural Resources
Executive Manager Health & Human Services and Veteran Services
Executive Manager Criminal Justice Planning
Executive Manager Emergency Services

Other Possible Participants:

Travis County Sheriff's Office
Juvenile Court
Human Resource Management
County Attorney

22

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Voting Session: June 10,2008

I. A. Request made by: **DANNY HOBBY/EXECUTIVE MANAGER EMERGENCY SERVICES**
Phone #:**854-4416**
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ADDITIONAL FUEL FUNDING FROM GENERAL FUND ALLOCATED RESERVES FOR THE STAR FLIGHT PROGRAM BUDGET. (TCES)

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:

_____
_____
_____

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 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

Austin-Travis County EMS
STAR Flight

7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager Emergency Services

From: Casey Ping, Program Manager

Date: June 2, 2008

Subject: Fuel Budget Request

For FY08 we estimated 77,000 gallons each at $2.14/gallon. This would have cost $164,780. We were budgeted $166,734 which includes about $1,950 for Multi-Service (fuel credit card for out-of-town purchases).

So far in FY08 we have purchased ~45,000 gallons and the average cost has been $2.85/gallon. The most recent purchases have been $3.56/gallon. We estimate needing ~37,500 additional gallons @ $3.56/gallon =$133,500. We estimated an additional $2,100 for Multi Service card purchases which totals $135,600. We have $25,611 left unencumbered leaving us with a deficit of $109,989.

Historical average cost per gallon

FY06- $2.12
FY07- $2.04
FY08- $2.85 to $3.54

Cost of 77,000 gallons

At FY06 cost-	$163,240
At FY07 cost-	$157,080
At FY08 ($2.85/gallon)-	$219.450
At FY08 ($3.56/gallon)-	$274,120

You will notice the biggest factor in the fuel cost has been price.

There is insufficient department funding to cover this expense and it is too early in the fiscal year for us to start moving money to fuel. Doing so could leave us with insufficient funds to cover scheduled or unscheduled aircraft maintenance items that may come up.

We are requesting additional fuel funding from general fund allocated reserves for $110,000.

This funding request is dependant upon fuel staying at or below $3.56/gallon.

Please let me know if you need additional information.

Casey

23

Travis County Commissioners Court Agenda Request

Voting Session 6/10/08 (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: Discuss and take appropriate action on request for a budget transfer of $925,024 from the General Fund Reserves to TNR, Fleet Services for the centralized fuel line item, and on the implementation of fuel conservation measures

C. Approved by: _____

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:

Cynthia McDonald	- 854-9383	Jessica Rio	- 854-4455
Rodney Rhoades	- 854-9106	Carol Joseph	- 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

__X__ 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 Friday the week before the scheduled meeting. Late or incomplete requests will be deferred.

RECEIVED
08 JUN 10 PM 2:16
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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) 473-9383
FAX (512) 708-4697

June 2, 2008

MEMORANDUM

TO: Members of the Commissioners Court
Planning & Budget Office

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Mike Joyce, Division Manager, Fleet Services, TNR

SUBJECT: BUDGET TRANSFER REQUEST FOR FUEL LINE ITEM ON GENERAL FUND

Proposed Motion:

Approve budget transfer of $925,024 from the General Fund Reserves to TNR, Fleet Services for the centralized fuel line item.

Summary and Recommendation:

Fuel prices for FY08 have escalated from $2.45 per gallon as budgeted for FY07 and FY08 to $3.53 per gallon for gas and $4.25 per gallon for diesel in late May 2008. Presently, the cost per gallon of gas is 44% higher and diesel is 77% higher than the budgeted price. The increase in fuel cost came unexpectedly for FY08 and therefore has caused a shortfall in the fuel budget. TNR Fleet Services is projecting 336,570 gallons of gas at $3.80 and 29,100 gallons of diesel at $4.50 per gallon needed to complete the FY08 budget year. This will put the total usage at 849,264 gallons of gas and 76,499 gallons of diesel for FY08. The unencumbered balance of $484,895 on May 31st and the requested amount of $925,024 will fund this usage though FY08.

The transfer of $925,024 is needed to ensure that we have the funds available to continue purchasing fuel for the County's General Fund operations. The largest user groups in the General Fund are the Sheriff's Office (55%), TNR General Fund (9%) and Constables (10%). All other County General Fund departments account for the remaining (26%). TNR recommends approval of the budget transfer from the County's General Fund Reserves to the centralized fuel line item of Fleet Services (49/52).

Budgetary and Fiscal Impact:

This request will increase the current budget for line item 001-4952-621-3023 from $2,116,466 to $3,041,490. This transfer will allow for fuel purchases through September 30, 2008. TNR has submitted a budget request for FY09 that takes into account the escalating price of fuels and will continue to work with PBO to ensure that the county is sufficiently budgeted for FY09. (See attachment.)

Issues and Opportunities:

Projected fuel prices for the FY08 budget, based on information available at this time, are insufficient. Fuel prices have increased higher than projected and continue to remain higher than the budgeted amount of $2.45 per gallon. Ever increasing petroleum prices may be the future as the world demand for oil exceeds supply. Many oil futures analysts predict that oil production will peak between 2010 and 2015 (see attached graphic from the June, 2008 National Geographic Magazine) and that rising demand from China, India, and other growing economies will pressure upward pricing. A rational response to higher prices would be less consumption.

Given the continually rising cost of petroleum-based products, including fuel, Travis County should consider implementing fuel conservation measures such as:

<u>Reduce Trips</u>
- Reduce number of stand-by personnel with vehicles by having on-call rotation and call-out protocols
- Allow Take Home Vehicles for Emergency Situations Only
    a. Hurricane/Tornado Watch
    b. Winter Weather Advisory
    c. Homeland Security Red or Orange Alert
- Mothball 10% of the County vehicle fleet

<u>Reduce Single Purpose/Single Occupant Trips</u>
- Trip chaining – Multiple stops on same trip
- Shuttle service on frequently traveled routes (east & west command or service centers, other county campuses)
- Consolidate mail runners
- Group trips by work crews to job site
- Manage job assignments to reduce work trips
- Reduce dead-head trips
- Strictly enforce idle reduction policy

<u>Constrain Fuel Budget</u>
- Maintain county fuel budgets at current level
- Allocate monthly fuel budgets (gallons used) to each department
- Require 10% cut-back in fuel consumption by each department

<u>More Fuel Efficient Vehicles</u>.
- Purchase fuel-efficient vehicles (30 mpg or better) for all purposes
- Increase hourly rental rate for off-duty patrol vehicle use

Right-Size Fleet
Use Smaller, Fuel Efficient Vehicles to achieve higher MPG. (County policy)
- V-6 engines vs. V-8 engines
- Personnel carriers vs. Pickups
- Mid-size vehicles vs. Full-size
- Electric or hybrid vehicles vs. Conventionally fueled vehicles

Maintain Vehicles
- Properly maintain vehicles and equipment for optimal drivability
- Tune up
- Tire pressure
- Unnecessary wind resistance
- Clean fuels

Background:

Fuel costs have escalated from $2.45 per gallon as budgeted for FY07 and FY08 to as high as $3.53 for gas and $4.25 for diesel at today's price. This represents a 44% increase for gas and 77% increase for diesel.

Required Authorization:

PBO – Jessica Rio

attachment

cc: Jessica Rio, PBO
Don Ward, TNR
Cynthia McDonald, TNR

Last updated 4:24pm 6/6/2008

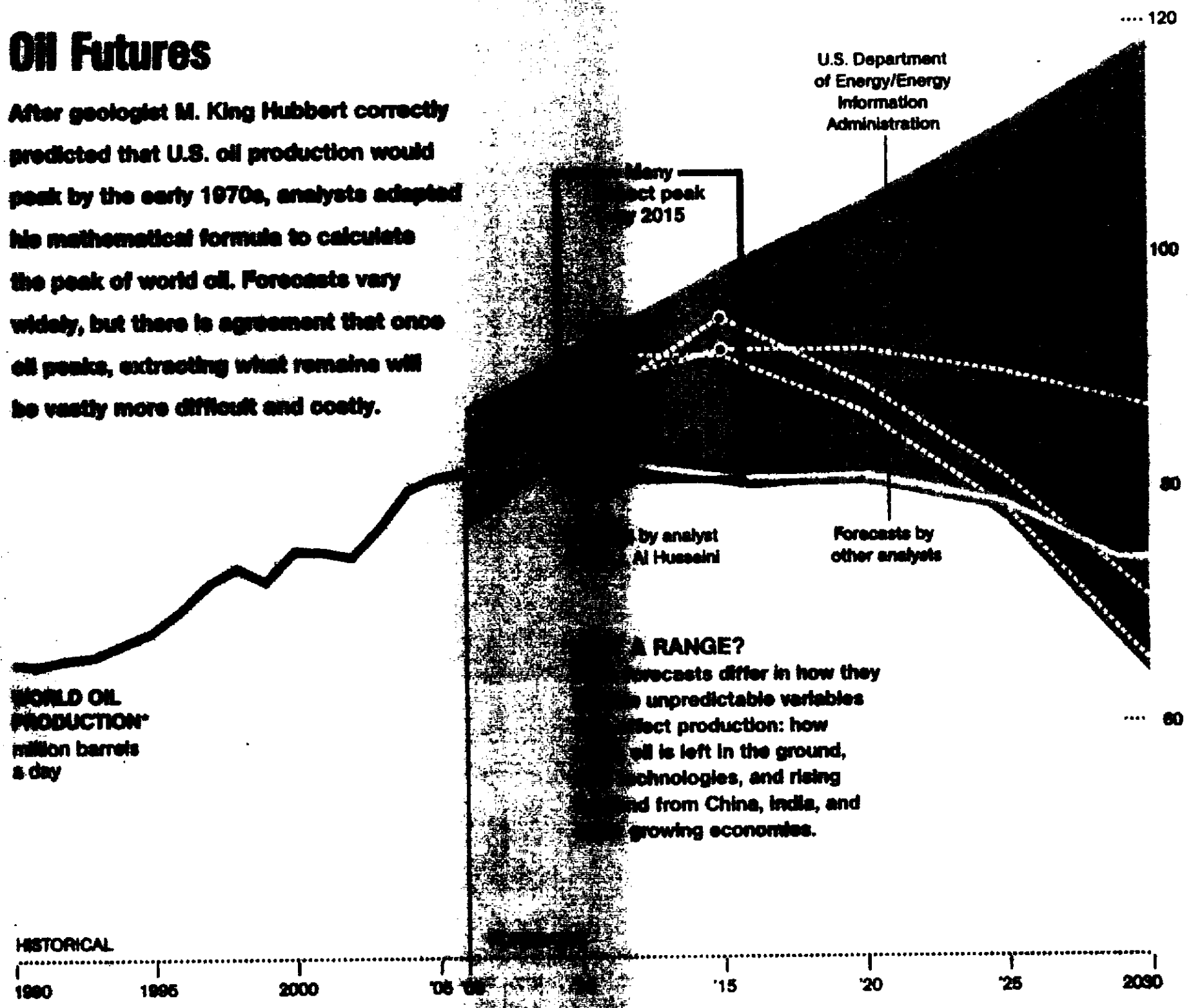
Calculation of Budget Shortfall - Fuel

Fuel Type	8 Month Usage	FY08 Projected Usage	Remaining Usage Required	Revised Cost Per Gal.	$ Needed to Complete FY08	Budget Available	Funds Required to Complete FY08
DIESEL	47,399	76,499	29,100	$ 4.50	$ 130,951.29		
GAS	512,694	849,264	336,570	$ 3.80	$ 1,278,967.88		
					TOTAL	**$ 484,895.00**	**$ 925,024.17**

The cost per gallon is derived from the best estimate at today's prices and information from the Energy Information Administration of DOE

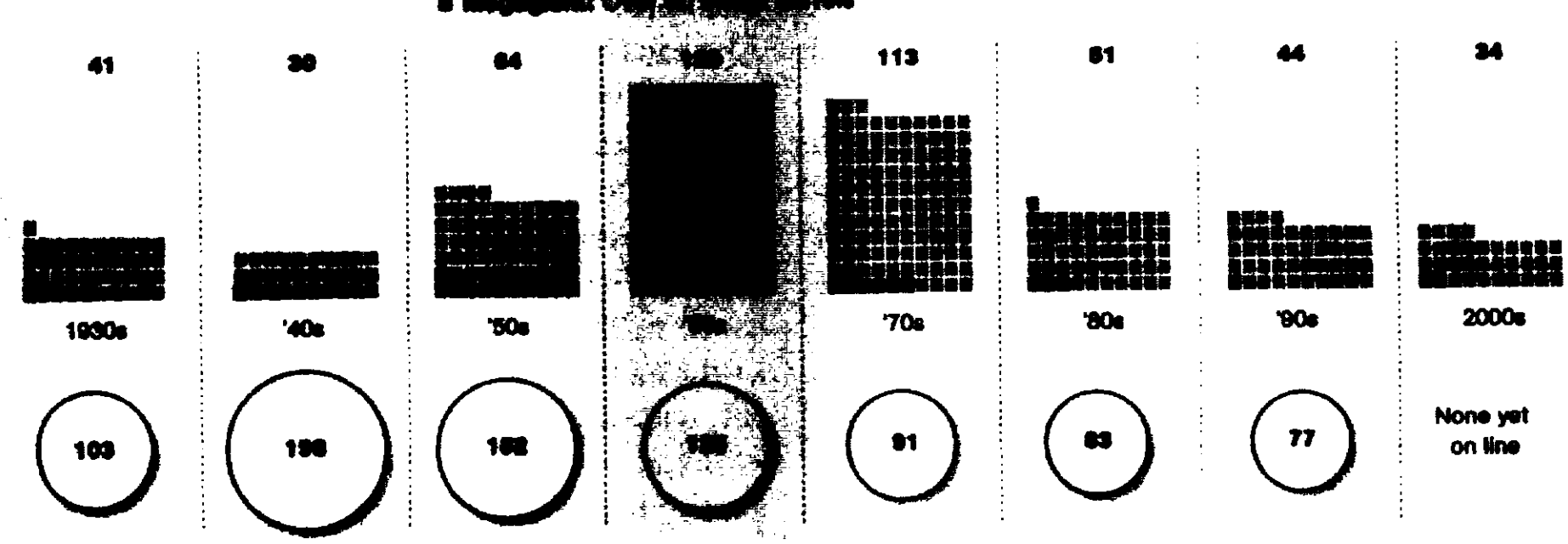
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from [illegible] easy to tap. ... But discovery of new giants, and average produ[illegible] has declined for decades. The largest single producer remains a Saudi A[illegible] found in the 1940s.



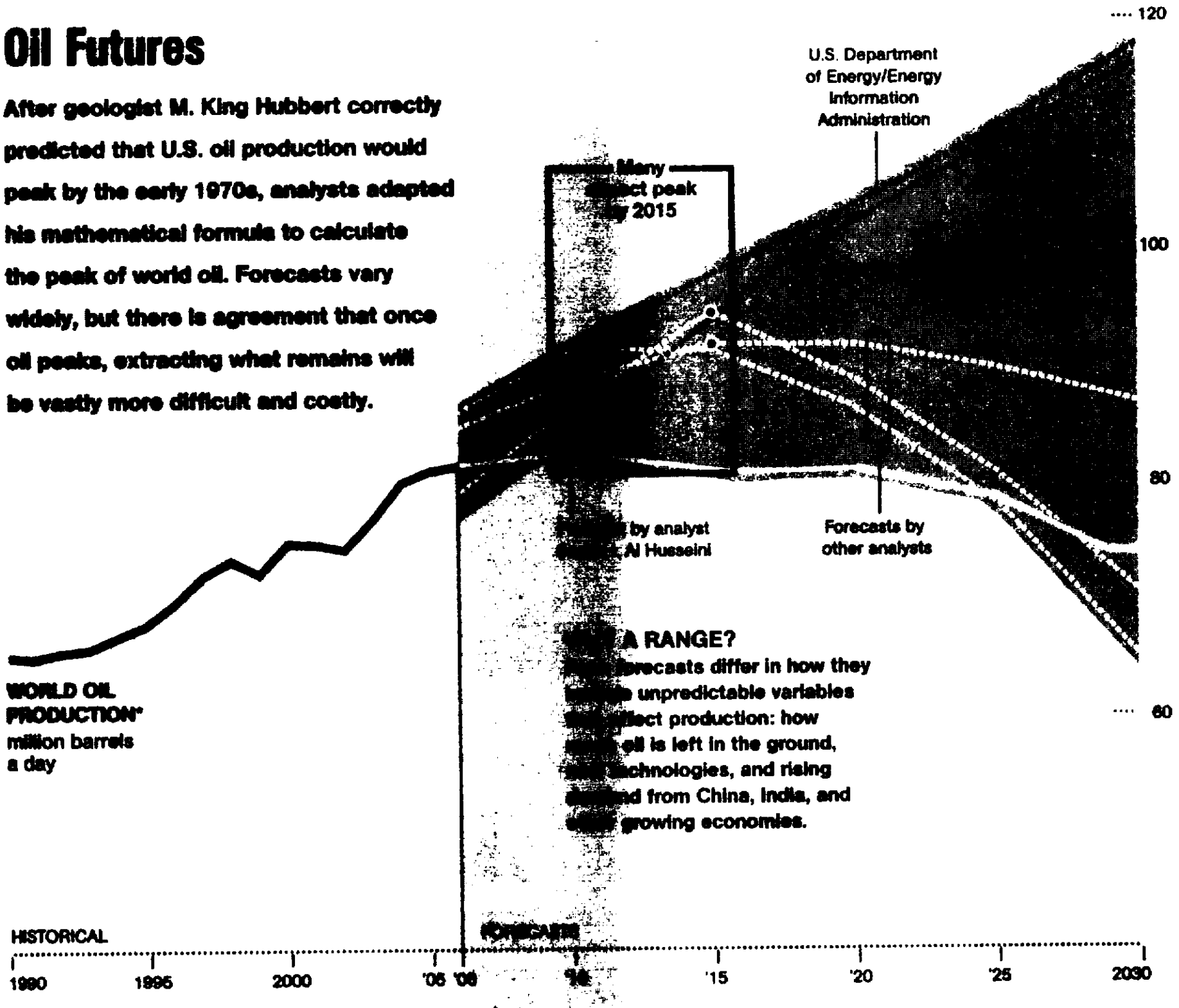
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN, NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last [illegible] 6/6/2008

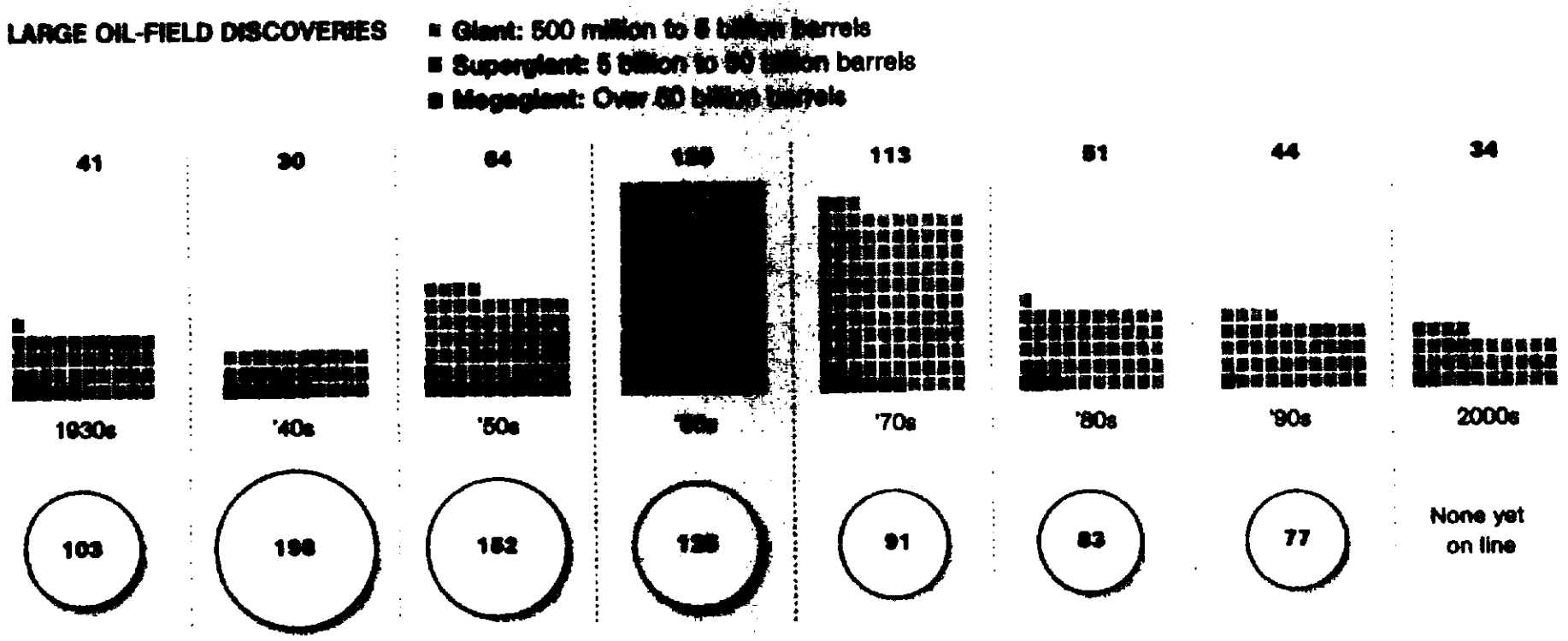
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ... But discovery of new giants, and average production per ... has declined for decades. The largest single producer remains a Saudi Arabia ... found in the 1940s.



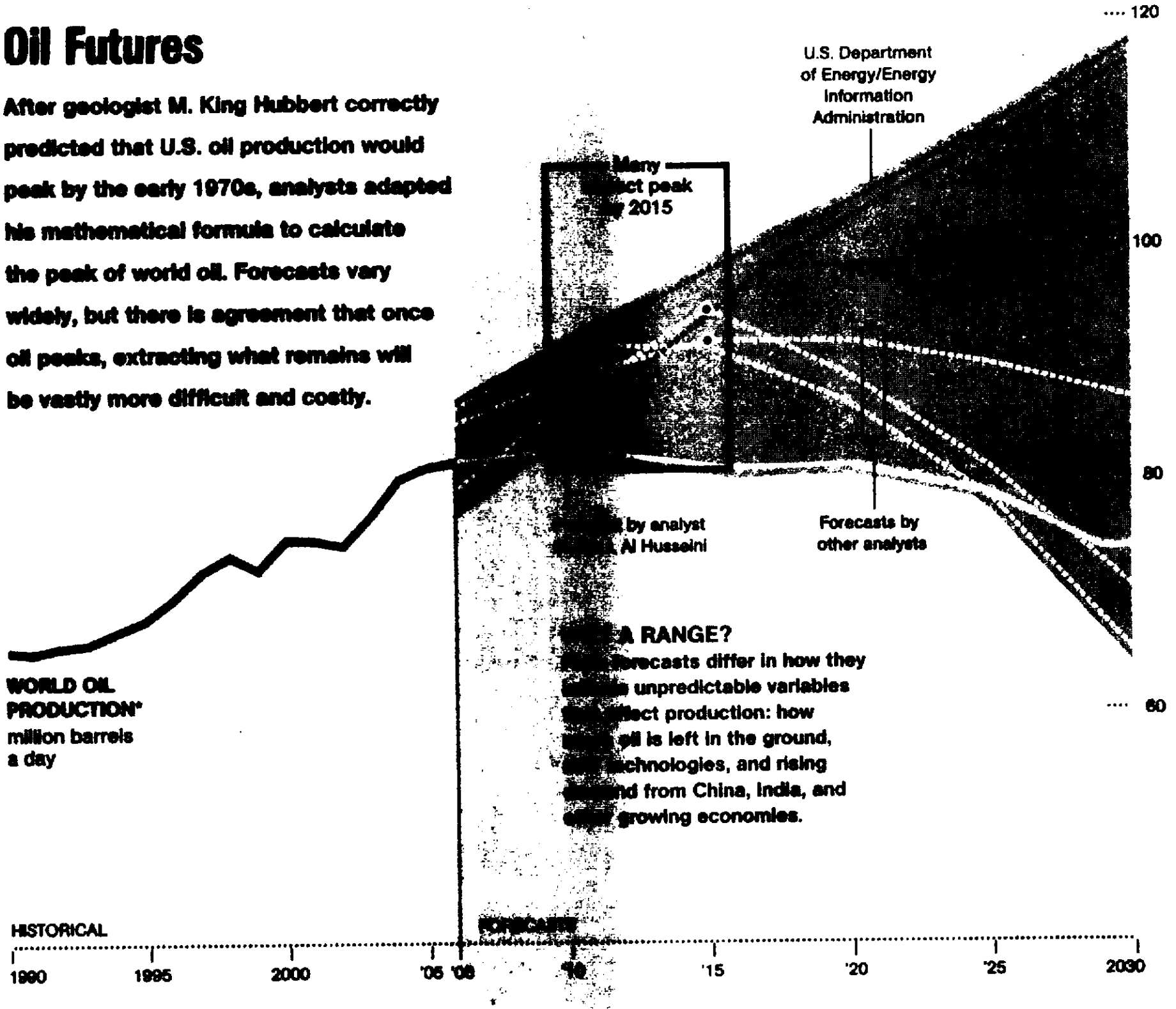
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, ... AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, WO STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN; NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... om 6/6/2008

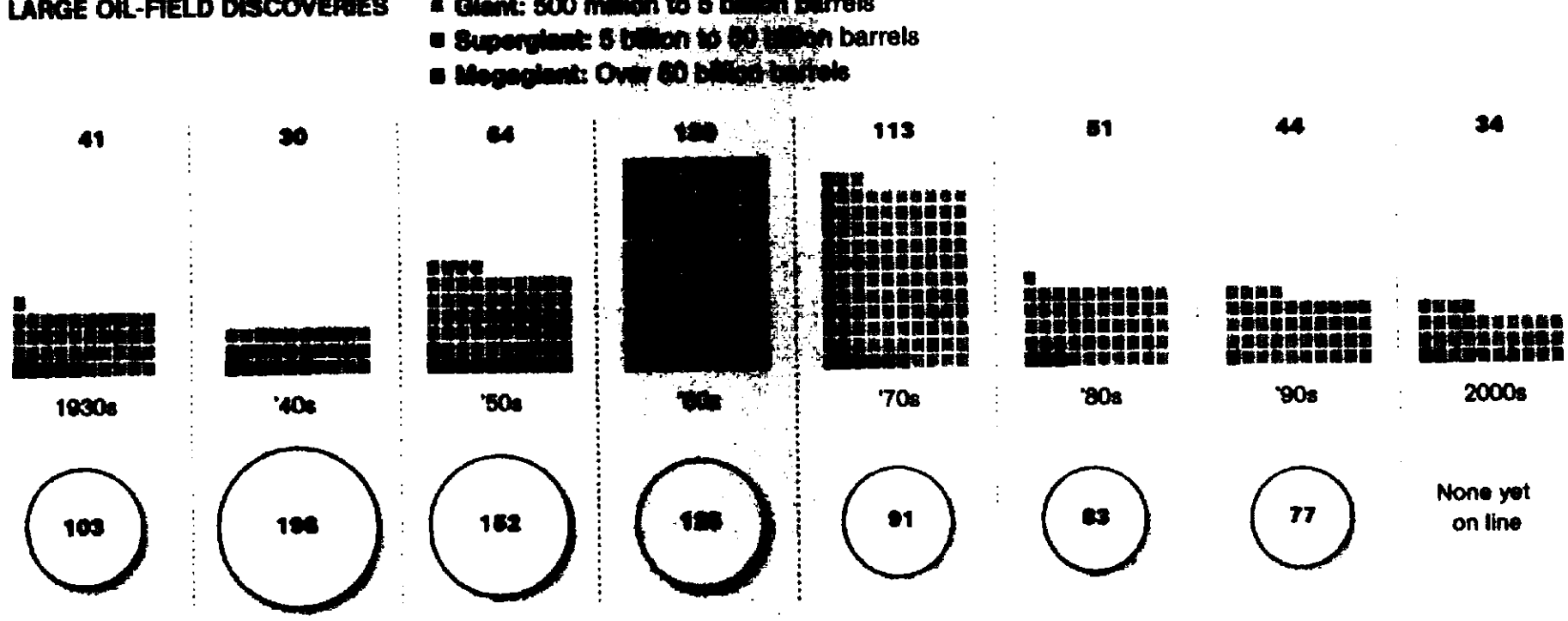
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ... But discovery of *new* giants, and average production for *all* fields, has declined for decades. The largest single producer remains a Saudi Arabia [illegible] found in the 1940s.



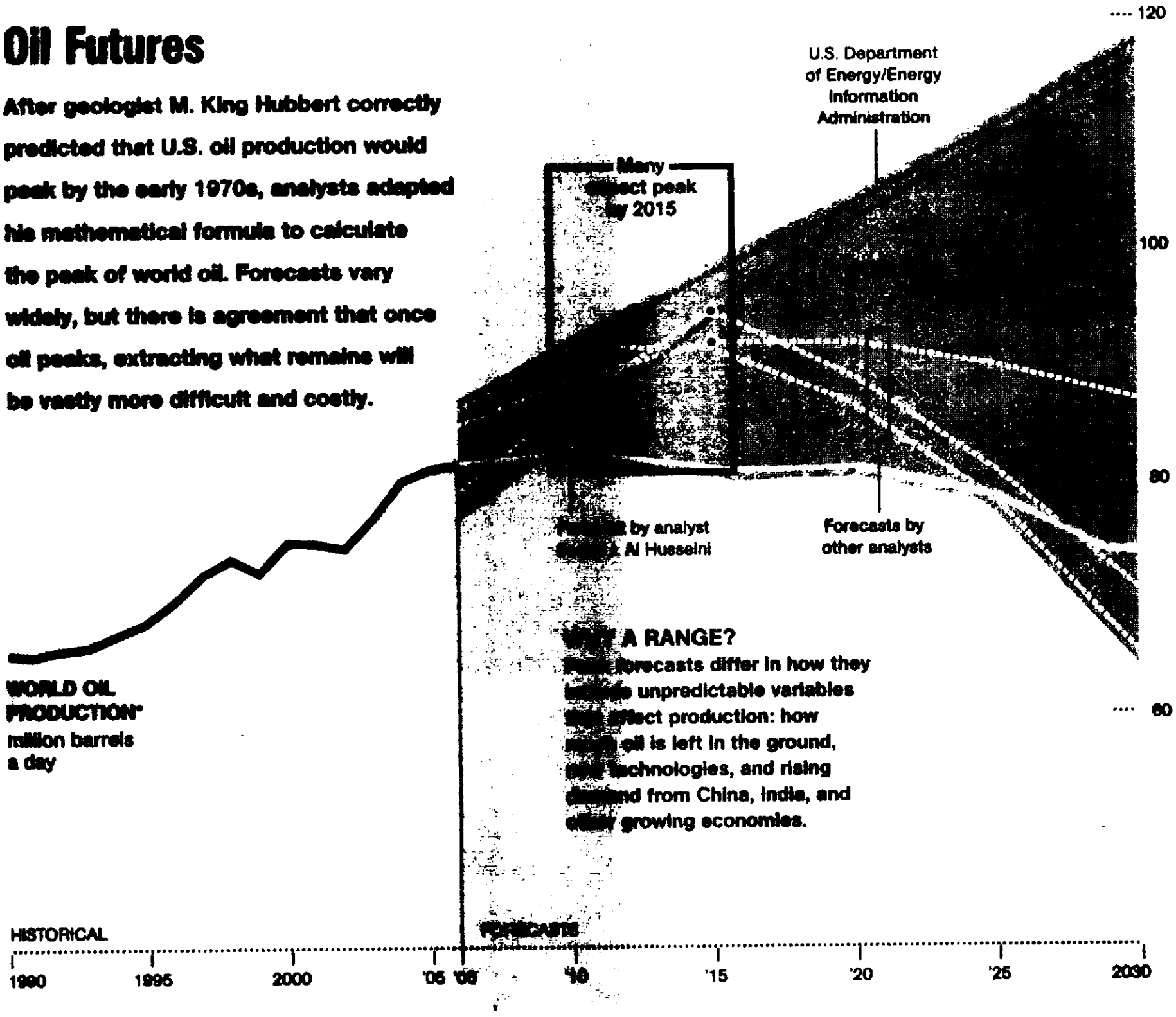
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN, NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last v[illegible]m 6/6/2008

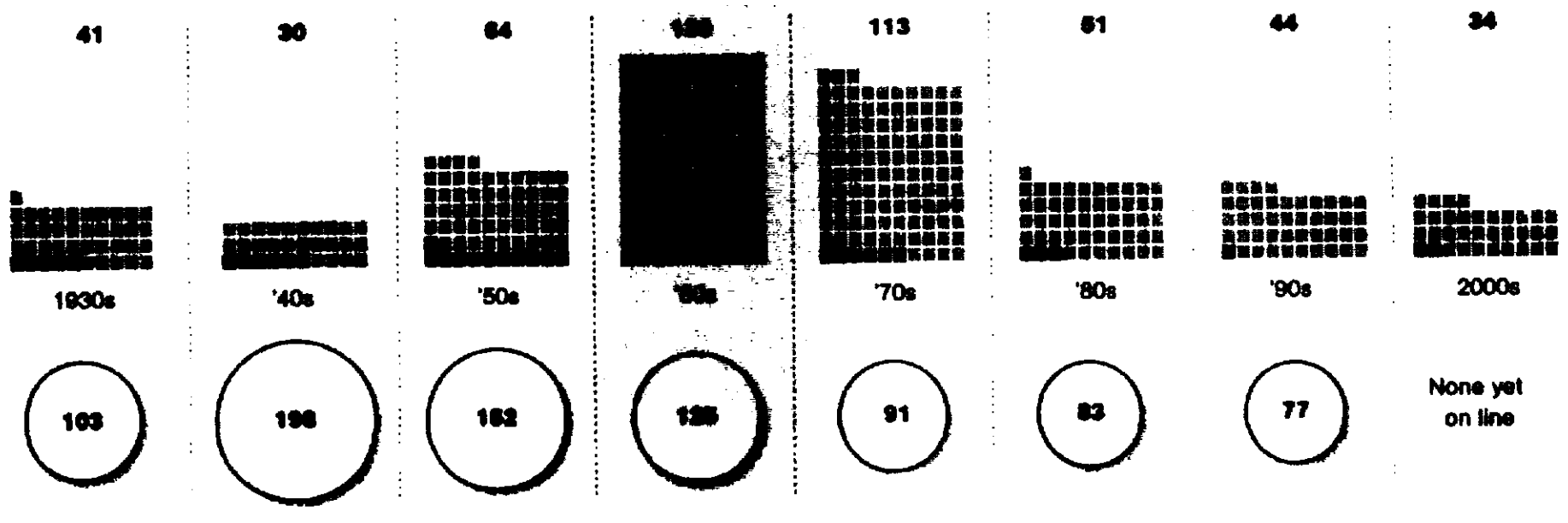
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ... But discovery of new giants, and average production per field, has declined for decades. The largest single producer remains a Saudi Arabia supergiant found in the 1940s.



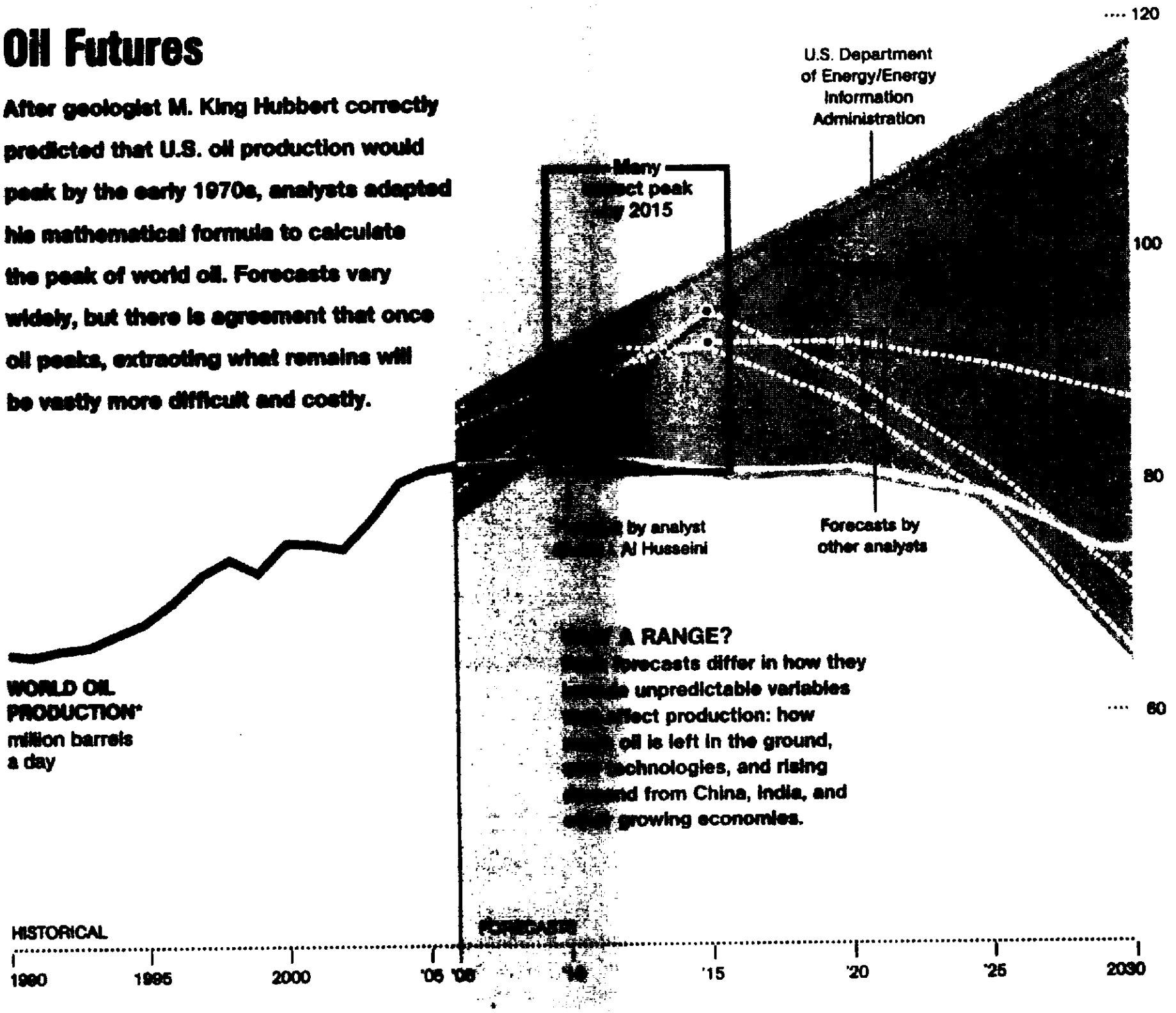
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN, NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... pm 6/6/2008

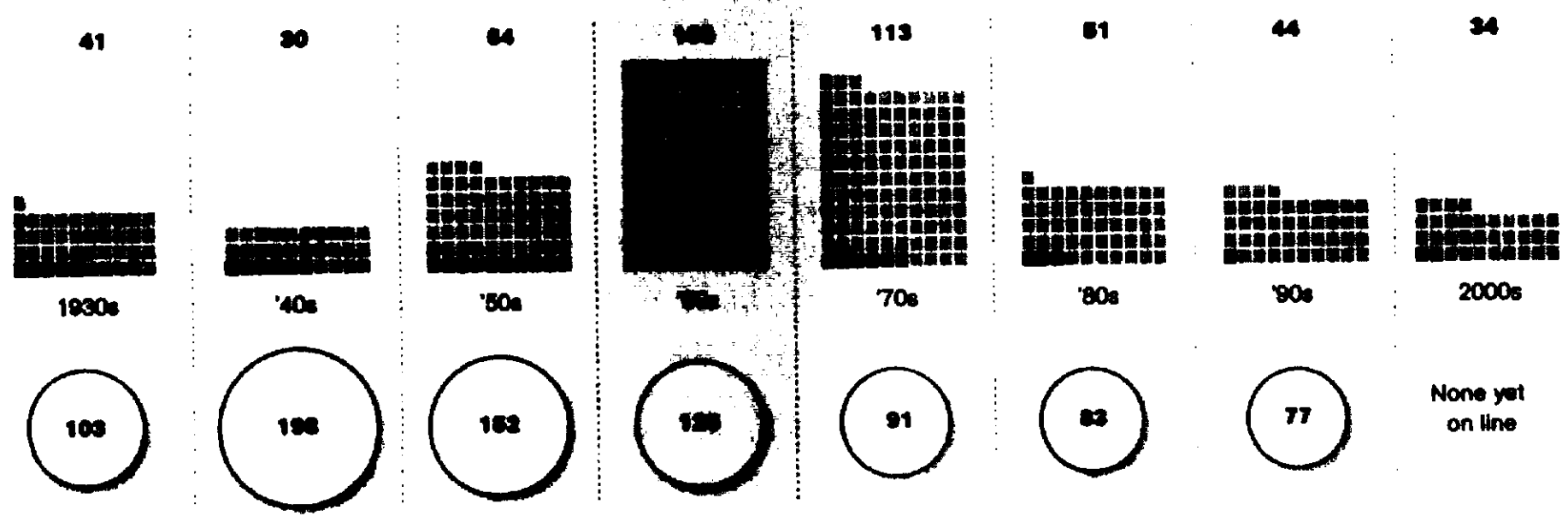
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ... But discovery of new giants, and average production per new field, has declined for decades. The largest single producer remains a Saudi Arabian supergiant found in the 1940s.



