

08 MAY 28 AM 9:29 6/17
Travis County Commissioners Court Agenda Request

Voting Session 6/3/2008 Work Session _____

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

B. Requested Text: Approve setting a public hearing date on June 17, 2008 to receive comments regarding request for proposed street name assignment for an unnamed private access easement off Haynie Flat Road to "Haynie Creek Lane", 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 (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

Austin American Statesman
Gayla Dembkowski - 854-9383 Jaime Garcia - Sign Shop
Don Ward - 854-9383 Steve Clamons - fax 974-3337

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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

Travis County Commissioners' Court Agenda Request

Meeting Date: June 17, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN 12 PM 1:22

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.

Travis County Commissioners' Court Agenda Request

Meeting Date: June 17, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

APPROVE PROCLAMATION RECOGNIZING THE 19TH ANNUAL "JUNETEENTH – EMANCIPATION DAY" CELEBRATION TO BE HELD ON WEDNESDAY, JUNE 18, 2008.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
08 JUN 12 PM 1:14

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.

**There are no
budget
amendments
and transfers
this week.**

5 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED OFFICE

Please consider the following item for:
6-17-08

08 JUN '08 PM 3:07

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 National Institute of Corrections for a one time award to fund Offender Workforce Development Training Program in Criminal Justice Planning.
- b) Approve grant application to the Texas Historical Commission for a Cultural Resources survey of rural properties in Northeast Travis County.
- c) Approve grant application to the Office of Juvenile Justice and Delinquency Prevention for Juvenile Probation Department and partners to develop local and regional mentoring programs.

Approved by:

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
 FY 2008

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
Applications								
a	55 Offender Workforce Development Specialist Training Program	9/15/2008 - 3/15/2010	\$25,000.00				1	10
b	17 A Cultural Resources Survey of Rural Properties in Northeast Travis County	10/1/2008 - 5/31/2010	\$5,000	\$5,000			1	27
c	45 Strengthening Youth Mentoring Through Community Partnerships	10/1/2008 - 9/30/2011	\$500,000				1	36

Notes:

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

FY 2008 Grants Summary Report

Outstanding Grant Applications

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

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval
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	C.APCOG FY08 Solid Waste Enforcement Grant	\$ 31,356				1/2/2008
45	Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/In-Home Family Services Grant	\$ 177,686	\$ 19,743		0.25	1/29/2008
45	Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,889	\$ 8,988		1.5	1/29/2008
45	Victims of Crime Act (VOCA)	\$ 24,906	\$ 6,227		0.5	1/29/2008
40	Supervised Visitation and Safe Exchange Grant	\$ 133,333				2/12/2008
19	Underage Drinking Prevention Program	\$ 177,976	\$ 107,282		3	2/12/2008
23	Project Safe Neighborhoods	\$ 2,500				2/12/2008
24	Drug Diversion Court	\$ 188,474			1	2/19/2008
19	Family Violence Accelerated Prosecution Program	\$ 90,000	\$48,462		2	2/26/2008
37	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$ 19,997	\$3,816			3/4/2008

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

45	Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE)	\$	200,000	\$50,434		1.5	4/29/2008
49	TCEQ LIRAP Local Initiative Projects	\$	373,217	\$373,217			5/6/2008
58	2008 Phase XXVI Emergency Food and Shelter Program #08104	\$	101,533				5/6/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25		5/6/2008
58	RSVP	\$	61,281		0.5		5/6/2008
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
37	Target - Law Enforcement Grant			\$2,000			6/10/2008
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$	28,653				6/10/2008
Total Outstanding		\$	56,581,893	\$ 2,918,512		\$65,000	52.25

FY 2008 Grants Approved by Commissioners Court

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

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

49	Travis Co. East Metropolitan Park, TPWD Project #50 00338-Amendment	\$500,000	\$500,000	\$500,000	2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980		3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424		0.25	4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000		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

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		\$ 2,088,021			5/6/2008
	3					
Total Outstanding		\$ 1,219,572	\$ 2,125,693	\$ -	1.00	

* Original Grant Column shows Beginning FY'08 Amount

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FY 2008 Grants Summary Report

Permission to Continue

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

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

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

GRANT SUMMARY SHEET

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

Department/Division:	Criminal Justice Planning/55
Contact Person:	Roger Jefferies
Title:	Criminal Justice Planning Department Head
Phone Number:	(512) 854-4759

Grant Title:	Offender Workforce Development Specialist Training Program		
Grant Period:	From: 9/15/08	To: 3/15/10	
Grantor:	National Institute of Corrections (NIC)		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
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Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>
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Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>
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Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	0	0	0	0	0
Operating:	\$25,000	0	0	0	0	\$25,000
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	\$25,000	0	0	0	0	\$25,000
FTEs:	0	0	0	0	0	0

Performance Measures	Projected FY08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/08	6/30/08	9/30/08	
Internal CJP Measures						
# of referral rec'd by OWDS partners	n/a	n/a	75	130	280	700
# of referrals placed in to jobs by OWDS partners	n/a	n/a	20	35	95	240
# of OWDS partners by end of fiscal year	n/a	n/a	10	10	10	46

Auditor's Office Contract Approval: <input type="checkbox"/>	Staff Initials: _____
---	-----------------------

Auditor's Office Comments:

PBO Recommendation:

This grant is a one time award of funds with no match or continuing obligation to the county. PBO recommends approval of this grant application.

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 a current program?

The National Institute of Corrections has offered to provide a one-time \$25,000 grant to Travis County to train a cohort of 36 community members in two separate training sessions in 2009 in Travis County with the purpose of certifying them to become Offender Workforce Development Specialists (OWDS).

OWDS certification training was initially provided to Travis County by NIC as the first phase of a two-phase program development process begun in 2007. The first phase of the process was training a ten-person Travis County team to become certified as OWDS. This was accomplished at three (3) one-week training sessions in Tampa, Florida in 2007 at no expense to the county.

The goal for the second phase of program, and the purpose for this grant, is to have the local ten-person team train an additional 36 community members in Travis County in the same OWDS curriculum. The proposed training will result in a total of 46 local partners in Travis County who are certified to assist ex-offenders with obtaining and maintaining employment.

This NIC grant funding will enhance the existing Travis County Ex-Offender Workforce Development program by providing additional manpower to help ex-offenders in our community obtain employment.

2. Departmental Resource Commitment:

What are the long term County funding requirements of the grant?

There are no long term funding requirements.

3. County Commitment to the Grant:

Is a county match required? If so, how does the department propose to fund the grant match?

There is no required match for this grant funding.

4. Indirect Cost Allocation:

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

This grant has no indirect cost allocation.

5. County Commitment to the Program:

Upon discontinuation of grant by grantor will the program, 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.

This one time NIC funding will not impact the continuation of the Offender Workforce Development Program in Travis County. No additional funding will be needed nor requested for this training project.

6. New Program?

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

This is not a new program. The training is one-time funding to complete the Travis County requirement to train local OWDS trainers, increasing Travis County's capacity to assist ex-offenders in obtaining employment.

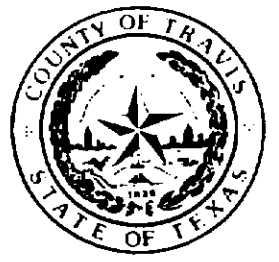
7. Explain how this program will affect current operations.

Please tie the performance measures for this program back to the critical performance measures for your department or office.

We are anticipating that with the additional OWDS partners, the program can increase the annual number of employment related referrals from 700 to 2,760, and the number of job placements from 240 to over 1,104 annually. This increase is expected following the training and deployment of the 36 new partners in mid-FY 09.


CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

To: Planning and Budget Office

From: Roger Jefferies 

Date: June 10, 2008

Subject: Offender Workforce Development Specialist Training
Grant Application to National Institute of Corrections

Attached is the Grant Summary Worksheet and backup documentation required by PBO in order to place the request for the National Institute of Corrections grant on the Commissioners Court's agenda. The NIC has agreed to pay \$25,000 for the expense of training 36 Offender Workforce Development Specialists here in Travis County. The backup consists of NIC's Cooperative Agreement narrative, with the template being provided by the NIC. Upon award of the grant, we have agreed to host a training site for up to 36 people at two separate trainings in 2009. NIC has requested that the Cooperative Agreement be sent to them by June 20, 2008, so we are seeking to have this item placed on the June 17th Commissioners Court agenda. Thanks for your attention to this matter. Please contact me if you have any questions.

**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approval No 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED June 6, 2008	Applicant Identifier
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name Travis County, Texas	Organizational Unit: Criminal Justice Planning Department
Address (give city, county, State, and zip code): 5501 Airport Blvd., Ste 203A Austin, TX 78751	Name and telephone number of person to be contacted on matters involving this application (give area code) Mary E. Moran, OWDS (512) 854-6497

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
 74 -- 6000192

7. TYPE OF APPLICANT: (enter appropriate letter in box) B

A. State	H. Independent School Dist.
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organization
G. Special District	N. Other (Specify) _____

8. TYPE OF APPLICATION:

New Continuation Revision

If Revision, enter appropriate letter(s) in box(es)

A. Increase Award B. Decrease Award C. Increase Duration
 D. Decrease Duration Other (specify): _____

9. NAME OF FEDERAL AGENCY:
 National Institute of Corrections

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
 16 -- 601
 TITLE Training/County Staff Development

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
 Offender Workforce Development Specialist Training

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):
 County

13. PROPOSED PROJECT **14. CONGRESSIONAL DISTRICTS OF:**

Start Date 9/15/08	Ending Date 3/15/10	a. Applicant 1-3	b. Project 1-3
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15. ESTIMATED FUNDING:

a. Federal	\$	25,000.00
b. Applicant	\$.00
c. State	\$.00
d. Local	\$.00
e. Other	\$.00
f. Program Income	\$.00
g. TOTAL	\$	25,000.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON.
 DATE _____

b. No PROGRAM IS NOT COVERED BY E O 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 Yes If "Yes," attach an explanation. No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative Samuel T. Biscoe	b. Title County Judge	c. Telephone Number
d. Signature of Authorized Representative		e. Date Signed

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Standard Form 424 (Rev 7-97)
 Prescribed by OMB Circular A-102

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Training	16.601	\$	\$	\$ 25,000.00	\$	\$ 25,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 25,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$ 0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies		24,250.00			24,250.00
f. Contractual		750.00			750.00
g. Construction					0.00
h. Other					0.00
i. Total Direct Charges (sum of 6a-6h)		25,000.00	0.00		25,000.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$	\$ 25,000.00	\$ 0.00	\$	\$ 25,000.00
7. Program Income	\$	\$	\$	\$	\$ 0.00

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

2

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$ 0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 25,000.00	\$	\$ 25,000.00	\$	\$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 25,000.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: _____

22. Indirect Charges: _____

23. Remarks: _____



**U.S. DEPARTMENT OF JUSTICE- FBOP
NATIONAL INSTITUTE OF CORRECTIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. 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 applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any 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;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

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-

A The applicant certifies that it and its principals:

(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;

(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

B. 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.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER
THAN INDIVIDUALS)**

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-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the awardee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace.

(2) The awardee's policy of maintaining a drug-free workplace.

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will-

(1) Abide by the terms of the statement; and

(2) 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;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, National Institute of Corrections (NIC), 320 First Street, NW, Room 5007, Washington, D.C. 20534. Notice shall include the identification number(s) of each affected cooperative agreement;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) 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

(2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e), and (f).

B. The awardee may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (AWARDEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for awardees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the cooperative agreement; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any cooperative agreement activity, I certifying will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, NIC, 320 First Street, NW, Room 5007, Washington, D.C. 20534

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Applicant Name and Address: _____

2. Application Number and/or Project Name _____

3. Applicant IRS/Vendor Number _____

4. Typed Name and Title of Authorized Representative _____

5. Signature _____

6. Date _____

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE County Judge
APPLICANT ORGANIZATION Travis County Texas	DATE SUBMITTED June 6, 2008

Standard Form 424B (Rev. 7-97) Back

**Morris L. Thigpen
National Institute of Corrections
320 First Street NW, Room 5007
Washington, DC 20534**

Dear Dr. Thigpen:

Please accept this application for a Cooperative Agreement between Travis County and the National Institute of Corrections (NIC) to provide Offender Workforce Development Specialist (OWDS) training to selected correctional staff and staff from our community partner agencies.

Travis County's Offender Workforce Program is focused on finding sustainable and career path employment for ex-offenders in our community, which match with the concepts taught in the OWDS curriculum. The Offender Workforce Program would greatly benefit from a partnership with NIC, which would also substantially improve our resources to connect our county staff, probation and parole staff, and those agencies outside the corrections agency to better meet the employability needs of ex-offenders.

The Criminal Justice Planning Department will be monitoring the grant. Mary E. Moran will serve as the Department's representative for the Cooperative Agreement. If there are any questions, you may contact Ms. Moran at (512) 854-6497 or e-mail her at mary.moran@co.travis.tx.us.

Thank you for your consideration of this application. We look forward to a very successful and cooperative partnership.

Sincerely,

**Samuel T. Biscoe
County Judge**

**Letter of Intent and Grant Proposal to National Institute of Corrections
for Travis County Offender Workforce Development Program Training**

Submitted: June 18, 2008

Mission Statement

Travis County is committed to providing a quality, effective workforce development program to assist ex-offenders in our community with finding and retaining jobs and becoming responsible members of their families, workforce, and the Travis County.

Partnership Narrative

In June 2007, Travis County Criminal Justice Planning was invited by the National Institute of Corrections (NIC) to form a 12-member team representing Travis County. This team participated in the Offender Workforce Development Specialist (OWDS) training program which targets individuals who are interested in working with ex-offenders with employment, job retention, and career development.

The first phase of this training led the team to become Certified Offender Workforce Development Specialists at sessions in Tampa, Florida in 2007. The second phase, which is the purpose of this application, is to enter into a cooperative agreement with NIC to conduct a similar training in Travis County. NIC has agreed to fund this training with a grant award in the amount of \$25,000 to the county.

By entering into this cooperative agreement with NIC, the OWDS team will be able to expand the number of community partners trained to assist ex-offenders with entering the workforce. Thirty-six new team members, in a variety of criminal justice, social service and employment professions, will become certified to help offer sustainable employment, job readiness services and job retention skills to ex-offenders.

The Travis County Offender Workforce Development Program is designed to enhance the employability of ex-offenders by working with partnering agencies to eliminate barriers to employment, build long term partnerships with community service providers, and to develop sustainable employment opportunities with local businesses and the local workforce agency (Work Force Solution Capital Area).

The additional NIC OWDS training and resources will enable the existing ten-member Travis County OWDS team and the new proposed 36 OWDS trainees to link networks of partnering agencies existing in Travis County to increase employment and reduce the recidivism rate while improving the quality of life of ex-offenders and their families.

If approved for the cooperative agreement, the intention of the Travis County OWDS team is to provide two separate intensive training sessions for up to thirty-six professionals in corrections, employment, and related fields no later than March, 2010. Funds from the grant will be used to purchase the curriculum from the National Career Development Association (NCDA), obtain a

facilitator and provide supplies. Those successfully completing the training and testing will be certified as Global Career Development Facilitators (GCDF) by the National Board of Certified Counselors, Center on Credentialing and Education (CCE).

Roles and Responsibilities

As outlined in the Administrative Overview Handbook for the Offender Workforce Development Specialist Partnership Training, the Travis County Criminal Justice Planning Department understands the roles and responsibilities of NIC and the Travis County OWDS team. These roles and responsibilities were taken into account prior to submitting an application for the cooperative agreement and are highlighted below:

National Institute of Corrections Responsibilities -

1. To provide funding, not to exceed \$25,000, to the Criminal Justice Planning Department, through a cooperative agreement for the use in meeting the cost of developing an OWDS training that meets all course requirements.
2. To provide an Offender Workforce Development Specialist – Instructor (OWDS-I) on-site during the first training and to provide OWDS Training Performance Evaluations.
3. To provide technical assistance in the development of plans and strategies for the provision of OWDS training.
4. To assist in meeting Global Career Development Facilitators (GCDF) certification requirements by providing on-site monitoring for one of the OWDS training classes.
5. To facilitate the application process to the National Board of Certified Counselors and Center on Credentialing and Education (CCE) for consideration of the GCDF certification.
6. To make available for duplication, OWDS training materials which include posters, pre- and post-tests, quizzes PowerPoint presentations and videos. Copyrighted materials must be purchased through NCDA, funded through the grant.
7. To provide the appropriate certificates of completion as applicable during the period of the cooperative agreement.
8. To provide a list service and web page for the purpose of providing current information to OWDS training partners.
9. To provide ongoing information to ensure the curriculum training materials are current.
10. To provide “Master Trainer” consultation services to the Travis County OWDS team as requested by NCDA.

Travis County OWDS Team Responsibilities -

1. To designate a site coordinator who will facilitate the program locally and be present throughout the program’s activities.
2. Three months prior to the training, submit to the National Board of Certified Counselors and Center on Credentialing and Education (CCE) the OWDS curriculum and agenda for the training requirements for trainee certification as GCDF.
3. To develop a performance evaluation for conducting an OWDS training.

4. To support NIC's efforts by evaluating its training and provide requested data and information relative to each trainee's knowledge, performance, and impact on the services provided by the Travis County OWDS Team.
5. To collaborate with other agencies providing offender employment services.
6. To provide a strategic plan within 90 days of grant award, for the provision of OWDS training to a minimum of 36 trainees over an 18-month period.
7. To provide appropriate training equipment, facilities, and materials. The training facility will have a large main training room (1200 square feet minimum) and at least two adjacent or nearby breakout rooms (400 square feet minimum each).
8. To provide all necessary support services, including registrar services, processing applications, registration, trainee medical forms and the documentation of the trainee's completion.
9. To duplicate, as necessary, training materials to include posters, pre and post tests, quizzes, PowerPoint presentations, and videos.
10. To select trainees based on their ability to meet GCDF certification requirements or professional certification.
11. To ensure trainees attend training sessions and accommodate those that who may need to make-up study sessions.
12. To strictly adhere to the OWDS curriculum approved by the National Board of Certified Counselors, Center on Credentialing and Education, for use by NIC Training Partners that meet the minimum requirements for GCDF trainee certification.
13. To fully support the completion of all pre and post practicum and out of class assignments, and evaluation instruments used by the participants.
14. To encourage and support trainee certifications as GCDF through the National Board of Certified Counselors, Center on Credentialing and Education, Inc.
15. To support trainee applications of abilities, knowledge, and skills as an OWDS.
16. To ensure that tests and quizzes will be kept locked and secure by the Travis County Criminal Justice Planning Department.

Proposed Methodology

There are currently ten (10) certified instructors from Travis County representing the Texas Department of Criminal Justice (TDCJ), Federal Probation, Network for Life (a faith-based transitional housing program), Goodwill (local non-profit), Capital Idea (local non-profit), Work Force Solutions Capital Area, A New Entry (a faith-based employment program), and the City of Austin. All have successfully completed the 180-hour OWDS training. The team is committed to participating in the OWDS training for which Travis County is applying.

Based on the applicant's biography sheets and resume, the training team will select up to thirty-six participants for two separate OWDS trainings. All selected applicants will meet the criteria set forth by NIC. Ideally, it is expected that the participants will have a master's degree in counseling or a related field or a bachelor's degree and five years experience in the area of employment, rehabilitative services, or workforce development. Paraprofessionals from our partners that may not be degreed but are continuing to build upon their education, knowledge and skills will be considered.

The first OWDS training will take place within two (2) one-week time frames and one (1) two-day session starting in March 2009. The second training will be similarly structured and will follow later in the summer. Each session is four weeks apart to allow the group time to complete their follow-up assignments. Training will take place at a central location in Travis County for the convenience of the trainees who may commute.

As a result of the trainings, thirty-six new OWDS will have the knowledge to assist the ex-offender population with employment services and opportunities. The chart includes the estimated target numbers for referrals and job placements we anticipate on an annual basis from these newly certified OWDS, plus the existing team of 10 members, which should be significantly higher than the current targets for FY 09:

Annualized Targeted Performance Output Following Training

# of OWDS team members at end of FY 09	46
Annual # of referrals received by OWDS partners (after full complement of partners is deployed)	2,760
Annual # of referrals placed in to jobs by OWDS partners (after full complement of partners is deployed)	1,104

Proposed Budget*

Item	Estimated Cost	Justification
NIC Instructor Manuals	\$600.00	10 @ \$60.00
Copying & binding for NIC participant manuals	\$1,850.00	37 @ \$50.00
Supplemental NIC materials for participants	\$6,660.00	37 @ \$180.00
NIC Assessment Packets	\$11,100.00	37 @ \$300.00
Copying and binding for follow-up assignments	\$3,700.00	37 @ \$100.00
Contract for Facilitator	\$750.00	1 NIC staff facilitator @ \$750.00
Office Supplies	\$340.00	To be used by facilitators
Total	\$25,000.00	

* All budget numbers were developed with assistance from NIC; based on 36 trainees and one extra copy of all materials.

Conclusion

The Travis County OWDS Team plans to utilize this \$25,000 award to fund training in Travis County to enhance the knowledge and skills of community partners on how to assist ex-offenders with finding jobs and with understanding the programs and services available to ex-offenders and employers in Travis County. We anticipate that the addition of these partners will result in a significant increase in the number of ex-offenders who find and retain employment.

GRANT SUMMARY SHEET

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

Department/Division:	Historical Commission
Contact Person:	Barry Hutcheson
Title:	Chair, Travis County Historical Commission
Phone Number:	512-892-4938

Grant Title:	A Cultural Resources Survey of Rural Properties in Northeast Travis County			
Grant Period:	From:	10/1/2008	To:	5/31/2010
Grantor:	National Park Service, with coordination through the Texas Historical Commission			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	5,000			3,500	1,500	10,000
Capital Equipment:						0
Indirect Costs:						0
Total:	5,000	0	0	3,500	1,500	10,000
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Historical Resources Survey		1				1
Measures For Grant						

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

PBO Recommendation:

This is a grant application for a historical survey of Northeast Travis County. This grant requires a \$3,500 cash match. Upon approval of this application by Commissioners Court, PBO will add one time funding of \$3,500 to the FY09 Historical Commission Preliminary Budget.

PBO recommends approval of this grant application.

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?

Travis County has been designated a Certified Local Government by the Texas Historical Commission since 2003. Part of the responsibility of the CLG is charged to develop quality programs and participate in the state's preservation process. This includes local preservation training, surveys of historic resources, preparation of preservation plans and National Register of Historic Place nominations. The majority of the grant funds for this program is supplied by the National Park Service, with distribution and supervision by the Texas Historical Commission. The Travis County Historical Commission coordinates this work through its CLG Committee.

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

This specific grant terminates with the completion of the project report. Future projects are developed on a regular basis and will require grant support from the County and/or other local sources to meet the needed match for grant funds.

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

A county match is required, funded through budget changes to the County Historical Commission.

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

Yes.

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 Travis County Historical Commission will, on occasion, request monies to match federal project grants for our Certified Local Government responsibilities.

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

This will be the third county historic resources surveys contracted for and completed under the CLG program coordinated by the Travis County Historical Commission. We anticipate additional projects in the future.

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 CLG work is encouraged and supported by the Texas Historical Commission to fulfill the historic preservation goals for Travis County and the State.

**CERTIFIED LOCAL GOVERNMENT
FISCAL YEAR 2009
PRE-APPLICATION FORM**

RECEIVED

08 JUN -9 PM 1:13

Deadline for submission is June 6, 2008 TRAVIS COUNTY
PLANNING & BUDGET OFFICE

CERTIFIED LOCAL GOVERNMENT NAME: Travis County

AUTHORIZED CONTACT: Barry Hutcheson

POSITION: Chair, Travis County Historical Commission

ADDRESS: 5803 Burrough Drive, Austin, 78745

TELEPHONE: 512-892-4938

EMAIL: bhutch1965@aol.com

CHAIR OF LOCAL REVIEW COMMISSION: Bill Hamilton, Travis County CLG Committee

ADDRESS: 2505 Bettis Boulevard, Rollingwood 78746

TELEPHONE: 512-826-2655

E-MAIL: BILLHAMILTON48@ATT.NET

POLITICAL CONTACTS:

MAYOR OR COUNTY JUDGE: County Judge Samuel T. Biscoe

COUNTY HISTORICAL COMMISSION: Barry Hutcheson, Chair

PROJECT TITLE AND DESCRIPTION:

A Cultural Resources Survey of Rural Properties in Northeast Travis County

This proposed project is aimed at documenting the historical resources in the rural area of northeast Travis County bounded by the Williamson County line on the north, State Highway 130 on the west, US Highway 290 on the south, and the Bastrop County line on the east. A previous grant project for the City of Manor pointed out the need to collect information on the rural resources in the area that might be impacted by possible future expansion by the cities of Pflugerville, Manor and Elgin.

Proposed methodology and scope of work

Contractor will survey project area to identify historic structures and sites that still maintain a high degree of historic integrity. Project documentation will include a project area map in a scale large enough to readily locate historic resources. Those selected area resources will be documented using historic structures forms provided by the Texas Historical Commission. All of the selected structures will be photographed in color and black and white formats. Rural building complexes will also be mapped, as far as possible. The project report will also include a narrative detailing the historic context for early settlement and growth in the project area and highlighting families who have a long-time connection with the area.

Local and state preservation goals

The current (February 2007) by-laws for the Travis County Historical Commission contain several duties and responsibilities that are being carried out through our Certified Local Government Committee. (See attached.)

Probable Project Personnel

Contractor - High on the list of proposed contractors for this project will be Terri Meyers, principal consultant of Preservation Central, Inc., with extensive experience with cultural resource management, preservation planning and historic properties surveys. She and her staff produced excellent reports on the two previous Travis County CLG projects. While no commitment has been made to Ms. Myers or any other potential consultants, past selection procedures of the Travis CLG would indicate that it would be our intent to select a professional consultant of at least comparable professional and performance standards as Ms. Meyers.

Professional County Resources

Travis County CLG committee members who will be available as advisors and reviewers during the project period include:

Dr. Wilson E. Dolman, Texas historian, who also has many years of historic project planning and project management experience.

Peter Flagg Maxson, architectural historian, with comprehensive knowledge of the development of architectural styles and their special regional adaptations in Texas. He has been involved with historic preservation efforts for more than 30 years.

James Robert Ward, a new committee member with real estate appraisal experience in Travis County, who has academic training in geography and anthropology.

Anticipated timeline

Approval of grant funds - November 2008

Notification of project start date – January 2009

Contract bid process – February 2009

Contract award and notice to proceed – March 2009

Initial ground survey and area – April - May 2009

Advanced research on selected sites and structures – June – July 2009

Preparation of survey results – August – September 2009

Completion of reports and presentations to the Texas Historical Commission, to local cities and to the Travis County Commissioners Court - November 2009

Intended use of material

Survey results will be filed with the cities of Pflugerville and Manor and in the Austin History Center, in addition to the project files at the Texas Historical Commission.

Resources identified in the survey that have a high degree of historic integrity will be recommended for local, state and possible national designations. The survey will provide the cities in the area with information that can help guide any future development in this section of the County, while recognizing and protecting important resources of the past. Owners of the historic resources may be able to apply for planning guidance and funding for preservation projects on their properties, as a result of being involved in this survey project.

PROPOSED GRANT AMOUNT:

ESTIMATED TOTAL COST: \$10,000 GRANT AMOUNT REQUESTED: \$5,000

APPLICANT'S CERTIFICATION: Application must be signed by legal representative CLG.

SIGNATURE: Samuel T. Boise TITLE: Travis County Judge DATE: 6-6-08

BUDGET WORKSHEET

CERTIFIED LOCAL GOVERNMENT SUBGRANTS

BUDGET ITEM	GRANT FUNDS	LOCAL CASH	LOCAL IN-KIND	TOTAL COSTS
Primary Consultant	3000	2000		5000
Secondary Consultant	1500	1000		2500
Supplies/ Equipment	400	400		800
Photographs/Printing	100	100		200
Volunteers 30 hours @ \$50			1500	1500
TOTALS	5000	3500	1500	10,000

Excerpted from
The By-Laws of the Travis County Historical Commission
Approved February 2007

ARTICLE IV. DUTIES, FUNCTIONS, AND RESPONSIBILITIES

The Commission shall perform the duties, functions, and responsibilities set forth below.

- a. **Survey.** The Commission will establish a system for the periodic review of recorded Texas Historic Landmarks, State Archeological Landmarks, or other individual historic properties or districts listed in the National Register of Historic Places and located in Travis County. The Commission should institute and carry out a continuing survey of Travis County to determine the existence of historic buildings and other historical and archeological sites, private archeological collections, important endangered properties, or other historical features within the County. The Commission should report the data collected to the Commissioners Court and the Texas Historical Commission.
- b. **Inventory.** The Commission should develop and maintain its inventory of surveyed individual properties and districts in accordance with the standards established by the Texas Historical Commission.
- c. **Regulations.** The Committee shall implement and maintain a system for the survey and inventory of historic properties, in accordance with Texas Historical Commission regulations set forth in Title 13, Texas Administrative Code, Rule 15.6, Section (f), Paragraph (4).
- d. **Review and Assessment.** The Commission should establish a system for the periodic review and assessment of the condition of designated properties in Travis County, including recorded Texas historical landmarks, state archeological landmarks, and individual historic properties or districts listed in the National Register of Historic Places. The Commission should report the results of the review and assessment to the Texas Historical Commission.
- e. **Reports and Recommendations.**
 1. In order to inform the Commissioners Court and the Texas Historical Commission of the County Historical Commission's needs and programs, the Commission shall make an annual report of its activities and recommendations to the Commissioners Court and to the Texas Historical Commission, before the end of each calendar year. The Commission may make as many other reports and recommendations as it deems necessary.
 2. The Commission shall make recommendations to the Commissioners Court and the Texas Historical Commission concerning the acquisition and designation of property, real or personal, that is of historical or archeological significance.
- f. **Historical Markers.**

1. The Commission shall review applications for official Texas historical markers to determine the accuracy, appropriateness, and completeness of the application. After research and review, each application for a historical marker will be presented to the Commission by the Research Committee, at a regularly scheduled Commission meeting, for approval by majority vote.

2. The Commission should establish a system for the periodic review, assessment and maintenance of official Texas historical markers in Travis County.

g. **Historic and Cultural Sites.** The Commission should work to promote historic and cultural sites in Travis County to develop and sustain heritage tourism.

h. **Planning.** The Commission shall work in partnership with other preservation entities in Travis County to prepare a plan for the preservation of the County's historic and cultural resources. The Commission should use the Texas Historical Commission's statewide preservation plan for guidance.

i. **Training.**

1. The Commission, with assistance from the Texas Historical Commission, shall conduct member and volunteer training.

2. The Commission should strive to be represented at informational or educational meetings sponsored by the Texas Historical Commission, at least twice each year.

j. **Education.** The Commission should strive to create Countywide awareness and appreciation of historic preservation and its benefits and uses.

k. **Contracts.** The Commission may recommend that the Commissioners Court contract with a private person for the lease or management of any County-owned real estate or structure that is designated by the Texas Historical Commission as a recorded Texas historic landmark considered worthy of preservation because of its history, culture, or architecture. The Commission will consult with the Commissioners Court regarding such contracts, which must be drafted and handled in accordance with Section 318.013 of the Local Government Code.

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Juvenile Probation
Contact Person:	Michael Williams
Title:	Sr. Financial Analyst
Phone Number:	854-7011

Grant Title:	Strengthening Youth Mentoring Through Community Partnerships		
Grant Period:	From:	10/1/2008	To: 9/30/2011
Grantor:	Office of Juvenile Justice and Delinquency Prevention		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	183,001	0	0	0	0	183,001
Operating:	307,195	0	0	0	0	307,195
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	\$9,804	0	0	0	0	9,804
Total:	500,000	0	0	0	0	500,000
FTEs:	1.00	0.00	0.00	0.00	0.00	1.00

Please note the Grant is under development and it is probable that there will be changes in the categories of expenditures, but the amount requested will not exceed \$500,000 and the County Match is \$0

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of MOUs developed between agencies and organizations.	TBD					TBD
Number of youth and/or families with whom a best/research practice was used.	TBD					TBD
Number of planning activities conducted.	TBD					TBD

Performance Measures under The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. Grant under Development.

Auditor's Office Contract Approval:

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

Juvenile Probation has requested approval to submit a grant application to the Office of Juvenile Justice and Delinquency Prevention for the department and partners to develop local and regional mentoring programs. The application is currently be prepared by the department and has not yet been reviewed by PBO or the Auditor's Office. It is being placed on the agenda at the request of the department in order for the application to be ready for Commissioners Court consideration before the application deadline of June 20th. The department has stated to PBO that the grant may last up to three years and provide \$500,000 in total resources. The grant does not require a County cash match or the program to continue after termination. An evaluation will be conducted to determine if County or other resources should be requested after grant funds are no longer available.

The department will be providing the completed application this will for review.

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?

Travis County Juvenile Probation, in conjunction with, the University of Texas Inter-American Institute, Austin Independent School District, Counsel for At Risk Youth, Southwest Key, & the Texas Youth Commission, are requesting Commissioners Court approval to pursue a grant that will assist state and local government leaders in developing community partnerships designed to foster new mentoring approaches and initiatives and the expansion of existing mentoring programs. The community partnership mentoring program will increase the capacity of local communities to implement mentoring programs through innovative cross-system collaboration among state, & local, governments along with the development of private partners.

We anticipate that this grant will award \$500,000 over a period of three years to employ one staff person and contract costs to develop a best practices mentoring model that is designed to encourage collaboration among nontraditional partners that may not have mentoring as their primary mission, but have areas of common or overlapping interest that include providing services and support to at-risk youth.

Please note that this grant is still under development. Due to the severe time constraints of the application guidelines we are seeking Commissioners Court approval to submit the grant electronically once it is completed on or before June 20,2008.

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

This grant term is for three years.

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

There is no County Match requirement under the terms of the grant.

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

An amount equal to a 2% indirect cost is included.

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

The grant does not require program continuation. An evaluation will be performed to determine the effectiveness of the program. In the event that the program has a proven benefit, the Commissioners Court, will have the opportunity to consider continued investment in the project.

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

Mentoring is an essential part of the existing programming of the department to provide a useful tool in serving the youth referred to Juvenile Probation programs.

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 department hopes that through this grant, the department will be able to enhance the community's support for existing mentoring programs as well as foster the creation of new and expanded mentoring programs.

Travis County Commissioners Court Agenda Request

08 JUN 13 AM 9:16

Please consider the following item for:

Voting Session: June 17, 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 Analyst III, Planning & 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
Luane Shull, Compensation Manager, Human Resource Management	854-9167
Carlotta Valdez Leavy, Human Resource Management Specialist	854-9167
All Elected Officials	

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

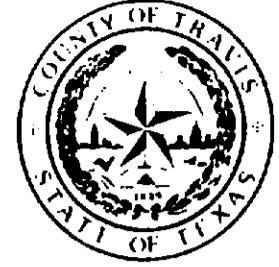
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any budget
- _____ A change in your department's personnel (reclassifications, etc.)

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.

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



311 W. 11th Street
P.O. Box 1348
Austin, Texas 78767

TO: Members of the Commissioners Court

FROM: Belinda Powell, Capital Planning Coordinator
Chris Broussard, Business Systems Consultant

Handwritten signatures of Belinda Powell and Chris Broussard.

DATE: June 12, 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. 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. Draft advertisements reflecting the increases outlined above are attached for your consideration.

Additionally, as discussed on Tuesday, June 10, 2008, PBO recommends the Commissioners Court take action to approve advertising the proposed salaries no later than June 24, 2008. As the attached calendar reflects the advertisement is scheduled to appear 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 for 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
Dana DeBeauvoir, Gillian Porter, Brenda Torrez, County Clerk's Office
Elected Officials

DRAFT AD for TRAVIS COUNTY, TEXAS

This notice of proposed salaries and allowances for Travis County elected officials during Fiscal Year 2009 is pursuant to section 152.013 of the Texas Local Government Code. A Public Hearing on the FY 2009 elected officials' salaries and allowances will be held on July 15, 2008, at 9:00 a.m. in the Travis County Commissioners Courtroom, 314 West 11th Street, Austin Texas. This ad reflects the budgeted salaries for the elected officials. All elected officials have the right to decline the salaries set for their office. All persons are invited and may participate in the hearing. Commissioners Court will then set the elected officials' salaries and allowances.

Elected Official ¹	FY 08 Budgeted Salary	Proposed % Change	Proposed \$ Change	Proposed FY 09 Salary
District Judge (State Salary) ^{2,3}	\$125,000.00	0%	\$0.00	\$125,000.00
District Judge (County)	<u>15,000.00</u>	<u>0.00%</u>	<u>0.00</u>	<u>15,000.00</u>
District Judge	\$140,000.00	0.00%	\$0.00	\$140,000.00
Court-at-Law Judge (County Salary) ⁴	\$140,026.86	0.00%	\$0.00	\$140,026.86
Probate Judge (County Salary) ⁴	\$141,026.86	0.00%	\$0.00	\$141,026.86
Probate Judge (Administrative) ⁵	<u>33,000.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>33,000.00</u>
Probate Judge	\$174,026.86	0.00%	\$0.00	\$174,026.86
Justice of the Peace 1-5 (County Salary) ⁶	\$105,000.00	0.0%	\$0.00	\$105,000.00
District Attorney (State Salary) ²	\$125,000.00	0.0%	\$0.00	\$125,000.00
District Attorney (County)	<u>32,302.00</u>	<u>3.50%</u>	<u>1,131.00</u>	<u>33,433.00</u>
District Attorney	\$157,302.00	.71%	\$1,131.00	\$158,433.00
County Attorney	\$146,366.00	3.50%	\$5,123.00	\$151,489.00
County Judge ⁷	\$105,173.00	3.50%	\$3,682.00	\$108,855.00
County Commissioner 1,2,3 ⁸ ,4	\$87,484.00	3.50%	\$3,062.00	\$90,546.00
Constable 1-4	\$82,017.00	3.50%	\$2,871.00	\$84,888.00
Constable 5	\$85,376.00	3.50%	\$2,989.00	\$88,365.00
Sheriff	\$120,749.00	3.50%	\$4,227.00	\$124,976.00
District Clerk	\$106,389.00	3.50%	\$3,724.00	\$110,113.00
County Clerk	\$106,389.00	3.50%	\$3,724.00	\$110,113.00
Tax Assessor-Collector	\$106,389.00	3.50%	\$3,724.00	\$110,113.00
County Treasurer	\$84,626.00	3.50%	\$2,962.00	\$87,588.00

1. Travis County pays for health insurance for every county employee and elected official. If a county employee or elected official had and continues to have other health coverage and has continuously declined this county coverage since September 30, 2003, that person may receive an additional \$184.86 per month. This amount may, at that person's option, be added to their total annual FY 08 salary or placed in an IRS approved flexible spending account for the reimbursement of health care or dependent care expenses.
2. The State Salary is the least state compensation received by any of these officials. If these officials have been employed by the state continuously since August 31, 1995, they also receive \$1,026.86 as a "benefit replacement pay" supplement. The Legislature specifically said that this supplement is not "salary," but it is included in the total amount received by these officials for purposes of comparing the salaries of other elected officials.
3. Effective September 1, 2007, if these officials have been an active judge and a member of the Judicial Retirement System of Texas Plan One or Two for at least 16 years, they also receive \$3,840.00 as "judicial longevity pay." The Legislature specifically said that this pay is not "salary," but it is included in the total amount received by these officials for purposes of comparing the salaries of other elected officials.
4. The County Salary is the least compensation received by any of these officials. A supplement of \$3,840.00 is added to the salary of an official if the official has been an active county court or probate judge and held an elected judicial position in Travis County for at least 16 years.
5. As of January 1, 2006, the Probate Judge was elected Presiding Judge of the Statutory Probate Judges of Texas for four years. For the additional duties as Presiding Judge he is paid \$33,000 per year.
6. The County Salary is the least compensation received by any of these officials. A supplement of \$2,880.00 is added to the salary of an official if the official has been an active Justice of the Peace and held an elected judicial position in Travis County for at least 16 years.
7. This includes \$4,800 paid for service on the Travis County Juvenile Board.
8. Pursuant to Texas Local Gov't Code §152.052, the Commissioner Precinct 3 has requested that his compensation for FY 2009 be 10% less than the annualized amount set for the position for 2009, \$81,491.

DRAFT AD for TRAVIS COUNTY, TEXAS

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District Judge (County)	<u>15,000.00</u>	0.00%	<u>0.00</u>	<u>15,000.00</u>
District Judge	\$140,000.00	0.00%	\$0.00	\$140,000.00
Court-at-Law Judge (County Salary) ⁴	\$140,026.86	0.00%	\$0.00	\$140,026.86
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District Attorney (County)	<u>32,302.00</u>	4.00%	<u>1,293.00</u>	<u>33,595.00</u>
District Attorney	\$157,302.00	.82%	\$1,293.00	\$158,595.00
County Attorney	\$146,366.00	4.00%	\$5,855.00	\$152,221.00
County Judge	\$105,173.00	4.00%	\$4,207.00	\$109,380.00
County Commissioner 1,2,3 ⁸ ,4	\$87,484.00	4.00%	\$3,500.00	\$90,984.00
Constable 1-4	\$82,017.00	4.00%	\$3,281.00	\$85,281.00
Constable 5	\$85,376.00	4.00%	\$3,416.00	\$88,792.00
Sheriff	\$120,749.00	4.00%	\$4,830.00	\$125,579.00
District Clerk	\$106,389.00	4.00%	\$4,256.00	\$110,645.00
County Clerk	\$106,389.00	4.00%	\$4,256.00	\$110,645.00
Tax Assessor-Collector	\$106,389.00	4.00%	\$4,256.00	\$110,645.00
County Treasurer	\$84,626.00	4.00%	\$3,386.00	\$88,012.00

1. Travis County pays for health insurance for every county employee and elected official. If a county employee or elected official had and continues to have other health coverage and has continuously declined this county coverage since September 30, 2003, that person may receive an additional \$184.86 per month. This amount may, at that person's option, be added to their total annual FY 08 salary or placed in an IRS approved flexible spending account for the reimbursement of health care or dependent care expenses.
2. The State Salary is the least state compensation received by any of these officials. If these officials have been employed by the state continuously since August 31, 1995, they also receive \$1,026.86 as a "benefit replacement pay" supplement. The Legislature specifically said that this supplement is not "salary," but it is included in the total amount received by these officials for purposes of comparing the salaries of other elected officials.
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8. Pursuant to Texas Local Gov't Code §152.052, the Commissioner Precinct 3 has requested that his compensation for FY 2009 be 10% less than the annualized amount set for the position for 2009, \$81,886.

7 ✓

Travis County Commissioners Court Agenda Request

Voting Session June 17, 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 \$422,479.44, for the period of May 30, 2008 to June 5, 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)

RECEIVED
 COUNTY JUDGE'S OFFICE
 JUN 10 AM 10:29 08

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: June 17, 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 30, 2008 to June 5, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$422,479.44

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 \$422,479.44

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 30, 2008 TO JUNE 5, 2008**

-

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: June 17, 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 30, 2008
 TO: June 5, 2008

REIMBURSEMENT REQUESTED: \$ 422,479.44

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,197,840.39
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: June 10, 2008	\$ (775,361.12)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 422,479.44
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 422,479.44

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

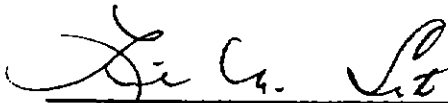
All claims over \$25,000 (2 this week totaling \$104,895.69) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$47,966.00) 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 \$6,196.26.

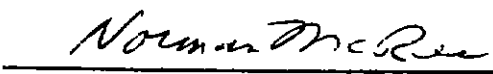
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 6-9-08
 Linda Moore Smith, Director Date

 6-6-08
 Dan Mansour, Risk Manager Date

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

 6/6/08
 Norman McRee, Financial Analyst Date

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

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

FROM: UNITED HEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-06-06 REQUEST AMOUNT: \$1,197,840.39

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-06-05	\$901,652.58
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,037,065.42
+ CURRENT DAY NET CHARGE:	\$160,774.97
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,197,840.39

ACTIVITY FOR WORK DAY: 2008-05-30

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$21,600.51	\$00.00	\$21,600.51
TOTAL:	\$21,600.51	\$00.00	\$21,600.51

ACTIVITY FOR WORK DAY: 2008-06-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$39,097.52	\$00.00	\$39,097.52

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_06_05

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	-25.14	NN	SSN0000CAL		0	5/28/2008	600	6/3/2008	6/5/2008
701254	632	-29.23	Q1	40258001 AH		8	5/30/2008	50	6/5/2008	6/5/2008
701254	632	-38.09	UU	2602841 AH		1	5/30/2008	50	6/5/2008	6/5/2008
701254	632	-66.4	NN	SSN0000CAL		0	5/28/2008	600	6/3/2008	6/5/2008
701254	632	-72.76	UU	2027973 AA		1	2/21/2008	50	6/6/2008	6/5/2008
701254	632	-100.8	Q2	61675642 AA		1	5/31/2008	50	6/6/2008	6/5/2008
701254	632	-112.24	UU	2027973 AA		1	2/21/2008	50	6/2/2008	6/5/2008
701254	632	-124.6	UR	1618461 AA		7	2/6/2007	50	6/5/2008	6/5/2008
701254	632	-188.88	Q2	29308011 AA		5	5/30/2008	50	6/5/2008	6/5/2008
701254	632	-200.7	UQ	90200551 A		50	5/24/2008	50	6/2/2008	6/5/2008
701254	632	-222.49	NN	SSN0000CAL		0	5/30/2008	600	6/5/2008	6/5/2008
701254	632	-325.96	Q2	13414922 AE		8	3/13/2008	50	6/5/2008	6/5/2008
701254	632	-350	US	31044672 AH		6	5/24/2008	50	6/2/2008	6/5/2008
701254	632	-352.63	UQ	8369642 AH		9	5/24/2008	50	6/2/2008	6/5/2008
701254	632	-362.5	Q2	20904571 A		11	3/19/2008	50	6/5/2008	6/5/2008
701254	632	-461.3	Q2	7916524 AH		7	3/7/2008	50	6/3/2008	6/5/2008
701254	632	-594.81	UU	27902932 AI		3	5/28/2008	50	6/3/2008	6/5/2008
701254	632	-1073.99	Q2	13414922 AE		8	3/13/2008	50	6/2/2008	6/5/2008
701254	632	-1490.74	NN	SSN0000CAL		0	5/27/2008	600	6/2/2008	6/5/2008

422,479.44

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 06/05/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

6/6/2008 9:30:16 AM

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 6/5/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	32,923.01
	RR	
	526-1145-522.45-29	3,029.76
Total CEPO		\$35,952.77
EPO		
	EE	
	526-1145-522.45-20	193,280.74
	RR	
	526-1145-522.45-21	6,358.33
Total EPO		\$199,639.07
PPO		
	EE	
	526-1145-522.45-25	173,121.93
	RR	
	526-1145-522.45-26	13,765.67
Total PPO		\$186,887.60
Grand Total		\$422,479.44

Friday, June 06, 2008

Page 1 of 1

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Travis County Commissioners Court Agenda Request

Voting Session 6/17/08
(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 17, 2008

ITEM # :

DATE: June 6, 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 – 7.