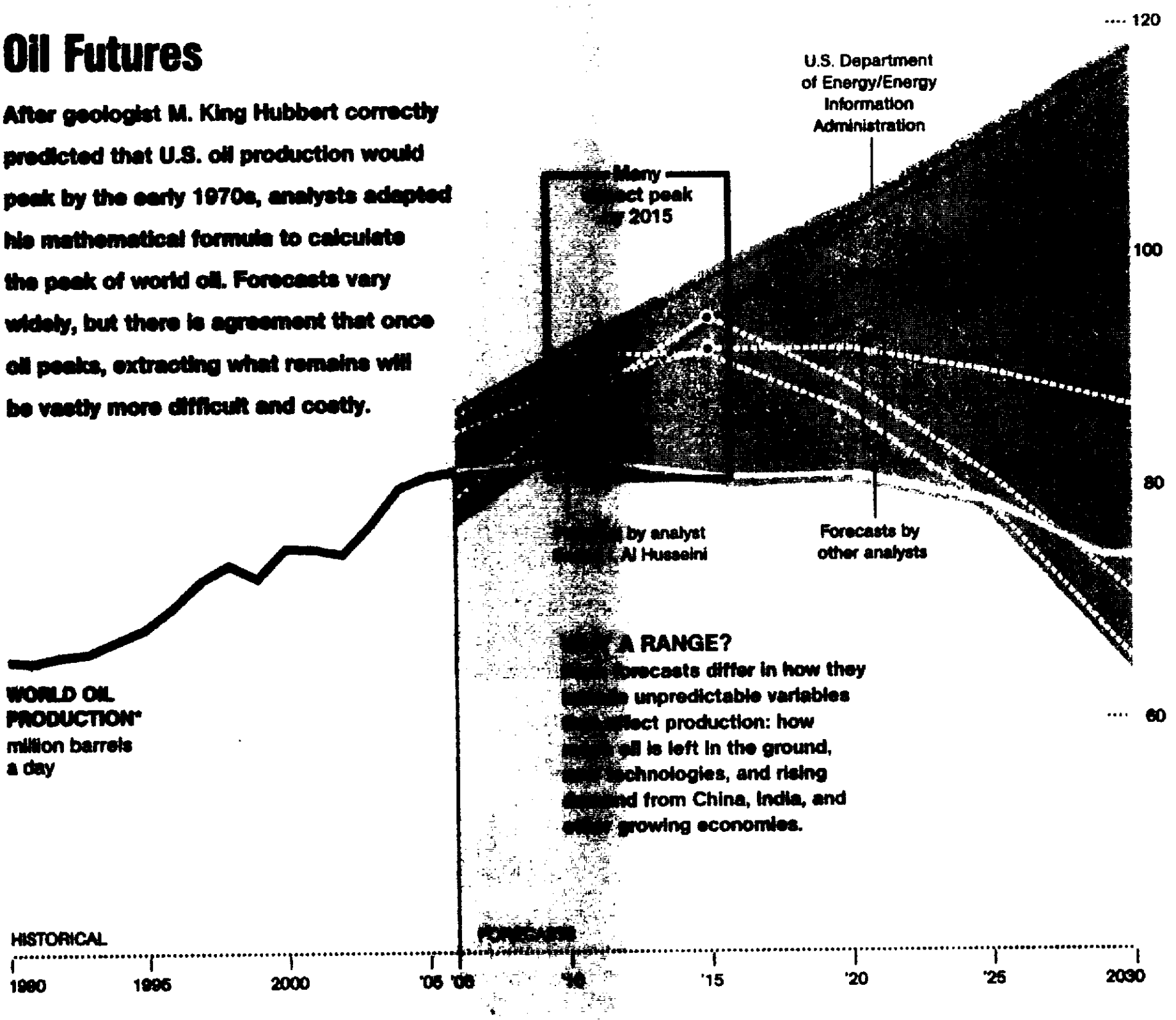
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN, NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last up... m 6/6/2008

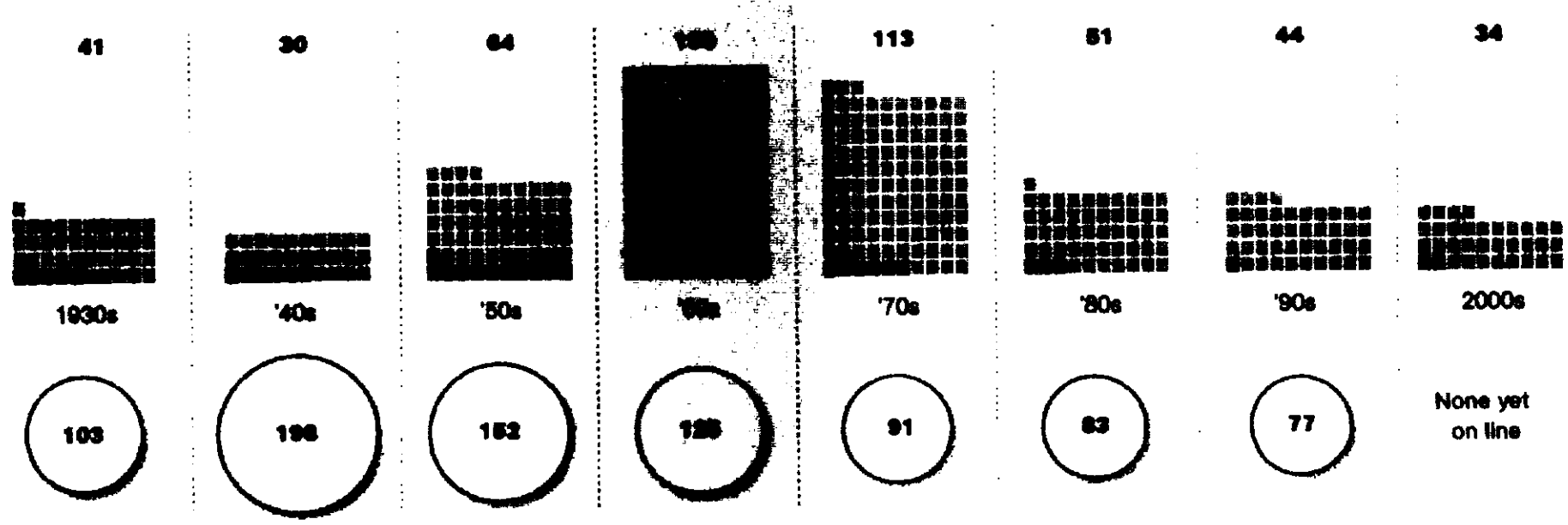
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ..
But discovery of new giants, and average production per field, has declined for decades.
The largest single producer remains a Saudi Arabia discovered in the 1940s.



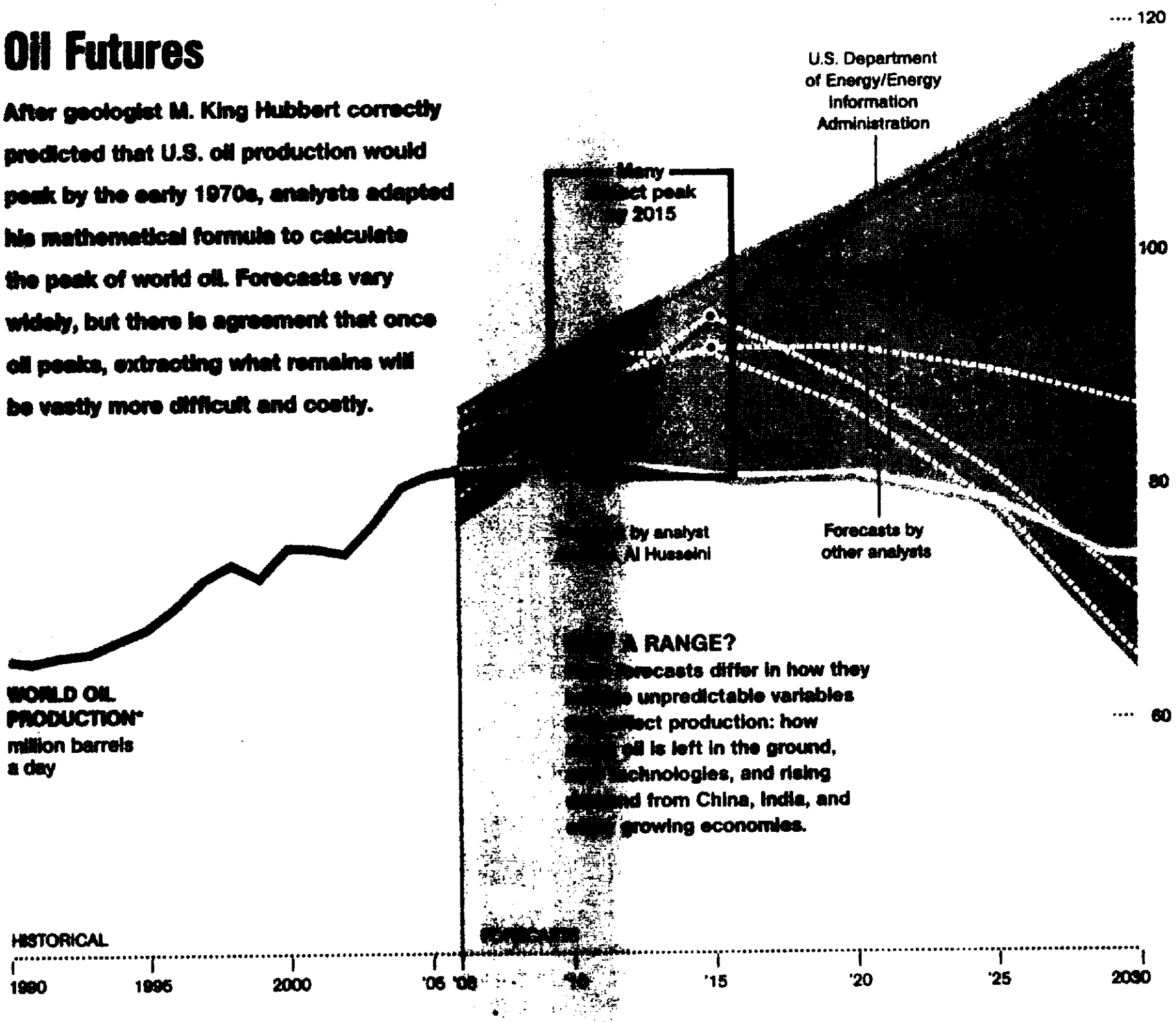
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN; NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... m 6/6/2008

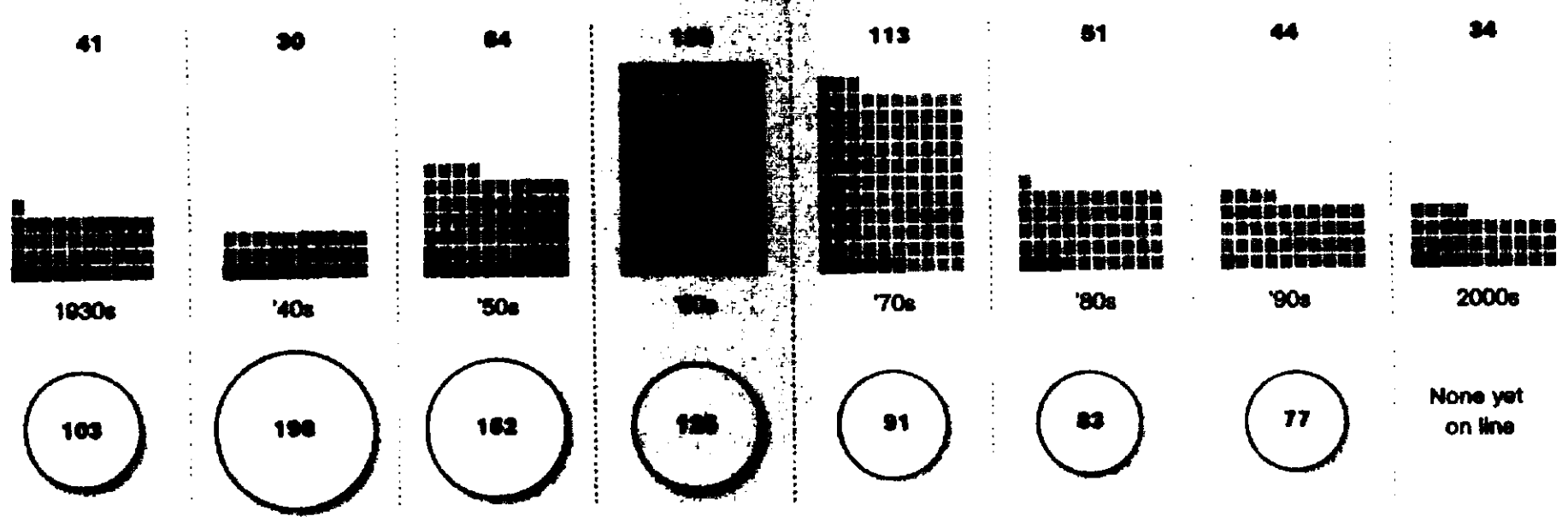
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from ... easy to tap. ... But discovery of new giants, and average produc... has declined for decades. The largest single producer remains a Saudi Arabi... in the 1940s.



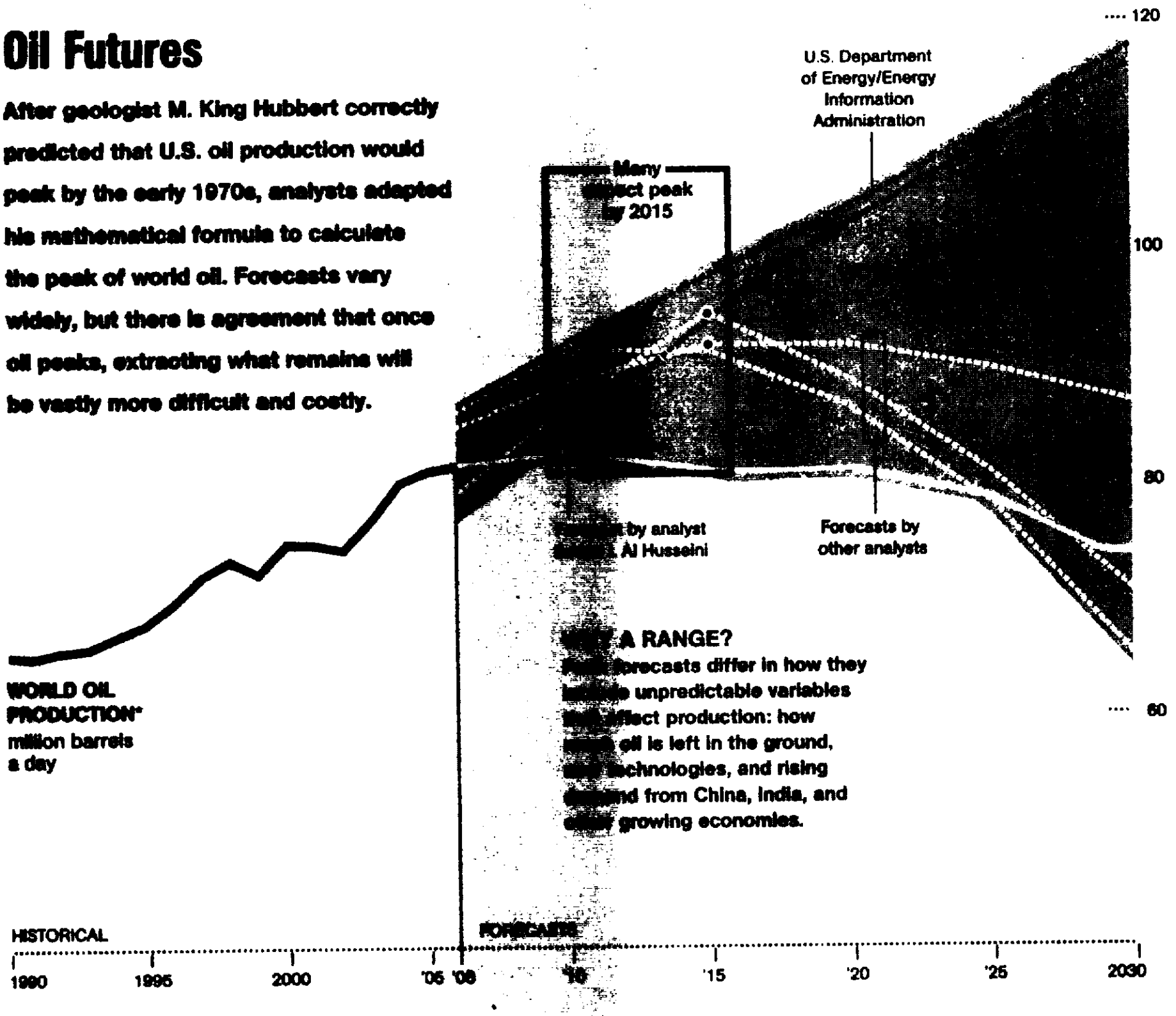
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, ... AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN, NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... pm 6/6/2008

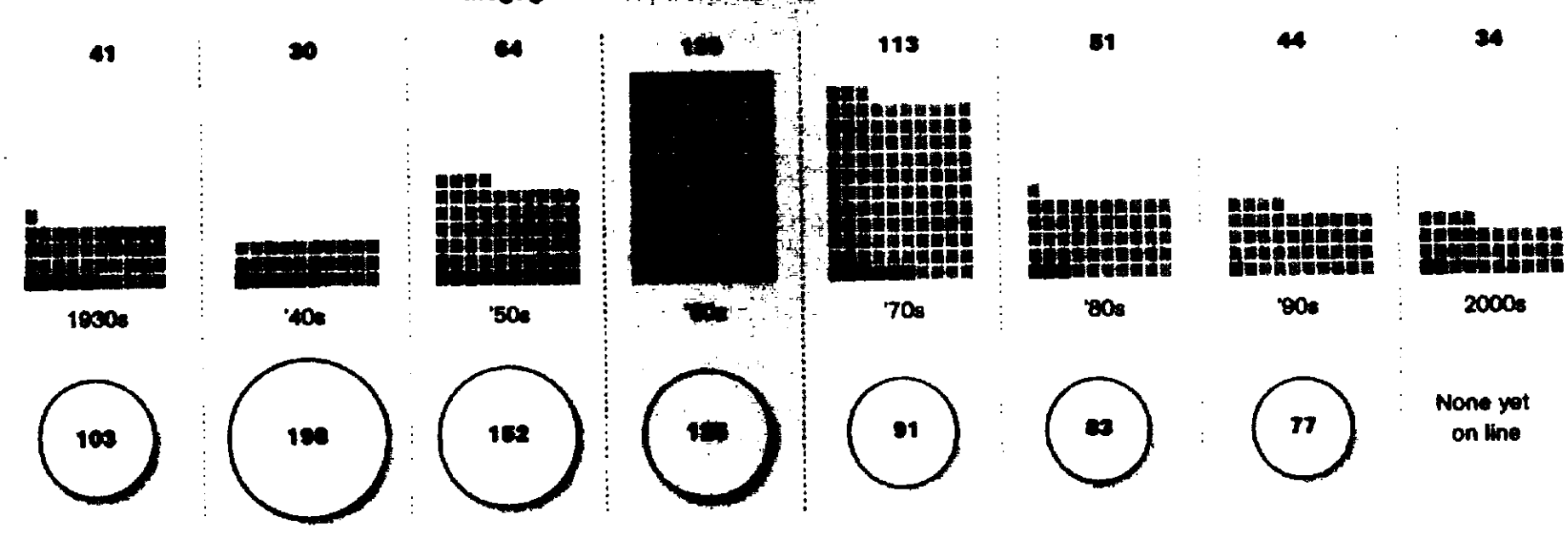
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ... But discovery of new giants, and average production for every field, has declined for decades. The largest single producer remains a Saudi Arabian supergiant found in the 1940s.



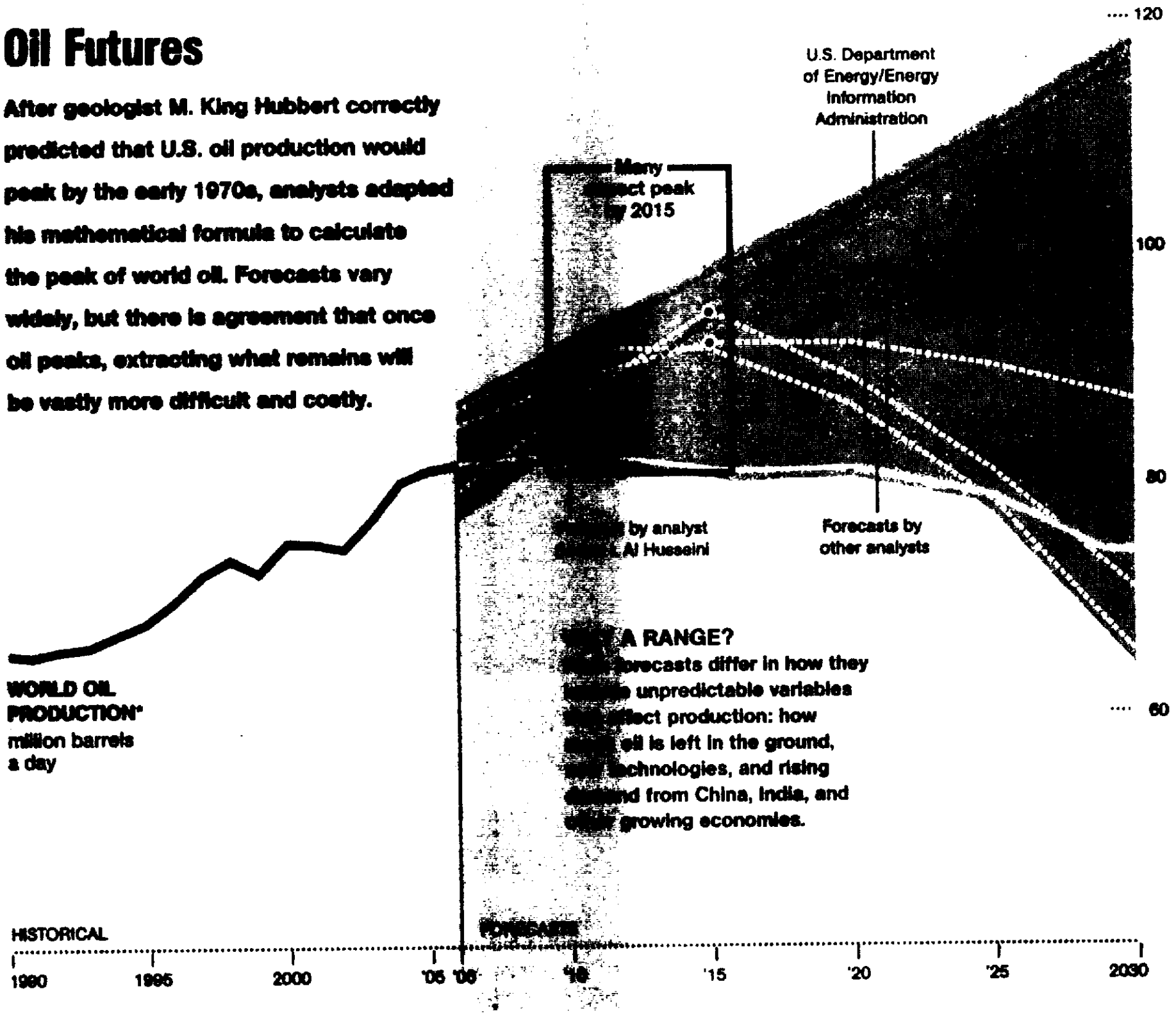
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN; NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last up... m 6/6/2008

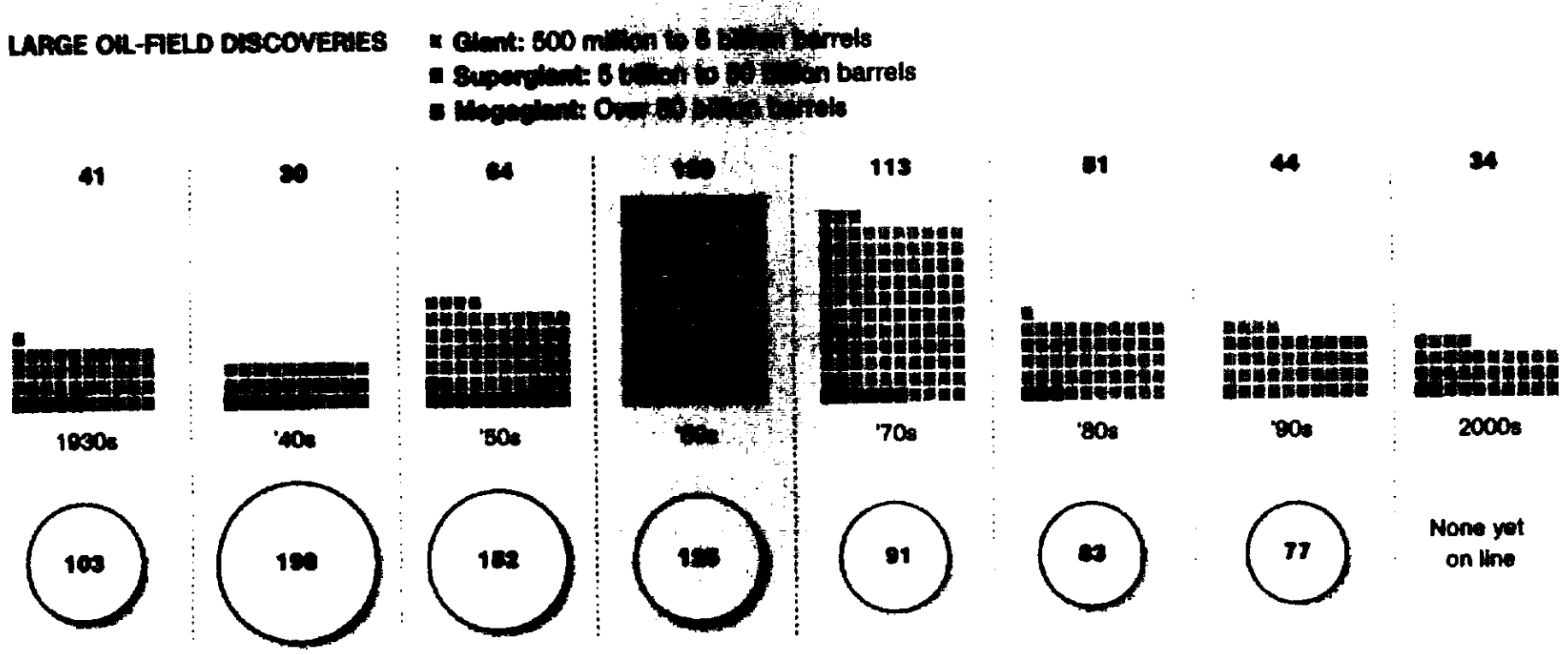
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ... But discovery of new giants, and average production from them, has declined for decades. The largest single producer remains a Saudi Arabian [illegible] found in the 1940s.



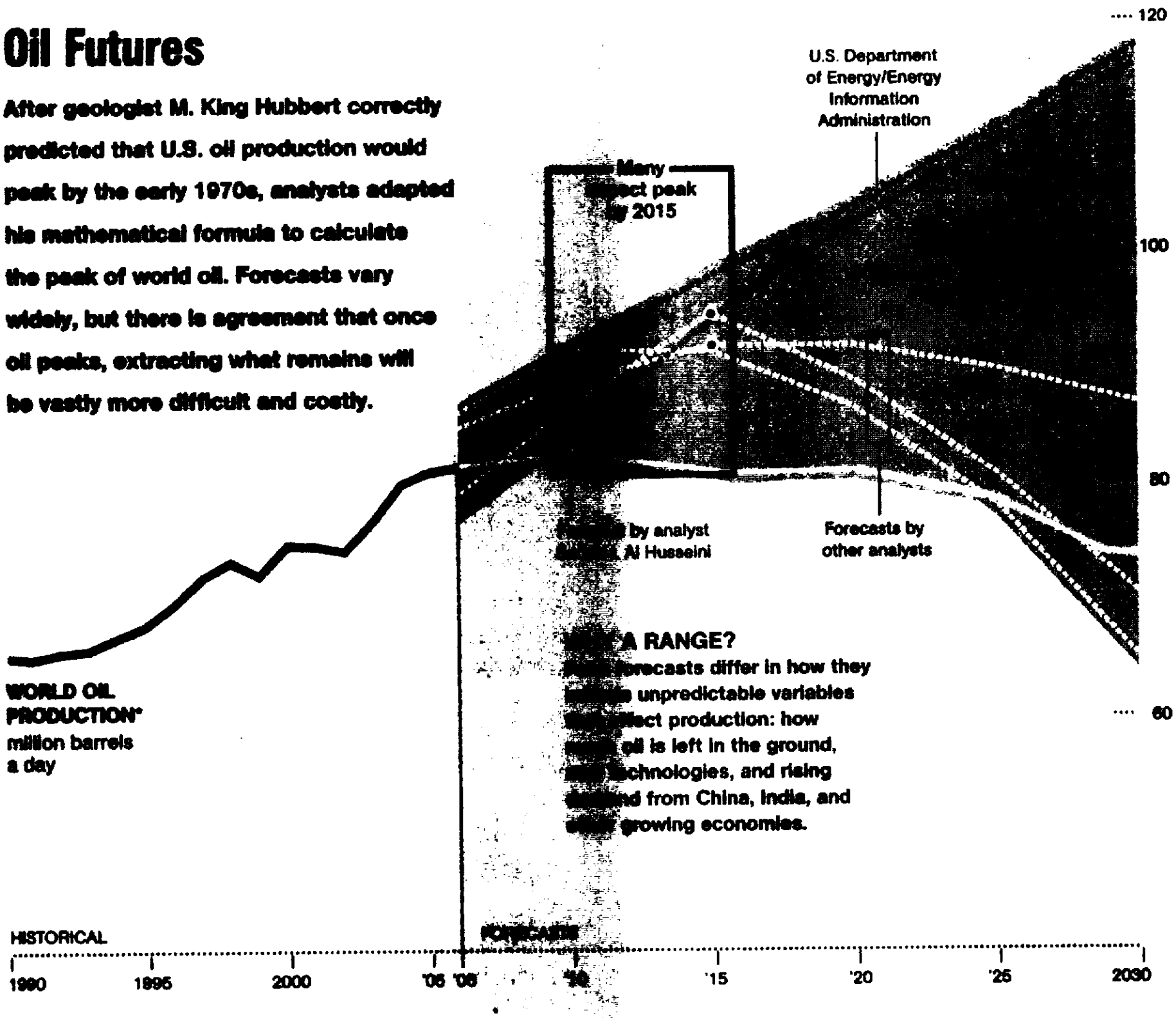
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, HG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN; NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last up[illegible]om 6/6/2008

Oil Futures

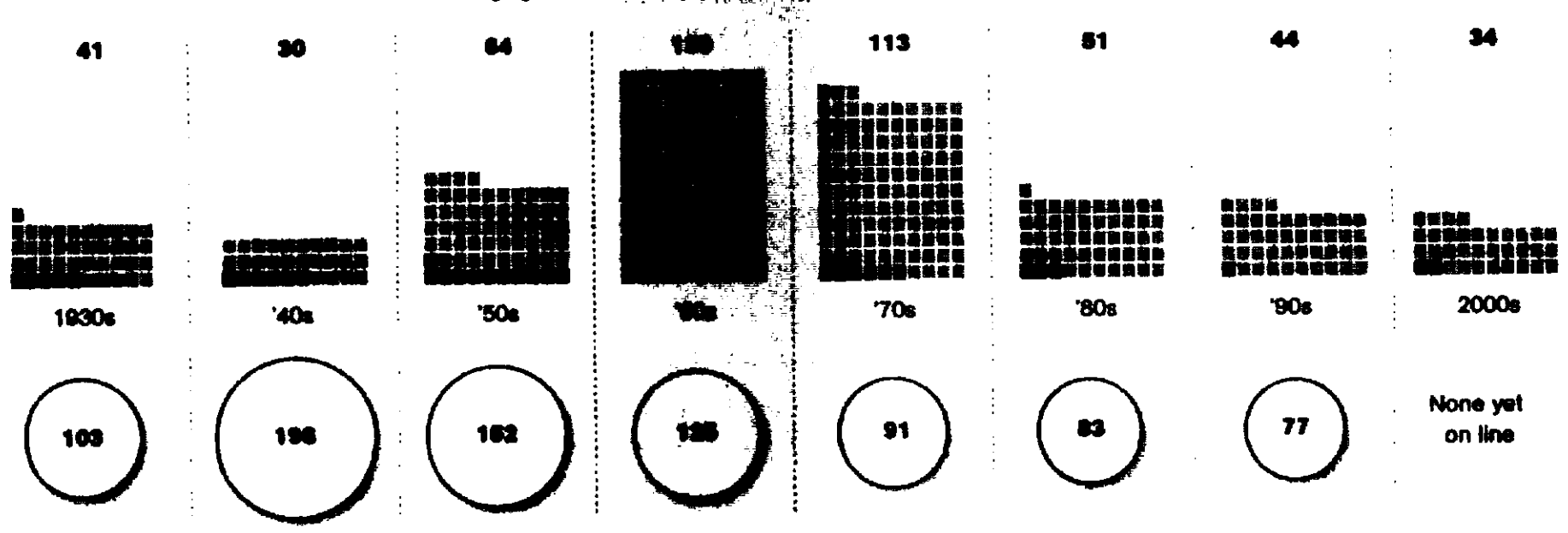
After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ..
But discovery of new giants, and average productivity per new field, has declined for decades.
The largest single producer remains a Saudi Arabia supergiant found in the 1940s.

LARGE OIL-FIELD DISCOVERIES
- Giant: 500 million to 5 billion barrels
- Supergiant: 5 billion to 50 billion barrels
- Megagiant: Over 50 billion barrels



CURRENT AVERAGE PRODUCTION PER FIELD thousands of barrels a day

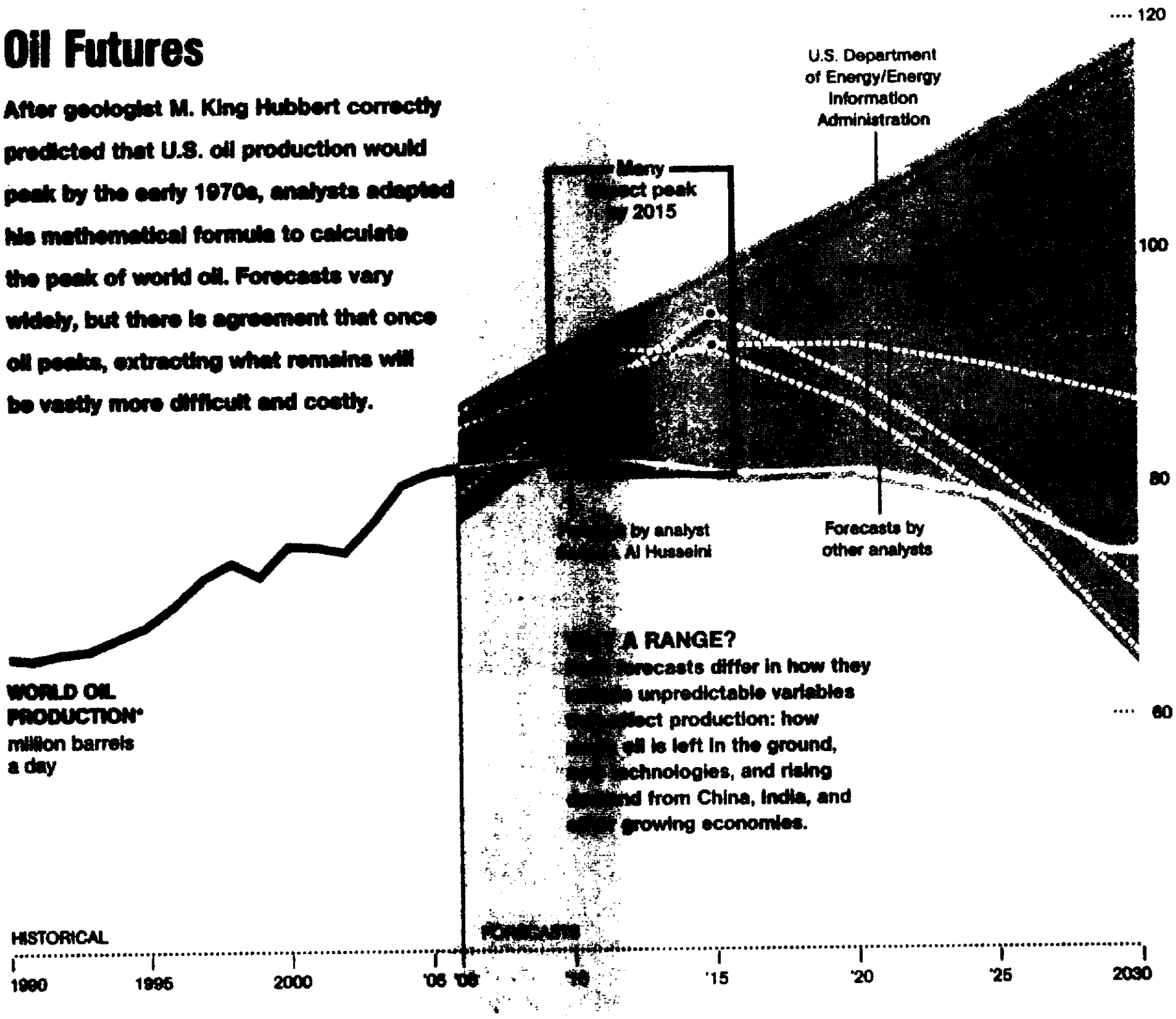
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN; NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... pm 6/6/2008

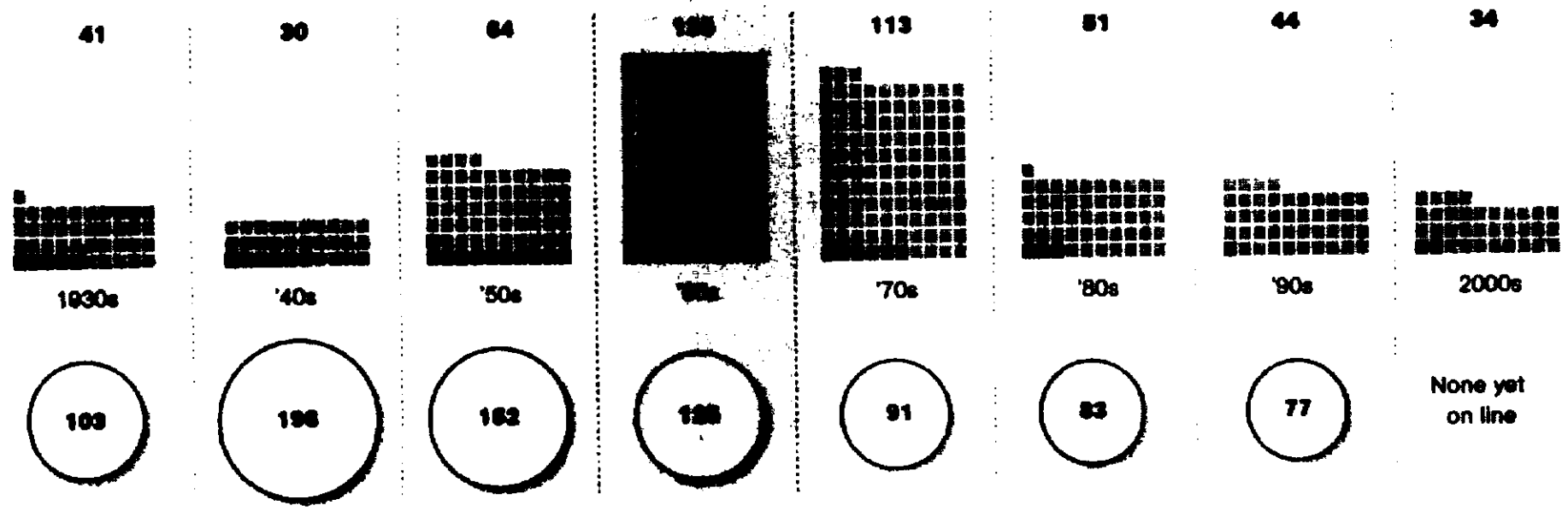
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adapted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ...
But discovery of new giants, and average produc... has declined for decades.
The largest single producer remains a Saudi Arabi... found in the 1940s.