FY 08 Temporary Slot Conversions

Approval requested to **convert** temporary slots - temporary employees (less than 6 months) to **Project Workers** (more than 6 months, includes Retirement Benefits), end dates, and employee status codes through September 30, 2008. HRMD has reviewed appropriate documentation; PBO has confirmed FY 08 funding.

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
District Atty	125	Investigator	67 / Step 1 / \$55,038.88	67 / Step 1 / \$55,038.88
District Atty	198	Forensic Analyst Sr	21 / Level 4 / \$56,742.40	21 / Level 4 / \$56,742.40
Juvenile Court	98	Juvenile Probation Ofcr I**	13 / Level 3 / \$32,156.80	13 / Level 3 / \$32,156.80
Juvenile Court	557	Chem Dependency Counselor Sr	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00
Sheriff	481	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Tax Collector	42	Tax Specialist I*	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Tax Collector	68	Tax Specialist I*	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Tax Collector	77	Tax Specialist I	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Tax Collector	92	Tax Specialist I	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Tax Collector	93	Tax Specialist I	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
TNR	426	Road Maint Worker Sr	9 / Level 2 / \$23,836.80	9 / Level 2 / \$23,836.80
TNR	480	Equipment Operator	10 / Level 5 / \$27,684.80	10 / Level 5 / \$27,684.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20091	Elec Clk – Erly Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20609	Elec Clk – Erly Vting Clk	6 / \$9.00	6 / \$9.00	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
District Atty	50016	Law Clerk II	18 / \$19.88	18 / \$19.88	05
District Atty	50030	Law Clerk II	18 / \$19.88	18 / \$19.88	05
Fac Mgmt	50059	Custodian	5 / \$10.00	5 / \$10.00	05
TNR	20052	Park Tech II	7 / \$11.00	7 / \$11.00	02
TNR	50115	School Crossing Guard II	11 / \$13.00	11 / \$13.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Pretrial Services	57	Pretrial Officer II* / Grd 14	Pretrial Officer Sr / Grd 15	\$37,692.34	\$40,330.80	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	64	Pretrial Officer II / Grd 14	Pretrial Officer II / Grd 14	\$38,657.57	\$40,590.45	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 68 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	Sheriff	Slot 112 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

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

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 112 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	Sheriff	Slot 68 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 144 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	Sheriff	Slot 595 / Detective Law Enforcement / Grd 75 / \$79,292.93	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 228 / Cert Peace Officer Sr / Grd 84 / \$50,718.10	Sheriff	Slot 1756 / Deputy Sheriff Law Enforcement / Grd 72 / \$50,219.94	Voluntary job change. Peace Office Pay Scale (POPS).
Sheriff	Slot 252 / Corrections Officer Sr* / Grd 83 / \$46,475.10	Sheriff	Slot 1434 / Sergeant Corrections / Grd 88 / \$69,734.08	Promotion. Peace Office Pay Scale (POPS). HRMD reviewed supporting documents.
Sheriff	Slot 256 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 228 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 257 / Cert Peace Officer Sr / Grd 84 / \$50,718.10	Sheriff	Slot 1757 / Deputy Sheriff Law Enforcement / Grd 72 / \$50,219.94	Voluntary job change. Peace Office Pay Scale (POPS).
Sheriff	Slot 289 / Corrections Officer* / Grd 81 / \$38,737.92	Sheriff	Slot 1202 / Corrections Officer* / Grd 81 / \$38,737.92	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 354 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 1761 / Sergeant Law Enforcement / Grd 76 / \$85,775.04	Promotion. Peace Office Pay Scale (POPS).

*** Actual vs Authorized**

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

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 481 / Corrections Officer Sr* / Grd 83 / \$43,177.06	Sheriff	Slot 1753 / Deputy Sheriff Law Enforcement / Grd 72 / \$46,395.02	Voluntary job change. Peace Office Pay Scale (POPS).
Sheriff	Slot 580 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$59,521.07	Sheriff	Slot 1759 / Detective Law Enforcement / Grd 75 / \$74,017.01	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 586 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$65,758.99	Sheriff	Slot 354 / Detective Law Enforcement / Grd 75 / \$77,935.10	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 595 / Detective Law Enforcement / Grd 75 / \$79,292.93	Sheriff	Slot 1762 / Sergeant Law Enforcement / Grd 76 / \$85,775.04	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 917 / Phys Asst / Nurse Pract / Grd 24 / Part-time \$42,373.97	Sheriff	Slot 917 / Phys Asst / Nurse Pract / Grd 24 / Full-time \$84,747.94	Status change from part-time to full-time (20 to 40 hours). Pay is between midpoint and max of pay grade.
Sheriff	Slot 976 / Corrections Officer Sr / Grd 83 / \$43,177.06	Sheriff	Slot 252 / Corrections Officer Sr* / Grd 83 / \$43,177.06	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 994 / Corrections Officer* / Grd 81 / \$38,737.92	Sheriff	Slot 1755 / Deputy Sheriff Law Enforcement / Grd 72 / \$45,485.02	Voluntary job change. Peace Office Pay Scale (POPS).
Sheriff	Slot 1066 / Corrections Officer Sr / Grd 83 / \$42,107.10	Sheriff	Slot 1758 / Deputy Sheriff Law Enforcement / Grd 72 / \$45,485.02	Voluntary job change. Peace Office Pay Scale (POPS).

*** Actual vs Authorized**

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1162 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$55,127.90	Sheriff	Slot 1760 / Detective Law Enforcement / Grd 75 / \$70,042.96	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 1178 / Cert Peace Officer Sr / Grd 84 / \$50,718.10	Sheriff	Slot 1754 / Deputy Sheriff Law Enforcement / Grd 72 / \$50,219.94	Voluntary job change. Peace Office Pay Scale (POPS).
Sheriff	Slot 1202 / Cert Peace Officer Sr / Grd 84 / \$53,324.96	Sheriff	Slot 257 / Cert Peace Officer Sr / Grd 84 / \$53,324.96	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1392 / Cadet / Grd 80 / \$33,750.91	Sheriff	Slot 459 / 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 1414 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 1153 / Sergeant Corrections / Grd 88 / \$83,681.10	Promotion. Peace Office Pay Scale (POPS). HRMD reviewed supporting documents.
Sheriff	Slot 1495 / Corrections Officer Sr / Grd 83 / \$43,177.06	Sheriff	Slot 1752 / Deputy Sheriff Law Enforcement / Grd 72 / \$46,395.02	Voluntary job change. Peace Office Pay Scale (POPS).
TNR	Slot 257 / Road Maint Worker Sr / Grd 9 / \$32,451.56	TNR	Slot 446 / Road Maint Worker / Grd 8 / \$30,472.00	Employee demoted from pay grade 9 to 8. HRMD reviewed supporting documents. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

**FY 08 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES
 "02" TO PROJECT WORKERS "05" - STATUS EFFECTIVE THROUGH SEPTEMBER 30, 2008.**

Dept.	Slot	Actual Position Title	EE Status Code
HHS	50228	Office Asst	05
Probate Court	50011	Accountant Assoc	05

**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

9



Travis County Commissioners Court Agenda Request

Voting Session June 17, 2008 **Work Session** _____
(Date) (Date)

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

B. Requested Text

**DISCUSS AND TAKE APPROPRIATE ACTION ON PROPOSED SALARY ADJUSTMENT
PLAN FOR RECRUITMENT AND RETENTION ISSUES WITHIN MAINTENANCE AND
SKILLED TRADES.**

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

- I. A. Backup memorandum and exhibits should be attached and submitted with this
- II. 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

08 JUN 12 AM 8:53

RECEIVED
COUNTY JUDGE'S OFFICE

HUMAN RESOURCES MANAGEMENT DEPARTMENT

9. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED SALARY ADJUSTMENT PLAN FOR RECRUITMENT AND RETENTION ISSUES WITHIN MAINTENANCE AND SKILLED TRADES.

An abbreviated market salary study was conducted on selected job titles in the General/Road Maintenance and Skills Trades Job Families.

See Page 3 – Table A. Comparable Job Titles Analyzed

The study was requested as a result of the challenges that Travis County face to attract applicants and retain current employees to meet the business needs of the affected departments. More specifically, the study was to determine if the selected job titles are currently paid below current market salary rates.

Departments affected by this study are Transportation and Natural Resources; Facilities Management; Health and Human Services; Sheriff's Office; and, Juvenile Probation.

ISSUES/CHALLENGES

- A. Recruitment and Retention – Over the last 3 years, the selected titles have experienced an average turnover rate of 13.5%, in comparison to the countywide turnover rate of 7.45%.
- B. Turnover Trend - More than 50% of the job titles have a 10% or greater vacancy rate. The highest turnover was found in Custodian, Groundskeeper, Park Maintenance Worker, Building Maintenance Worker and Equipment Operator titles.

See Page 4 – Table B. Turnover Statistics

- C. Employee Mobility – Promotions of current employees attribute to the high vacancy rates at the lower pay grade levels
- D. Current Pay Levels - 45% of incumbents in titles are paid between minimum and midpoint of the pay range
- E. Redlined Status – 8% of incumbents are redlined, e.g. pay at maximum of pay range

ABBREVIATED MARKET STUDY FINDINGS

Selected Titles - Average Pay Rates - In general, the abbreviated market study revealed that incumbents of the selected job titles are currently paid below the average local pay rate.

JOB FAMILY	AVG PAY RATE	*AVG LOCAL PAY RATE
General/Road Maintenance	12.29 per/hr	15.52 per/hr
Skilled Trades	13.45	16.46

**City of Austin, City of Round Rock, and Williamson County*

RECOMMENDATIONS

1. Consider a \$1.00 or \$2.00 per hour pay increase; and, maintain current pay grade assignments for all affected titles
2. Grant a one-time exception to lift the red-line cap on any affected titles
3. Consider exception to PBP policy to ensure employees receiving one-time per hour pay increase are not prohibited from FY 08 PBP eligibility
4. Authorize a complete analysis of all titles in the General/Road Maintenance and Skilled Trades job families in FY 09

5. Establish a routine hiring practice of paying closer to prevailing market rates, e.g., midpoint or up to 10% above, particularly for the jobs with higher turnover
6. Continue current targeted recruitment efforts, including recruitment planning for positions vacated by promotions

Table A. Comparable Job Titles Analyzed

Section A: TNR JOB TITLES	PG
Park Maint Worker	7
Park Maint Worker Sr	10
Road Maint Worker	8
Road Maint Worker Sr	9
Equipment Operator	10
Equipment Operator Sr	11
Park Supv I	13
Park Supv II	15
Road Maint Supv	15
Road Maint Mgr	18
Section B: COMPARABLE TITLES	PG
Custodian	5
Custodian Lead	7
Custodial Svcs Supv	10
Groundskeeper	7
Groundskeeper Supv	10
Building Ops Worker	10
Building Maint Worker	9
Building Maint Worker Sr	11
Building Ops Supv	15
Building Maint Coord	13
Building Maint Supv	15
Building Main/Svcs Supt	16

Table B. Turnover (Percent) Statistics

Job Title	FY 06	FY 07	FY 08	Total Filled Slots	Total Vacant Slots
Custodian	22.6	14.3	5.6	36	3
Custodian Lead	30.0	10.0	0.0	11	0
Custodial Svcs Supv	0.0	0.0	33.3	3	2
Groundskeeper	0.0	20.0	25.0	4	1
Groundskeeper Supv	0.0	0.0	0.0	1	0
Building Ops Worker	0.0	0.0	50.0	2	1
Building Maint Worker Sr	0.0	20.0	22.2	9	1

Table C. Cost: Quarterly Per/Hour Increase @ Department Level

	Regular Slots	General Fund w/Benefits	Other Fund w/Benefits	Total @ \$2.00	Total @ \$1.00
Facilities Management	81	91,477	8,653	100,130	50,065
Sheriff's Office	9	12,362	0	12,362	6,181
Juvenile Probation	10	11,126	0	11,126	5,563
Benefits @ 18.8%	100	114,964	8,653	123,617	61,809

Table D. Cost: Annualized Per/Hour Increase @ Department Level

	Regular Slots	General Fund w/Benefits	Other Fund w/Benefits	Total @ \$2.00	Total @ \$1.00
Facilities Management	81	365,907	34,613	400,520	200,260
Sheriff's Office	9	49,447	0	49,447	24,724
Juvenile Probation	10	44,502	0	44,502	22,251
Benefits @ 18.8%	100	459,856	34,613	494,469	247,235

Should you have questions, contact Linda at 49170 or Luane at 44789.

10v

Travis County Commissioners Court Agenda Request

Voting Session June 17, 2008

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

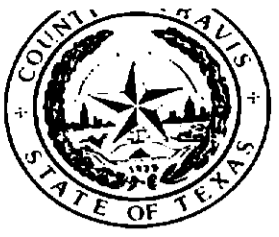
II. Additional Information

- 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:

- Planning and Budget Office (854-9106)**
- Human Resources Management Department (854-9165)**
- Purchasing Office (854-9700)**
- County Attorney Office (854-9415)**
- County Auditor Office (854- 9125)**

RECEIVED
COUNTY CLERK'S OFFICE
08 JUN 10 PM 1:09



Human Resources Management Department

1010 Lavaca, Second Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

To: Members of the Commissioners Court
From: Employee Benefits Committee
Subject: 24-Hour Fitness Corporate Agreement

Proposed Motion

Approve the 24-Hour Fitness Corporate Agreement with revised fee for additional enrollees in the same household.

Staff Recommendation

Staff recommends approval of the Agreement, and change in fee from \$12.99 to \$17.99 for additional enrollees from the same household.

Summary:

The 24 Hour Fitness Program was originally presented to the Court on May 20, 2008. The Court approved the program contingent on 100 employees enrolling or committing to enroll as members. A global e-mail sent to employees asked that those committed to enrolling at 24 Hour Fitness reply to the email. At last count, 273 employees have responded with their commitment to become members.

24 Hour Fitness Center recently informed staff that the rate of \$12.99 is no longer offered by 24 Hour Fitness. The cost to add an additional person in the same household is now \$17.99 (see Exhibit 1). This third tier (\$12.99) was eliminated from all of 24 Hour Fitness corporate accounts and will not be offered to them going forward. Unfortunately, this means that we cannot offer the third tier family add on that was originally discussed. All other program features in the Agreement provided to the County in January 2008 have been retained. The following page summarizes the program's features:

24-Hour Fitness Corporate Program Terms -

- Open enrollment period following the corporate set up account
- No initiation fee for employees and family members
- Discount on monthly dues – see rates listed in Fiscal Impact
- Discounted rates for Add-On family members and no processing fee
- Access to over 300 clubs in U.S. (Sport and Super Sport membership only)
- 24-Hour Fitness has 6 area locations
- Monthly membership withdrawal (EFT-Electronic Funds Transfer) with no hidden costs or long-term commitment. First and last month’s dues must be paid at the time of enrollment
- Ability to stop dues at any time by filling out a “request to stop dues” form at any 24-Hour Fitness location
- Professional account management with one 24-Hour Fitness contact person for you and for your employees
- Opportunity for on-site enrollment/attendance at health fairs
- Ability to purchase the 5 pack of Solutions Training for the set rate of \$249.00 for the duration of this agreement
- Monthly fees paid by employees are discounted from normal corporate fees
- Track and report monthly membership and utilization to the Wellness Committee. Periodic reports will be shared with the Commissioners Court

Fiscal Impact:

The first year corporate fee is \$7,500, of which Travis County will pay \$4,500 from the Employee Health Benefits Fund. United Healthcare, a strong supporter of our wellness program, will contribute \$3,000 to make up the difference of the \$7,500. At each year’s renewal, the County will pay a \$5,000 employer (corporate) fee.

TEXAS (AUSTIN AREA) RATES FOR TRAVIS COUNTY EMPLOYEES - #97864
All Club Sport
Employee: \$0 Initiation Fee, \$0 Proc Fee, \$28.99 dues/month
Each Add-On: \$0 Initiation Fee, \$0 Proc Fee, \$17.99 add’l dues (must be minimum of 12 years of age)

Background:

Fitness programs have been researched over an eighteen-month period. Discussion with 24 Hour Fitness followed a mailing to area fitness centers requesting information on corporate programs they offered. 24 Hour Fitness responded with a program that met most of the

wellness program services. Over the next several months, data was gathered to analyze the cost/savings of having this corporate agreement with a fitness center. The results showed a great number of employees are interested in fitness membership, as evidenced by the number of commitments from employees.

Exhibits:

1. email from 24-Hour Fitness
2. Agreement with 24-Hour Fitness
3. Addendum to agreement

Required Authorizations:

Legal: John Hille/Barbara Wilson, Assistant County Attorneys
Purchasing: Cyd Grimes, Purchasing Agent
Budget: Rodney Rhoades, PBO Executive Manager
Human Resources: Linda Moore Smith, Director, HRMD

Exhibit 1: email from 24-Hour Fitness

From: "Rodney Allison"
To: "Zetta Garnett"
Date: 6/4/2008 2:56 PM
Subject: 24 Hour Fitness

Dan,

I hope this note finds you both doing well. Over the last 24 months, we have been discussing a partnership between Travis County and 24 Hour Fitness to offer the benefit of health and fitness the Travis County employees. Like many other businesses we often go through changes, from our price strategy to our corporate policies, that effect our retail business. Since we base our corporate pricing off of our retail pricing, this effects our corporate rates as well. Since January of 2008, we have actually changed our program model and price strategy 3 times, each of which has increased the monthly dues we are offering to new corporate business. Due to the ongoing talks between our organizations and the process in which the county has to maneuver, we have made it a point to keep as much of the original program in place as we possibly can (i.e., the \$28.99 employee dues).

We have made corporate decision to eliminate the third tier of our family add on monthly dues pricing going forward. Based on the total number of members nationwide and the amount of family add on business we are enrolling, it did not seem to warrant and additional lower monthly dues rate to attract enrollment. Because of this, we have eliminated the ability to offer this third tier with our new operating system inside all of a facilities nationwide. This third tier has been eliminated from all of our current corporate accounts and will not be offered to them going forward. Unfortunately, this means that we cannot offer the third tier family add on that was originally discussed. I have attached a new agreement which eliminates that third tier option and offers only a standard family add on rate for those who qualify under the 24 Hour Fitness Family Add on policy.

Since we are this close to finalizing our partnership and enrolling many TC employees on a benefit that will help to reduce their stress, I don't feel that this should have to be presented for a second time to the court for approval. After all we are not adding any thing new to the agreement, we are simply eliminating something that was not going to be a major factor for employee enrollment. I feel that after the changes we have made in our standard operating procedure to accommodate Travis County (Splitting of the corporate sponsorship fee into 2 payments, specified personal training price point for TC employees) that we not let the fact that we have changed our SOP of pricing stand in the way of starting our relationship and that this should not have to be sent back in front of the commissioners' court for another approval.

I look forward to hearing from your soon on expected date and time to pick the signed agreement, and corporate sponsored check to beginning our long awaited partnership.

Yours in health,

Rodney Allison
Corporate Client Service Manager
24 Hour Fitness
South Division - Dallas, Austin & Florida
512.947.6400
roallison@24hourfit.com

THINKING ABOUT PERSONAL TRAINING?



Jad Attili
 Corporate Sales Director, South Division
 24 Hour Fitness
 18101 Von Karman Ave Suite 100
 Irvine, CA 92612

June 2, 2008

Travis County

Samuel T. Biscoe
 1010 Lavaca Suite 200
 Austin, TX 78701

Account #: 97864CORP

Dear Judge Biscoe,

Thank you for partnering with 24 Hour Fitness as the provider of your corporate fitness program. Health and fitness are emotional subjects. There is a universal recognition of the “feeling” one gets during and after exercise. People who are fit and healthy look and act differently—more confident, less stressed and more energetic. By implementing the 24 Hour Fitness corporate program you will provide your employees with the opportunity to feel better, increase productivity and miss less work time – resulting in faithful, long term employees. What a valuable investment!

Upon the receipt of your payment in the amount of \$7,500.00 (see chart below) including applicable tax, a signed copy of this agreement and a letter on letterhead confirming your total number of employees, 24 Hour Fitness will activate your corporate membership and will administer your 1-year open enrollment period.

COMPANY INVESTMENT

Company Sponsored Fee:	Gold Sponsorship Fee for 2,500 to 4,999 Employees	\$15,000.00
2008 Discount:	\$15,000.00 Sponsorship Fee is discounted by 50% for the “Go For the Gold” program for the year 2008.	[\$7,500.00]
Company Cost:		\$7,500.00
Plus Tax:	The \$7,500.00 Sponsorship Fee is taxed at the current tax rate of 8.25% for a total of \$618.75 tax due which will be waived upon proof of Tax exempt Status	EXEMPT
Total Company Cost:		\$7,500.00

The above investment waives the initiation fees associated with our Keep Fit membership programs for your employees with the following monthly dues rate*:

TEXAS (AUSTIN AREA) RATES FOR TRAVIS COUNTY EMPLOYEES - #97864

	All Club Sport
Employee:	\$0 Initiation Fee, \$0 Proc Fee, \$28.99 dues/month
Each Add-On:	\$0 Initiation Fee, \$0 Proc Fee, \$17.99 addt'l dues

*24 Hour’s membership agreement provides for an annual five-percent (5%) increase in monthly dues for all its members. The annual dues increase will occur only once in a calendar year. Your company-sponsored rates will not change during the term of this agreement.

YOUR COMPANY WILL RECEIVE THE FOLLOWING WITH YOUR CORP. MEMBERSHIP:

- 12-month open enrollment period immediately following set up of your corporate account
- No initiation fee for your entire employee population
- Discount on monthly dues – see rates listed above
- Discounted Add-On rates and processing fee – see rates listed above
- Access to over 300 clubs throughout the U.S. (Sport membership only)
- Monthly payment membership, (EFT – “Electronic Funds Transfer”) with no hidden costs or long-term commitment. First and last month’s dues must be paid at the time of enrollment.
- Professional account management with one 24 Hour Fitness contact person for you and for your employees
- Opportunity for on-site enrollment/health fairs at your location(s) anytime throughout the year
- Ability to purchase the 5 pack of Solutions training for the set rate of \$249.00 for the duration of this agreement

This agreement begins on the date below and expires one year from that date. New hires may enroll during this agreement and must provide proof of employment upon enrollment. For those employees who are current members with “Keep Fit” memberships, they may reduce their dues to the corporate rate at any time during this agreement by providing proof of employment and filling out an “EFT Change Form” at any 24 Hour Fitness location.

Finally, our corporate renewal program makes it very easy for you to continue with this program on an annual basis provided you renew your agreement annually. You will be presented with a renewal option annually.

Thank you for providing 24 Hour Fitness the opportunity to help change lives in the communities we serve. Together we can help create a world where fitness becomes a way of life for everyone. **Please do not hesitate to contact us direct at (949) 851-0024 should you have any questions.** To help your employees benefit from fitness, please return the original signed agreement, along with your company letter (a letter on letterhead confirming your total number of employees) and check to your corporate wellness representative or our offices at the address below.

At 24 Hour Fitness, we believe it’s the way we make you feel that matters. I look forward to assisting you in changing lives for the better at **Travis County**

Sincerely,



Jad Attili
Senior Director of Corporate Sales

Date

Samuel T. Biscoe
County Judge
(512) 854-9555

Date

The company-sponsored fee is immediately earned and there are no refunds of this fee. No other discounts can be used in conjunction with this offer. Members must be at least 18 years old (19 in Nebraska) or 12 with parent. Personal training and Kid’s Club available at most centers for an additional fee. Monthly dues must be paid by electronic funds transfer, or may be paid annually. Add-on members must live at the same address. Limit one add-on over the age of 18, additional add-ons must be between 12-17 years old. Enrollees must show proof of employment with above referenced firm at time of enrollment. First and last month’s dues to be paid at time of enrollment. **Above offer valid for 30 days from the date of this agreement.**

(97864dc5Austin Gold10/07KM/1/08AJHredo6/08stjpSDAtxTE c372)



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

Cyd V. Grimes 6/10/08

Approved by: _____

Voting Session: Tuesday, June 17, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR RESIDENTIAL PLUMBING SERVICES, IFB B080163-DR, TO THE LOW BIDDER, 5-F MECHANICAL GROUP, INC. (HHS)

Points of Contact:

Purchasing: Donald Rollack

Department: TNR: Kathleen Haas, 854-4100; Sherri Fleming, Executive Manager, Health and Human Services and Veteran Services, 854-4100

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 residential plumbing services for approved Travis County residents.

On January 22, 2008 IFB B080163-DR was issued through RFP Depot. Four bids were received on April 14, 2008. The department recommends award to the low bidder, 5-F Mechanical Group, Inc. for Residential Plumbing Services

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements

Contract Type: Annual

Contract Period: July 22, 2008 through July 21, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 12

Responses Received: 4

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

*Purchase Requisition in HTE

*Funding Account(s) 001-5857-611-6277

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Fund Forms: Verified _____ Not Verified _____ by Auditor.

* At least one of these must be included

APPROVED ()

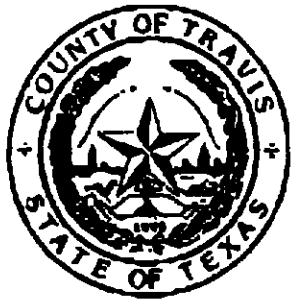
DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



Travis County Health and Human Services and Veterans Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax 854-4115

MEMORANDUM

TO: Cyd V. Grimes, C.P.M.
County Purchasing Agent

THROUGH: Sherri E. Fleming, Executive Manager
Health & Human Services & Veteran Services

FROM: Bob Petersen, Housing Services Manager *Bob Petersen*

DATE: May 30, 2008

SUBJECT: Bid Solicitation B080163-DR

Reference: Solicitation B080163-DR Residential Plumbing Services

Recommend bid of 5-F Mechanical Group Incorporated be accepted for this contract.

The requested information is listed below:

- 1. The commodity/stud-commodity code is 952-029.**
- 2. The fund account number is 001-5857-611-6277.**
- 3. The employees who will be involved with the procurement are Bob Petersen, Housing Services Manager, Ramon Martinez, Purchasing Assistant, Roberto Ortiz, David Notario, Supervisor, and Darwin Mann.**

Please feel free to contact me at 854-7260 should you require any additional information.

CC: Michelle Small, Housing Services
Donald Rollack, Purchasing Office

Vendor Totals

5-F Mechanical Group Incorporated		\$415.00 (8/8 items)
Bid Contact	Thomas Schnautz tommy5f@sbcglobal.net Ph 512-251-6880	Address PO BOX 81305 Austin, TX 78708-1305
Agency Notes:	Vendor Notes:	
HHCC, Inc.		\$422.50 (8/8 items)
Bid Contact	Danny Foster danny@hhccinc.com Ph 512-386-6500	Address PO Box 17785 Austin, TX 78760
Agency Notes:	Vendor Notes:	
Aspen Air, Inc		\$555.00 (8/8 items)
Bid Contact	Marvin Carter mcarter@aspen-air.com Ph 254-535-0071	Address 4515 W. Hwy 190 Belton, TX 76571
Agency Notes:	Vendor Notes:	
Interstatefinish Systems		\$910.00 (8/8 items)
Bid Contact	Mallie K Harris Ph 512-804-9036 Fax 512-386-6327	Address 1217 Arthur Stiles Road Austin, TX 78721
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.

Fiscal Year 2008

Account Balance Inquiry

Account number : 1-5857-611.62-77
Fund : 001 GENERAL FUND
Department : 58 HEALTH & HUMAN SERVICES
Division : 57 HOUSING SERVICES
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 62 HUMAN SERVICES
Object : 77 CONTRACTED SERVCS-HOUSING

Original budget : 142,664
Revised budget : 183,031 04/23/2008
Actual expenditures - current . . : 10,062.68
Actual expenditures - ytd : 23,512.63
Unposted expenditures : .00
Encumbered amount : 132,128.90
Unposted encumbrances : .00
Pre-encumbrance amount : 225.00
Total expenditures & encumbrances: 165,929.21 90.7%
Unencumbered balance : 17,101.79 9.3

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



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

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

Approved by: _____

Cyd V. Grimes 6/10/08

Voting Session: Tuesday, June 17, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT MA020091LC, VERTIQ SOFTWARE, LLC, FOR MEDICAL EXAMINER'S SOFTWARE SYSTEM. (ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Nick Macik, 854-4730; Bruce Bates, 854-0405; Joe Harlow, ITS Director; 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: Darlene Dunn, Medical Examiner's Office

- **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 is for the purchase and installation as well as the continued annual support/maintenance of the Medical Examiner's software system.

In 2001 a contract was awarded for the implementation of a County Medical Examiner's system (CME) for the Medical Examiner's Office. The contract included the database for the everyday operations of the ME's Office to track important data by case numbers. The Medical Examiner's Office is in the process of doing another upgrade of the CME Database application to the most recent version named VAST (Vertical Application Software Toolkit). ITS along with the ME's Office recommends the following:

(A) Programming services to modify the form to allow lock out of all roles except specified roles that have a need to know. There is a need for the ability to place some forms on the application on security hold and restrict access to selected roles/users at the Medical Examiner's Office. Currently Travis County ITS has no one with the skill set to make this modification to the application. The modification will require VertiQ to make the modifications and test before they install to our production system. This modification will enhance the security of the application to prevent critical data from being released. The total cost of this modification is \$700.

(B) VAST has a module for Digital Imaging that has been determined would enhance the daily operations of the Medical Examiner's Office. During the upgrade to VAST the Medical Examiner's Office would like to integrate this Digital Imaging Module at the same time. This new module will increase efficiencies in the operations of the Medical Examiner's Office by allowing photos to be linked to the database by case number and allow ME staff easier and faster access to the photos. The total cost of the Digital Imaging Module is \$13,050 of which \$1,350 is annual reoccurring maintenance and \$4,200 is for conversion of our current photos to the new module.

Modification No. 3, approved by the Purchasing Agent April 10, 2007, was for additional services and travel expenses.

Modification No. 2, approved by the Purchasing Agent November 19, 2006, was for additional conversion services and travel related expenses.

Modification No. 1, approved in Commissioners Court May 3, 2005, was to provide for conversion and installation services and travel related expenses for the software upgrade.

- **Contract Expenditures:** Within the last 12 months \$7,500 has been spent against this contract.

Not applicable

- **Contract Modification Information:**

Modification Amount: \$13,750.00 (fixed amount)

Modification Type: Programming Services and new module

Modification Period: June 17, 2008 through September 30, 2008

- **Funding Information:**

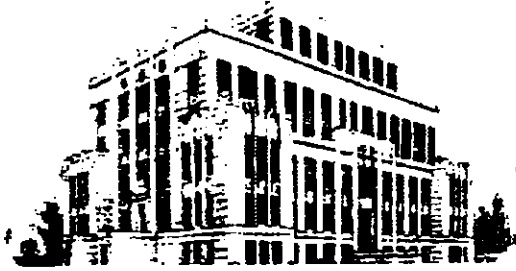
Purchase Requisition in H.T.E.: 439663 and 439664

Funding Account(s) 001-1230-523-5002, 001-1260-523-6099, 001-1260-523-8002

Comments:

- **Statutory Verification of Funding:**

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



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

DATE: May 14, 2008

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

FROM: Joe Harlow, Chief Information Officer *Joe Harlow*

SUBJ: **Modification No. 4 to Contract No. MA020091LC VertiQ Software LLC**
(A) Programming services to modify the application form to lock the form except for specified roles to be determined by the County and the Investigator logged in to the case.

(B) Digital Imaging Module for the County Medical Examiner's Office.

RECEIVED
TRAVIS COUNTY
2008 MAY 15 AM 8:11
PURCHASING
OFFICE

Proposed Motion:

Approve modification No. 4 to Contract No. MA020091LC with VertiQ.

Summary and Staff Analysis:

On Oct 1, 2001 the Travis County Commissioners Court awarded Contract No. MA020091LC to VertiQ Software LLC, for the implementation of a County Medical Examiner's system (CME) for the County Medical Examiner's Office.

The contract included the database for the everyday operations of the Medical Examiner's Office to track important data by cases numbers. The Medical Examiner's Office is in the process of upgrading the CME Database application to the most recent version named VAST (Vertical Application Software Toolkit).

(A) Travis County has recently been made aware of the need for the ability to place some forms on the application on security hold and restrict access to selected roles/users at the Medical Examiner's Office.

(B) VAST has a module for Digital Imaging that has been determined would enhance the daily operations of the Medical Examiner's Office. During the upgrade to VAST the Medical Examiner's Office would like to integrate this Digital Imaging Module at the same time.

(A) Programming services to modify the form to allow lock out of all roles except specified roles that have a need to know.

Currently Travis County ITS has no one with the skill set to make this modification to the application software. The modification will require VertiQ to make the program changes and test before they install to the Travis County production system. The total cost of this modification is \$700.

This modification will enhance the security of the application to prevent critical data from being released.

(B) Digital Imaging Module for VAST application at Medical Examiner's Office

The modification includes the Digital Image Module, conversion of old photos, and installation of the tested conversion to the current VAST database system for the Medical Examiner's Office. This module will allow the staff to organize photos and have better access to the digital photos of cases in the VAST database system.

Medical examiner's Office would like to add VertiQ's Digital Imaging Module to the new version of the Medical Examiner's database application. This Digital Imaging Module and installation services include:

- Converting all old photos to the new module.
- Creating new links to the database for new photo categories;
 - Autopsy
 - Scene
 - Miscellaneous

This new module will increase efficiencies in the operations of the Medical Examiner's Office by allowing photos to be linked to the database by case number and allow ME staff easier and faster access to the photos.

The total cost of the Digital Imaging Module is \$13,050 of which \$1,350 is annual reoccurring maintenance and \$4,200 is for conversion of our current photos to the new module.

Budgetary and Fiscal Impact:

Item (A) The total amount for the programming services is **\$700.00** and is included in the line item listed below.

001-1260-523-6099 \$ 700.00

Item (B) The total amount for the Digital Imaging module, maintenance and services to install is **\$13,050.00** and is included in the below listed line items.

001-1260-523-8002	\$ 7,500.00
001-1260-523-6099	\$ 4,200.00
001-1230-523-5002	<u>\$ 1,350.00</u>
Total	\$13,050.00

Required Authorizations:

Legal: John Hille, County Attorney
 Purchasing: Lori Clyde, Purchasing Department
 Budget: Randy Lott PBO

Cc: Alicia Perez, Administrative Operations; Beth Devery, Medical Examiner's Office; Nick Macik, ITS; Chris Cox, ITS

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 1-1230-523.50-02
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 50 REPR & MTNC-SERVCS PURCH
Object : 02 MAINTENANCE AGREEMENTS-DP

Original budget : 4,668,975
Revised budget : 6,108,118 04/30/2008
Actual expenditures - current . . : 125,370.31
Actual expenditures - ytd : 2,749,203.38
Unposted expenditures : 18,751.48
Encumbered amount : 462,557.72
Unposted encumbrances : 18,751.48-
Pre-encumbrance amount : 91,316.86
Total expenditures & encumbrances: 3,428,448.27 56.1%
Unencumbered balance : 2,679,669.73 43.9

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

Account Balance Inquiry

Account number : 1-1260-523.60-99
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 60 SYSTEMS DEVELOPMENT
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 250,000
Revised budget : 249,158 05/05/2008
Actual expenditures - current . . : .00
Actual expenditures - ytd : 7,487.50
Unposted expenditures : .00
Encumbered amount : 8,870.00
Unposted encumbrances : .00
Pre-encumbrance amount : 4,900.00
Total expenditures & encumbrances: 21,257.50 8.5%
Unencumbered balance : 227,900.50 91.5

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

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 1-1260-523.80-02
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 60 SYSTEMS DEVELOPMENT
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 80 CAPITAL EQUIPMENT
Object : 02 SOFTWARE

Original budget :	0	
Revised budget :	7,500	04/30/2008
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	7,500.00	
Total expenditures & encumbrances:	7,500.00	100.0%
Unencumbered balance :	.00	0.0

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

PURCHASE REQUISITION NBR: 0000439663

STATUS: READY FOR BUYER PROCESS
REASON: TRAVIS COUNTY MEDICAL EXAMINER

DATE: 5/07/08

DELIVER BY DATE: 5/14/08

REQUISITION BY: JOANN HICKS/854-4771

SHIP TO LOCATION: ITS - ADMIN

SUGGESTED VENDOR: 46876 VERTIQ SOFTWARE LLC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CME IMAGING MODULE COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: DATABASE	1.00	EA	7500.0000	7500.00	
2	SERVICES FOR SETUP/CONVERSION TO IMAGING MODULE 3 DAYS @ \$1400.00/DAY COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: MODIFY EXISTING EQUIPMENT	1.00	EA	4200.0000	4200.00	
3	ONE YEAR MAINTENANCE COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	EA	1350.0000	1350.00	

REQUISITION TOTAL: 13050.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00112605238002	CAPITAL EQUIPMENT SOFTWARE	7500.00
2	00112605236099	OTHER PURCHASED SERVICES	4200.00
3	00112305235002	REPR & MTNC-SERVCS PURCH MAINTENANCE AGREEMENTS-DP	1350.00
			13050.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000439664

STATUS: READY FOR BUYER PROCESS
REASON: TRAVIS COUNTY MEDICAL EXAMINER

DATE: 5/07/08

REQUISITION BY: JOANN HICKS/854-4771

DELIVER BY DATE: 5/14/08

SUGGESTED VENDOR: 46876 VERTIQ SOFTWARE LLC

SHIP TO LOCATION: ITS - ADMIN

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

1	CHANGE THE SECURITY HOLD TO COMPLETELY LOCK THE FORMS EXCEPT FOR THE MENTIONED ROLES AS REQUESTED BY TRAVIS COUNTY MEDICAL EXAMINER	1.00	EA	700.0000	700.00	
---	---	------	----	----------	--------	--

COMMODITY: DP PROCESS & SOFTWARE SVC
SUBCOMMOD: MODIFY EXISTING EQUIPMENT

REQUISITION TOTAL: 700.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00112605236099	OTHER PURCHASED SERVICES	700.00
		OTHER PURCHASED SERVICES	700.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**MODIFICATION OF CONTRACT NUMBER: MA020091LC Maintenance on CME Software System
**(Previous Contract # 99C0061-JP Purchase/Install
 Medical Examiners Info Sys Software) 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: VertiQ Software LLC 18525 Sutter Blvd., Suite 280 Morgan Hill, CA 95037 (408) 778-0608 (v) (408) 782-0850 (f)	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 2001
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-September 30, 2002</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2007-September 30, 2008</u>

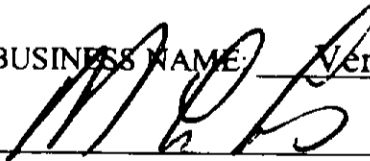
FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$ 55,328.00 Current Modified Amount \$ 8105,613.50.

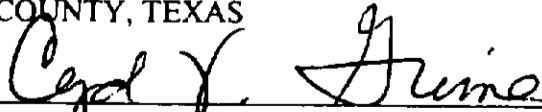
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is modified for additional services as follows per the attached quotes:

1) CME Imaging Module	\$7,500.00
2) Setup/conversion services for Imaging Module 3 days @ \$1,400/day	\$4,200.00
3) One year maintenance/support	\$1,350.00
4) Programming services for Security Hold project	<u>\$ 700.00</u>
 Total modification amount	 \$13,750.00

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>VertiQ Software LLC</u>	<input type="checkbox"/> DBA
BY: <u></u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Mark A. Conrado</u>	DATE: 5/27/08
PRINT NAME	
TITLE: <u>CFO</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u></u>	<u>6/10/08</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



**VertiQ
Software
LLC**

Quotation for Travis County Medical Examiner

1.	CME Imaging Module	\$7,500
2.	Services for setup/conversion to Imaging Module 3 days @ \$1,400/day	\$4,200
32.	One Year Maintenance/Support	\$1,350 per annum 18% of license fees

TOTAL Expenses **\$ 13,050**

All fees are exclusive of any sales taxes if applicable.

This quotation is valid for 90 days from 3/21/08.

**VertiQ Software LLC
18525 Sutter Blvd., Suite 280
P. O. Box 787 (Mailing Address)
Morgan Hill, CA 95037**

**Phone: 408-778-0608
Fax: 408-782-0850**



VertiQ Software LLC

18525 Sutter Blvd , Suite 280
 P O Box 787 (Mailing Address)
 Morgan Hill CA 95037
 Phone: 408-778-0608
 Fax: 408-782-0850

Travis County Medical Examiner Statement of Work Image Conversion Module

Imaging Conversion Project

Project Stages	Milestones	Deliverables	Payment Schedule
Requirements	<ul style="list-style-type: none"> • Travis will send us a 1 year sample of old images • VertiQ will provide a utility that converts the current images structure to the new tree structure that is used in the new system and updates the data tables with the image paths. • Travis County will then verify that the module is functioning and the images have been successfully converted. 	<ul style="list-style-type: none"> • We will then install the image module on your server and bring over the 1 year of converted images. • After approval we will set a date to do the final image conversion. • Final Image conversion will be installed on your server. 	\$13,050
Total			\$13,050
Completion Due Date Pending Receipt of PO:			



VertIQ Software LLC

18525 Sutter Blvd., Suite 280
P. O. Box 787 (Mailing Address)
Morgan Hill, CA 95037
Phone: 408-778-0608
Fax: 408-782-0850

Quotation for: Travis County Medical Examiner

CME Services:

Change the security hold to completely lock the forms except for the mentioned roles as requested by Travis County Medical Examiner.

We estimate about 4 hours of chargeable time at the rate of \$175/hour **\$700**

This quotation is valid for 90 days from 04/09/2008.



VertiQ Software LLC

18525 Sutter Blvd., Suite 280
P. O. Box 787 (Mailing Address)
Morgan Hill, CA 95037
Phone: 408-778-0608
Fax: 408-782-0850

Travis County Medical Examiner Statement of Work Security Hold Module

Security Hold Project

Project Stages	Milestones	Deliverables	Payment Schedule
Requirements	<ul style="list-style-type: none">• VertiQ will develop a new module for use at Travis County that will completely lock the forms except for the mentioned roles to be determined by Travis County and the investigator logged into the case.• Travis County will then verify that the module is functioning properly	<ul style="list-style-type: none">• VertiQ will then install the new Module on Travis County's server	\$700
Total			\$700
Completion Due Date Pending Receipt of PO:			



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

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Approved by: _____

Cyd V. Grimes 6/10/08

Voting Session: Tuesday, June 17, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR STORMWATER DRAINAGE PRODUCTS, IFB #B080223-LD, TO THE OVERALL LOW BIDDER, FERGUSON WATERWORKS. (TNR)

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: TNR, Joe Gieselman, Executive Manager, Christina Jensen, Steve Schiewe, 854-9383

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 stormwater drainage products for TNR East Side Service Center.

On May 16, 2008, IFB #B080223-LD, was issued to 13 vendors. Two bids were received on June 2, 2008. TNR has reviewed the bids and recommends award to the lowest overall bidder, Ferguson Waterworks. The other bidder did not bid on all line items.

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

- **Contract-Related Information:**

Award Amount: Estimated amount. As needed basis

Contract Type: Annual Contract

Contract Period: June 17, 2008 – June 16, 2009

- **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 13

Responses Received: 2

HUB Information: Vendor is not a HUB

% 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): 001-4912-538-8105
- Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

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

➤ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

RECEIVED
TRAVIS COUNTY

2008 JUN -4 PM 3: 25



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

**PURCHASING
OFFICE**

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

June 4, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Jorgensen for
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B080223-LD **Stormwater Drainage Products**

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, Ferguson Waterworks.

The commodity/sub-commodity code is 909/011 and the budget line item is 001-4912-538-8105.

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

CJ.JPG:cj
Contract File

Bid #B080223-LD - STORMWATER DRAINAGE PRODUCTS

Creation Date **May 13, 2008** End Date **Jun 2, 2008 2:00:00 PM CDT**
 Start Date **May 16, 2008 11:45:37 AM CDT** Awarded Date **Not Yet Awarded**

B080223-LD-1-01 18" DIA ID SOLID DOUBLE-WALL HDPE PIPE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Civ-Con Products, LP	First Offer - \$8.16	1300 / linear foot	\$10,608.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 3-5 days		
FERGUSON WATERWORKS	First Offer - \$8.56	1300 / linear foot	\$11,128.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: 18850020IB Vendor Notes: Delivery Time After Receipt of PO : 10 days		

B080223-LD-1-02 24" DIA ID SOLID DOUBLE-WALL HDPE PIPE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$13.46	280 / linear foot	\$3,768.80		Y
Agency Product Code: Agency Notes:			Supplier Product Code: 24850020ib Vendor Notes: Delivery Time After Receipt of PO : 10 days		
Civ-Con Products, LP	First Offer - \$13.56	280 / linear foot	\$3,796.80		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 3-5 days		

B080223-LD-1-03 36" DIA ID SOLID DOUBLE-WALL HDPE PIPE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Civ-Con Products, LP	First Offer - \$25.04	700 / linear foot	\$17,528.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 3-5 days		
FERGUSON WATERWORKS	First Offer - \$26.58	700 / linear foot	\$18,606.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: 36850020IB Vendor Notes: Delivery Time After Receipt of PO : 10 days		

B080223-LD-1-04 18" 45 DEGREE ELL					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$78.27	1 / each	\$78.27		Y
Agency Product Code: Agency Notes:			Supplier Product Code: 1897an Vendor Notes: Delivery Time After Receipt of PO : 10 days		
Civ-Con Products, LP	First Offer - \$176.48	1 / each	\$176.48		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 7-10 days Priced as 45deg Sweep (2 22.5deg miters). Price INCLUDES 2 couplers. Single 45 elbow w/ 2 couplers = 94.03.		

B080223-LD-1-05 36" X 18" WYE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$516.23	1 / each	\$516.23		Y
Agency Product Code: Agency Notes:		Supplier Product Code: 3686an Vendor Notes: Delivery Time After Receipt of PO : 10 days			
Civ-Con Products, LP	First Offer - \$655.69	1 / each	\$655.69		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 7-10 days INCLUDES 2 36" Marmac couplers and 1 18" split coupler.			