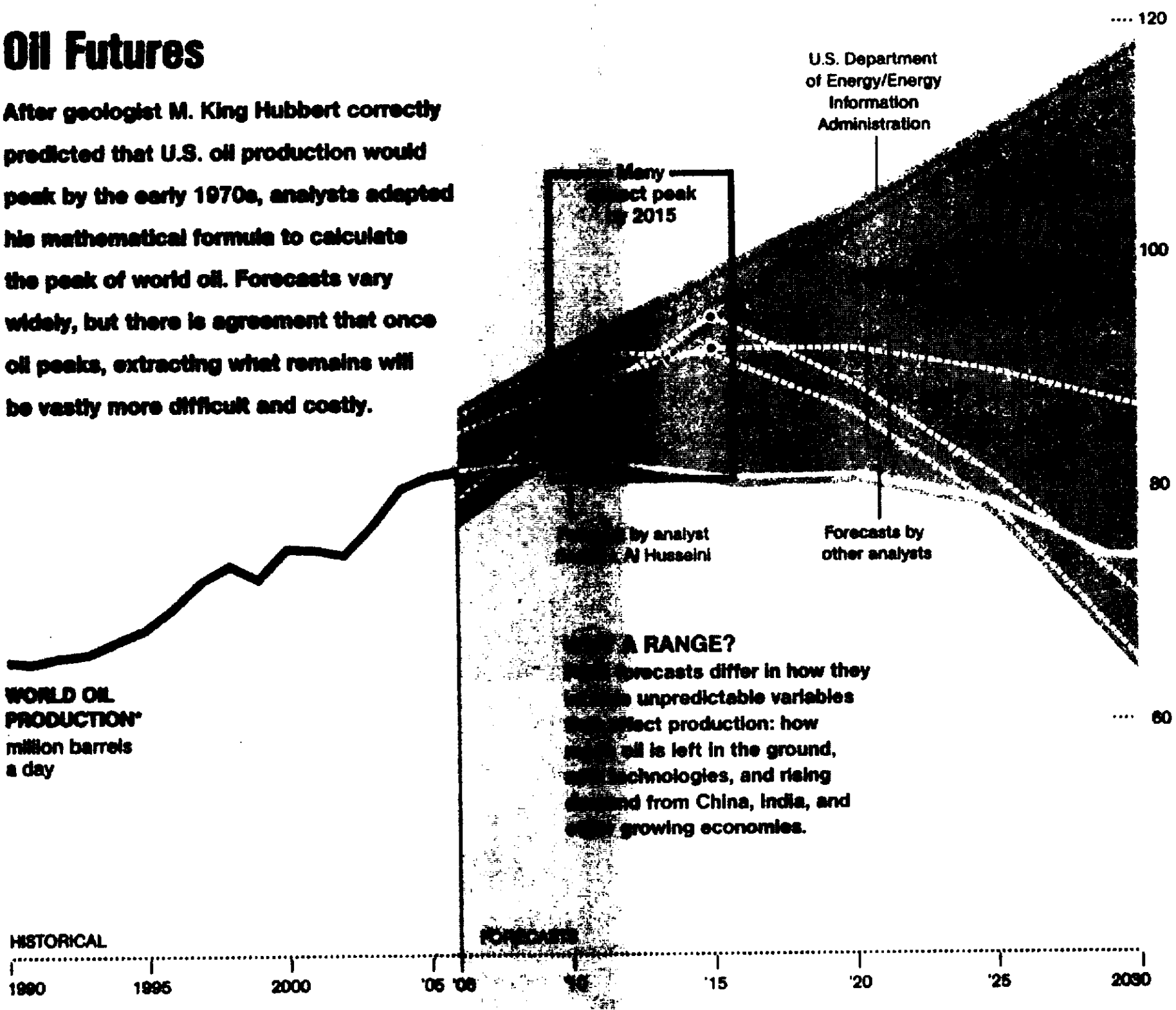
*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN; NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... m 6/6/2008

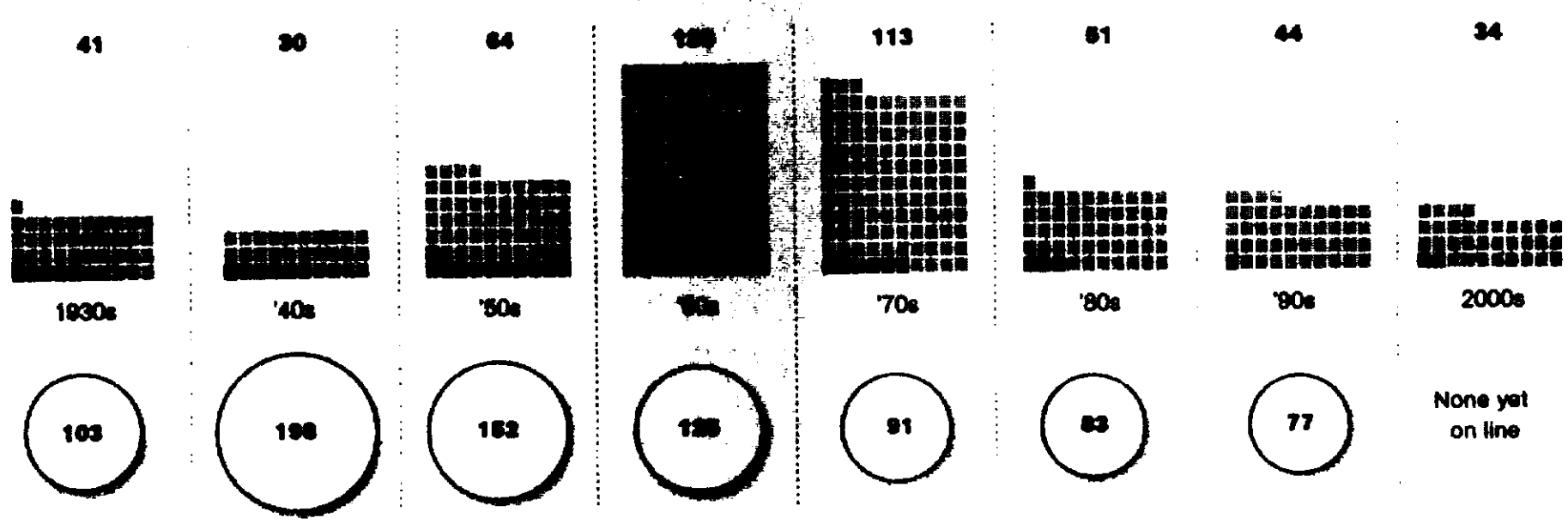
Oil Futures

After geologist M. King Hubbert correctly predicted that U.S. oil production would peak by the early 1970s, analysts adopted his mathematical formula to calculate the peak of world oil. Forecasts vary widely, but there is agreement that once oil peaks, extracting what remains will be vastly more difficult and costly.



Draining the Reliable Giants

More than a third of the world's oil comes from large fields, relatively easy to tap. ..
But discovery of new giants, and average production per new field, has declined for decades.
The largest single producer remains a Saudi Arabia discovered in the 1940s.



*WORLD OIL PRODUCTION INCLUDES CRUDE OIL, NATURAL GAS PLANT LIQUIDS, OTHER LIQUIDS, AND REFINERY PROCESSING GAINS OR LOSSES

HIRAM HENRIQUEZ, NG STAFF
SOURCES: BRITISH PETROLEUM; M. K. HORN, NATIONAL PETROLEUM COUNCIL; PEAK OIL NETHERLANDS FOUNDATION

Last ... pm 6/6/2008

ITEM # 24

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 $4,580,250.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 20 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: June 10, 2008

_____
COUNTY JUDGE

_____ _____
COMMISSIONER, PRECINCT 1 COMMISSIONER, PRECINCT 2

_____ _____
COMMISSIONER, PRECINCT 3 COMMISSIONER, PRECINCT 4

08 JUN -6 PM 2:41
COUNTY JUDGE'S OFFICE
RECEIVED

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/02/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	15,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.4048%
PRINCIPAL:	15,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	15,000.00	CUSIP #:	N/A
TRADE DATE:	06/02/2008	SETTLEMENT DATE:	06/02/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$15,000.00

SETTLEMENT DATE:06/02/2008 INTEREST RATE:2.4048

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	$15,000.00

TOTAL DUE: $15,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/02/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	POOLED BOND
PAR VALUE:	47,500.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.4048%
PRINCIPAL:	47,500.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	47,500.00	CUSIP #:	N/A
TRADE DATE:	06/02/2008	SETTLEMENT DATE:	06/02/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$47,500.00

SETTLEMENT DATE:06/02/2008 INTEREST RATE:2.4048

FUND#	FUND NAME	AMOUNT INVESTED
897	POOLED BOND FUND	$47,500.00

TOTAL DUE: $47,500.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/02/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	POOLED BOND
PAR VALUE:	185,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.4048%
PRINCIPAL:	185,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	185,000.00	CUSIP #:	N/A
TRADE DATE:	06/02/2008	SETTLEMENT DATE:	06/02/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$185,000.00

SETTLEMENT DATE:06/02/2008 INTEREST RATE:2.4048

FUND#	FUND NAME	AMOUNT INVESTED
897	POOLED BOND FUND	$185,000.00

TOTAL DUE: $185,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/02/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	OPERATING
PAR VALUE:	118,750.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.4048%
PRINCIPAL:	118,750.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	118,750.00	CUSIP #:	N/A
TRADE DATE:	06/02/2008	SETTLEMENT DATE:	06/02/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$118,750.00

SETTLEMENT DATE:06/02/2008 INTEREST RATE:2.4048

FUND#	FUND NAME	AMOUNT INVESTED
899	OPERATING ACCOUNT	$118,750.00

TOTAL DUE: $118,750.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/03/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	28,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.3606%
PRINCIPAL:	28,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	28,000.00	CUSIP #:	N/A
TRADE DATE:	06/03/2008	SETTLEMENT DATE:	06/03/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$28,000.00

SETTLEMENT DATE:06/03/2008 INTEREST RATE:2.3606

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	$28,000.00

TOTAL DUE: $28,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/03/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	OPERATING
PAR VALUE:	2,095,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.3606%
PRINCIPAL:	2,095,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,095,000.00	CUSIP #:	N/A
TRADE DATE:	06/03/2008	SETTLEMENT DATE:	06/03/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$2,095,000.00

SETTLEMENT DATE:06/03/2008 INTEREST RATE:2.3606

FUND#	FUND NAME	AMOUNT INVESTED
899	OPERATING ACCOUNT	$2,095,000.00

TOTAL DUE: $2,095,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/04/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	22,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2800%
PRINCIPAL:	22,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	22,000.00	CUSIP #:	N/A
TRADE DATE:	06/04/2008	SETTLEMENT DATE:	06/04/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$22,000.00

SETTLEMENT DATE:06/04/2008 INTEREST RATE:2.2800

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	$22,000.00

TOTAL DUE: $22,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/05/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	13,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2351%
PRINCIPAL:	13,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	13,000.00	CUSIP #:	N/A
TRADE DATE:	06/05/2008	SETTLEMENT DATE:	06/05/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$13,000.00

SETTLEMENT DATE:06/05/2008 INTEREST RATE:2.2351

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	$13,000.00

TOTAL DUE: $13,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/05/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	OPERATING
PAR VALUE:	2,046,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2351%
PRINCIPAL:	2,046,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,046,000.00	CUSIP #:	N/A
TRADE DATE:	06/05/2008	SETTLEMENT DATE:	06/05/2008

AUTHORIZED BY:

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$2,046,000.00

SETTLEMENT DATE:06/05/2008 INTEREST RATE:2.2351

FUND#	FUND NAME	AMOUNT INVESTED
899	OPERATING ACCOUNT	$2,046,000.00

TOTAL DUE: $2,046,000.00

ATTACHMENT A

TRAVIS COUNTY

INVESTMENT DEPARTMENT

SECURITY TRANSACTION FORM

DATE: 06/06/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	10,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2265%
PRINCIPAL:	10,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	10,000.00	CUSIP #:	N/A
TRADE DATE:	06/06/2008	SETTLEMENT DATE:	06/06/2008

AUTHORIZED BY: _____

CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:$10,000.00

SETTLEMENT DATE:06/06/2008 INTEREST RATE:2.2265

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	$10,000.00

TOTAL DUE: $10,000.00

TRAVIS COUNTY INVESTMENT REPORT
PORTFOLIO STATISTICS
DATE: June 6, 2008

By Fund Type		
Operating	$ 360,690,303.60	61.53%
Debt Service	24,996,410.47	4.26%
Pooled Bond Fund	200,434,227.72	34.19%
Other	65,992.35	0.01%
Total Portfolio	$ 586,186,934.14	100.00%
By Security Type		
Operating-		
Government Agencies	$ 243,084,984.96	67.39%
Government Treasuries	9,942,951.76	2.76%
Certificates of Deposit	2,097.52	0.00%
Commercial Paper	9,802,152.78	2.72%
TexasDAILY	47,244,915.18	13.10%
TexSTAR	6,941,649.91	1.92%
TexPool	43,671,551.49	12.11%
Total	$ 360,690,303.60	100.00%
Debt Service-		
Government Agencies	0.00	0.00%
TexSTAR	10,940,499.19	43.77%
TexPool	14,055,911.28	56.23%
Total	$ 24,996,410.47	100.00%
Pooled Bond Fund-		
Government Agencies	$ 144,155,369.80	71.92%
Government Treasuries	21,866,167.05	10.91%
TexSTAR	7,620,085.02	3.80%
TexPool	26,792,605.85	13.37%
Total	$ 200,434,227.72	100.00%
Other-		
Certificates of Deposit	$ 65,992.35	100.00%
	$ 65,992.35	100.00%

Summary	Investment	Actual	Guidelines
Combined Portfolio-			
Certificates of Deposit	$ 68,089.87	0.01%	50.00%
Government Agencies	387,240,354.76	66.06%	75.00%
Government Treasuries	31,809,118.81	5.43%	100.00%
Commercial Paper	9,802,152.78	1.67%	20.00%
Texas DAILY	47,244,915.18	8.06%	20.00%
TexSTAR	25,502,234.12	4.35%	20.00%
TexPool	84,520,068.62	14.42%	60.00%
Total	$ 586,186,934.14	100.00%	

Commercial Paper by Firm as a Percentage of Portfolio	Investment	Actual	Guidelines
Operating-			
General Electric Capital Services	9,802,152.78	2.72%	5.00%
Total Operating	$ 9,802,152.78	2.72%	
Combined Portfolio-			
General Electric Capital Services	9,802,152.78	1.67%	5.00%
Total Combined Portfolio	$ 9,802,152.78	1.67%	20.00%

Item #25

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

DATE OF VOTING SESSION: June 10, 2008

A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

APPOINT DR. MATTHEW SNAPP TO SERVE AS PRECINCT TWO APPOINTEE TO THE AUSTIN TRAVIS COUNTY MHMR BOARD OF TRUSTEES EFFECTIVE IMMEDIATELY THROUGH JUNE 2010. (COMMISSIONER ECKHARDT)

COUNTY JUDGE OR COMMISSIONER

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.

08 JUN 10 AM 8:58
TRAVIS COUNTY TEXAS
RECEIVED
COMMISSIONERS COURT

Application for Appointment

Board/Commission:

Name (Last, First, Middle): Snapp, Matthew	
Home Address (Street, City, Zip): 3409 Westside Cove, Austin, TX 78731	Home Phone: 512-554-8134
Mailing Address (Street, City, Zip): Same	Email: mattsnapp@mac.com
Employer: Self	Business Phone: 512-327-5208
Occupation: Psychologist	FAX Number:
Ethnicity: Caucasian	Male/ Female: Male

Are you a Travis County Resident? ☒ Yes ☐ No

What Precinct do you live in? ☐ Precinct 1 ☒ Precinct 2 ☐ Precinct 3 ☐ Precinct 4

How much time can you devote each month? ☐ 5-8 hours ☒ 13-16 hours ☒ 9-12 hours ☐ More than 16 hours

Skills and Experience:

☐ Advertising	☐ Finance/ Budget	☐ Marketing
☒ Administration Management	☒ Fund Raising	☒ Operations
☐ Child Care	☒ Government	☐ Public Relations
☒ Consulting	☒ Health Care	☐ Public Speaking
☒ Education	☐ Human Resources	☐ Sales
☐ Event Planning	☐ Legal	☐ Writing/ Communication

☐ Other: _____

_____

Application for Appointment

Please describe your interest in serving on the Board and any qualifications, areas of expertise or special interests that relate to your possible appointment.

Mental Health, Developmental Disabilities and Substance Abuse are major problems in our community. I have been a Psychologist in Austin since 1970. I have provided psychological services to individuals, couples families and groups experiencing mental health and substance abuse problems.

In addition, I was Director of Counseling and Guidance and later Director of Student Development from 1970 to 1980 managing Counseling, Psychological and Social Work Services for the Austin Independent School District. In that capacity, I worked with most agencies in our community to coordinate and deliver more effective services.

While Director in AISD, I served as a Member of the ATCMHMR Board of Directors from 1974 to 1977 and was Vice President of the Board from 1976 to 1977. Recently, I serve as a Board Member of the New Milestones Foundation which works in collaboration with ATCMHMR to enhance services to our community. From 2005 through 2007, I served as President of that Board.

I believe I have the qualifications, interest and motivation to effectively serve our community on the Board of Directors of ATCMHMR as it continues to try to meet the needs in Austin and Travis County for all those persons requiring assistance in the areas of Mental Health, Developmental Disabilities and Substance Abuse. I would like the opportunity to use my experience to serve our community in this capacity.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: _____ Date: 5/15/08

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

"No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men by These Present

Matthew Snapp has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to ATCMHMR Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 30 day of April 2008

Matthew Snapp
Signature of Appointee

4/30/08
Date

Personally appeared before the undersigned, Beth Bokros, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 30th day of April 2008

BETH BOKROS
MY COMMISSION EXPIRES
June 11, 2011

Beth Bokros
Notary Public in and for the State of Texas

AGENDA REQUEST

VS # 26

Please consider the following item for voting session 06/10/08

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:

APPOINT MELISSA MILLER TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD EFFECTIVE IMMEDIATELY THROUGH JUNE 2011. (DAVIS)

C. Approved by: _____
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)

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 Eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session?
YES_X_ NO

Please list those contacted and their phone numbers:
Melissa Miller – 339-0868

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -4 AM 11:28

III. PERSONNEL
A change in your department's personnel. (reclass., etc.)

IV. BUDGET REQUEST:
If your request involves any of the following please check:
___ Additional funding for your department
___ Transfer of funds within your department budget
___ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

12720 Picket Rope Lane
Austin, TX 78727
May 27, 2008

Ron Davis, Travis County Commissioner, Precinct 1
314 W. 11th St., #510
Austin, TX 78701

Dear Commissioner Davis,

I am interested in applying to represent Precinct 1 on the Travis County Child Protective Services Board. Dr. Laurie Seremetis, who currently serves on the Board representing Precinct 2, invited me to attend the May 2008 board meeting. It was obvious that the board is a very dedicated group of individuals, and I was very impressed with both their desire to serve, as well as the overwhelming needs of our county.

Professionally, I have more than 15 years of experience with the Employees Retirement System of Texas, where I worked as an analyst for the insurance, pension, and human resource systems. In 2006, I left full-time employment to pursue a master's degree at the LBJ School of Public Affairs at the University of Texas in Austin; this spring I completed my degree, with a certificate in Non-Profit Portfolio Studies. While at the LBJ School, I participated in a Policy Research Project supporting the World Congress on Information Technology 2006 (WCIT 2006) performing research on Health Information Technology, a key topic of the 2006 conference.

For the past two years, I have also worked part-time as a member of the Evaluation Team for Texas' Mental Health Transformation Project, which is headed by an LBJ School faculty member. The Department of Family and Protective Services is one of the fourteen agencies participating in this project.

Please find attached my application and resume for additional information and qualifications. I look forward to hearing from you.

Sincerely,

Melissa Miller

Melissa Miller
Masters of Public Affairs – 2008
The LBJ School of Public Affairs
melissamiller@austin.rr.com

Enclosures: CPS Board Application
Resume
Cc: Jim Lehrman, LMSW-AP

Application for Appointment

Board/Commission: **Travis County Children's Protective Services Board**

Name (Last, First, Middle): Miller, Melissa Leann	
Home Address (Street, City, Zip): 12720 Picket Rope Lane Austin, TX 78727	Home Phone: 512-339-0868
Mailing Address (Street, City, Zip):	Email: melissamiller@austin.rr.com
Employer: The University of Texas at Austin	Business Phone: 512-470-8136
Occupation: Researcher	FAX Number:
Ethnicity: White (non-hispanic)	Male/ Female: female

Are you a Travis County Resident? ☑ Yes ☐ No

What Precinct do you live in? ☑ Precinct 1 ☐ Precinct 2 ☐ Precinct 3 ☐ Precinct 4

How much time can you devote each month? ☐ 5-8 hours ☐ 13-16 hours ☐ 9-12 hours ☑ More than 16 hours

Skills and Experience:

☐ Advertising	☑ Finance/ Budget	☐ Marketing
☑ Administration Management	☑ Fund Raising	☑ Operations
☐ Child Care	☑ Government	☐ Public Relations
☑ Consulting	☑ Health Care	☑ Public Speaking
☑ Education	☐ Human Resources	☐ Sales
☑ Event Planning	☐ Legal	☑ Writing/ Communication

☑ Other: data analysis

MELISSA MILLER

12720 Picket Rope Lane
Austin, TX 78727

(512)470-8136
melissamiller@austin.rr.com

EDUCATION

Master of Public Affairs, May 2008
Certificate in Non-Profit Portfolio Studies
LBJ School of Public Affairs, GPA 3.8
The University of Texas at Austin

Bachelor of Business Administration
Concentration: Data Processing & Analysis
The University of Texas at Austin

SKILL SUMMARY

- Project Planning / Coordination
- Program Evaluation
- Systems Analysis / Management
- Presentations / Training
- Visionary / Goal Focused
- Innovative Problem Solver
- **Computer**: Word, Excel, PowerPoint, VISIO, MS Access, Arc GIS, various computer languages

PROFESSIONAL EXPERIENCE

Evaluation Team Member – Texas Mental Health Transformation Project **Sept. 2006 – present**
LBJ School of Public Affairs, Austin, TX

- Researched current behavioral health information flow within the fourteen state agencies participating in the Mental Health Transformation (MHT) project .
- Interviewed agency personnel and reviewed strategic plans to create both graphical and textual documentation of information systems and business processes.
- Produced baseline evaluation documentation for the Texas Working Group (TWG) committee.

Policy Research Team Member **Aug. 2005 – May 2006**
World Congress on Information Technology, Austin, TX

- Conducted research on Health Information Technology (HIT) to inform WCIT participants of benefits and concerns of electronic health records.
- Produced website tracking worldwide legislative initiatives and other issues regarding the implementation of HIT.

Senior Systems Analyst **Feb. 1998 – April 2006**
The Employees Retirement System of Texas, Austin, Texas

- Drove business cycle discussions with program users, and created a strategic plan for implementing change.
- Created and presented proposals, reports, and project updates for senior management and internal staff.
- Developed training curriculum customized to individual experience levels.
- Prepared an agency-wide disaster recovery plan, and briefed all organizational levels.

Programmer /Analyst **Nov. 1989 – Feb. 1998**
The Employees Retirement System of Texas, Austin, Texas

- Analyzed legislative impact to systems, and coordinated changes and testing among project teams.
- Designed and implemented a statewide Pension system and conversion plan that automated General Ledger balancing of over $120 million year, and consisted of more than 500,000 individual accounts.
- Collaborated with institution benefit coordinators to implement legislative changes allowing all Higher Education institutions to participate in the statewide Uniform Group Insurance Program.

RELATED / VOLUNTEER EXPERIENCE

- **Team Leader** – Hatton W. Sumners Student Leadership Conference
- **Public Affairs Officer** – Project Hope (Indonesia & Dili, Timor-Leste)
- **Trainer** - Christian Women's Job Corp
- **Representative,** LBJ Graduate Public Affairs Council
- Volunteer: Election Judge, Congressional Campaign, State Representative Campaign, Meals on Wheels

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

#27

Voting Session: June 10, 2008

A. **Request made by:** **Travis County Healthcare District**

Patricia A. Young Brown, President and CEO
Larry Wallace, Associate Administrator, Tel: 978-8152
Gary Duncan Martin, Ass't. County Attorney Tel: 854-9510

By: Gary Duncan Martin

B. **Requested text:**

Approve purchase contracts where the Travis County Healthcare District purchases 7.4 acres of real estate at 1210 Braker Lane for the location of a community health center.

C. **Approved by:** _____
Signature of Commissioner or Judge

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

See attachments.

List of all agencies or officials' names and telephone numbers involved with this request. Please send a copy of this Agenda Request and backup to them:

Stacy E. Wilson, Ass't. County Attorney Tel: 854-6654
Sherri Fleming, HHS&VS Executive Manager Tel: 854-4100

COUNTY CLERK
FILED
08 JUN -3 PM 3:42

June 3, 2008

Travis County Healthcare District
Summary of Terms of Purchase of 1210 Braker Lane
for Community Health Center

The Travis County Healthcare District has contracted to purchase land for the construction of a new Community Health Center. The Board of Managers and administration of the District are requesting approval by the Travis County Commissioners Court of such purchase.

Below is a summary of essential terms of the purchase:

The property is 7.4 acres of mostly undeveloped land located in the 1200 block of West Braker Lane, Austin, Texas 78758. Parcel 1 has 2.0 acres and contains residential improvements. Parcel 2 has 5.4 acres of undeveloped land. The parcels are contiguous and front on West Braker Lane between Austin Park Lane and Parkfield Drive. This is west of North Lamar Blvd. and east of Metric Blvd. in north central Austin. See Mapsco page 496K.

Terms of purchase contract:

- Purchase Price $1,376,349.00 for both parcels. The final purchase price shall be revised according to actual survey calculations of square feet.
- District will construct a new 50,000 square foot clinic as replacement for the NE Health Center.
- The property is very well suited for a Community Health Center due to its location, demographics, availability of transportation infrastructure and the available land for construction of the health center.
- The property is currently zoned 'NO' [Neighborhood Office] and will be rezoned to 'GO' [General Office] to permit use as a medical clinic and center offices. Neighborhood compatibility and concerns are important although there are no formal neighborhood organizations for this location.
- The district will procure services for land planning, zoning, environmental, traffic, architectural and engineering professionals as necessary before closing of the purchases.

CERTIFIED MINUTES EXCERPT

TRAVIS COUNTY HEALTHCARE DISTRICT
BOARD OF MANAGERS

On Thursday, May 22, 2008, a regular meeting of the Travis County Healthcare District Board of Managers convened in open session at 5:45 p.m. in the Commissioners Courtroom of the Granger Building, 314 West 11th Street, Austin, TX 78701. A quorum was present. Vice-Chairperson Coopwood presided in Chairperson Richie's absence, and Treasurer Mendoza served as Secretary for the meeting in Secretary Lancaster's absence. Clerk for the meeting was Margo Davis.

REGULAR AGENDA

11. Discuss and take appropriate action regarding options for replacing the Northeast Clinic.

Clerk's Notes: Manager Heidrick moved that the Board convene in executive session to discuss agenda item 11 under Section 551.071 of the Texas Government Code, Consultation with Attorney, and Section 551.072 of the Texas Government Code, Deliberation regarding Real Property. Manager Sanchez seconded the motion. The motion was adopted on the following vote:

Chairperson Carl Richie	Absent
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	Absent
Treasurer Rosie Mendoza	For
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	For
Manager Eduardo Sanchez	For
Manager Frank Rodriguez	For

The Board convened in executive session at 8:13 p.m. and re-convened in open session at 8:27 p.m.

Manager Heidrick moved that the Board authorize the District President and CEO to make an offer to purchase the property in question on the terms presented by staff in executive session; execute a purchase contract on terms similar to those presented or on terms more favorable to the District; and present the signed purchase contract to the Travis County Commissioners Court

for approval. Manager Rodriguez seconded the motion. The motion was adopted on the following vote:

Chairperson Carl Richie	Absent
Vice-Chairperson Tom Coopwood	For
Secretary Rose Lancaster	Absent
Treasurer Rosie Mendoza	Absent
Manager Bobbie Barker	For
Manager Clarke Heidrick	For
Manager Donald Patrick	Absent
Manager Eduardo Sanchez	For
Manager Frank Rodriguez	For

Witness my hand this 3rd day of June 2008

Margo Davis, Clerk
Travis County Healthcare District
Board of Managers

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made to be effective as of the Effective Date (as hereinafter defined) by and between:

- **Helen Mary Gracy Smith and J. L. Smith,** wife and husband ("Seller"), whose address is 14971 Crows Ranch Road, Salado, Texas 76571-5024, and
- **Travis County Healthcare District,** a Texas local government, whose address is 1111 East Cesar Chavez Street, Suite B, Austin, Texas 78702, ("Purchaser").

W I T N E S S E T H:

ARTICLE 1

PURCHASE AND SALE

1.1 Agreements of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

That certain tract or parcel of land situated in Travis County, Texas, more particularly described as:

> 2.0 acres as part of a 7.4 acres tract, more or less, being the property owned by J. L. Smith and Helen Mary Gracy Smith situated in the center of the larger Parcel No. 2 situated in the John C. Brooke Survey No. 59, Travis County, Texas, said tract being more particularly described by metes and bounds in field notes to be obtained via survey, as reflected in the Real Property Records of Travis County, Texas.

together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

(b) the buildings and other improvements, fixtures, facilities and mechanical

systems on the Land or associated therewith, at the street address of **1210 West Braker Lane, Austin, Texas** (including the essential plumbing, electrical, lighting, the uninterrupted power source, roofing systems, HVAC systems and equipment, but not including the any trade fixtures or equipment and personal property located at such property (the property described in clause (b) of this Section 1.1 being herein referred to collectively as the "Improvements");

(c) unless specifically excepted in writing by Purchaser, of Seller's right, title and interest in and to: (i) the property name, easements, licenses, permits, air rights, certificates of occupancy, signs, sewer agreements, water agreements, utility agreements, water rights and oil, gas and mineral rights (the property described in this Section 1.1(e) being sometimes herein referred to collectively as the "Intangibles").

1.2 Property Defined. The Land, the Improvements and the Intangibles are hereinafter sometimes referred to collectively as the "Property."

1.3 Permitted Exceptions. The Property shall be conveyed subject to the matters which are deemed to be Permitted Exceptions pursuant to Section 2.3 hereof (the "Permitted Exceptions").

1.4 Purchase Price. Seller is to sell and Purchaser is to purchase the Property at a unit price calculated at $4.25 per square foot of actual square feet contained in the Land, for an estimated total as of the date of the Agreement of THREE HUNDRED SEVENTY THOUSAND, TWO HUNDRED SIXTY DOLLARS ($370,260.00) (the "Purchase Price"). The final purchase price shall be revised according to actual survey calculations of total number of square feet contained in the Land.

1.5 Payment of Purchase Price. The Purchase Price shall be payable in full at Closing (as hereinafter defined) in cash, certified or cashier's check, wire transferred funds or other collected funds.

1.6 Earnest Money. Within ten (10) business days of the Effective Date, Purchaser shall deposit with **Chicago Title Company**, c/o Jennifer Pedersen, Sr. Commercial Escrow Officer, 1501 South Mopac, #103, Austin, Texas 78746 (the "Title Company"), the sum of NINE THOUSAND DOLLARS ($9,000.00) (the "Earnest Money"). Notwithstanding any other provision of this Agreement to the contrary, in the event Purchaser unilaterally terminates this Agreement under a provision allowing Purchaser to receive the Earnest Money, the Seller shall nevertheless receive ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) of the Earnest Money as independent consideration for having granted the Purchaser such unilateral right to terminate, and Purchaser shall be entitled to receive EIGHT THOUSAND AND NO/100 DOLLARS ($8,000.00) of the Earnest Money.

ARTICLE 2

TITLE AND SURVEY

2.1 Commitment for Title Insurance. Purchaser, at Purchaser's sole cost and expense, shall obtain within thirty (30) days of the Effective Date, the following:

(1) A Commitment for Title Insurance ("Title Commitment") from Chicago Title Company ("Title Company") setting forth the status of the title of the Property and showing all matters affecting title to the Property, together with a true, complete, and legible copy of all documents referred to in the Title Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements, and binding the Title Company to issue at Closing an Owner's Policy of Title Insurance pursuant to Section 2.4 hereof on the standard form of policy prescribed by the Texas State Board of Insurance in the full amount of the Purchase Price; and

(2) An ALTA survey of the Property, pursuant to Section 2.2 hereof; and

(3) A certificate ("UCC Certificate") reflecting the results of a UCC financing statement search of the Travis County Real Property Records and the Texas Secretary of State's Office, to be obtained by the Title Company at Purchaser's expense.

2.2 Survey. Within thirty (30) days from the Effective Date of this Agreement, Purchaser shall order and pay for a certified survey of the Property, dated no earlier than the Effective Date of this Agreement (the "Survey"), and shall deliver the same to the Title Company. The Survey shall reflect the total area of the Land, the location of all improvements, recorded easements and encroachments, if any, located thereon and all building and setback lines and plottable matters of record with respect thereto.

2.3 Title Review Period. Purchaser shall have twenty (20) business days (the "Title Review Period") after receipt of both the Title Commitment and legible copies of all instruments referred to in Schedules B and C thereof, the UCC Certificate, and the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment, the UCC Certificate, or the Survey. Any item contained in the Title Commitment, the UCC certificate, or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a Permitted Exception; provided, however, any liens or security interests securing indebtedness or unpaid real property taxes or assessments shall be deemed unacceptable notwithstanding Purchaser's failure to object to such matters as aforesaid, and Seller shall cause the same to be released at or prior to Closing. In the event Purchaser shall notify Seller of objections to title or the Survey or the UCC Certificate prior to the expiration of the Title Review Period, Seller shall have twenty (20) business days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may, without obligation, attempt to cure or remove such objection. If Seller fails, refuses or elects not to either to cure or remove such objection to the reasonable satisfaction of the Title Company and Purchaser prior to the expiration of the Cure Period, Purchaser may, as its sole and exclusive remedies, either terminate this Agreement by written notice to Seller, and the Earnest Money shall be returned to Purchaser, or waive such objection and proceed to Closing accepting such title as Seller is able to convey without any reduction in the Purchase Price. Any exception in the Title Commitment or matter shown on the Survey to which Purchaser waives such exception as set forth in the preceding sentence, shall be deemed to be a Permitted Exception.

2.4 Owner's Policy of Title Insurance. At Closing, the Title Company shall issue to Purchaser, at Purchaser's expense, an Owner's Policy of Title Insurance (the "Title Policy") covering the Property, in the full amount of the Purchase Price. Such Title Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. If Purchaser elects to have the Title Policy include boundary and encroachment coverage, any additional premium for such coverage shall be paid by Purchaser.

ARTICLE 3
INSPECTION AND FINANCING CONTINGENCIES

3.1 Right of Inspection. During the period beginning upon the Effective Date and ending at 5 p.m., Austin, Texas time, on the 90th business day following the Effective Date (hereinafter referred to as the "Inspection Period"), Purchaser shall have the right to make a physical inspection of the Property and to examine all books and records maintained by Seller relating to the Property, if any. Seller shall make available for inspection the following documents within ten (10) days from the Effective Date: (i) all warranties and guaranties relating to the Property, or any part thereof, or to the Improvements, if any, in Seller's possession; (ii) all construction and building plans for the Improvements, if any, in Seller's possession; (iii) previous environmental assessments, studies, or analyses and any engineer's or other reports concerning equipment and structural analysis affecting the Property, if any, in Seller's possession; (iv) copies of all contracts, documents, studies, data, and similar information relating to the Property, if any, that are in Seller's possession; (v) allow Buyer and its agents, attorneys, consultants, employees, and representatives reasonable access during normal business hours to all of Seller's and its agent's files, books, and records relating to the Property. Purchaser may (at Purchaser's expense) make copies of or extracts from any items reviewed pursuant to the preceding sentence.

If Purchaser elects to terminate this Agreement, all copies obtained or made in accordance with this Section must be returned to Seller. Purchaser, to the extent allowed by Texas law, shall be responsible for any damages or injuries arising from Purchaser's inspection of the Property.

All inspections shall be performed during normal business hours, or during such times agreed upon by Seller and Purchaser, and shall be conducted so as not to unreasonably interfere with the current use of the Property by Seller. Purchaser shall not permit any liens to attach to the

Property by reason of the Purchaser's inspection.

Purchaser shall, at Purchaser's sole cost, repair any damage to the Land or the Improvements resulting from Purchaser's inspection and investigation, and, to the extent Purchaser alters, modifies, disturbs or changes the condition of the Land or the Improvements as part of Purchaser's inspection or otherwise, Purchaser shall, at Purchaser's sole cost, restore the Land and the Improvements to the condition in which the same were found before such alteration, modification, disturbance or change.

Purchaser shall also have the right during the Inspection Period to confirm that Purchaser's intended uses for the property as Medical Offices are permitted under any applicable land use regulations. During the Inspection Period, Purchaser and its agents are given permission to enter the Property for the purpose of conducting its inspection may (i) conduct soil, engineering, environmental, and other tests with regard to the Property; (ii) investigate the availability of utilities; (iii) investigate the availability of necessary permits and licenses and the applicable governmental requirements relating to Purchaser's intended use of the Property; and (iv) determine generally the desirability and utility of the Property for Purchaser's planned improvements.

3.2 Right of Termination. If Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser's intended use, then Purchaser may terminate this Agreement by notifying Seller in writing of its election to terminate on or before 5:00 p.m. on the last day of the Inspection Period ("Termination Notice"). If Purchaser timely gives the Termination Notice to Seller prior to the expiration of the Inspection Period, this Agreement will terminate in accordance with Section 9.17 of this Agreement; and the parties will have no further rights, liabilities, or obligations under this Agreement except for Purchaser's obligations set out in Section 3.5 below, and the Earnest Money shall be returned to Purchaser, less independent consideration provided for in paragraph 1.6 above. If Purchaser fails to deliver a Notice of Termination prior to the expiration of the Inspection Period, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.2, and upon expiration of the Inspection Period, the Earnest Money shall be non-refundable, except for the Seller's failure to comply with its obligations at Closing pursuant to Section 4.2 of this Agreement.

3.3 Maintenance. Seller covenants and agrees that from and after the Effective Date and prior to Closing Seller shall (i) continue to perform routine maintenance on the Property in its present condition, normal wear and tear excepted, and make all repairs and replacements thereto, (ii) remove its personal property but not to include the building's operational equipment described in paragraph 1.1 above, and (iii) not remove, damage, or destroy any of the Property, and (iv) maintain insurance on the property such that the risk of loss from fire, wind or any other covered causes will be payable to Seller or Purchaser as may be appropriate.

3.4 Approvals Period. Purchaser shall have a period of ninety (90) days following the end of the Inspection Period in which to obtain final approval of all zoning, land use authority and development permits and authorizations by all required governmental authorities necessary to allow Purchaser to develop and use the property for a community healthcare clinic (the "Approvals Period"). During the Approvals Period, Purchaser agrees to diligently pursue, acting in good faith, all necessary permits and authorizations, and agrees to keep Seller reasonably informed as to Purchaser's progress in obtaining such approvals. In the event Purchaser is unable to obtain final approval of the required permits by all required governmental authorities on or before the end of the Approvals Period, then Purchaser shall have the option to either (i) waive the required approvals by all required governmental authorities and proceed to close this transaction as provided for in the Agreement or, (ii) terminate the Agreement upon written notice to the Seller delivered on or before the end of the Approvals Period.

3.5 Property damages caused by Purchaser or its agents. If Purchaser terminates this Agreement for any reason, Purchaser must promptly repair and restore any damage to the Property caused by Purchaser or its agents . The provisions of this Section 3.5 survive the Closing or termination of this Agreement.

ARTICLE 4
CLOSING

4.1 Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at

the offices of the Title Company within twenty (20) business days after the expiration of the Approval Period, but in no event later than December 31, 2008, or such other date to which Purchaser and Seller agree. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3, the performance of which obligations shall be concurrent conditions.

4.2 Seller's Obligations at Closing. At Closing, Seller shall:

(a) Deliver to Purchaser a Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof, executed and acknowledged by Seller and in recordable form, conveying the Land and Improvements to Purchaser free of all liens and encumbrances, subject only to the Permitted Exceptions.

(b) Deliver to Purchaser a FIRPTA Affidavit in the form of Exhibit C attached hereto and made a part hereof, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and in the event Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes;

(c) Deliver to Purchaser exclusive possession and occupancy of the Property, subject to the Permitted Exceptions;

(d) Deliver to Purchaser all available keys to the Property in Seller's possession;

(e) Execute all documents that are reasonably or customarily required to effectuate and consummate this Agreement.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall pay to Seller the full amount of the Purchase Price, subject to any adjustments for prorations, Earnest Money deposits,

and other credits provided for in this Agreement, in cash, check, or immediately available wire transferred funds pursuant to Section 1.5 above, it being expressly agreed that at Closing the Earnest Money shall be delivered to Seller and applied towards payment of the Purchase Price.

4.4 Credits and Prorations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., Austin, Texas time, on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs:

(i) taxes;

(ii) any assessments;

(iii) gas, electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing.

(b) Notwithstanding anything contained in the foregoing provisions:

(i) Any taxes paid at Closing shall be prorated based upon the amounts actually paid.

(ii) Seller shall receive the entire advantage of any discounts for the prepayment by it of any taxes, water rates or sewer rents.

(iii) As to gas, electricity and other utility charges, referred to in Section 4.4(a)(iii) above, Seller may on notice to Purchaser elect to pay one or more of all of said items accrued to the date hereinabove fixed for apportionment directly to the person or entity entitled thereto, and to the extent Seller so elects, such item shall not be apportioned hereunder, and Seller's obligation to pay such item directly in such case shall survive Closing.

4.5 Rollback Taxes. If this sale or Purchaser's use of the Property after Closing results in the assessment of additional taxes, penalties or interest ("Assessments") for period prior to closing, the Assessments will be the obligation of Purchaser. If Seller's change in use of the Property prior to Closing or denial of special use valuation on the Property claimed by Seller results in Assessments

for periods prior to Closing, the Assessments will be the obligation of Seller. Obligations imposed by this Section 4.5 shall survive the Closing.

4.6 Closing Costs. Seller shall pay (a) the fees of any counsel representing it in connection with this transaction;(b) Seller's brokerage commissions; and (c) one-half (1/2) of any escrow fee which may be charged by the Title Company. Purchaser shall pay the fees for recording the Deed. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller has all requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by Seller.

(b) To the extent required, if any, the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized and approved by all requisite action on the part of Seller.

(c) This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(d) To Seller's current actual knowledge without inquiry or investigation, the execution and delivery of this Agreement by Seller and Seller's performance of and compliance with its terms will not (i) violate any existing federal, state or local law, ordinance, rule,

regulation or order; or (ii) breach any agreement or other obligation to which Seller is a party or by which it is bound.

(e) To Seller's current actual knowledge without inquiry or investigation, no legal actions are pending or threatened against the Property, and Seller has not received written notice of any violations of building codes or other statutes affecting the use, operation, occupancy, and enjoyment of the Property.

(f) To Seller's current actual knowledge without inquiry or investigation, Seller has not received written notice of any violations of any statutes, ordinances, regulations or administrative or judicial orders or holdings, whether or not appearing in public records, with respect to the Improvements or the Property.

(g) Seller has received no notices from insurers of defects in the Improvements which have not been corrected.

(h) Seller has received no written notice of and, to Seller's current actual knowledge and belief without inquiry or investigation, there are no pending or contemplated condemnation proceedings affecting the Property or any part thereof, or any indented public improvements that would result in any charge being levied or assessed against the Property or in the creation of any lien upon the Property.

(i) There are no leases or other agreements for occupancy that are in effect for the Property,

(j) Seller's insurance with respect to the Property is current in the amount of the replacement value of the Improvements.

(k) "AS IS" CONVEYANCE and DISCLAIMER OF WARRANTIES. Purchaser acknowledges and agrees that purchaser is sophisticated with respect to purchasing property and

that during the inspection period, purchaser will conduct its own investigation and inspection of all aspects of the property. Purchaser further acknowledges and agrees that it is relying on such independent investigation and inspection and is not relying on any information provided by seller or the broker in determining whether to purchase the property. Purchaser further acknowledges and agrees that any information provided by seller to purchaser with respect to the property has been obtained from a variety of sources and that seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Purchaser further acknowledges that at closing, it will be fully and completely satisfied that the property is satisfactory in all respects for its intended use and after closing, except for seller's special warranty of title contained in the special warranty deed, purchaser shall have no recourse whatsoever against seller or the broker in connection with the property.

Purchaser further acknowledges and agrees that seller has not made, does not make and specifically disclaims any and all representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property, including, but not limited to: (a) the nature, quality or condition of the property; (b) the income to be derived from the property; (c) the suitability of the property for any and all activities and uses which purchaser may conduct thereon; (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, but not limited to, any state or federal environmental law, rule or regulation; (e) the habitability, merchantability or fitness of the property for a particular purpose; or (f) any other matter with respect to the property. Purchaser hereby accepts such disclaimers of representation, warranty, promise, covenant, agreement or guarantee.

Seller is conveying the property to purchaser "As Is" and "Where Is", and with all faults and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the seller, except for seller's special warranty of title contained in the deed.

The foregoing provision shall be contained in the deed from seller to purchaser and shall survive the closing in all respects.

5.2 Covenants of Seller. Seller hereby covenants with Purchaser as follows:

(a) Within ten (10) days after the Effective Date hereof, Seller shall make available to Purchaser all books and records relating to the Property, including utilities, insurance, maintenance and repair of the Property, to the extent the same are in Seller's actual possession, for the period one (1) year prior to the date of this Agreement.

5.3 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement, and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been, taken.

(b) Purchaser is not in a significantly disparate bargaining position in relation to Seller.

(c) Purchaser is represented by legal counsel of its own choice and designation in connection with the transaction contemplated by this Agreement.

ARTICLE 6
DEFAULT

6.1 Default by Purchaser. In the event that the Earnest Money is delivered to the Title Company as herein provided and Purchaser fails to consummate this Agreement for any reason, except Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement

and receive the Earnest Money as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

6.2 Default by Seller. In the event that Seller should fail to consummate this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return shall operate to terminate this Agreement, or (b) to enforce specific performance of Seller's obligation to convey the Property to Purchaser subject only to the Permitted Exceptions. Purchaser shall be deemed to have elected to terminate this Agreement and receive back the Earnest Money if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Travis County, Texas, on or before sixty (60) days following the date upon which Closing was to have occurred.

ARTICLE 7
RISK OF LOSS; CONDEMNATION

7.1 Minor Damage. In the event of loss or damage to the Property or any portion thereof (the "Damaged Premises") prior to Closing, which is not "major" (as hereinafter defined), this Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option, reduces the cash portion of the Purchase Price in an amount equal to the cost of such repairs, Seller thereby retaining all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Damaged Premises. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs prior to Closing. If Seller is unable to complete such repairs prior to Closing, Seller shall assign to Purchaser at Closing all of its claims and proceeds with respect to any casualty insurance policies or condemnation awards relating to the Damaged Premises.

7.2 Major Damage. In the event of a "major" loss or damage prior to Closing, either Seller or

Purchaser may terminate this Agreement by written notice to the other party, in which event the Earnest Money shall be returned to Purchaser. If neither Seller nor Purchaser elects to terminate this Agreement within ten (10) business days after Seller sends Purchaser written notice of the occurrence of major loss or damage, then Seller and Purchaser shall be deemed to have elected to proceed with Closing, in which event Seller shall, at Seller's option, either (a) perform any necessary repairs, or (b) assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs prior to Closing. If Seller is unable to complete such repairs prior to Closing, Seller shall assign to Purchaser at Closing all of its claims and proceeds with respect to any casualty insurance policies or condemnation awards relating to the Damaged Premises. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser. For purposes of Sections 7.1 and 7.2, "major" loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the premises in question to a condition substantially identical to that of the premises in question prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, or other agreed upon professional, equal to or greater than TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00), and (ii) any loss due to a condemnation which permanently and materially impairs the intended use of the Property

ARTICLE 8
COMMISSIONS

8.1 Brokerage Commissions. Seller agrees to pay to JOHN SANDFORD of SANDFORD COMMERCIAL (the "Broker") a brokerage commission, pursuant to a separate agreement. Seller shall either pay the brokerage commission at Closing or obtain Broker's release of any broker's lien if the commission is not paid at Closing. In the event a claim for a lien under a recorded notice of lien is not paid or assumed at Closing or if a claim for a lien under a recorded notice of lien does not survive Closing, Seller shall establish an escrow account or file and record

a bond to indemnify against a recorded notice of lien in accordance with Chapter 62.001 et seq. of the Texas Property Code.

ARTICLE 9
MISCELLANEOUS

9.1 APPROVALS REQUIRED: This Agreement is subject to the approval of the Board of Managers for the Travis County Healthcare District and Travis County Commissioners Court which shall be obtained within the inspection period of ninety days from the effective date of this contract.

9.2 Title Policy or Abstract. The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is, therefore, hereby given to Purchaser.

9.3 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) prepaid telegram, telex or telecopy/fax (provided that such telegram, telex or telecopy is confirmed by expedited delivery service or by mail in the manner previously described), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or telecopy/fax upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Helen Mary Gracy Smith and J. L. Smith,
14971 Crows Ranch Road
Salado, Texas 76571-5024

Fax: 254-947-1127

with a copy to : William D. Brown
Sneed Vine & Perry
901 Congress Avenue
Austin, Texas 78701

Fax: (512) 476-1825

John Sandford
Sandford Commercial
3307 Northland Drive
Austin, Texas 78731

Fax: 512.331.9131

If to Purchaser: Travis County Healthcare District
Attention: Larry Wallace, Associate Administrator
1111 East Cesar Chavez St., Suite B
Austin, Texas 78702

Fax: 512.978.8156

with a copy to: Travis County Attorney's Office
Attention: Stacy Wilson or Gary Duncan Martin
Travis County Administration Building
314 W. 11th Street, Room 420
Austin, Texas 78701

Fax: 512.854.4808

9.4 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought

9.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until

the end of the next day which is neither a Saturday, Sunday, or legal holiday.

9.6 Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

9.7 Successors and Assigns. Neither party may assign it rights, duties, and obligations under this Agreement without the written consent of the other party. This Agreement is binding upon and insures to the benefit of the parties and their respective permitted successors and assigns.

9.8 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

9.9 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property.

9.10 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Facsimile signatures or e-mail signatures of the parties shall be effective on all counterparts of this Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

9.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.12 Choice of Law and Venue of Any Action. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this

Agreement are to be performed and enforced in Travis County, Texas. In the event of any action under this Agreement the parties agree that venue shall be in Travis County, Texas.

9.13 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.14 Exhibits and Schedules. The following schedules, or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

(a)	Exhibit A-	Legal Description of the Land
(b)	Exhibit B-	Form of Special Warranty Deed
(c)	Exhibit C-	Form of FIRPTA Affidavit
(d)	Exhibit D-	Conflict of Interest Questionnaire

9.15 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.16 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto

9.17 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

9.18 Survival of Provisions. The provisions of this Agreement shall survive Closing and shall not be merged into any Closing documents.

9.19 Effective Date. The date of delivery to the Title Company of a fully executed counterpart of this Agreement, as evidenced by the Title Company's notation in the space set forth below, shall be deemed the effective date of this Agreement (the "Effective Date).

9.20 Conflict of Interest Questionnaire. Seller shall submit the Conflict-of-Interest Questionnaire (the "Questionnaire"), attached to this Agreement as Attachment D as required by Chapter 176 of the Local Government Code, within seven days of signing this Agreement. The Questionnaire must be submitted to the District Administrative Coordinator, 1111 E. Cesar Chavez Street, Suite B, Austin, Texas 78702. If any statement on this submitted Questionnaire becomes incomplete or inaccurate, Seller shall submit an updated Questionnaire not later than the seventh (7th) business day after the date of an event that makes a statement in the Questionnaire incomplete or inaccurate. Seller shall file any updated Questionnaire with the District Administrative Coordinator.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

Executed by Seller

as of _____, 2008

SELLER:

By: _____
Helen Mary Gracy Smith

Date: 5-30-08

By: _____
J. L. Smith

Date: 5/30/08

Executed by Purchaser

as of 5/30, 2008

PURCHASER:

TRAVIS COUNTY HEALTHCARE DISTRICT,

a Texas local government

By: _____

Patricia A. Young Brown

President and Chief Executive Officer

ACKNOWLEDGMENT BY TITLE COMPANY

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed counterpart of this Agreement as of June 2, 2008, which date shall be deemed the "Effective Date" of this Agreement.

TITLE COMPANY:

By: Whitney Eledge for Jennifer Pedersen

Name: Whitney Eledge

Title: Escrow Officer

Date: 6/2/08

EXHIBIT A

Legal Description

FIELD NOTES
FOR

7.435 ACRES OF LAND

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE JOHN BROOKE SURVEY NO. 59 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 2.00 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1847, PAGE 13 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 6.716 ACRE TRACT OF LAND DESCRIBED IN VOLUME 12883, PAGE 192 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pin found at the Northwest corner of said 6.716 acre tract, being at the Southwest corner of Lot 13, Block A, Gracywoods Section One, a subdivision recorded in Volume 72, Page 82 of the Plat Records of Travis County, Texas, being in the East r.o.w. line of Parkfield Drive, for the Northwest corner and PLACE OF BEGINNING hereof;

THENCE along the North lines of said 6.716 acre tract and 2.00 acre tract, being along the South line of Block A, Gracywoods Section One, S 58°18'34" E for a distance of 775.16 feet to a ½ inch iron pin found at the Northeast corner of said 6.716 acre tract, being at the Southeast corner of Lot 1, Block A, Gracywoods Section One, being in the West r.o.w. line of Austin Park Lane, for the Northeast corner hereof;

THENCE along the East line of said 6.716 acre tract, being along the West r.o.w. line of Austin Park Lane for the following courses:

S 28°50'50" W for a distance of 394.24 feet to a ½ inch iron pin found at a point of curve

Along a curve to the right whose radius is 25.00 feet, whose arc is 36.23 feet and whose chord bears S 70°01'28" W for a distance of 33.14 feet to a ½ inch iron pin found at the Southeast corner of said 6.716 tract, being at the intersection of the West r.o.w. line of Austin Park Lane and the North r.o.w. line of Braker Lane, for the Southeast corner hereof;

THENCE along the South line of said 6.716 acre tract, being along the North r.o.w. line of Braker Lane for the following courses:

Along a curve to the right whose radius is 2887.05 feet, whose arc is 482.59 feet and whose chord bears N 62°58'09" W for a distance of 482.03 feet to a ½ inch iron pin found

N 58°10'52" W for a distance of 159.38 feet to a ½ inch capped iron pin set at the Southeast corner of Lot 1, Block A, Exxon Gracy Addition, a subdivision recorded in Document No. 199900338 of the Official Public Records of Travis County, Texas, for the Southwest corner hereof;

FIELD NOTES
FOR

7.435 ACRES OF LAND – Page Two

THENCE along the East and North lines of said Lot 1, Block A, Exxon Gracy Addition, N 31°47'07" E for a distance of 235.30 feet to a ½ inch iron pin found at the Northeast corner of said Lot 1 and N 58°28'22" W for a distance of 176.27 feet to a ½ inch capped iron pin set at the Northwest corner of said Lot 1, being in the West line of said 6.716 acre tract, being in the East r.o.w. line of Parkfield Drive, for a Westerly corner hereof;

THENCE along the West line of said 6.716 acre tract, being along the East r.o.w. line of Parkfield Drive, along a curve to the left whose radius is 359.60 feet, whose arc is 231.56 feet and whose chord bears N 42°12'22" E for a distance of 227.58 feet to the PLACE OF BEGINNING and containing 7.435 acres of land, more or less.

SURVEYED BY:
Roy D. Smith Surveyors, Inc.

ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 4094
May 19, 2008

John Brooke Sur. – 7.435 ac.

EXHIBIT TO ACCOMPANY FIELD NOTES FOR 7.435 ACRES OF LAND

SCALE 1"=100'

GRACYWOODS SECTION ONE - Vol. 72, Pg. 82

BLOCK A

13 | 7 | 6 | 5 | 4 | 3 | 2 | 1

P.O.B.

S58°18'34"E 775.16'

JOHN BROOKE SURVEY NO. 59

2.00 Acre Tract
Vol. 1847, Page 13

7.435 ACRES

N42°12'22"E
C=227.58'
A=231.56'
R=359.60'

S28°50'50"W 394.24'

AUSTIN PARK LANE 60' R.O.W.

PARKFIELD DRIVE 70' R.O.W.

176.27'
N58°28'22"W

N31°47'07"E 235.30'

LOT 1, BLOCK A
EXXON GRACY ADDITION
Doc. No. 199900338

Portion Of 6.716 Acre Tract
Vol. 12883, Page 192

S70°01'28"W
C=33.14'
A=36.23'
R=25.00'

Bearing Basis: South Line
Lot 1, Exxon Gracy Addition

N58°10'52"W 258.00'

159.38'
N58°10'52"W

R=2887.05' A=482.59'
N62°58'09"W C=482.03'

BRAKER LANE R.O.W. Varies

SURVEYED BY
ROY D. SMITH SURVEYORS, INC.

Roy Smith

ROY D. SMITH
Registered Professional Surveyor
1214 West 5th Street Suite A
Austin, Texas 78703
Ph. (512) 478-9821
May 19, 2008

STATE OF TEXAS
REGISTERED
ROY D. SMITH
4094
PROFESSIONAL
LAND SURVEYOR

LEGEND
- ● 1/2" Iron Pin Found
- ○ 1/2" Capped Iron Pin Set

Last updated 4:24pm 6/6/2008

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT _____ (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration, cash to them in hand paid by **TRAVIS COUNTY HEALTHCARE DISTRICT** (hereinafter referred to as "Grantee"), whose mailing address is 1111 East Cesar Chavez Street, Suite B, Austin, Texas 78702, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Travis County, Texas, described on **Exhibit A** attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements located thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

This conveyance is made subject and subordinate to those encumbrances and exceptions set forth on **Exhibit B** attached hereto and made a part hereof for all purposes and all other matters of record affecting the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part, by, through or under Grantor, but not otherwise.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 2008 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of _____, 2008.

GRANTOR:

_____

By:

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2008, by_____, by _____.

Notary Public,

EXHIBIT C

FIRPTA AFFIDAVIT

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform TRAVIS COUNTY HEALTHCARE DISTRICT, a Texas local government ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by _____("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is: #_____;

3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

EXECUTED effective as of _____, 2008.

_____

By: _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 2008 by _____..

_____

Notary Public in and for the State of _____

EXHIBIT D

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

4

D. L. Smith

Signature of person doing business with the governmental entity

5/30/08

Date

Adopted 06/29/2007

AB

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____

Signature of person doing business with the governmental entity

_____

Date

Adopted 06/29/2007

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made to be effective as of the Effective Date (as hereinafter defined) by and between:

- **Richard S. Gracy, Jr., Helen Mary Gracy Smith, Jerry Lane Smith, Trustee of the Helen W. Gracy Grandchildren Gift Trust and Helen W. Gracy Great-Grandchildren Gift Trust** ("Seller"), whose addresses are 1602 Kathy Lane Court, Austin, Texas 78758-3500 and 14971 Crows Ranch Road, Salado, Texas 76571-5024 and in care of Sandford Commercial, 3307 Northland Drive, Suite 290, Austin, Texas 78731, and

- **Travis County Healthcare District,** a Texas local government, whose address is 1111 East Cesar Chavez Street, Suite B, Austin, Texas 78702, ("Purchaser").

W I T N E S S E T H:

ARTICLE 1
PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

That certain tract or parcel of land situated in Travis County, Texas, more particularly described as:

> 5.4 acres, more or less, being the remaining land within the 7.4 acres tract, more or less, and being the property owned by Richard S. Gracy, Jr. and Helen Mary Gracy Smith and the Helen W. Gracy Grandchildren Trust, **and Helen W. Gracy Great-Grandchildren Gift Trust** situated in the John C. Brooke Survey No. 59, Travis County, Texas, said tract being more particularly described by metes and bounds in field notes to be obtained via survey, as reflected in the Real Property Records of Travis County, Texas.

together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

(b) the buildings and other improvements, fixtures, facilities and mechanical systems on the Land or associated therewith, at the street address of **1210 West Braker Lane, Austin, Texas** (including the essential plumbing, electrical, lighting, the uninterrupted power source, roofing systems, HVAC systems and equipment, but not including the any trade fixtures or equipment and personal property located at such property (the property described in clause (b) of this Section 1.1 being herein referred to collectively as the "Improvements");

(c) unless specifically excepted in writing by Purchaser, of Seller's right, title and interest in and to: (i) the property name, easements, licenses, permits, air rights, certificates of occupancy, signs, sewer agreements, water agreements, utility agreements, water rights and oil, gas and mineral rights (the property described in this Section 1.1(e) being sometimes herein referred to collectively as the "Intangibles").

1.2 Property Defined. The Land, the Improvements and the Intangibles are hereinafter sometimes referred to collectively as the "Property."

1.3 Permitted Exceptions. The Property shall be conveyed subject to the matters which are deemed to be Permitted Exceptions pursuant to Section 2.3 hereof (the "Permitted Exceptions").

1.4 Purchase Price. Seller is to sell and Purchaser is to purchase the Property at a unit price calculated at $4.25 per square foot of actual square feet contained in the Land, for an estimated total as of the date of the Agreement of ONE MILLION, SIX THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS ($1,006,179.00) (the "Purchase Price"). The final purchase price

shall be revised according to actual survey calculations of total number of square feet contained in the Land.

1.5 Payment of Purchase Price. The Purchase Price shall be payable in full at Closing (as hereinafter defined) in cash, certified or cashier's check, wire transferred funds or other collected funds.

1.6 Earnest Money. Within ten (10) business days of the Effective Date, Purchaser shall deposit with **Chicago Title Company**, c/o Jennifer Pedersen, Sr. Commercial Escrow Officer, 1501 South Mopac, #103, Austin, Texas 78746 (the "Title Company"), the sum of TWENTY ONE THOUSAND DOLLARS ($21,000.00) as (the "Earnest Money"). Notwithstanding any other provision of this Agreement to the contrary, in the event Purchaser unilaterally terminates this Agreement under a provision allowing Purchaser to receive the Earnest Money, the Seller shall nevertheless receive ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) of the Earnest Money as independent consideration for having granted the Purchaser such unilateral right to terminate, and Purchaser shall be entitled to receive TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) of the Earnest Money.

ARTICLE 2

TITLE AND SURVEY

2.1 Commitment for Title Insurance. Purchaser, at Purchaser's sole cost and expense, shall obtain within thirty (30) days of the Effective Date, the following:

(1) A Commitment for Title Insurance ("Title Commitment") from Chicago Title Company ("Title Company") setting forth the status of the title of the Property and showing all matters affecting title to the Property, together with a true, complete, and legible copy of all documents referred to in the Title Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements, and binding the Title Company to issue

at Closing an Owner's Policy of Title Insurance pursuant to Section 2.4 hereof on the standard form of policy prescribed by the Texas State Board of Insurance in the full amount of the Purchase Price; and

(2) An ALTA survey of the Property, pursuant to Section 2.2 hereof; and

(3) A certificate ("UCC Certificate") reflecting the results of a UCC financing statement search of the Travis County Real Property Records and the Texas Secretary of State's Office, to be obtained by the Title Company at Purchaser's expense.

2.2 Survey. Within thirty (30) days from the Effective Date of this Agreement, Purchaser shall order and pay for a certified survey of the Property, dated no earlier than the Effective Date of this Agreement (the "Survey"), and shall deliver the same to the Title Company. The Survey shall reflect the total area of the Land, the location of all improvements, recorded easements and encroachments, if any, located thereon and all building and setback lines and plottable matters of record with respect thereto.

2.3 Title Review Period. Purchaser shall have twenty (20) business days (the "Title Review Period") after receipt of both the Title Commitment and legible copies of all instruments referred to in Schedules B and C thereof, the UCC Certificate, and the Survey, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment, the UCC Certificate, or the Survey. Any item contained in the Title Commitment, the UCC certificate, or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a Permitted Exception; provided, however, any liens or security interests securing indebtedness or unpaid real property taxes or assessments shall be deemed unacceptable notwithstanding Purchaser's failure to object to such matters as aforesaid, and Seller shall cause the same to be released at or prior to Closing. In the event Purchaser shall notify Seller of objections to title or the Survey or the UCC Certificate prior to the expiration of the Title Review Period, Seller shall have twenty (20) business days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may, without obligation, attempt to cure or remove such objection. If Seller fails, refuses or elects not to either to cure or remove such objection to the reasonable satisfaction of the Title Company

and Purchaser prior to the expiration of the Cure Period, Purchaser may, as its sole and exclusive remedies, either terminate this Agreement by written notice to Seller, and the Earnest Money shall be returned to Purchaser, or waive such objection and proceed to Closing accepting such title as Seller is able to convey without any reduction in the Purchase Price. Any exception in the Title Commitment or matter shown on the Survey to which Purchaser waives such exception as set forth in the preceding sentence, shall be deemed to be a Permitted Exception.

2.4 Owner's Policy of Title Insurance. At Closing, the Title Company shall issue to Purchaser, at Purchaser's expense, an Owner's Policy of Title Insurance (the "Title Policy") covering the Property, in the full amount of the Purchase Price. Such Title Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. If Purchaser elects to have the Title Policy include boundary and encroachment coverage, any additional premium for such coverage shall be paid by Purchaser.

ARTICLE 3
INSPECTION AND FINANCING CONTINGENCIES

3.1 Right of Inspection. During the period beginning upon the Effective Date and ending at 5 p.m., Austin, Texas time, on the 90th business day following the Effective Date (hereinafter referred to as the "Inspection Period"), Purchaser shall have the right to make a physical inspection of the Property and to examine all books and records maintained by Seller relating to the Property, if any. Seller shall make available for inspection the following documents within ten (10) days from the Effective Date: (i) all warranties and guaranties relating to the Property, or any part thereof, or to the Improvements, if any, in Seller's possession; (ii) all construction and building plans for the Improvements, if any, in Seller's possession; (iii) previous environmental assessments, studies, or analyses and any engineer's or other reports concerning equipment and structural analysis affecting the Property, if any, in Seller's possession; (iv) copies of all contracts, documents, studies, data, and similar information relating to the Property, if any, that are in Seller's possession; (v) allow Buyer and its agents, attorneys, consultants, employees, and representatives reasonable access during normal business hours to all of Seller's and its agent's files, books, and records relating to the

Property. Purchaser may (at Purchaser's expense) make copies of or extracts from any items reviewed pursuant to the preceding sentence.

If Purchaser elects to terminate this Agreement, all copies obtained or made in accordance with this Section must be returned to Seller. Purchaser, to the extent allowed by Texas law, shall be responsible for any damages or injuries arising from Purchaser's inspection of the Property.

All inspections shall be performed during normal business hours, or during such times agreed upon by Seller and Purchaser, and shall be conducted so as not to unreasonably interfere with the current use of the Property by Seller. Purchaser shall not permit any liens to attach to the Property by reason of the Purchaser's inspection.

Purchaser shall, at Purchaser's sole cost, repair any damage to the Land or the Improvements resulting from Purchaser's inspection and investigation, and, to the extent Purchaser alters, modifies, disturbs or changes the condition of the Land or the Improvements as part of Purchaser's inspection or otherwise, Purchaser shall, at Purchaser's sole cost, restore the Land and the Improvements to the condition in which the same were found before such alteration, modification, disturbance or change.

Purchaser shall also have the right during the Inspection Period to confirm that Purchaser's intended uses for the property as Medical Offices are permitted under any applicable land use regulations. During the Inspection Period, Purchaser and its agents are given permission to enter the Property for the purpose of conducting its inspection may (i) conduct soil, engineering, environmental, and other tests with regard to the Property; (ii) investigate the availability of utilities; (iii) investigate the availability of necessary permits and licenses and the applicable governmental requirements relating to Purchaser's intended use of the Property; and (iv) determine generally the desirability and utility of the Property for Purchaser's planned improvements.

3.2 Right of Termination. If Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser's intended use, then Purchaser may terminate this Agreement by notifying Seller in writing of its election to terminate on or before 5:00 p.m. on the last day of the Inspection Period ("Termination Notice"). If Purchaser timely gives the Termination Notice to Seller prior to the expiration of the Inspection Period, this Agreement will terminate in accordance

with Section 9.17 of this Agreement; and the parties will have no further rights, liabilities, or obligations under this Agreement except for Purchaser's obligations set out in Section 3.5 below, and the Earnest Money shall be returned to Purchaser, less independent consideration provided for in paragraph 1.6 above.

If Purchaser fails to deliver a Notice of Termination prior to the expiration of the Inspection Period, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.2, and upon expiration of the Inspection Period, the Earnest Money shall be non-refundable, except for the Seller's failure to comply with its obligations at Closing pursuant to Section 4.2 of this Agreement.

3.3 Maintenance. Seller covenants and agrees that from and after the Effective Date and prior to Closing Seller shall (i) continue to perform routine maintenance on the Property in its present condition, normal wear and tear excepted, and make all repairs and replacements thereto, (ii) remove its personal property but not to include the building's operational equipment described in paragraph 1.1 above, and (iii) not remove, damage, or destroy any of the Property, and (iv) maintain insurance on the property such that the risk of loss from fire, wind or any other covered causes will be payable to Seller or Purchaser as may be appropriate.

3.4 Approvals Period. Purchaser shall have a period of ninety (90) days following the end of the Inspection Period in which to obtain final approval of all zoning, land use authority and development permits and authorizations by all required governmental authorities necessary to allow Purchaser to develop and use the property for a community healthcare clinic (the "Approvals Period"). During the Approvals Period, Purchaser agrees to diligently pursue, acting in good faith, all necessary permits and authorizations, and agrees to keep Seller reasonably informed as to Purchaser's progress in obtaining such approvals. In the event Purchaser is unable to obtain final approval of the required permits by all required governmental authorities on or before the end of the Approvals Period, then Purchaser shall have the option to either (i) waive the required approvals by all required governmental authorities and proceed to close this transaction as provided for in the Agreement or, (ii) terminate the Agreement upon written notice to the Seller delivered on or before the end of the Approvals Period.

3.5 Property damages caused by Purchaser or its agents. If Purchaser terminates this Agreement for any reason, Purchaser must promptly repair and restore any damage to the Property caused by Purchaser or its agents . The provisions of this Section 3.5 survive the Closing or termination of this Agreement.

ARTICLE 4
CLOSING

4.1 Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of the Title Company within twenty (20) business days after the expiration of the Approval Period, but in no event later than December 31, 2008, or such other date to which Purchaser and Seller agree. At Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 4.2 and Section 4.3, the performance of which obligations shall be concurrent conditions.

4.2 Seller's Obligations at Closing. At Closing, Seller shall:

(a) Deliver to Purchaser a Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof, executed and acknowledged by Seller and in recordable form, conveying the Land and Improvements to Purchaser free of all liens and encumbrances, subject only to the Permitted Exceptions.

(b) Deliver to Purchaser a FIRPTA Affidavit in the form of Exhibit C attached hereto and made a part hereof, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and in the event Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes;

(c) Deliver to Purchaser exclusive possession and occupancy of the Property, subject to the Permitted Exceptions;

(d) Deliver to Purchaser all available keys to the Property in Seller's possession;

(e) Execute all documents that are reasonably or customarily required to effectuate and consummate this Agreement.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall pay to Seller the full amount of the Purchase Price, subject to any adjustments for prorations, Earnest Money deposits, and other credits provided for in this Agreement, in cash, check, or immediately available wire transferred funds pursuant to Section 1.5 above, it being expressly agreed that at Closing the Earnest Money shall be delivered to Seller and applied towards payment of the Purchase Price.

4.4 Credits and Prorations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., Austin, Texas time, on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs:

(i) taxes;

(ii) any assessments;

(iii) gas, electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing.

(b) Notwithstanding anything contained in the foregoing provisions:

(i) Any taxes paid at Closing shall be prorated based upon the amounts actually paid.

(ii) Seller shall receive the entire advantage of any discounts for the prepayment by it of any taxes, water rates or sewer rents.

(iii) As to gas, electricity and other utility charges, referred to in Section 4.4(a)(iii) above, Seller may on notice to Purchaser elect to pay one or more of all of said items accrued to the date hereinabove fixed for apportionment directly to the person or entity entitled thereto, and to the extent Seller so elects, such item shall not be apportioned hereunder, and Seller's obligation to pay such item directly in such case shall survive Closing.

4.5 Rollback Taxes. If this sale or Purchaser's use of the Property after Closing results in the assessment of additional taxes, penalties or interest ("Assessments") for period prior to closing, the Assessments will be the obligation of Purchaser. If Seller's change in use of the Property prior to Closing or denial of special use valuation on the Property claimed by Seller results in Assessments for periods prior to Closing, the Assessments will be the obligation of Seller. Obligations imposed by this Section 4.5 shall survive the Closing.

4.6 Closing Costs. Seller shall pay (a) the fees of any counsel representing it in connection with this transaction;(b) Seller's brokerage commissions; and (c) one-half (1/2) of any escrow fee which may be charged by the Title Company. Purchaser shall pay the fees for recording the Deed. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller has all requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by Seller.

(b) To the extent required, if any, the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized and approved by all requisite action on the part of Seller.

(c) This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(d) To Seller's current actual knowledge without inquiry or investigation, the execution and delivery of this Agreement by Seller and Seller's performance of and compliance with its terms will not (i) violate any existing federal, state or local law, ordinance, rule, regulation or order; or (ii) breach any agreement or other obligation to which Seller is a party or by which it is bound.

(e) To Seller's current actual knowledge without inquiry or investigation, no legal actions are pending or threatened against the Property, and Seller has not received written notice of any violations of building codes or other statutes affecting the use, operation, occupancy, and enjoyment of the Property.

(f) To Seller's current actual knowledge without inquiry or investigation, Seller has not received written notice of any violations of any statutes, ordinances, regulations or administrative or judicial orders or holdings, whether or not appearing in public records, with respect to the Improvements or the Property.

(g) Seller has received no notices from insurers of defects in the Improvements which have not been corrected.

(h) Seller has received no written notice of and, to Seller's current actual knowledge and belief without inquiry or investigation, there are no pending or contemplated condemnation

proceedings affecting the Property or any part thereof, or any indented public improvements that would result in any charge being levied or assessed against the Property or in the creation of any lien upon the Property.

(i) There are no leases or other agreements for occupancy that are in effect for the Property,

(j) Seller's insurance with respect to the Property is current in the amount of the replacement value of the Improvements.

(k) "AS IS" CONVEYANCE and DISCLAIMER OF WARRANTIES. Purchaser acknowledges and agrees that purchaser is sophisticated with respect to purchasing property and that during the inspection period, purchaser will conduct its own investigation and inspection of all aspects of the property. Purchaser further acknowledges and agrees that it is relying on such independent investigation and inspection and is not relying on any information provided by seller or the broker in determining whether to purchase the property. Purchaser further acknowledges and agrees that any information provided by seller to purchaser with respect to the property has been obtained from a variety of sources and that seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Purchaser further acknowledges that at closing, it will be fully and completely satisfied that the property is satisfactory in all respects for its intended use and after closing, except for seller's special warranty of title contained in the special warranty deed, purchaser shall have no recourse whatsoever against seller or the broker in connection with the property.

Purchaser further acknowledges and agrees that seller has not made, does not make and specifically disclaims any and all representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property, including, but not limited to: (a) the nature, quality or condition of the property; (b) the income to be derived from the property; (c) the suitability of the property for any and all activities and uses which purchaser

may conduct thereon; (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, but not limited to, any state or federal environmental law, rule or regulation; (e) the habitability, merchantability or fitness of the property for a particular purpose; or (f) any other matter with respect to the property. Purchaser hereby accepts such disclaimers of representation, warranty, promise, covenant, agreement or guarantee.

Seller is conveying the property to purchaser "As Is" and "Where Is", and with all faults and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the seller, except for seller's special warranty of title contained in the deed.

The foregoing provision shall be contained in the deed from seller to purchaser and shall survive the closing in all respects.

5.2 Covenants of Seller. Seller hereby covenants with Purchaser as follows:

(a) Within ten (10) days after the Effective Date hereof, Seller shall make available to Purchaser all books and records relating to the Property, including utilities, insurance, maintenance and repair of the Property, to the extent the same are in Seller's actual possession, for the period one (1) year prior to the date of this Agreement.

5.3 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement, and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been, taken.

(b) Purchaser is not in a significantly disparate bargaining position in relation to Seller.

(c) Purchaser is represented by legal counsel of its own choice and designation in connection with the transaction contemplated by this Agreement.

ARTICLE 6
DEFAULT

6.1 Default by Purchaser. In the event that the Earnest Money is delivered to the Title Company as herein provided and Purchaser fails to consummate this Agreement for any reason, except Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

6.2 Default by Seller. In the event that Seller should fail to consummate this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return shall operate to terminate this Agreement, or (b) to enforce specific performance of Seller's obligation to convey the Property to Purchaser subject only to the Permitted Exceptions. Purchaser shall be deemed to have elected to terminate this Agreement and receive back the Earnest Money if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Travis County, Texas, on or before sixty (60) days following the date upon which Closing was to have occurred.

ARTICLE 7
RISK OF LOSS; CONDEMNATION

7.1 Minor Damage. In the event of loss or damage to the Property or any portion thereof (the "Damaged Premises") prior to Closing, which is not "major" (as hereinafter defined), this

Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option, reduces the cash portion of the Purchase Price in an amount equal to the cost of such repairs, Seller thereby retaining all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Damaged Premises. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs prior to Closing. If Seller is unable to complete such repairs prior to Closing, Seller shall assign to Purchaser at closing all of its claims and proceeds with respect to any casualty insurance policies or condemnation awards relating to the Damaged Premises.

7.2 Major Damage. In the event of a "major" loss or damage prior to Closing, either Seller or Purchaser may terminate this Agreement by written notice to the other party, in which event the Earnest Money shall be returned to Purchaser. If neither Seller nor Purchaser elects to terminate this Agreement within ten (10) business days after Seller sends Purchaser written notice of the occurrence of major loss or damage, then Seller and Purchaser shall be deemed to have elected to proceed with Closing, in which event Seller shall, at Seller's option, either (a) perform any necessary repairs, or (b) assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs prior to Closing. If Seller is unable to complete such repairs prior to Closing, Seller shall assign to Purchaser at closing all of its claims and proceeds with respect to any casualty insurance policies or condemnation awards relating to the Damaged Premises. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser. For purposes of Sections 7.1 and 7.2, "major" loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the premises in question to a condition substantially identical to that of the premises in question prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, or other agreed upon professional, equal to or greater than TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00), and (ii) any loss due to a condemnation which permanently and materially impairs the intended use of the Property

ARTICLE 8

COMMISSIONS

8.1 Brokerage Commissions. Seller agrees to pay to JOHN SANDFORD of SANDFORD COMMERCIAL (the "Broker") a brokerage commission, pursuant to a separate agreement. Seller shall either pay the brokerage commission at Closing or obtain Broker's release of any broker's lien if the commission is not paid at Closing. In the event a claim for a lien under a recorded notice of lien is not paid or assumed at Closing or if a claim for a lien under a recorded notice of lien does not survive Closing, Seller shall establish an escrow account or file and record a bond to indemnify against a recorded notice of lien in accordance with Chapter 62.001 et seq. of the Texas Property Code.

ARTICLE 9

MISCELLANEOUS

9.1 APPROVALS REQUIRED: This Agreement is subject to the approval of the Board of Managers for the Travis County Healthcare District and Travis County Commissioners Court which shall be obtained within the inspection period of ninety days from the effective date of this contract.

9.2 Title Policy or Abstract. The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is, therefore, hereby given to Purchaser.

9.3 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) prepaid telegram, telex or telecopy/fax (provided that such telegram, telex or telecopy is confirmed by expedited delivery

service or by mail in the manner previously described), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or telecopy/fax upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Helen Mary Gracy Smith and J. L. Smith,
14971 Crows Ranch Road
Salado, Texas 76571-5024
Fax: 254-947-1127

Richard S. Gracy, Jr.
1602 Kathy Lynn Court
Austin, Texas 78758-3500
Fax: 512-858-1843

Jerry Lane Smith Trustee of the Helen W. Gracy
Grandchildren Gift Trust
and Helen W. Gracy Great-Grandchildren Gift Trust
14971 Crows Ranch Road
Salado, Texas 76571-5024
Fax: 254-947-1127

with a copy to :

William D. Brown
Sneed Vine & Perry
901 Congress Avenue
Austin, Texas 78701
Fax: (512) 476-1825

John Sandford
Sandford Commercial
3307 Northland Drive
Austin, Texas 78731
Fax: 512.331.9131

If to Purchaser:

Travis County Healthcare District
Attention: Larry Wallace, Associate Administrator
1111 East Cesar Chavez St., Suite B
Austin, Texas 78702
Fax: 512.978.8156

with a copy to: Travis County Attorney's Office
Attention: Stacy Wilson or Gary Duncan Martin
Travis County Administration Building
314 W. 11th Street, Room 420
Austin, Texas 78701
Fax: 512.854.4808

9.4 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought

9.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

9.6 Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

9.7 Successors and Assigns. Neither party may assign it rights, duties, and obligations under this Agreement without the written consent of the other party. This Agreement is binding upon and insures to the benefit of the parties and their respective permitted successors and assigns.

9.8 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

9.9 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall,

if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property.

9.10 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Facsimile signatures or e-mail signatures of the parties shall be effective on all counterparts of this Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

9.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.12 Choice of Law and Venue of Any Action. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are to be performed and enforced in Travis County, Texas. In the event of any action under this Agreement the parties agree that venue shall be in Travis County, Texas.

9.13 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.14 Exhibits and Schedules. The following schedules, or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

(a)	Exhibit A-	Legal Description of the Land
(b)	Exhibit B-	Form of Special Warranty Deed
(c)	Exhibit C-	Form of FIRPTA Affidavit
(d)	Exhibit D-	Conflict of Interest Questionnaire

9.15 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.16 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto

9.17 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

9.18 Survival of Provisions. The provisions of this Agreement shall survive Closing and shall not be merged into any Closing documents.