B080223-LD-1-06 36" X 24" REDUCER					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Civ-Con Products, LP	First Offer - \$334.70	1 / each	\$334.70		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 7-10 days INCLUDES 1 36" Marmac coupler & 1 24" split coupler.			
FERGUSON WATERWORKS	First Offer - \$444.40	1 / each	\$444.40		Y
Agency Product Code: Agency Notes:		Supplier Product Code: 3677an Vendor Notes: Delivery Time After Receipt of PO : 10 days			

B080223-LD-1-07 18" COUPLER					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$15.47	8 / each	\$123.76		Y
Agency Product Code: Agency Notes:		Supplier Product Code: 1865an Vendor Notes: Delivery Time After Receipt of PO : 10 days			
Civ-Con Products, LP	First Offer - \$16.10	8 / each	\$128.80		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 7-10 days			

B080223-LD-1-08 24" COUPLER					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$21.80	3 / each	\$65.40		Y
Agency Product Code: Agency Notes:		Supplier Product Code: 2465an Vendor Notes: Delivery Time After Receipt of PO : 10 days			
Civ-Con Products, LP	First Offer - \$23.04	3 / each	\$69.12		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 7-10 days			

B080223-LD-1-09 36" COUPLER					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$50.70	6 / each	\$304.20		Y
Agency Product Code:		Supplier Product Code: 3661 aa			

Agency Notes:		Vendor Notes: Delivery Time After Receipt of PO : 10 days			
Civ-Con Products, LP	First Offer - \$102.15	6 / each	\$612.90		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 7-10 days Marmac Coupler			

B080223-LD-1-10 2' X 2' X 2' CONCRETE GRATE INLET					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$342.00	5 / each	\$1,710.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: #26 Hanson Vendor Notes: Delivery Time After Receipt of PO : 10 days			

B080223-LD-1-11 ONE FOOT VERTICAL RISER					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$80.00	9 / each	\$720.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: #26 Hanson VF Vendor Notes: Delivery Time After Receipt of PO : 10 days			

B080223-LD-1-12 10' CURB INLET					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$1,200.00	3 / each	\$3,600.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: CURB INLET HANSON Vendor Notes: Delivery Time After Receipt of PO : 10 DAYS 4' DEPTH			

B080223-LD-1-13 5' X 5' JUNCTION BOX					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$1,250.00	1 / each	\$1,250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Hanson Vendor Notes: Delivery Time After Receipt of PO : 10 days complete w/ JB top slab			

B080223-LD-1-14 PRE-CAST CONCRETE STORM DRAIN MANHOLE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$749.15	1 / each	\$749.15		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Hanson Vendor Notes: Delivery Time After Receipt of PO : 10 days based on 18" out 511.00 inv 519.5 TG = 8.50 manhole 4" dia			

B080223-LD-1-15 PRE-CAST CONCRETE STORM DRAIN MANHOLE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$700.55	1 / each	\$700.55		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Hanson Vendor Notes: Delivery Time After Receipt of PO : 10 days 4' dia manhole 18" in/out 6.90" height 1-48" base, 1-24" cone, 3 grade rings to fg			

B080223-LD-1-16 32" STORM DRAIN MANHOLE RING AND COVER					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$350.00	3 / each	\$1,050.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: east jordon Vendor Notes: Delivery Time After Receipt of PO : 15 days		

B080223-LD-1-17 6" SCHEDULE 40 BELL END PVC PIPE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$2.45	300 / linear foot	\$735.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 10 days		

B080223-LD-1-18 8" SCHEDULE 40 BELL END PVC PIPE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$3.75	120 / linear foot	\$450.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 10 DAYS		

B080223-LD-1-19 12" SCHEDULE 40 BELL END PVC PIPE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$8.03	40 / linear foot	\$321.20		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Delivery Time After Receipt of PO : 10 DAYS		

B080223-LD-1-20 6" PVC GATE VALVE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$1,157.82	1 / each	\$1,157.82		Y
Agency Product Code: Agency Notes:			Supplier Product Code: SPEARS 5223-060 Vendor Notes: Delivery Time After Receipt of PO : 25 DAYS		

B080223-LD-1-21 6" CAST IRON GATE VALVE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$326.00	1 / each	\$326.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: AFC2506 Vendor Notes: Delivery Time After Receipt of PO : 10 DAYS		

B080223-LD-1-22 6" SCHEDULE 80 FLANGE ADAPTERS					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$65.00	4 / each	\$260.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: SPEARS Vendor Notes: Delivery Time After Receipt of PO : 10 DAYS		

B080223-LD-1-23 BOLT AND GASKET SET FOR FLANGES					
--	--	--	--	--	--

Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$13.50	4 / each	\$54.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: BGS150U Vendor Notes: Delivery Time After Receipt of PO : 10 DAYS		

B080223-LD-1-24 VALVE BOX					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$45.00	1 / each	\$45.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: CARSON Vendor Notes: Delivery Time After Receipt of PO : 25DAYS		

B080223-LD-1-25 6" VALVE BOX EXTENSION					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FERGUSON WATERWORKS	First Offer - \$15.00	2 / each	\$30.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: CARSON Vendor Notes: Delivery Time After Receipt of PO : 25 DAYS		

Vendor Totals

FERGUSON WATERWORKS		\$48,193.78 (25/25 items)
Bid Contact TOM ELLIS tom.ellis@ferguson.com Ph 512-930-2262	Address 200 PARK CENTRAL GEORGETOWN, TX 78626	
Agency Notes:	Vendor Notes:	
Civ-Con Products, LP		\$33,910.49 (9/25 items)
Bid Contact Clay Cashatt clay@civ-con.net Ph 512-608-0069	Address 716 Sunfish St. Austin, TX 78734	
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.

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 1-4912-538.81-05
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 12 PROPERTY DEVELOPMENT
Activity basic : 53 GENERAL GOVERNMENT
Sub activity : 8 CONSTRUCTION
Element : 81 CAPITAL OUTLAY
Object : 05 BUILDINGS

Original budget :	0	
Revised budget :	1,055,954	10/10/2007
Actual expenditures - current . :	20,187.05	
Actual expenditures - ytd . . . :	594,565.28	
Unposted expenditures :	.00	
Encumbered amount :	308,862.05	
Unposted encumbrances :	26,327.70-	
Pre-encumbrance amount :	107,642.80	
Total expenditures & encumbrances:	1,004,929.48	95.2%
Unencumbered balance :	51,024.52	4.8

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

14

Approved by: _____

Cyd V. Grimes 6/10/08

Voting Session: Tuesday, June 17, 2008

A. APPROVE ORDER EXEMPTING THE PURCHASE OF ONE HELICOPTER FROM AMERICAN EUROCOPTER, LLC FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(2) OF THE COUNTY PURCHASING ACT.

B. APPROVE CONTRACT AWARD FOR THE PURCHASE OF ONE HELICOPTER FROM AMERICAN EUROCOPTER, LLC DURING FY 2010 THAT IS CONTINGENT UPON FUNDING FOR THE PURCHASE IN EITHER THE FY 2010 BUDGET OR A SPECIAL BUDGET FOR DEBT FUNDING APPROVED BEFORE OCTOBER 31, 2010. (STARFLIGHT/EMERGENCY SERVICES)

Points of Contact:

Purchasing: Bonnie Floyd

Department: STAR Flight – Casey Ping, Willy Culberson, Stan Wedell, Mark Parcell;
Emergency Services – Danny Hobby

County Attorney (when applicable): Barbara Wilson

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro 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.

At a Commissioner's Court work session on May 22, 2008, the court was briefed on the STAR Flight business plan and the possibility of a third helicopter purchase after completion of a pilot program. At the time, it was the intent of the program to provide the helicopter manufacturer, American Eurocopter, a letter of intent to hold an aircraft frame for Travis County. Since that time, the county has been notified that due to a pending price increase from American Eurocopter's European parent company, a more formal agreement is needed to hold an aircraft for the County at current prices. The extent of the price increase hasn't been determined yet but could range from 1-20% due to current pressures caused by a weakened dollar exchange rate against the Euro. In order to provide the Commissioner's Court with both the opportunity to hold both the aircraft and the current price, American Eurocopter is willing to accept a purchase contract that says the contract is not binding

unless the Court approves funding for the purchase in its FY 2010 budget. As a result, the department recommends approval of the contract for purchase of a third helicopter.

The department further recommends that this purchase be exempted from the County Purchasing Act as an item necessary to preserve and protect the public health or safety of the residents of the county. The STAR Flight helicopters serve a public safety mission in providing for emergency medical transport, rescue operations, fire fighting and support for law enforcement. Significant operational benefits for the third aircraft to be same make and model as the current aircraft support the exemption. These all relate to interchangeability of inventory of parts and spares and both pilot and mechanic training. Maintenance requirements would also be the same. All of these considerations would reduce costs, increase efficiency of the operations and reduce the likelihood or error in the program.

No funding is requested at this time.

**ORDER EXEMPTING
PROCUREMENT OF ONE HELICOPTER
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received justification from the Emergency Services Department in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (2) and

WHEREAS, the County desires to enter into a contingent contract with American Eurocopter, LLC for the purchase of a third helicopter during FY 2010 that is contingent upon funding for the purchase in either the FY 2010 budget or a special budget for debt financing that is approved before October 31, 2010,

WHEREAS, this helicopter will join the STAR Flight fleet and serve a public safety mission in providing for emergency medical transport, rescue operations, fire fighting and support for law enforcement,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of one helicopter from American Eurocopter, LLC is exempted from the requirements of County Purchasing Act section 262.023 pursuant to TEX. LOC. GOVT .CODE ANN., section 262.024(a)(2), as these items are needed to preserve or protect the public health or safety of the residents of the county

Signed and entered this ____ day of _____, 2008.

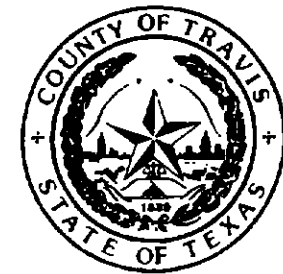
Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O.Box 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator

RECEIVED
TRAVIS COUNTY
JUN 5 2008
PURCHASING
OFFICE
Fire Marshal
Brad Beauchamp
Chief Medical Examiner
Dr. David Dolinak
STAR Flight
Casey Ping, Program Manager

MEMORANDUM

To: Travis County Commissioners Court

Through: Bonnie Floyd, Purchasing

From: Danny Hobby, Executive Manager, Emergency Services

Date: June 5, 2008

Subject: Exemption from County Purchasing Act and Approval of Contingent Contract

by
Pete Baldwin

The Commissioners Court recently had a work session “*STAR Flight* Discussion” with me and staff regarding the initial phases of the *STAR Flight* Business Plan (“Plan”), including the new cost projection model, for the *STAR Flight* Program. In that, there were two alternative suggestions for future operation. In the discussion, it was recommended to the Court that *STAR Flight* should include a pilot program in its budget proposal for FY 2009 that expands the operations to half staffing for the second helicopter to determine the accuracy of the model and the feasibility of acquiring a third aircraft. This would be Phase One of the Plan.

Since that discussion, *STAR Flight* has received additional market information. In order to maintain Travis County’s ability to implement Phase Two (the acquisition of another aircraft) on a timely basis, it is necessary to maintain Travis County’s position on the waitlist for a helicopter from American Eurocopter. Due to market pressures on American Eurocopter, it needs a more formal written document to keep this position available. In addition, we have been told that possible price increases are in the works and that having this document could maintain the current pricing for us.

In view of these circumstances, *STAR Flight* and Emergency Services are requesting that the Commissioners Court consider the following:

1. Ordering the purchase of one helicopter from American Eurocopter LLC exempt from the County Purchasing Act as an item necessary to preserve or protect the public health or safety of the residents of the county.
2. Approving a contract for the purchase of one helicopter from American Eurocopter LLC during FY 2010 that is contingent upon the Commissioners Court approving the funding for the purchase in either the FY 2010 budget or a special budget for debt funding that is approved before October 31, 2010.

Exemption Order

The County Purchasing Act allows the Commissioners Court to exempt the purchase of certain items from the requirements of that act. One of these is an item necessary to preserve or protect the public health or safety of the residents of the county. (Texas Local Government Code section 262.024 (2)). The *STAR Flight* helicopters serve a public safety mission in providing for emergency medical transport, rescue operations, fire fighting and support for law enforcement. In all of these functions, the helicopters assist in the preservation and protection of both the lives and property of county residents which is the essence of public health and safety. For this reason, the Commissioners Court has the legal authority to exempt the purchase of this item.

In addition to this legal authority, there are several business reasons to consider the request for this order favorably. The *STAR Flight* program currently operates two EC-145 helicopters. If Travis County decides in the future to expand the fleet to three, there are significant operational benefits for the third aircraft to be the same make and model as the current aircraft. These all relate to interchangeability. The inventory of parts and spares would be interchangeable. The pilot and mechanic training would be interchangeable. The maintenance requirements would be the same. All of these considerations would reduce costs, increase efficiency of operations and reduce the likelihood of error in the program.

Contingent Contract

The day after its discussion to the Commissioners Court, *STAR Flight* was advised that a letter of intent would not be adequate to maintain Travis County's position on the waitlist for a helicopter from American Eurocopter in early FY 2010. In

addition, American Eurocopter has received information from its European parent that price adjustments are eminent. The extent of these has not yet been finalized but could be anywhere from 1% to 20% due to current pressures caused by a weakened dollar exchange rate against the Euro. In order to hold the reservation (instead of facing an 18 month wait after the decision) and to maintain the current price, American Eurocopter must be able to advise its parent that it has a purchase agreement.

In order to provide the Commissioners Court with both the opportunity to hold both the reservation and the current price, American Eurocopter is willing to accept a purchase document that says very plainly that the contract is not binding on Travis County unless the Commissioners Court approves funding for the purchase in its FY 2010 budget and that this funding approval is solely in the court's discretion. The document proposed includes all of the standard provisions and protection that were negotiated by the county when the first two helicopters were purchased from American Eurocopter.



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

15

Approved by: _____

Cyd V. Grimes 6/10/08

Voting Session: Tuesday, June 17, 2008

A. PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE, DECLARE FIFTY (50) COMPUTER SYSTEMS AS SURPLUS PROPERTY.

B. PURSUANT TO SECTION 263.152(a)(4)(B) OF THE TEXAS LOCAL GOVERNMENT CODE, DONATE PROPERTY TO HUSTON-TILLOTSON UNIVERSITY. (FIXED ASSETS)

Points of Contact:

Purchasing: Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

County Attorney (when applicable): N/A

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The Purchasing Office has no issues and concerns.
- Pursuant to Section 263.151, declare attached fifty (50) computer systems as Surplus Property.
- Pursuant to Section 263.152(a)(4)(B) donate the fifty (50) computer systems to The Huston-Tillotson University, a private four year non-profit 501 (c) College in Travis County. These 50 computer systems will be used for two (2) computer science laboratories.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

AQ	TYPE	YEAR	TAG	IMP	DESCRIPTION	SERIAL	COST	INS	DEPT	DIV	P.O.	ASSET	LOC	STA	FUND
FA	MON	2008	141102	0	17" MONITOR, DELL		0	231.2	15	10		86319	TCDONA	A	8001
PO	MON	2002	102758	0	17" MONITOR, DELL		0	0	12	60	245081	66256	TCDONA	A	8001
PO	PCM	2003	133022	0	COMPUTER, GX270T DESKTOP		0	998.48	42	0	282661	71003	TCDONA	A	8001
PO	PCM	2003	132774	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69698	TCDONA	A	8001
PO	MON	2002	116071	0	17" MONITOR, DELL		0	231.2	15	10	258733	66332	TCDONA	A	8001
PO	MON	2003	115249	0	17" MONITOR, DELL		0	231.2	15	10	230374	57577	TCDONA	A	8001
PO	MON	2003	116118	0	17" MONITOR, DELL		0	231.2	15	10	259129	66346	TCDONA	A	8001
PO	PCM	2003	132767	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69691	TCDONA	A	8001
PO	PCM	2005	132616	0	COMPUTER, GX270T DESKTOP		0	924.8	45	60	262828	67298	TCDONA	A	8001
PO	MON	2003	116969	0	17" CRT WXP MONITOR, DELL		0	183.42	15	10	310566	74090	TCDONA	A	8001
PO	PCM	2003	132778	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69702	TCDONA	A	8001
PO	PCM	2003	132779	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	10	267993	69703	TCDONA	A	8001
PO	PCM	2003	132769	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69693	TCDONA	A	8001
PO	PCM	2002	132770	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69694	TCDONA	A	8001
PO	MON	2003	115545	0	17" MONITOR, DELL		0	231.2	15	10	246233	62668	TCDONA	A	8001
PO	MON	2003	116085	0	17" MONITOR, DELL		0	231.2	15	10	259130	66393	TCDONA	A	8001
PO	MON	2003	116087	0	17" MONITOR, DELL		0	231.2	15	10	259130	66414	TCDONA	A	8001
PO	MON	2003	116088	0	17" MONITOR, DELL		0	231.2	15	10	259130	66406	TCDONA	A	8001
PO	MON	2003	116091	0	17" MONITOR, DELL		0	231.2	15	10	259130	66403	TCDONA	A	8001
PO	MON	2003	116104	0	17" MONITOR, DELL		0	231.2	15	10	259130	66392	TCDONA	A	8001
PO	MON	2003	116107	0	17" MONITOR, DELL		0	231.2	15	10	259130	66398	TCDONA	A	8001
PO	MON	2003	116108	0	17" MONITOR, DELL		0	231.2	15	10	259130	66387	TCDONA	A	8001
PO	MON	2003	116112	0	17" MONITOR, DELL		0	231.2	15	10	259129	66349	TCDONA	A	8001
PO	MON	2003	116127	0	17" MONITOR, DELL		0	231.2	15	10	259129	66362	TCDONA	A	8001
PO	MON	2003	116139	0	17" MONITOR, DELL		0	231.2	15	10	259132	68676	TCDONA	A	8001
PO	MON	2003	116160	0	17" MONITOR, DELL		0	231.2	15	10	259133	67600	TCDONA	A	8001
PO	MON	2003	116161	0	17" MONITOR, DELL		0	231.2	49	10	266767	67658	TCDONA	A	8001
PO	MON	2003	116256	0	17" MONITOR, DELL		0	231.2	49	10	266767	67665	TCDONA	A	8001
PO	MON	2005	116261	0	17" MONITOR, DELL		0	231.2	49	10	266767	67664	TCDONA	A	8001
PO	MON	2005	116262	0	17" MONITOR, DELL		0	231.2	49	10	266767	67664	TCDONA	A	8001
PO	MON	2005	116921	0	17" CRT WXP MONITOR, DELL		0	183.42	15	10	310566	74115	TCDONA	A	8001
PO	PCM	2003	132589	0	COMPUTER, GX270T DESKTOP		0	924.8	45	60	262828	67314	TCDONA	A	8001
PO	PCM	2003	132600	0	COMPUTER, GX270T DESKTOP		0	924.8	45	60	262828	67308	TCDONA	A	8001
PO	PCM	2003	132602	0	COMPUTER, GX270T DESKTOP		0	924.8	45	10	262828	67302	TCDONA	A	8001
PO	PCM	2003	132696	0	COMPUTER, GX270T DESKTOP		0	924.8	49	10	266767	67645	TCDONA	A	8001
PO	PCM	2003	132698	0	COMPUTER, GX270T DESKTOP		0	924.8	49	10	266767	67636	TCDONA	A	8001
PO	PCM	2003	132700	0	COMPUTER, GX270T DESKTOP		0	924.8	49	10	266767	67649	TCDONA	A	8001
PO	PCM	2003	132702	0	COMPUTER, GX270T DESKTOP		0	924.8	49	10	266767	67651	TCDONA	A	8001
PO	PCM	2003	132709	0	COMPUTER, GX270T DESKTOP		0	924.8	49	10	266767	67651	TCDONA	A	8001
PO	PCM	2003	132757	0	COMPUTER, GX270T DESKTOP		0	924.8	49	10	266767	67640	TCDONA	A	8001
PO	PCM	2003	132758	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69681	TCDONA	A	8001
PO	PCM	2003	132761	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	10	267993	69682	TCDONA	A	8001
PO	PCM	2003	132764	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69685	TCDONA	A	8001
PO	PCM	2003	132765	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69688	TCDONA	A	8001
PO	PCM	2003	132768	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69689	TCDONA	A	8001
PO	PCM	2003	132773	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	10	267993	69692	TCDONA	A	8001
PO	PCM	2003	132773	0	COMPUTER, GX270T DESKTOP		0	1128.8	42	0	267993	69697	TCDONA	A	8001
PO	PCM	2004	133024	0	COMPUTER, GX270T DESKTOP		0	998.48	42	0	282661	71009	TCDONA	A	8001
PO	PCM	2006	133066	0	COMPUTER, GX270T DESKTOP		0	998.48	42	0	282661	71009	TCDONA	A	8001
PO	MON	2003	137310	0	17" STD CRT MONITOR, DELL		0	998.48	42	0	286196	77639	TCDONA	A	8001
PO	MON	2005	116918	0	17" MONITOR, DELL		0	183.4	15	10	334750	85937	TCDONA	A	8001
PO	MON	2005	116918	0	17" MONITOR, DELL		0	183.42	15	10	310566	74110	TCDONA	A	8001



HUSTON-TILLOTSON UNIVERSITY

May 22, 2008

Mr. Ron Dube, Manager
314 West 11th Street
Room 400
P.O. Box 1748
Austin, Texas 78767

RE: Request for Donation of Dell Desktop and Notebook Computers

The purpose of this letter is to request the donation of used Dell desktop and notebook computers for two (2) computer science laboratories at Huston-Tillotson University. A copy of our Internal Revenue Service Tax ID is attached.

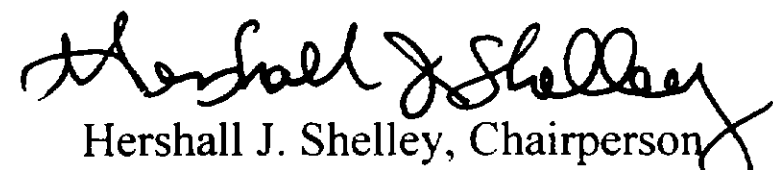
Huston-Tillotson University is a private four year institution with no state funding and established in 1875. We provide liberal arts curriculum and foundation for multi-ethnic students seeking an education that is not only specific to a particular major but filled with a broader exposure to the arts, literature, and culture.

New initiatives, including the criminal justice major, religious studies minor, and international business concentration are all guided by faculty who teach within the College of Arts and Sciences or the School of Business and Technology.

The College of Arts and Sciences houses the Department of Humanities and Fine Arts, Social and Behavioral Sciences, Natural Sciences and Mathematics, and Education and Kinesiology. The School of Business and Technology houses Business Administration and Computer Science on the hilltop campus that is located in east Austin.

If you have questions, please contact me at (512) 505-3113 or hjshelley@htu.edu.

Warmest regards,


Hershall J. Shelley, Chairperson
Department of Computer Science

cc. President Larry Earvin
Dean Steven Edmond
Dan Rollie

Address any reply to: 300 E. 8th St., Austin, Tex. 78701

Department of the Treasury



District Director
Internal Revenue Service

Date:

May 21, 1971

In reply refer to:

A-FA-EO-GRI

AUS:EO:71-774

▷ Huston-Tillotson College
1820 East 8th Street
Austin, Texas 78702

Gentlemen:

On the basis of your statement and the information recently submitted regarding the admissions policy of your institution, and the publicizing thereof, and with the understanding that such policies will remain in effect, we confirm the exempt status of your institution under Internal Revenue Code, Section 501(a), as an organization described in Section 501(c)(3).

This confirmation does not preclude a reevaluation of your admissions policy at a later date. It also does not preclude an examination of the operations of your institution to determine if the policy as described in your statement is being implemented.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "R. L. Phinney".

R. L. Phinney
District Director



TRAVIS COUNTY PURCHASING OFFICE

16

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: _____

Bonnie Floyd 6-13-09

Voting Session: Tuesday June 17, 2007

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS070116RE, WITH AMERICAN YOUTHWORKS, FOR TRAIL AND PARK IMPROVEMENT. (HHS & VS)

Points of Contact:

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:** Joe Gieselman, Charles Bergh, TNR

RECEIVED
COUNTY JUDGES OFFICE
08 JUN 13 PM 3:14

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

American YouthWorks (AYW) and Travis County parks staff have planned improvement projects for various County parks and preserves during 2008. These projects include improving hiking trails and camping areas, parking lot improvements, and habitat restoration, among others. Students complete these projects under the supervision of AYW and County parks staff.

This modification no. 3 increases the contract amount by \$68,742.00 for TNR projects. HHS funding remains at \$83,250.00, TNR funding is increased from \$20,250.00 to \$88,992.00 for the 2008 contract period. Total contract funds are not to exceed \$172,242.00

Modification no. 2 increased the contract by \$20,250.00 for TNR projects.

Modification no. 1 renewed the agreement for an additional twelve month period from January 1, 2008 through December 31, 2008. Contract funds not to exceed \$103,500 for this renewal period.

➤ **Contract Expenditures:** Within the last 12 months \$61,875.00 has been spent against this contract.

Contract-Related Information:

Award Amount: \$83,300
Last Updated 10:41am 6/16/2008

- Contract Type: Professional Services
Contract Period: January 1, 2007 - December 31, 2007

➤ **Contract Modification Information:**

Modification Amount: \$172,242.00
Modification Type: Bilateral
Modification Period: January 1, 2008-December 31, 2008

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 442420
- Funding Account(s): 56-4945-761-8105 project #WPE009 and 463-4945-809-8105 project #WPE009
- Comments:

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified X Not Verified by Auditor.



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

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

DATE: June 13, 2008
TO: Members of the Commissioners Court
FROM: _____
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: American YouthWorks 2008 contract amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment adding \$68,742 in one-time funding to the contract with American YouthWorks for improvement projects in various Travis County parks.

Summary and Staff Recommendations:

American YouthWorks (AYW) works with Travis County parks staff to design and build improvement projects in various county parks and preserves. These projects include improving hiking trails and camping areas, parking lot improvements, and habitat restoration, among others. AYW program participants complete these projects under the supervision of AYW and county parks staff.

The amendment will add \$68,742 from the Travis County Transportation and Natural Resources Department (TNR) for the restoration of a house at Southeast Metro Park.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The original contract budget for 2008 was \$103,500 with TCHHSVS contributing \$83,250 and TNR \$20,250. TNR is adding \$68,742 to bring the contract amount to \$172,242. The additional money is in line items 456-4945-761-8105 (Project #WPE009) and 463-4945-809-8105 (Project #WPE009). The requisition number is 442420.

This contract follows the calendar year. The contract number is PS070116RE.

Issues and Opportunities:

The projects paid for by this contract will improve park facilities for county residents while giving the young people who work on them a chance to learn job skills and environmental stewardship through hands-on activities. Travis County Parks staff reviews all work before the county pays AYW.

Background:

AYW (formerly American Institute for Learning) helps high school dropouts aged 17 to 21 finish their education and pursue self-sufficiency. AYW provides GED and high school diploma classes, employment training, health services, and career counseling. The first contract for park improvements was in 2001.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mike Crawford, Senior Financial Analyst, Travis County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Rodney Rhoades, Executive Manager, Planning and Budget Office
 Travis Gatlin, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Purchase Requisition - Item Information

```

Line number . . . . . 1
Item desc . . . . . SERVICES FOR RENOVATION OF
Vendor part # . . . . .
Commodity . . . . . 909 BUILDING CONSTRUCT SVCS
Sub-com . . . . . 077 SPECIAL CONSTRUCTION
Item # . . . . .
Ship to . . . . . Z7 TNR-SE METRO PARK
Quantity . . . . . 49,395.00
Order UOM . . . . . DOL DOLLAR
Cost code . . . . . N NOT APPLICABLE
Unit cost . . . . . 1.0000
Account # . . . . .
Project . . . . .
Purchase order . . . . .

```

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: **Rebecca Gardner**
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
June 13, 2008

ISSUED TO:
American YouthWorks
204 E. 4th Street
Austin, TX 78701

MODIFICATION NO.:
3

EXECUTED DATE OF ORIGINAL CONTRACT:
January 1, 2007

ORIGINAL CONTRACT TERM DATES: January 1, 2007-December 31, 2007 CURRENT CONTRACT TERM DATES: January 1, 2008-December 31, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$83,300.00 Current Modified Amount: \$172,242.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Upon execution of this modification, the contract is modified as provided below.



1. Amend the '08 Renewal contribution from County Departments as follows:
TCHHSVS: \$83,250.00
TNR (Transportation and Natural Resources) \$88,992.00

During the '08 Renewal Term, the fiscal year limitations under 13.1.2(a) shall be:

- (i) January 1, 2008 - September 30, 2008:

<u>\$62,437.50</u>	(75% of TCHHSVS Total)
<u>\$88,992.00</u>	(100% of TNR Total)
TOTAL January 1, 2008 - September 30, 2008:	<u>\$ 151,429.50</u>
- (ii) October 1, 2008 - December 31, 2008

<u>\$20,812.50</u>	(25% of TCHHSVS Total)
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2. No change to contract term.

See attached for additional information.

Note to Vendor:

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
--	---

TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
--	-------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
--	-------------

**AMENDMENT OF CONTRACT BETWEEN
TRAVIS COUNTY AND
AMERICAN YOUTHWORKS FOR
WORKFORCE TRAINING THROUGH THE PARKS PROGRAM**

This Amendment of Contract ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and American YouthWorks ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began January 1, 2007, and terminates December 31, 2007 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

The Contract provides for renewal and amendment of the agreement by the written agreement of the Parties.

Pursuant to the Contract, the Parties have renewed the Contract for an additional term beginning January 1, 2008, and continuing through December 31, 2008 ("08 Renewal Term") and have made previous changes to the Contract by written agreement.

The Parties desire to make certain additional changes to the Contract.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Contract as follows:

1.0 2008 CONTRACT RENEWAL TERM

1.1 **'08 Renewal Term.** The Parties agree that they have previously executed a document ("08 Renewal") to renew the Contract for an additional one-year term beginning January 1, 2008, and continuing through December 31, 2008 ("08 Renewal Term").

2.0 '08 RENEWAL TERM CONTRACT FUNDS

2.1 **Maximum Funds.** The Parties hereby agree that the maximum funds provided by County for the 08 Renewal Term under the terms of this Amendment are an not to exceed the following:

\$172,242.0

Of that amount, contribution from County departments will be as follows:

TCHHSVS:	<u>\$83,250.00</u>
TNR (Transportation and Natural Resources)	
Original Amount:	<u>\$20,250.00</u>
Added Amendment Amount:	<u>68,742.00</u>
Total TNR Amount:	<u>\$88,992.00</u>

2.2 **08 Renewal Term Fiscal Year Limitations on Funding.** The Parties agree that the amount set forth in Section 2.1 of this Amendment are subject to the following fiscal year limitations:

(i) January 1, 2008 - September 30, 2008:

\$62,437.50 (75% of TCHHSVS Total)

\$88,992.00 (100% of TNR Total)

TOTAL January 1, 2008 - September 30, 2008: **\$ 151,429.50**

(ii) October 1, 2008 - December 31, 2008 (25% of TCHHSVS Total)

\$20,812.50

3.0 **ATTACHMENTS**

3.1 The Parties agree that this Amendment covers an additional \$68,742.00 of TNR contribution which will be utilized for an additional project as set forth in this Amendment. That project and the additional funds will be utilized according to the terms of the Project Outline, Budget and Request for Payment, attached to this Amendment as Exhibit 1 and hereby made a part of the Contract, as amended herein, and constituting promised performances by Contractor in accordance with all terms of this Contract, as amended.

4.0 **INCORPORATION**

4.1 County and Contractor hereby incorporate the Contract, as amended, into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 **EFFECTIVE DATE**

5.1 This Amendment is effective June 1, 2008, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.



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

June 13, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: New Travis County Park Fees (Recommendation Summary)

Proposed Motion:

Discuss and take appropriate action on proposed park fees for the Community Pavilion at East Metropolitan Park and reservation of athletic fields at all county parks.

Public Hearings Summary

TNR Park staff held four public meetings throughout the county (see attached pres release). The meetings were lightly attended, however we received comments from several of our athletic field user groups; we have summarized the comments below:

- The adult soccer organizations were concerned that the cost to reserve a field for their weekend league play would rise from \$50 per day to \$100 per day (they generally use the fields that they reserve for 10 hours). Although concerned they understand our desire to promote accountability and if long-term field availability is improved for their organizations they support us. They also realize that it has been a long time since Travis County has raised fees for athletic fields. (See attached letter from the adult soccer organizations)
- A representative of a sports social league that uses our fields at Richard Moya Park and Southeast Metropolitan Park attended and supported our proposal. They use the fields primarily on weekday evenings so they may see some cost savings.
- A member of the Pflugerville recreational baseball league attended and expressed concerns about the rising cost for their league to use the Northeast Metropolitan Park little league fields. They currently get support from the local select baseball organization and are able to meet costs. They plan to formalize their arrangement with the area select organization to insure the long-term sustainability of recreational baseball in there area.
- A representative of youth football in the Pflugerville area attended. He realized that their cost of renting a field would go from \$10 per day to \$40 to \$50 per day, however he felt that it was still quite reasonable.

Recommendations

A. East Metropolitan Park Community Pavilion

With a capacity of approximately 200 guests, along with exclusive access to a large pier over the Kingfisher Pond, this facility has the versatility to accommodate community meetings, family reunions, weddings, or various other events. Included with the main building and pier is a separate kitchen building with warming tables and refrigerator, a restroom facility, and ample parking. To date, a user fee has not been adopted for this new park amenity. We have already received numerous requests for reservations of the new Community Pavilion at East Metropolitan Park. TNR staff anticipates that this pavilion will be used for a wide range of community and family events.

TNR staff received comments from members of the Court and propose the following fee schedule for the Community Pavilion at East Metropolitan Park.

Community Pavilion at East Metropolitan Park	\$50.00 per hour / 2 hour minimum or \$500.00 per day. (park hours) \$200.00 Deposit and \$10.00 Reservation Fee Required
--	---

B. Athletic Field Fees

Staff recommends modifying the current field usage fees, including Tournament/Special Event fees; replacing them with the following fees:

Permit/Fee Type	Current Fees	Proposed Fee Modifications
Basic- Athletic Field Usage*	General Public \$50.00 per field/per day Nonprofit Youth Groups No Charge	General Public \$5.00 per field / per hour Nonprofit Youth Groups No Charge
Athletic Field Reservations	\$10.00 non-refundable reservation fee per day/per park	\$5.00 non-refundable reservation fee per field/per hour
Tournaments/Special Events: East Metro, NE Metro, SE Metro, SW Metro	Groups (General) \$75.00 per field/per day Groups (Non-Profit Youth) \$75.00 per field/per day	\$5.00 per field / per hour maintenance surcharge
Tournaments/Special Events: Del Valle, Moya, Webberville	Groups (General) \$40.00 per field/per day Groups (Non-Profit Youth) \$40.00 per field/per day	\$5.00 per field / per hour maintenance surcharge
Parking Fee (Tournament) East Metro, NE Metro, SE Metro	Groups (Adults) \$25.00 per team/per day Groups (Youth) \$10.00 per team/per day	<u>Discontinue Fee</u>
Parking Fee (Tournament) Del Valle, Moya, Webberville	Groups (Adults) \$10.00 per team/per day Groups (Youth) \$5.00 per team/per day	<u>Discontinue Fee</u>

Attachments

Press release for public meetings
Letter from adult soccer organizations
Other county athletic field fee information

cc: Blain Keith, County Auditor's Office
Jessica Rio, Planning & Budget Office
Cynthia McDonald – Financial Services
Charles Bergh, Parks Division Director
Kurt Nielsen, Park District Manager
Dan Perry, Park District Manager
Dan Chapman, Chief Park Ranger
Isabelle Lopez, TNR – Financial Services



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

June 4, 2008

For additional information contact: Kurt Nielsen, Park Operations Manager – (512) 854-7218.

FOR IMMEDIATE RELEASE

TRAVIS COUNTY, TEXAS: The Travis County Commissioners’ Court authorized the Transportation and Natural Resource Department (TNR) to conduct public meetings to solicit comments from constituents regarding proposed fee modifications to the County’s park fee schedule.

This proposed modification to the park fee schedule only involves the new Community Pavilion at East Metro Park and the County’s athletic fields. All other park fees will remain unchanged.

East Metropolitan Park Community Pavilion: The new Community Pavilion at East Metropolitan Park is a unique facility when compared to other park shelters and concession stands within the County Parks System. It can accommodate in excess of 200 people. It has a kitchen, restroom, and ample parking. It also has a large deck overlooking a pond. The proposed use fee reflects the unique character of this amenity. The proposed fee is \$100.00 per hour / 2 hour minimum or \$750.00 per day with a \$200.00 deposit. There will also be a \$10.00 non-refundable reservation fee.

Athletic Field Fees: Travis County Parks has a total of 63 sport fields available for public use, which includes 32 soccer/multi-use fields and 31 baseball/softball fields. The County is proposing the following changes:

Permit/Fee Type	Current Fees	Proposed Fee Modifications
Basic- Athletic Field Usage*	General Public \$50.00 per field/per day Non-Profit Youth Groups No Charge	General Public \$5.00 per field / per hour Non-Profit Youth Groups No Charge
Athletic Field Reservations	\$10.00 non-refundable reservation fee per day/per park	\$5.00 non-refundable reservation fee per field/per hour
Tournaments/Special Events: East Metro, NE Metro, SE Metro, SW Metro	\$75.00 per field/per day \$5.00-\$25.00 per team parking fee	\$5.00 per field / per hour maintenance surcharge

*These fees **do not** include field preparation or sport field lighting.

These public meetings will be conducted in the evenings between 7:00 PM and 8:00 PM on the following dates at the locations listed below:

June 9, 2008
Travis County Satellite 1
9301 Johnny Morris Road, Austin TX. 78724

June 10, 2008
South Rural Community Center
3518 FM 973 South, Del Valle TX. 78617

June 11, 2008
Commissioners Court Conference Room
314 West 11th Street, Austin TX. 78701

June 12, 2008
Northeast Community Center
15822 Foothill Farms Loop, Pflugerville TX. 78660

Written comments can also be sent to:

Kurt.Nielsen@co.travis.tx.us

-or-

Travis County Parks
Attention: Kurt Nielsen
PO Box 1748
Austin, Texas 78767

The Commissioners' Court will hold a public hearing Tuesday, June 17, 2008 to receive public comments and consider adoption.

COUNTY ATHLETIC FEE CHARGE INFORMATION

6/13/2008

DEPT.	CONTACT #	SOFTBALL	SOCCER/FOOTBALL	BASEBALL	LIGHT FEE	PREP FEE	TRNMT FEES
BEXAR COUNTY							
CITY/COUNTY PARKS RESV. DEPT	210-207-7275 Resv-Line (Main Park # 1-210-207-8480)	BEFORE 5:00 PM: A) Youth- \$10.00 per hr.; Adult- \$12.00 per hr	A) \$10.00 per hr before 5:00 pm	A) \$10.00 per hr before 5:00 pm	Included	Included	Alva J Fischer Softball Complex: 4 Fields; \$165.00 a day for 12 hrs; \$15.00 each add'l hr
		B) AFTER 5:00 PM: Youth- \$14.00 per hr.; Adult \$16.00 per hr	B) \$14.00 per hr after 5:00 pm	B) \$14.00 per hr after 5:00 pm	Included	Included	Kennedy Softball Complex: 5 Fields; \$165.00 a day for 12 hrs; \$15.00 per hr
		C) Class A daily rental: 1. Youth- \$165.00 for 12 hrs and \$20.00 per hr/each add'l hr (or portion of hr) 2. Adult- \$180.00 for 12 hrs and \$20.00 per hr/each add'l hr (or portion of hr)	C) \$150.00 all day up to 12 hrs with \$20.00 for each add'l hr	C) \$150.00 all day up to 12 hrs with \$20.00 each add'l hr	Included	Included	
		D) Class B daily rental: 1. Youth- \$150.00 for 12 hrs and \$20.00 per hr/each add'l hr (or portion of hr) 2. Adult \$165.00 for 12 hrs and \$20.00 per hr/each add'l hr (or portion of hr)			Included	Included	

Last Updated 10:41am 6/16/2008

DALLAS COUNTY

COUNTY ATHLETIC FEE CHARGE INFORMATION

6/13/2008

DEPT.	CONTACT #	SOFTBALL	SOCCER/FOOTBALL	BASEBALL	LIGHT FEE	PREP FEE	TRNMT FEES
<p>HARRIS COUNTY INFO: In the North Region parks you must submit a letter stating type of event, how many people, days and hours you will be using the athletic complexes. Fields are only reserved annually or seasonal. Regional decides what you pay determining what you need.....In the South Region sports teams lease from the county and you reserve thru them. If you are having 1 night game they won't charge you, if you decide to have several you will be charged \$500-\$600 dollars on a 6 month basis. If your having a tournament you'll be charged \$100 per field (includes lights, you turn them off and on.) Field rental does not include field prep., don't offer it.</p>							

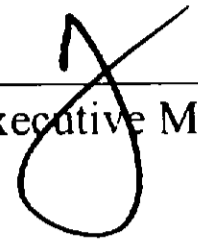
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Travis County Commissioners Court Agenda Request

Voting Session 6/17/08
(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:

A. Wandering Creek Preliminary Plan in Precinct Four (Preliminary Plan – 1,794 Lots – 647.89 Acres – Elroy Road – Fiscal is not required with the preliminary plan – Sewage service to be provided by the City of Austin – City of Austin ETJ).

B. Approve a Phasing Agreement for the Wandering Creek Preliminary Plan

C. Approved by:

Commissioner Margaret Gómez, Precinct Four

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:

Michael Hettenhausen: 854-7563 Chris Gilmore: 854-9455
Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

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.)

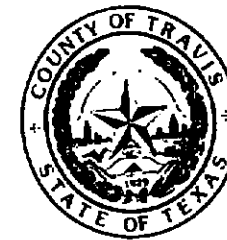
Purchasing Office (854-9700)

- ___ 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

June 6, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: Wandering Creek Preliminary Plan, Precinct Four

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Wandering Creek Preliminary Plan in Precinct Four (Preliminary Plan – 1,794 Lots – 647.89 Acres – Elroy Road – Fiscal is not required with the preliminary plan – Sewage service to be provided by the City of Austin – City of Austin ETJ).**
- B. Approve a Phasing Agreement for the Wandering Creek Preliminary Plan**

SUMMARY AND STAFF RECOMMENDATION:

This preliminary plan subdivision consists of 1,794 total lots (1,745 residential lots, 47 open space/detention facility lots, one amenity center lot, and one water tank lot). Fiscal is not required with this preliminary plan. There are 67,698 linear feet of public streets proposed with this plan. Parkland dedication or fees in lieu of dedication is not required with the preliminary plan and will be satisfied with the final plat.

As this preliminary plan meets the requirements of Title 30, the subdivision regulations of the Travis County/City of Austin Single Office and has been approved by the City of Austin, TNR staff recommends approval of the preliminary plan and phasing agreement.

ISSUES AND OPPORTUNITIES:

History of Application

The previous Wandering Creek Preliminary Plan application (C8J-06-0191) was submitted on August 29, 2006, to the Single Office for review by City of Austin and Travis County staff. The previous application was not complete after the initial 180 day review period, and the applicant requested and staff granted a 180 day extension to the review period. The application was extended beyond the 360 day review period due to late days accumulated by master comment reports not being delivered to the applicant by the deadlines specified in Title 30. Throughout the review period, Single Office staff was contacted by numerous adjacent property owners who raised concerns about the pipelines traversing the area and pipeline safety, the potential for increased flooding due to the proposed development, and the proposed developments potential impacts on the local schools and infrastructure. Staff met with the adjacent property owners six times to discuss and address the concerns, and the applicant met with the adjacent property owners eleven times. On November 13, 2007, Single Office staff, the applicant, and the neighborhood group met, and at which time, it was discovered that the topographic information was incorrectly registered to the preliminary plan. Staff felt that this information needed to be reviewed thoroughly and since the application had exceeded the maximum allowable review time, the applicant withdrew the application on December 13, 2007. A new application was submitted to the Single Office on December 26, 2007, with the topographic information correctly registered on the preliminary plan. The previous application and the new application have been carefully reviewed by Single Office staff. The new application is considered a complete application and is recommended for approval.

Notification

Notification of filing of this preliminary plan application and its hearing at ZAP and Commissioners' Court was mailed to all current owners of property and all registered neighborhood associations within 300 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. In addition, the Single Office has registered eleven interested parties for this application who have been mailed master comment reports and notices for the administrative decisions made concerning the preliminary plan.

Transportation

As part of the preliminary plan application, the applicant completed a Traffic Impact Analysis (TIA) on August 23, 2006. The TIA was reviewed by Travis County and Texas Department of Transportation (TxDOT) transportation reviewers and traffic engineers. Upon review, it was determined that a subsequent report was necessary and a

technical addendum was prepared and submitted to TxDOT on June 21, 2007. In the TIA, the traffic growth was estimated based on traffic counts available from the Capital Area Metropolitan Planning Organization (CAMPO) from which forecasts were derived. Typically, major intersections within the study area are chosen for analysis that would be most impacted by the development to identify potential improvements. City of Austin/Travis County Single Office and TxDOT staff have reviewed the original and subsequent study and have approved the conclusions and recommendations outlined in the study and addendum.

Improvements to the surrounding infrastructure, based on the recommendations in the TIA, include construction of an eastbound right hand turn lane on Elroy Road at Wandering Creek Drive (the main entrance into the Wandering Creek subdivision) and the installation of a traffic signal at this intersection; the construction of an eastbound left turn lane, a westbound right turn lane, and installation of a traffic signal at Ross Road and Elroy Road; and the construction of a westbound left turn lane at McAngus Road and Elroy Road. The applicant will be required to make certain improvements outlined in the TIA based on phases of the plan as those sections are final platted. Since Elroy, Ross, and McAngus roads are considered county roads, the recommended improvements adjacent to the proposed subdivision are outlined in a Phasing Agreement (Item B) entered into by Travis County and the developer based on the phases of the development (please see attached). As the phasing agreement involves Travis County roads, the preliminary plan could be acted upon by the Zoning and Platting Commission prior to the County executing this agreement. In the phasing agreement, the owner shall post fiscal security in a form and amount satisfactory to the County for 1) one hundred percent (100%) of the cost of construction of an eastbound right turn lane on Elroy Road at Driveway D/Wandering Creek Drive, the main entrance into the Wandering Creek subdivision and 2) the owner's pro-rata share (as defined in the agreement) of the costs for installation of a traffic signal at this intersection. The amount of fiscal security for the traffic signal shall be based on the owner's site traffic as a percentage of total traffic. The fiscal security for the right turn lane shall be posted when the final plat for Wandering Creek Drive is submitted for approval and Wandering Creek Drive is included in the construction plans for that section. The fiscal security for the traffic signal shall be posted when the County determines the warrants are met in the field for installation of a signal. The County, or other governmental entity with jurisdiction, shall be responsible for construction/installation of the traffic signal when warrants for such signal are met.

The CAMPO 2030 Mobility plan recommends this section of Elroy Road, as well as Maha Loop between Elroy Road and FM 812, to be upgraded to a four-lane major divided arterial (MAD 4) by 2030. The proposed Maha Loop roadway alignment will

pass through the Wandering Creek Development. As part of approval of the final plat for the area, a section of Maha Loop (between Elroy Road and the south end Wandering Creek property line, labeled Wandering Creek Drive on the preliminary plan) will have right-of-way (ROW) dedicated and a portion of the roadway constructed as part of this project in accordance with Title 30 Subdivision Standards. Right-of-way for the section of Maha Loop south of the Wandering Creek preliminary plan boundaries will be dedicated and the road constructed by others as those tracts of land are subdivided as part of future development in the area.

When CAMPO roads are placed in the CAMPO Mobility Plan, the funding will be provided by either the developer of the project adjacent to the road or by Travis County. Currently, Travis County has no funds for the roadway improvements.

Pipelines

Two easements containing three natural gas pipelines bisect the property of the proposed development. However, the City of Austin's pipeline ordinance, which requires certain performance based standards for habitable structures near hazardous pipelines, does not extend into the city's ETJ. Nonetheless, the applicant has voluntarily agreed that construction of any structures on lots within 200 feet of a hazardous pipeline, as defined by the City of Austin's pipeline ordinance, will be in compliance with the requirements of the ordinance. This information is stated in a plat note on the plan. In addition, should this area become annexed by the City of Austin, which would require the homebuilder to acquire residential building permits from the City of Austin rather than Travis County, the requirement of the City of Austin's pipeline ordinance would apply.

The local emergency service provider, Emergency Services District #11, does not have review authority of preliminary plans. However, Single Office staff provided a copy of the plan to the Travis County fire marshal, who approved the layout of the subdivision. The layout includes a 50 feet wide emergency access ROW, which will not be utilized by residents of the subdivision during normal operations (an emergency access gate will be installed at the subdivision side of the drive) but would be available for use should an emergency result which obstructs the primary drive or otherwise makes the primary drive unfit for use by residents or emergency responders. In addition, the fire marshal indicated sections 3 and 4 of the subdivision should have similar emergency access ROW if, by the time these sections are final platted, these sections do not have a second point of access through development of adjacent property.

Hazard Mitigation Plan

Travis County's Hazard Mitigation Plan was adopted in 2004 and approved by FEMA in 2005. The plan's purpose is to mitigate damage from natural hazards, such as flooding, to structures that were constructed prior to the adoption of regulations preventing development in high hazard areas. The County uses the plan to obtain grant funding from FEMA to fund its mitigation efforts. All new developments must comply with current Travis County and City of Austin regulations preventing development in high hazard areas, therefore Hazard Mitigation Plans for these new developments are not required.

FEMA/CLOMR

The applicant is proposing to modify the current Federal Emergency Management Agency (FEMA) floodplain along Dry Creek. As part of the preliminary plan application to the Single Office, the applicant has submitted a complete application for a Conditional Letter of Map Revision (CLOMR) to FEMA for their technical review. The purpose of the CLOMR application is to receive FEMA's input on the proposed development's impact on the floodplain prior to approval of any final plats. The CLOMR application will be reviewed for correctness by FEMA. For a preliminary plan to be presented to the Zoning and Platting Commission and Commissioners' Court, the CLOMR application must be complete only – FEMA is responsible for certifying that it is correct.

Environmental

The City of Austin environmental and wetlands staff has reviewed the preliminary plan application. The applicant submitted, and the city staff has reviewed, an environmental assessment for the property. In the environmental assessment, four wetlands were identified on the property. However, since these wetlands are in four separate locations, the wetlands staff felt mitigation was appropriate rather than requiring setbacks around each individual wetland. The mitigation resulted in one large critical environmental feature (CEF) buffer for the mitigatable wetlands consisting of 12.76 acres, as shown on the cut/fill exhibit at the end of the preliminary plan. Also, the existing lake will be classified as a CEF and identified as a drainage easement and open space lot on the preliminary plan and the associated final plat. Forty-seven lots will be classified as open space/drainage easement lots totaling 347.88 acres, or 53.7% of the entire subdivision's land area.

Water/Wastewater

The applicant submitted a Service Extension Request (SER) with the City of Austin for the applicant and the City to enter into a cost reimbursement agreement for water and wastewater services to proposed development. The City of Austin City Council

approved the water and wastewater SERs on January 17, 2008. Once the proposed utility lines are constructed, inspected, and accepted by the City of Austin, they will be owned and maintained by the City. Others wishing to tie to those lines must apply to the City for service. The proposed offsite water lines are of the size (24 and 36 inches) that the City of Austin, per design criteria does not allow direct service connections. All customers within the City of Austin service area can connect to these lines through the extension of smaller diameter lines at their expense. All streets within the proposed subdivision that front adjacent properties will have adequately sized water lines installed. Adjacent properties will be allowed to extend these water lines into their property at their expense. Wastewater improvements will follow the same protocol. Also, the wastewater Service Extension Request does require the developer of Wandering Creek to grant appropriately sized wastewater easements/right-of-way within their property to allow adjoining properties access to the proposed 36-inch gravity wastewater improvements.

Waivers/Variances

The applicant has satisfied the requirements of Title 30 to be granted an administrative waiver to 30-2-34 (Balance of Tract), an administrative environmental variance to 30-5-342(A)(Fill over 4 feet but less than 8 feet), and an administrative environmental variance to 30-5-343(A)(Permanent spoils in the floodplain).

Process

Throughout the review process of the previous application as well as the new application, staff has met with concerned neighbors on six occasions, and the new application received two postponements (March 4, 2008 and March 18, 2008) by the Zoning and Platting Commission. In addition, information on this application has been available through open records requests and the Master Review Comment Reports to this application are available on the City of Austin's website, accessible anytime, at https://www.ci.austin.tx.us/devreview/a_queryfolder_permits.jsp, by referencing Case Number C8J-2007-0140.

BUDGETARY AND FISCAL IMPACT:

None.

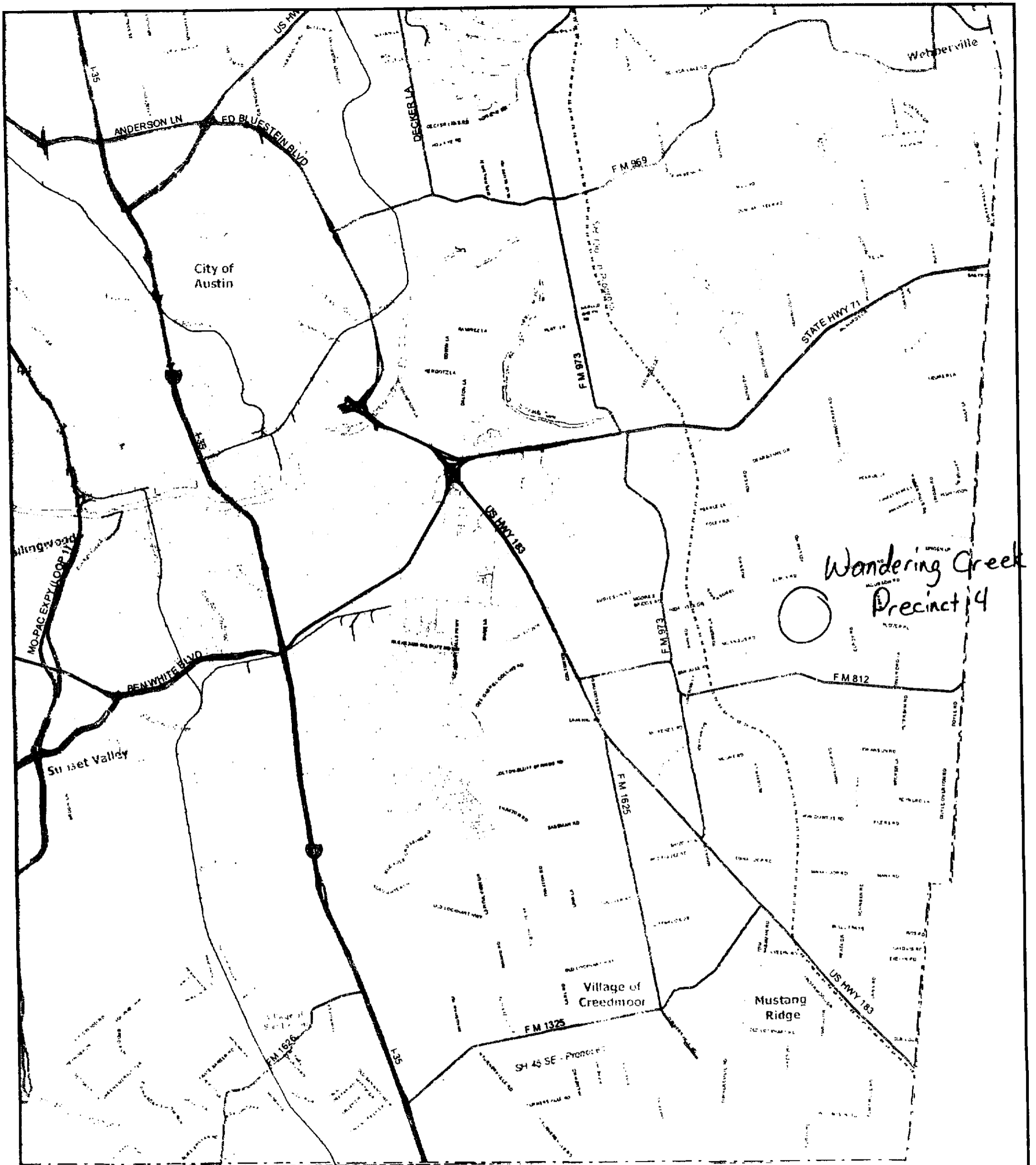
REQUIRED AUTHORIZATIONS:

None.

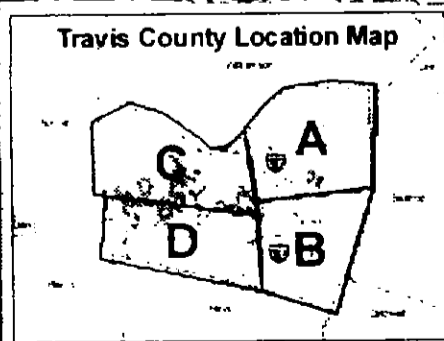
EXHIBITS:

Location map
Precinct map
Phasing Agreement

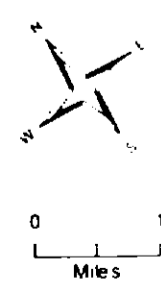
AMB: mph
1105



Wandering Creek
Precinct 14



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



Legend	
Proposed In Progress Roadway	Commissioner Precinct
State Maintained	Precinct 1
Incorporated	Precinct 2
Travis County Maintained	Precinct 3
Not Maintained	Precinct 4
Private	
Rejection of Dedication	
Undedicated Private	
Railroad	
County Boundary	
Creek	
Water Body	
Park	
Incorporated Area	

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

Map Disclaimer: This map was created by the Travis County Sign Crew to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind. Please contact the Travis County GIS Coordinator at 854-9383 for questions.

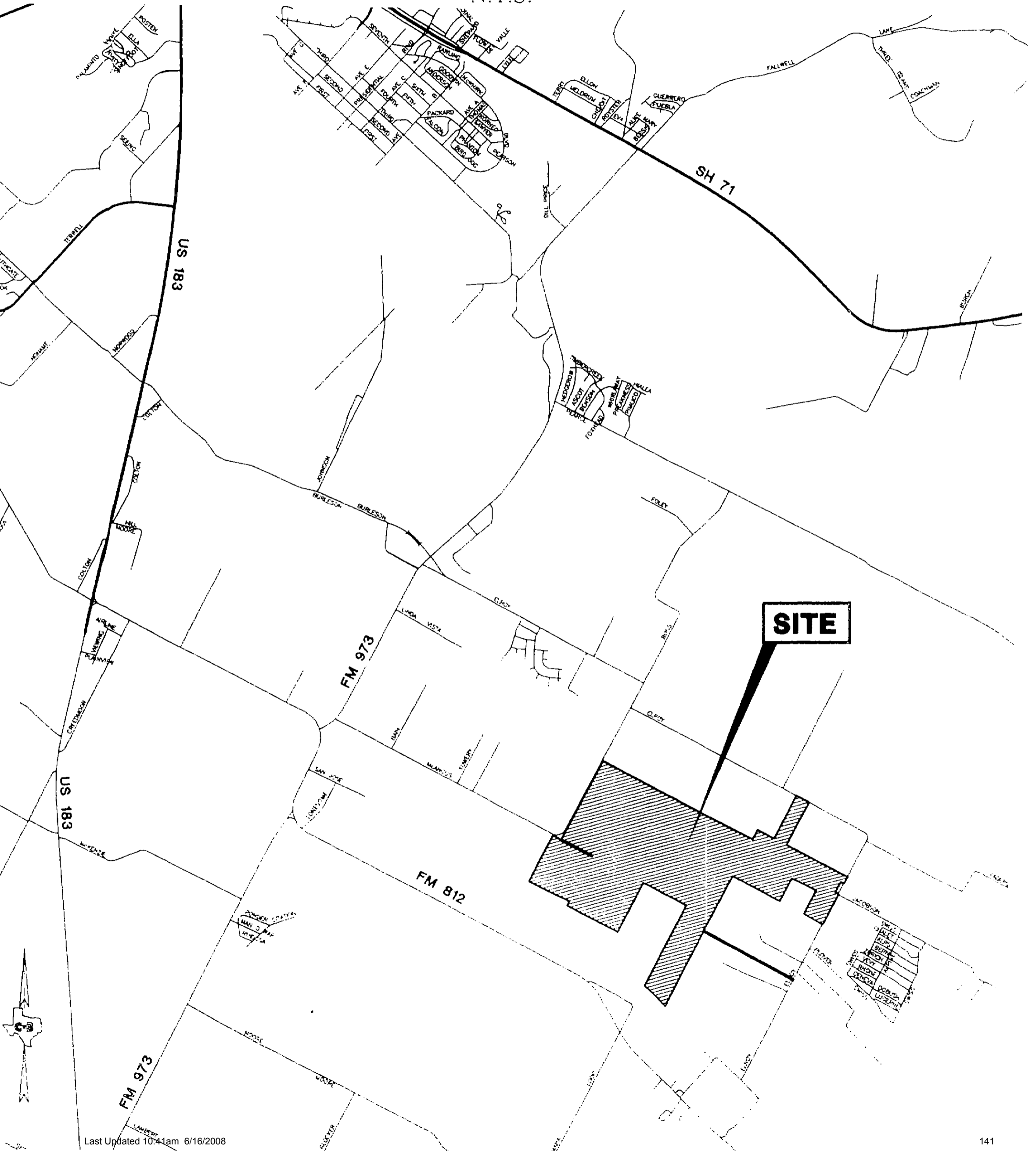
Travis County Roadways, Map B



Map Prepared by: Travis County Dept. of Transportation & Natural Resources Date: 01/03/2006 <http://www.co.travis.tx.us/maps>

WANDERING CREEK PRELIMINARY PLAN LOCATION MAP

N.T.S.



SITE

**WANDERING CREEK
PHASING AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between **Wandering Creek Investments, L.P.**, (the “Owner”), and **Travis County**, Texas, (the “County”), hereinafter collectively referred to as the “Parties,” for the purposes and consideration stated herein.

WHEREAS, the Owner is in the process of subdividing that certain 647.89-acre tract of land (the “Property”) described in **Exhibit “A”**, which is attached hereto and made a part hereof, which the Developer has designated as **Wandering Creek**.

WHEREAS, access to the Property is provided by Elroy Road and the development of the Property will create the need for improvements to Elroy Road and the local infrastructure; and

WHEREAS, the Owner has currently submitted a Preliminary Plan for the entire project.

WHEREAS, the Owner desires to develop the Property in phases and will therefore subsequently submit for County approval final plats and construction plans for the streets, drainage, and other improvements for the duration of the Wandering Creek subdivision.

WHEREAS, the Owner and the County desire to provide for the orderly development of the Property and maintain the local infrastructure based on the recommendations provided in the Developer’s Traffic Impact Analysis (dated June 21, 2007) (hereinafter “the TIA”) and the Technical Addendum of the Traffic Impact Analysis (dated August 1, 2007) (hereinafter “the Technical Addendum”). The improvements include construction of an eastbound right turn lane on Elroy Road at Driveway D/Wandering Creek Drive, the main entrance into the Wandering Creek subdivision, and the installation of a traffic signal at this intersection.

WHEREAS, the Parties intend in this agreement to establish how and when the Owner will contribute proportionally to the improvement of infrastructure adjacent to and near the Property.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. In the phased development of the Property, the Owner agrees to the following:

- a. The Owner shall post fiscal security in a form and amount satisfactory to the County for: (1) One Hundred percent (100%) of the cost of construction of an eastbound right turn lane on Elroy Road at Driveway D/Wandering Creek Drive, the main entrance into the Wandering Creek subdivision, and (2) the Owner's pro rata share (as defined below) of the costs for installation of a traffic signal at this intersection (said two improvements hereinafter sometimes called "the Infrastructure Improvements"). The amount of fiscal security for the traffic signal shall be based on the Owner's site traffic as a percentage of total traffic. The fiscal security for the right turn lane shall be posted when the final plat for Wandering Creek Drive is submitted for approval and Wandering Creek Drive is included in the construction plans for that section. The fiscal security for the traffic signal shall be posted when the County determines that warrants are met in the field for installation of a signal. The County, or such other governmental entity with jurisdiction shall be responsible for construction/installation of the traffic signal when warrants for such signal are met.
 - b. If the City of Austin enters into an arrangement satisfactory to the County to allow the County to draw as necessary on any fiscal security the Owner has posted with the City of Austin in connection with development of the Property, such fiscal security shall be credited against any fiscal security the County requires of the Owner under this agreement.
2. In the phased development of the Property, the County will, subject to the performance by the Owner of its obligations under this Agreement and compliance with Travis County Standards for Construction of Streets and Drainage in Subdivisions and other applicable requirements, approve the Preliminary Plan for the Wandering Creek Subdivision, and, subject to compliance with applicable standards and the performance by the Owner of its obligations under this Agreement, approve acceptable subsequent final plats and subdivision construction plans for future sections of the Wandering Creek Subdivision. If the County has not accepted for maintenance streets or other public improvements in an approved final plat within the Property because the Owner has failed either to post the required fiscal security, to construct the improvements to County standards, or otherwise to comply with this agreement, the County may disapprove any application for any other final plat within the Property.
 3. CONSTRUCTION SECURITY POSTING

The Owner shall post the required fiscal security with the City of Austin at the times specified in Section 1 a, above. The Owner may post an equal amount with Travis County as a substitute if allowable by the City, and if the City will release the amount posted with it upon the substitute posting being received by the County.

4. ACCEPTANCE BY COUNTY

The Owner acknowledges that the public roadways and other improvements within the Wandering Creek Subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Owner agrees to leave ten percent (10%) fiscal security posted with the City of Austin or with Travis County, if applicable, until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City of Austin.

5. RELEASE AND INDEMNITY

The Owner agrees that the County and its officers, agents, and employees shall not be liable or responsible for, and shall be held harmless by the Owner from any claims, losses, damages, causes of action, suits, attorney fees, liability for injury to or death of any person or damage to any property arising out of or in connection with any actions or omissions by the Owner under the terms of this Agreement, whether or wholly or partially the fault of the Owner

6. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- b. Restrictive Covenant: This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.
- c. Amendment to Agreement: Any revisions, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.
- d. Assignment by the Owner: The rights, duties, and responsibilities of the Owner may be assigned provided the assignment specifically references this Agreement.
- e. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

- f. Notice: Any notices to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party. (i) by delivering same in person, (ii) by depositing the same in the United States Postal Service mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, or (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses shall, until changed as provided below, be as follows:

Owner: Wandering Creek Investments, LP,
a Texas limited partnership
c/o Mr. Kam Kronenberg
5000 Plaza on the Lake Blvd., Suite 180
Austin, Texas 78746

Travis County: Joseph P. Gieselman (or successor)
Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

With required copy to: _____
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. _____

The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Travis County, Texas, and concerns real property located in Travis County.
- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

- i. **Severability:** The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- j. **Number and gender and "Developer" entity status:** Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement. In addition, it is recognized that the term "Developer" is a nominal title and is not intended to confer rights on any party, who does not have such rights, but is instead intended to effect the joiner of all interested parties to the extent of any interest that they hold in the land which is the subject of this Agreement and any development of such land.
- k. 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 provided 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.

EXECUTED to be effective as of the later date set forth below.

WANDERING CREEK INVESTMENTS. L.P.

By: Wandering Creek, LLC, a Texas limited liability company, its General Partner

By: Prophet Capital Management, LTD, a Texas limited partnership, its sole Member



By: _____
Robert A .Epstein
Its: General Partner

Date: 5-29-08

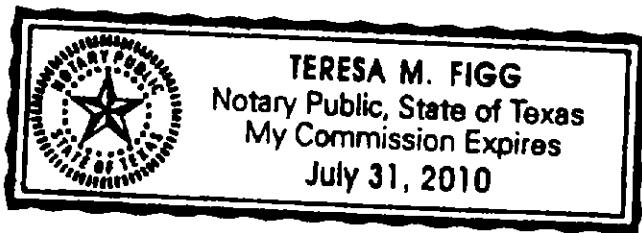
TRAVIS COUNTY, TEXAS

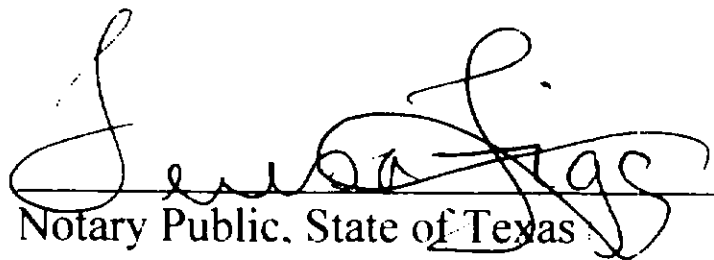
By: _____
Printed Name: _____
Its: _____
Date: _____

State of Texas

County of Travis

This instrument was acknowledged before me on the 29th of May, 2008, by Robert A. Epstein, the General Partner of Prophet Capital Management, Ltd., a Texas limited partnership, on behalf of said limited partnership in its capacity as Sole Member of Wandering Creek, LLC, a Texas limited liability company, in its capacity as General Partner of Wandering Creek Investments, LP, a Texas limited partnership, for the purposes set forth herein, on behalf of such entities.




Notary Public, State of Texas

State of Texas

County of Travis

This instrument was acknowledged before me on the _____ of _____, 200_8 by _____, the _____ of Travis County, Texas on behalf of said County.

Notary Public, State of Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION

BEING PART OF THE THOMAS B. WESTBROOK SURVEY NO. 5, A-797 IN TRAVIS COUNTY, TEXAS, AND BEING THOSE SAME TWO TRACTS OF LAND DESCRIBED AS 288.98 ACRES (HEREIN CALLED TRACT 1) AND 105.89 ACRES (HEREIN CALLED TRACT 2) IN A DEED RECORDED IN VOLUME 12049, PAGE 1593 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS (TCRPR), SAID TRACTS OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1

Beginning for reference at a corner fence post on the east line of McAngus Road, at the northwest corner of that certain 40.00 acres described in Volume 11905, Page 560 of the TCRPR, said 40.00 acres also this day surveyed by the undersigned, same being the southwest corner of that certain 113.00 acres described in Volume 4834, Page 1609 of the Travis County Deed Records (TCDR);

THENCE with the common line between said 40.00 acres and said 113.00 acres, S 62°28'29" E 1825.67 feet to a rebar found, for the most northerly northwest corner and PLACE OF BEGINNING hereof;

THENCE with the north line hereof, also the south line(s) of the following: said 113.00 acres, and the Collins 9.04 acres described in Document No. 2001054546 of the Travis County Official Public Records (TCOPR), and "Elroy Acres", a subdivision recorded in Plat Book 76, Page 398 of the Travis County Plat Records (TCPR), S 62°33'59" E 850.67 feet to a fence post angle point and S 63°09'43" E 2678.34 feet to a rebar found (herein called "Point A", the place of beginning for Tract 2 below), at the southeast corner of Lot 4 of said "Elroy Acres", on the west line of said 105.89 acres, for the northeast corner hereof;

THENCE with the west line of said 105.89 acres, S 28°13'47" W 1331.95 feet to a rebar set at the southwest corner of said 105.89 acres, also the northwest corner of the J.C. Roy Jones 34.38 acres described in Volume 7701, Page 195 of the TCDR, for an angle point on the east line hereof;

THENCE with the west line of said Jones 34.38 acres, also the west line of two other tract conveyed to Jones (3.423 acres described in Volume 6021, Page 292 and 28.657 acres described in Volume 11954, Page 1171) the following four courses:

- 1) S 28°15'31" W 599.83 feet to a rebar found;
- 2) S 28°24'18" W 380.00 feet to a rebar found;
- 3) S 28°18'44" W 294.86 feet to a rebar found;
- 4) S 28°21'27" W 626.23 feet to a corner fence post at the southwest corner of Jones' 28.657 acres, also the northwest corner of a 50' ingress/egress easement described in Volume 2986, Page 675 and Volume 4612, Page 1073 of the TCDR, for an oil corner hereof;

THENCE with the north line of said 50' easement, the following four courses:

- 1) With the south line of said Jones 28.657 acres, S 62°10'58" E 1292.83 feet to a rebar found at Jones' southeast corner, also the southwest corner of the Mike J. McLaughlin 4.20 acres described in Volume 11662, Page 519 of the TCRPR;
- 2) S 62°04'18" E 207.23 feet to a rebar found at McLaughlin's southeast corner, also the southwest corner of the Young H. Spurlock 15.595 acres described in Volume 11640, Page 1285 of the TCRPR;
- 3) With Spurlock's south line S 62°09'03" E 311.51 feet to a rebar found;
- 4) Continuing with Spurlock's south line, and the south line of the John T. Rowland 7.00 acres described in Volume 8318, Page 840 and the south line of the Patricia & Daniel Palomares 1.00 acres described in Volume 12731, Page 1171 (both of the TCRPR), S 62°09'39" E 1407.97 feet to a rebar found on the west line of Elroy Road, at Palomares' southeast corner, for the most easterly northeast corner hereof;

THENCE with the west line of Elroy Road, S 25°14'13" W 48.87 feet to a rebar found at the southeast corner of said easement, also the northeast corner of the Marshall Ashley 99.01 acres described in Volume 2727, Page 120 of the TCDR, for the most easterly southeast corner hereof;

THENCE with the south line of said easement, also Ashley's north line, N 62°10'36" W 3222.27 feet to a rebar found at Ashley's northwest corner, for an ell corner hereof;

THENCE with the common line between Ashley and said 288.98 acres, S 28°08'35" W 1356.60 feet to a railroad spike found at Ashley's southwest corner, also the northwest corner of the John C. Mackno 111.20 acres described in Document No. 1999145080 of the TCOPR;

THENCE with the common line between Mackno and said 288.98 acres, S 28°18'10" W 1185.98 feet to a rebar found at Mackno's southwest corner, on the north line of the Eda L. Montandon 77.17 acres described in Volume 13021, Page 88 of the TCRPR, also the occupied north line of the P.C. Harrison Survey No. 3, and a southerly occupied line of said Westbrook Survey No. 5, for the most southerly southeast corner hereof;

THENCE with Montandon's north line, also the common occupied line between said Westbrook and Harrison Surveys, N 47°06'37" W 898.68 feet to a rebar found on the west line of the Gaines W. McAngus 60.00 acres described in Volume 7888, Page 717 of the TCDR, at Montandon's northwest corner, also the occupied northwest corner of said Harrison Survey No. 3, for the most southerly southwest corner hereof

THENCE with the common line between McAngus and said 288.98 acres, N 28°09'38" E 2778.44 feet to a rebar set at the northeast corner of another McAngus 60.00 acre tract described in Volume 7888, Page 717 for an ell corner hereof;

THENCE with the common line between McAngus and said 288.98 acres, N 62°42'55" W 1528.40 feet to a rebar found at McAngus' northwest corner, also the northeast corner of the 123.75 acres

(also this day surveyed by the undersigned) described in Document No. 2000019716 of the TCOPR, for an angle point on a south line hereof;

THENCE with the common line between said 288.98 acres and said 123.75 acres, N 62°35'24" W 1831.62 feet to a rebar set at the southeast corner of a 20' wide strip of land conveyed to Travis County for road purposes by deed recorded in Volume 180, Page 422 of the TCDR;

THENCE N 26°41'39" E at 20' pass the northeast corner of said 20' wide strip, and continuing for a total distance of 41.48 feet to a rebar set at the northeast corner of a forty foot lane;

THENCE with the north line of said forty foot lane, N 62°35'31" W 1109.20 feet to a rebar set on the east line of McAngus Road, for a westerly corner hereof;

THENCE with the east line of McAngus Road, N 28°08'09" E 20.00 feet to the southwest corner of the 74.22 acres (also this day surveyed by the undersigned) described in Document No. 2000019716 of the TCOPR, for a westerly corner hereof;

THENCE with the south line of said 74.22 acres, S 62°36'59" E 1828.42 feet to the southeast corner of said 74.22 acres, for an interior corner hereof;

THENCE with the east line(s) of said 74.22 acres and said 40.00 acres, N 28°0'07" E 2721.16 feet to the PLACE OF BEGINNING and containing 288.93 acres of land, more or less.

TRACT 2

BEGINNING at "Point A" described above, for the northwest corner and PLACE OF BEGINNING hereof;

THENCE with the common line between said 105.89 acres and Lot 4 of said "Elroy Acres", N 27°15'16" E 337.28 feet to a rebar found at the southwest corner of the Dale & Judy Murrow 10.035 acres described in Volume 12916, Page 521 of the TCRPR, for the northwest corner hereof;

THENCE with the common line between Murrow and said 105.89 acres, S 62°02'47" E 296.75 feet to a rebar found at Murrow's southeast corner, also the southwest corner of the Donna Bellinghausen 10.06 acres described in Volume 12880, Page 242 of the TCRPR;

THENCE with the common line between Bellinghausen and said 105.89 acres, S 61°46'09" E 296.10 feet to a 60-d nail found at Bellinghausen's southeast corner, also the southwest corner of the Berdoll 15.01 acres (also this day surveyed by the undersigned) described in Volume 8132, Page 641 of the TCRPR;

THENCE with the common line between Berdoll and said 105.89 acres, S 62°25'28" E 440.00 feet to a rebar found at Berdoll's southeast corner, also the southwest corner of the Sterling & Olive

Hobbs 21.929 acres described in Volume 11735, Page 728 of the TCRPR;

THENCE with the common line between Hobbs and said 105.89 acres, S 61°58'55" E 1320.89 feet to a square pipe found at Hobbs' southeast corner, also the southwest corner of the Thomas & Vickie Lincoln 29.758 acres described in Document No. 2002142611 of the TCOPR;

THENCE with the common line between Lincoln and said 105.89 acres, S 62°32'15" E 854.80 feet to a rebar found on the west line of Elroy Road, at Lincoln's southeast corner, for the northeast corner hereof;

THENCE with the west line of Elroy Road, S 28°06'15" W 248.51 feet to a ½" iron pipe found at the northeast corner of Lot 1, Block 1 of "Boothe Subdivision" as recorded in Plat Book 10, Page 18 of the TCPR, for an ell corner hereof;

THENCE with the north, west, and south lines of Block 1 of said "Boothe Subdivision", the following three courses:

- 1) N 63°21'21" W 120.00 feet to a rebar set;
- 2) S 27°38'39" W 363.54 feet to a rebar set;
- 3) S 61°21'21" E 120.00 feet to a rebar found on the west line of Elroy Road, at the southeast corner of Lot 4, Block 1, Boothe Subdivision, for an ell corner hereof;

THENCE with the west line of Elroy Road, S 28°11'08" W 1055.33 feet to a rebar found at the northeast corner of the Jimmie D. Reed, et.ux. 2.293 acres described in Volume 9473, Page 602 of the TCRPR, for the southeast corner hereof;

THENCE with the common line between Reed and said 105.89 acres, N 61°56'04" W 494.92 feet to a rebar found at Reed's northwest corner, also the most northerly northeast corner of Lot 3 of "Brammer Subdivision" as recorded in Plat Book 87, Page 41C of the TCPR;

THENCE with the common line between Lot 3, Brammer Subdivision and said 105.89 acres, N 62°29'58" W 179.77 feet to a rebar found at the most northerly northwest corner of Lot 3, also the southeast corner of the Donald A. Haywood 9.25 acres described in Volume 11464, Page 72 of the TCRPR, for an ell corner hereof;

THENCE with the common line between Haywood and said 105.89 acres, N 28°00'35" E 516.42 feet to a rebar found at the northeast corner of the Haywood 1.00 acres described in Volume 12650, Page 1 of the TCRPR, also the southeast corner of the Charles W. Sanders, et.ux. 5.74 acres described in Volume 6379, Page 1801 of the TCDR;

THENCE with the common line between Sanders and said 105.89 acres, N 28°00'35" E 295.76 feet to a rebar set at Sanders' northeast corner, for an interior corner hereof;

THENCE with the common line between Sanders and said 105.89 acres, the following 2 courses:

- 1) N 62°02'34" W 843.15 feet to a rebar found at Sanders' northeast corner,

2) S 28°6'58" W 297.41 feet to a rebar found at Sanders' southwest corner, also the northwest corner of said Haywood 9.25 acres;

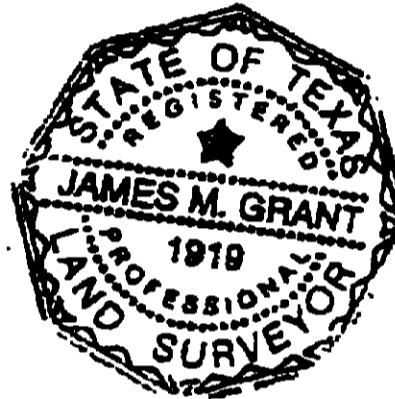
THENCE with the common line between Haywood and said 105.89 acres, S 28°07'40" W 516.78 feet to a rebar found at Haywood's southwest corner, also the northwest corner of the Gilbert C. Vetter, Jr. 31.427 acres described in Volume 12651, Page 782 of the TCRPR, and the northeast corner of the J.C. Roy Jones 34.38 acres described in Volume 7701, Page 195 of the TCDR, for an all corner hereof

THENCE with the common line between Jones and said 105.89 acres, N 62°07'57" W 1688.42 feet to a rebar set on the east line of the above described Tract 1, at Jones' northwest corner, for the southwest corner hereof;

THENCE with the common line between Tracts 1 and 2, N 28°13'47" E 1331.95 feet to the PLACE OF BEGINNING and containing 106.01 acres of land, more or less.

Note: all rebars found are ½" in diameter and rebars set are capped "Grant 1919".

AS SURVEYED BY:
Harris-Grant Surveying, Inc.
1406 Hether Street
Austin, Texas 78704
(512) 444-1781




James M. Grant, RPLS 1919

July 15, 2005

Jg\mydocs\m&b\kron-394ac

TRACT 3

**40.00 ACRES
METES AND BOUNDS DESCRIPTION**

BEING PART OF THE THOMAS B. WESTBROOK SURVEY NO. 5, A-797, IN TRAVIS COUNTY, TEXAS AND BEING THAT SAME 40.00 ACRE TRACT OF LAND CONVEYED TO ROBERT E. JENKINS, D.D.S., INC. PENSION PLAN AND TRUST AS RECORDED IN VOLUME 11905, PAGE 560 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS (TCRPR), AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a fence corner post on the east right-of-way line of McAngus Road, at the northwest corner of said 40.00 acres, also the southwest corner of the J.F. Kramer, Jr. Trustee 113.00 acres described in Volume 4834, Page 1609 of the Travis County Deed Records, for the northwest corner and PLACE OF BEGINNING hereof;

THENCE with the common line between said 40 acres and said 113 acres, South 62°28'29" East 1825.67 feet to a rebar found at the northwest corner of that certain 288.98 acres described in Volume 12049, Page 1593 of the TCRPR, for the northeast corner hereof;

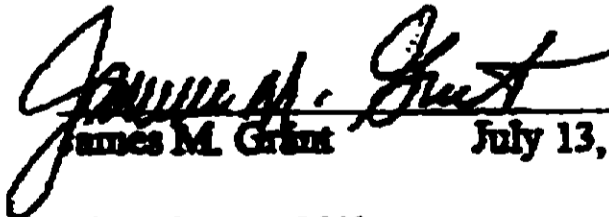
THENCE with the common line between said 40 acres and said 288.98 acres, South 28°00'07" West 961.75 feet to the northeast corner of that certain 74.22 acres described in Document No. 2000019716 of the Travis County Official Public Records, for the southeast corner hereof;

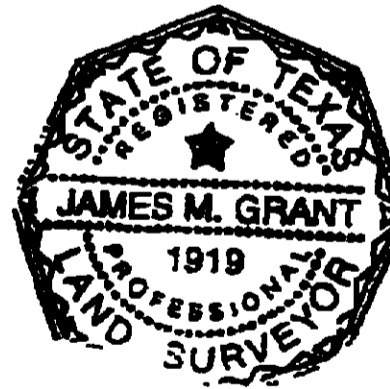
THENCE with the common line between said 40 acres and said 74.22 acres, North 62°00'04" West 1826.52 feet to a rebar set on the east line of McAngus Road, at the common westerly corner between said tracts, for the southwest corner hereof

THENCE with the east line of McAngus Road, North 28°03'26" East 946.66 feet to the PLACE OF BEGINNING and containing 40.00 acres, more or less.

Note: All rebars are 1/2" in diameter and rebars set are capped "Grant 1919".

**AS SURVEYED BY:
HARRIS-GRANT SURVEYING, INC.
1406 Hether Street
Austin, Texas 78704
(512) 444-1781**


James M. Grant July 13, 2005



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METES AND BOUNDS DESCRIPTION

BEING PART OF THE THOMAS B. W BROOK SURVEY NO. 5, A-797 AND THE WILLIAM LEWIS, SR. SURVEY NO. 2, A-479, IN TRAVIS COUNTY, TEXAS, AND BEING THOSE SAME TWO TRACTS OF LAND DESCRIBED AS A 74.22 ACRE TRACT OUT OF SAID W BROOK SURVEY (HEREIN CALLED TRACT 1) AND A 123.75 ACRE TRACT OUT OF SAID LEWIS SURVEY (HEREIN CALLED TRACT 2) IN DOCUMENT NO. 2000019716 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), SAID TRACTS OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 4

Beginning for reference at a fence corner post on the E right-of-way line of McAngus Road, at the NW corner of that certain 40.00 acres described in a deed to Robert E. Jenkins, D.D.S., Inc. Pension Plan and Trust, recorded in Volume 11905, Page 560 of the Travis County Real Property Records (TCRPR), also the SW corner of the J.F. Kramer, Jr. Trustee 113.00 acres described in Volume 4834, Page 1609 of the Travis County Deed Records;

THENCE with the East line of McAngus Road, S 28°03'26" W 946.66 feet to a rebar set at the southwest corner of said 40.00 acres, for the northwest corner and PLACE OF BEGINNING hereof

THENCE with the common line between said 40.00 acres and said 74.22 acres, S 62°00'04" E 1826.52 feet to their common easterly corner, on a westerly line of that certain 288.98 acre tract described in Volume 12049, Page 1593 of the TCRPR, for the northeast corner hereof;

THENCE with the common line between said 74.22 acres and said 288.98 acres, S 28°00'07" W 1759.41 feet to the southeast corner hereof;

THENCE with the S line of said 74.22 acres, in common with a line of said 288.98 acres, N 62°36'59" W 1828.42 feet to the southwest corner hereof, on the east line of McAngus Road;

THENCE with the east line of McAngus Road, N 28°03'35" E 1779.04 feet to the PLACE OF BEGINNING and containing 74.22 acres of land, more or less.

TRACT 5

BEGINNING at a rebar found on the south line of McAngus Road, at the northwest corner of said 123.75 acres, also the northeast corner of the 13.96 acres described in a deed to Ralph Reinhardt recorded in Volume 7388, Page 98 of the Travis County Deed Records, for the northwest corner and PLACE OF BEGINNING hereof;

THENCE with the north line hereof, the following two courses:

- 1) S 62°20'41" E 223.34 feet to a rebar set;
- 2) S 18°46'27" E 62.45 feet to a rebar set on the south line of a forty foot lane, also the south line of a 20 foot wide strip of land conveyed to Travis County by deed recorded in Volume 180, Page 422 of the Travis County Deed Records (TCDR), for an angle point on the north line hereof;

THENCE continuing with the north line hereof, and the south line of said lane and the south line of said 20' wide strip, S 63°05'34" E 1118.33 feet to a rebar set and S 62°22'23" E 21.56 feet to a rebar set at the southeast corner of said 20' wide strip, for an angle point on the north line hereof, also an ell corner of the above described 288.98 acres;

THENCE with the common line between said 123.75 acres, and said 288.98 acres, S 62°35'24" E 1831.62 feet to a rebar found at the northeast corner of said 123.75 acres, also the northwest corner of the Gaines W. McAngus 60.00 acres described in Volume 7888, Page 717 of the TCDR, for the northeast corner hereof;

THENCE with the common line between McAngus and said 123.75 acres, S 28°6'26" W 1720.12 feet to a rebar found at the common southerly corner between said tracts, also the common northerly corner between a 71.50 acre tract and another 60.00 acre tract described in said McAngus deed, for the southeast corner hereof;

THENCE with the common line between said 123.75 acres and said 71.50 acres, N 62°52'04" W 1792.37 feet to a corner fence post occupying the northwest corner of said 71.50 acres and the most southerly southwest corner of said 123.75 acres, on the east line of the Raymond Reveile 29.48 acres described in Document No. 2001036519 of the TCOPR, for the most southerly southwest corner hereof;

THENCE with the common line between Reveile and said 123.75 acres, the following three courses:

- 1) N 27°8'41" E 148.04 feet to a rebar found at Reveile's northeast corner,
- 2) N 64°17'48" W 227.03 feet to a rebar set;
- 3) N 64°31'23" W 402.74 feet to a rebar found at Reveile's northwest corner, also the northeast corner of the Tim and Karol Reinhardt 27.85 acres (no TCAD deed reference available), for an angle point on the south line hereof;

THENCE with the common line between said 123.75 acres and said Reinhardt 27.85 acres, N 64°3'55" W 786.99 feet to a rebar found at Reinhardt's northwest corner, on the east line of said Ralph Reinhardt 13.96 acres, for the southwest corner hereof;

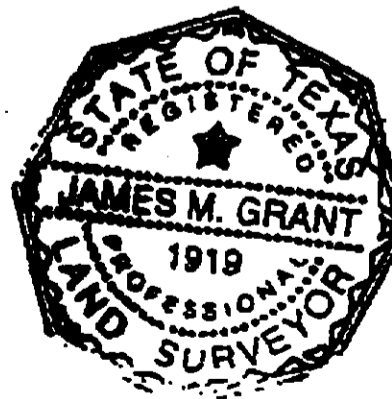
THENCE with the common line between said 123.75 acres and said 13.96 acres, N 27°4'24" E 1655.75 feet to the PLACE OF BEGINNING and containing 123.71 acres of land, more or less.

Note: all rebars are ½" in diameter and rebars set are capped "Grant 1919".

AS SURVEYED BY: Harris-Grant Surveying, Inc. 1406 Hether Street, Austin, Texas 78704
(512) 444-1781


James M. Grant, RPLS 1919 July 14, 2005

Jg\mydocs\m&b\kron-74&123ac



TRACT 6

METES AND BOUNDS DESCRIPTION

BEING PART OF THE THOMAS B. WERBROOK SURVEY NO. 5, A-797 IN TRAVIS COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN A DEED TO SEBE T. AND PATRICIA A. BERDOLL, RECORDED IN VOLUME 8132, PAGE 641 OF THE TRAVIS COUNTY REAL PROPERTY RECORDS (TCRPR), SAID TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a rebar set on the south line of Elroy Road, at the northwest corner of said Berdoll property, also the northeast corner of the Donna Bellinghausen 10.06 acres described in Volume 12880, Page 242 of the TCRPR, for the northwest corner and PLACE OF BEGINNING hereof, from which point a rebar found on the south line of Elroy Road, at the northwest corner of the Dale & Judy Murrow 10.035 acres as described in Volume 12916, Page 521 of the TCRPR bears N 63°00'07" W 592.00 feet;

THENCE with the south line of Elroy Road, S 63°00'07" E 440.00 feet to a rebar found at Berdoll's northeast corner, also the northwest corner of Lot 1 of "Odelia Terrace" (a subdivision according to TCAD records, but no recording information found), also the northwest corner of 45.87 acres formerly described in a deed to H.C. Caruthers recorded in Volume 2376, Page 345 of the Travis County Deed Records, for the northeast corner hereof, from which point a rebar found on the south line of Elroy Road, at or near the northeast corner of Lot 4 of said "Odelia Terrace" bears S 63°00'07" E 439.01 feet;

THENCE with Berdoll's east line, also the west line of said "Odelia Terrace" and the west line of the Sterling and Olive Hobbs 21.929 acres described in Volume 11735, Page 728 of the TCRPR, S 27°17'21" W 1488.76 feet to a rebar found at the common southerly corner between Berdoll and Hobbs, on the north line of the 105.89 acres described in Volume 12049, Page 1593 of the TCRPR, for the southeast corner hereof;

THENCE with the common line between Berdoll and said 105.89 acres, N 62°25'28" W 440.00 feet to a 60-d nail found at the common southerly corner between Berdoll and Bellinghausen, for the southwest corner hereof;

THENCE with the common line between Berdoll and Bellinghausen, N 27°17'21" E 1484.32 feet to the PLACE OF BEGINNING and containing 15.015 acres of land, more or less.

Note: all rebars are ½" in diameter and rebars set are capped "Grant 1919".

AS SURVEYED BY: Harris-Grant Surveying, Inc. 1406 Hether Street, Austin, Texas 78704
(512) 444-1781

James M. Grant, RPLS 1919 July 13, 2005

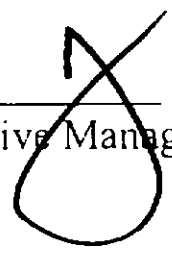
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Travis County Commissioners Court Agenda Request

Voting Session 06/17/08
(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, Comanche Canyon Condominium Project - eighteen single-family attached units in two structures (5.11 acres located at 12520 Monte Castillo Parkway - water to be provided by Travis County WCID # 17).**
- 2) **Approve a construction agreement for Comanche Canyon Condominium project.**

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

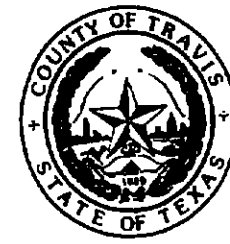
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

 Don Grigsby: 854-7560
Anna Bowlin: 854-7561 John Hille: 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

June 9, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Planning and Engineering Services

SUBJECT: Comanche Canyon Condominium Project

PROPOSED MOTION:

- 1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, Comanche Canyon Condominium Project - eighteen single-family attached units in two structures (5.11 acres located at 12520 Monte Castillo Parkway – water to be provided by Travis County WCID # 17).
- 2) Approve a construction agreement for Comanche Canyon Condominium Project.

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of one lot on 5.11 total acres. A parkland fee in the amount of \$4,430.24 has been paid to Travis County by the applicant.

The condominium development consists of two detached single-family structures, each containing 9 units. There are no onsite sewage facility, drainage, or floodplain issues associated with the development. The development will have access to Comanche Trail, a Travis County maintained road. The Travis County ESD # 6 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.

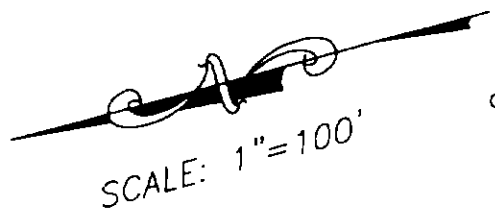
REQUIRED AUTHORIZATIONS:

None.