9.19 Effective Date. The date of delivery to the Title Company of a fully executed counterpart of this Agreement, as evidenced by the Title Company's notation in the space set forth below, shall be deemed the effective date of this Agreement (the "Effective Date).

9.20 Conflict of Interest Questionnaire. Seller shall submit the Conflict-of-Interest Questionnaire (the "Questionnaire"), attached to this Agreement as Attachment D as required by Chapter 176 of the Local Government Code, within seven days of signing this Agreement. The Questionnaire must be submitted to the District Administrative Coordinator, 1111 E. Cesar Chavez Street, Suite B, Austin, Texas 78702. If any statement on this submitted Questionnaire becomes incomplete or inaccurate, Seller shall submit an updated Questionnaire not later than the seventh (7th) business day after the date of an event that makes a statement in the

Questionnaire incomplete or inaccurate. Seller shall file any updated Questionnaire with the District Administrative Coordinator.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

Executed by Seller
as of _____, 2008

SELLER:

By: _____
Richard S. Gracy, Jr.
Date: 5-30-2008

By: _____
Helen Mary Gracy Smith
Date: 5-30-08

By: _____
Jerry Lane Smith, Trustee of the Helen W. Gracy Grandchildren Gift Trust and Helen W. Gracy Great-Grandchildren Gift Trust
Date: 5-30-08

Executed by Purchaser
as of 5/30, 2008

PURCHASER:

TRAVIS COUNTY HEALTHCARE DISTRICT,
a Texas local government

By: _____
Patricia A. Young Brown
President and Chief Executive Officer

ACKNOWLEDGMENT BY TITLE COMPANY

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed counterpart of this Agreement as of June 2, 2008, which date shall be deemed the "Effective Date" of this Agreement.

TITLE COMPANY:

By: Whitney Eledge for Jennifer Pedersen

Name: Whitney Eledge

Title: Escrow Officer

Date: 6/2/08

EXHIBIT A

Legal Description

FIELD NOTES
FOR

7.435 ACRES OF LAND

ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE JOHN BROOKE SURVEY NO. 59 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 2.00 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1847, PAGE 13 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 6.716 ACRE TRACT OF LAND DESCRIBED IN VOLUME 12883, PAGE 192 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, THE HEREIN DESCRIBED TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pin found at the Northwest corner of said 6.716 acre tract, being at the Southwest corner of Lot 13, Block A, Gracywoods Section One, a subdivision recorded in Volume 72, Page 82 of the Plat Records of Travis County, Texas, being in the East r.o.w. line of Parkfield Drive, for the Northwest corner and PLACE OF BEGINNING hereof;

THENCE along the North lines of said 6.716 acre tract and 2.00 acre tract, being along the South line of Block A, Gracywoods Section One, S 58°18'34" E for a distance of 775.16 feet to a ½ inch iron pin found at the Northeast corner of said 6.716 acre tract, being at the Southeast corner of Lot 1, Block A, Gracywoods Section One, being in the West r.o.w. line of Austin Park Lane, for the Northeast corner hereof;

THENCE along the East line of said 6.716 acre tract, being along the West r.o.w. line of Austin Park Lane for the following courses:

S 28°50'50" W for a distance of 394.24 feet to a ½ inch iron pin found at a point of curve

Along a curve to the right whose radius is 25.00 feet, whose arc is 36.23 feet and whose chord bears S 70°01'28" W for a distance of 33.14 feet to a ½ inch iron pin found at the Southeast corner of said 6.716 tract, being at the intersection of the West r.o.w. line of Austin Park Lane and the North r.o.w. line of Braker Lane, for the Southeast corner hereof;

THENCE along the South line of said 6.716 acre tract, being along the North r.o.w. line of Braker Lane for the following courses:

Along a curve to the right whose radius is 2887.05 feet, whose arc is 482.59 feet and whose chord bears N 62°58'09" W for a distance of 482.03 feet to a ½ inch iron pin found

N 58°10'52" W for a distance of 159.38 feet to a ½ inch capped iron pin set at the Southeast corner of Lot 1, Block A, Exxon Gracy Addition, a subdivision recorded in Document No. 199900338 of the Official Public Records of Travis County, Texas, for the Southwest corner hereof;

FIELD NOTES
FOR

7.435 ACRES OF LAND – Page Two

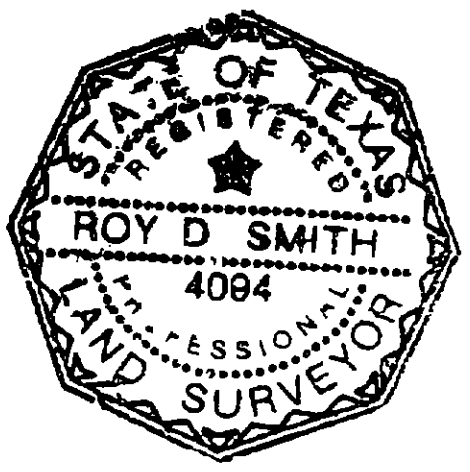
THENCE along the East and North lines of said Lot 1, Block A, Exxon Gracy Addition, N 31°47'07" E for a distance of 235.30 feet to a ½ inch iron pin found at the Northeast corner of said Lot 1 and N 58°28'22" W for a distance of 176.27 feet to a ½ inch capped iron pin set at the Northwest corner of said Lot 1, being in the West line of said 6.716 acre tract, being in the East r.o.w. line of Parkfield Drive, for a Westerly corner hereof;

THENCE along the West line of said 6.716 acre tract, being along the East r.o.w. line of Parkfield Drive, along a curve to the left whose radius is 359.60 feet, whose arc is 231.56 feet and whose chord bears N 42°12'22" E for a distance of 227.58 feet to the PLACE OF BEGINNING and containing 7.435 acres of land, more or less.

SURVEYED BY:
Roy D. Smith Surveyors, Inc.

Roy Smith

ROY D. SMITH
REGISTERED PROFESSIONAL SURVEYOR NO. 4094
May 19, 2008



John Brooke Sur. – 7.435 ac.

EXHIBIT TO ACCOMPANY FIELD NOTES FOR 7.435 ACRES OF LAND

SCALE 1"=100'

GRACYWOODS SECTION ONE - Vol. 72, Pg. 82

BLOCK A

13 | 7 | 6 | 5 | 4 | 3 | 2 | 1

P.O.B.

S58°18'34"E 775.16'

JOHN BROOKE SURVEY NO. 59

2.00 Acre Tract
Vol. 1847, Page 13

7.435 ACRES

AUSTIN PARK LANE 60' R.O.W.

S28°50'50"W 394.24'

N42°12'22"E C=227.58' A=231.56' R=359.60'

PARKFIELD DRIVE 70' R.O.W.

176.27'
N58°28'22"W

N31°47'07"E 235.30'

LOT 1, BLOCK A
EXXON GRACY ADDITION
Doc. No. 199900338

Bearing Basis: South Line
Lot 1, Exxon Gracy Addition

N58°10'52"W 258.00'

159.38'
N58°10'52"W

Portion Of 6.716 Acre Tract
Vol. 12883, Page 192

S70°01'28"W C=33.14' A=36.23' R=25.00'

R=2887.05' A=482.59'
N62°58'09"W C=482.03'

BRAKER LANE R.O.W. Varies

SURVEYED BY
ROY D. SMITH SURVEYORS, INC.

Roy Smith

ROY D. SMITH
Registered Professional Surveyor
1214 West 5th Street Suite A
Austin, Texas 78703
Ph. (512) 478-9821
May 19, 2008

STATE OF TEXAS
REGISTERED
ROY D. SMITH
4004
PROFESSIONAL
LAND SURVEYOR

LEGEND
- ● 1/2" Iron Pin Found
- ○ 1/2" Capped Iron Pin Set

Last updated 4:24pm 6/6/2008

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT _____ (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration, cash to them in hand paid by **TRAVIS COUNTY HEALTHCARE DISTRICT**, a Texas local government (hereinafter referred to as "Grantee"), whose mailing address is 1111 East Cesar Chavez Street, Suite B, Austin, Texas 78702, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Travis County, Texas, described on **Exhibit A** attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements located thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

This conveyance is made subject and subordinate to those encumbrances and exceptions set forth on **Exhibit B** attached hereto and made a part hereof for all purposes and all other matters of record affecting the Property (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part, by, through or under Grantor, but not otherwise.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 2008 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of _____, 2008.

GRANTOR:

_____

By:

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2008, by_____, by _____.

Notary Public,

EXHIBIT C

FIRPTA AFFIDAVIT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform TRAVIS COUNTY HEALTHCARE DISTRICT, a Texas local government ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by _____("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is: #_____;

3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

EXECUTED effective as of _____, 2008.

_____

By: _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 2008 by _____.

_____

Notary Public in and for the State of _____

EXHIBIT D

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

4

Richard D Tracey Jr

Signature of person doing business with the governmental entity

5-30-2008

Date

Adopted 06/29/2007

B

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Jerry Lane Smith, Jr

Signature of person doing business with the governmental entity

5-30-08

Date

Adopted 06/29/2007

FOR SALE: ±7.4 ACRE OFFICE TRACT

Braker Lane @ Parkfield Drive
Austin, Texas

DESCRIPTION: The subject property is comprised of two separate parcels owned by various members of the Gracy family, well known in North Austin for its long history in the dairy business. The property represents one of the last land holdings for the Gracy family from what at one time totaled in excess of 800-acres.

LOCATION: The subject property fronts the north side of Braker Lane in north central Austin, Texas, a 6-lane divided arterial, with additional frontage on Parkfield Drive on the west and Austin Park Lane on the east; each defined as neighborhood collectors. This places the property approximately 2.0 miles west of Interstate 35 and approximately 3.25 miles east of Mopac (Loop 1) Expressway.

SIZE: ±7.4 Acres total land area in Parcels 1 & 2. The area is approximate since no formal survey of the property has been performed since the sale of the corner parcel to Exxon Mobil several years ago.

Parcel 1: 2.0 Acres of land, being the property owned by J.L. & Helen Mary Smith situated in the center of the larger Parcel 2. Parcel 1 has no frontage on the adjacent roads.

Parcel 2: ±5.4 Acres of land, being the property owned by Richard S. Gracy, Jr., et al, being the parcel wrapping around Parcel 1 and providing the frontage for the subject property to the adjacent streets.

IMPROVEMENTS: Parcel 1 is improved with a one-story single family home indicated to be 2,241 square feet in size according to the Travis County Appraisal District (TCAD). There is also a detached garage measuring 772 square feet according to TCAD and some miscellaneous storage buildings. The improvements were constructed in 1957 according to TCAD and are deemed to have negligible value with respect to the anticipated redevelopment of the larger subject property.

Parcel 2 is unimproved.

ZONING:

NO – Neighborhood Office Zoning District is the predominant existing zoning designation for the subject property. The subject also has a small residual portion of LR – Local Retail, that surrounds the corner parcel at Parkfield (see attached zoning map).

No neighborhood plan has been adopted that affects the subject property.

The existing NO zoning is <u>NOT</u> adequate for the proposed use: Medical Office in excess of 5,000 square feet.

"Neighborhood office (NO) district is the designation for a small office use that serves neighborhood or community needs, is located in or adjacent to a residential neighborhood and on a collector street that has a width of 40 feet or more, and does not unreasonably affect traffic. An office in an NO district may contain not more than one use. Site development regulations applicable to an NO district use are designed to preserve compatibility with existing neighborhoods through renovation and modernization of existing structures."
Source: Section 13-2-61; Ord. 990225-70; Ord. 031211-11.

REZONING:

LO –Local Office appears to be the minimum acceptable zoning that allows Medical Office in excess of 5,000 square feet.

"Limited office (LO) district is the designation for an office use that serves neighborhood or community needs and that is located in or adjacent to residential neighborhoods. An office in an LO district may contain one or more different uses. Site development regulations and performance standards applicable to an LO district use are designed to ensure that the use is compatible and complementary in scale and appearance with the residential environment."
Source: Section 13-2-62; Ord. 990225-70; Ord. 031211-11.

In addition, LO zoning allows an increase of impervious coverage on the site to 70% from the 60% allowed in NO, an increase in height to 3-stories from 2, an increase in building coverage to 50% from 35% and twice the floor-to-area ratio to .7:1 from .35:1

A rezoning effort to LO from NO represents just one level of increased intensity based on the hierarchy of zoning districts as defined by the City of Austin Development Code (CADC). Given the known user of the subject property, the relatively low intensity of development planned for the property and the direct service

benefits the proposed use represents for the neighborhood, it is anticipated that the proposed rezoning effort, properly managed, might be very well received by the neighborhood and city staff.

SUBDIVISION: The subject property has not been subdivided into a legal lot. Subdivision of the property will be a prerequisite to site plan and building permit approvals.

UTILITIES: Water is located in a 12" water line in the north r.o.w. of Braker Lane and accessible to the subject property. It appears from City of Austin information that an operating valve is connected to the main that serves a fire hydrant on the subject property, as well as a simple water connection that might serve the residence on Parcel 1. There is an additional 12" water line in Parkfield Drive that appears to serve the convenience store on the corner.

Sewer is located in an 8" line following the centerline of Austin Park Lane on the east boundary of the subject property. There is also an 8" line in the middle of the Braker/Parkfield intersection that was tapped to serve the convenience store on the corner.

The availability and capacity of either water or sewer service for the subject property must be confirmed through purchaser's due diligence with reliance on experts of the purchaser's sole choosing.

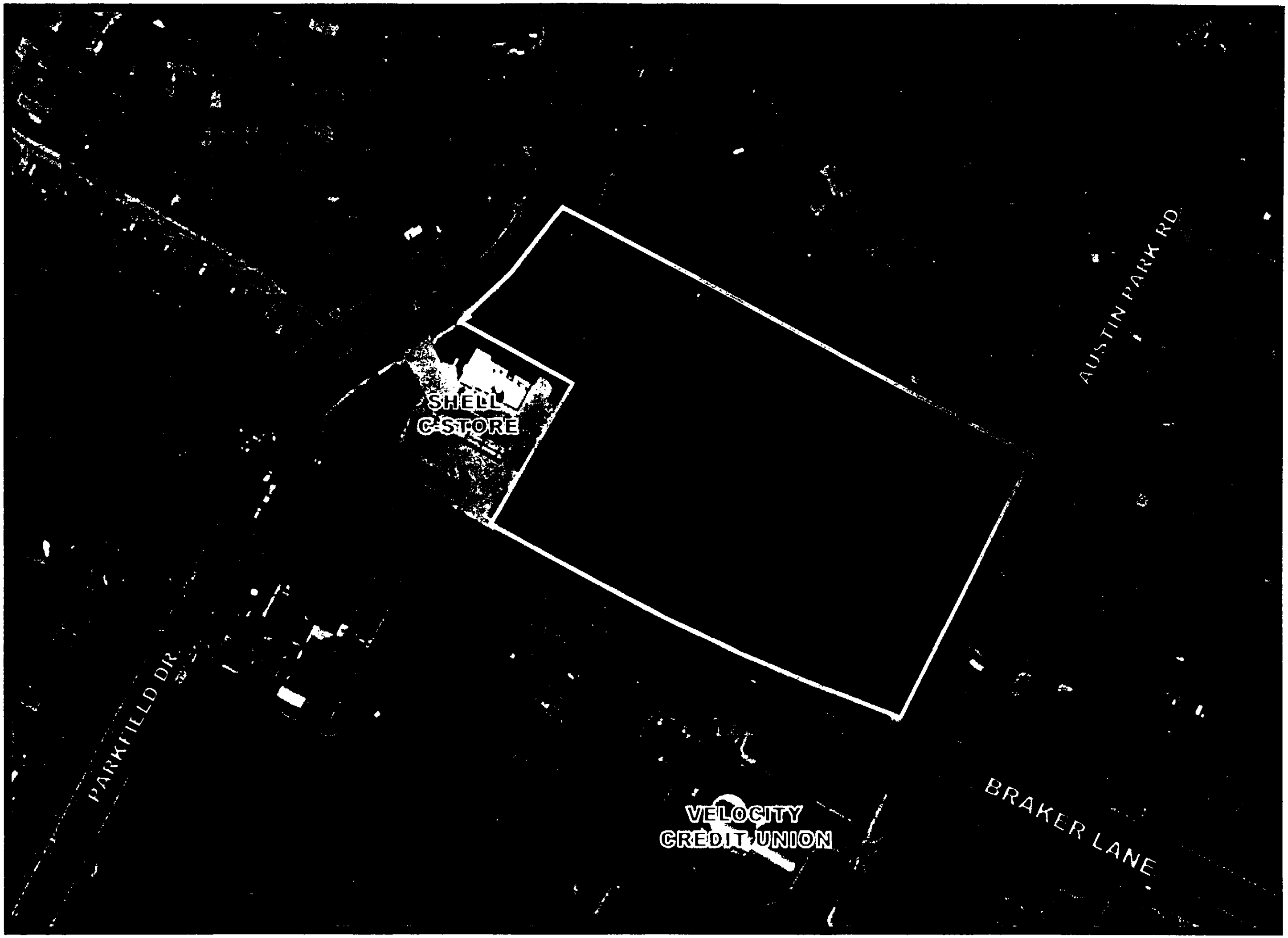
DRAINAGE: The subject property lies in two separate watersheds according to the City of Austin's GIS information website (see attached map). It appears that approximately 25% of the site lies in the Little Walnut Creek watershed designated an "Urban" watershed by the CADC. The remaining 75% lies in the Big Walnut Creek watershed, designated a "Suburban" watershed by the CADC.

Typically, an Urban watershed allows up to 100% impervious cover (under certain circumstances) and the possibility of paying a fee-in-lieu of constructing water quality ponds. A Suburban watershed will allow up to 80% impervious cover with no provision for fee-in-lieu.

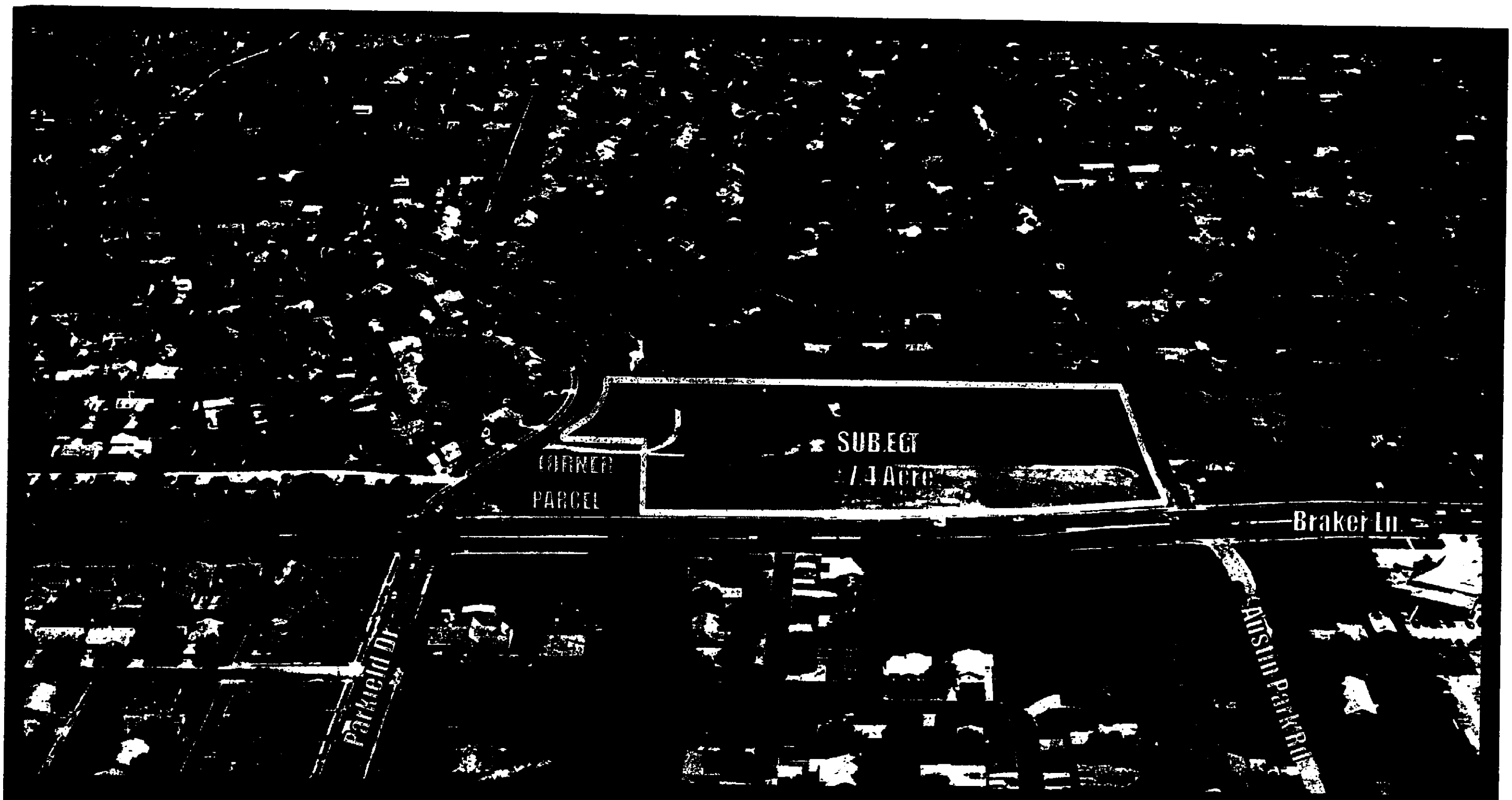
However, the impervious cover allowed on the subject property will be determined by the zoning designation applicable to the property. If rezoned to LO – Local Office, the maximum impervious cover allowed on the subject property will be 70%.

TAXES:	Parcel 1 – TCAD 2007 Assessed Value =		$225,053.00
	Parcel 2 – TCAD 2007 Assessed Value =		$355,122.00
	Total TCAD 2007 Assessed Value	=	$580,175.00
	Multiplied by combined tax rate of		$2.4628/$100
	2007 Ad Valorem Taxes	=	$14,288.55

`07 AERIAL PHOTO



Last updated 4:24pm 6/6/2008



±7.40 Ac. OFFICE TRACT

N/S BRAKER LANE @ PARKFIELD DR.

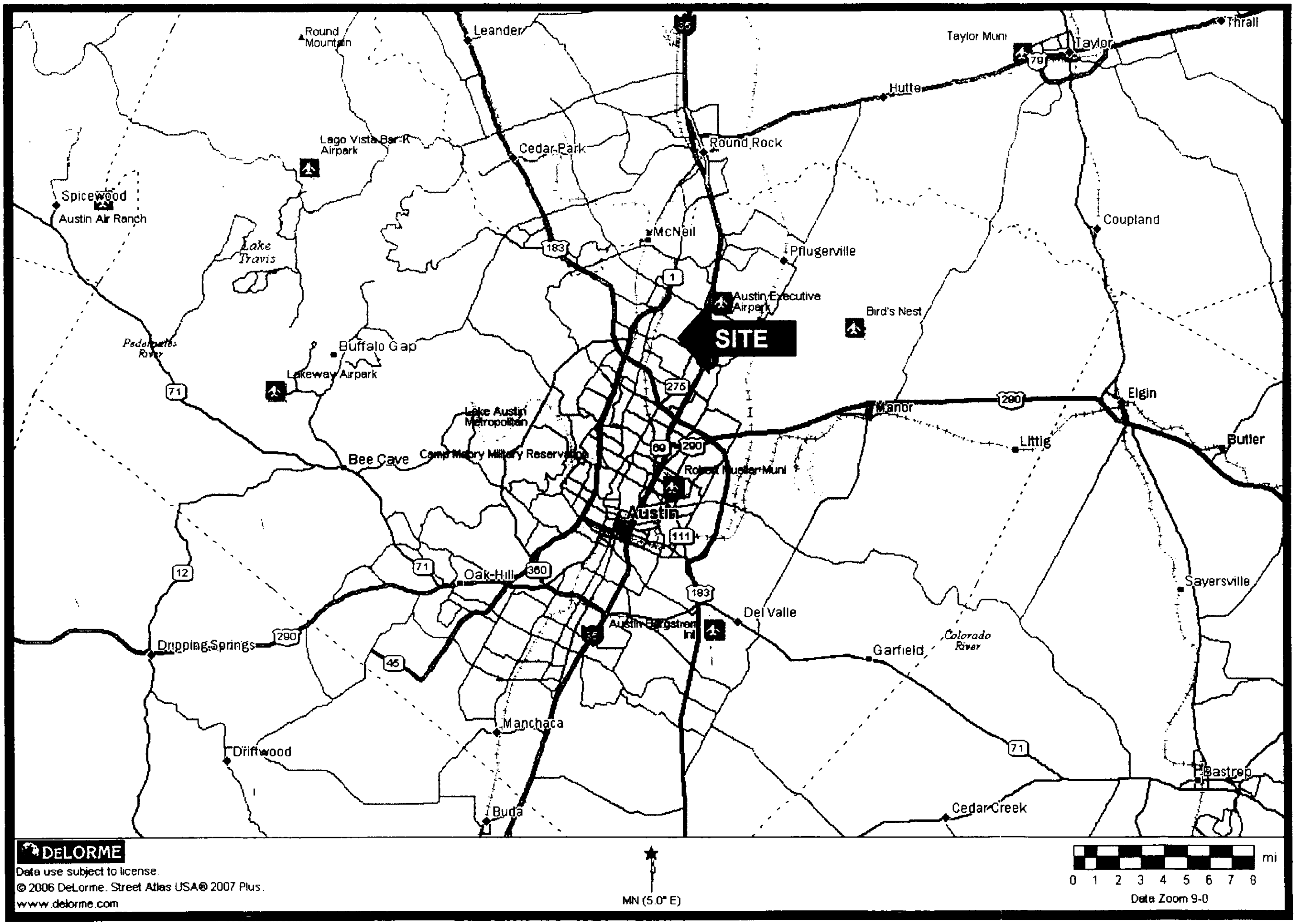
30k V.P.D. BRAKER LANE
MATURE TRADE AREA
NO-NEIGHBORHOOD OFFICE
± 640' FRONTAGE BRAKER LN.

ALL UTILITIES
ACCESS TO 3-ROADS
$4.25/sf OR $1,370,000 TOTAL PRICE

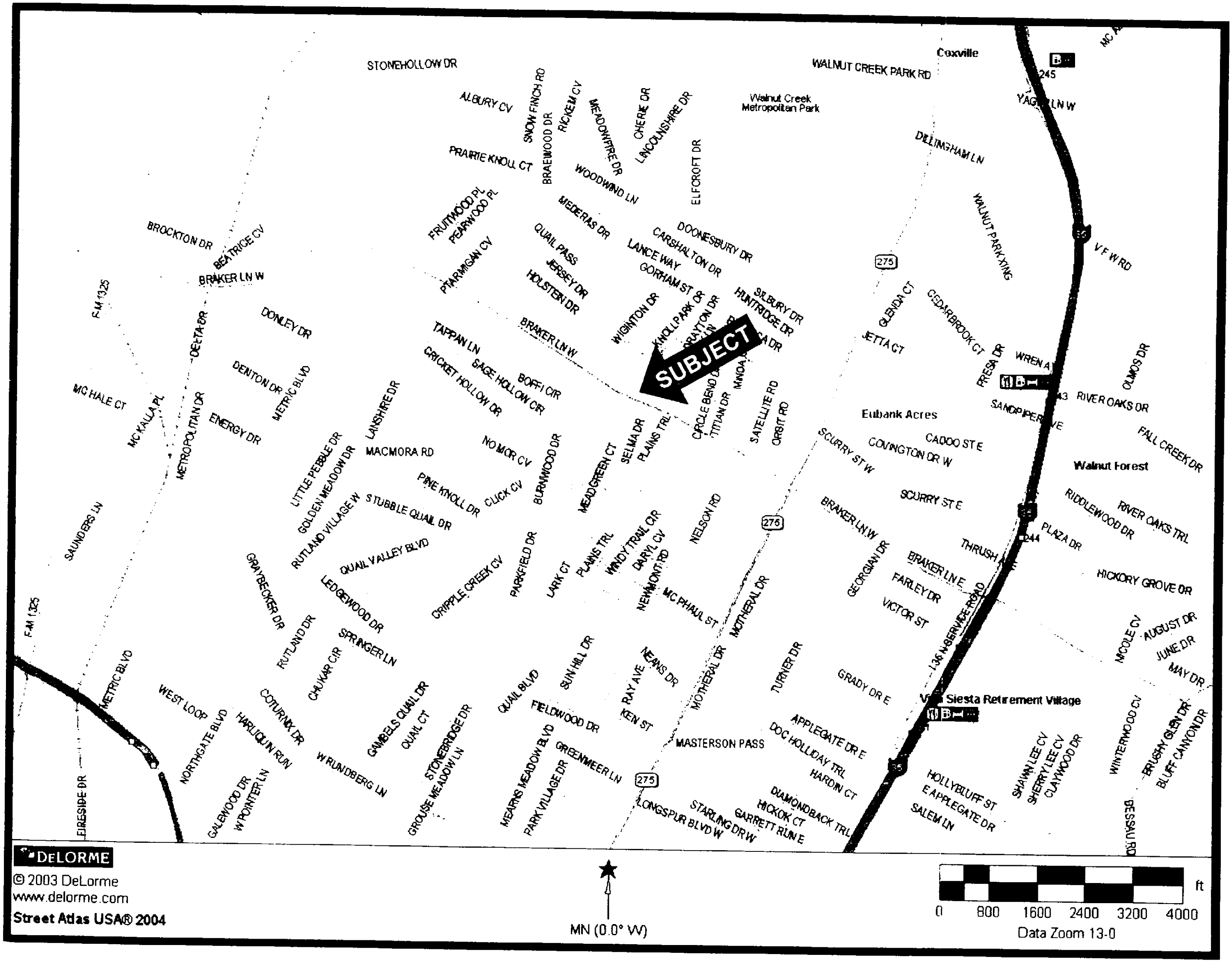
Contact: JOHN SANDFORD
SANDFORD COMMERCIAL
(512) 331-7227
sandcomm@texas.net

Last updated 4:24pm 6/6/2008

GREATER AUSTIN

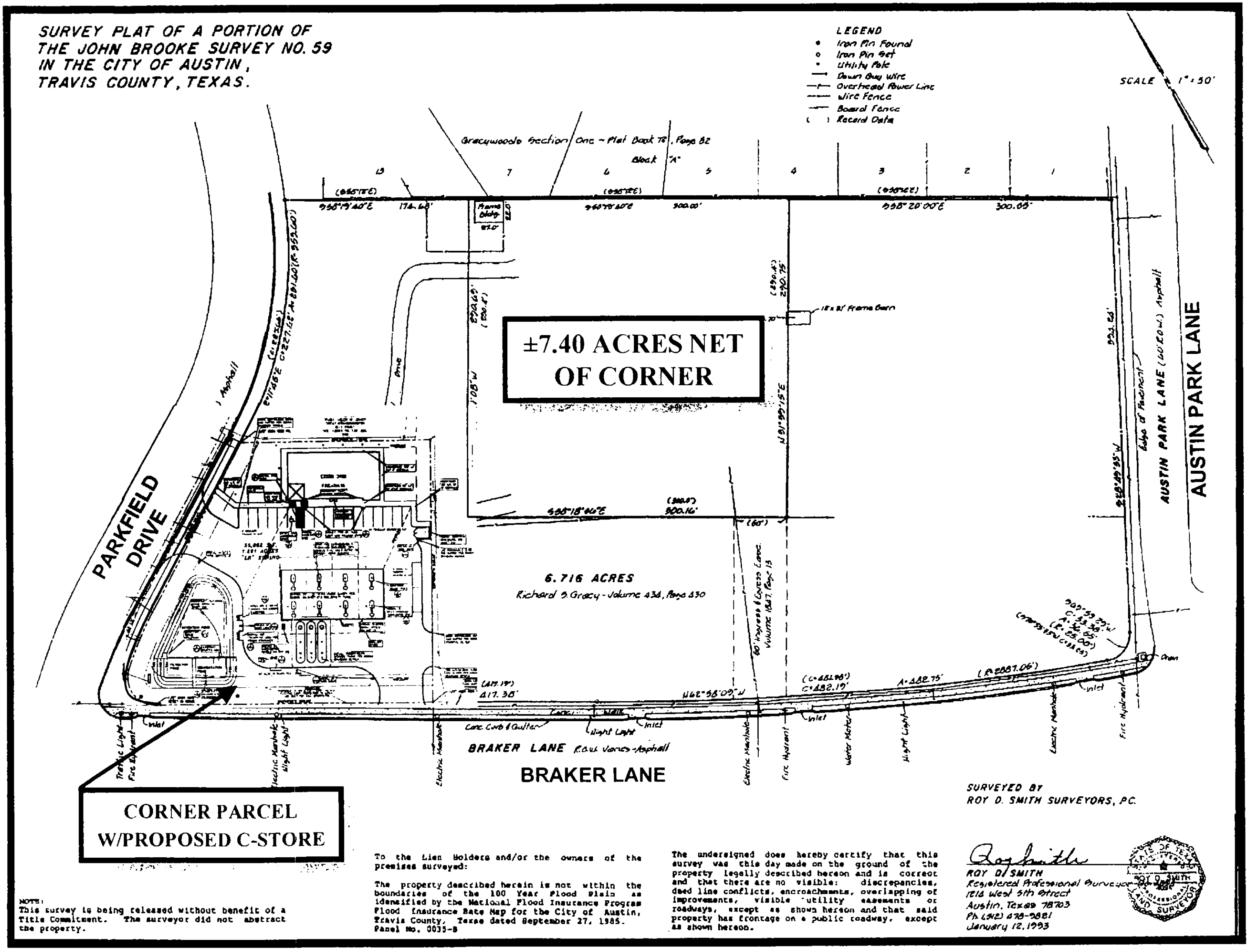


Last updated 4:24pm 6/6/2008



Last updated 4:24pm 6/6/2008

Last updated 4:24pm 6/6/2008



NOTE:
This survey is being released without benefit of a Title Commitment. The surveyor did not abstract the property.

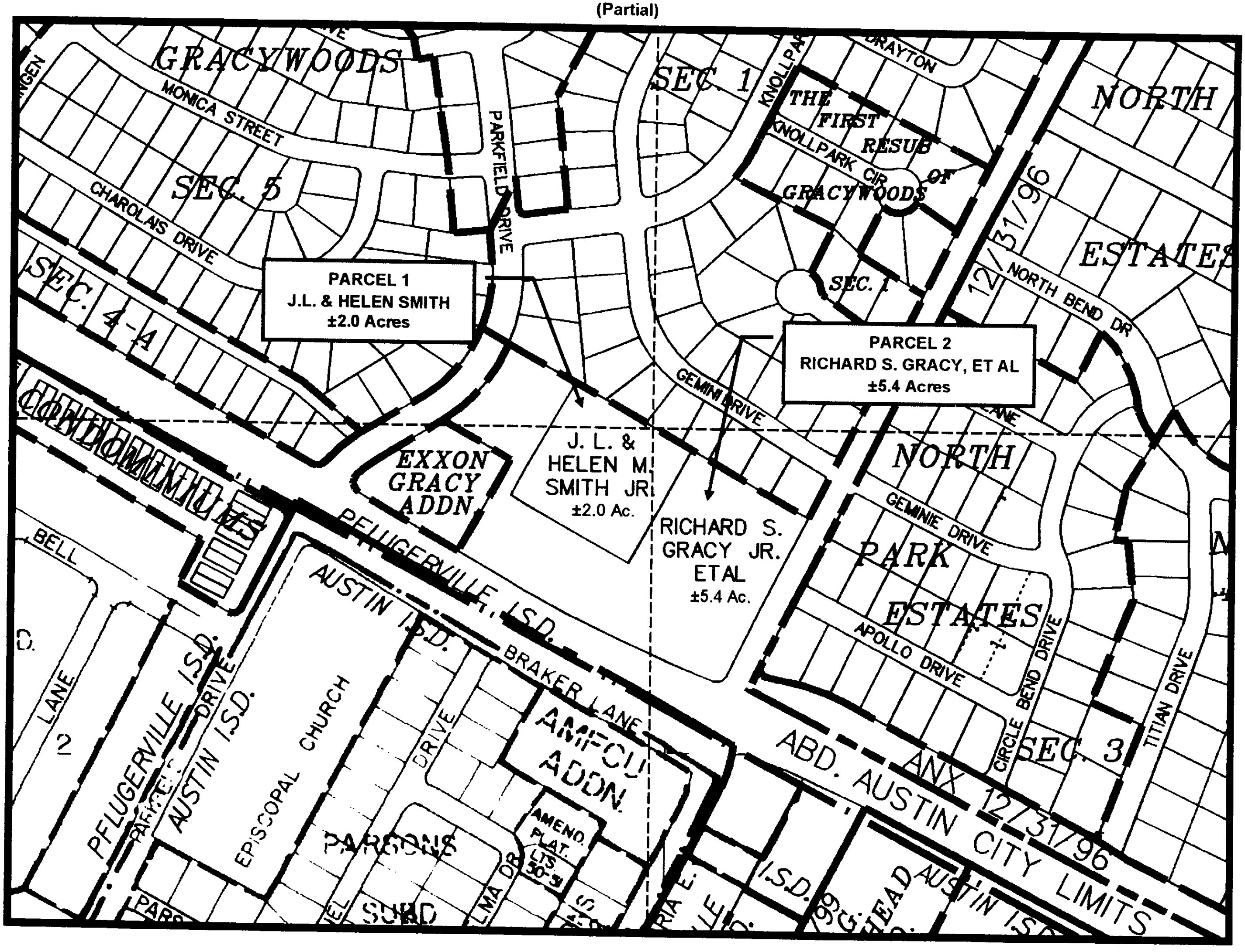
To the Lien Holders and/or the owners of the premises surveyed:

The property described herein is not within the boundaries of the 100 Year Flood Plain as identified by the National Flood Insurance Program Flood Insurance Rate Map for the City of Austin, Travis County, Texas dated September 27, 1985. Panel No. 0035-B

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and that there are no visible: discrepancies, deed line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has frontage on a public roadway, except as shown hereon.