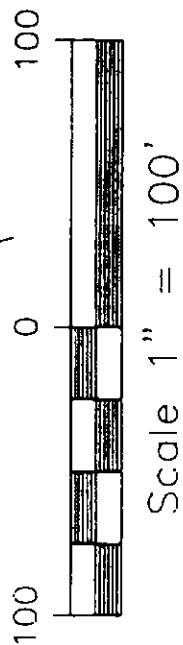
EXHIBITS:

Location maps, proposed plat
Condominium Construction Agreement

AMB: dlj 0206

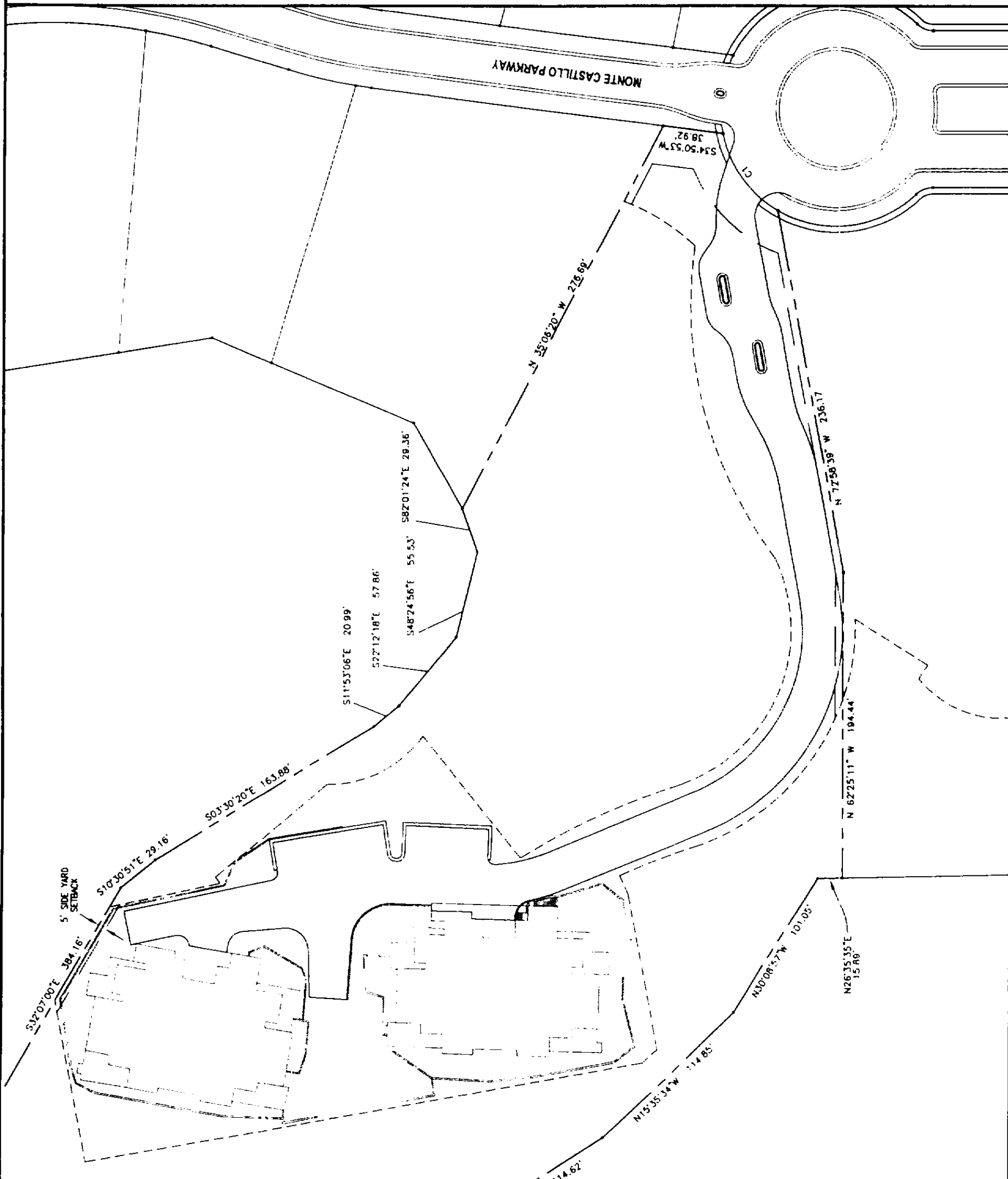


SCALE: 1"=100'



LEGEND

- BOUNDARY
- - - BUILDING SETBACK
- - - LIMITS OF BUILDABLE AREA
- ▭ PHASE ONE DRIVEWAY APPROX. -28,181.8 SF



G. ULCAK ENGINEERING, LLC

15321 Ozone Place
 Austin, Texas 78728
 (512)423-1916 Fax (512)310-2050

EXHIBIT "A"
PRIVATE ROADWAY
 COMANCHE CONDOMINIUMS
 12520 Monte Castillo Parkway
 Austin, Texas

COMANCHE CONDOMINIUMS
CONDOMINIUM AGREEMENT
Travis County, Texas

THIS CONDOMINIUM PHASING AGREEMENT is made and entered into by and between Comanche Canyon Condo Partner, 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 on approximately 5.11 acres of real property located in Travis County, Texas, more particularly described as Lot 34, Block B, Comanche Canyon Ranch Area 2 Plat as recorded in the Travis County Official Public Records in Document No. 200600062 (the "**property**")

B. The Developer and the County desire to provide for the orderly development of the property, including the completion of the private roadway (the "**Private Roadway**") and drainage improvements (the "**Drainage Improvements**") described in the Site Development Plan for Comanche Condominiums ("Construction Plans").

C. The Private Roadway will be constructed in One (1) phase, as described in the Construction Plan and as depicted on Exhibit "A" as "**Phase I**", "**Phase II**", "**Phase III**" and "**Phase IV**", etc. Each phase is sometimes referred to herein as a "**Phase**".

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 and beginning with Phase I, the County will issue an individual development permit to the Developer for construction of the Private Roadway located in and the Drainage Improvements serving the single phase. Prior to the occupancy of any residential unit in the permitted Phase and prior to the Developer conveying any units in the next Phase in the sequence, Developer will be required to complete the Private Roadway located in the Drainage Improvements serving such permitted Phase. For example, in Phase I, Developer will be required to complete the portion of the Private Roadway located in Phase I and the Drainage Improvements serving Phase I before occupancy of any residential unit within Phase I and before conveying any units in Phase II. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the portion of the Private Roadway constructed within a phase has 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 portion of the Private Roadway

constructed within a phase has 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 "B" for recordation in the Official Public Records of Travis County, Texas, releasing the phase from all of the terms, provisions and requirements of this Condominium Phasing 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 for Phase I, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of 4,430.24. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, 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.

Comanche Canyon Condo Partners, LP

By: 

Printed Name: Robert Axelson

Title: Secretary

Date: 6-5-08

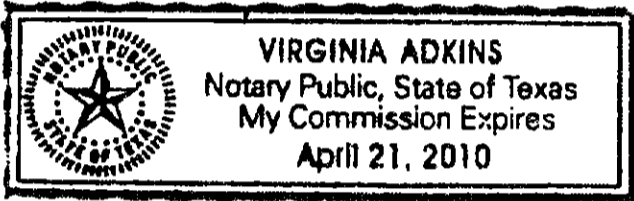
TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 5th day of June, 2008, by Robert Axelson, Secretary, of Comanche Canyon Condo Partners, a Limited Partnership, on behalf of said corporation and partnership.



Virginia Adkins
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

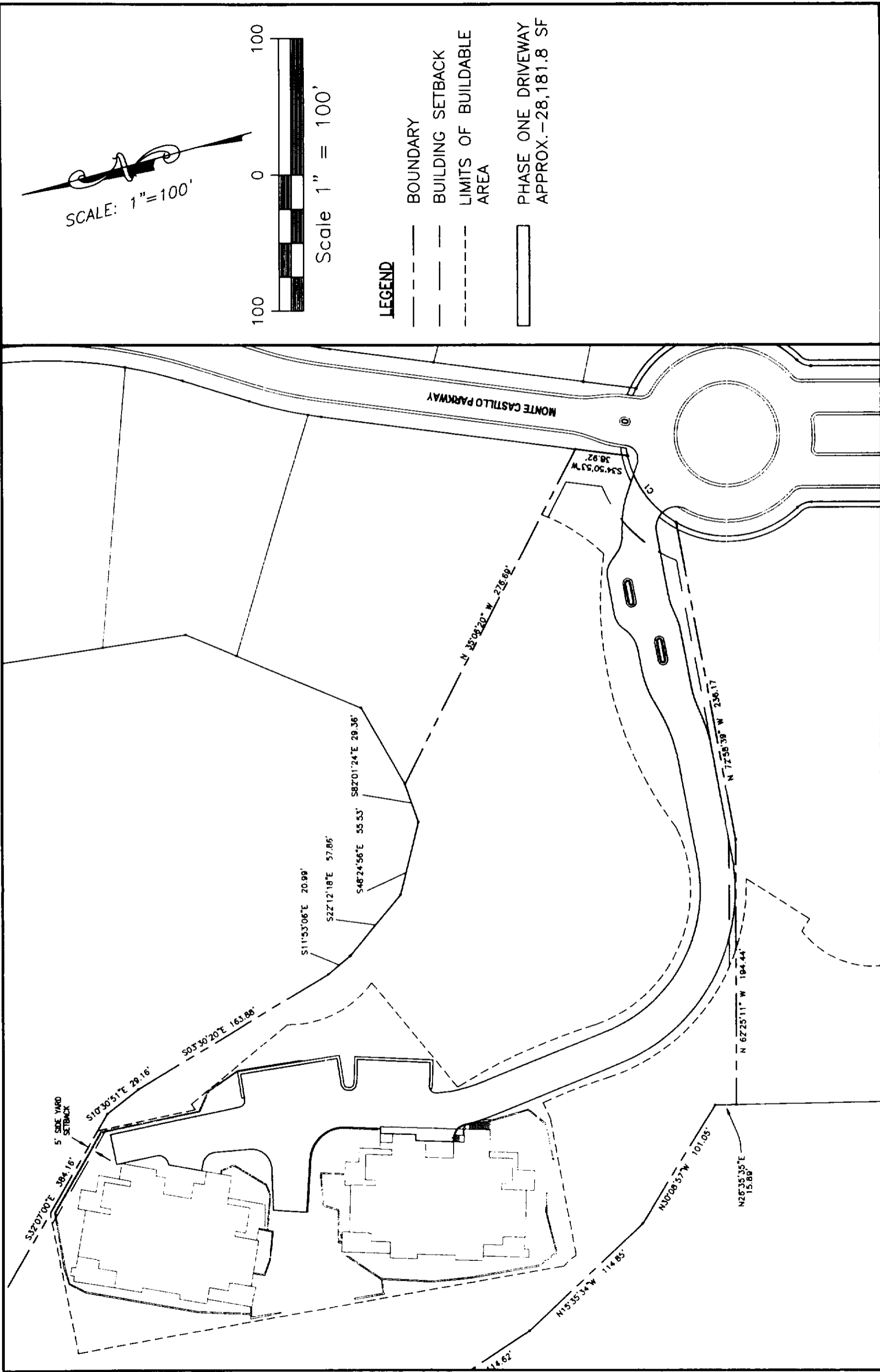


EXHIBIT "A"
PRIVATE ROADWAY
COMANCHE CONDOMINIUMS
 12520 Monte Castillo Parkway
 Austin, Texas

G. ULCAK ENGINEERING, LLC
 15321 Ozone Place
 Austin, Texas 78728
 (512)423-1916 Fax (512)310-2050

EXHIBIT B

Partial Release of Condominium Phasing Agreement

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

THAT Travis County, Texas, the beneficiary of that certain "Condominium Phase Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "Phasing Agreement") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "Released Property") from all of the terms, provisions and requirements of the Phasing Agreement. From and after the date of this instrument, the Phasing Agreement shall no longer affect or encumber the Released Property in any way. It is expressly agreed and understood, however, that this is a partial release and that the same shall not in any way release, affect or impair the Phasing Agreement as it relates to any property other than the Released Property.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: _____
Printed Name: _____
Title: _____

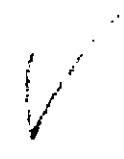
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledge before me on the ____ day of _____, 2008 by _____ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

Notary Public Signature

RECEIVED
COUNTY JUDGES

21



Travis County Commissioners Court Agenda Request

08 JUN 10 PM 4:08

Voting Session 6/17/08

Work Session _____

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

B. Requested Text: **Consider and take appropriate action on the request for a variance to install the supply and return line to the treatment units closer than five feet to the house foundation at 2909 Pamella Court.**

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 the Agenda Request and backup to them:

- Anna Bowlin, TNR, 854-9383
- Stacey Scheffel, TNR 854-9383
- Phil Ice, TNR 854-9383
- Chris Gilmore, Cty Attny 854-9415
- Gary Martin, Cty Attny 854-9415
- James Bettridge, R.S., OSSF designer 261-4295
- Ronald and Dianne Maspero, property owners 266-7348

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.)

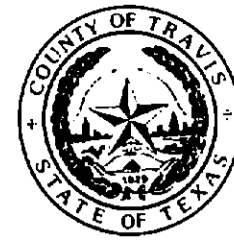
Purchasing Office (854-9700)

- ___ 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 Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

ONSITE WASTEWATER PROGRAM

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

DATE: May 30, 2008

TO: Member of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director Development Services

SUBJECT: Septic variance to install the supply and return line to the treatment units closer than five feet to the house foundation at 2909 Pamella Court

Proposed Motions

Consider and take appropriate action on the request for a variance to install the supply and return line to the treatment units closer than five feet to the house foundation at 2909 Pamella Court.

Summary and Staff Recommendations:

On March 14, 2007, TNR revoked the septic permit for the existing home located at 2909 Pamella Court in the Maravilla development because the proposed septic drainfield conflicted with a drainage easement. This is a violation of both State and County regulations for septic systems. The owners of this property are now attempting to install a septic system outside the drainage easement. In order to make up for the portion of the drainfield that was planned in the drainage easement, the septic designer is proposing to utilize front yard as drainfield. Because of the limited lot size, easements and foot print of the existing home, the watertight supply and return lines from the drainfield to the treatment units will have to be closer than five feet to the house foundation. In fact the lines will have to go underneath the foundation. The only other option for this property owner is to remove a portion of the existing house or garage to allow for more drainfield. According to 30 TAC Chapter 285.91 Table X, Minimum Required Separation Distances for On-Site Sewage Facilities, the setback from a sewer pipe with watertight joints to a house foundation is five feet. The septic designer is requesting a variance to install the supply and return line to the treatment units closer than five feet to the house foundation. The lines will be sleeved in order to mitigate for the encroachment on the set back. The property owner has agreed to indemnify and release the County from any liability that may result from the issuance of the variance. Staff recommends granting the variance to the set back requirement because a septic drainfield in a drainage easement poses more of a threat to public health and safety than strict compliance to set backs.

Budgetary and Fiscal Impact: None

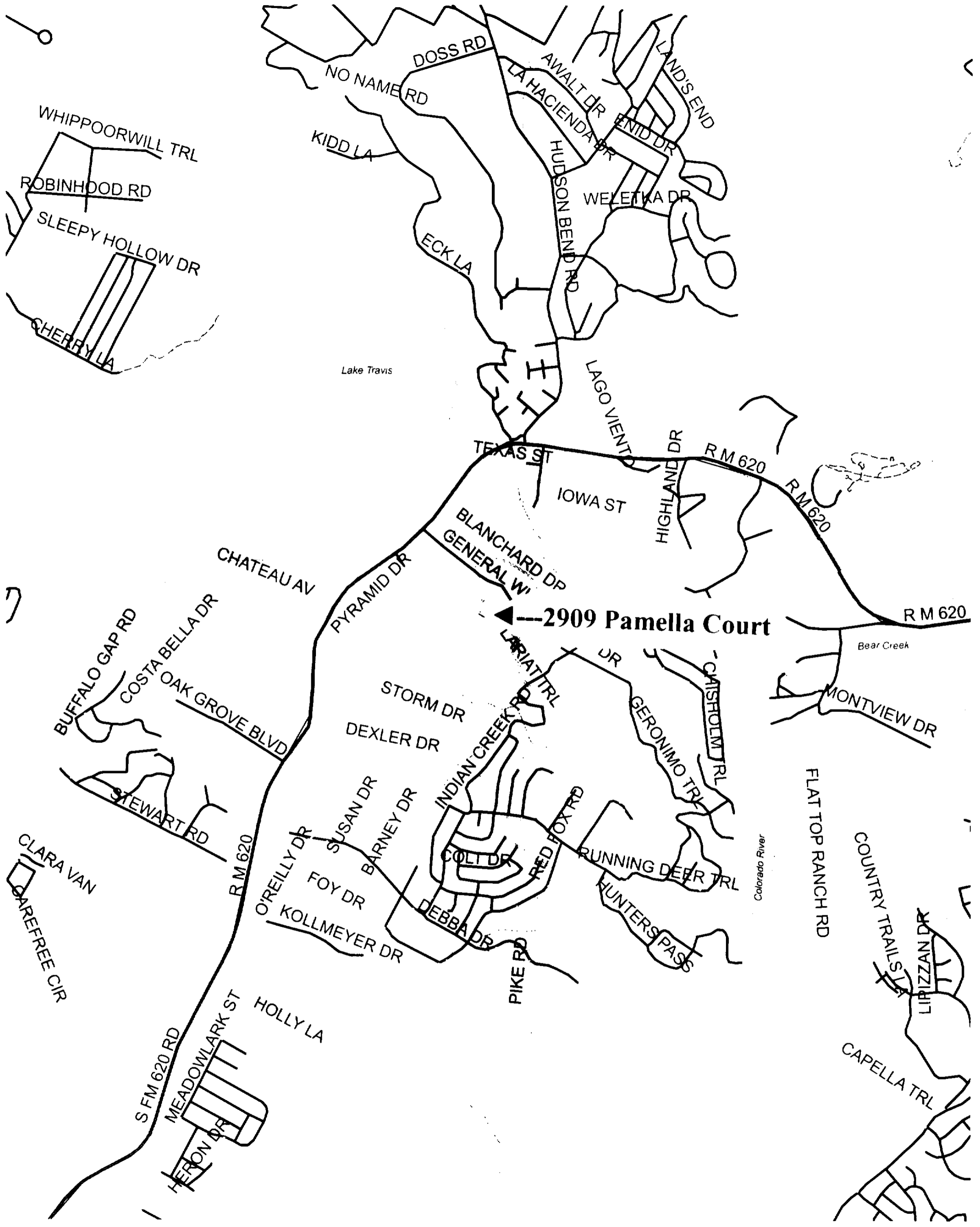
Required Authorization: None.

Exhibits: Letter from James Bettridge, R.S. requesting the variance
Site plan
Location map

JPG:ab:ss

cc: Stacey Scheffel, TNR
Phil Ice, TNR
Chris Gilmore, Cty Attny
Gary Martin, Cty Attny
Ronald and Dianne Maspero, property owners
James Bettridge, R.S., OSSF designer

XC: 2909 Pamela Court



Lake Travis

Bear Creek

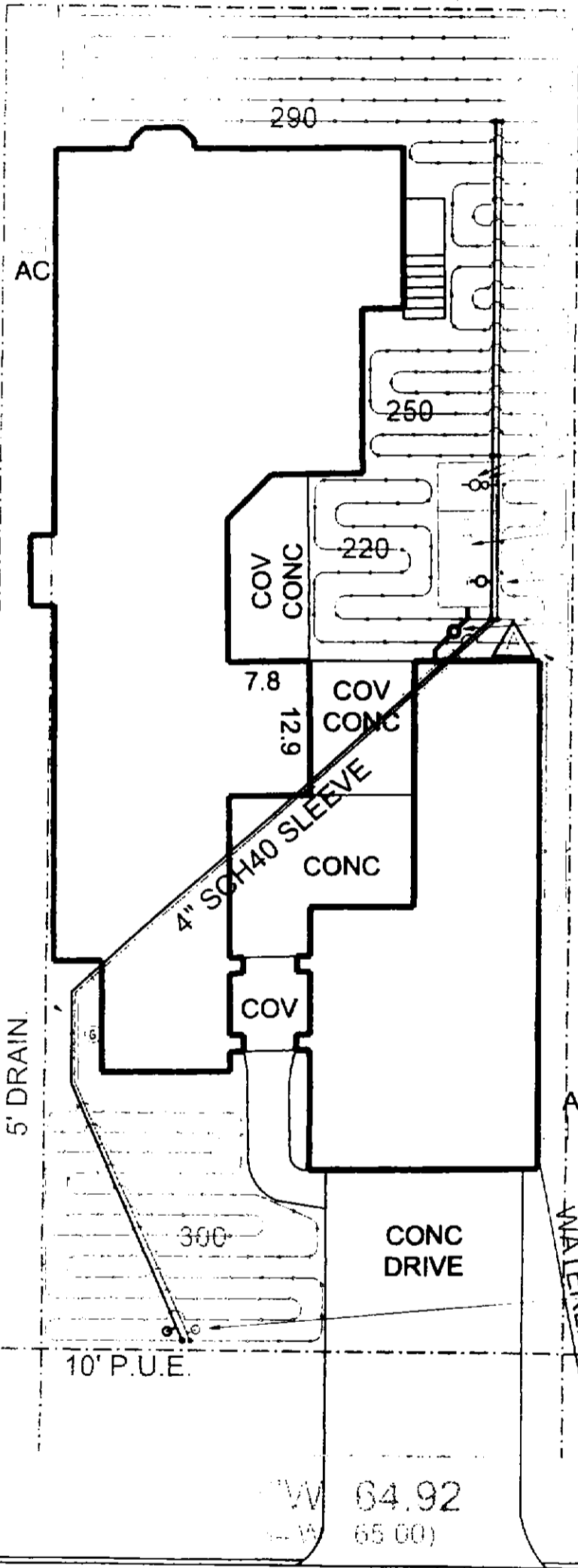
Colorado River

2909 Pamela Court

86

64.92
65.00

5' P.U.E.



EXTEND SLEEVE

5' P.U.E.

5' DRAIN

4" SCH40 SLEEVE

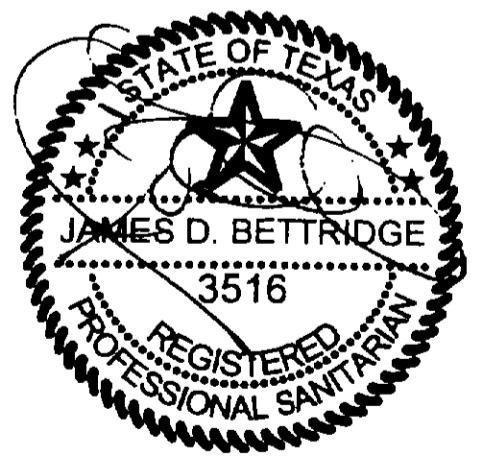
5' P.U.E.

WATERLINE

10' P.U.E.

64.92
65.00

PAMELLA COURT



DATE: 04-08-08
 JOBNO: 4950
 DRAWN BY: JDB
 SCALE: 1" / 20'
 SHEET: 1 OF 1

PROJECT:
 2909 PAMELLA COURT
 LOT 93
 CARDINAL HILLS UNIT 15

SHEET DESCRIPTION:
 OSSF DESIGN

JIM BETTRIDGE, R.S.
 128 HIGHLANDER
 AUSTIN, TX 78734
 (512) 261-4295

08 APR 21 PM 12:54

James D. Bettridge
128 Highlander
Austin, Texas 78734

April 8, 2008

TRANSPORTATION AND
NATURAL RESOURCES

Transportation and Natural Resources
Travis County On-Site Wastewater Program
411 W.13th Street, Suite 900
Austin, Texas 78767

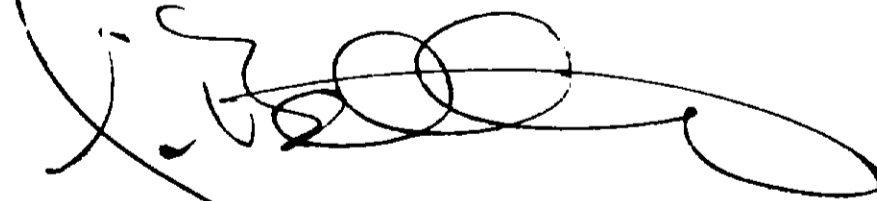
RE: 2909 Pamella Court

The originally designed and approved septic plan was drawn and approved in early 2006. It was later found that an easement was dedicated along one side of the home where a portion of the drainfield was to be installed. Because of this, the original permit was withdrawn.

To resolve this issue, I have drawn a septic plan that includes a additional drainfield area in the front yard to insure that the drainfield is adequately sized for this home on this lot. For this to be possible the supply and return lines to this portion of the drainfield will need to pass through a 4" Schedule 40 sleeve exists beneath the slab of the home.

To install in this manner we are requesting a variance to the five foot foundation setback requirement. However, equal protection is provided because the ends of this sleeve are to be left open and extended to five feet from the slab, so the concern over their proximity to the foundation should be eliminated. In addition, the plumbing of the home is at a higher elevation and poured in the slab so there is no chance of cross connection.

Respectfully,



James D. Bettridge, RS3516

22

RECEIVED
COUNTY CLERK

Travis County Commissioners Court Agenda Request

08 JUN -9 PM 2:27

Voting Session 6/10/08

Work Session _____

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

B. Requested Text: **Consider and take appropriate action on the request for a variance to install the supply and return line to the treatment units closer than five feet to the house foundation at 1202 Lakeland Drive East.**

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 the Agenda Request and backup to them:

- Anna Bowlin, TNR, 854-9383
- Stacey Scheffel, TNR 854-9383
- Chris Gilmore, Cty Attny 854-9415
- Jonothan Mass, R.S., OSSF designer 263-1474
- Mary Buell, property owner, 712-371-9750

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

ONSITE WASTEWATER PROGRAM

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

DATE: May 30, 2008

TO: Member of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director Development Services 

SUBJECT: Septic variance to install the supply and return line to the treatment units closer than five feet to the house foundation at 1202 Lakeland Drive East

Proposed Motions

Consider and take appropriate action on the request for a variance to install the supply and return line to the treatment units closer than five feet to the house foundation at 1202 Lakeland Drive East.

Summary and Staff Recommendations:

The existing home located at 1202 Lakeland Drive East has a failing septic system. According to 30 TAC Chapter 285.91 Table X, Minimum Required Separation Distances for On-Site Sewage Facilities, the setback from a sewer pipe with watertight joints to a house foundation is five feet. The designer of the new system is requesting to install the supply and return line to the treatment units closer than five feet to the house foundation in order to utilize the front yard for additional drainfield area. This would lessen the chances of the new system failing. The property owner has agreed to indemnify and release the County from any liability that may result from the issuance of the variance. Staff recommends granting the variance to the set back requirement because a failing septic system poses more of a threat to public health and safety than strict compliance to set backs.

Budgetary and Fiscal Impact: None

Required Authorization: None.

Exhibits: Letter from Mr. Jonothan Mass, R.S. requesting the variances.
Location map.

JPG:ab:jf/ss

cc: Stacey Scheffel, TNR
Jonothan Mass, R.S.. OSSF designer
Chris Gilmore, Cty Attny
Mary Buell, property owner

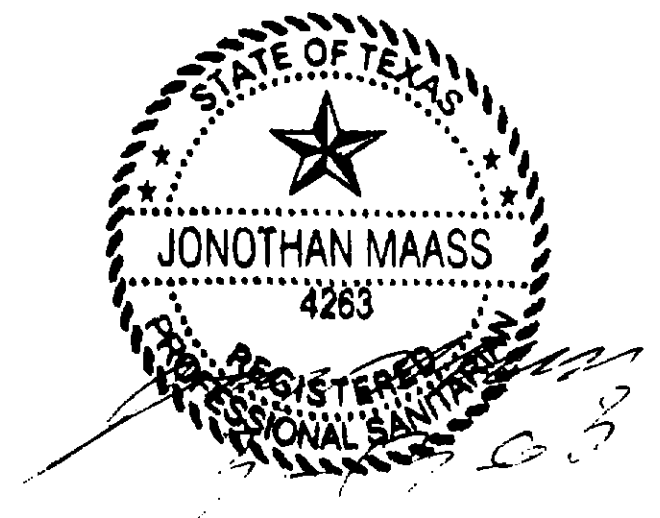
Xc: 1202 Lakeland Drive East

1202 E Lakeland Dr

Variance Request

Concerning the OSSF design for 1202 E Lakeland Drive.

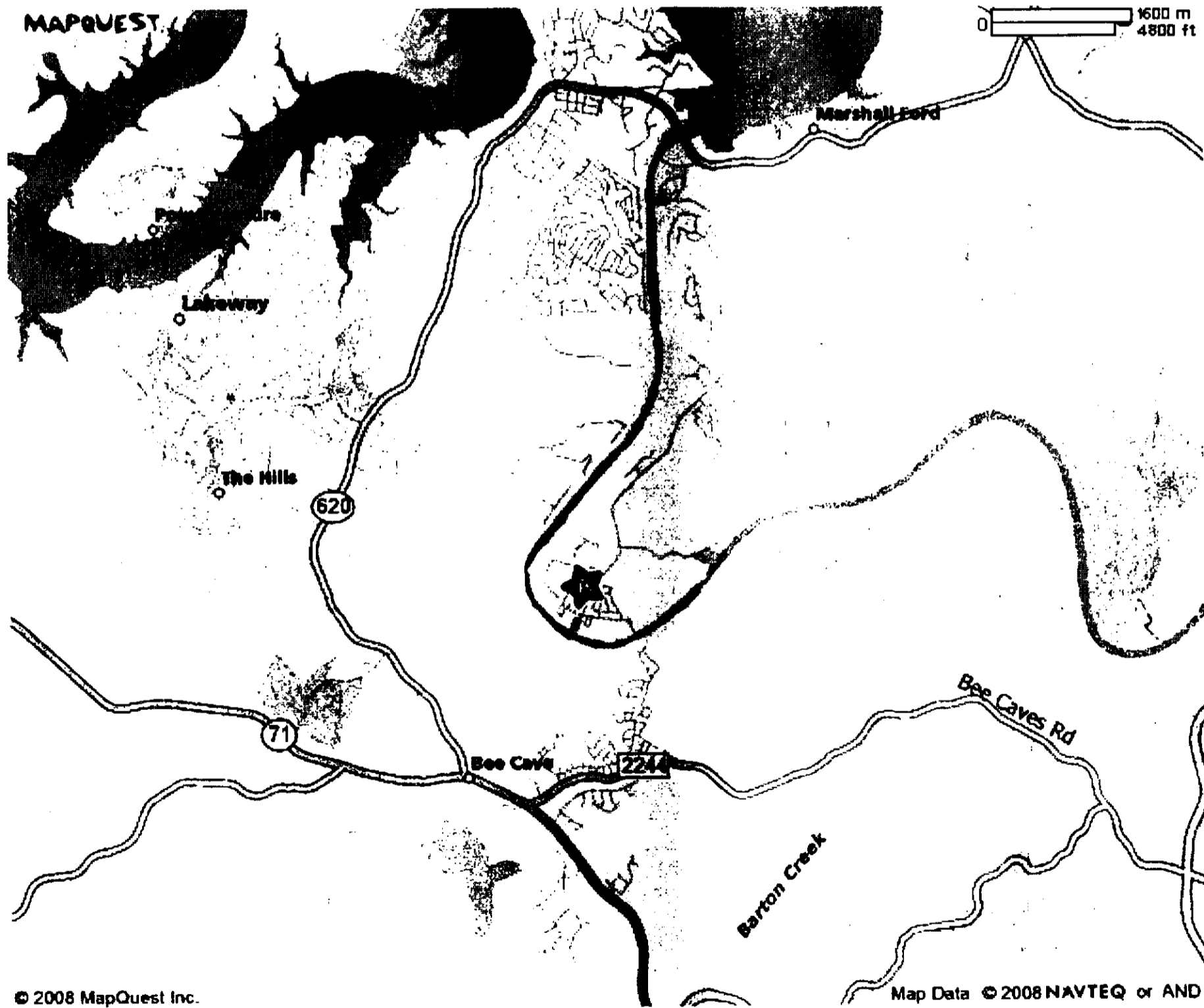
- The most feasible solution to access the drip field in the front yard will be to cross the existing potable water line, using a sleeved supply and return line. The sleeve must be sealed, laid in sand and pass 6" below the water line (see detail).
- To access the drip field in the front yard both the supply and return lines will have to be within 5 feet of the foundation of the house (see drawing).



MAPQUEST.



A: 1202 E Lakeland Dr, Austin, TX 78732-6005



Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

Travis County Commissioners Court Agenda Request

Voting Session 6/17/08 Work Session _____
(Date) (Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Steiner Ranch Phase 2 Sections 5 and a License Agreement for Steiner Ranch Phase 2 Section 5, a subdivision in 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 (original and 8 copies).

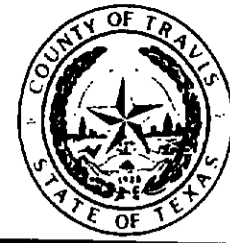
B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

- | | |
|---------------------------|----------------------------|
| Donald W. Ward - 854-9383 | Anna Bowlin - 854-9383 |
| David Greear - 854-9383 | Howard Herrin - 854-9383 |
| Scott Lambert - 854-9383 | Patricia Moreno - 266-3314 |

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: June 6, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet

SUBJECT: **A. Acceptance of dedication of Steiner Ranch Phase 2 Section 5**
B. License Agreement for Steiner Ranch Phase 2 Section 5

A. Summary and TNR Staff Recommendation: Acceptance of dedication of Steiner Ranch Phase 2 Section 5

This subdivision was recorded February 21, 2001. This subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section have been approved under Chapter 251 of the Texas Transportation Code.

This section is accessed from Flat Top Ranch Road, accepted for maintenance by Travis County. This action will add 2.47 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary impacts. All fiscal posted will be released, except for any un-constructed residential sidewalks.

Issues and Opportunities:

Not all of the sidewalks in this subdivision were constructed to Texas Accessibility Standards (TAS) so the developer choose to utilize our Sidewalk Remediation Policy. The developer has paid Travis County \$162,693.10 for remediation at twenty-five locations in the subdivision.

Exhibits:

Approval of Construction
List of streets
Requirements
Registered Accessibility letter
Attached maps

B. Summary and Staff Recommendation: License Agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into a license agreement, which will cover improvements in the right-of-way of Flat Top Ranch Road at Country Lake Drive and Flat Top Ranch Road at Prairie Clover Path within Steiner Ranch Phase 2 Section 5. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

A Letter of Credit in the amount of \$2,292.00 has been submitted as security for the licensed property that is described in the attached License Agreement.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Steiner Ranch Master Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The License Agreement is the approved form included in the Appendix of our Standards book – Exhibit 82.701A.

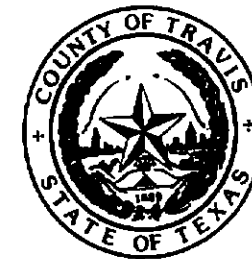
Exhibits:

License Agreement & Exhibit

DV:DWW:dv

1105 Steiner Ranch Ph 2 Sec 5

1102 Steiner Ranch Ph 2 Sec 5 License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE:

TO:

Developer

TWC/Steiner Ranch, L.L.C.
James D. Plasek, Vice President
805 Las Cimas Parkway #350
Austin, TX 78746
Fx: 328-7988

Engineer

Carter-Burgess, Inc.
Timothy J. Moltz, P.E.
901 S. Mopac Expressway #200
Austin, TX 78746
Fx: 314-3135

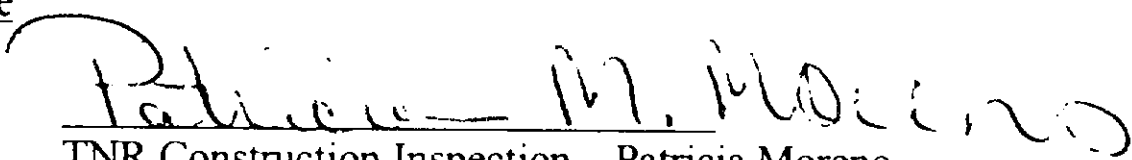
SUBJECT: Steiner Ranch Phase 2 Section 5

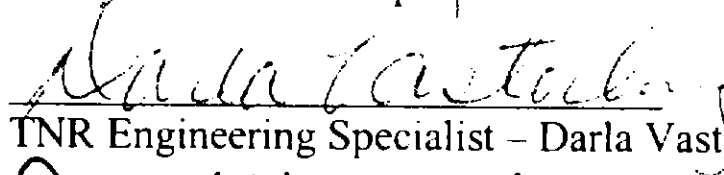
Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

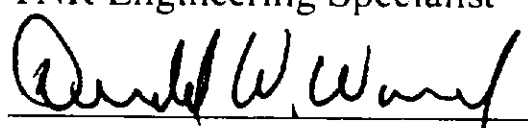
OTHER REMARKS:

None

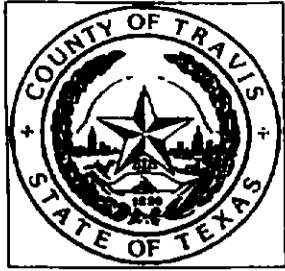
BY:


TNR Construction Inspection – Patricia Moreno


TNR Engineering Specialist – Darla Vasterling


TNR Division Director, Road and Bridge – Donald W. Ward

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 491T

Steiner Ranch Phase 2 Section 5

Pct.# 3
Atlas No. L-05

RECORDED AT DOC#200100063 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 2/28/01

SUBDIVISION CONTAINS 11 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Flat Top Ranch Road	230' N of Country Lake Drive to SE cor Lot 48 Blk D	4464	0.85	90'	HMAC	40'F-F	Yes
2	Country Lake Drive	Flat Top Ranch Road to Rippling Creek Court	3430	0.65	50'	HMAC	28'F-F	Yes
3	Wild Rock Cove	Country Lake Drive to end of 60'R cul-de-sac	469	0.09	50'	HMAC	28'F-F	Yes
4	Country Lake Court	Country Lake Drive to end of 60'R cul-de-sac	358	0.07	50'	HMAC	28'F-F	Yes
5	Sun Drenched Path	Country Lake Drive to end of 60'R cul-de-sac	753	0.14	50'	HMAC	28'F-F	Yes
6	Wild Canyon Loop	Country Lake Drive to Country Lake Drive	1125	0.21	50'	HMAC	28'F-F	Yes
7	Rippling Creek Court	Country Lake Drive to end of 60'R cul-de-sac	714	0.14	50'	HMAC	28'F-F	Yes
8	Prairie Clover Path	Flat Top Ranch Road to Country Lake Drive	768	0.15	50'	HMAC	28'F-F	Yes
9	Summer Canyon Drive	Flat Top Ranch Road to Indigo Waters Drive	958	0.18	50'	HMAC	28'F-F	Yes
10	Indigo Waters Drive	End of 60'R cul-de-sac to end of 60'R cul-de-sac	1187	0.22	50'	HMAC	28'F-F	Yes
11	Magenta Sky Trail	Flat Top Ranch Road to Indigo Waters Drive	563	0.11	50'	HMAC	28'F-F	Yes
12								
			14789					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **196**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-11

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-11 TOTAL **2.47** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT **3**.

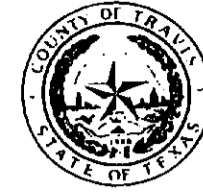
17-Jun-08

DATE

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

Donald W. Ward, P. E.
Division Director, Road, Bridge, and Fleet
TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION AND NATURAL

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

STEINER RANCH PHASE 2 SECTION 5 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 11/19/04 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter) § 82.401(c)(1)(A) § 82.604(c)(2)
- 11/19/04 2. Construction Summary Report. § 82.604(c)(1)
- 11/19/04 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 11/19/04 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
HAVE
- 3/202/04 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)
- 3/23/07 7. A detailed letter from a Registered Accessibility Specialist approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/19/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C)
- 11/19/04 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- 5/30/08 10. License Agreement (If there are private improvements in Public ROW.)

MAR 28 2007

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574



Able2Access, Inc.

March 23, 2007

Michaela Fagan
Development Assistant
Taylor Woodrow Communities/Steiner Ranch, Ltd.
3405 Grimes Ranch Road
Austin, TX 78732

Re: Phase 2 - Section 5
Steiner Ranch
Austin, TX 78732
Inspection performed March 7, 2007

INSPECTION - DISAPPROVED

Dear Ms. Fagan:

The referenced facility has been inspected and found not to be in compliance with some of the provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

The non-complying items noted on the enclosed inspection report must be corrected and verification (in writing) of completed corrective modifications must be furnished to this office within 90 days from the date of this letter. If compliance cannot be accomplished within the specified time, please contact this office as soon as possible.

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

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, please contact Kathy-Ann Moore at (512) 762-6349. Please reference the Department assigned number in all future correspondence pertaining to this project.

Sincerely,

Kathy-Ann Moore
RAS No. 0254

Enclosures

where everyone goes for accessibility solutions...



Texas Accessibility Standards Architectural Barriers Worksheet

Project: Phase 2 - Section 5

Facility: Steiner Ranch

Address: Steiner Ranch
Austin, TX 78732

Scope of Project: New Construction - new sidewalks in residential sub-division.

Action: Site Inspection



Date of Action: March 7, 2007

SEE COMMENTS IN BOLDED TYPE

✗ = Unacceptable

✓ = Acceptable

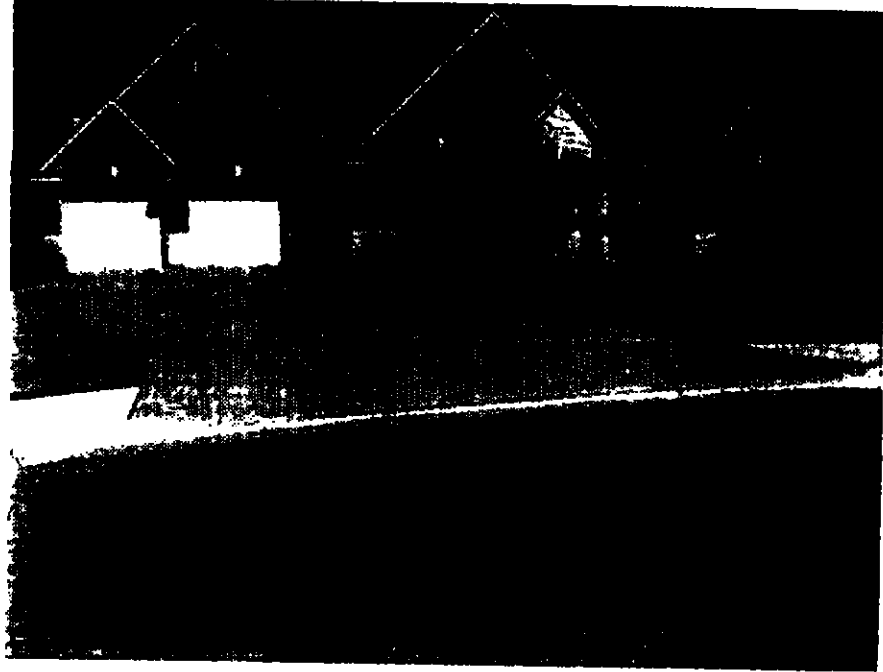
<u>4.3 ACCESSIBLE ROUTE.</u>	✗	
4.3.1* General.	✗	All walks, halls, corridors, aisles, skywalks, tunnels, general circulation routes, and other spaces that are part of an accessible route shall comply with 4.3.
		<u>See comment below for specific problems in this section.</u>
4.3.2 Location.		
(1) Exterior Routes		Not noted
(2) Connecting Routes	✓	
(3) Interior Routes		Not noted
(4) Dwelling Units	✓	
(5) Vehicle hazards		Not noted
4.3.3 Width.	✓	
4.3.4 Passing Space.	✓	

4.3.5 Head Room.	✓	
4.3.6 Surface Textures.	✓	
4.3.7 Slope.	✗	<p>An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.</p>
		<p>Cross slope of accessible routes must not exceed 2% - various non-compliant slopes noted along routes within sub-division.</p> <ul style="list-style-type: none"> • 4.4% to 6.1% at Driveway of 3105 Rippling Creek Court  <hr/> <ul style="list-style-type: none"> • 9.1% to 10% at Crosswalk between 3129 Rippling Creek Court and 13716 County Lake Drive  <hr/> <ul style="list-style-type: none"> • 5.1% to 6.5% cross slope at Crosswalk between Wild Canyon Loop and 13700 County Lake Drive <p style="text-align: center;">NO PHOTO</p>

- 7.8% to 8.9% at Crosswalk between Wild Canyon Loop and 13508 Country Lake Drive

NO PHOTO

- 6.8% to 12.5% at Driveway of 3133 Sun Drenched ^{Path} Park



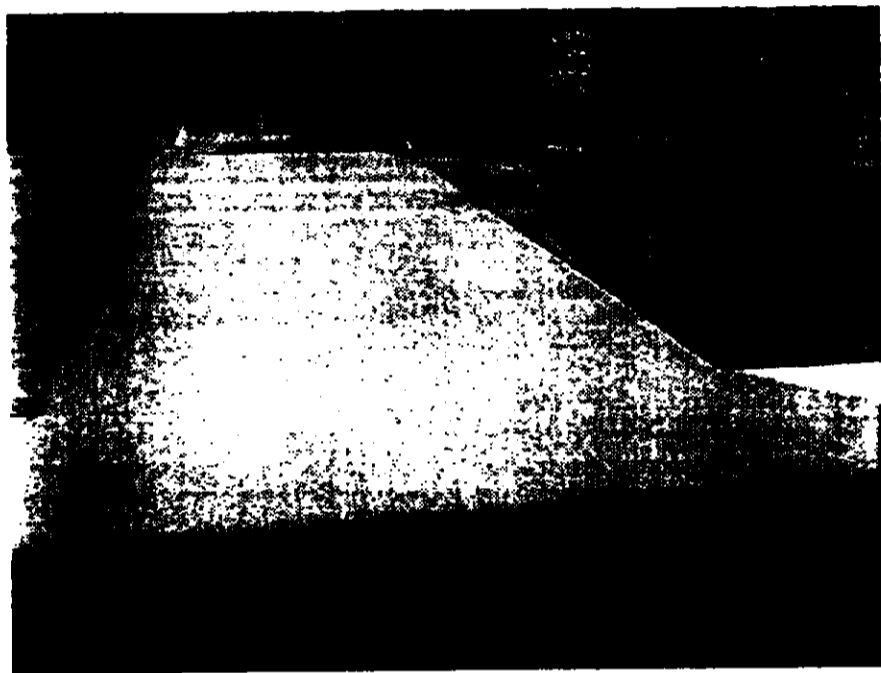
- 5.4% to 7.5% at Driveway of 3140 Sun Drenched ^{Path} Park



- 8.0% to 9.9% at Driveway of 3129 Sun Drenched ^{Path} Park



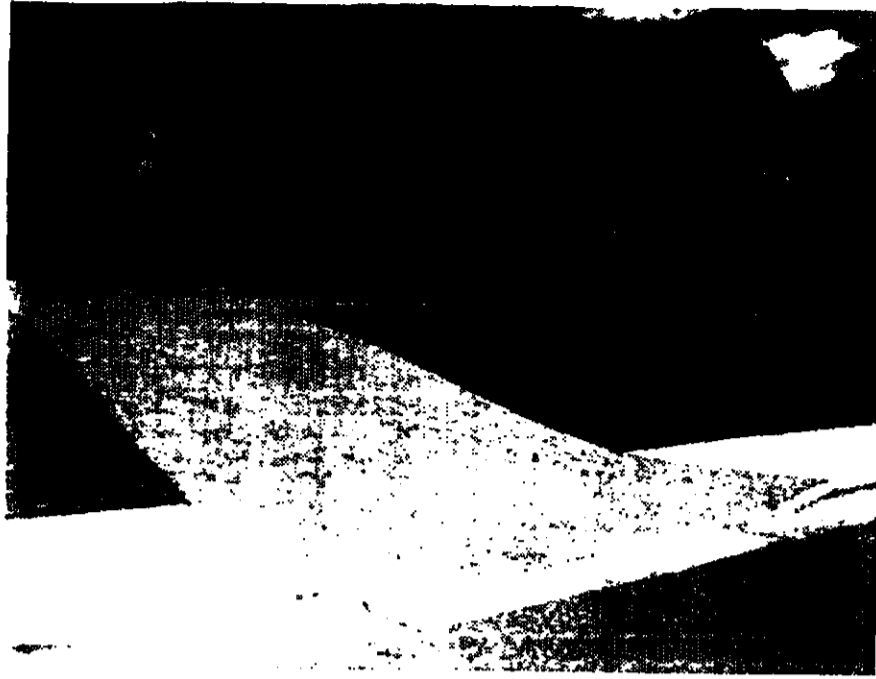
- 9.6% to 11.7% at Driveway of 3125 Sun Drenched Park ^{Path}



- 9.2% to 15.5% at Driveway of 3121 Sun Drenched Park ^{Path}



- 10.7% to 13.3% at Driveway of 3117 Sun Drenched Park ^{Path}



- 17.1% to 19.7% at Driveway of 3113 Sun Drenched ^{Path}Park

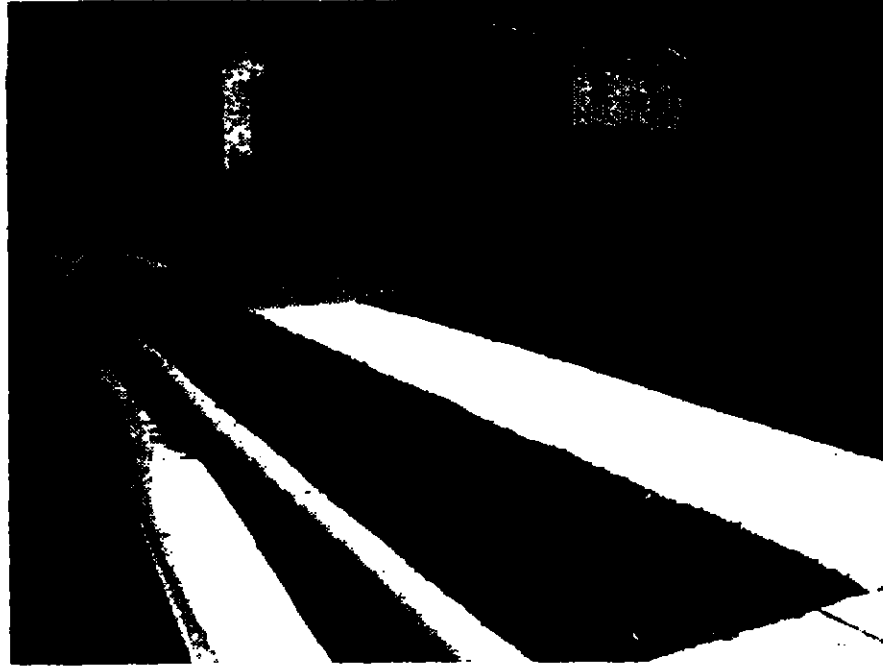


- 15.5% to 15.9% at Driveway of 3109 Sun Drenched ^{Path}Park
NO PHOTO

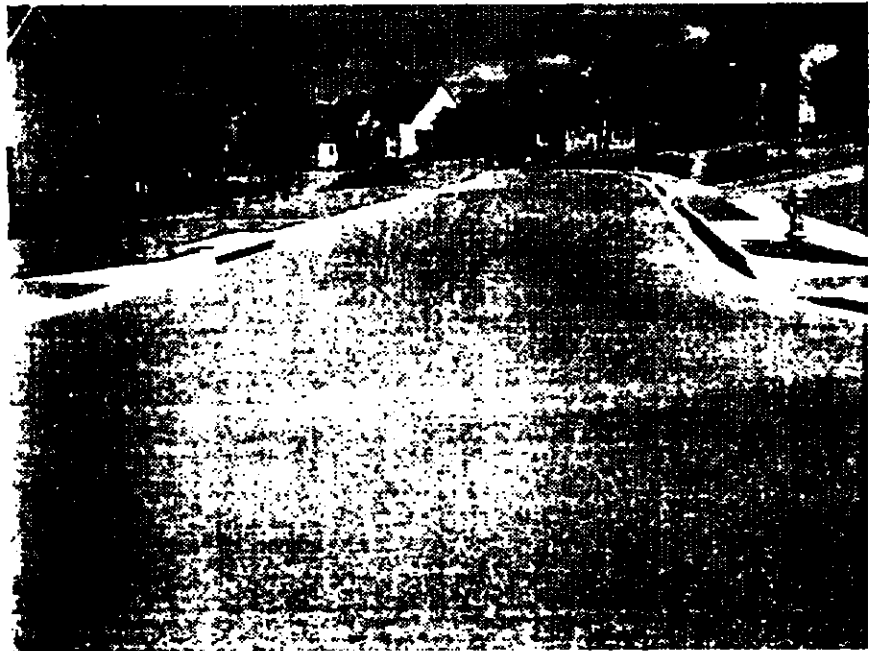
- 8.0% to 9.8% at Driveway of 3105 Sun Drenched ^{Path}Park



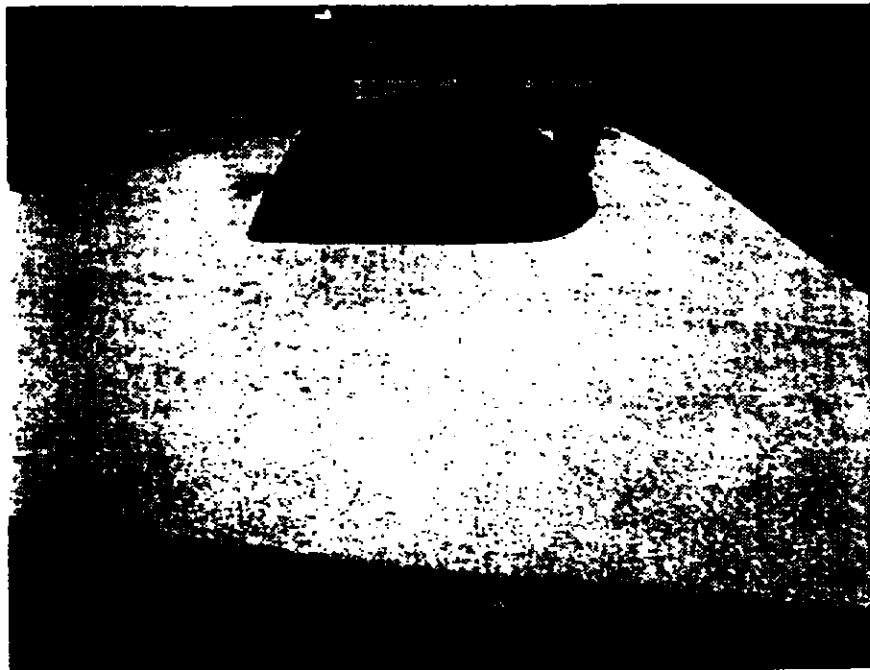
- 4.8% to 12.5% at Driveway of 3101 Sun Drenched ^{Path} Park.



- 4.5% to 5.3% at Crosswalk between Sun Drenched ^{Path} Park and County Lake Drive



- 12.1% to 14.5% at Driveway of 3109 County Lake Court

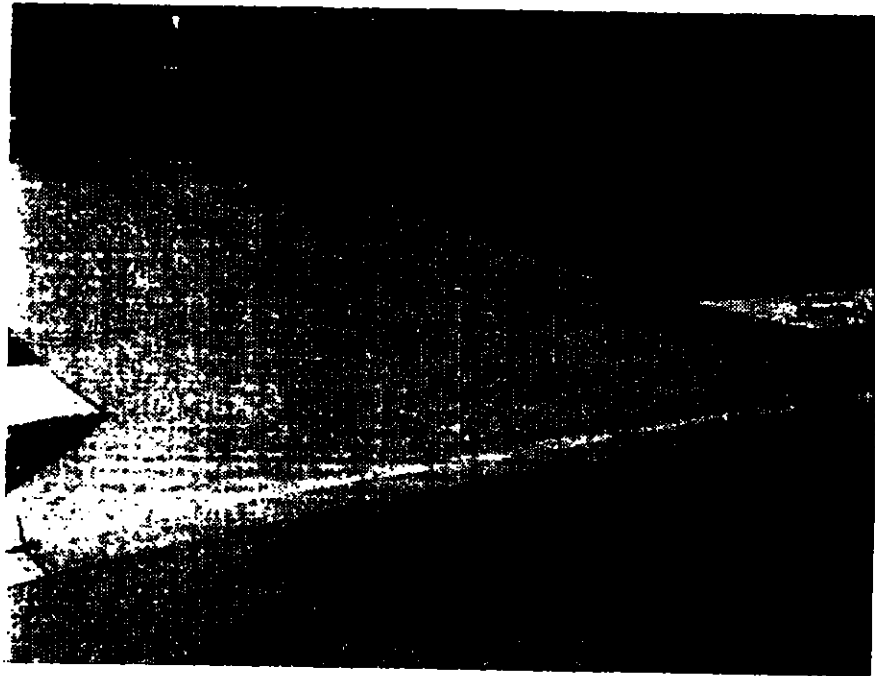


- **4.9% to 8.2% at Driveway of 3105 County Lake Court**



- **12.3% to 13.1% at Driveway of 13312 County Lake Drive**
NO PHOTO

- **9.2% to 13.1% at Driveway of 3116 Wild Rock Cove**



- **6% to 13.7% at Driveway of 3120 Wild Rock Cove**



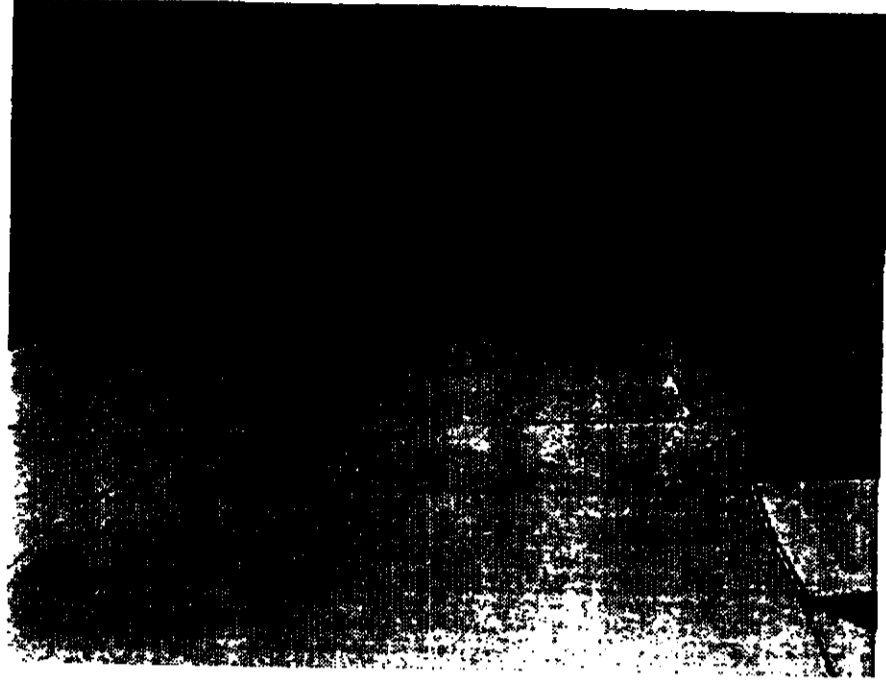
- **3.7% to 5.7% Cross Slope and 7.6% Running Slope at Crosswalk between 3100 Wild Rock Cove and 3101 Wild Rock Cove**



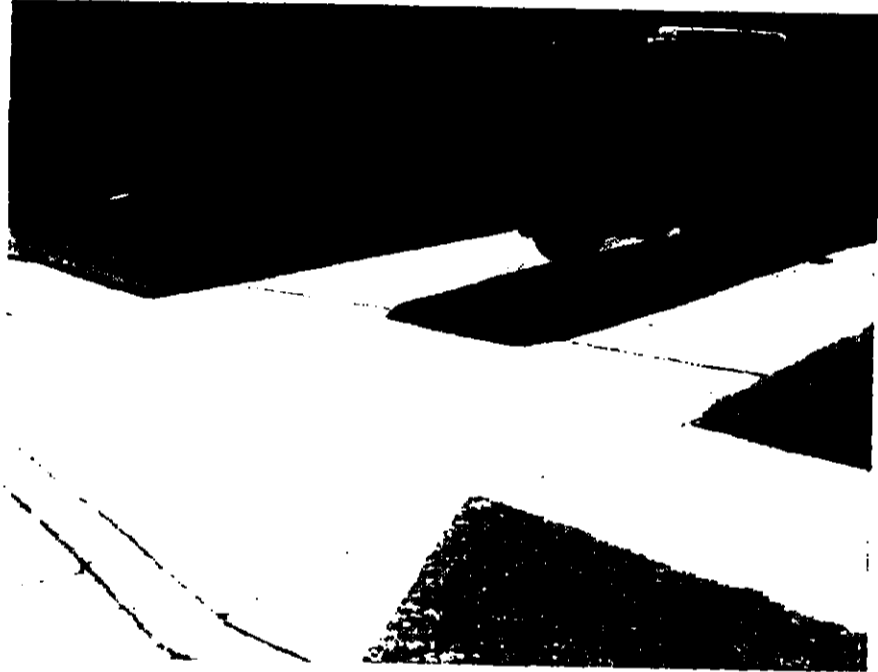
- **3.2% to 7.2% at Driveway of 3409 Indigo Waters Drive**



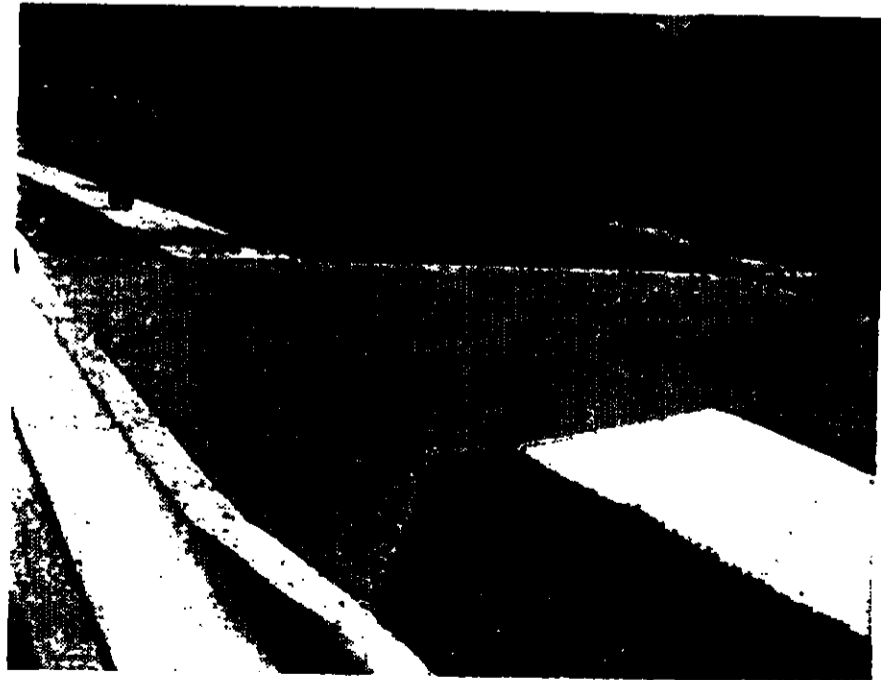
- **10% to 12.5% at Driveway of 3313 Summer Canyon Drive**



- **4.1% to 7.2% at Driveway of 3225 Summer Canyon Drive**

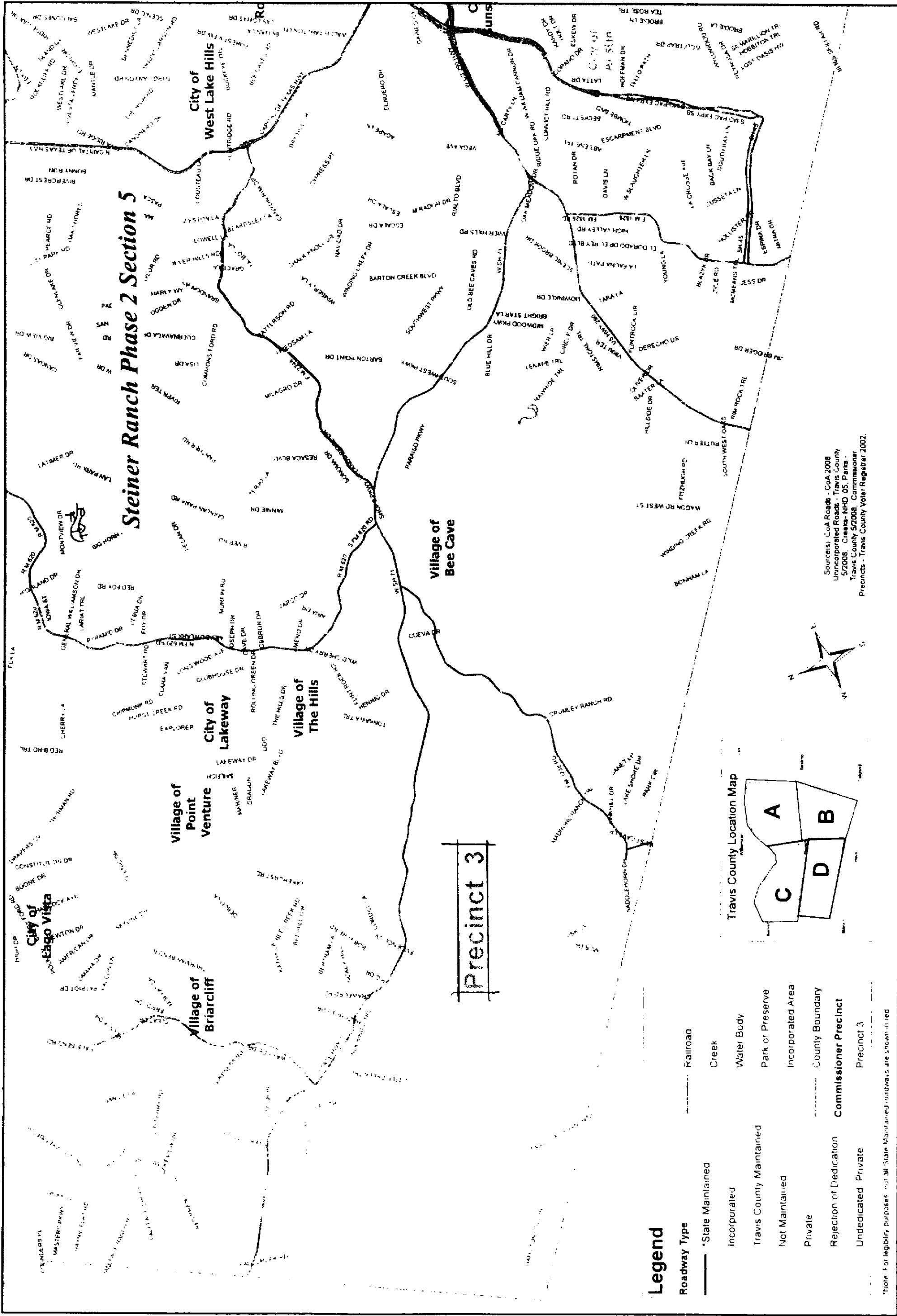


- **7.5% to 14% at Driveway of 3221 Summer Canyon Drive**



4.3.8 Changes in Levels.	✓	
4.3.9 Doors.		See comments at 4.13
4.3.10* Egress.		Not applicable
4.3.11 Areas of Rescue Assistance.		Not applicable
<u>4.4 PROTRUDING OBJECTS.</u>	✓	
<u>4.5 GROUND & FLOOR SURFACES.</u>	✓	
<u>4.6 PARKING & PASSENGER LOADING ZONES.</u>		Not noted
<u>4.7 CURB RAMPS.</u>	✓	
<u>4.8 RAMPS.</u>		Not noted
<u>4.9 STAIRS.</u>		Not noted
<u>4.10 ELEVATORS.</u>		Not noted
<u>4.11 PLATFORM LIFTS (WHEELCHAIR LIFTS).</u>		Not noted
<u>4.12 WINDOWS [Reserved].</u>		Not applicable
<u>4.13 DOORS.</u>		Not noted
<u>4.14 ENTRANCES.</u>		Not noted
<u>4.15 DRINKING FOUNTAINS & WATER COOLERS.</u>		Not noted
<u>4.16 WATER CLOSETS.</u>		Not noted
<u>4.17 TOILET STALLS.</u>		Not noted
<u>4.18 URINALS.</u>		Not noted
<u>4.19 LAVATORIES & MIRRORS.</u>		Not noted
<u>4.20 BATHTUBS.</u>		Not noted
<u>4.21 SHOWER STALLS.</u>		Not noted

<u>4.22 TOILET ROOMS.</u>		Not noted
<u>4.23 BATHROOMS, BATHING FACILITIES & SHOWER ROOMS.</u>		Not noted
<u>4.24 SINKS.</u>		Not noted
<u>4.25 STORAGE.</u>		Not noted
<u>4.26 HANDRAILS, GRAB BARS & TUB AND SHOWER SEATS.</u>		Not noted
<u>4.27 CONTROLS & OPERATING MECHANISMS.</u>		Not noted
<u>4.28 ALARMS.</u>		Not noted
<u>4.29 DETECTABLE WARNINGS.</u>		Not noted
<u>4.30 SIGNAGE.</u>		Not noted
<u>4.31 TELEPHONES.</u>		Not noted
<u>4.32 FIXED OR BUILT-IN SEATING & TABLES.</u>		Not noted
<u>4.33 ASSEMBLY AREAS.</u>		Not noted
<u>4.34 AUTOMATED TELLER MACHINES.</u>		Not noted
<u>4.35 DRESSING & FITTING ROOMS.</u>		Not noted
<u>5 RESTAURANTS, CAFETERIAS, SNACK BARS, ETC.</u>		Not applicable
<u>6 MEDICAL CARE FACILITIES.</u>		Not applicable
<u>7 BUSINESS & MERCANTILE.</u>		Not applicable
<u>8 LIBRARIES.</u>		Not applicable
<u>9 ACCESSIBLE TRANSIENT LODGING.</u>		Not applicable
<u>10 TRANSPORTATION FACILITIES.</u>		Not applicable

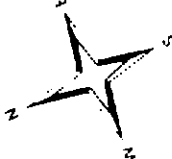
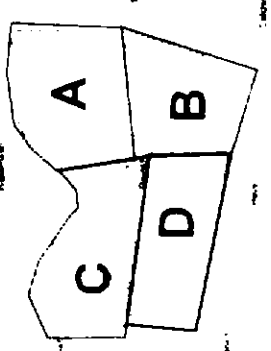


Steiner Ranch Phase 2 Section 5

Precinct 3

Legend

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated Private
- Railroad
- Creek
- Water Body
- Park or Preserve
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 3



Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County
 5/2008, Cities-NHD 05, Parks -
 Travis County 5/2008, Commissioner
 Precincts - Travis County Voter Register 2002.

Travis County Roadways, Map D

Map Prepared by Travis County
 Dept of Transportation & Natural
 Resources Date 5/12/2008
 http://www.co.travis.tx.us/maps

LICENSE AGREEMENT

STATE OF TEXAS

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§
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COUNTY OF TRAVIS

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Steiner Ranch Master Association, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in **Steiner Ranch Phase Two, Section 5**, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Document No. 200100063, of the Official Public Records of Travis County, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses and maintain certain lighting, landscaping and improvements in portions of the right-of-ways within the Subdivision, and custom street signs in all right-of-ways in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, landscape lighting, trees, shrubs, custom street signs and retaining walls (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in the Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and

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

III. County's Rights to Licensed Property

- A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

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

Executive Director Manager of the Transportation and Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

- B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.**

V. Indemnification

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

VI. Conditions

- A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.**
- B. ASSOCIATION'S Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.**
- C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.**
- D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described**

real property, and the terms and conditions of the Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Official Public Records of Travis County, Texas.

- E. **Default.** In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.
- F. **Security Deposit.** The ASSOCIATION shall provide the COUNTY with a Letter of Credit, payable to Travis County, in the amount of Two Thousand Two Hundred Ninety-Two DOLLARS and No CENTS (\$2,292.00). The Letter of Credit provided to the COUNTY will be held with the County Treasurer. The only condition to a draft on the security shall be a letter from the Travis County Judge indicating that the ASSOCIATION had not fulfilled its obligation under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

VII. **Commencement; Termination by Abandonment**

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

VIII. **Termination**

- A. **Termination by the ASSOCIATION.** This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations, that it made, from the Licensed Property within the thirty (30)

day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

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

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

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

IX. Eminent Domain

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

X. Interpretation

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

XI. Application of Law

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

XII. Venue

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

XIII. Covenant Running with Land

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

XIV. Assignment

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

XV. Notice

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

ASSOCIATION:

Steiner Ranch Master Association, Inc.
12550 Country Trails Lane
Austin, Texas 78732

COUNTY:

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

COPY TO:

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

COPY TO:

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

XVI. Annexation by the City

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

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this the ____ day of _____, 2008, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

By: _____

Printed Name: _____

My commission expires: _____

TERMS AND CONDITIONS ACCEPTED, this the 1st day of April, 2008.

THE ASSOCIATION:

Steiner Ranch Master Association, Inc.

By: _____

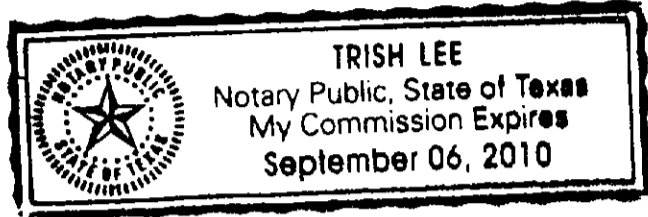
James D. Plasek
President, Authorized Representative

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 1st day of April, 2008, by James D. Plasek, President of the Steiner Ranch Master Association, Inc., a Texas corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

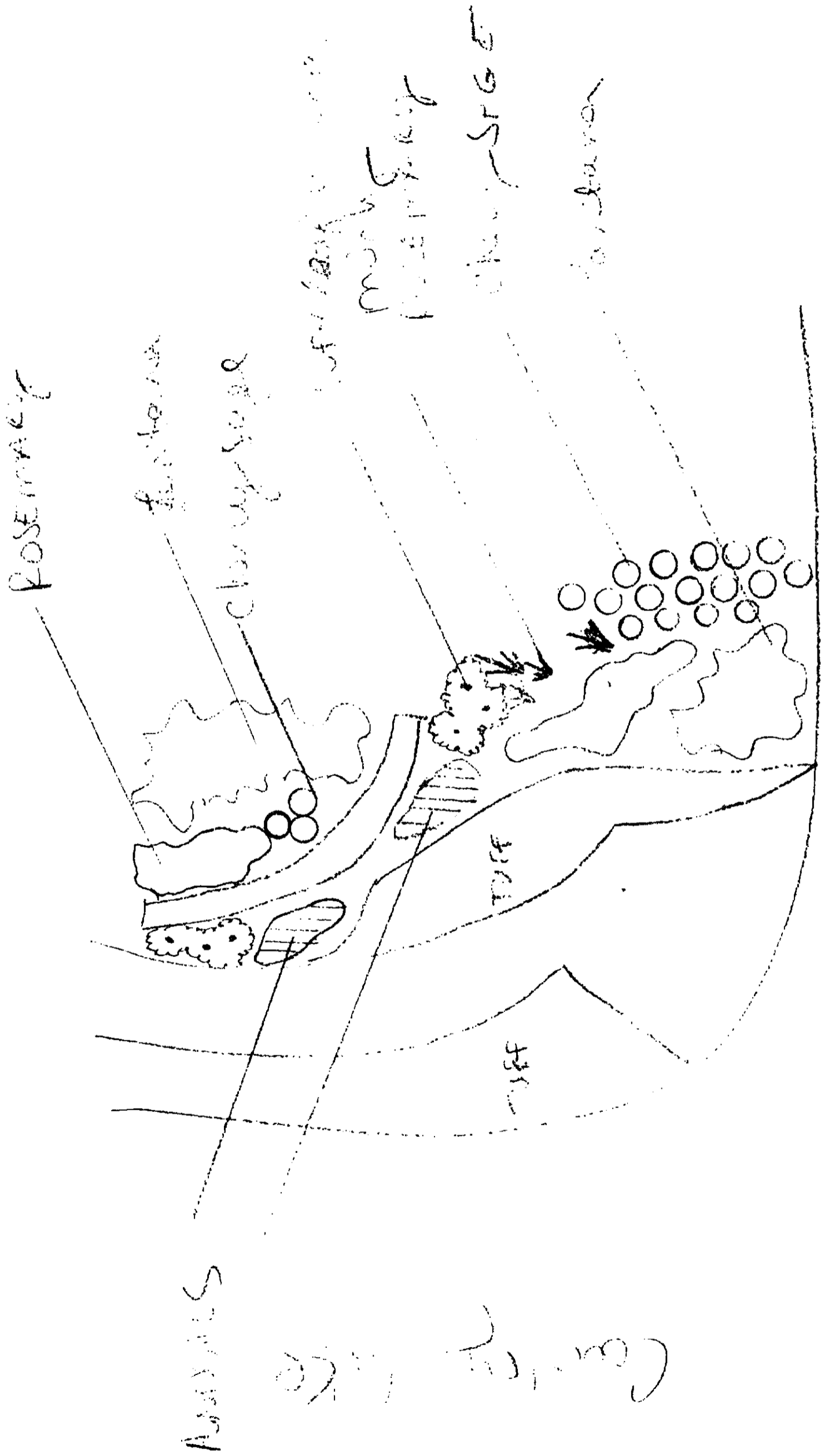
By: *Trish Lee*

Printed Name: Trish Lee

My commission expires: 09-06-10

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
12550 Country Trails Lane
Austin, Texas 78732



Feb 10 2008



Report

Date: 3/19/08

Title: Ph 2 Sec 5

Address: The Estates at Westridge in Steiner Ranch

Engineer:

Inspector: Patricia M. Moreno

Permit:

Comments: I found some landscaping so I assume that there is a sprinkler system. There was also a wooden sign. It doesn't look permanent



08 JUN '09 PM 4:09 Travis County Commissioners Court Agenda Request

Voting Session 06/17/08
(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:

- A. **Approve a Variance to Title 30-3-191 to not provide sidewalks for 8817 Burleson-Manor Road for a subdivision in Precinct One: Martin-Cole Final Plat.**
- B. **Approve a Variance to Title 30-2-151 which require streets of a new subdivision to align to existing streets (Tree Top Drive) for a subdivision in Precinct One: Martin-Cole Final Plat.**

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:

Joe Arriaga: 854-7562 Dennis Wilson, 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

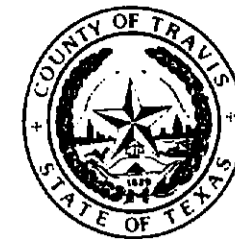
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

MEMORANDUM

June 10, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Director of Development Services

SUBJECT: Variances Only – Martin-Cole Final plat

PROPOSED MOTION:

- A. Approve a Variance to Title 30-3-191 to not provide sidewalks for 8817 Burleson-Manor Road for a subdivision in Precinct One: Martin-Cole Final Plat.**
- B. Approve a Variance to Title 30-2-151 which require streets of a new subdivision to align to existing streets (Tree Top Drive) for a subdivision in Precinct One: Martin-Cole Final Plat.**

SUMMARY AND STAFF RECOMMENDATION:

The applicant is requesting a variance to Title 30-3-191 that requires that all subdivisions under this code construct sidewalks. This variance is being requested as per Title 30 of the Single-Office. The staff is recommending this variance because the installation of sidewalks would not provide continuity in the pedestrian system, as there are no sidewalks in the area and a short, isolated segment would result. There are no worn paths along Burleson-Manor Road to indicate pedestrian activity. The second variance is to Title 30-151 which requires that streets of a new subdivision shall be aligned with existing streets; the applicant is intending not to extend Tree Top drive with this subdivision. Tree Top is located on the eastern portion of the subject property. The staff is recommending this variance because Tree Top was platted as a local street for single-family residences with adjacent Oak Creek Subdivision and was not meant to extend to a major arterial, Burleson-Manor Road. It will not serve any purpose to extend the street.

The proposed subdivision is made up of 4 single-family residential lots and 1 Critical Environmental Feature lot. TNR staff recommends approval both of the variances.

ISSUES:

The staff has not received any inquiries from any adjacent property owners or from anyone else regarding this application.

BUDGETARY AND FISCAL IMPACT:

None

REQUIRED AUTHORIZATIONS:

None

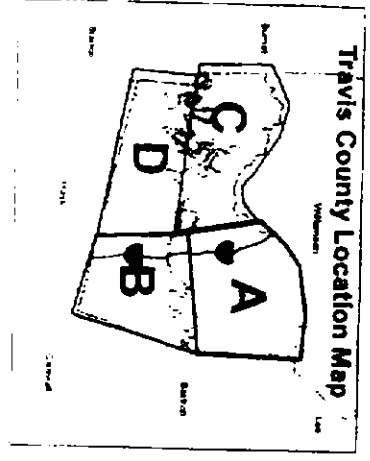
EXHIBITS:

Location map, proposed plat and applicant's variance justification letters.

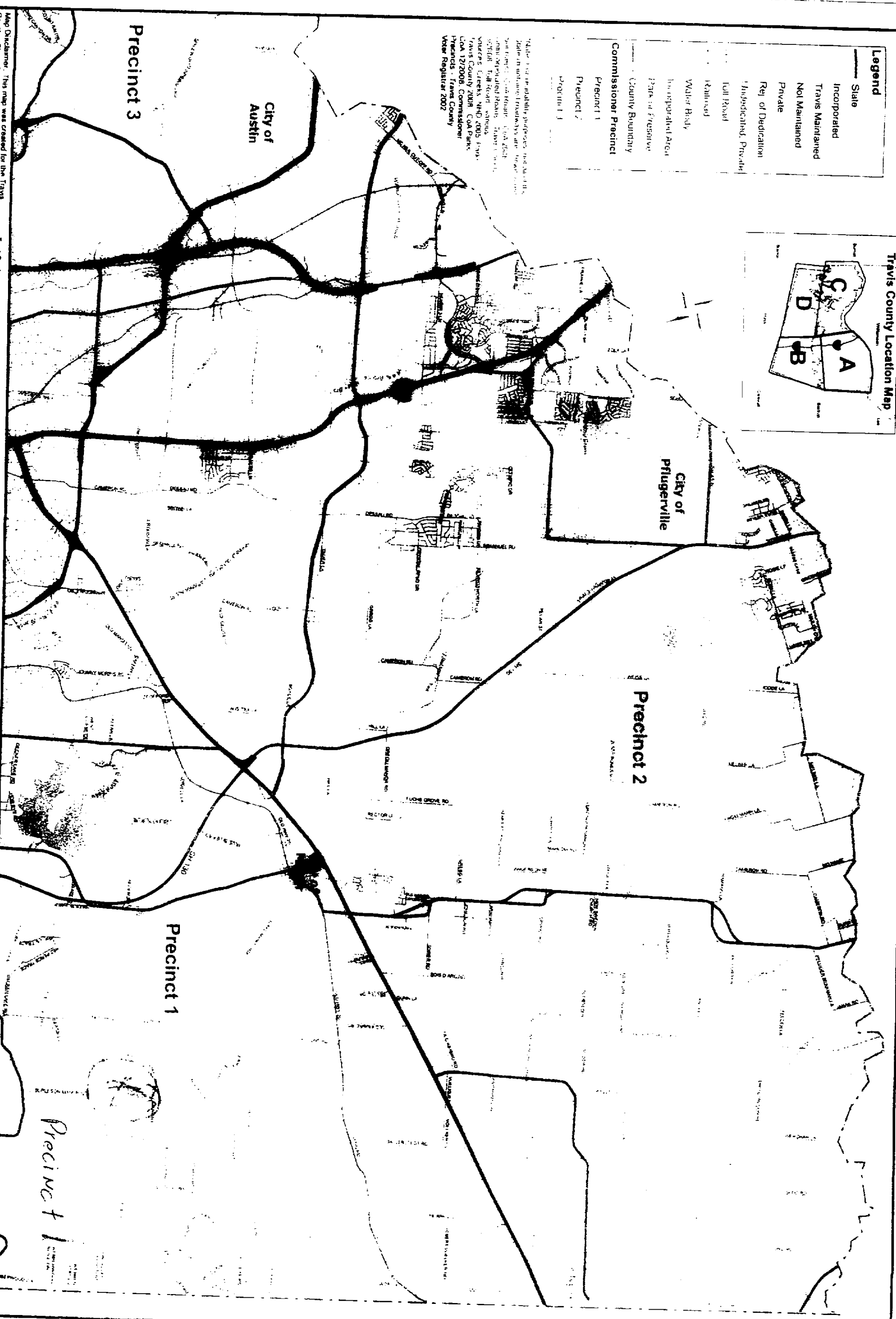
AMB: ja
0508

Legend

- State
- Incorporated
- Travis Maintained
- Not Maintained
- Private
- Rel. of Dedication
- Undedicated, Private
- Full Road
- Railroad
- Water Body
- Incorporated Area
- Part of Precinct
- County Boundary
- Commissioner Precinct
- Precinct 1
- Precinct 2
- Precinct 3



Map of Travis County prepared and printed by the Travis County GIS Coordinator. State and federal roadways are shown in black. County boundaries are shown in grey. Precinct boundaries are shown in red. Precinct 1 is shown in light blue, Precinct 2 in light green, Precinct 3 in light yellow, and Precinct 4 in light purple. The map is based on data from the Travis County GIS Coordinator. The map is for informational purposes only and does not constitute a legal document. For more information, contact the Travis County GIS Coordinator at (512) 854-9383.

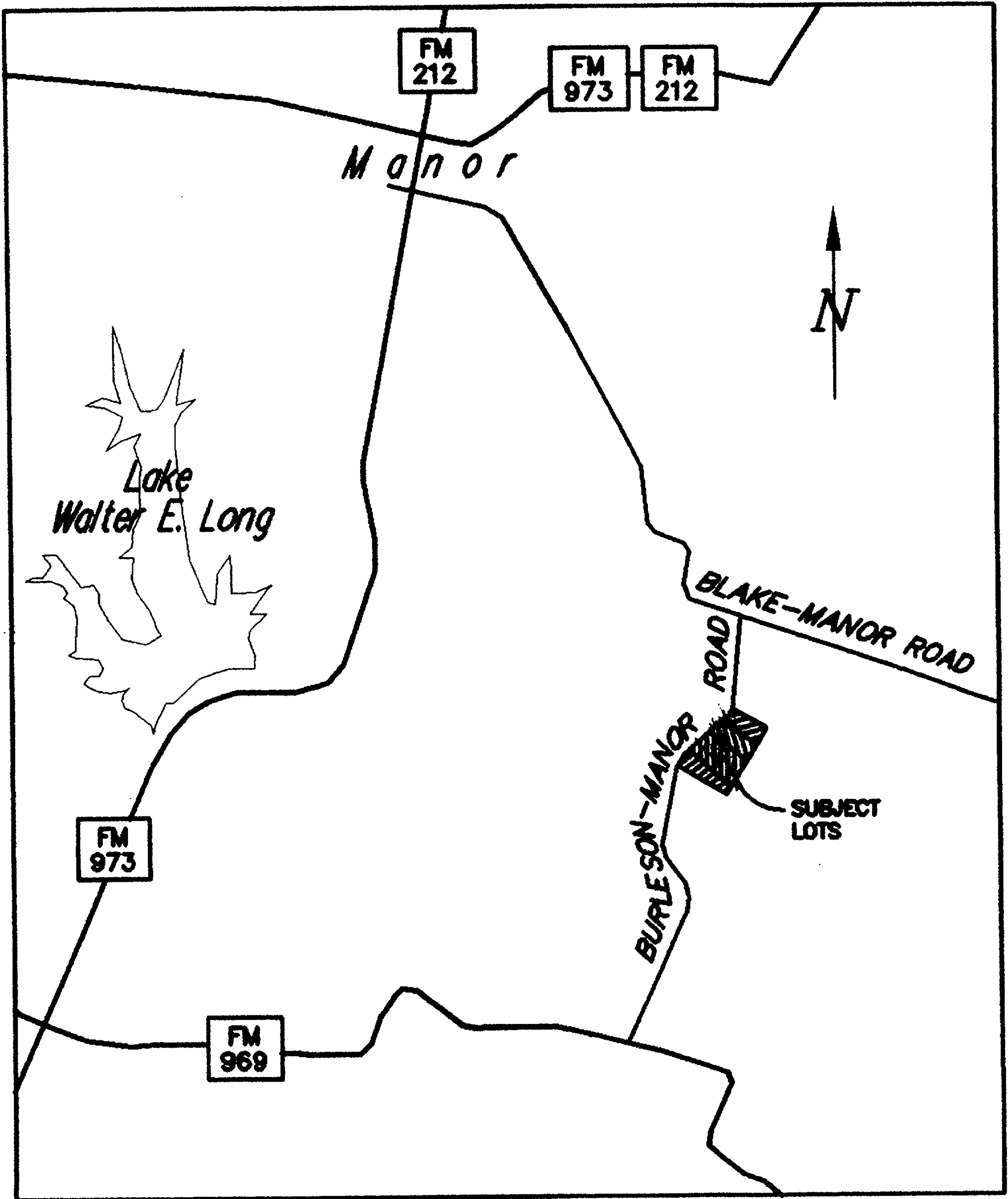


Travis County Roadways, Map A

Text Scale:
1 inch equals 1.002 miles
1 inch equals 5,282 feet



Map Prepared by: Travis County
Dept. of Transportation & Natural Resources
Date: 5/8/2008
http://www.co.tx.us/gis/



LOCATION MAP
(N.T.S.)

MARTIN-COLE SUBDIVISION

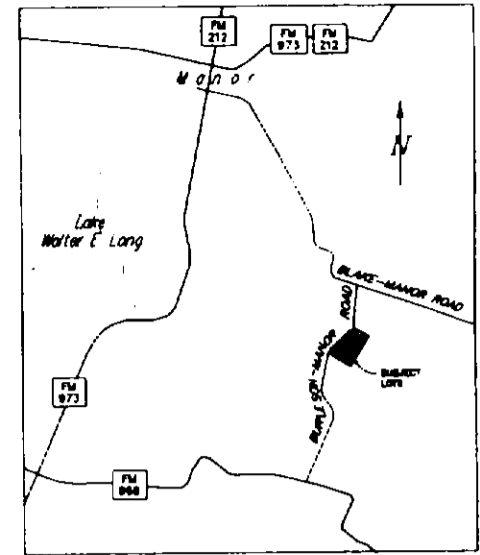
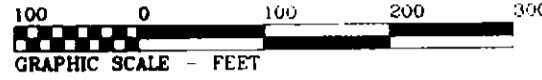
TRAVIS COUNTY, TEXAS
MARCH 21, 2007

CURVE TABLE

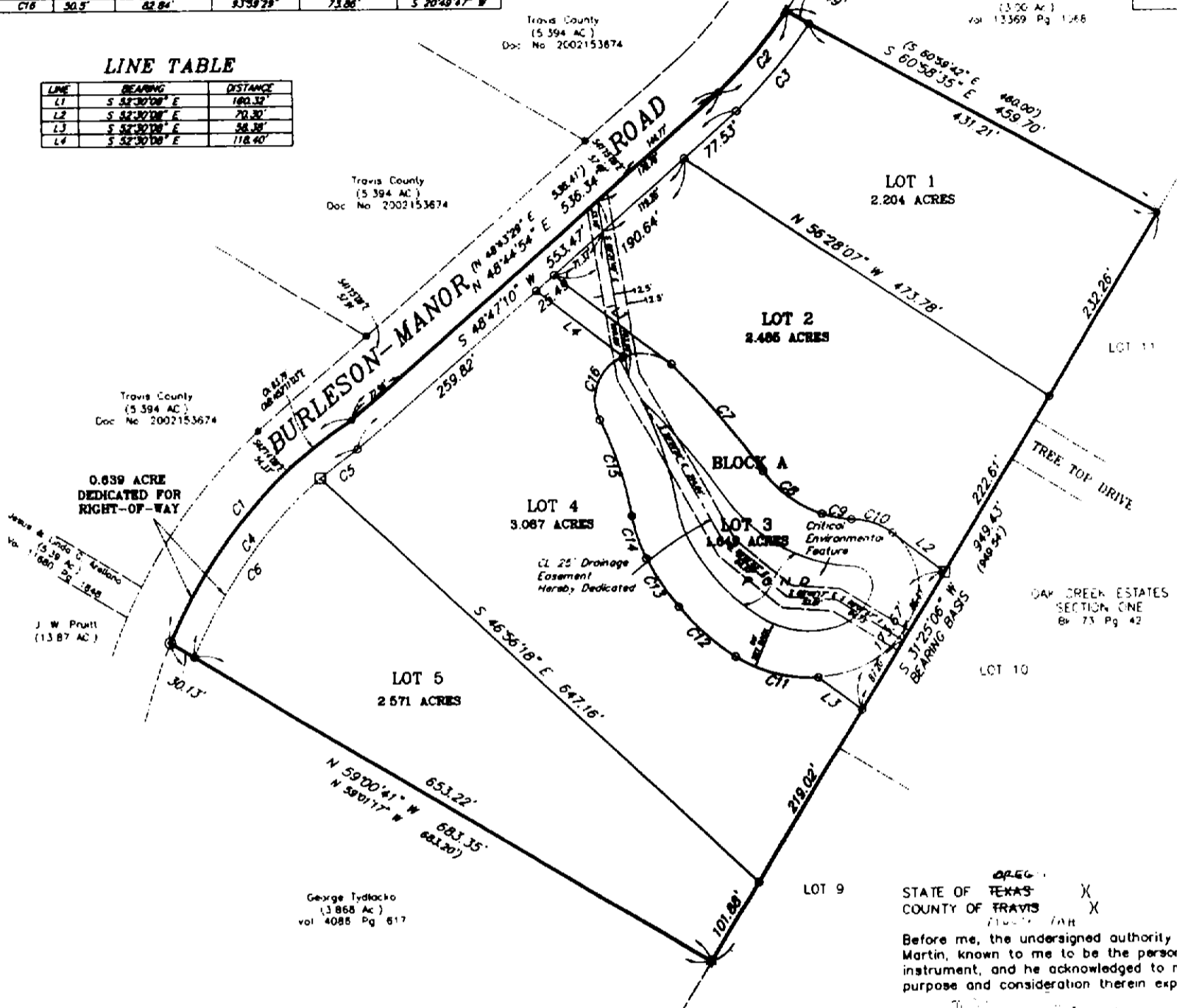
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	543.69	317.56	332°54'	313.08	N 39°31'27" E
C2	971.78	115.34	113°32'29"	115.15	S 40°32'21" W
C3	600.13	124.55	115°32'27"	124.32	S 40°26'01" W
C4	511.85	231.66	32°31'13"	202.76	S 39°36'25" W
C5	511.85	51.37	05°43'15"	51.29	N 82°20'24" E
C6	511.85	240.35	28°47'56"	238.17	N 38°04'47" E
C7	877.77	154.14	103°40'	153.04	N 40°17'28" W
C8	128.75	80.89	35°46'15"	78.69	S 53°51'24" E
C9	117.62	31.8	15°29'32"	31.71	S 78°30'10" E
C10	28.17	47.28	37°57'08"	46.81	N 71°15'32" W
C11	152.73	85.78	35°43'21"	83.63	S 73°41'48" E
C12	258.53	62.68	18°13'08"	62.33	S 48°49'05" E
C13	242.28	63.09	14°35'11"	62.97	S 33°44'11" E
C14	171.2	48.87	18°20'43"	48.78	S 78°20'13" E
C15	388.4	110.67	16°14'01"	110.25	N 18°02'34" W
C16	30.5	62.84	83°38'29"	73.08	S 20°48'47" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 82°30'08" E	180.32
L2	S 82°30'08" E	70.30
L3	S 82°30'08" E	58.38
L4	S 82°30'08" E	118.40



LOCATION MAP
(N15)



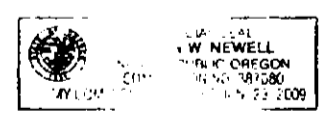
- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ⊙ 1" IRON PIPE FOUND
 - 1/2" IRON ROD SET WITH CAP STAMPED TERRA FIRMA
 - ☆ AXLE FOUND
 - CONCRETE MONUMENT SET
 - ▲ 600 NAIL FOUND
 - △ CALCULATION POINT
 - RECORD INFORMATION

STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared Kenneth T. Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name
My Commission Expires

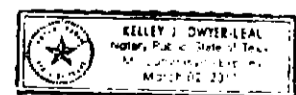


STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared Thomas L. Cole, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name
My Commission Expires



STATE OF TEXAS)
COUNTY OF TRAVIS)
KNOW ALL MEN BY THESE PRESENTS:

That we, Kenneth T. Martin and Thomas L. Cole, owners of 12.635 acres of land out of the Oliver Buckman Survey No. 40, Travis County, Texas, as conveyed to us by warranty deed with vendor's lien recorded in Volume 13318, Page 513 of the Real Property Records of Travis County, Texas, do hereby subdivide said 12.635 acres, pursuant to Section 212 of the Texas Local Government Code, in accordance with this plat, to be known as MARTIN-COLE SUBDIVISION, and do hereby dedicate to the public the use of the streets and easements shown hereon subject to any easements, covenants or restrictions heretofore granted and not released.