TCAD PLAT #02-5111

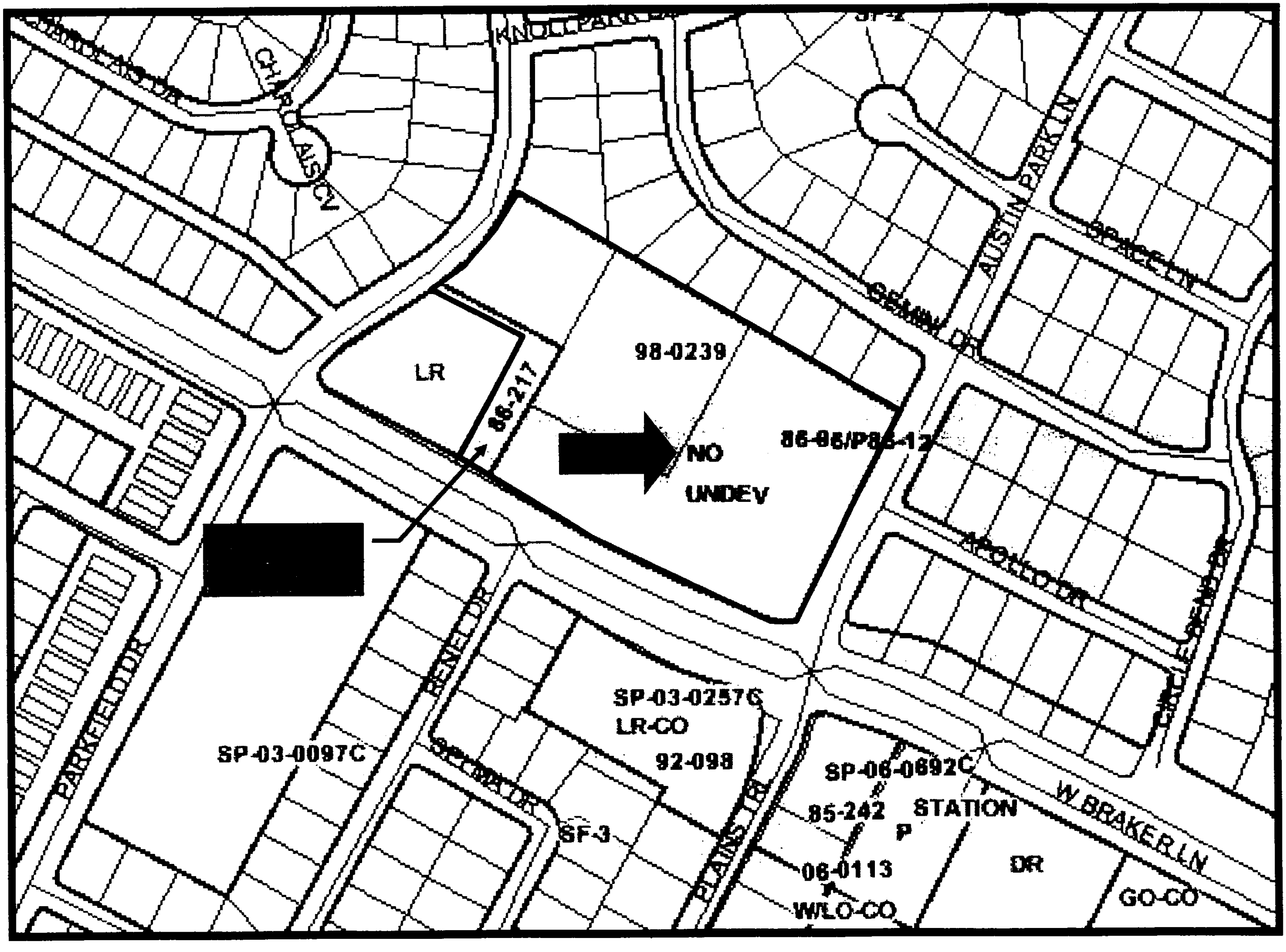
(Partial)



Last updated 4:24pm 6/6/2008

ZONING MAP

(REPRINTED FROM COA GIS SITE)



Last updated 4:24pm 6/6/2008

Site Development Standards

Commercial Zoning

	NO	LO	GO	CR	LR	GR	L	CBD	DMU	W/LO	CS	CS-1	CH	IP	MI	LI	R&D	DR	AV	AG	P
Minimum Lot Size (Square Feet)	5,750	5,750	5,750	20,000	5,750	5,750	5,750	--	--	43,560	5,750	5,750	20,000	43,560	50 acres	5,750	**	10 acres	**	10 acres	**
Minimum Lot Width	50	50	50	100	50	50	50	--	--	100	50	50	100	100	250	50	100	100	**	--	**
Maximum Height	35 or 2 stories	40 or 3 stories	60	40	40 or 3	60	200	**	120	25 or 1 story	60	60	**	60	120	60	45	35	**	60	**
Minimum Setbacks																					
Front Yard	25	25	15	50	25	10	10	--	--	25	10	10	50	25	--	--	75	25	**	100	**
Street Side Yard	15	15	15	50	15	10	10	--	--	25	10	10	50	25	--	--	**	25	**	100	**
Interior Side Yard	5	5	5	20	--	--	--	--	--	5	--	--	25	**	**	**	**	10	**	100	**
Rear Yard	5	5	5	20	--	--	--	--	--	25	--	--	25	**	**	**	**	10	**	100	**
Maximum Building Coverage	35%	50%	60%	25%	50%	75%	50%	100%	100%	--	95%	95%	85%	50%	75%	75%	40%	12,000	**	--	**
Maximum Impervious Cover	60%	70%	80%	60%	80%	90%	50%	100%	100%	70%	95%	95%	85%	80%	80%	80%	**	15,000	**	--	**
Maximum Floor Area Ratio	0.35:1	0.7:1	1:1	0.25:1	0.5:1	1:1	8:1	8:1	5:1	0.25:1	2:1	2:1	3:1	1:1	1:1	1:1	**	--	**	--	**

** *See Austin City Code Volume III (Land Development Code)*

NO - EXISTING ZONING

LO - PROPOSED ZONING

GO - ALTERNATIVE PROPOSED ZONING

ZONING USE SUMMARY TABLE (LAND DEVELOPMENT CODE)

P = Permitted Use C = Conditional Use Permit -- = Not Permitted

RESIDENTIAL USES

Bed & Breakfast (Group 1)	--	--	P	P	P	--	P	P	P	P	P	P	P	P	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--
Bed & Breakfast (Group 2)	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	P	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--
Condominium Residential	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	C	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--
Duplex Residential	--	--	--	--	P	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--
Group Residential	--	--	--	--	--	--	--	--	--	--	C	P	P	P	--	--	--	--	--	--	--	C	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--
Mobile Home Residential	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Multifamily Residential	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	--	--	--	--	--	--	C	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--
Retirement Housing (Small Site)	--	--	--	--	P	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Retirement Housing (Large Site)	--	--	--	--	--	--	C	C	C	C	C	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Single-Family Attached Residential	--	--	--	--	P	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Single-Family Residential	P	P	P	P	P	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	--	--	1	P	--	C	3	4
Small Lot Single-Family Residential	--	--	--	--	--	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Townhouse Residential	--	--	--	--	--	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	C	P	P	--	--	--	P	--	--	--	--	--	--	--	--	--
Two-Family Residential	--	--	--	--	P	--	P	P	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

COMMERCIAL USES

Administrative and Business Offices	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	C	P	P	P	P	P	P	P	P	P	1	--	2	--	3	4
Agricultural Sales and Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	1	--	--	--	3	4
Art Gallery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1	--	--	--	3	4
Art Workshop	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	C	P	P	P	P	P	P	P	P	1	--	--	--	3	4
Automotive Rentals	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	C	C	--	P	P	P	P	P	1	--	2	--	3	4
Automotive Repair Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	C	C	--	P	P	P	P	P	1	--	2	--	3	4
Automotive Sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	C	C	--	P	P	P	P	P	1	--	--	--	3	4
Automotive Washing (of any type)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	C	C	--	P	P	P	--	P	1	--	2	--	3	4
Bail Bond Services [10]	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	PC	--	PC	PC	--	PC	PC	PC	PC	PC	PC	--	--	--	--	--	--
Building Maintenance Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	1	--	--	--	3	4
Business or Trade School	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	C	P	P	C	P	P	P	P	P	P	1	--	--	--	3	4
Business Support Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	P	C	P	P	P	P	P	P	P	P	P	1	--	--	--	3	4
Campground	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	P	P	P	--	--	P	1	--	--	--	3	4
Carriage Stable	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	--	--	C	--	P	--	--	--
Cocktail Lounge	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	C	--	--	C	C	--	--	--	--	--	--	--	--	--
Commercial Blood Plasma Center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P5	P5	P5	--	--	--	--	--	--	--	--	--
Commercial Off-Street Parking	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	C	C	--	P	P	P	--	P	P	1	--	2	--	3	4
Communications Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	P	C	P	P	P	P	P	P	P	P	P	1	--	2	--	3	4
Construction Sales and Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	P	P	P	1	--	--	--	3	4
Consumer Convenience Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	C	P	P	--	P	P	P	--	P	P	1	--	2	--	3	4
Consumer Repair Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	C	P	P	--	P	P	P	--	--	--	--	--	--	--	--	--
Convenience Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	P	P	P	1	--	--	--	3	4
Drop-Off Recycling Collection Facility	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P6	--	--	--	--	P	P	P	--	P	P	--	--	--	--	--	P4
Electronic Prototype Assembly	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	--	--	--	--	--	--
Electronic Testing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	P	P	--	--	--	--	--	--
Equipment Repair Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	P	--	P	P	1	--	--	--	3	4
Equipment Sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	1	--	--	--	3	4
Exterminating Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	C	P	P	P	P	--	P	1	--	--	--	3	4
Financial Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Food Preparation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	P	P	P	P	P	P	P	P	1	--	2	--	3	4
Food Sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	C	P	P	--	P	P	P	--	P	P	1	--	2	--	3	4
Funeral Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	--	P	P	P	--	--	P	1	--	--	--	3	4
General Retail Sales (Convenience)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	C	P	P	--	P	P	P	--	P	P	1	--	2	--	3	4
General Retail Sales (General)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	P	P	--	P	P	P	--	P	P	1	--	2	--	3	4
Hotel-Motel	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	C	P	P	--	P	P	P	--	P	P	1	--	2	--	3	4
Indoor Entertainment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Indoor Sports and Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4

1 Refers to SS 25-2-602 (13-2-225) 3 Refers to Subchapter B. Art. 2. Div 5 5 Refers to **25-2-803** (13-2-233) 7 Subject to 25-2-839 (13-2-235 & 13-2-273) 9 Refers to 25-2-863
2 Refers to SS 25-2-622 (13-2-226) 4 Refers to SS 25-2-624 (13-2-227) 6 Subject to **25-2-805** (13-2-224) 8 Refers to SS 25-2-842 10 Subject to 25-2-177 & 25-2-650

PC Permitted in the district, but under some circumstances may be conditional

ZONING USE SUMMARY TABLE (LAND DEVELOPMENT CODE)

P = Permitted Use C = Conditional Use Permit -- = Not Permitted

	LA	RR	SF-1	SF-2	SF-3	SF-4A	SF-5	SF-6	MF-1	MF-2	MF-3	MF-4	MF-5	MF-6	MH	NO	LO	GO	CR	LR	GR	L	CBD	DMU	W/LO	CS	CS-1	CH	IP	MI	LI	R&D	DR	AV	AG	PUD	P
Kennels	--	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	1	C	2	--	3	4
Laundry Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	P	P	P	--	--	P	1	--	2	--	3	4
Liquor Sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	P	P	--	C	C	1	--	2	--	3	4
Marina	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	3	4
Medical Offices -- exceeding 5000 sq ft gross floor area	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	C	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Medical Offices -- not exceeding 5000 sq ft gross floor area	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Monument Retail Sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	P	P	1	--	--	--	3	4
Off-Site Accessory Parking	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	C	C	C	--	P	P	P	P	P	P	1	--	2	--	3	4
Outdoor Entertainment	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C	C	C	--	C	C	C	C	C	C	1	--	2	--	3	4
Outdoor Sports and Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	C	P	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Pawn Shop Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	--	P	P	P	--	--	--	1	--	2	--	3	4
Personal Improvement Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	P	P	--	P	P	P	--	P	P	1	--	2	--	3	4
Personal Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Pet Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	C	--	P	--	P	P	P	--	--	--	1	--	2	--	3	4
Plant Nursery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	P	P	P	P	P	P	--	--	--	--	--	--
Printing and Publishing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	P	P	P	P	P	P	P	P	1	--	2	--	3	4
Professional Office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Recreational Equipment Maint. & Stor.	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	3	4
Recreational Equipment Sales	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	3	4
Research Assembly Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	3	4
Research Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	3	4
Research Testing Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	C	P	P	--	P	P	P	P	P	P	1	--	--	--	3	4
Research Warehousing Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	--	--	--	3	4
Restaurant (General)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Restaurant (Limited)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Scrap and Salvage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	1	--	--	--	3	4
Service Station	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	C	C	C	--	P	P	P	P	P	P	1	--	2	--	3	4
Software Development	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	--	P	P	--	P	P	P	P	P	P	--	--	--	--	--	--
Special Use Historic	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Stables	--	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	C	--	P	3	4
Theater	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	C	P	P	--	P	P	P	P	P	P	1	--	2	--	3	4
Vehicle Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	P	P	P	--	P	P	1	--	2	--	3	4
Veterinary Services	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	1	--	2	--	3	4

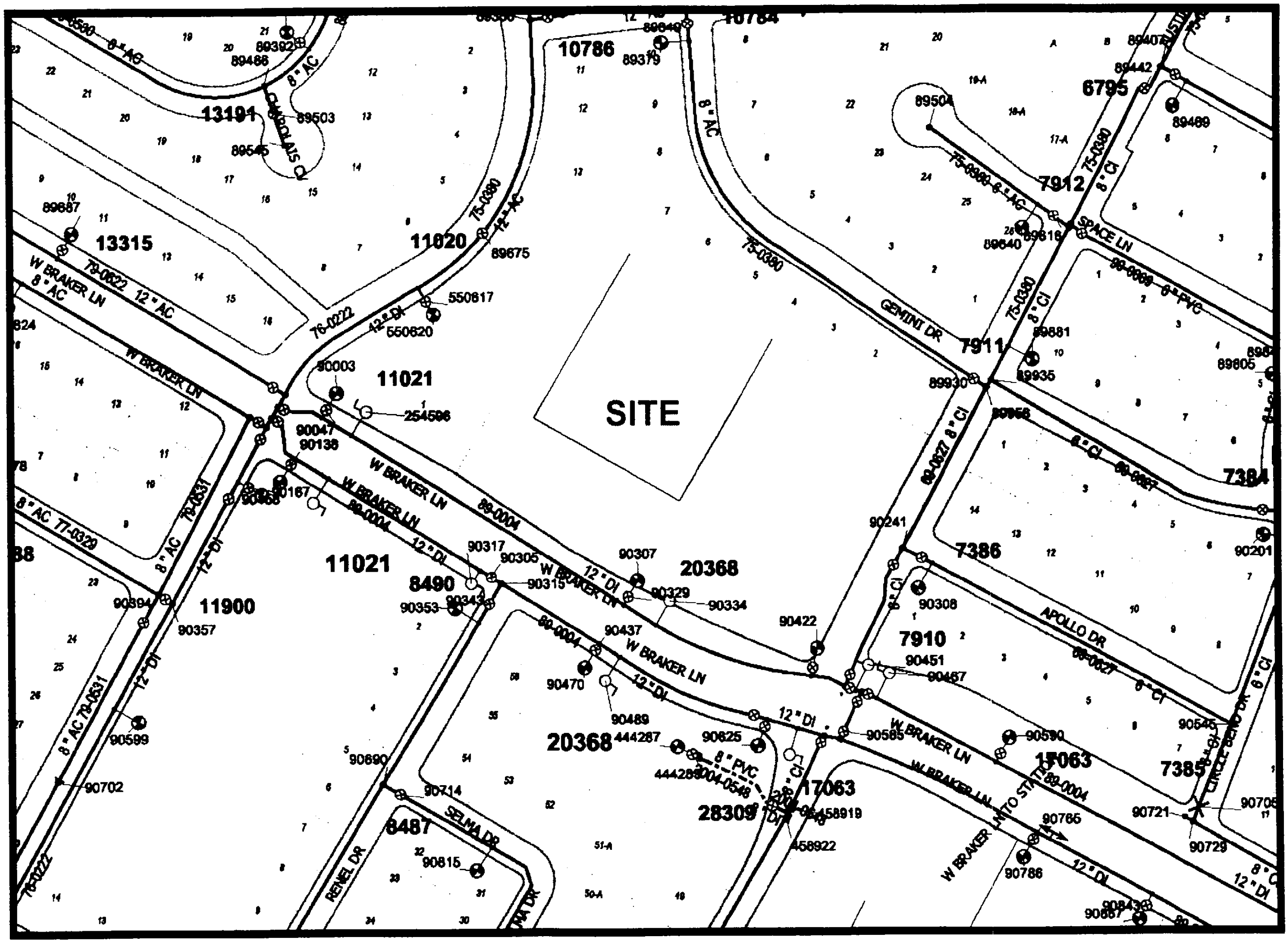
INDUSTRIAL USES	LA	RR	SF-1	SF-2	SF-3	SF-4A	SF-5	SF-6	MF-1	MF-2	MF-3	MF-4	MF-5	MF-6	MH	NO	LO	GO	CR	LR	GR	L	CBD	DMU	W/LO	CS	CS-1	CH	IP	MI	LI	R&D	DR	AV	AG	PUD	P
Basic Industry	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	1	--	2	--	3	4
Custom Manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	P	P	P	P	P	P	P	P	P	1	--	2	--	3	4
General Warehousing and Distribution	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	1	--	2	--	3	4
Light Manufacturing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	1	--	2	--	3	4
Limited Warehousing and Distribution	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	1	--	2	--	3	4
Recycling Center	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--	--	--	--	--
Resource Extraction	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	1	C	2	--	3	4

AGRICULTURAL USES	LA	RR	SF-1	SF-2	SF-3	SF-4A	SF-5	SF-6	MF-1	MF-2	MF-3	MF-4	MF-5	MF-6	MH	NO	LO	GO	CR	LR	GR	L	CBD	DMU	W/LO	CS	CS-1	CH	IP	MI	LI	R&D	DR	AV	AG	PUD	P
Urban Farm	--	P	9	9	9	9	9	9	P	P	P	P	P	P	--	P	P	P	--	P	P	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--
All Other Agricultural Uses	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1 Refers to SS 25-2-602 (13-2-225)
2 Refers to SS 25-2-622 (13-2-226)
3 Refers to Subchapter B. Art. 2, Div 5
4 Refers to SS 25-2-624 (13-2-227)
5 Refers to 25-2-803 (13-2-233)
6 Subject to 25-2-805 (13-2-224)
7 Subject to 25-2-839 (13-2-235 & 13-2-273)
8 Refers to SS 25-2-842
9 Refers to 25-2-863
10 Suject to 25-2-177 & 25-2-650
PC Permitted in the district, but under some circumstances may be conditional

WATER SUPPLY FACILITIES

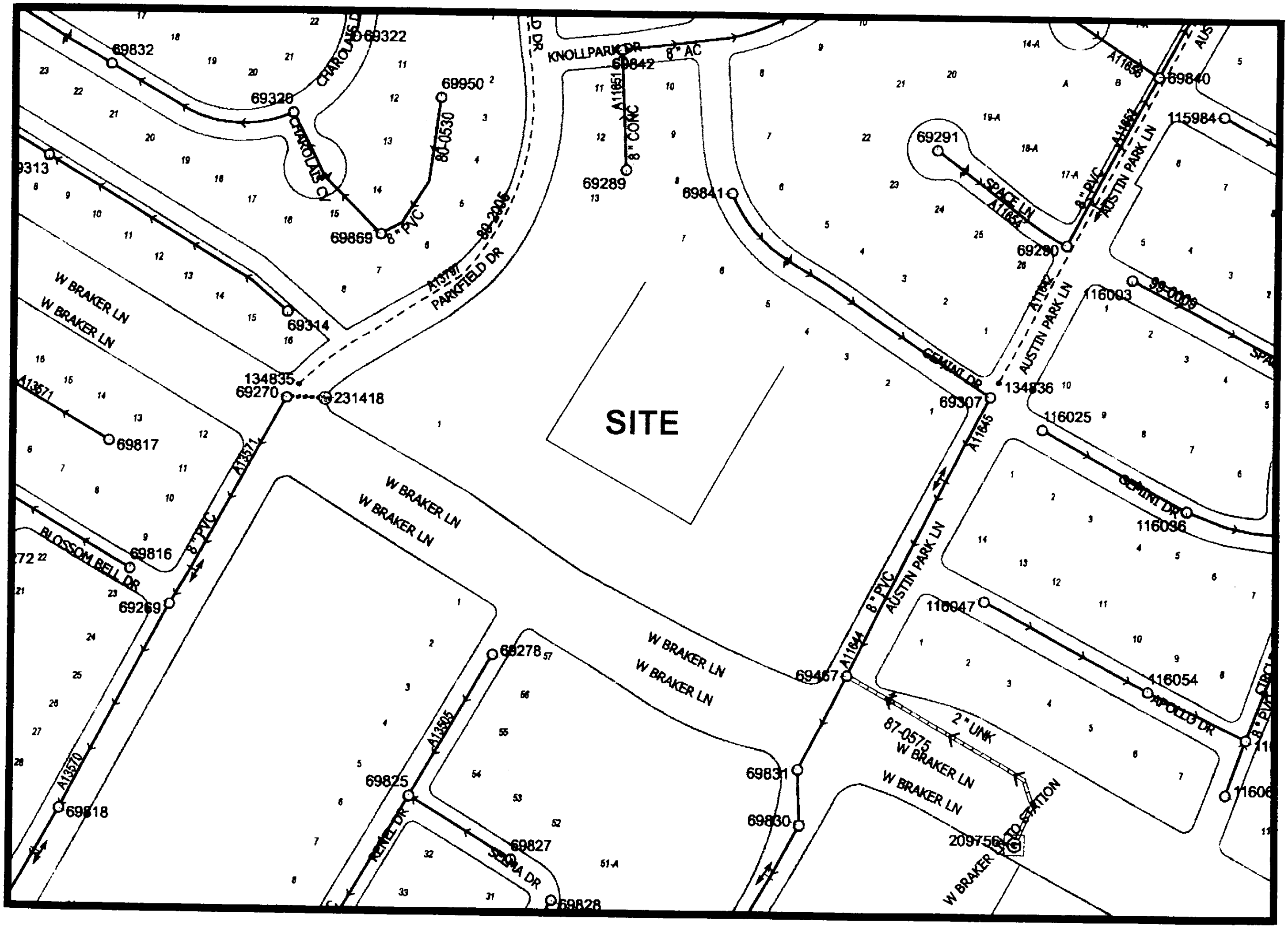
(REPRINTED FROM COA GIS SITE)



Last updated 4:24pm 6/6/2008

WASTEWATER FACILITIES

(REPRINTED FROM COA GIS SITE)



Last updated 4:24pm 6/6/2008

WATERSHEDS MAP

(REPRINTED FROM COA GIS SITE)

LITTLE WALNUT CREEK (URBAN)

BIG WALNUT CREEK (SUBURBAN)

Last updated 4:24pm 6/6/2008

Item # 28

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

VOTING SESSION: June 10, 2008

A. REQUEST MADE BY: Commissioner Gerald Daugherty, 854-9333
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

Consider and take appropriate action on a resolution approving the issuance, sale, and delivery of bonds by the Travis County Emergency Services District No. 6; and other matters in connection therewith.

Gerald Daugherty
COUNTY JUDGE OR COMMISSIONER

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 (473-9700)

__Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (473-9513)

__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 noon for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

A RESOLUTION APPROVING THE ISSUANCE, SALE, AND DELIVERY OF BONDS BY THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Travis County Emergency Services District No. 6 (the "District") is in the process of planning the issuance of bonds pursuant to the provisions of Chapter 775, as amended, Texas Health and Safety Code (the "Act"); and

WHEREAS, pursuant to Section 775.076(a) of the Act, the Commissioners Court (the "Court") of Travis County, Texas (the "County") must approve the issuance of bonds by a majority vote prior to the issuance of such bonds by the District; and

WHEREAS, to comply with the Act, the District desires that the Court adopt this Resolution to approve the issuance of the bonds by the District in an amount not to exceed $6,500,000; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted; now, therefore:

BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS THAT:

SECTION 1. The Court hereby approves the issuance, sale and delivery of the bonds pursuant to the terms of a private placement sale to TIB—The Independent BankersBank, Irving, Texas.

SECTION 2. The approval herein given is in accordance with the Act, specifically Section 775.076(a) thereof, and is not to be construed as any undertaking by the County, and the bonds shall never constitute an indebtedness or pledge of the County, or the State of Texas, within the meaning of any constitutional or statutory provision, and the holder of the bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation by the County or any other revenues of the County.

SECTION 3. The County Judge and the County Clerk hereby are authorized jointly and severally to execute and deliver all documents necessary to effectuate the purposes of the Resolution including, but not limited to, seeking the approval of the bonds by the Texas Attorney General.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 5. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Court hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED on this the ____ day of June, 2008.

TRAVIS COUNTY, TEXAS

_____
County Judge

ATTEST:

_____
County Clerk and Ex-Officio Clerk
of the Commissioners Court of
Travis County, Texas

(SEAL OF COMMISSIONERS COURT)

SARAH ECKHARDT
TRAVIS COUNTY COMMISSIONER PRECINCT 2

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 530
AUSTIN, TEXAS 78767
(512) 854-9222

To: Travis County Commissioners Court

From: Commissioner Sarah Eckhardt

Date: June 4, 2008

RE: Intergovernmental Relations Coordinator FTE position for Travis County

Proposed Motion:
DISCUSS AND TAKE APPROPRIATE ACTION REGARDING CREATING AN INTERGOVERNMENTAL RELATIONS COORDINATOR POSITION FOR TRAVIS COUNTY AND INSTRUCTING THE PLANNING AND BUDGET OFFICE TO INSERT THIS POSITION INTO THE FY2009 PRELIMINARY BUDGET.

Summary:
An Intergovernmental Relations Coordinator will be the primary point of contact for a variety of governmental and intergovernmental organizations with which the county conducts business. This position will also serve as a conduit and coordinator for the Commissioners Court and county departments and will report to the County Judge.

This position will be responsible for creating, cultivating and executing Travis County's state and federal legislative agenda in a timely and proactive manner. Working closely with the County's staff, legislative relations consultants and legislators, the Intergovernmental Relations Coordinator would be responsible for ensuring that the County's legislative agenda is communicated in an accurate and professional manner.

A list of the core responsibilities would include:

- Working with other cities, counties, governmental (state agencies, city boards and commissions, city officials, legislators, the local Congressional delegation, etc.) as well as quasi-governmental and non-governmental organizations (e.g. the Capital Area Metropolitan Planning Organization, Capital Area Council of Governments, Cap Metro, Envision Central Texas, Downtown Austin Alliance, various Chambers of Commerce, Community Action Network, Re-entry Roundtable, etc.) in which the county engages on issues important to Travis County to build and enhance those relationships to achieve the County's future goals;
- Develops appropriate materials and strategy to advance the County's positions and interests, working with various departments to draft talking points and testimony;
- Provide written and verbal updates, presentations, and briefings to the Commissioners Court;
- Draft and tracking legislation on behalf of the Commissioners Court;

- Assist in lobbying efforts on behalf of the Commissioners Court and other County departments;
- Analyze, develop and initiate strategies for tracking issues which impact the County; and
- Keep Commissioners Court apprised of issues in the community and conversations within these entities, as well as keeping the Court informed on plans of action and executing the will of the Court.

30

RECEIVED
COUNTY JUDGE'S OFFICE

08 MAY 28 PM 2:52

Travis County Commissioners Court Agenda Request

Voting Session: June 10, 2008 (Date)

Work Session _____ (Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on purchase of land from the Comanche Trail Conservation Fund and Joseph F. Lucas in connection with the Balcones Canyonlands Conservation Plan. (Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: _____
Gerald Daugherty, Commissioner Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Greg Chico	854-9383
		Farmer, Rose	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)

__X__ Contract, Agreement, Policy & Procedure

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

31

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -3 PM 2:29

Travis County Commissioners Court Agenda Request

Voting Session: June 10, 2008 (Date)

Work Session _____ (Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on purchase contract with Parke Properties I and II, L.P. and GDF Realty Investments Ltd. for the acquisition of land in connection with the Balcones Canyonlands Conservation Plan. (Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: _____
Gerald Daugherty, Commissioner Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Greg Chico	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)

__X__ Contract, Agreement, Policy & Procedure

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

#32

Travis County Commissioners Court Agenda Request

Voting Session 6/10/08 (Date)

Working Session 6/10/08 (Date)

I. A. Request made by: COUNTY ATTORNEY FT Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN: SANDRA LUNA, INDIVIDUALLY AND A/N/F KASANDRA LUNA V. CITY OF AUSTIN, TRAVIS COUNTY, AND MICHAEL HARLEY ALT (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(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

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 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

181787-1

Last updated 4:24pm 6/6/2008

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -3 AM 8:59

#33

RECEIVED
COUNTY [illegible]
08 JUN -2 PM 4:11

Travis County Commissioners Court Agenda Request

Voting Session 06/10/08 Work Session: 06/10/07

I. A. Request made by: COUNTY ATTORNEY (EAC) Phone No. 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; ANDRE TYRONE SOUTHALL VS. MARGO FRASIER, ET. AL, NO. A-05-CA-342-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 or Judge

II. A. Backup Memoranda 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:

Elaine Casas 854-9513

III. Required Authorizations: Please Check if applicable:

___ County Attorney's Office (854-9513)

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.

181539-1

#34 V

Travis County Commissioners Court Agenda Request #_____

Voting Session: 6/10/08 Executive Session: 6/10/08

1. A. Request made by: County Attorney (K. Morse) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive briefing from County Attorney and outside counsel, Renea Hicks, Esq. regarding decision in Northwest Austin M.U.D. v. Michael B. Mukasey in the U.S. District Court for the District of Columbia. (Executive Session, also, Tex. Gov't Code 551.071, Consultation with Attorney)

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:

Cyd Grimes, Travis County Purchasing Agent	854-9700
Kevin Morse, Director, Environmental Div., TCAO	854-9513
John C. Hille, Jr., Director, Transactions Div., TCAO	854-9513

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 (reclassification, etc.)

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

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

08 JUN -2 PM 3:05
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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.

181756-1

VS # 35

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 6/10/08 Voting Session

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck) Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. JOHN M. DEVEREAUX, JR. & SHARON JENSEN (CNE Real Property, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved by:

Signature of Commissioner or Judge

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 & Eight 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:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:
If your request involves any of the following please check:

___Additional funding for your department
___Transfer of funds within your department budget
___A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

08 MAY 28 AM 9:04
COUNTY JUDGE'S OFFICE
RECEIVED

178219-1

VS # 36

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 6/10/08 Voting Session

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck) Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. JACK H. & MARY H. VAUGHN (CNE Real Property, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved by:

Signature of Commissioner or Judge

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 & Eight 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:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:
If your request involves any of the following please check:

___Additional funding for your department
___Transfer of funds within your department budget
___A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

08 MAY 28 AM 9:04
RECEIVED
COUNTY JUDGE'S OFFICE

178219-1

VS #37

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 6/10/08 Voting Session

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck) Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. The Hamlets Corporation (Lindaura DaSilva Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved by:

Signature of Commissioner or Judge

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 & Eight 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:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:
If your request involves any of the following please check:

___Additional funding for your department
___Transfer of funds within your department budget
___A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

08 MAY 28 AM 9:04
RECEIVED
COUNTY JUDGE'S OFFICE

176328-1

2 2

Travis County Commissioners Court Agenda Request

Voting Session **Tuesday, June 10, 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 May 20, 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 MAY 20, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 20th day of May 2008, the Commissioners' Court convened the Voting Session at 9:16 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 retired to Executive Session at 11:20 AM.

The Commissioners Court reconvened the Voting Session at 12:00 PM.

The Commissioners Court recessed the Voting Session at 12:04 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:42 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:43 PM and adjourned at 1:52 PM

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation; the Capital Industrial Development Corporation; the Capital Health Facilities Development Corporation; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:53 PM and adjourned at 1:55 PM.

The Commissioners Court, meeting as the Travis County Development Authority, convened at 1:54 PM and adjourned at 1:55 PM

The Commissioners Court reconvened the Voting Session at 1:55 PM.

The Commissioners Court retired to Executive Session at 1:55 PM.

The Commissioners Court reconvened the Voting Session at 2:49 PM.

The Commissioners Court adjourned the Voting Session at 2:50 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOT 42A AND LOTS 43 AND 44, CURIOSITY CAVE SUBDIVISION (3 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (9:17 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to open the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Clerk's Note: The Court heard from Staff that the developer is withdrawing the request.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; and Jennifer Gale, Travis County Resident. (9:18 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve the following Consent Items: C1-C5 and Items 5, 6.A&B, 7, 8, 9.A&B, 10, 11, 17, 18.A&B, 19, 20, 21, 22, 23, 24, and 25. (9:33 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	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 SETTING A PUBLIC HEARING ON JUNE 3, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO TEMPORARILY CLOSE OLD HIGHWAY 20 IN PRECINCT ONE FOR BRIDGE CONSTRUCTION BEGINNING JUNE 5, 2008 AND CONTINUING THROUGH JULY 24, 2008 OR UNTIL CONSTRUCTION IS COMPLETED.

C3. APPROVE SETTING A PUBLIC HEARING ON JUNE 10, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 0.117 ACRE PORTION OF AN 8.69 ACRE DRAINAGE EASEMENT AS RECORDED IN VOLUME 12899, PAGE 65 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS - A SEPARATE INSTRUMENT DRAINAGE EASEMENT DEDICATED IN TRAVIS COUNTY, PRECINCT THREE. (COMMISSIONER DAUGHERTY)

C4. APPROVE SETTING A PUBLIC HEARING ON JUNE 10, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE FOUR FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG EITHER SIDE OF THE COMMON LOT LINE OF LOTS 24 AND 25 AND LOTS 25 AND 26 OF TWIN LAKE HILLS, BLOCK PP, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)

C5. APPROVE SETTING A PUBLIC MEETING ON JUNE 5, 2008 TO RECEIVE COMMENTS REGARDING THE TRAVIS COUNTY DRAINAGE STUDY.

INTRODUCTION

2. INTRODUCTION OF ALLISON ELEMENTARY SCHOOL THIRD GRADE MENTEES. (9:36 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Michelle Horsey, Teacher, Allison Elementary School; Jairo Olvera, Student, Allison Elementary School; Ralph Tovar, Student, Allison Elementary School; Brittany Gonzalez, Student, Allison Elementary School; Jodie Krampota, Student, Allison Elementary School; Brianna Govea, Student, Allison Elementary School; Joe Villarreal, Student, Allison Elementary School; Jose Rivera, Student, Allison Elementary School; Ammar Shigri, Student, Allison Elementary School; Jonathan Rios, Student, Allison Elementary School; Breanna Salazar, Student, Allison Elementary School; Thalia Flores, Student, Allison Elementary School; Carlos Ocampo, Student, Allison Elementary School; Israel Gonzales, Student, Allison Elementary School; Samantha Alcaraz, Student, Allison Elementary School; and Ashley Peña, Student, Allison Elementary School.

Discussion only. No formal action taken.

RESOLUTIONS AND PROCLAMATIONS

3. APPROVE RESOLUTION PROCLAIMING MAY 26, 2008 AS "MEMORIAL DAY" IN TRAVIS COUNTY. (9:24 AM)

Members of the Court heard from: Olie Pope, Director, Veterans' Services, Travis County Health and Human Services (TCHHS).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the Resolution in Item 2.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

4. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION REGARDING RIDGETOP NEIGHBORHOOD ASSOCIATION. (11:12 AM)

Members of the Court heard from: Martha Koock Ward, Convener, Ridgetop Neighborhood Association/Northfield Neighborhood Association (RNA/NNA); and Kim Bernson, President, Ridgetop Neighborhood Association.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve the Resolution in Item 4.

Motion carried:

County Judge Samuel T. Biscoe	yes
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

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR PARKWAY AND PARKSIDE SUBDIVISIONS, TWO SUBDIVISIONS IN PRECINCT ONE. (9:33 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. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:33 AM)

A. INDEMNIFICATION AGREEMENT WITH WILLIAM J. MADDUX TO FUND THE PERMANENT TRAFFIC IMPROVEMENTS ON RM 620 AT HOME DEPOT/SOUTH LAKE MEDICAL; AND

B. ADVANCED FUNDING AGREEMENT FOR VOLUNTARY TRANSPORTATION IMPROVEMENT PROJECTS WITH THE STATE OF TEXAS AND TRAVIS COUNTY FOR THE PERMANENT TRAFFIC IMPROVEMENTS ON RM 620 AT HOME DEPOT/SOUTH LAKE MEDICAL, IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 6.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON THE USE OF ALTERNATIVE FISCAL FOR CANYONS AT LAKE TRAVIS SUBDIVISION, IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (9:33 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:33 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:33 AM)

   A. GRANT CONTRACT WITH THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE JUVENILE PROBATION DEPARTMENT TO PARTICIPATE IN THE UNITED STATES DEPARTMENT OF AGRICULTURE SCHOOL COMMODITIES PROGRAM TO RECEIVE DONATED COMMODITIES; AND

   B. GRANT CONTRACT WITH ATTORNEY GENERAL – CRIME VICTIM SERVICES DIVISION FOR INFORMATION AND TELECOMMUNICATIONS DEPARTMENT TO BE REIMBURSED FOR COSTS ASSOCIATED WITH TRAVIS COUNTY'S CONTINUING PARTICIPATION IN THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE.

Clerk's Note: Items 9.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

10. 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 $562,330.57 FOR THE PERIOD OF MAY 2 TO MAY 8, 2008. (9:33 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:33 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. **REVISED LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS RECEIVED FROM THE TRAVIS COUNTY HISTORICAL COMMISSION FOR NAMING THE COUNTY BUILDINGS AT 8656 STATE HIGHWAY 71. (COMMISSIONER DAUGHERTY) (9:17 AM)

Item 12 postponed until May 27, 2008.

13. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PLANNING AND PROGRAMMING OF THE NEW PRECINCT ONE OFFICE BUILDING. (COMMISSIONER DAVIS) (10:39 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Gabriel Stock, Senior Architectural Associate, Facilities Management; Willie Madison, Chief Deputy, Constable Precinct One; and Cherry Johnson, Office Manager, Justice of the Peace Precinct One.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to support Item 13, and also include the authorization to allow Roger El Khoury, Director, Facilities Management and his Staff to use the $45,000.00 to initiate the design.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Clerk's Note: The Court noted that the funding was approved in the FY 2008 budget.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE THE 24-HOUR FITNESS CORPORATE PROGRAM AVAILABLE TO ALL TRAVIS COUNTY EMPLOYEES, RETIREES AND FAMILY MEMBERS. (9:49 AM)

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); Travis Gatlin, Budget Analyst, PBO; Dr. Lynn Stewart. MD, Health and Wellness Clinic; and Alicia Perez, Executive Manager, Administrative Operations.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve this on condition of our ability to enroll 100 members before we deliver the $4,500.00 check. We will look at it after the first year, and determine whether or not we think the desired results are achieved.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	no
	Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that this would be a pilot project for one year, and directed Staff to continue negotiating a better deal.

15. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SPACE AT 5501 AIRPORT BLVD. AND THE HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE. (10:55 AM)

    A. ALLOCATE SPACE AT 5501 AIRPORT BLVD. TO MOVE THE DISTRICT CLERK JURY MANAGEMENT OFFICE FROM THE HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE;

    B. PROPOSED DESIGN FOR THE NEW DISTRICT CLERK JURY MANAGEMENT OFFICE;

    C. RELOCATE THE DISTRICT CLERK MICROFILM SECTION TO THE CURRENT JURY MANAGEMENT OFFICE SPACE AT THE HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE; AND

    D. REALLOCATE THE CURRENT DISTRICT CLERK MICROFILM SECTION SPACE FOR USE BY THE JUSTICE OF THE PEACE, PRECINCT FIVE.

Clerk's Note: Items 15.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Amalia Rodriguez-Mendoza, Travis County District Clerk; Diana Ramirez, Budget Analyst, PBO; Jessica Rio, Assistant Budget Manager, PBO; Katie Gibson, Budget Analyst I, PBO; and Alicia Perez, Executive Manager, Administrative Operations.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Items 15.A-D.

Motion carried: County Judge Samuel T. Biscoe yes
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

16. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED AGREEMENT WITH TEXAS GAS SERVICE FOR GAS SERVICE INSTALLATION FOR THE TRAVIS COUNTY CORRECTIONAL COMPLEX DESIGN-BUILD PROJECT. (11:17 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 16.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	abstain
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

JUSTICE AND PUBLIC SAFETY ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL AGREEMENT FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE BETWEEN TRAVIS COUNTY AND THE VILLAGE OF SAN LEANNA. (9:33 AM)

Clerk's Note: Item 17 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

18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING MODIFICATION NO. 4 OF CONTRACT NO. PS000205JW, GIRLS AND BOYS TOWN OF SAN ANTONIO AS FOLLOWS: (9:33 AM)

    A. ASSIGNMENT OF CONTRACT FROM GIRLS AND BOYS TOWN OF SAN ANTONIO TO BOYS TOWN TEXAS, INC.; AND

    B. REVISED AGREEMENT PS000205VR, BOYS TOWN TEXAS, INC., FOR RESIDENTIAL TREATMENT SERVICES. (JUVENILE PROBATION)

Clerk's Note: Items 18.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. APPROVE INTERLOCAL AGREEMENT NO. IL080182VR, AUSTIN-SAN ANTONIO INTERMUNICIPAL COMMUTER RAIL DISTRICT, FOR INTERIM ADMINISTRATIVE SERVICES. (COMMISSIONER DAUGHERTY) (9:33 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070124JT, THE AUSTIN TRAVIS COUNTY REENTRY ROUNDTABLE, FOR THE FY 2008 SERVICE DELIVERABLES. (CRIMINAL JUSTICE PLANNING) (9:33 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. APPROVE CONTRACT NO. PS080181VR, AVALON CENTER INC., TO PROVIDE RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (9:33 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.

22. APPROVE RESOLUTION DIRECTING THE LEASE OF OIL AND GAS IN TRACTS 31 AND 45 OF THE TRAVIS COUNTY SCHOOL LAND IN THROCKMORTON COUNTY AND AUTHORIZE PURCHASING AGENT TO ISSUE BID. (TEXAS COOPERATIVE EXTENSION OFFICE) (9:33 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

23. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:33 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE CONTRACT FOR TRAVIS COUNTY TO PERFORM ADMINISTRATIVE, ACCOUNTING AND CLERICAL SERVICES FOR THE TRAVIS COUNTY CORPORATIONS FROM OCTOBER 1, 2008 TO SEPTEMBER 30, 2010. (9:33 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM (CARTS) TO RATIFY APPOINTMENT OF DEBBIE INGALSBE TO REPRESENT CARTS ON THE AUSTIN-SAN ANTONIO COMMUTER RAIL DISTRICT BOARD OF DIRECTORS, EFFECTIVE IMMEDIATELY THROUGH FEBRUARY 2010. (COMMISSIONER GOMEZ) (9:33 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO EXTEND THE END DATE OF SLOT #1763, 0.5 TIME PSYCHIATRIST FROM MAY 31, 2008 THROUGH SEPTEMBER 31, 2008. (SHERIFF'S OFFICE) (11:18 AM)

Clerk's Note: The Court heard that there will not be any additional funding required from the Allocated Reserve for this Item.

Members of the Court heard from: Bill Derryberry, Senior Budget Analyst, PBO.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 26.

Motion carried: County Judge Samuel T. Biscoe yes
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

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS: (11:18 AM)

A. REDUCE SLOT #1659 CORRECTIONS OFFICER FROM FULL-TIME TO 0.5 TIME; AND

B. CREATION OF ONE (1) 0.5 TIME SLOT CORRECTIONS OFFICER EFFECTIVE IMMEDIATELY. (SHERIFF'S OFFICE)

Clerk's Note: Items 27.A&B are associated with one another and were called for concurrent discussion.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Items 27.A&B, subject to the Travis County Sheriff being able to handle that internally and not needing additional funds.