WITNESS MY HAND, this the _____ day of _____, 20__ A.D.

Kenneth T. Martin
8817 Burleson-Manor Road
Manor, TX 78653

Thomas L. Cole
8817 Burleson-Manor Road
Manor, TX 78653

SHEET 1 OF 2

Drawn by	Checked by
Designed by	Traced by
Scale	Plotted



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MARTIN-COLE SUBDIVISION



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

June 18, 2008

Written Testimony to Texas Senate Committee on International Relations and Trade
By the County Commissioner Sarah Eckhardt on behalf of the Travis County Commissioners
Court

Regarding development and growth in rural and unincorporated area

Mr. Chairman and Members, thank you for the opportunity to provide testimony today on the expectations our constituents have regarding Travis County's regulation of development within the unincorporated areas.

As you know counties in Texas have limited ability to regulate development and can only do what the State legislature explicitly enables them to do. Travis County is experiencing growing pains as it is rapidly becoming more urbanized in what were once rural parts of the unincorporated area. Development applications have become more contentious as our citizens expect governance and protections that are more consistent with those they see within municipalities. Recent issues that have come to the Court include the following:

Inadequacy of existing transportation and drainage systems

The county currently has explicit authority to require improvements with the boundaries of a subdivision but unclear authority about requiring mitigation of off-site impacts. In the last two years, the Commissioners Court has been asked to approve large (Sweetwater Ranch, RGK Ranch) and densely- populated (Wandering Creek, Hollows at Slaughter Creek, Cantarra) subdivisions that place significant traffic volumes on the county road system, although the road system was inadequate to accommodate the added traffic. The roadways internal to the subdivisions met the county's subdivision design standards and thus the Court was obligated by law to approve the subdivision plan. The Court was unable to obligate the development to provide for the off-site impacts of the development, even when the impacts create significant health and safety issues. This lack of land use authority transfers the additional financial burden to the general taxpayers.

The County should have explicit authority to levy impact fees in rough proportionality to the impact a development has on the surrounding infrastructure. This tool would allow the county to better address the inadequacy of both the transportation and drainage systems serving the development. All developments would be required to contribute their "fair share" toward the area impacts regardless of whether a road or drainage facility was located within their developing property.

Incompatible Land Use

As raw land subdivides and develops, adjacent residential areas have raised concerns about the incompatibility of new commercial and industrial land uses that are being proposed next to their neighborhoods. In one instance (Lehne), a fuel storage facility was located adjacent to a single family neighborhood. The development met all State and local regulations and was thus approved by the Commissioners Court, in spite of the obvious health and safety issues that were present.

Because of rising land values, developers are resubdividing large lots within existing subdivisions (Reserve at Westhill). The existing lot owners objected to the densification as being incompatible with the neighborhood and to the negative impact on their property values. In the farming area known as the Blackland Prairie, residents objected to farmland being converted into a large, dense residential subdivision (Village of New Sweden) and to the loss of their rural character. Because the Commissioners Court cannot regulate densities and these subdivisions otherwise met county subdivision regulations, the Court was obligated to approve the applications.

A long range comprehensive plan is usually the basis for development regulations, such as subdivision regulations or zoning, and also a capital improvements program. There is a presumption that the government entity has a vision of its future urban pattern and will use its authorities to implement it. County governments in Texas do not have explicit authority to develop a comprehensive plan, even though they do have authority to adopt subdivision regulations and have implemented capital improvements programs for decades. A comprehensive plan is essential if a county seeks broader land use authority.

The Commissioners Court could address the lot size issue if they had the ability to regulate density. Further, the County must approve subdivisions if the applicant meets the road and drainage construction standards of the county, even if the subdivision will enable land uses that are clearly incompatible with the existing land uses. The county could mitigate incompatible uses if it had the authority to adopt limited zoning and/or performance standards to buffer non-residential land use from residential uses.

Water Quality

The steep topography and pristine creeks of the Texas Hill Country challenges the design of subdivisions in western Travis County. Citizens have raised concern that the higher densities and impervious cover of subdivisions (West Cypress Hills, Sweetwater) cause increase storm water runoff, erosion, sedimentation, and water pollution of the surrounding waterways. Section 232.101 (b) of the Local Government Code explicitly prohibits a county from regulating the use of land and residential density, except for the sizing of on-site sewage systems.

The Commissioners Court could address some of the water quality concerns if they had the ability to control density. The ability to control density adjacent to streams and creeks could have a positive impact on water quality



**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 13, 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 a request to approve \$500,000 in Program Year 2008 funding for infrastructure to support affordable housing development to Austin Habitat for Humanity for the Community Development Block Grant Funding from the U.S. Department of Housing and Urban Development.

Summary and Staff Recommendations:

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

Budgetary and Fiscal Impacts:

No budget impact.

Issues and Opportunities:

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.
- ◆ The potential impact for not funding the project includes: the target demographic for the homes moving from 25-50% Median Family Income to 80% Median Family Income and a delay in the project due to the infrastructure development of 3-4 years.

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. <i>Impact: Creation of 41 affordable housing units</i>	\$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. <i>Impact: Assist approx. 20 households</i>	\$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. <i>Impact: Assist 100 households</i>	\$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. <i>Impact: Assess 16 neighborhoods</i>	\$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 %)
Total 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.

WS# 29
VS# 29



**TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST**

Please consider the following item for: Voting Session June 17, 2008.

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of May 2008.
- C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies of reports delivered to Commissioners on June 10, 2008.
- B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department 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.

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The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the 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 p.m. on Tuesdays for the following week's meeting.

Travis County Commissioners Court Agenda Request

Voting Session: June 17, 2008
(Date)

Work Session _____
(Date)

A. Request made by: Nelda Wells Spears, Tax Assessor Collector, Phone: 854-9742

Nelda Wells Spears
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Requested Text:

Consider and take appropriate action on Property Tax Rate Considerations and 2008 Parcel Rate Fees

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

I. A. Backup memorandum and exhibits should be attached and submitted with this
II. 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

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NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

MEMORANDUM

DATE: June 9, 2008

TO: Sam Biscoe, County Judge
Ron Davis, Commissioner, Pct. # 1
Sarah Eckhardt, Commissioner, Pct. # 2
Gerald Daugherty, Commissioner, Pct. # 3
Margaret Gómez, Commissioner, Pct. # 4

FROM: Nelda Wells Spears, Tax Assessor-Collector

SUBJECT: Property Tax Rate Considerations and 2008 Parcel Rate Fees
=====

1. Property Tax Rate Considerations

Each year there are several items the Commissioners Court must consider when establishing tax rates and budget forecasts for Travis County, NW Travis County Road District #3 and Travis County Healthcare District. We and the Planning and Budget Office recommend the Court adopt the same parameters as in years past. These are:

Anticipated Collection Rate (for Effective Tax Rate Calculations): 100% (lower estimates may be used only with justification).

Optional Homestead Exemptions: \$65,000 for the disabled and over 65, and at \$5000 or 20% (whichever is greater) for all homesteads. No exemptions for the road district.

Historical Exemptions: 100% on the structure and 50% on the land for residences or non-profit agencies; and half that for all other historical properties. No exemptions for the road district.

Debt Buy Down: The debt service (and resulting debt rate) may be reduced using year-end or reserve balances from the bond or general fund. We recommend no buy down of the debt rate for either the County, Road District or Healthcare District.

2. 2008 Parcel Rate Fees.

In accordance with Texas Property Tax Code, Sec.6.23, 6.24, and 6.27, we have attempted to fairly allocate expenses incurred while assessing and collecting for all taxing jurisdictions involved in Travis County's consolidated collection program for the 2008 tax year. Per the costing model used in years past, these tax collection expenses include:

- **ACCOUNTING** - Reconciliation of collections; report and fund disbursements.
- **DELINQUENT COLLECTIONS** - Administrative and legal costs to research, process, and collect delinquent taxes.
- **EFFECTIVE TAX RATE AD** - Newspaper publication notices required by Texas Property Tax Code Sec.26.04 (e).
- **EFFECTIVE TAX RATE CALCULATIONS** - Compilation and calculation of information required by Texas Property Tax Code Sec.26.04.
- **INFORMATION SYSTEMS** - ITS labor support costs.
- **COMPUTER/RPD RECURRING** - Annual maintenance supplies, printing, licensing costs.
- **COMPUTER/RPD COST** - AS/400 and RPD systems annualized costs based on a three to five year pay out.

The fair sharing of costs allocated to the jurisdictions is solely based on the relative number of parcels. The allocated expenses and per parcel fee calculation are shown on the attached.

The Planning and Budget Office recommends the Court adopt the calculated 2008 parcel fee rate of \$1.00. The current parcel fee rate is \$1.02.

If my staff or I can be of further assistance, please do not hesitate to call me at 4-9742.

Attachment: Tax Year 2008 Parcel Rate Calculations

NWS/cs

cc: Leroy Nellis, Budget Manager, Planning and Budget
Susan Spataro, County Auditor
Carolyn Konecny, Travis County Healthcare District
Michael Heath, Advanced Certified Paralegal

TAX YEAR 2008 PARCEL RATE CALCULATIONS

June 9, 2008

PROPERTY TAX COLLECTION EXPENSES	JURISDICTION ALLOCATION
Accounting	71,034
Delinquent Collections	
Compliance Division	560,982
Legal (Atty ad litem) & Tax Sale Costs	27,250
County Attorney Collections Division	635,850
Effective Tax Rate Ad	14,595
Effective Tax Rate Calculations	11,918
Information Systems Labor Support	32,669
Computer/RPD System Annual Upkeep	58,170
Computer System Cost	27,531
RPD System Cost	39,949
TOTAL ALLOCATED COLLECTION COSTS:	\$1,479,947

PER PARCEL RATE CALCULATION

Other Jurisdictions' Parcel Count	1,472,861	\$1.00
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PARCEL RATE REVENUES

(Revenue may differ from costs due to rounding)

Revenue Projection @ \$1.00	1,472,861	\$1,472,861
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Travis Central Appraisal District

5/21/2008

Historic Exempt Property

CAD2810 - A1

EntityID	Year	PropID	Ref2	OwnerName	Situs	LandMarket	ImprvMarket	AppraisedVal	TaxableVal
1002	2008	100123	01000313110000	MOORE JACK OTIS & MOLLY T WHITE	1200 S 5 ST TX 78704	300,000	160,592	460,592	33,948
1002	2008	103857	01040401140000	BRAND JAMES RUTLAND	802 BARTON BLVD TX 78704	385,000	462,247	847,247	131,494
1002	2008	103965	01040406160000	JOSEPH CATER HARRY	1610 VIRGINIA AVE TX 78704	320,000	211,902	531,902	55,480
1002	2008	104346	01050203010000	SOUTH LAMAR CONDOMINIUM LP	213 S LAMAR BLVD TX 78704	338,461	246,906	585,367	539,497
1002	2008	105342	01070004060000	ROBINSON-MACKEN HOUSE L P	702 RIO GRANDE ST AUSTIN, TX 78701	358,800	780,219	1,139,019	659,209
1002	2008	105348	01070005010000	KUHN DOYLE & KUHN P C	603 W 8 ST TX 78701	724,480	914,024	1,638,504	1,000,372
1002	2008	105349	01070005020000	SOOCH NAVDEEP S	600 W 7 ST TX 78701	353,280	871,510	1,224,790	700,715
1002	2008	105354	01070005070000	FOX BLAIR F	709 RIO GRANDE ST AUSTIN, TX 78701	328,200	643,081	971,281	68,051
1002	2008	106491	01080103120000	WILLIAMS JONATHAN	506 BAYLOR ST TX 78703	423,011	422,198	845,209	562,138
1002	2008	106521	01080106130000	TUTTLE TYSON & NICOLE CASPERS	608 BAYLOR ST TX 78703	1,365,000	975,815	2,340,815	600,442
1002	2008	106694	01080306010000	HANKAMER J RANDOLPH &	1412 W 6 1/2 ST TX 78703	625,000	981,990	1,606,990	312,500
1002	2008	106752	01080311200000	BROWN NORMAN D	1407 W 9 ST TX 78703	362,500	199,744	562,244	397,903
1002	2008	106753	01080311220000	HART JOSEPH H & KAY P HART	1403 W 9 ST TX 78703	562,500	315,168	877,668	160,750
1002	2008	455147	01080311750000	SMOOT JANE	1316 W 6 ST TX 78701	2,250,000	709,579	2,959,579	22,031
1002	2008	106814	01080313120000	ANDREWS JOHN C	1207 W 6 ST TX 78703	300,000	279,888	579,888	364,944
1002	2008	106854	01080315260000	ORCHID WAYNE I & JULIE J	604 HARTHAN ST TX 78703	400,000	444,276	844,276	128,109
1002	2008	106855	01080315270000	METTEAUER MICHAEL S	602 HARTHAN ST TX 78703	762,500	407,837	1,170,337	253,955
1002	2008	106891	01090102060000	QUEEN RICHARD A & SARA A STEVE	910 BLANCO ST TX 78703	837,500	464,118	1,301,618	238,219
1002	2008	106896	01090102110000	LOWENBERG CARLOS H JR & NICOLE K	908 BLANCO ST TX 78703	400,000	492,881	892,881	364,839
1002	2008	106897	01090102120000	BARCHAS ISAAC D & JOHANNA G	902 BLANCO ST TX 78703	425,000	434,856	859,856	311,607
1002	2008	106910	01090103110000	MAUSETH JAMES DAVID & TOMMY RO	1110 BLANCO ST TX 78703	700,000	413,522	1,113,522	128,578
1002	2008	106913	01090103140000	BUCKNALL WE	1102 BLANCO ST TX 78703	587,500	180,006	767,506	168,047
1002	2008	106935	01090104150000	LEITCH GREG H &	804 BAYLOR ST TX 78703	600,000	725,954	1,325,954	300,000
1002	2008	106985	01090105100000	STARK JEFFREY G	1109 W 10 ST TX 78703	325,000	236,009	561,009	118,248
1002	2008	106991	01090105170000	JACKS WILLIAM THOMAS & LAURA RUTH	1108 W 9 ST TX 78703	687,500	722,194	1,409,694	343,750
1002	2008	106993	01090105190000	SHARPLES SYDNEY G	1114 W 9 ST TX 78703	662,500	745,944	1,408,444	331,250
1002	2008	107002	01090106110000	ROOKNOLL LLC	1111 W 11 ST TX 78703	1,350,270	466,645	1,816,915	1,246,024
1002	2008	107006	01090106160000	LANCASTER JAMES G	1106 W 10 ST TX 78703	828,125	293,692	1,121,817	204,965
1002	2008	359573	01090107260000	MEACHAM STANDISH	1114 W 11 ST TX 78703	1,035,000	572,922	1,607,922	384,486
1002	2008	107162	01090406100000	SEVERELY LIMITED PARTNERSHIP	610 WEST LYNN ST TX 78703	960,000	567,807	1,527,807	1,003,903
1002	2008	108977	01100101040000	PRENTICE ROBERT A & SHARON A D	1500 LORRAIN ST TX 78703	439,875	417,180	857,055	361,269
1002	2008	108992	01100102050000	BUFA PARTNERS LP & GLORIA GROUP PARTNERS LI	1200 ENFIELD RD TX 78703	595,900	705,640	1,301,540	1,008,434
1002	2008	108995	01100102080000	HORNADAY WILLIAM & AMY	1503 LORRAIN ST TX 78703	446,250	107,498	553,748	223,125
1002	2008	109041	01100106020000	NICHOLS STEVEN P & MARY B	1400 LORRAIN ST TX 78703	945,000	659,628	1,604,628	763,150

1002	2008	109150	01100113020000	ATKINSON SIMON D	1200 WINDSOR RD TX 78703	765,000	2,367	767,367	575,229
1002	2008	109271	01100206290000	BROOKS BEVERLY ANN	1500 W 9 ST TX 78703	500,000	414,422	914,422	250,000
1002	2008	109294	01100207070000	SUCKE JACK H JR	1300 W 9 1/2 ST TX 78703	912,500	176,977	1,089,477	520,214
1002	2008	109331	01100509240000	SBS CAPITAL INVESTMENTS LLC	708 PATTERSON AVE TX 78703	587,500	176,481	763,981	135,575
1002	2008	534867	01100509240001	SBS CAPITAL INVESTMENTS LLC	708 PATTERSON AVE TX 78703	-	61,071	61,071	30,535
1002	2008	110245	01110408120000	MIDER DAVID & STACEY RODRIGUES	1106 TOYATH ST TX 78703	225,000	76,587	301,587	111,731
1002	2008	112096	01120204070000	REIFSNYDER ANDREW C & CAROL C	1504 WEST LYNN ST TX 78704	487,688	536,295	1,023,983	243,844
1002	2008	112127	01120205090000	CRANE MARIE	1502 MARSHALL LN TX 78703	425,000	545,362	970,362	474,576
1002	2008	112373	01130003390000	LEAGUE TIM & KARRIE	1305 W 22 ST TX 78705	725,000	536,850	1,261,850	529,378
1002	2008	112374	01130003400000	HELD THEODORE & NURIA ZARAGOZA	1908 CLIFF ST TX 78705	250,000	184,838	434,838	199,984
1002	2008	112456	01130008230000	SAN GABRIEL REAL ESTATE LTD	2210 SAN GABRIEL ST TX 78705	502,686	406,166	908,852	580,097
1002	2008	112493	01130011100000	SCHADE GEORGE D & MATILDE	1901 CLIFF ST TX 78705	438,750	227,577	666,327	43,021
1002	2008	112614	01130103120000	KESSLER WILLIAM & NICOLE BELL	2309 WINDSOR RD TX 78703	743,750	2,098,703	2,842,453	998,397
1002	2008	112651	01130107050000	OSWALT JOHN D & KAREN R OSWALT	2200 WINDSOR RD TX 78703	616,250	603,953	1,220,203	308,125
1002	2008	112663	01130109030000	WOODAWN PEASE LLC	1606 NILES RD TX 78703	2,868,750	2,631,250	5,500,000	3,467,187
1002	2008	563742	01140501060000	THOMPSON DAVIDSON R & FRANCES D	1800 FOREST TRL TX 78703	600,000	594,319	1,194,319	747,159
1002	2008	114340	01150103010000	KRESS BARNETT A & CAMILLE	1400 HARDOUJN AVE TX 78703	425,000	592,717	1,017,717	508,858
1002	2008	114345	01150103060000	VAN SICKLE LAWRENCE C & DALE	1500 HARDOUJN AVE TX 78703	425,000	337,631	762,631	212,500
1002	2008	114370	01150105080000	ABDALLAH NORMAN & GRAZIELLA M	2400 HARRIS BLVD TX 78703	344,250	442,106	786,356	479,240
1002	2008	114412	01150109030000	JACKSON OSCAR B JR	1505 WOOLDRIDGE DR TX 78703	680,000	459,191	1,139,191	340,000
1002	2008	114418	01150109090000	BRAY WILLIAM TERRY	2 GREEN LN TX 78703	637,500	436,056	1,073,556	485,778
1002	2008	114421	01150108120000	RODRIGUEZ ROBERT A	1415 WOOLDRIDGE DR TX 78703	722,500	1,357,347	2,079,847	960,896
1002	2008	114452	01150108430000	HICKS R STEVEN & DONNA STOCKTO	2407 HARRIS BLVD TX 78703	2,868,750	5,978,008	8,846,758	4,180,000
1002	2008	115806	01160013040000	CHESTER BRYAN A & JENNIFER R D	2524 HARRIS BLVD TX 78703	510,000	324,521	834,521	338,735
1002	2008	116471	01160908120000	TOLLETT J B	3701 BONNIE RD TX 78703	573,750	494,814	1,068,564	286,875
1002	2008	116609	01170207150000	WHEELER MATTHEW W & CRISTA M	1612 GASTON AVE TX 78703	361,250	262,427	623,677	127,891
1002	2008	117125	01170904040000	HURCHALLA DAVID & KRISTIE HEMENWAY	3707 GILBERT ST TX 78703	412,500	287,967	700,467	134,700
1002	2008	118602	01180601120000	HORNFISCHER JAMES D & SHARON G	2528 TANGLEWOOD TRL TX 78703	480,000	621,233	1,101,233	491,179
1002	2008	119603	01190803200000	WINKEL CAROL CARPENTER	2408 SWEETBRUSH DR TX 78703	1,875,000	1,034,655	2,909,655	1,923,577
1002	2008	120294	01200106040000	HARRIS AUGUST W III	1901 W 35 ST TX 78703	787,500	412,395	1,199,895	227,087
1002	2008	120719	01210407120000	POWELL STANLEY MARK & REBECCA	2900 LARRY IRL TX 78703	840,000	2,338,537	3,178,537	384,326
1002	2008	121474	01220008250000	CONTESSA DORMITORY ASSOCIATES	3720 JEFFERSON ST TX	144,000	108,213	252,213	162,106
1002	2008	187787	02010103010000	112 ACADEMY LLC	112 ACADEMY DR B TX 78704	1,025,969	526,896	1,552,865	1,032,924
1002	2008	187858	02010106010000	HAWKINS REVOCABLE LIVING TRUST	210 ACADEMY DR TX 78704	900,000	189,155	1,089,155	269,902
1002	2008	187858	02010301290000	LOWE HUGH & CLAUDETTE	400 ACADEMY DR TX 78704	1,200,000	500,301	1,700,301	301,341
1002	2008	188723	02020504260000	LOGANBILL LORNE	1202 GARDEN ST TX 78702	100,000	358,061	458,061	50,000
1002	2008	188762	02020506060000	ROBERTS C DANIEL	1301 E CESAR CHAVEZ ST TX 78702	100,000	259,134	359,134	26,620
1002	2008	188998	02020705060000	MIF LLC	1602 E CESAR CHAVEZ ST TX 78702	288,080	441,996	730,076	437,058
1002	2008	189093	02020709240000	MERCADO ALBERT & NORMA	1807 E CESAR CHAVEZ ST TX 78702	100,000	284,936	384,936	-
1002	2008	191615	02040414040000	CZIGAN MARK C	604 E 3 ST TX 78701	353,280	96,037	449,317	176,640
1002	2008	534882	02040414040001	CZIGAN MARK C	604 E 3 ST TX 78701	-	30,518	30,518	15,259
1002	2008	191616	02040414050000	TRACEY DENIS	600 E 3 ST TX 78701	441,600	908,293	1,349,893	785,346
1002	2008	191646	02040505160000	THIRD COAST STUDIOS LTD	501 N INTERSTATE HY 35 TX 78702	459,780	826,683	1,286,463	758,176

1002	2008	191702	02040511120000	SANCHEZ-LOZANO MARION	1000 E CESAR CHAVEZ ST TX 78702	127,400	303,768	431,168	247,434
1002	2008	525257	02050105090000	CITY OF AUSTIN	401 W 2 ST TX 78701	509,300	697,905	1,207,205	254,650
1002	2008	192787	02050201040000	USRP FUNDING 2001-A L P	117 W 4 ST TX 78701	883,200	1,770,448	2,653,648	1,547,624
1002	2008	192788	02050201050000	HOSPITAL HOUSEKEEPING SYSTEMS	320 N CONGRESS AVE TX 78701	552,000	1,703,123	2,255,123	1,265,561
1002	2008	192789	02050201060000	SMITH W B BUILDING LTD	316 N CONGRESS AVE TX 78701	564,000	1,844,064	2,408,064	1,345,032
1002	2008	192806	02050202110000	GTMK LTD	410 N CONGRESS AVE TX 78701	276,000	844,052	1,120,052	629,026
1002	2008	192816	02050205060000	PEREZ CYNTHIA M & LIDIA C	105 E 3 ST TX 78701	276,000	369,957	645,957	391,978
1002	2008	192822	02050206060000	QUEST DAVIS PARTNERS LP &	325 N CONGRESS AVE TX 78701	1,440,225	5,015,116	6,455,341	3,587,727
1002	2008	192827	02050207070000	BAHRAMI BEHZAD	105 E 5 ST TX 78701	496,860	1,155,770	1,652,630	722,552
1002	2008	192828	02050207080000	F & J HEIERMAN BUILDING LTD	115 E 5 ST TX 78701	229,080	1,021,211	1,250,291	682,415
1002	2008	192900	02050702120000	DAVIS LAURIE &	1204 E 7 ST TX	150,000	236,325	386,325	230,662
1002	2008	192919	02050703170000	HATCH THOMAS H & JODY A	1100 E 8 ST TX	150,000	254,715	404,715	75,000
1002	2008	192933	02050705010000	AUSTIN REVITALIZATION AUTHORITY	1101 E 11 ST TX 78702	71,730	411,921	483,651	35,865
1002	2008	192940	02050705100000	RAMERT DAVID EDWIN	1110 E 10 ST TX 78702	110,000	179,858	289,858	3,536
1002	2008	192967	02050707070000	RIPPLE LINE INVESTMENTS L L C	1306 E 7 ST TX	128,000	201,303	329,303	196,651
1002	2008	192986	02050708140000	SHATTUCK GREGORY KEITH & MARY	1208 INKS AVE TX 78702	140,000	215,122	355,122	4,598
1002	2008	193678	02051505100000	BUTLER LARRY D & CAROL ANN SAY	3414 LYONS RD TX 78702	78,000	105,059	183,059	39,000
1002	2008	194250	02060105010000	AUSTIN WOMANS CLUB	708 SAN ANTONIO ST AUSTIN, TX 78701	1,255,680	1,334,907	2,590,587	627,840
1002	2008	194252	02060105020000	ENGLISH KEVIN J &	706 SAN ANTONIO ST TX	349,480	104,480	453,960	314,350
1002	2008	194255	02060105040000	HATCH JODY S	702 SAN ANTONIO ST TX	104,040	885,907	989,947	520,983
1002	2008	194256	02060105050000	DI QUINZIO JOSEPH A JR	700 SAN ANTONIO ST TX	98,800	947,620	1,046,420	547,910
1002	2008	194269	02060106040000	HARDIN RICHARD G	610 GUADALUPE ST TX	353,280	525,233	878,513	527,576
1002	2008	194274	02060110010000	705 SAN ANTONIO L P	705 SAN ANTONIO ST TX	243,000	730,067	973,067	547,283
1002	2008	194275	02060110020000	711 SAN ANTONIO STREET L P	711 SAN ANTONIO ST TX	346,280	983,573	1,329,853	751,496
1002	2008	194276	02060110040000	CHRISTENSEN CARRIELU BYRAM TRU	706 GUADALUPE ST TX	764,680	830,885	1,595,565	988,952
1002	2008	194277	02060110050000	TEXAS CLASSROOM TEACHERS ASSN	700 GUADALUPE ST TX	761,760	1,187,930	1,949,690	380,880
1002	2008	194278	02060110060000	TEXAS CLASSROOM TEACHERS ASSN	402 W 7 ST TX	502,440	949,464	1,451,904	251,220
1002	2008	194279	02060110070000	MUELLER MARK R	404 W 7 ST TX	430,000	957,524	1,387,524	801,262
1002	2008	194307	02060114040000	LONE STAR CHAPTER 6 ROYAL ARCH	311 W 7 ST TX	408,000	669,986	1,077,986	204,000
1002	2008	499324	02060121020000	WAL THALL CAROLINE T	710 COLORADO ST A-2 TX 78701	10,481	304,187	314,668	5,240
1002	2008	499325	02060121030000	BOUILLION BRYAN ANTHONY	710 COLORADO ST A-3 TX 78701	10,481	304,187	314,668	159,954
1002	2008	499326	02060121040000	COOK KEVIN	710 COLORADO ST A-4 TX 78701	10,481	304,187	314,668	159,954
1002	2008	499327	02060121050000	HARRISON STEVEN	710 COLORADO ST A-5 TX 78701	10,481	304,187	314,668	5,240
1002	2008	499328	02060121060000	DEMSKI STEVEN RICHARD	710 COLORADO ST A-6 TX 78701	10,481	333,187	343,668	174,454
1002	2008	499329	02060121070000	BLAIR JAMES	710 COLORADO ST A-7 TX 78701	10,481	333,187	343,668	174,454
1002	2008	499330	02060121080000	BUSCH DAVID KIRK	710 COLORADO ST A-8 TX 78701	10,481	333,187	343,668	174,454
1002	2008	499331	02060121090000	LUBIN BRIAN A	710 COLORADO ST A-9 TX 78701	10,481	333,187	343,668	5,240
1002	2008	499332	02060121100000	SMITH STEPHEN R	710 COLORADO ST AB-10 TX 78701	25,083	735,608	760,691	12,541
1002	2008	499333	02060121110000	LBJ BROWN BUILDING L P	710 COLORADO ST B-2 TX 78701	14,602	393,777	408,379	207,839
1002	2008	499334	02060121120000	APJ REAL ESTATE L L C	710 COLORADO ST B-3 TX 78701	14,602	393,777	408,379	207,839
1002	2008	499335	02060121130000	BASTIDAS PATRICIA	710 COLORADO ST B-4 TX 78701	14,602	393,777	408,379	-
1002	2008	499336	02060121140000	ROBERTS JOE W	710 COLORADO ST B-5 TX 78701	14,602	393,777	408,379	7,301
1002	2008	499337	02060121150000	MENCHER JOE	710 COLORADO ST B-6 TX 78701	14,602	426,793	441,395	7,301

1002	2008	499338	02060121160000	KRAFT CAROLYN D & SUSANNE UTA	710 COLORADO ST B-7	TX 78701	14,602	422,777	437,379	-
1002	2008	499339	02060121170000	BUSCH DAVID KIRK	710 COLORADO ST B-8	TX 78701	14,602	422,777	437,379	222,339
1002	2008	499340	02060121180000	LOVE BRADLEY C	710 COLORADO ST B-9	TX 78701	14,602	422,777	437,379	189,564
1002	2008	499342	02060121200000	LIKHYANI AMIT	710 COLORADO ST C-2	TX 78701	8,832	262,244	271,076	4,416
1002	2008	499343	02060121210000	BAKER ARNETT B & LISA C	710 COLORADO ST C-3	TX 78701	8,832	262,244	271,076	4,416
1002	2008	499344	02060121220000	SMITH BRIAN K	710 COLORADO ST C-4	TX 78701	8,832	262,244	271,076	137,746
1002	2008	499345	02060121230000	KRAFT J B & SUSANNE U	710 COLORADO ST C-5	TX 78701	8,832	262,244	271,076	-
1002	2008	499346	02060121240000	EQUITY TRUST COMPANY	710 COLORADO ST C-6	TX 78701	8,832	291,244	300,076	152,246
1002	2008	499347	02060121250000	PEARSON SHARI	710 COLORADO ST C-7	TX 78701	8,832	291,244	300,076	4,416
1002	2008	499348	02060121260000	STRAX RICHARD & BARBARA	710 COLORADO ST C-8	TX 78701	8,832	291,244	300,076	152,246
1002	2008	499349	02060121270000	SU SHAW YUAN & MORLIN	710 COLORADO ST C-9	TX 78701	8,832	291,244	300,076	152,246
1002	2008	499350	02060121280000	ORTEGON MICHAEL G &	710 COLORADO ST C-10	TX 78701	8,832	320,244	329,076	4,416
1002	2008	499351	02060121290000	SADLIER RENE P & ROBYN E BOYD	710 COLORADO ST D-2	TX 78701	9,303	272,809	282,112	143,381
1002	2008	499352	02060121300000	CRAIGMILE DANIEL N	710 COLORADO ST D-3	TX 78701	9,303	272,809	282,112	4,651
1002	2008	499354	02060121320000	HUND GREG	710 COLORADO ST D-5	TX 78701	9,303	301,809	311,112	157,881
1002	2008	499355	02060121330000	DOANE JEREMY J	710 COLORADO ST D-6	TX 78701	9,303	301,809	311,112	4,651
1002	2008	499356	02060121340000	FORBES KEENAN ALEXANDER	710 COLORADO ST D-7	TX 78701	9,303	301,809	311,112	4,651
1002	2008	499357	02060121350000	FRETZ ROBERT R JR	710 COLORADO ST D-8	TX 78701	9,303	301,809	311,112	157,881
1002	2008	499358	02060121360000	MAGDALENO JOSE LUIS	710 COLORADO ST D-9	TX 78701	9,303	301,809	311,112	4,651
1002	2008	499359	02060121370000	ASHE KENNETH L	710 COLORADO ST D-10	TX 78701	9,303	310,697	320,000	4,651
1002	2008	499360	02060121380000	SIMICIA ANIL	710 COLORADO ST E-2	TX 78701	7,890	241,663	249,553	126,748
1002	2008	499361	02060121390000	SUJHANSKY MICHAEL J	710 COLORADO ST E-3	TX 78701	7,890	241,663	249,553	3,945
1002	2008	499362	02060121400000	PHILLIPS KIM A B	710 COLORADO ST E-4	TX 78701	17,193	483,421	500,614	4,828
1002	2008	499363	02060121410000	ZUNIGA MARY	710 COLORADO ST E-5	TX 78701	7,890	241,663	249,553	126,748
1002	2008	499364	02060121420000	MANGE ROBERT C &	710 COLORADO ST E-6	TX 78701	7,889	270,663	278,552	141,248
1002	2008	499365	02060121430000	SADLIER RENE PAUL	710 COLORADO ST E-7	TX 78701	7,890	270,663	278,553	3,945
1002	2008	499366	02060121440000	BERSTIS BRENDA C	710 COLORADO ST E-8	TX 78701	7,890	270,663	278,553	3,945
1002	2008	499367	02060121450000	NEGRI VALENTINO T	710 COLORADO ST E-9	TX 78701	7,890	270,663	278,553	141,248
1002	2008	499368	02060121460000	NEGRI VALENTINO T	710 COLORADO ST E-10	TX 78701	7,890	299,663	307,553	3,945
1002	2008	499369	02060121470000	SELVILI ELIF & ZEKIYE	710 COLORADO ST F-2	TX 78701	7,890	244,131	252,021	127,982
1002	2008	499370	02060121480000	BURKE JACQUELINE D	710 COLORADO ST F-3	TX 78701	7,890	241,663	249,553	126,748
1002	2008	499371	02060121490000	REES ZEYNEP & MICHAEL	710 COLORADO ST F-4	TX 78701	7,890	241,663	249,553	126,748
1002	2008	499372	02060121500000	INGRAM JULIE M & SUSAN C &	710 COLORADO ST F-5	TX 78701	7,890	241,663	249,553	3,945
1002	2008	499373	02060121510000	GRAINGER RICHARD	710 COLORADO ST F-6	TX 78701	7,890	270,663	278,553	-
1002	2008	499374	02060121520000	DIGAETANO WILLIAM D & SALLY E	710 COLORADO ST F-7	TX 78701	7,890	270,663	278,553	141,248
1002	2008	499375	02060121530000	BOZEMAN LIMITED PARTNERSHIP	710 COLORADO ST F-8	TX 78701	7,890	270,663	278,553	141,248
1002	2008	499376	02060121540000	NEGRI VALENTINO T	710 COLORADO ST F-9	TX 78701	7,890	270,663	278,553	141,248
1002	2008	499377	02060121550000	KHOSA VIKRAM & RASHMI	710 COLORADO ST F-10	TX 78701	7,890	299,663	307,553	3,945
1002	2008	499378	02060121560000	COSTO JAIME	710 COLORADO ST G-2	TX 78701	7,890	242,046	249,936	126,940
1002	2008	499379	02060121570000	SILINI RICCARDO	710 COLORADO ST G-3	TX 78701	7,890	242,046	249,936	3,945
1002	2008	499380	02060121580000	RHODES JASON POWELL	710 COLORADO ST G-4	TX 78701	23,199	627,740	650,939	11,599
1002	2008	499381	02060121590000	ROYER KEN	710 COLORADO ST G-5	TX 78701	7,890	242,046	249,936	126,940
1002	2008	499382	02060121600000	SMITH ROBERT W & DIANE D	710 COLORADO ST G-6	TX 78701	7,890	271,046	278,936	141,440

1002	2008	499383	02060121610000	SIMS JAMES C & PHILIP C CAMPMAN	710 COLORADO ST G-7	TX 78701	7,890	271,046	278,936	-
1002	2008	499384	02060121620000	JONES THOMAS RAY	710 COLORADO ST G-8	TX 78701	7,890	271,046	278,936	141,440
1002	2008	499385	02060121630000	NEGRI VALENTINO T	710 COLORADO ST G-9	TX 78701	7,890	271,046	278,936	141,440
1002	2008	499386	02060121640000	APJ REAL ESTATE L L C	710 COLORADO ST G-10	TX 78701	7,890	300,046	307,936	155,940
1002	2008	499387	02060121650000	HUDSON BRAD	710 COLORADO ST H-2	TX 78701	12,954	360,432	373,386	6,477
1002	2008	499388	02060121660000	DAY BARBARA BREIER	710 COLORADO ST H-3	TX 78701	15,309	412,131	427,440	7,654
1002	2008	499390	02060121680000	SILVA JAMES M	710 COLORADO ST H-5	TX 78701	15,309	412,131	427,440	2,654
1002	2008	499391	02060121690000	CAMPAN PHILIP D	710 COLORADO ST H-6	TX 78701	15,309	441,131	456,440	7,654
1002	2008	499392	02060121700000	SELIGER KELTON GRAY & NANCY M	710 COLORADO ST H-7	TX 78701	15,309	441,131	456,440	232,047
1002	2008	499393	02060121710000	DIEHL ETHAN F	710 COLORADO ST H-8	TX 78701	15,309	441,131	456,440	7,654
1002	2008	499394	02060121720000	GOSLING SAM	710 COLORADO ST H-9	TX 78701	15,309	441,131	456,440	7,654
1002	2008	499395	02060121730000	BROWN CHRIS L	710 COLORADO ST H-10	TX 78701	15,309	470,131	485,440	7,654
1002	2008	499396	02060121740000	MEARS BRENT	710 COLORADO ST I-2	TX 78701	14,720	397,445	412,165	7,360
1002	2008	499397	02060121750000	ARMSTRONG CYNTHIA S	710 COLORADO ST I-3	TX 78701	15,898	423,296	439,194	7,949
1002	2008	499398	02060121760000	WERNLI ANGIE P & MARC A	710 COLORADO ST I-4	TX 78701	15,898	423,296	439,194	7,949
1002	2008	499399	02060121770000	FEANNY TRACY ANN	710 COLORADO ST I-5	TX 78701	15,898	423,296	439,194	7,949
1002	2008	499400	02060121780000	KRENEK MARK A	710 COLORADO ST I-6	TX 78701	15,898	452,296	468,194	7,949
1002	2008	499401	02060121790000	TRASKAL PAUL E	710 COLORADO ST I-7	TX 78701	15,898	452,296	468,194	238,071
1002	2008	499402	02060121800000	DOLL LARRY A & LAURA R	710 COLORADO ST I-8	TX 78701	15,898	452,296	468,194	238,071
1002	2008	499403	02060121810000	WILKERSON LAUREN WEST LIFE ESTATES	710 COLORADO ST I-9	TX 78701	15,898	452,296	468,194	7,949
1002	2008	499404	02060121820000	BUSCH DAVID KIRK	710 COLORADO ST I-10	TX 78701	15,898	481,296	497,194	252,571
1002	2008	499405	02060121830000	BROOKOVER DENISE L	710 COLORADO ST J-2	TX 78701	17,546	440,539	458,085	8,773
1002	2008	499406	02060121840000	OBERNDORF AMIE L	710 COLORADO ST J-3	TX 78701	15,898	403,265	419,163	7,949
1002	2008	499407	02060121850000	TUERO ROMAN A	710 COLORADO ST J-4	TX 78701	15,898	403,265	419,163	213,555
1002	2008	499408	02060121860000	KLIEWER JOHN	710 COLORADO ST J-5	TX 78701	15,898	403,265	419,163	7,949
1002	2008	499409	02060121870000	ZAPALAC LAURIE A	710 COLORADO ST J-6	TX 78701	15,898	432,265	448,163	7,949
1002	2008	499410	02060121880000	SOTOS MARYELAINE & TIMOTHY S &	710 COLORADO ST J-7	TX 78701	15,898	432,265	448,163	7,949
1002	2008	499411	02060121890000	LATHROP RICHARD E	710 COLORADO ST J-8	TX 78701	15,898	432,265	448,163	7,949
1002	2008	499412	02060121900000	FREED JASON L & JOHN B MEYER	710 COLORADO ST J-9	TX 78701	15,898	432,265	448,163	228,055
1002	2008	499413	02060121910000	BRADLEY EARL T &	710 COLORADO ST J-10	TX 78701	15,898	461,265	477,163	242,555
1002	2008	499414	02060121920000	MYRON DOUGLAS	710 COLORADO ST	TX 78701	36,388	351,554	387,942	203,068
1002	2008	499415	02060121930000	BROWN GROUND FLOOR LP	710 COLORADO ST	TX 78701	118,231	1,556,551	1,674,782	866,948
1002	2008	194344	02060301080000	HVP AUSTIN SCARBROUGHT L P	522 N CONGRESS AVE	TX 78701	3,326,400	14,711,300	18,037,700	9,850,450
1002	2008	194347	02060301110000	LITTLEFIELD CLYDE RABB	504 N CONGRESS AVE	TX 78701	256,650	864,151	1,120,801	624,562
1002	2008	194352	02060302050000	NALLE GEORGE S & ASSOCIATES LTD	620 N CONGRESS AVE	TX 78701	588,225	1,721,714	2,309,939	1,302,026
1002	2008	194362	02060303090000	RIO GRANDE SQUARE APARTMENTS I	718 N CONGRESS AVE	TX 78701	276,000	571,524	847,524	492,762
1002	2008	194363	02060303100000	BARCLAY JOHN A III FAMILY LIMI	716 N CONGRESS AVE	TX 78701	276,000	820,879	1,096,879	617,439
1002	2008	194365	02060303120000	712 CONGRESS LIMITED	712 N CONGRESS AVE	TX 78701	552,000	1,688,897	2,240,897	1,258,448
1002	2008	194366	02060303130000	BKT FAMILY MANAGEMENT L L C	708 N CONGRESS AVE	TX 78701	276,000	738,168	1,014,168	576,084
1002	2008	194367	02060303140000	BKT FAMILY MANAGEMENT L L C	706 N CONGRESS AVE	TX 78701	276,000	426,361	702,361	420,180
1002	2008	194371	02060303170000	LINDSAY LUCY MONTGOMERY	722 N CONGRESS AVE	TX 78701	180,000	286,438	466,438	278,219
1002	2008	194380	02060304070000	804 CONGRESS LP	804 N CONGRESS AVE	TX 78701	552,000	4,320,727	4,872,727	2,574,363
1002	2008	194386	02060305060000	TEXAS PODIATRIC MEDICAL ASSOCI	918 N CONGRESS AVE	TX 78701	276,000	668,281	944,281	138,000