Motion carried: County Judge Samuel T. Biscoe yes
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

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney
Note 2 Gov't Code Ann 551.072, Real Property
Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

28. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. PAT MACON (TLB INVESTMENT PROPERTIES, LLC RESALE DEED). [1] (11:20 AM) (12:00 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to TLB Investment Properties, LLC., which has paid Travis County the sum of $4,081.47.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

29. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. MERLINA PORTER (RICHARD A. ROUCLOUX RESALE DEED). [1] (11:20 AM) (12:00 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we authorize the County Judge to sign the proposed tax resale deed to Richard A. Roucloux, who has paid Travis County the sum of $8,640.00 in cash.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

30. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN ROUND ROCK INDEPENDENT SCHOOL DISTRICT, ET AL V. HOMER REED (CITY OF AUSTIN RESALE DEED). [1] (11:20 AM) (12:01 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we authorize the County Judge to sign the proposed tax resale deed to the City of Austin, which has paid Travis County the sum of $8,642.52.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

31. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. MCSHEPHERD RANCH, INC. (JERRY KILBER RESALE DEED). [1] (11:20 AM) (12:02 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we authorize the County Judge to sign the proposed tax resale deed to Jerry Kilber, who has paid Travis County the sum of $10,430.00 in cash.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

32. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN MURRAY, ET. AL. V. EARLE, ET. AL. NO. A-02-CA-252-SS. [1] (11:20 AM) (12:02 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: By taking no action the Court will go along with the strategy that the County Attorney outlined for us.

33. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION AND/OR CONSIDER SETTLEMENT OFFER IN RODGER PIERCE V. DOW, ET. AL., CIVIL ACTION NO. A-07-CA-776-SS. [1] (11:30 AM) (12:03 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we reject the proposed offer.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

34. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE EXPANSION OF WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST. [1] (11:20 AM) (12:03 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we authorize the County Attorney to incur such expenses and to employ such experts as the County Attorney and his office shall deem necessary to assist Travis County in the presentation of the County's protest in the Contested Case Hearing on the pending application for the expansion of the Waste Management of Texas landfill on Giles Road near State Highway 290 East, and that we work to share consultants' costs and other resources in this matter with the other protestants.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

35. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. [1] (11:30 AM) (12:03 PM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

36. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON GRIEVANCE RESOLUTION PROCEDURES; AMENDMENT TO SECTION 9.257 TO THE TRAVIS COUNTY CODE. [1] (11:20 AM) (12:04 PM) (1:55 PM) (2:49 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we approve for immediate and interim use Grievance Appeal Process A, as presented by the County Attorney.

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis absent
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Gerald Daugherty yes
Precinct 4, Commissioner Margaret J. Gómez yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to adjourn the Voting Session. (2:50 PM)

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis absent
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

C2

Travis County Commissioners Court Agenda Request

Voting Session **Tuesday, June 10, 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 May 27, 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 MAY 27, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 27th day of May 2008, the Commissioners' Court convened the Voting Session at 9:15 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 retired to Executive Session at 11:24 AM.

The Commissioners Court reconvened the Voting Session at 12:08 PM.

The Commissioners Court recessed the Voting Session at 12:08 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM, retired to Executive Session at 1:42 PM, reconvened at 1:56 PM, and adjourned at 2:01 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 2:01 PM and adjourned at 2:02 PM.

The Commissioners Court reconvened the Voting Session at 2:02 PM.

The Commissioners Court adjourned the Voting Session at 2:05 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Jimmy Castro, Travis County Resident; and Jennifer Gale, Travis County Resident.

(9:16 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 1, 2, 3, 4, 5, 6, 7, 8, 11, 12.A&B, 14, 15, 19, 20, 23.A-Y, 25, 26, and A1. (9:27 AM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	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 SESSIONS OF MAY 6 AND 13, 2008.

PURCHASING OFFICE ITEMS

1. APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT NO. 06T00189NB FROM ALL POINTS MOVING AND STORAGE L.P. TO CAPITAL TRANSFER AND STORAGE, L.L.C. (FACILITIES MANAGEMENT) (9:27 AM)

Clerk's Note: Item 1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

2. APPROVE MODIFICATION NO. 6 TO INTERLOCAL AGREEMENT NO. IL030144RE, THE CITY OF AUSTIN, FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (9:27 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. APPROVE CONTRACT NO. PS080213VR, SHILOH TREATMENT CENTER INC., TO PROVIDE RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (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. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. CM060180LC, SCOTIA CONSULTING INC., FOR PURCHASE/MAINTENANCE OF PC COMMUNITY SUPERVISION+ SOFTWARE. (DOMESTIC RELATIONS OFFICE) (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.

5. APPROVE MODIFICATION NO. 5 TO CONTRACT NO. CM060201LC, ARGENT SOFTWARE INC., FOR LICENSES AND SUPPORT SERVICES. (INFORMATION AND TELECOMMUNICATION SYSTEMS) (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. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PREPARE AND PLAN TO PRESENT THE MOST HIGHLY QUALIFIED PROVIDER LIST OF CONSULTANTS FOR PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES FOR SMALL PROJECTS IN TRAVIS COUNTY. (TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT) (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 COLLECTION AND TRANSPORTATION OF RECYCLABLE MATERIALS, RFP NO. P080186OJ, TO THE QUALIFIED RESPONDENT, ACCO WASTE PAPER OF AUSTIN. (TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT) (9:27 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE MODIFICATION NO. 2, CONTRACT NO. PS970103LH, SATISH BHATT, M.D., FOR PSYCHIATRIC SERVICES. (JUVENILE PROBATION) (9:27 AM)

Clerk's Note: Item 8 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

9. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:30 AM)

   A. PARK FEES FOR THE COMMUNITY PAVILION AT EAST METRO PARK;

   B. PROPOSED PARK FEES FOR ATHLETIC FIELDS; AND

   C. SETTING A PUBLIC HEARING RELATING TO PROPOSED REVISIONS TO PARK FEE SCHEDULE.

Clerk's Note: Items 9.A-C are associated with one another and were called for concurrent discussion.

Clerk's Note: The Court were informed of public hearing dates regarding proposed changes in the Travis County Parks fee schedule. The public hearing dates will be June 9, 10 and 11, 2008 out in the community, times and places to be determined, and the results will be brought back to the Court on June 17, 2008.

Members of the Court heard from: Charles Bergh, Division Director, Parks and Natural Resources, Transportation and Natural Resources (TNR); and Kurt Nielsen, Parks Operations Manager, East Side, TNR.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Items 9.A-C.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Clerk's Note: By approving Items 9.A-C the Court has approved the process for the three public hearings to be held and the results brought back to the Court.

10. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE USE OF $250,000 IN LINE ITEM SAVINGS FROM TRANSPORTATION AND NATURAL RESOURCES ROAD AND BRIDGE TO FUND A PAVEMENT CONDITION SURVEY TO EVALUATE THE CONDITION AND FUTURE NEEDS OF TRAVIS COUNTY'S ROADWAYS. (9:16 AM)

Item 10 postponed until June 3, 2008.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE GATTIS SCHOOL ROAD MODIFIED INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND TRAVIS COUNTY FOR IMPROVEMENTS TO GATTIS SCHOOL ROAD, IN PRECINCT TWO. (COMMISSIONER ECKHARDT) (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. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:27 AM)

A. PROVIDER/FIRST RESPONDER AGREEMENT BETWEEN AUSTIN TRAVIS COUNTY EMS AND TRAVIS COUNTY FOR FIRST RESPONDERS IN COUNTY PARKS; AND

B. AUTHORIZE COUNTY ADMINISTRATOR OF FIRST RESPONDER PROGRAM TO SIGN APPLICATION TO RENEW FIRST RESPONDER ORGANIZATION REGISTRATION AT TEXAS DEPARTMENT OF STATE HEALTH SERVICES.

Clerk's Note: Items 12.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE PAYMENT OF CERTAIN STAFF SALARIES AND OPERATING EXPENSES FROM THE BALCONES CANYONLANDS CONSERVATION PLAN (BCCP) TAX BENEFIT FINANCING FUNDS. (9:16 AM)

Item 13 postponed until June 3, 2008.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT WITH EUGENE REIMERS, JEAN REIMERS, E.M. REIMERS PARTNERSHIP, LTD., T&J REIMERS TRUST AND TARA REIMERS TRUST TO CONDUCT AN APPRAISAL OF THE REIMERS LAND IN SOUTHWEST TRAVIS COUNTY. (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.

Clerk's Note: The Judge noted that by approving Item 14 the Court has agreed to share the cost of the appraisal.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN TRAVIS COUNTY, CASEY FAMILY PROGRAMS AND THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR THE COMMUNITY AND FAMILY REINTEGRATION PILOT PROJECT. (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 ON RESOLUTION URGING CONGRESS NOT TO REDUCE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FORMULA ALLOCATIONS AND TO INCREASE THE FY '09 FUNDING TO $4.1 BILLION DOLLARS. (10:31 AM)

Clerk's Note: The Court discussed the recommendation from the National Association of Counties (NACO) and Community Action Network (CAN) to support the Resolution and present it to Congressperson Doggett asking for his support.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); and Kenneth Koym, Travis County Resident.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we share it with all our Congressional Representatives as well as our Senators, a letter plus the Resolution.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

17. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS RELATED TO PLANNING FOR AND THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (10:03 AM)

    A. REQUEST TO APPROVE JUNE 25, 2008 THROUGH JULY 26, 2008 AS THE 30-DAY PUBLIC COMMENT PERIOD FOR THE PUBLIC TO RECEIVE THE DRAFTS OF THE PROGRAM YEAR '08 ACTION PLAN AND THE SUBSTANTIAL AMENDMENT TO THE PROGRAM YEAR '06 ACTION PLAN;

    B. REQUEST TO APPROVE PUBLIC HEARINGS ON JULY 1, 2008 AND JULY 22, 2008 TO RECEIVE COMMENT ON THE DRAFTS OF THE PROGRAM YEAR '08 ACTION PLAN AND THE SUBSTANTIAL AMENDMENT TO THE PROGRAM YEAR '06 ACTION PLAN;

    C. REQUEST TO APPROVE THE ADVERTISEMENTS ANNOUNCING THE PUBLIC HEARING DATES AND THE 30-DAY PUBLIC COMMENT PERIOD TO BE PLACED IN NEWSPAPERS OF GENERAL CIRCULATION;

    D. REQUEST TO AUTHORIZE THE SUBSTANTIAL AMENDMENT OF THE PROGRAM YEAR '06 ACTION PLAN BY DELETING THE SOCIAL WORK EXPANSION SERVICES PROJECT AND REPROGRAMMING THE FUNDS IN THE AMOUNT OF $83,659 TO ANOTHER PROJECT;

    E. REQUEST TO APPROVE THE POTENTIAL PROJECTS FOR THE PROGRAM YEAR '08 ACTION PLAN; AND

    F. OTHER RELATED ISSUES.

Clerk's Note: Items 17.A-F are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); and Sherri Fleming, Executive Manager TCHHS&VS).

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 17.A.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

ITEM 17 CONTINUED

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve Item 17.B.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Clerk's Note: The Court noted that the Substantial Amendment in Item 17.B allows the reprogramming of unspent funds inline with HUD guidelines.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve Item 17.D.

Clerk's Note: The Court did not take a vote on the Standing Motion and Second.

Clerk's Note: The Court discussed a Policy that any project that CDBG takes on would require the donation of right-of-way for road improvements.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to approve Item 17.D with that understanding.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Motion by Commissioner Gómez **and seconded by** Judge Biscoe to approve Item 17.C.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

ITEM 17 CONTINUED

Clerk's Note: The Court heard Staff recommendations that the projects in 17.E be approved apart from "Infrastructure for New Housing Development", which is to be managed by Austin Habitat for Humanity, until outstanding questions have been answered regarding the project.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 17.E, to follow Staff recommendations.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

PLANNING AND BUDGET DEPT. ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:36 AM)

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 18.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

19. 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 $757,871.22 FOR THE PERIOD OF MAY 9 TO MAY 15, 2008. (9:27 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (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. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS RECEIVED FROM THE TRAVIS COUNTY HISTORICAL COMMISSION FOR NAMING THE COUNTY BUILDINGS AT 8656 STATE HIGHWAY 71. (COMMISSIONER DAUGHERTY) (9:51 AM)

Members of the Court heard from: Shawn Malone, Research Analyst, Administrative Operations; and Forrest Preece, Travis County Resident.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez that the building be renamed "The Tower Heroes Building".

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

Clerk's Note: The County Judge noted that by approving this Motion the Court has named Building B at 8656 State Highway 71 "The Tower Heroes Building." It was also noted that the Historical Commission suggested that Building A of the complex be named to honor Ann Richards. Commissioner Daugherty offered to touch base with the Richards family to discuss the matter before the Court takes any action. This item will be brought back to Court when ready.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS FROM TRAVIS COUNTY EMPLOYEE BENEFITS COMMITTEE REGARDING FY '09 RATES AND PLAN REVISIONS: (10:36 AM)

A. KEEPING THE EPO PLAN FOR FY '09 AND DIRECT STAFF TO RE-EVALUATE ANNUALLY;

B. MAINTAINING FY '08 RATES AND SUBSIDY AMOUNTS FOR THE FY '09 PLAN YEAR FOR ALL PLANS;

C. CONTINUING THE LIFE, AD&D AND DISABILITY COVERAGES AT THE CURRENT RATES FOR FY '09;

D. RECEIVE REPORT ON DENTAL INSURANCE RFP;

E. 1. INCREASING THE ER CO-PAY FROM $50 TO $100 ON ALL THREE PLANS;

2. COVERING COLONOSCOPIES AT 100% ON ALL THREE PLANS;

3. COVERING DIABETIC SUPPLIES AT 100% ON ALL THREE PLANS;

F. RELEASE OF EMPLOYEE/RETIREE COMMUNICATION PRIOR TO THE EMPLOYEE HEARING AND OPEN ENROLLMENT;

G. 1. FY '09 OPEN ENROLLMENT DATES FROM JULY 21, 2008 THROUGH AUGUST 22, 2008;

2. DEFAULT COVERAGE OF EMPLOYEE ONLY CO-INSURED EPO AND BASIC LIFE FOR EMPLOYEES THAT DO NOT COMPLETE OPEN ENROLLMENT PROCESS DURING THE ABOVE DATES; AND

H. DISCONTINUING THE REQUIREMENT OF A NOTARIZED PAPER AFFIDAVIT FOR DECLINING INSURANCE AND MOVE TO AN ELECTRONIC STATEMENT OF OTHER INSURANCE THAT WOULD CAPTURE ANY NEEDED INFORMATION.

Clerk's Note: Items 22.A-H are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); Cindy Purinton, Benefit Administrator, HRMD; Travis Gatlin, Budget Analyst, Planning and Budget Office (PBO); and Leroy Nellis, Budget Manager, PBO.

ITEM 22 CONTINUED

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we approve all of the items for discussion with employees at the employee hearing. Part of the Motion is to set the hearing on June 18, 2008 at 4:30 PM.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

JUSTICE AND PUBLIC SAFETY ITEMS

23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE FOR AGREEMENTS TO BE USED BETWEEN THE FOLLOWING COUNTIES AND TRAVIS COUNTY: (9:27 AM)

A. AUSTIN COUNTY;
B. BASTROP COUNTY;
C. BLANCO COUNTY;
D. BRAZOS COUNTY;
E. CALDWELL COUNTY;
F. COLORADO COUNTY;
G. DEWITT COUNTY;
H. ECTOR COUNTY;
I. FALLS COUNTY;
J. FAYETTE COUNTY;
K. GOLIAD COUNTY;
L. GONZALES COUNTY;
M. GUADALUPE COUNTY.
N. JACKSON COUNTY;
O. KERR COUNTY;
P. LLANO COUNTY;
Q. MCCULLOCH COUNTY;
R. MCLENNAN COUNTY;
S. MILAM COUNTY;
T. ROBERTSON COUNTY;
U. SAN SABA COUNTY;
V. VICTORIA COUNTY;
W. WARD COUNTY;
X. WASHINGTON COUNTY;
AND
Y. WILLIAMSON COUNTY;

Clerk's Note: Items 23.A-Y approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR TRANSPORT HELICOPTER SERVICES AMONG TRAVIS COUNTY, ST. DAVID'S MEDICAL CENTER AND PEDIATRIX MEDICAL SERVICES, INC. D/B/A PEDIATRIX MEDICAL GROUP OF TEXAS. (10:00 AM)

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Daugherty to approve Item 24.

Motion carried:

County Judge Samuel T. Biscoe	yes
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

OTHER ITEMS

25. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:27 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF APRIL, 2008. (COUNTY AUDITOR) (9:27 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. RECEIVE AND DISCUSS AS NECESSARY THE FIRST REVENUE ESTIMATE FOR THE FY 2009 BUDGET PROCESS. (COUNTY AUDITOR) (11:08 AM)

Members of the Court heard from: Blain Keith, Chief Assistant County Auditor, Travis County Auditor's Office; Rodney Rhoades, Executive Manager, PBO; and Susan Spataro, Travis County Auditor.

Discussion only. No formal action taken.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney
Note 2 Gov't Code Ann 551.072, Real Property
Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

28. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN SANDRA LUNA, INDIVIDUALLY AND A/N/F KASANDRA LUNA V. CITY OF AUSTIN, TRAVIS COUNTY AND MICHAEL HARLEY ALT. [1] (11:24 AM) (2:02 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A SETTLEMENT AGREEMENT WITH BARECKY CONSTRUCTION CO. FOR EAST METRO PARK WORK. [1] (11:24 AM) (2:03 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to approve Item 29.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

30. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON SUIT AGAINST VALDEZ REMODELING AND WEATHERIZATION, INC AND NAUTILUS INS. CO. FOR WATER DAMAGE TO RESIDENCE AT 1405 CANTERBURY, AUSTIN, TEXAS OCCURING ON MAY 4, 2006. [1] (11:24 AM) (2:03 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we appoint Dan Mansour, Risk and Benefits Manager, HRMD to represent Travis County in upcoming mediation.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

31. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. [1] (11:24 AM) (2:03 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Daugherty that we authorize the retaining of several consultants needed to do additional work for us in this litigation. We understand that the total will be approximately $70,000.00; source of funding is the Risk Management Fund; and they mentioned three specific things that needed to be carried out in order to put together an appropriate report and two distinct visits by the group or team.

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

ADDED ITEM

A1. APPROVE RESOLUTION HONORING RAFAELITA "RAFFY" GARZA-VIZCAINO FOR 32 YEARS OF SERVICE IN EDUCATION AND TO THE TRAVIS COUNTY COMMUNITY. (JUDGE BISCOE) (9:27 AM)

Clerk's Note: Item A1 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 Davis **and seconded by** Commissioner Daugherty to adjourn the Voting Session. (2:05 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	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

C3

Travis County Commissioners Court Agenda Request

Voting Session June 10, 2008 Work Session _____

I. A. Request made by: _____ Phone # 854-9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:

Consider and take appropriate action on request to hold a Public Meeting on Wednesday, June 25, 2008 for the purpose of informing the public of the status of the Travis County Drainage Study, and taking comments concerning its progress.

C. Approved by: _____
County Judge and Commissioners' Court

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Joseph Gieselman, 854-9434
Carol Joseph, 854-9418
Anna Bowlin, 854-7561
Don Ward, 854-9317
Steve Schiewe, 854-7580

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

(See reverse side for legal citation of Open Meetings Exceptions)

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) 854-4697

Voting Session Agenda Item No.___
June 10, 2008
Supplemental Information

DATE: June 4, 2008

MEMORANDUM

TO: Members of Commissioners Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., TNR Road Maintenance & Fleet Services Division Director

SUBJECT: Public Meeting for Travis County Drainage Study

Proposed Motion:

Consider and take appropriate action on request to hold a Public Meeting on Wednesday, June 25, 2008 for the purpose of informing the public of the status of the Travis County Drainage Study, and taking comments concerning its progress.

Summary and Staff Recommendations:

TNR staff has worked with consultant HDR Engineering to identify flooding problems related to County transportation infrastructure. The preliminary phases have been completed and the identified problem areas have now been ranked according to such factors as impacts to emergency access, threat to habitable structures, and frequency of reported road closures.

TNR staff proposes to hold a public meeting on the evening of June 25, 2008 at the Travis County Road and Bridge Satellite 1 Office, to inform the public of the status of the study and to take comments concerning its progress.

Staff recommends approving this request to proceed with the public meeting, including public notices and media releases advertising it.

Budgetary and Fiscal Impacts:

The approved contract for this study includes costs associated with this public meeting.

Issues and Opportunities:

This project has been partially funded by a grant from the Texas Water Development Board. This meeting fulfills a condition of the grant to allow public comment on the status of the project.

Background:

Travis County has the responsibility to maintain an enormous system of roadways (over 1,200 miles) and bridge/culvert crossings. Over 72 miles of roads are within the 100-year floodplain, and many stream crossings in the County are prone to overtopping even during minor storm events. In addition, there are numerous older subdivisions that were created before County-required drainage standards existed, which periodically sustain flood damage.

Past flood protection projects have frequently been undertaken in response to specific rain events in very localized areas rather than planned on an overall watershed basis. This drainage study involves an assessment of flood prone areas on a watershed basis, identification of solutions, and an implementation plan to address the problem areas that pose the most significant risk to public health and safety and are the most economical on a benefit/cost basis.

The budget for this project is $695,000. Of that total, $500,000 was approved by the Commissioners' Court and $195,000 funded by a grant from the Texas Water Development Board.

DWW/SLS:sls

Copy: Joe Gieselman
Carol Joseph
Anna Bowlin
Steve Schiewe

A1

Travis County Commissioners Court Agenda Request

Voting Session June 10, 2008 (Date) Work Session _____ (Date)

I. **Request**

A. Request made by:

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

B. Requested text:

CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE 24-HOUR FITNESS CORPORATE AGREEMENT WITH REVISED FEE FOR ADDITIONAL ENROLLEES IN THE SAME HOUSEHOLD

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).

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:

X Planning and Budget Office (854-9106)

X Human Resources Management Department (854-9165)

X Purchasing Office (854-9700)

X County Attorney Office (854-9415)

X County Auditor Office (854- 9125)

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -5 PM 5:08

Travis County Commissioners Court Agenda Request

#A2

Voting Session 06/10/08 (Date) Working Session 06/10/08 (Date)

I. A. Request made by: **COUNTY ATTORNEY (ANNALYNN COX)** Phone # **854-4234**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND OF WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR SH 290 EAST; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. § 551.071(1).

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.

Jon White – Transportation and Natural Resources

III. Required Authorizations: Please check if applicable:

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -6 AM 10:57

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 (854-9415)

_X_ 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 Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Last updated 4:24pm 6/6/2008

59201-1 175.494

A5

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 19 AM 11:35

Travis County Commissioners Court Agenda Request

Voting Session: ~~27 May~~ June 10 2008 (Date)

Work Session: _____

I. A. Request made by: Joseph P. Gieselman, TNR Phone #: 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:
Consider and take appropriate action to appoint Mr. Ken Beck to the BCCP Citizens Advisory Committee for a two year term

C. Approved by: _____
Commissioner Daugherty

II. A. Backup memorandum and exhibits should be attached and submitted with the 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:

Ken Beck, The Crossings, 258-7243
Jon White, TNR NREQ 854-7212
Rose Farmer, TNR NREQ 854-7214
Kevin Connally, TNR NREQ 854-7213
Jennifer Brown, TNR NREQ 854-7215
William Conrad, BCCP Coordinating
Committee Secretary, 263-6430

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management 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 and 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 Monday 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
FAX (512) 854-4697

May 27, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Consider and take appropriate action to appoint Mr. Ken Beck to the BCCP Citizens Advisory Committee for a two year term.

Summary and Staff Recommendation

The Balcones Canyonlands Conservation Plan (BCCP) Coordinating Committee is the governing body that directs the administration and implementation of the USFWS regional 10(a) permit jointly held by Travis County and the City of Austin. The BCCP Citizens Advisory Committee (or CAC) serves the Coordinating Committee by providing review and oversight of implementation of the permit terms and conditions, by studying and making recommendations on issues of special concern to the Committee, and by providing a forum for public input.

The Citizens Advisory Committee is comprised of eleven representatives from the local community representing a range of diverse interests including the business community, landowners, recreational/user groups, conservation organizations, and representatives from the City of Austin's Boards and Commissions.

One of the three County-appointed CAC positions is currently unfilled.

BCCP Coordinating Committee Secretary William Conrad convened an Advisory Committee Task Group to develop a list of candidates for recommendation to the Coordinating Committee. We evaluated these individuals based on eight criteria. These include:

- Neighborhood interests
- Scientific interests
- Recreation interests

- Business interests
- Environmental policy interests
- BCP heritage and history involvement
- Community connections and network
- Program development experience

Based on these criteria, staff recommends that Commissioner's Court consider appointing Mr. Ken Beck to serve a two-year term on the BCCP Citizen Advisory Committee.

Mr. Beck is the co-founder and owner of the Crossings, a wellness resort and leadership retreat center located in northwest Travis County within the Balcones Canyonlands Preserve. Mr. Beck's history of involvement with the BCP, as a successful entrepreneur representing business interests and as a recognized community leader in his neighborhood all indicates his capacity to represent these interests on behalf of constituents throughout the County.

Budgetary and Fiscal Impact

The two-year appointments served by members of the BCCP CAC are volunteer positions and have no budgetary or fiscal impact for the County.

JPG:rmf

xc: Jon White, Travis County NREQ Division Director
Rose Farmer, Travis County NREQ Natural Resources Program Manager
Kevin Connally, Travis County NREQ
Jennifer Brown, Travis County NREQ

MEMORANDUM

TO: Mayor Will Wynn, Chair
Commissioner Gerald Daugherty, Member
Adam Zerrenner, Member (Ex Officio)

FROM: Willy Conrad, Secretary

DATE: April 22, 2008

SUBJECT: Citizens Advisory Committee Consensus Appointment Recommendations

On October 24, 2007 the Coordinating Committee directed me to evaluate the status of membership for both the Scientific Advisory Committee Executive Committee (SAC) and the Citizens Advisory Committee (CAC). In January of 2008 I polled members of both committees to determine their status as members of the committees.

All five members of the SAC offered to continue serving in their positions on that committee if that meets with the approval of the Coordinating Committee members. The current members, their current roles and areas of expertise include:

- Dr. David Steed, Chair, golden-cheeked warbler and black-capped vireo biology
- Clif Ladd, Vice Chair, golden-cheeked warbler and black-capped vireo biology
- John Cornelius, Member, golden-cheeked warbler and black-capped vireo biology and habitat management
- Dr. Steve Windhager, Member, habitat ecology and restoration
- Nico Hauwert, Member, karst geology and hydrology.

Of the ten active members of the CAC, six members either resigned or asked to be replaced: They include:

- Linda Guerrero, COA appointee representing Parks and Recreation Board
- Charlie McCabe, Travis County appointee
- Larry Runyan, LCRA appointee
- Jim Sussman, consensus appointee
- Ted Siff, consensus appointee
- One consensus seat is vacant
- Cheryl Scott-Ryan, COA appointee representing Water and Wastewater Commission offered to continue serving until her term on the commission expires in July 2008.

The remaining members of the CAC offered to continue serving in their positions on the committee if that meets with the approval of the Coordinating Committee. They Include:

- Mary Ann Neely, COA appointee representing the Environmental Board
- Robert Kleeman, Travis County Appointee

- Ken Mills, Travis County Appointee
- Joe Lessard, consensus appointee

On March 12, 2008 I convened an Advisory Committee Task Group. Members include:

- Scott Rowin, COA BCP
- Kevin Connally, Travis County BCP
- Rusty Ray, LCRA BCP
- Steve Windhager, SAC
- Joe Lessard, CAC

Make up of this task group resembles the membership of the original Advisory Committee Task Group convened in 2002. We agreed our charge was to recommend appointments to the SAC that assured balance between the scientific disciplines involved in preserve management. We also agreed that recommendations for the CAC should strive to provide a balance between community interests.

Based on our reviews, the Advisory Committee task group and I recommend that the Coordinating Committee reappoint all members of the Scientific Advisory Committee Executive Committee. They each bring extensive education and research experience to the committee, and assure that the committee has the depth of disciplines necessary to address the many challenges BCCP faces.

The Advisory Committee Task Group developed a list of twelve candidates for recommendation to the Coordinating Committee. We evaluated these individuals based on eight criteria. These include:

- Neighborhood interests
- Scientific interests
- Recreation interests
- Business interests
- Environmental policy interests
- BCP heritage and history involvement
- Community connections and network
- Program development experience

Based on our evaluations we recommend that the Coordinating Committee consider the following for membership in the CAC:

- Valerie Bristol: BCP Heritage, Environment, Science, Community Connection, Program Development
- Ken Beck: Business, Neighborhood, Community Connection, Program Development
- Joe Lessard (reappointment): BCP Heritage, Business, Community Connection, Program Development (also CAC short term history)
- Scott Sheppard: Neighborhood, Community Connection, Recreation
- Peter Torgrimson: Neighborhood, Environment

Travis County Staff has recommended that the Commissioners' Court consider Ken Beck for the vacancy in the County's seats on the CAC. Also, LCRA has asked Liz Murray to serve on the CAC as their appointment. Additionally, we recommend that the Coordinating reappoint or accept the continued appointments of CAC members Neely, Kleeman, Mills, and Scott-Ryan.

William A. Conrad
BCCP Secretary

CC: Dr. David Steed
Clif Ladd
Dr. Steve Windhager
John Cornelius
Nico Hauwert
Valerie Bristol
Ken Beck
Joe Lessard
Scott Sheppard
Peter Torgrimson

Biography
Kenneth H. Beck

Ken was born and grew up in West Central Minnesota, graduating from high school in Morris, Minnesota, and attending college at the University of Minnesota, graduating in 1967 with a B.S. in Electrical Engineering. He and his wife, Joyce, were married soon after and have been married for 41 years.

After college, Ken joined IBM in Milwaukee and pursued a career with IBM in sales and in sales management. Ken joined Texas Instruments in 1984 in a move that brought the family to Austin, Texas, and then joined Dell Computer in 1988. Ken retired from Dell in July of 2000, and now spends much of his time overseeing the operations of The Crossings.

The Beck's are very involved in the activities of their church, Triumphant Love Lutheran Church in North Austin. Ken has also served on the board of the American Lung Association, Austin Social Venture Partners and the Omega Institute, and is currently on the boards of the Capital Area Mental Health Center, the Volente Neighborhood Association, and the Academy of Oriental Medicine of Austin.

The Beck's place an extremely high value on their family relationships. They have a son, a daughter who is a pediatric nurse practitioner, a son-in-law in the telecommunications industry, and three grandchildren – all of whom live in Austin.

The Crossings is a project that has been unfolding for the last six years with the help of many interested and like-minded team members. The Beck's feel that creating The Crossings together with their team has so far been an amazing and spiritual experience. The Crossings sits on 210 acres of land with 202 acres within the boundaries of the Balcones Canyonland Preserve. The campus consists of 15 buildings laid out over a 35 acre area linked with walking paths, and a conservation easement has been granted to Travis County on 165 acres making this protected land a formal part of the BCP.

Joyce and Ken Beck are the owners and founders of The Crossings.

Agenda Item No. 1

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -3 AM 9:33

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 10, 2008 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to execute a Partial Release of Lien on 4600 Acers Lane in Austin Colony owned by Austin Habitat for Humanity, Inc.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: June 10, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager

SUBJECT: Contract – Austin Habitat

On July 6, 2006, the Board approved a $100,000 forgivable loan agreement to assist Austin Habitat in the purchase of eight lots located on Acers Lane in the Austin Colony section of Travis County (an unincorporated area of the County).

The loan is partially forgiven and the lien is released as the homes are sold to appropriate home buyers. As each home is sold a release of lien document will be executed and recorded by the Corporation.

The Corporation has released the lien on three lots that were sold to qualified home buyers.

Austin Habitat is ready to close on the fourth lot for a qualified home buyer (4600 Acres Lane). They request the Corporation release the lien on the lot.

Cliff Blount has reviewed the Partial Release documents and stated that it is appropriate for the Board to execute the document.

Staff represents that Austin Habitat has fulfilled their obligations under the 2006 agreement. Staff's recommendation to the Board is to approve execution of the Partial Release.

cc: Cliff Blount, Attorney
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Mike Gonzalez, Senior Financial Analyst

Austin Habitat for Humanity®

www.austinhabitat.org
512. 472. 8788
512. 472. 6235 fx

May 28, 2008

Board of Directors

Damon Silvestry
President

Carol Drennan
Vice President

Carla Fraser
Secretary

Bruce Coleman
Treasurer

Robin Camp
Carlos Coe
Luke Ellis
Carla Fraser
Leslee Froehlich
Lora Ann Gerson
Paula Gilbert
Trey Halbert
David Hamm
Kevin Kimbrough
Betty McNallen
Nikelle Meade
Bonnie Mills
Carl Shepherd
Eric Shepperd
Sherine Thomas
Gina Wey
Matt Williamson

Member Emeritus:
Perry Tornquist

To the Board of Directors of Travis County Housing Finance Corporation:

Austin Habitat for Humanity hereby certifies that Mildred Davis is eligible to purchase the home at 4600 Acers through the homebuying program of Austin Habitat for Humanity. This family has met each of the following requirements:

1. Acceptance into our program based on our program criteria for Need, Ability to Pay and Willingness to Partner (outlined in Exhibit A of the Real Estate Lien).
2. Completion of the Sweat Equity and Homeowner Education Program requirements of our Homebuyer Program.

Thank you for your support of our mission to provide low-income families with the opportunity to purchase a decent, affordable home.

Sincerely,

Rosca Toulouse

Rosca Toulouse
Director of Family Services

Executive Director:
Michael Willard

a Partner Agency of
United Way
United Way Capital Area

PARTIAL RELEASE OF LIEN

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June ___, 2008

Note

Date: November 28, 2006
Original Amount: $100,000.00
Maker: Austin Habitat for Humanity, Inc.
Payee: Travis County Housing Finance Corporation

Holder of Note and Lien: TRAVIS COUNTY HOUSING FINANCE CORPORATION

Holder's Mailing Address: P. O. Box 1748, Austin, Texas 78701-1748

Note and Lien Are Described in the Following Documents, Recorded in: A deed of trust recorded in Document No. 2006232177, of the Official Property Records of Travis County, Texas.

Property (including any improvements) Subject to Lien:

> Lot 1, Block A, AUSTIN'S COLONY SECTION 6A, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No. 200600007, Official Public Records of Travis County, Texas.

Holder of the note acknowledges its partial payment and releases from the lien only the property described above.

When the context requires, singular nouns and pronouns include the plural.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:_____
Name:_____
Title:_____

Document Location: f:\users\andrea\fm-habit.prl

State of Texas

County of Travis

This instrument was acknowledged before me on June ___, 2008, by _____, _____ of Travis County Housing Finance Corporation, a Texas public non-profit corporation, on behalf of the corporation.

_____
Notary Public, State of Texas

Prepared By:
Hancock & McGill, L.L.P.
Attorneys at Law
fm-habitat.prl / TCHFC Partial Release

AFTER RECORDING RETURN TO:

Document Location: f:\users\andrea\fm-habit prl

Agenda Item No. 2

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 10, 2006 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to refund Wells Fargo Bank $6,773.30 due to overpayments of Issuer Fees for the 2006 Single Family Mortgage Loan Program.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

08 JUN -3 AM 8:48
COUNTY JUDGE'S OFFICE
RECEIVED

Travis County Housing Finance Corporation
314 West 11th Street, Room 540
Austin, Texas 78767
Telephone: (512) 854-4743

June 10, 2008

To: Board of Directors

From: Harvey L. Davis, Manager

Re: 2006 Single Family Bond Program

Request

Wells Fargo Bank, trustee for the 2006 Program, informed us that they have overpaid the Corporation $6,773.30 between the periods of 11/1/06 – 5/1/08. Wells Fargo requests the Corporation refund the trust account.

Background

The Corporation receives a monthly disbursement from the trustee for the 5% Issuer Fee. The Issuer Fee is funded as the home buyer makes payments on their mortgages. The Corporation issued $15 million in private activity bonds to fund the program. The program fully originated.

The monthly check sent to the Corporation is calculated by taking 5% of the pooled mortgages and dividing by 12. The trustee incorrectly calculated the fee using a 9% fee rate. Attached is a worksheet Wells Fargo sent us that show how they calculated the overpayment.

The trustee would prefer to have the refund (rather than have the overpayment refunded from future monthly fees) since those funds should be used to call bonds.

Staff recommends the Board approve the request.

cc: Ladd Pattillo, Financial Advisor
Cliff Blount, Naman, Howell, Smith & Lee, Issuers Counsel
Mark O'Brien, Bob Coleman & Stacy Houston, Morgan Keegan (Bond Underwriter)
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Senior Financial Analyst

	Pool Balances	Issuer Fee Paid	Correct Issuer Fee	Difference
11/1/2006	$3,815,495.36	$286.16	$158.98	$127.18
12/1/2006	$6,836,962.31	$512.77	$284.87	$227.90
1/1/2007	$6,826,453.74	$511.98	$284.44	$227.55
2/1/2007	$8,430,362.52	$632.28	$351.27	$281.01
3/1/2007	$8,418,016.92	$631.35	$350.75	$280.60
4/1/2007	$9,156,196.64	$686.71	$381.51	$305.21
5/1/2007	$9,144,160.68	$685.81	$381.01	$304.81
6/1/2007	$10,054,282.22	$754.07	$418.93	$335.14
7/1/2007	$10,038,617.88	$752.90	$418.28	$334.62
8/1/2007	$10,025,361.93	$751.90	$417.72	$334.18
9/1/2007	$10,009,375.00	$750.70	$417.06	$333.65
10/1/2007	$11,745,938.61	$880.95	$489.41	$391.53
11/1/2007	$11,732,384.43	$879.93	$488.85	$391.08
12/1/2007	$14,098,216.90	$1,057.37	$587.43	$469.94
1/1/2008	$14,667,345.14	$1,100.05	$611.14	$488.91
2/1/2008	$14,644,705.72	$1,098.35	$610.20	$488.16
3/1/2008	$14,626,562.25	$1,096.99	$609.44	$487.55
4/1/2008	$14,475,701.03	$1,085.68	$603.15	$482.52
5/1/2008	$14,452,887.33	$1,083.97	$602.20	$481.76
				$6,773.30

From: <cheri.d.whitford@wellsfargo.com>
To: <Harvey.Davis@co.travis.tx.us>
Date: 6/2/2008 10:24 AM
Subject: RE: FW: Travis 2006

I would prefer to have the refund since those funds should be used to call bonds.

CHERI WHITFORD
Asst Vice President
Wells Fargo Bank, N.A.
Corporate Trust
201 Main Street, Suite 301
Fort Worth, Texas 76102
817.334.7062 phone
817.885.8650 fax
cheri.d.whitford@wellsfargo.com

-----Original Message-----
From: Harvey Davis [mailto:Harvey.Davis@co.travis.tx.us]
Sent: Monday, June 02, 2008 10:19 AM
To: Whitford, Cheri
Subject: RE: FW: Travis 2006

Cheri,

Can the amount we owe be repaid by not paying us future payments until the difference is back to zero?
(it would take about a year to repay $6,773.30).

Harvey L. Davis
314 W. 11th Street, Room 540
Austin, Texas 78701
Tele: (512) 854-4743
Fax: (512) 854-4210
Cell: (512) 296-4607

>>> <cheri.d.whitford@wellsfargo.com> 5/29/2008 9:42 AM >>>
Here is the reconciliation spreadsheet I prepared. That will show you what the fees have been each month. The fees are based on 1/12tn of .05% of the pool balances.

Thank you for getting back to me.

CHERI WHITFORD
Asst Vice President
Wells Fargo Bank, N.A.
Corporate Trust
201 Main Street, Suite 301
Fort Worth, Texas 76102
817.334.7062 phone
817.885.8650 fax

cheri.d.whitford@wellsfargo.com

-----Original Message-----
From: Harvey Davis [mailto:Harvey.Davis@co.travis.tx.us]
Sent: Thursday, May 29, 2008 5:35 AM
To: Whitford, Cheri
Cc: Leroy Nellis; Miguel Gonzalez; Bandy, Lynn
Subject: Re: FW: Travis 2006

Cheri,

I plan to put this on our June 10th agenda. Would you send us a schedule showing how the overpayment was calculated? Also would you give us an estimate of how much the monthly payment will be in the future?

Thanks

Harvey L. Davis
314 W. 11th Street, Room 540
Austin, Texas 78701
Tele: (512) 854-4743
Fax: (512) 854-4210
Cell: (512) 296-4607
>>> <cheri.d.whitford@wellsfargo.com> 05/28/08 5:36 PM >>>
In follow-up to my email below, I have determined that between the periods of 11/1/06 - 5/1/08, the Issuer was overpaid $6773.30. Again since we released funds on 4/25 for the total of $19,561.26, I am requesting that the amount above be sent back to the trust estate.

Please advise when we can expect receipt of the funds. Thanks so much for your assistance in clearing this matter up.

CHERI WHITFORD

Asst Vice President

Wells Fargo Bank, N.A.

Corporate Trust

201 Main Street, Suite 301

Fort Worth, Texas 76102

817.334.7062 phone

817.885.8650 fax

cheri.d.whitford@wellsfargo.com

-----Original Message-----
From: Whitford, Cheri
Sent: Wednesday, May 28, 2008 10:32 AM
To: 'HARVEY DAVIS (Business Fax)'
Cc: Bandy, Lynn
Subject: Travis 2006

Hello Harvey,

It has been discovered that there was an incorrect formula on our worksheet to pay the issuer's fees each month which has resulted in an overpayment. Since we released funds on 4/25 of the balances of the Cost of Issuance Fund and the Premium Account, I am would like to receive the amount overpaid back for the trust estate. I am in the process of determining the total amount and hope to have that completed by the end of the week.

I apologize for the error and the inconvenience. Please notify me if you have any questions.

CHERI WHITFORD

Asst Vice President

Wells Fargo Bank, N.A.

Corporate Trust

201 Main Street, Suite 301

Fort Worth, Texas 76102

817.334.7062 phone

817.885.8650 fax

cheri.d.whitford@wellsfargo.com

Agenda Item No. 3

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 10, 2008 Executive Session _____
Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve resolution consenting to transfer of Arboretum Oaks Apartments (f/k/a Hamilton's Mark Apartments) to IBK Arboretum, LP and approving the execution and delivery of an Assignment, Assumption and Consent Agreement between TCHFC, the Trustee, the seller and the purchaser.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

08 JUN -4 AM 11:43
COUNTY JUDGE'S OFFICE
RECEIVED

NAMAN HOWELL
SMITH & LEE
A REGISTERED LIMITED LIABILITY PARTNERSHIP

MEMORANDUM
from
William C. Blount

(512) 479-0300
Fax (512) 474-1901
E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Housing Finance Corporation

DATE: June 4, 2008

RE: Request to approve transfer of Arboretum Oaks (f/k/a Hamilton's Mark Apartments).

Agenda Date: June 10, 2008

We have received a request to approve a transfer of the above-referenced apartments from the current owner, TXCGL Properties, L.P. to IBK Arboretum, LP which requires the Corporation's approval.

Attached is a copy of the letter requesting this action (with attachments describing the purchaser, the form of Assumption Agreement and Consent and a proposed opinion of seller's counsel) and a resolution approving the transfer and the Assumption Agreement and Consent.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Harvey Davis, w/o attachments

TRAVIS COUNTY HOUSING FINANCE CORPORATION

RESOLUTION APPROVING TRANSFER OF APARTMENTS

WHEREAS, the Travis County Housing Finance Corporation (the "Issuer") issued its Travis County Housing Finance Corporation MultiFamily Housing Revenue Refunding Bonds Series 1996 (Hamilton's Mark Project) (the "Bonds") to refinance Hamilton's Mark apartments, now known as Arboretum Oaks apartments (the "Apartments"); and

WHEREAS, TXCGL Properties, L.P. (the "Owner") has requested the Issuer consent to a transfer of the Apartments pursuant to the terms of an Assumption Agreement and Consent (the "Agreement"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ISSUER THAT:

1. The Issuer hereby approves and authorizes the execution, delivery and acceptance of the Agreement in substantially the form presented to and considered at this meeting. Any officer of the Issuer is authorized to execute and deliver the Agreement, and any necessary collateral documents or certificates, on behalf of the Issuer, with such changes and revisions as the officer executing the same shall deem appropriate and consistent with the intent of this Resolution.

2. This Resolution shall be effective upon its passing.

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 10th day of June, 2008, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 10th day of June, 2008.

_____

Margaret Gomez, Secretary

Invesco
Three Galleria Tower
Suite 500
13155 Noel Road
Dallas, Texas 75240

Telephone 972 715 7400
www.invesco.com

June 4, 2008

VIA FEDERAL EXPRESS

Mr. Harvey Davis
Manager
Travis County Housing Finance Corporation
Travis County Administration Building
Room 540
314 West 11th Street
Austin, Texas 78701

$10,310,000
Travis County Housing Finance Corporation
Multi-Family Housing Revenue Refunding Bonds
Series 1996 (Hamilton's Mark Project)

Dear Mr. Davis:

TXCGL Properties, L.P. (the "Seller") is the current owner of the multifamily housing project located at 9617 Great Hills Trail, Austin, Texas known as Arboretum Oaks Apartments (f/k/a Hamilton's Mark Apartments, the "Project") refinanced with the proceeds of the above-captioned bonds (the "Bonds"). The Seller has agreed, pursuant to a Purchase and Sale Agreement dated May 28, 2008 to sell the Project to IBK Arboretum, LP (the "Purchaser"). The Purchaser is a Delaware limited partnership whose general partner will be IBK Arboretum GP, LLC, a Delaware limited liability company which is wholly owned by Delta Master Trust (the pension trust for Delta Airlines employees). The general partner will own all of the equity interest in the Borrower. B/K Real Estate Funds, L.P. ("BK Real Estate") will hold a preferred return as a special limited partner. A description of the multifamily property ownership experience of the principals of BK Real Estate is attached hereto as Exhibit A. Following its purchase of the Project, the Purchaser will contract with LBK Management Services, L.P. (the "Manager") to manage the Project. A description of the Manager's experience with bond-financed multifamily properties such as the Project is attached hereto as Exhibit B.

The Purchaser will agree to assume the obligations of the Seller under that: Financing Agreement dated as of June 1, 1996 (the "Financing Agreement") between the Issuer and MBL (succeeded in interest by the Seller); and Declaration of Restrictive Covenants dated as of April 1, 1983, as amended by that First Amendment to Declaration of Restrictive Covenants dated as of January 1, 1989 and that Second Amendment to and Restatement of Declaration of

Restrictive Covenants dated as of June 1, 1996 (together the "Regulatory Agreement") and the other "Loan Documents" as set forth in an Assignment, Assumption and Consent Agreement among the Seller, Purchaser, The Bank of New York Trust Company, N.A. as trustee (the "Trustee") and the Issuer, the form of which is attached hereto as Exhibit C. In connection with the transfer of the Project, the Purchaser will cause to be delivered to the Issuer and Trustee an opinion of counsel regarding the Purchaser's assumption of the Seller's obligations under the Financing Agreement and Regulatory Agreement in the form attached hereto as Exhibit D.

The Purchaser hereby requests the Issuer to approve the Purchaser's acquisition of the Project and assumption of the Regulatory Agreement and Financing Agreement. The Seller and Purchaser propose to conclude this transaction as soon as possible. Thus, the Purchaser requests the Issuer to consider this request at its next possible meeting. Please contact me with any further information needs.

Thank you for your assistance.

Very truly yours,
Invesco Institutional (N.A.), Inc.

Ron Ragsdale
Vice President

EXHIBIT A.

DESCRIPTION OF BK REAL ESTATE PRINCIPALS

Beneke/Krieg Company (B/K Co.) is a national real estate partnership formed in 1992, whose primary business is the acquisition of apartment properties that are financed with tax-exempt housing bonds. It has acquired more than 10,500 such bond-financed apartment units in thirty-five properties located coast-to-coast. It provides asset management, accounting and reporting services to several real estate entities, including LBK, L.P., CRM – B/K Co Partners, L.L.C., and Fairlake at Westin, L.P.

The LBK, L.P. portfolio is owned by B/K Co. in joint venture with three pension funds: Leland Stanford Junior University Trust, The Delta Master Trust, and Public Employees' Retirement Association of Colorado. CRM – B/K Co. Partners, LLC is a Delaware company owned by B/K Co. and Cramer, Rosenthal & McGlynn, a New York money management firm.

B/K Co. provides professional on-site management through LBK Management Services, an affiliate of B/K Co. that employs more than three hundred fifty people.

B/K Co. also advises a 501(c)(3) organization in connection with its acquisition of multifamily properties and arranges for full financing of these acquisitions with first-lien, tax-exempt bonds purchased by Merrill Lynch and subordinated tax-exempt bonds purchased by Lehman Brothers and B/K Co. in joint venture. The properties acquired are likewise managed by LBK Management Services.

Ron Beneke's more than thirty years of experience was initially gained in his ten years in legal practice, including six years during which he was the managing partner of a forty-lawyer firm he founded with several partners. His practice principally involved designing and overseeing the closing of debt and equity financings. For the next ten years he was a principal in Property Company of America (PCA), the successor to the Lincoln Property Company Southwest Region, where he served as President from 1988 to 1992. PCA was a development, investment, and real estate management organization that specialized in apartments. Involved in many significant transactions over those ten years, Mr. Beneke was Chief Operating Officer for activities employing over seven hundred people. He was responsible, among other things, for oversight of PCA's acquisition venture with General Electric Credit Corporation. Mr. Beneke is a member of the board of directors of NetLink Transaction Services, LLC, and Axtive Corporation. He is a member of the management committee for Demand Aggregation Solution, LLC.

John Krieg's more than twenty-five years of investment and administrative experience was initially developed in managing Northwestern Mutual Life Insurance Company's troubled Arizona real estate loan and REO portfolios in the 1970's. His success in bringing those portfolios back to normal operations gained him a position as the National Acquisitions Director of Century Partners, a division of Fox and Carskadon. Century Partners was the acquisition arm

of Fox's national syndication program in the 1980's. There he oversaw the acquisition of $650 million of real estate. Prior to the formation of Beneke/Krieg, he led the due diligence efforts, for various companies, to formulate bids on significant bond-financed and other real estate portfolios of insolvent financial institutions. Mr. Krieg is a principal in all of the real estate entities mentioned above, as well as NetLink Transactions Services, LLP where he serves on the Board of Directors, and Demand Aggregation Solutions, LLC, where he serves on the management committee.

EXHIBIT B

DESCRIPTION OF MANAGER

LBK MANAGEMENT SERVICES, L.P.

LBK Management Services, headquartered in Irving, Texas, is a nationally recognized property management firm engaged in the acquisition, enhancement, and management of multi-family investments. Over the past 10 years the LBK group has managed approximately 19,000 units having a market valuation in excess of $1.5 billion. During this period the company has established an impressive track record of delivering quality management services and producing optimum operating efficiencies while maximizing portfolio results with institutional investors, Wall Street firms and private capital sources.

LBK manages a wide spectrum of product, ranging from AAA institutional quality to affordable housing. Of the units managed nearly 17,000 have been financed with tax exempt bonds or otherwise encumbered with an affordable housing component.

The leadership of our firm each has over 30 years of experience in the multi family and real estate finance fields. Our staff includes a bond compliance officer who additionally has over 30 years experience in the affordable housing business and currently serves on the Board of Directors of the National Affordable Housing Management Association.

LBK Management Services
Historical Property Activity

Arkansas

Cottages of Ft Smith	Ft. Smith	72
Block 2	Little Rock	145
Total Arkansas Units		**217 Units**

Arizona

Elliot's Crossing	Tempe	247
Sunset Ranch	Phoenix	352
Total Arizona Units		**599**

California

Cambridge	Ontario	125
Canyon Creek	Northridge	200
Las Flores	San Diego	312
Mountainback	Lakeview Terrace	124
Rancho Hills	Vista (2)	296
Sierra Pines	Riverside	120
Summerset Village	Mira Mesa	752
Sunset Ridge	Lancaster	800
The Venetian	San Diego	368
Waverly	Ontario	320
Whispering Winds	San Clemente	250
Woodview	Chino Hills	440
Villages at Chino Hills	Chino Hills	440
Woodside	Ontario	144
Total California Units		**4,691**

Colorado

Cascade Village	Denver	444
Eagles Nest	Leadville	161
Total Colorado Units		**605**

Florida

Ashley Lake Park	Boynton Beach	300
Casa Bella	Tampa	250
Coral Bay	Orlando	344
Fairlake at Weston	Weston	368
Harbour Cove	Orlando	144
Landings at Palm Bay	Palm Bay	271
Martin's Landing	Orlando	419
Misty Oaks	Orlando	251
Oaks at Mill Creek	Jacksonville	360

LBK Management Services
Historical Property Activity

Village Place	West Palm Beach	202
Vinings at Palm Bay	Palm Bay	320
Total Florida Units		**3,229**

Georgia

Concorde	Atlanta	284
Harvest Grove	Conyers	376
Morgan Falls Station	Atlanta	972
Total Georgia Units		**1,632**

Kansas

Royal Ridge	Kansas City	**345 Units**

Minnesota

Southview Gables	Inver Grove Heights	416
Park Place	Plymouth	500
Total Minnesota Units		**916**

Oklahoma

Courtyard Village	Midwest City	286
Lakeview Towers	Oklahoma City	192
Parkview	Oklahoma City	294
Total Oklahoma Units		**772**

Texas

Casa Verde	Houston	384
Cobblestone Park	Houston	292
Easton	Dallas	150
Fountains of Conroe	Conroe	270
Hidden Creek	Allen	244
Holly Creek	The Woodlands	332
Kirby	Dallas	156
Landing at Bear Creek	Euless	304
Lincoln Meadows	Ft Worth	280
Magnolia One and Two	Houston	286
Regency	Houston	88
Sharon Park Village	Houston	636
State House on Congress	Austin	287
Summer Bend	Irving	300
Summer Brook	Arlington	192
Summer Oaks	Arlington	264

LBK Management Services

Historical Property Activity

Village at Central Park	Bedford	300
Waterbury Place	Arlington	71
Windcastle	Arlington	220
Wood Glen	The Woodlands	152
Total Texas Units		**5,208**

Virginia

Rollingbrook Village	Woodbridge	**732 Units**

Total LBK Historical Portfolio **18,946 Units**

EXHIBIT C

FORM OF
ASSUMPTION AGREEMENT AND CONSENT

This Assumption Agreement and Consent ("Assumption Agreement") is entered into as of the _____ day of _____, 2008, by and between the TRAVIS COUNTY HOUSING FINANCE CORPORATION, a Texas public nonprofit corporation (the "Corporation"), TXCGL PROPERTIES, LP, a Delaware limited partnership (the "Transferor"), THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee (the "Trustee") and IBK ARBORETUM, LP, a Delaware limited partnership (the "Transferee").

WHEREAS, Transferee is seeking to purchase the Arboretum Oaks (f/k/a Hamilton's Mark) Apartments in Austin, Texas, as more particularly described in Exhibit "A" attached hereto (the "Project"), from Transferor; and

WHEREAS, the Project is encumbered by and subject to a Declaration of Restrictive Covenants recorded at Volume 8069, Page 902 in the Real Property Records of Travis County, Texas as amended by that First Amendment to Declaration of Restrictive Covenants dated as of January 1989 and that Second Amendment to and Restatement of Declaration of Restrictive Covenants dated as of June 1, 1996 (collectively, the "Regulatory Agreement"); and

WHEREAS, pursuant to Section 4 of the Regulatory Agreement, the prior written consent of the Corporation and documentation satisfactory to the Corporation that the Transferee has assumed in full the Transferors obligations under the Regulatory Agreement and that Financing Agreement dated as of June 1, 1996 (the "Financing Agreement") between the Corporation and Consolidated Apartment Ventures, L.P. (as succeeded in interest by the Transferor) is required in order for the Transferee to acquire the Project; and

WHEREAS, a condition of obtaining said consent is the assumption of the obligations imposed by the Regulatory Agreement and the Financing Agreement; and

WHEREAS, the Transferee desires to assume all of the Transferors obligations under the Financing Agreement accruing on and after the date hereof and to assume the Transferor's obligations under the Regulatory Agreement and to thereafter own and operate the Project in compliance with the Regulatory Agreement until the Minimum Rental Period expires; and

WHEREAS, the Issuer and Trustee have received an opinion of counsel to the Transferee that the Transferee has assumed the obligations of the Transferor under the Regulatory Agreement and Financing Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter recited, and the acquisition of the Project by the Transferee and consents of the parties hereto, the parties agree as follows:

1. **Assumption**. The Transferee hereby agrees to, and does by these premises, assume all of the obligations of the Transferor as "Company" or "Developer": (i) under the

terms of the Regulatory Agreement and the Transferee agrees to operate the Project in accordance with the requirements of the Regulatory Agreement as multi-family residential rental property in accordance with Section 103(b)(4)(A) of the Internal Revenue Code of 1954 and Section 1.103-8(b) of the Income Tax Regulations promulgated by the Department of the Treasury pursuant to the Internal Revenue Code of 1954, until such time as the Qualified Project Period described therein expires; (ii) the Financing Agreement, and (iii) those other Loan Documents (as defined in the Trust Indenture dated as of June 1, 1996 (the "Indenture") between the Corporation and Trustee) executed in connection with the issuance of the Bonds (as defined in the Indenture) which are described in Exhibit "B" attached hereto, in each case accruing on and after the date of this Assumption Agreement.

2. **Transferor Not in Default**. Transferor represents and warrants that it is not in default or violation of any provision of the Financing Agreement or the Regulatory Agreement.

3. **Consent, Recognition and Release.** The Corporation hereby consents to the transfer of the Project to the Transferee and to the assumption of the Regulatory Agreement, the Financing Agreement and the other Loan Documents by the Transferee as herein provided. The Trustee hereby recognizes the Transferee as the "Company" and "Developer" under the Regulatory Agreement, the Financing Agreement and the other Loan Documents. The Corporation and Trustee hereby release and relieve the Transferor from any and all liability accruing under the Regulatory Agreement, Financing Agreement and the other Loan Documents, for any acts or events occurring or obligations arising on or after the date hereof which are not caused by or arise out of any acts or events occurring or obligations arising prior to the date hereof.

4. **No Defaults Under Indenture or Loan Documents; Outstanding Principal Amount; Indenture Fund Balances.** The Trustee represents to the Transferor, the Transferee and the Issuer that, as of the date hereof: (a) no Event of Default constituting a monetary default has occurred under the Indenture; (b) it has no knowledge of, and has not received notice of, any other Event of Default pursuant to the provisions of Section 7.1 of the Indenture or under any Loan Document; (c) the outstanding principal amount of the Bonds on the date hereof is $10,310,000; and the balances of funds and accounts held under the Indenture (exclusive of investment earnings) on the date here of are, $_____ (Revenue Fund), $_____ (Debt Service Fund), $_____ (General Fund) and $_____ (Rebate Fund). approximate.

5. **GEBAM Period Terminated, References Deleted; Bonds Bear Interest at Fixed Rate.** The Trustee, Transferor and Issuer hereby confirm to the Transferee that the "GEBAM Period" as defined in the Indenture has terminated and that all references to: "Collateral Pledge Agreement", "GEBAM", "GEBAM Gross-Up Amount", "GEBAM Gross-Up Event", "GEBAM Partnership Agreement", "GEBAM Period", "GEBAM Purchase Date", "GEBAM Purchase Notice", "GEBAM Rate", "GEBAM Rate Period", GEBAM Tender Commencement Date", "Lock Box Agreement", "Master Beneficiary Agreement", "Master Beneficiary/Mortgagee", "Master Loan Agreement" "Master Loan Documents, "MBL Joinder", "No Fault Gross Up Amount", "No Fault Gross –Up Event", "Optional Agreement", "Owner Gross-Up Amount, "Owner Gross-Up Event" and "Side Letter Agreement" are of no further force and effect in the Indenture or any Loan Document. The Trustee hereby confirms to the

Transferee that the Bonds bear interest at a Fixed Rate of ____% per annum for a Fixed Rate Period ending ____, 20___.

6. **Notices**. From and after the date hereof, all notices required or permitted to be sent to the "Company" or "Developer" under the Regulatory Agreement or Financing Agreement shall be sent to Transferee at the following address, in the manner required under such documents:

IBK Arboretum, LP
500 Three Galleria Tower
13155 Noel Road
Dallas, TX 75240

7. **Governing Law**. This Assumption Agreement shall be governed by the laws of the State of Texas.

8. **Burden and Benefit**. This Assumption Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

9. **Multiple Counterparts**. This Assumption Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement and Consent by duly authorized representatives, as of the date and year first above written.

TRAVIS COUNTY HOUSING FINANCE CORPORATION, a Texas public nonprofit corporation

By_____
Samuel T. Biscoe, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Samuel T. Biscoe, President of Travis County Housing Finance Corporation, a Texas public nonprofit corporation, 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of the said Travis County Housing Finance Corporation.

Given under my hand and seal of office on this the ____ day of _____, 2008.

_____
Notary Public, State of Texas

[Corporation Signature Page to Assumption Agreement and Consent]

TRANSFEROR:

TXCGL PROPERTIES, LP, a Delaware limited partnership

By CGL Management, LLC, its general partner

By Henderson Global Investors "North America" Inc., its Manager

By:__
Name:_____
Title:_

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2008, by _____, _____ of Henderson Global Investors "North America" Inc., as manager of CGL Management, LLC, a Delaware limited liability company, as general partner of TXCGL Properties, L.P., on behalf of said partnership.

_____
Notary Public

My Commission Expires:

_____

[Transferor Signature Page to Assumption Agreement and Consent]

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

By:_____
Name:_____
Title:_____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2008, by _____, _____ of The Bank of New York Trust Company, N.A., on behalf of said corporation.

_____
Notary Public

[Trustee Signature Page to Assumption Agreement and Consent]

IBK ARBORETUM, LP, a Delaware limited partnership

By: IBK Arboretum GP, LLC, a Delaware limited liability company, its general partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, _____ of IBK Aboretum, LLC, general partner of IBK Arboretum, LP a Delaware limited partnership, 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of the said partnership.

Given under my hand and seal of office on this the ____ day of _____, 2008.

_____
Notary Public

[Transferee Signature Page to Assumption Agreement and Consent]

EXHIBIT A

[PROPERTY DESCRIPTION]

EXHIBIT B

TO ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE AGREEMENT

1. Financing Agreement, dated as of June 1, 1996 (the "Financing Agreement")

2. Promissory Note in original principal amount of $10,310,000 (the "Note")

3. Second Amendment to and Restatement of Special Warranty Deed and Deed Restrictions, dated as of June 1, 1996 (the "Regulatory Agreement")

4. Amended and Restated Deed of Trust (with Security Agreement and Assignment of Rents and Leases) and Amendment to Documents, dated as of June 1, 1996 (the "Mortgage")

5. Hazardous Substances Indemnity Agreement dated as of June 1, 1996 (the "Environmental Indemnity Agreement")

6. The following documents delivered by or on behalf of the Seller or its predecessor in interest as "Company" or "Developer" in connection with the issuance of the Bonds: (a) No Arbitrage Certificate of the Corporation; (b) Developer's Tax Certificate; and (c) Certificate Regarding Payment of Trustee Fees.

EXHIBIT D

FORM OF PURCHASER'S COUNSEL OPINION

ANDREWS
ATTORNEYS KURTH LLP

1717 Main Street, Suite 3700
Dallas, Texas 75201
214.659.4400 Phone
214.659.4401 Fax
andrewskurth.com

OPINION OF PURCHASER'S COUNSEL

_____, 2008

Travis County Housing Finance Corporation
Austin, Texas

The Bank of New York Trust Company, N.A.
Houston, Texas

$10,310,000
Travis County Housing Finance Corporation
Multi-Family Housing Revenue Refunding Bonds
Series 1996 (Hamilton's Mark Project)

Ladies and Gentlemen:

We have acted as counsel to IBK Arboretum, LP, a Delaware limited partnership (the "**Purchaser**") in connection with the Purchaser's acquisition of that multifamily housing project located at 9617 Great Hills Trail, Austin, Texas known as Arboretum Oaks Apartments (f/k/a Hamilton's Mark Apartments, the "**Project**"), the acquisition, construction and equipping of which was refinanced with the proceeds of the above-captioned bonds (the "**Bonds**") issued by the Travis County Housing Finance Corporation (the "**Issuer**") pursuant to a Trust Indenture dated as of June 1, 1996 between the Issuer and Chase Bank of Texas, National Association (now succeeded in interest by The Bank of New York Trust Company, N.A.) as trustee (the "**Trustee**") as amended (the "**Indenture**"). The Issuer loaned the proceeds of the Bonds to Consolidated Apartment Ventures, L.P. ("**Consolidated**") pursuant to a Financing Agreement

dated as of June 1, 1996 (the "**Financing Agreement**") between the Issuer and Consolidated (now succeeded in interest by TXCGL Properties, L.P., the "**Seller**"). In connection with the issuance of the original bonds which financed the Project, the Issuer and Great Hills-2 Partners, Ltd. entered into that Declaration of Restrictive Covenants dated as of April 1, 1983, as amended by that First Amendment to Declaration of Restrictive Covenants dated as of January 1, 1989 and that Second Amendment to and Restatement of Declaration of Restrictive Covenants dated as of June 1, 1996 (together the "**Regulatory Agreement**") in order to preserve the tax exempt status of interest on the Bonds for federal income tax purposes.

On the date hereof, the Seller, has conveyed its entire right, title and interest in the Project to the Purchaser pursuant to the terms of a Purchase and Sale Agreement dated May 28, 2008 (the "**Purchase and Sale Agreement**"). Pursuant to an Assumption Agreement and Consent dated the date hereof (the "**Assumption Agreement**"), the Purchaser has assumed all of the Seller's obligations under the Financing Agreement. The Issuer has requested delivery of an opinion of counsel to the Purchaser that the Assumption Agreement is enforceable and binding upon the Purchaser.

In rendering the opinion expressed below, we have examined:

1. the Purchase and Sale Agreement;

2. the Assumption Agreement;

3. the Regulatory Agreement,

4. the Financing Agreement;

5. Promissory Note dated June 1, 1996, in the original principal amount of $10,310,000, made by Consolidated in favor of Issuer (the "**Note**");

6. Amended and Restated Deed of Trust (With Security Agreement and Assignment of Rents and Leases) and Amendment to Documents dated June 1, 1996, by Consolidated, as grantor, to Robert C. Feldman, as trustee (the "**Deed of Trust**");

7. Hazardous Substances Indemnity Agreement dated June 1, 1996, executed by Consolidated in favor of Issuer (the "**Environmental Indemnity Agreement**");

8. a Certificate of Formation of Purchaser from the Secretary of State of Delaware dated __, 2008;

9. a Certificate of Existence/Good Standing of Purchaser from the Secretary of State of Delaware dated June 2, 2008 (the "**Delaware Certificate of Good Standing**");

10. Limited Partnership Agreement of Purchaser dated _____, 2008;

11. a Certificate of Authority of Purchaser issued by the Secretary of State of Texas dated _____, 2008 (the "**Certificate of Authority**");

12. a Certificate of Account Status of Purchaser issued by the Comptroller of Public Accounts dated _____, 2008 (the "**Texas Certificate of Good Standing**"); and

13. and all other agreements, consents and other materials as we have deemed necessary to render such opinion.

The Assumption Agreement, the Regulatory Agreement, the Financing Agreement, the Note, the Deed of Trust and the Environmental Indemnity Agreement are collectively referred to herein as the "**Loan Documents**".

In addition, we have reviewed such documents, instruments and certificates, including, without limitation, that certain Certificate of Purchaser attached hereto as Exhibit A and incorporated herein by reference (the "**Purchaser Certificate**"), made such investigations of fact, examined such questions of law, and done such other things as we have deemed necessary in order to render this opinion. As to matters of fact material to our opinion, we have relied solely upon the information in the Purchaser's Certificate and the representations and warranties contained in the Financing Agreement and Regulatory Agreement and Loan Documents we have not conducted any independent examination, inquiry or investigation in respect of such matters.

ASSUMPTIONS

Additionally, we have assumed the following:

1. The genuineness of all signatures of all parties (such parties, other than Purchaser, being the "**Other Parties**") to the Indenture and all Loan Documents, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies, with the exception of any such documents.

2. That each of the Other Parties is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation and has full power and authority to execute, deliver and perform its obligations under, and engage in the transactions contemplated by the Indenture and Loan Documents to which it is a party, that the execution, delivery and performance of each of the Indenture and Loan Documents has been duly authorized by each of the Other Parties thereto, that the Indenture and the Loan Documents have been duly executed, acknowledged (where appropriate) and delivered by each of the Other Parties, and that each of the Indenture and Loan Documents constitute a valid and legally binding obligation of each of the parties thereto enforceable against such Other Parties in accordance with its terms.

3. That each grantor, transferor, assignor, lessor and mortgagor under the Indenture and the Loan Documents had sufficient title to make the conveyances, assignments, leases and grants purported or intended to be made thereby.

4. That the representations and warranties as to factual matters contained in the Indenture and the Loan Documents are true and correct.

5. That all obligations under the Indenture and the Loan Documents to the extent required thereunder have been performed by the Other Parties, and thereafter will be performed by all parties, strictly in accordance with the terms thereof, to the extent that such performance affects the opinions herein expressed.

6. The receipt by Purchaser of the consideration provided for in the Loan Documents.

7. Each individual executing the Indenture and the Loan Documents had sufficient legal capacity to execute such documents and perform their obligations thereunder.

8. That there has been no mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

9. That all of the obligations of all parties under the Indenture and the Loan Documents (other than the Purchaser with respect to the Assumption Agreement) and any and all other underlying documents relating to the Indenture and the Loan Documents are the legal, valid and binding obligations of such parties, enforceable in accordance with their respective terms.

OPINION

Based on the foregoing and in reliance thereon, we are of the opinion that:

1. Based solely upon our examination of the Delaware Certificate of Good Standing, Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware. Based solely upon our examination of the Texas Certificate of Good Standing and the Certificate of Authority, Purchaser has qualified to transact business in the State of Texas.

2. The Purchaser has duly executed and delivered the Assumption Agreement and, to the extent set forth in the Assumption Agreement, assumed the obligations of the Seller under the Loan Documents accruing from and after the date hereof, and the Assumption Agreement is the legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited as set forth below.

QUALIFICATIONS AND LIMITATIONS

The opinions set out above regarding the enforceability of the Assumption Agreement and Financing Agreement are qualified as follows:

1. We have made no examination and express no opinion whatsoever as to (a) the title to or estate in any of the rights, titles and interests in property intended to be subject to, covered by or transferred or conveyed by the Assumption Agreement, Deed of Trust or Financing Agreement, or, as to the existence of any liens or security interests thereon, (b) the accuracy or correctness of the description of any property or interest contained or referenced to in any exhibit, schedule or legal description incorporated in or attached or to be attached to the Assumption Agreement or Financing Agreement, (c) the value of any security provided for the payment of the obligations, or (d) the financial ability of any party to the Assumption Agreement or Financing Agreement to meet its obligations thereunder.

2. We have made no examination and express no opinion whatsoever as to the priority or rank of any lien or security interest under the Assumption Agreement, the Deed of Trust or Financing Agreement.

3. We express no opinion herein with respect to the commercial reasonableness of any sale or other disposition of any collateral securing obligations under the Financing Agreement permitted pursuant to the Assumption Agreement, Deed of Trust or Financing Agreement nor as to the adequacy of any notice agreed to therein with respect to such disposition of such collateral security.

4. Enforceability of certain provisions of the Assumption Agreement, Deed of Trust and Financing Agreement (including but not limited to provisions relating to matters set forth in the following paragraph (7)) may be limited by (a) applicable laws, court decisions and ambiguities which will not, in our opinion, materially interfere with the ultimate practical realization of the benefits and security intended to be provided thereby, except for the economic consequences of any delay that may result therefrom, and (b) applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent or preferential conveyance or transfer or other laws now or hereafter in effect affecting the rights of creditors or secured parties generally, including court decisions interpreting such laws. The remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

5. The enforceability of the Assumption Agreement is subject to and may be limited by the rights of the U.S. under the Federal Tax Lien Act of 1966, as amended.

6. Our opinions are subject to the effects of the application of the principles of equity (regardless of whether enforcement is considered in proceedings at law or in equity) in regard to covenants or provisions in agreements where (a) the breach of such covenants or

provisions imposes restrictions or burdens and it cannot be demonstrated that the enforcement of such restrictions or burdens is reasonably necessary for Issuer's protection, or (b) Issuer's enforcement of such covenants or restrictions under the circumstances or in the manner requested would violate Issuer's implied covenant of good faith and fair dealing under the Texas Business and Commerce Code, as amended (the "**Code**") or otherwise, or would be commercially unreasonable.

7. We express no opinions herein as to the validity or enforceability of (a) any nonjudicial foreclosure or self-help remedies provided for in the Assumption Agreement, Deed of Trust or Financing Agreement (except to the extent available pursuant to and in accordance with the provisions of Section 51.002 of the Texas Property Code and Chapter 9 of the Code), (b) any nonjudicial foreclosure remedies provided for in the Financing Agreement or Deed of Trust which permits the exercise of such remedies without the prior acceleration of the indebtedness evidenced by the Note, (c) any provisions purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any illegal, wrongful or negligent act or omission of such party, (d) any provisions that purport to restrict access to or waive remedies or defenses, to waive any rights to notices or to establish evidentiary standards, (e) any provisions relating to liquidated damages, waivers, registration rights, suretyship defenses, subrogation rights, delays or omissions of enforcement of rights or remedies, ratification of future acts, severability, consent judgments, summary proceedings, marshaling of assets or sales in inverse order of alienation, (f) any provisions purporting to irrevocably appoint attorneys in fact or other agents, (g) any provisions purporting to restrict the alienation of real property, (h) any provisions that relate to submissions to jurisdiction, waivers or ratifications of future acts, the rights of third parties or transferability of assets which by their nature are nontransferable, (i) any provisions that purport to create the right to exclude either Purchaser from possession of the property described in the Financing Agreement and Deed of Trust prior to the time lawful possession is obtained through foreclosure proceedings or other lawful means, or the right to the appointment of a receiver to the extent that the appointment of a receiver is governed by applicable statutory requirements and to the extent that such provisions are not in compliance with such statutory requirements, (j) any provisions that contain any agreement to agree, (k) provisions, if any, that purport to negate or control over present or future laws which are contrary to such provisions, or (l) any provisions of the Loan Documents purporting to prohibit or limit transferability of the property securing the payment of the Note, allowing the Note to be declared due and payable upon any such transfer or imposing a prepayment premium upon such transfer.

8. We express no opinion as to the specific remedy that any court or other authority or body might grant in connection with the enforcement of rights under the Assumption Agreement.

9. Certain provisions in the Financing Agreement, Deed of Trust and other Loan Documents appear to seek to indemnify or release a party from the consequences of its own

negligence. You should be aware that the Texas Supreme Court has held in *Ethyl Corp. v. Daniel Construction Company*, 725 S.W.2d 705 (Tex. 1987) that parties seeking to indemnify the indemnitee from the consequences of its own negligence must express that intent in specific terms within the four corners of the contract. In *Dresser Industries, Inc. v Page Petroleum Inc.*, 853 S.W.2d 505 (Tex. 1993), the Texas Supreme Court extended the application of the express negligence doctrine to a release of a party in advance from the consequences of that party's own negligence and further held that the expression of intent required to satisfy the express negligence doctrine in both releases and indemnities must express that intent in specific terms within the four corners of the document, and that the language must be conspicuous. Therefore, indemnity and release provisions in the Loan Documents which are held not to expressly or adequately or conspicuously state this intent will be limited by this rule.

10. The enforceability of any "Dragnet," "Mother Hubbard," "other indebtedness" or "security for future advances" provisions contained in the Assumption Agreement and Financing Agreement is subject to the assumption that any indebtedness to be secured by such provisions was within the contemplation of Purchaser and Issuer at the time the Loan Documents were executed.

11. We express no opinion regarding the availability of the remedies contained in the Financing Agreement or Deed of Trust regarding assignments of rents without Issuer becoming a mortgagee-in-possession of the real property. We note, however, that there is authority in Texas case law that if the contractual assignment of rents given in connection with a non-recourse loan expressly grants a present, absolute assignment of rentals, conditional only on default, the lender is not required to become legal owner of the property prior to exercising its rights against the rents following a default. See *Taylor v. Brennan*, 621 S.W.2d 592 (Tex. 1981).

12. We advise you that Section 11.008 of the Texas Property Code requires the following notice on the first page of all deeds, mortgages or deeds of trust in 12-point bold faced type: "**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE NUMBER**".

13. Other than the enforceability opinion with respect to the Assumption Agreement (as limited by the qualifications and limitations contained herein), we express no opinion as to the enforceability or unenforceability of the Indenture, the Regulatory Agreement, the Financing Agreement or any of the other Loan Documents.

14. We advise you that Section 26.02(e) of the Code requires the following notice on all agreements involving a loan of more than $50,000 in value: "**THE LOAN INSTRUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ORAL AGREEMENTS OF THE PARTIES, WHETHER MADE**

BEFORE, ON, OR AFTER THE DATE OF THIS NOTICE AND AGREEMENT. THERE ARE NO *UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES*."

15. We express no opinion regarding usury.

16. The use of the words "to our knowledge," "known to us," "to our actual knowledge," or similar words means that during the course of our representation of Purchaser as described herein, no information has come to the attention of the attorneys involved in the transaction described herein which gave such attorneys actual knowledge of the existence of the matters so qualified. Except as set forth herein, we have not undertaken any investigation to determine the existence or status of such matters, nor have we made any independent investigations as to the accuracy or completeness of any representation, warranties, data or other information, written or oral, made or furnished by Purchaser to us or to Issuer.

17. We are members of the State Bar of Texas. This opinion relates only to the laws of Texas or the United States of America and, with respect to the first sentence of Opinion 1 above, the statutory partnership laws of the State of Delaware as currently in effect (but not as to any Delaware caselaw), and we express no opinion with regard to any matters that may be governed or affected by the laws of any other state or jurisdiction.

The opinions expressed herein are solely for the benefit of you, your counsel, and your successors and/or assigns, in connection with the consummation of the transactions contemplated by the Assumption Agreement and may not be used or relied upon by any other person or entity or for any other purpose whatsoever. The opinions expressed herein are as of the date first set forth above, and we do not assume or undertake any responsibility or obligation to supplement or update such opinions to reflect any facts or circumstances which may hereafter come to our attention or any changes in law which may hereafter occur.

Respectfully Submitted,

Andrews Kurth LLP

07698-02752-02585

DAL:707320.4

EXHIBIT A

CERTIFICATE OF IBK ARBORETUM, LP

_____, 2008

In connection with the opinion dated as of the date hereof (the "*Opinion*"), to be delivered to **TRAVIS COUNTY HOUSING FINANCING CORPORATION** ("*Issuer*") and **THE BANK OF NEW YORK TRUST COMPANY, N.A.** ("*Trustee*") by Andrews Kurth LLP, in connection with the assumption of (i) the Bonds, (ii) the Assumption Agreement, (iii) the Regulatory Agreement, and (iv) the Financing Agreement (collectively, the "*Assumption*") by **IBK ARBORETUM, LP**, a Delaware limited partnership ("*Purchaser*"), the undersigned general partner and limited partner of Purchaser, do hereby certify for Purchaser as follows (capitalized terms used herein and not otherwise defined herein shall have the same meaning assigned to such term in the Opinion):

(a) Purchaser has all requisite power and authority to own the Project and to enter into, execute and deliver the Assumption Agreement and Purchase and Sale Agreement and to perform all of its obligations under the Assumption Agreement, Purchase and Sale Agreement, Financing Agreement and Regulatory Agreement and other "Loan Documents" set forth in the Assumption Agreement.

(b) Purchaser has duly executed and delivered the Assumption Agreement and Purchase and Sale Agreement pursuant to all requisite authority, and the persons or entities signing such Assumption Agreement and Purchase and Sale Agreement on behalf of Purchaser are duly authorized to do so.

(c) The execution and delivery by Purchaser of the Assumption Agreement and Purchase and Sale Agreement do not, and if Purchaser were to perform its obligations under the Assumption Agreement, Purchase and Sale Agreement, Regulatory Agreement and Financing Agreement and other "Loan Documents" set forth in the Assumption Agreement, such performance would not result in any: (i) violation of its organizational documents; (ii) violation of any existing federal or state constitution, statute, regulation, rule, order or law to which Purchaser or the Project are subject; (iii) breach of or a default under any material written agreement entered into by Purchaser; or (iv) violation of any judicial or administrative decree, writ, judgment or order to which Purchaser or the Project are subject.

(d) There is no litigation or other proceeding against Purchaser or the Project pending or overtly threatened, by written communication to Purchaser that might reasonably result in a material adverse change in the financial condition of Purchaser or its ability to legally perform its obligations

under the Assumption Agreement, Purchase and Sale Agreement, Regulatory Agreement and Financing Agreement and other "Loan Documents" set forth in the Assumption Agreement.

(e) There are no outstanding judgments against or bankruptcy proceedings involving Purchaser.

(f) The factual representations made by or on behalf of the Purchaser in the Assumption Agreement and Purchase and Sale Agreement are accurate and complete and do not omit to state any material fact necessary to make the factual representations contained therein not misleading.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date set forth above.

IBK ARBORETUM GP, LLC, the General Partner of Purchaser

By: Invesco Institutional (N.A.), Inc.,
a Delaware corporation,
its Manager

By:_____
Name:_____
Title:_____

B/K REAL ESTATE FUNDS, L.P., the Limited Partner of Purchaser

By: B/K Funds GP, LLC

By:_____
John Krieg, President