1002	2008	194387	02060305070000	GRAY JOSEPH KELLY TRUSTEE	916 N CONGRESS AVE	TX 78701	276,000	587,303	863,303	500,651
1002	2008	194388	02060305080000	DAEMMRICH ROBERT E &	914 N CONGRESS AVE	TX 78701	276,000	430,468	706,468	422,234
1002	2008	194389	02060305090000	GIAMBOI THOMAS MARK	912 N CONGRESS AVE	TX 78701	276,000	309,996	585,996	361,998
1002	2008	194390	02060305100000	401 GUADALUPE LTD	910 N CONGRESS AVE	TX 78701	276,000	509,866	785,866	461,933
1002	2008	194391	02060305110000	NALLE CONGRESS AVENUE FAMILY L	908 N CONGRESS AVE	TX 78701	276,000	381,674	657,674	397,837
1002	2008	194392	02060305120000	NALLE CONGRESS AVENUE FAMILY L	906 N CONGRESS AVE	TX 78701	276,000	349,874	625,874	381,937
1002	2008	194395	02060305160000	JPMORGAN CHASE BANK TRUSTEE OF	922 N CONGRESS AVE	TX 78701	151,500	235,157	386,657	231,203
1002	2008	194403	02060307010000	HVP AUSTIN SCARBROUGHT L P	106 E 6 ST TX		1,676,700	13,248,303	14,925,003	7,881,676
1002	2008	194416	02060308010000	HPT IHG-2 PROPERTIES TRUST	701 N CONGRESS AVE	TX 78701	1,987,200	26,612,994	28,600,194	14,796,897
1002	2008	194417	02060308020000	HPT IHG-2 PROPERTIES TRUST	709 N CONGRESS AVE	TX 78701	496,800	250,705	747,505	497,952
1002	2008	194425	02060309010000	FINLEY COMPANY	801 N CONGRESS AVE	TX 78701	516,000	2,008,926	2,524,926	1,391,463
1002	2008	194427	02060309030000	SAFADY EDWARD Z	807 N CONGRESS AVE	TX 78701	294,000	1,298,081	1,592,081	147,000
1002	2008	194429	02060309050000	KARBACH DENNIS B	811 N CONGRESS AVE	TX 78701	276,000	2,059,093	2,335,093	1,119,470
1002	2008	194442	02060310030000	WALLACE DALTON	907 N CONGRESS AVE	TX 78701	276,000	54,413	330,413	234,206
1002	2008	194443	02060310040000	CHANSA ENTERPRISES L L C	909 N CONGRESS AVE	TX 78701	276,000	169,024	445,024	291,512
1002	2008	194449	02060310110000	WOOTEN BUILDING L L C	109 E 10 ST TX 78701		165,600	621,909	787,509	435,154
1002	2008	194451	02060310170000	AUSTIN INDEPENDENT SCHOOL DIST	110 E 9 ST TX		550,080	1,663,432	2,213,512	275,040
1002	2008	194454	02060311020000	HANG EM HIGH SALOON L L C	201 E 6 ST TX 78702		706,560	2,374,090	3,080,650	1,716,965
1002	2008	194455	02060311030000	GROVE DRUG BUILDING L L C	209 E 6 ST TX 78702		176,640	1,129,854	1,306,494	697,407
1002	2008	194460	02060311080000	CEREAL BOWL L L C	219 E 6 ST TX		187,140	327,726	514,866	304,218
1002	2008	194469	02060312140000	HANNIG ROW PARTNERSHIP	200 E 6 ST TX 78702		1,240,320	4,418,030	5,658,350	3,139,255
1002	2008	194497	02060316140000	SMITH-HAGE BUILDING L P	325 E 6 ST TX		253,440	948,815	1,202,255	664,487
1002	2008	194501	02060317010000	JOSEPH MARY Y	607 SAN JACINTO BLVD TX		66,360	205,652	272,012	152,596
1002	2008	194507	02060317090000	LINN EMIMA L	316 E 6 ST TX		176,640	367,342	543,982	316,151
1002	2008	194511	02060317130000	RAMZI CORP	304 E 6 ST TX		176,640	668,350	844,990	466,655
1002	2008	194512	02060317140000	RAMZI CORP	302 E 6 ST TX		148,920	580,789	729,709	402,084
1002	2008	194513	02060317150000	JIMENEZ CESAR TRUST	300 E 6 ST TX		138,000	465,041	603,041	336,020
1002	2008	525322	02060321020000	JOHNSON LUCI BAINES	114 W 7 ST 1 TX		214,614	1,046,688	1,261,302	562,687
1002	2008	525323	02060321030000	NORWOOD TOWER L P	114 W 7 ST 2 TX		3,362,286	14,315,314	17,677,600	9,678,674
1002	2008	761579	02060326030000	SULLIVAN HARLEY & NANCY	920 N CONGRESS AVE 920B TX		143,520	285,129	428,649	428,649
1002	2008	194520	02060401020000	ARMSTRONG HAL B III	401 E 6 ST TX		215,040	1,103,960	1,319,000	713,260
1002	2008	194521	02060401030000	FOX SAXON TRUSTEE OF THE FOX TRUST	403 E 6 ST TX		245,760	615,754	861,514	492,197
1002	2008	194522	02060401040000	SCHULTZ ENTERPRISE LLC	407 E 6 ST TX		253,440	769,306	1,022,746	574,733
1002	2008	194523	02060401050000	DESILVA DAVID IRI	409 E 6 ST TX		491,520	1,226,329	1,717,849	981,804
1002	2008	194526	02060401080000	RATR INC	419 E 6 ST TX		222,720	384,670	607,390	359,375
1002	2008	194527	02060401090000	421 SIXTH ST LTD	421 E 6 ST TX		230,400	807,535	1,037,935	576,567
1002	2008	194528	02060401100000	AMITIE L P	423 E 6 ST TX		230,400	401,788	632,188	373,694
1002	2008	194529	02060402010000	WOOLDRIDGE ASSOCIATES LLC	607 TRINITY ST TX		221,520	507,909	729,429	420,094
1002	2008	194534	02060402080000	JO ME NI	422 E 6 ST TX		353,280	597,509	950,789	563,714
1002	2008	194538	02060402120000	SIMS WILLIAM EARL & JANIE M	412 E 6 ST TX		124,020	216,068	340,088	201,049
1002	2008	194539	02060402130000	GRAEBER DAVID C	410 E 6 ST TX		199,680	522,223	721,903	48,840
1002	2008	194541	02060402150000	406 E SIXTH STREET LTD	406 E 6 ST TX		176,640	389,875	566,515	327,417
1002	2008	194542	02060402160000	404 E SIXTH STREET LTD	404 E 6 ST TX		176,640	294,033	470,673	279,496

1002	2008	194544	02060402180000	COHEN GARY SCOTT & ETAL	400 E 6 ST TX	176,640	478,441	655,081	371,700
1002	2008	194565	02060405020000	GRIMES DAVID H & ELIZABETH C	503 NECHES ST TX 78701	117,645	333,698	451,343	255,083
1002	2008	194567	02060405040000	EAST SIXTH STREET LTD	501 E 6 ST TX	212,630	888,555	1,101,185	603,749
1002	2008	194568	02060405050000	BOOTHE TERRY E	503 E 6 ST TX	145,310	378,151	523,461	298,057
1002	2008	194570	02060405070000	LAMAR ENTERPRISES INC	511 E 6 ST TX	100,045	103,591	203,636	126,829
1002	2008	194577	02060405140000	MAURO CARMELO & HILARY	504 E 5 ST TX 78701	1,456,565	1,131,135	2,587,700	1,691,486
1002	2008	194578	02060405160000	LAMAR ENTERPRISES INC	509 E 6 ST TX	112,145	84,513	196,658	126,365
1002	2008	194584	02060406060000	CARRINGTON GROUP L L C	520 E 6 ST TX	485,760	978,666	1,464,426	853,653
1002	2008	194661	02060415010000	LUNDELL LIMITED PARTNERSHIP	701 E 6 ST TX	234,360	824,566	1,058,926	588,053
1002	2008	194683	02060416110000	HABANA 6TH ST PROPERTIES LTD	708 E 6 ST TX	164,400	282,566	446,966	264,582
1002	2008	194778	02060509010000	LITTLE EMILY B	1001 E 8 ST TX	150,000	635,504	785,504	540,068
1002	2008	194782	02060509050000	ZAPATA DAVID A	1009 E 8 ST TX	140,000	75,031	215,031	9,903
1002	2008	194783	02060509060000	UTLEY DEBORAH	1011 E 8 ST TX	160,000	107,885	267,885	80,000
1002	2008	194784	02060509070000	PLYLER JOHN & SUZANNE	1022 E 7 ST TX	150,000	80,177	230,177	21,247
1002	2008	194794	02060510040000	GARCIA JERRY A	1005 E 9 ST TX	120,000	77,342	197,342	8,489
1002	2008	194796	02060510060000	BENTLEY FREDERICK A	1009 E 9 ST TX	150,000	189,332	339,332	8,489
1002	2008	194798	02060510080000	WEST DAVID B	1013 E 9 ST TX	165,000	147,299	312,299	82,500
1002	2008	194801	02060510110000	GRIEDER DAGMAR	1012 E 8 ST TX	150,000	95,459	245,459	160,229
1002	2008	194805	02060510150000	WARSHAW LAWRENCE A &	1000 E 8 ST TX	160,000	500,552	660,552	188,430
1002	2008	194826	02060512080000	EBENEZER THIRD BAPTIST CHURCH	1006 WALLER ST TX 78702	43,820	12,632	56,452	21,910
1002	2008	194853	02060902150000	HORTON JOHN E	1209 ROSEWOOD AVE TX 78702	113,690	294,685	408,375	232,609
1002	2008	194946	02060908240000	MILES MINNIE MARIANNE	1108 CHICON ST TX 78702	100,000	16,317	116,317	83,158
1002	2008	194968	02060909060000	JOHNSON DOROTHY ANN	1604 E 11 ST TX 78702	337,500	313,752	651,252	20,948
1002	2008	195781	02070802110000	REISFIELD AARON SHAH	1178 SAN BERNARD ST TX 78702	70,000	57,456	127,456	15,400
1002	2008	195783	02070802130000	STRICKLAND STANTON K	1174 SAN BERNARD ST TX 78702	300,000	375,262	675,262	179,476
1002	2008	195787	02070802170000	GILLELAND GARY L ET AL	1170 SAN BERNARD ST TX 78702	100,000	43,785	143,785	96,892
1002	2008	195827	02070805030000	DOGGETT LLOYD A & ELIZABETH B	1157 SAN BERNARD ST TX 78702	165,000	182,722	347,722	75,871
1002	2008	195840	02070806010000	ZETA PHI BETA SORORITY	1171 SAN BERNARD ST TX 78702	54,000	53,816	107,816	27,000
1002	2008	195859	02070807010000	BAKER EDWARD LEE & CYNTHIA KAY	1191 SAN BERNARD ST TX 78702	155,000	102,735	257,735	40,120
1002	2008	195864	02070807120000	COMMUNITY WELFARE ASSOCIATION	1192 ANGELINA ST TX 78702	46,813	98,974	145,787	23,406
1002	2008	195889	02070808020000	RODEWALD DAVID	1211 SAN BERNARD ST TX 78702	100,000	110,521	210,521	160,185
1002	2008	195912	02070812080000	HURDLE JAMES R & IRVING ALLEN SR	1416 E 12 ST TX 78702	36,540	34,570	71,110	44,690
1002	2008	196587	02080005080000	O HANLON KEVIN T & PRISCILLA A	808 WEST AVE AUSTIN, TX 78701	563,720	384,153	947,873	614,866
1002	2008	196619	02080008140000	MAYER-HOWSE HOUSE L P	810 W 10 ST TX 78701	253,920	404,843	658,763	392,861
1002	2008	196661	02080011070000	EIDSCHUN PARTNERS L P	900 RIO GRANDE ST TX	367,360	315,925	683,285	433,482
1002	2008	196677	02080014020000	KHABELE LETSIE KHOTISO &	805 RIO GRANDE ST TX	216,058	671,333	887,391	587,224
1002	2008	196693	02080015080000	DIQUINZIO JOSEPH A JR	602 W 9 ST TX	348,160	393,245	741,405	457,742
1002	2008	196695	02080015100000	BILDEN CORPORATION	901 RIO GRANDE ST TX	471,040	713,826	1,184,866	710,193
1002	2008	196696	02080016010000	NALLE REGENCY SOUTH &	1003 RIO GRANDE ST TX	632,920	214,624	847,544	582,002
1002	2008	196707	02080017120000	SIFF THEODORE	604 W 11 ST TX 78701	441,600	715,793	1,157,393	436,226
1002	2008	196729	02080101060000	PATTON/800 SAN ANTONIO LP &	800 SAN ANTONIO ST TX	393,600	526,914	920,514	558,657
1002	2008	196743	02080104120000	WOOLLETT FAMILY LIMITED PARTNERSHIP NO 1	501 W 12 ST TX 78701	441,600	765,396	1,206,996	713,897
1002	2008	196749	02080105070000	TEXAS ASSOCIATION OF COUNTIES	1206 SAN ANTONIO ST TX	220,800	638,777	859,577	110,400

1002	2008	196767	02080110080000	ALLISON BASS & ASSOCIATES LLP	402 W 12 ST TX 78701	468,000	1,001,882	1,469,882	851,941
1002	2008	197036	02080510130002	SERRANOS RESTAURANT	1111 RED RIVER ST TX	-	530,000	530,000	-
1002	2008	197097	02080605010000	SNAP MANAGEMENT GROUP INC	901 E 12 ST TX 78702	60,000	1,000	61,000	45,500
1002	2008	197129	02080608020000	GALINDO SANDRA	902 OLIVE ST TX 78702	100,000	107,928	207,928	50,000
1002	2008	197170	02080612160000	MCMILLAN HAROLD	904 JUNIPER ST AUSTIN, TX 78702	50,000	10,563	60,563	5,281
1002	2008	525332	02080617170000	LDGD INVESTMENTS	1010 E 11 ST TX 78702	33,000	220,121	253,121	134,810
1002	2008	197245	02080618100000	HOLMES JOHNNY M JR &	1104 E 11 ST TX 78702	46,130	141,483	187,613	105,338
1002	2008	198296	02090601090000	RENAISSANCE FAMILY PROPERTIES LP &	810 E 13 ST TX 78702	450,000	102,838	552,838	552,838
1002	2008	198357	02090609100000	CANLAS BERNABE B	1000 E 14 ST TX 78702	115,000	143,034	258,034	157,767
1002	2008	198364	02090610030000	TOLLESON R MICHAEL	1007 E 16 ST TX 78702	200,000	87,333	287,333	40,342
1002	2008	199604	02100003030000	TAWIL SALEEM & CARMEN A	1402 WEST AVE AUSTIN, TX 78701	1,229,184	734,278	1,963,462	1,289,026
1002	2008	199620	02100003200000	DANFORTH ENTERPRISES I LP	1400 WEST AVE TX 78701	637,306	579,574	1,216,880	767,766
1002	2008	199621	02100003210000	DANFORTH ENTERPRISES I LP	1308 WEST AVE TX 78701	484,205	346,970	831,175	536,639
1002	2008	199709	02100205090000	LIGHTHOUSE REVIEW INC	607 W 18 ST 5 TX 78701	110,400	303,764	414,164	234,681
1002	2008	199729	02100207080000	FRIEDMAN JEFFREY M &	502 W 13 ST TX 78701	433,840	571,164	1,005,004	610,962
1002	2008	199736	02100208070000	DOLCE C LEONARD	502 W 14 ST TX 78701	235,520	458,983	694,503	406,131
1002	2008	199746	02100209060000	MCGINNIS MICHAEL J & RICHARD G HARDIN	1510 SAN ANTONIO ST TX 78701	240,640	557,100	797,740	459,030
1002	2008	199780	02100211120000	BIG PECAN PARTNERS L L C	1705 NUECES ST TX 78701	235,520	348,790	584,310	351,035
1002	2008	199808	02100214090000	TEXAS COTTON GINNERS ASSOCIATI	408 W 14 ST TX 78701	389,120	1,366,417	1,755,537	194,560
1002	2008	199849	02100222140000	INSAINICO L L C	1601 GUADALUPE ST TX 78701	368,640	1,147,626	1,516,266	850,293
1002	2008	199866	02100224060000	SDF LAVACA BUILDING LTD	1802 LAVACA ST TX 78701	310,500	712,253	1,022,753	589,001
1002	2008	199884	02100225080000	BLUE CROSS & BLUE SHIELD	202 W 13 ST TX 78701	283,400	657,265	950,665	548,682
1002	2008	199887	02100226010000	TEXAS OSTEOPATHIC MEDICAL ASSO	1415 LAVACA ST TX 78701	377,940	527,303	905,243	188,970
1002	2008	200198	02100418020000	AUSTIN SAENGERRUNDE HOME COMPANY	1607 SAN JACINTO BLVD TX 78701	1,315,845	966,102	2,281,947	1,469,935
1002	2008	202007	02110103040000	GADDIS REAL PROPERTY HOLDINGS L L C	1806 RIO GRANDE ST AUSTIN, TX 78701	949,600	1,289,821	2,239,421	1,357,110
1002	2008	202010	02110103070000	GADDIS REAL PROPERTY HOLDINGS L L C	1803 WEST AVE TX 78701	496,800	750,628	1,247,428	747,914
1002	2008	202032	02110105010000	SCHMIDT WILLIAM CHARLES	707 W 18 ST TX 78701	67,840	291,810	359,650	196,785
1002	2008	202037	02110105060000	VAN ZANDT SANDRA HICKS	1703 WEST AVE TX 78701	358,400	705,377	1,063,777	621,488
1002	2008	202039	02110105080000	MAXWELL PHILIP K	1717 WEST AVE AUSTIN, TX 78701	409,440	324,698	734,138	469,429
1002	2008	202041	02110107020000	MONROE PATRICIA PRICE	1606 PEARL ST AUSTIN, TX 78701	910,800	451,775	1,362,575	157,954
1002	2008	514272	02110107020002	MONROE PATRICIA PRICE	1606 PEARL ST AUSTIN, TX 78701	-	66,393	66,393	33,196
1002	2008	202050	02110107090000	WARD MICHAEL E	901 W 16 ST TX 78701	732,160	258,186	990,346	122,613
1002	2008	202053	02110107120000	HARPER JEFFREY D &	805 W 16 ST TX 78701	637,200	422,805	1,060,005	348,659
1002	2008	202055	02110107140000	TURNER JOSEPH A	1504 WEST AVE AUSTIN, TX 78701	510,600	589,965	1,100,565	677,932
1002	2008	202056	02110107150000	BASCHNAGEL WILLIAM B &	1502 WEST AVE AUSTIN, TX 78701	892,080	944,502	1,836,582	1,141,311
1002	2008	202071	02110108030000	WRIGHT EQUITY HOLDINGS LLC	1610 WEST AVE TX 78701	345,000	742,746	1,087,746	630,123
1002	2008	202080	02110109030000	OLIAN MAURICE S	1600 RIO GRANDE ST TX 78701	436,080	145,546	581,626	167,040
1002	2008	202081	02110109040000	NORTH AMERICA MOUNTAIN	712 W 16 ST TX 78701	436,080	272,537	708,617	484,268
1002	2008	202086	02110110030000	BEAL FRANCES	1503 WEST AVE AUSTIN, TX 78701	216,000	302,927	518,927	12,222
1002	2008	202364	02110920060000	TOLLESON R MICHAEL	2106 E M L KING JR BLVD TX	150,000	170,568	320,568	197,784
1002	2008	203453	02120103010000	SCHOCH EUGENE P JR	2212 NUECES ST AUSTIN, TX 78705	403,200	404,177	807,377	58,807
1002	2008	203490	02120103090000	BARR MARICELA RODRIGUEZ	612 W 22 ST TX 78705	396,576	500,873	897,449	547,868
1002	2008	203502	02120104090000	2203 NUECES L P	508 W 22 ST TX 78705	261,625	315,855	577,480	354,146

1002	2008	203507	02120104140000	UNIVERSITY COOPERATIVE SOCIETY	507 W 23 ST TX 78705	464,520	336,728	801,248	516,754
1002	2008	203655	02120109030000	2112 RIO GRANDE JOINT VENTURE	2112 RIO GRANDE ST TX	1,036,407	583,899	1,620,306	1,069,254
1002	2008	203713	02120110110000	MACKEY CHRISTOPHER & SYLVIA	611 W 22 ST TX 78705	624,750	375,250	1,000,000	676,102
1002	2008	203759	02120114100000	GURASICH WILLIAM G	1900 RIO GRANDE ST TX 78705	2,246,314	3,719,111	5,965,425	4,823,396
1002	2008	206007	02140003080000	TEXAS DELTA CHI HOUSING CORPORATION	910 POPLAR ST TX 78705	375,000	135,796	510,796	26,065
1002	2008	206216	02140013060000	KOYA HOLDINGS L L C	2402 SAN GABRIEL ST TX	462,000	69,374	531,374	381,187
1002	2008	206605	02140108120000	PARKER DAVID C	2404 RIO GRANDE ST TX	123,690	56,686	180,376	188
1002	2008	206606	02140108120001	PARKER DAVID C	2404 RIO GRANDE ST TX	371,070	405,064	776,134	480,834
1002	2008	206715	02140115060000	RLMH LTD	2303 RIO GRANDE ST TX	333,700	398,910	732,610	449,730
1002	2008	208135	02150203020000	STEPHENS ADAM LANE &	2605 SALADO ST TX 78705	303,996	229,365	533,361	342,679
1002	2008	208216	02150206250000	ZETA PSI OF TEXAS INC	2806 NUECES ST TX	850,200	248,550	1,098,750	776,533
1002	2008	208609	02150508010000	AUTREY JEFF W & PAMELA S	3126 DUVAL ST AUSTIN, TX 78705	750,000	695,290	1,445,290	387,071
1002	2008	208682	02150511150000	TEAM LINDA B & LEWIS R DONELSO	600 BELLEVUE PL TX 78705	218,750	278,462	497,212	58,375
1002	2008	459735	02150511150001	TEAM LINDA B & LEWIS R DONELSO	600 BELLEVUE PL TX 78705	93,750	119,341	213,091	129,983
1002	2008	208683	02150511160000	HALLIDY WILLIAM H JR &	508 BELLEVUE PL TX 78705	250,000	215,752	465,752	29,104
1002	2008	208684	02150511170000	RODRIGUEZ OSCAR A & RANDALL L	506 BELLEVUE PL TX 78705	250,000	168,418	418,418	57,630
1002	2008	208687	02150512020000	SPRADLING DAVID W & LISA A HAR	3110 HARRIS PARK AVE TX 78705	487,500	228,266	715,766	181,068
1002	2008	208693	02150513010000	WOOLLETT DAVID C	500 E 32 ST TX 78705	687,500	378,212	1,065,712	292,750
1002	2008	208695	02150513060000	GAUNTT MARY AILEEN &	502 E 32 ST TX 78705	687,500	359,255	1,046,755	695,252
1002	2008	208751	02150603190000	LEARY DANIEL E	720 E 32 ST TX 78705	437,500	488,122	925,622	218,750
1002	2008	208753	02150603210000	HERMAN GUY & LYNN BLAIS	3215 FAIRFAX WALK TX 78705	337,500	503,807	841,307	323,200
1002	2008	210170	02160403110000	PRINGLE B ROSS JR & SUZANNE	105 W 32 ST TX	261,250	314,594	575,844	65,887
1002	2008	210174	02160403150000	AROCH LAURIE	102 LAUREL LN TX	250,000	157,024	407,024	99,825
1002	2008	210193	02160405040000	RABE DALE A & SUSAN A	200 E 32 ST TX	250,000	283,571	533,571	329,285
1002	2008	210435	02160413170000	SELIG EDWARD C	200 E 30 ST TX 78705	270,000	395,766	665,766	400,383
1002	2008	211019	02170001010000	DURE L FREDERICK & ANN M	2705 OAKHURST AVE TX 78703	382,500	201,569	584,069	88,283
1002	2008	211062	02170003260000	MYERS JENNIFER STAUB & FRED C	W 31 ST TX 78705	699,975	82,390	782,365	255,957
1002	2008	755312	02170004230000	2005 WINDSOR L P	1301 W 29 ST TX 78703	637,500	241,251	878,751	598,750
1002	2008	211141	02170203180000	ATKINSON SIMON D	3112 WEST AVE TX 78705	375,000	300,596	675,596	62,438
1002	2008	211168	02170205040000	HANKINSON ROBERT JAMES	613 W 32 ST TX 78705	375,000	340,563	715,563	187,500
1002	2008	359156	02170205040001	HANKINSON ROBERT J & JENNIFER	916 W 32 ST TX 78705	-	113,953	113,953	56,976
1002	2008	211169	02170205050000	CONLEY CHARLES C & VIRGINIA Y REVOCABLE	609 W 32 ST TX 78705	250,000	395,400	645,400	-
1002	2008	211195	02170207020000	DORMAN KENNETH R	3124 WHEELER ST TX 78705	250,000	450,911	700,911	125,000
1002	2008	211196	02170207030000	VALERA ALBERT & PATRICIA J TANG	3120 WHEELER ST TX 78705	375,000	509,020	884,020	187,500
1002	2008	211216	02170208030000	ENDRES DONNA P	901 W 31 ST TX 78705	250,000	220,098	470,098	18,146
1002	2008	211312	02170210190000	CAMELOT CUSTOM HOMES INC	3001 WASHINGTON SQ TX 78705	300,000	98,951	398,951	274,475
1002	2008	211480	02170602030000	RHODES ARTHUR E	305 E 34 ST TX 78705	375,000	254,137	629,137	408,318
1002	2008	211498	02170603090000	BARISH LEON J & TERRY S MCGINTY	310 E 34 ST TX 78705	250,000	259,575	509,575	213,428
1002	2008	211561	02170606070000	STEINBERG JAMES BRAIDY &	3312 DUVAL ST AUSTIN, TX 78705	437,500	653,160	1,090,660	431,941
1002	2008	211564	02170606120000	BONER RICHARD & SUSAN PRYOR	3300 DUVAL ST AUSTIN, TX 78705	562,500	1,032,218	1,594,718	281,250
1002	2008	211580	02170607140000	BRACKIN STEVE T & KIMBERLEY M	3400 DUVAL ST AUSTIN, TX 78705	450,000	279,183	729,183	14,216
1002	2008	211616	02170609010000	MULLEN MICHAEL G & KATHLEEN MO	3215 DUVAL ST AUSTIN, TX 78705	975,000	914,937	1,889,937	487,500
1002	2008	211632	02170610050000	PICHE STEPHEN WILLIAM &	508 HARRIS AVE TX 78705	250,000	272,933	522,933	177,578

1002	2008	211692	02170614020000	LINDLOF EDWARD A JR	603 CAROLYN AVE	TX 78705	437,500	294,958	732,458	172,220
1002	2008	212554	02180307120000	BOWER ANN	3506 WEST AVE	AUSTIN, TX 78705	250,000	309,957	559,957	125,000
1002	2008	212631	02180312040000	IVERSON RICHARD M & NANCY OWEN	506 W 34 ST	TX	104,603	86,192	190,795	1,301
1002	2008	212632	02180312040001	IVERSON RICHARD M & NANCY OWEN	506 W 34 ST	TX	170,667	140,628	311,295	198,313
1002	2008	212746	02180318040000	LAMY KEITH	609 W 33 ST	AUSTIN, TX 78705	250,000	1,411,850	1,661,850	933,769
1002	2008	212832	02180403100000	MORRIS PAMELA BELL	3500 SPEEDWAY	TX	180,000	117,765	297,765	90,000
1002	2008	213003	02180413010000	BOWMAN ANDREW W &	212 W 33 ST	TX 78705	415,625	700,854	1,116,479	558,239
1002	2008	359162	02180413010001	BOWMAN ANDREW W &	212 W 33 ST	TX 78705	-	90,905	90,905	45,452
1002	2008	213014	02180413100000	ARCE ALEGRIA	110 W 33 ST	TX	287,500	444,123	731,623	114,799
1002	2008	213015	02180413110000	BJRNHAM CLARKE A & JOAN	108 W 33 ST	TX 78705	312,500	392,648	706,148	105,250
1002	2008	213031	02180415050000	RILEY MICHAEL R & VIRGINIA D	209 E 34 ST	TX 78705	225,000	252,145	477,145	84,934
1002	2008	213069	02180419030000	COLE DENNIS C & ELIZABETH S	109 W 33 ST	TX 78705	312,500	456,787	769,287	156,250
1002	2008	213071	02180419050000	BINKLEY ROGER A & CHRISTIE A	105 W 33 ST	TX 78705	287,500	342,972	630,472	143,750
1002	2008	213077	02180419110000	LANGLEY JONATHAN R	106 W 32 ST	TX 78705	287,500	416,315	703,815	143,750
1002	2008	213107	02180602050000	SANFORD MARGARET TAYLOR	3909 AVENUE G	TX	450,000	195,917	645,917	202,680
1002	2008	213109	02180602070000	PENN GARY P & WANDA M	3913 AVENUE G	TX	262,500	263,984	526,484	208,908
1002	2008	213121	02180603030000	BEALL JOHN & CINDY	4007 AVENUE G	TX	350,000	521,109	871,109	175,000
1002	2008	213124	02180603060000	YORK DONALD W & DIANE M	4014 AVENUE H	TX 78751	350,000	98,411	448,411	175,000
1002	2008	213128	02180603100000	WALKER EDWARD L &	4002 AVENUE H	TX 78751	500,000	363,254	863,254	287,895
1002	2008	213130	02180604020000	RYALL KEN & SANDRA J KEARNS	3803 AVENUE H	TX 78751	300,000	194,288	494,288	150,000
1002	2008	213228	02180609140000	OSBORNE MARY ANN	512 E 39 ST	TX 78751	237,500	307,581	545,081	118,750
1002	2008	214672	02190507080000	WECHSLER STEPHEN & INGA MARIE	208 W 39 ST	TX	495,000	252,488	747,488	179,685
1002	2008	214684	02190508150000	CHAPIN JESSICA A & LAURIE EISE	3800 AVENUE C	TX	375,000	420,497	795,497	187,500
1002	2008	214700	02190508130000	SULLIVAN ARYN	4002 AVENUE C	TX	337,500	205,576	543,076	294,182
1002	2008	214713	02190510080000	WHITEHEAD ROBERT C & KYM DM	3913 AVENUE C	TX	167,500	122,412	289,912	109,242
1002	2008	214721	02190511010000	KELLY JERRY C & NANCY W	4001 AVENUE C	TX	450,000	136,628	586,628	225,000
1002	2008	214725	02190511060000	VAN BAVEL NICHOLAS	213 W 41 ST	TX 78751	500,000	607,766	1,107,766	553,883
1002	2008	214765	02190604110000	BONER RICHARD & SUSAN PRYOR	4006 SPEEDWAY	TX	225,000	423,381	648,381	414,159
1002	2008	214776	02190605090000	MAYFIELD JOHN M	3824 AVENUE F	TX	500,000	270,110	770,110	181,500
1002	2008	214786	02190607070000	NOWAK HAROLD J & DIANE T MICUL	4012 AVENUE F	TX	450,000	185,426	635,426	102,156
1002	2008	214820	02190608210000	DUVIC ROBERT C	3816 AVENUE G	TX	437,500	214,316	651,816	192,317
1002	2008	214829	02190609060000	MAYES JOHN C	3912 AVENUE G	TX	450,000	598,694	1,048,694	636,847
1002	2008	214869	02190802140000	MORRIS HAL F & LORIE FRIEND	801 PARK BLVD	TX 78751	375,000	311,581	686,581	187,500
1002	2008	214942	02190805110000	LINKLATER RICHARD &	700 E 44 ST	TX 78751	550,000	539,600	1,089,600	275,000
1002	2008	215724	02200601080000	BARBARO NICCOLO R & SUSAN E MOFFAT	4112 SPEEDWAY	TX	450,000	526,529	976,529	225,000
1002	2008	215725	02200601100000	HEIMSATH CLOVIS BENTON JR & SA	4110 SPEEDWAY	TX	350,000	145,533	495,533	175,000
1002	2008	215726	02200601110000	CAMPBELL MARTHA BLANCHE S	4108 SPEEDWAY	TX	153,300	313,923	467,223	25,650
1002	2008	525599	02200601110001	CAMPBELL MARTHA BLANCHE S	4108 SPEEDWAY	TX	56,700	116,109	172,809	100,579
1002	2008	215763	02200604010000	DE LA ROSA KRISTEN GARRISON &	4401 AVENUE D	TX	500,000	512,187	1,012,187	631,093
1002	2008	215790	02200605130000	EVINS JOHN C	4104 AVENUE F	TX	350,000	218,862	568,862	175,000
1002	2008	215791	02200605140000	KRUMM KARL	4100 AVENUE F	TX	312,500	361,130	673,630	156,250
1002	2008	215801	02200606070000	MAXSON PETER F &	4212 AVENUE F	TX	350,000	157,040	507,040	175,000
1002	2008	215806	02200606120000	NOKES ROBERT J & JILL S	4200 AVENUE F	TX	450,000	154,346	604,346	225,000

1002	2008	215822	02200607130000	VIGNERY KATHERINE A	4300 AVENUE F TX	350,000	129,877	479,877	154,816
1002	2008	215959	02200801040000	FEDER TONI & WOLFGANG FREY	4107 AVENUE H TX 78751	350,000	226,632	576,632	185,565
1002	2008	215994	02200804010000	KENNEDY PETER D & MARIA-ELENA	4401 AVENUE H TX 78751	500,000	331,380	831,380	394,166
1002	2008	216072	02200808480000	BODHICITTA TRUST THE	602 E 43 ST TX 78751	937,500	938,113	1,875,613	468,750
1002	2008	216079	02200808580000	BODHICITTA TRUST THE	602 E 43 ST TX 78751	562,500	45,722	608,222	444,736
1002	2008	216237	02201010130000	FRENCH IRENE R	809 E 46 ST TX 78751	210,000	342,762	552,762	328,881
1002	2008	216273	02201012190000	WILLIAMS ELLEN M	802 E 47 ST TX 78751	320,000	138,855	458,855	160,000
1002	2008	217790	02210206060000	C T H & F BUILDING PARTNERSHIP	1105 W 40 ST TX	250,000	66,232	316,232	220,616
1002	2008	217963	02210505090000	MANN JASON D & SUZANNE N LIMA	4112 AVENUE B TX 78751	250,000	309,778	559,778	125,000
1002	2008	218133	02210515170000	BOYD MAURY KATHERINE &	4300 AVENUE D TX	368,750	211,651	580,401	206,250
1002	2008	218483	02210817100000	STRICKLAND JAMES M & BARBARA	604 E 47 ST TX 78751	200,000	401,150	601,150	49,000
1002	2008	525627	02210817100001	STRICKLAND JAMES M & BARBARA	604 E 47 ST TX 78751	50,000	100,288	150,288	87,644
1002	2008	220105	02220708200000	RINI MARCO	4524 AVENUE F TX	200,000	78,060	278,060	189,030
1002	2008	224828	02250309280000	COLLINS MICHAEL B & KAREN SIKE	4811 SINCLAIR AVE TX 78756	262,500	382,105	644,605	80,250
1002	2008	246462	02411405080000	FLETCHER RANDY & PHYLLIS E	9019 PARKFIELD DR TX 78758	18,000	71,084	89,084	49,042
1002	2008	282694	03000102100000	RAY CONNIE CLARE TODD	1403 S CONGRESS AVE TX	414,360	171,887	586,247	47,518
1002	2008	445651	03000105140000	CHIMENTI DANETTE	200 THE CIRCLE TX 78704	150,000	329,863	479,863	75,000
1002	2008	282757	03000109100000	SANDERS ROBIN E	1508 NEWNING AVE TX 78704	280,000	97,547	377,547	140,000
1002	2008	282758	03000109130000	MCREYNOLDS GERALD A	1510 NEWNING AVE TX 78704	183,000	161,939	344,939	40,501
1002	2008	445653	03000109130001	MCREYNOLDS GERALD A	410 E MONROE ST TX 78704	117,000	103,534	220,534	139,516
1002	2008	282782	03000112010000	SCHAFFER ROBERT PHILIP JR & ANG	303 ACADEMY DR TX 78704	300,000	376,025	676,025	90,750
1002	2008	282785	03000112050000	MARTINEZ MELANIE DOAN	1208 NEWNING AVE TX 78704	200,000	82,384	282,384	191,192
1002	2008	282786	03000112060000	MARTINEZ MELANIE DOAN	1214 NEWNING AVE TX 78704	240,000	198,566	438,566	79,860
1002	2008	282788	03000112080000	BALLARD JAMES M & VIVIAN S	1304 NEWNING AVE TX 78704	300,000	876,320	1,176,320	207,923
1002	2008	282950	03010209190000	SCARDINO DANIEL &	1203 NEWNING AVE TX 78704	230,000	175,023	405,023	115,000
1002	2008	282988	03010210170000	CHAPIN ANTHONY VAN DYKE & DAPH	1419 NEWNING AVE TX 78704	600,000	303,066	903,066	249,000
1002	2008	282991	03010210200000	DODDS WILLIAM STEPHEN	1409 NEWNING AVE TX 78704	320,000	156,422	476,422	160,000
1002	2008	283032	03010406070000	WELLS DONALD THOMAS	1200 TRAVIS HEIGHTS BLVD TX 78741	300,000	672,478	972,478	476,692
1002	2008	283044	03010407010000	GOTCHALL ROBERT	1001 E RIVERSIDE DR AUSTIN, TX 78704	192,000	403,047	595,047	223,094
1002	2008	463830	03010409240000	ALEXANDER GORDON W & REGINA A	1201 TRAVIS HEIGHTS BLVD TX 78741	300,000	257,514	557,514	115,955
1002	2008	283286	03020015110000	KALMBACH WILLIAM H & BONNIE R	405 E MONROE ST TX 78704	300,000	167,757	467,757	86,515
1002	2008	283444	03020215090000	FROST SUSAN TOOMEY	806 ROSEDALE TER TX 78704	400,000	516,884	916,884	200,000
1002	2008	283512	03020302250000	KEELER WARD W & LESLIE A	1007 MILAM PL TX 78704	200,000	224,192	424,192	66,550
1002	2008	284483	03030008050000	NORWEST BANK TEXAS SOUTH CENTRAL	2336 S CONGRESS AVE TX	497,891	503,901	1,001,792	1,001,792
1002	2008	284693	03030205120000	EINHORN ELANA S & WILL ANDREWS	906 MARIPOSA DR AUSTIN, TX 78704	240,000	237,459	477,459	120,000
1002	2008	302089	04000007040000	BINGHAM DANNY JEFF	1705 NEWTON ST TX 78704	200,000	50,276	250,276	42,871
1002	2008	302190	04000015070000	LIPPINCOTT CAPITAL LTD	1412 S CONGRESS AVE TX	207,180	493,243	700,423	402,006
1002	2008	302202	04000040209000	WHITWORTH NANCY D &	1803 EVERGREEN AVE TX 78704	162,000	557,544	719,544	53,545
1002	2008	302272	04000413040000	KIRKLEY SAMUEL FOSTER	1001 W MARY ST TX 78704	300,000	99,909	399,909	79,605
1002	2008	302277	04000413110000	BIARD ROBERT F	1912 S 5 ST TX 78704	250,000	201,947	451,947	66,348
1002	2008	303498	04020103070000	STOCKBAUER JAMES D & SHARON KA	1811 NEWTON ST TX 78704	300,000	160,491	460,491	83,488
1002	2008	303711	04020302370000	GREEN PASTURES 1888 INC	811 E LIVE OAK ST TX 78704	529,225	870,775	1,400,000	963,323
1002	2008	553088	04040705170000	ROBERTSON PAISLEY S	2411 KINNEY RD TX 78704	200,000	175,917	375,917	127,591

1002	2008	311716	04083406020000	WHITE JAMES MORRIS	6266 W U S HY 290	TX 78735	214,402	373,566	587,968	347,584	
1002	2008	311718	04083406060000	FARMER DON M & JESSIE S	6240 W U S HY 290	TX 78735	436,680	40,879	477,559	347,949	
1002	2008	336621	04220502140000	ONION CREEK LODGE	NORTH BLUFF DR	TX 78745	98,664	22,173	120,837	55,104	
1002	2008	338035	04230801160000	FAMILIA L P	5400 FREDRICH LN	TX 78744	15,450	92,761	108,211	57,967	
1002	2008	349896	04391801090000	MOE LARRY & CURLY LTD	10140 OLD SAN ANTONIO RD	TX 78652	50,310	144,109	194,419	109,786	
TOTALS								162,703,426	298,140,135	460,843,561	203,823,375

Travis County Commissioners' Court Agenda Request

Meeting Date: June 17, 2008

I. A. Requestor: Sheriff Greg Hamilton ^{GH} Phone # 854-9788

B. Specific Agenda Wording:

Review and approve request from Sheriff's Office to reclassify slot 1223 to create a Crime Analyst position.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -6 AM 11:05

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.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

JAMES N. SYLVESTER
Chief Deputy


SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

June 4, 2008

MEMORANDUM

TO: County Judge & Commissioners Court
FROM: Greg Hamilton, Sheriff 
SUBJECT: Crime Analyst

One of the most important functions within any law enforcement agency today is the ability to collect and analyze crime data. Through this effort, agencies can provide comprehensive short and long range planning, research and predict criminal activity and provide the community and the agency with the best possible strategic planning, intelligence, and departmental policies and procedures. To accomplish these tasks, it is imperative that a qualified and experienced Crime Analyst be in place to collect, research and analyze the criminal activity of a community on a daily basis.

In order to meet these very important needs of this agency, I have reorganized several work assignments to free up the tasks normally assigned to one Accounting Clerk within the Fiscal Section of the Sheriff's Office. I am requesting that the Accounting Clerk position, slot 1223, be reclassified to a Crime Analyst. I have asked that my Research & Planning and HR staff work with HRMD in developing a job description and pay grade. Based on Crime Analyst positions with other large law enforcement agencies, I expect that the minimum to mid-point salary range to be in the vicinity of a pay grade 18 or so. I will utilize the funding for the Accounting Clerk slot and absorb the difference in the salary within my existing budget.

I have attached an Agenda Request Form to have this item placed on your agenda if necessary.

GH/dr

Enclosure

cc: Jim Sylvester, Chief Deputy
Mark Sawa, Major
Mike Hemby, R&P
Debbie Rich, HR
Bill Derryberry, PBO
Linda Moore Smith, HRMD

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN -5 AM 11:00



Safety, Integrity, Tradition of Service

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

33

Voting Session: June 17, 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 APPRAISAL AND SURVEY OF APPROXIMATELY 140 ACRES OF LAND OFF FM 969 IN EAST AUSTIN. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

John Hille, Jr., Assistant County Attorney, (49415)
Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
Joseph Gieselman, Executive Manager, TNR (49383)

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

08 JUN 10 AM 11:12
RECEIVED
COUNTY CLERK'S OFFICE

37

Travis County Commissioners Court Agenda Request

Voting Session 06/17/08
(Date)

Working Session 06/17/08
(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 LANDEILL 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:

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

RECEIVED
COUNTY CLERK'S OFFICE
08 JUN 11 AM 9:30

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.

38

Travis County Commissioners Court Agenda Request

Voting Session 06/17/08
(Date)

Working Session 06/17/08
(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 BEL WASTE SYSTEMS OF NORTH AMERICA, INC.; 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:

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

08 JUN 11 AM 9:30
RECEIVED
COUNTY CLERK'S OFFICE

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.

C2

Travis County Commissioners Court Agenda Request

Voting Session 6/17/08
(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:

A. Approve setting a public hearing date for July 22, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 13 & 14, Block "B" of Paleface Ranch Section 2A. (Short form plat – 1 Lot – 12.148 Acres – Oscar Road - No Fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

B. Approved by:

Commissioner Gerald Daugherty, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

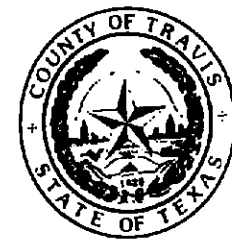
- Planning and Budget Office (854-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

- 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

COPIED TO FILE
6/17/08 10:05 AM

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

BACK-UP MEMORANDUM

June 6, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Revised Plat of Lots 13 & 14, Block "B" of Paleface Ranch Section 2A,
Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Approve setting a public hearing date for July 22, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 13 & 14, Block "B" of Paleface Ranch Section 2A. (Short form plat – 1 Lot – 12.148 Acres – Oscar Road - No Fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The property owners of lots 13 and 14 of Paleface Ranch Section 2A wish to combine their two lots to form one single lot. There are no new public or private roads associated with this plat. Parkland dedication or fees in lieu of dedication are not required since this subdivision is less than four lots and does not propose an increase in density.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

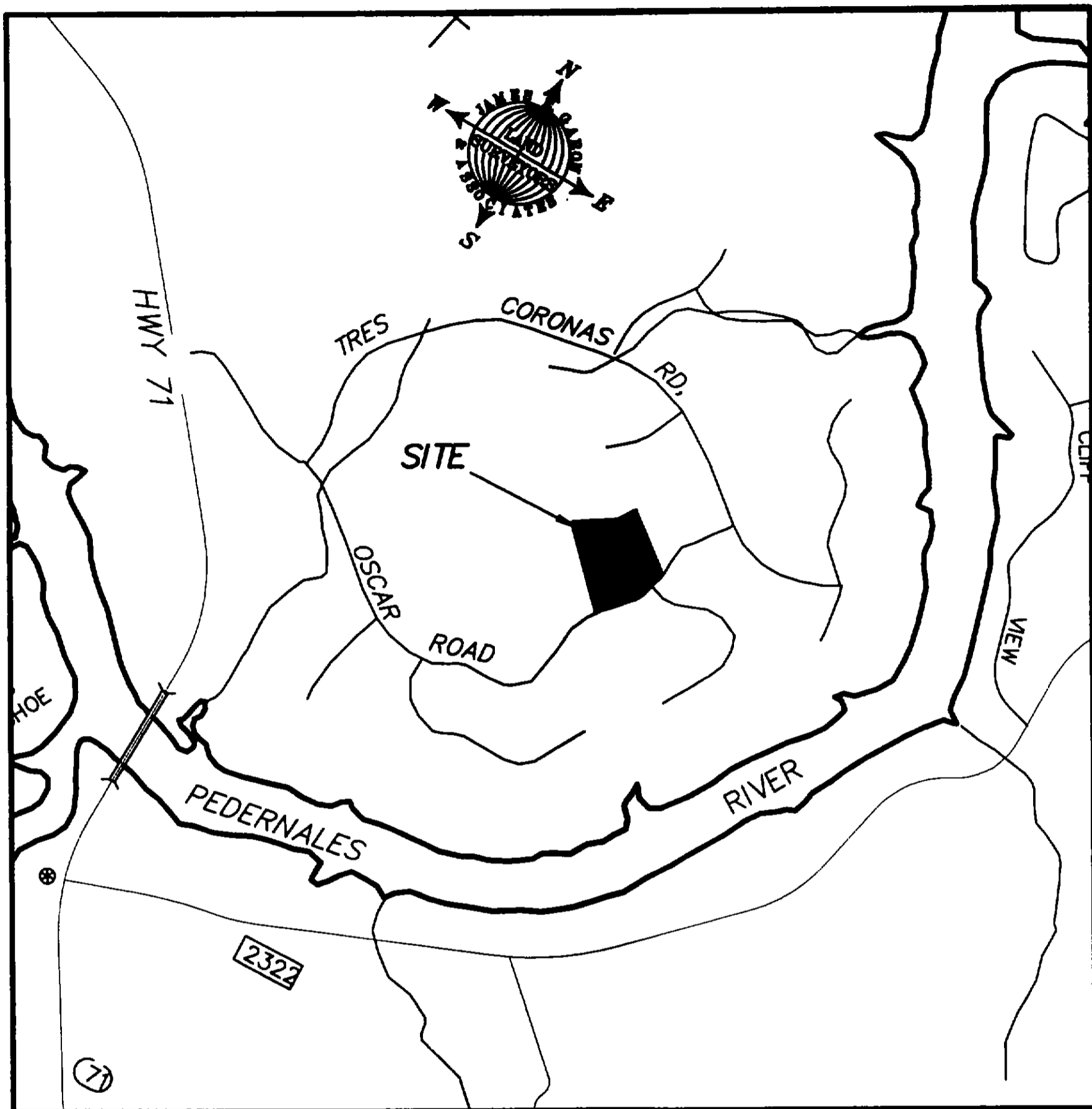
ISSUES AND OPPORTUNITIES:

As part of the requirements for a plat revision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

EXHIBITS:

Proposed plat
Location map
Precinct map
Existing plat

AMB: mph
1105

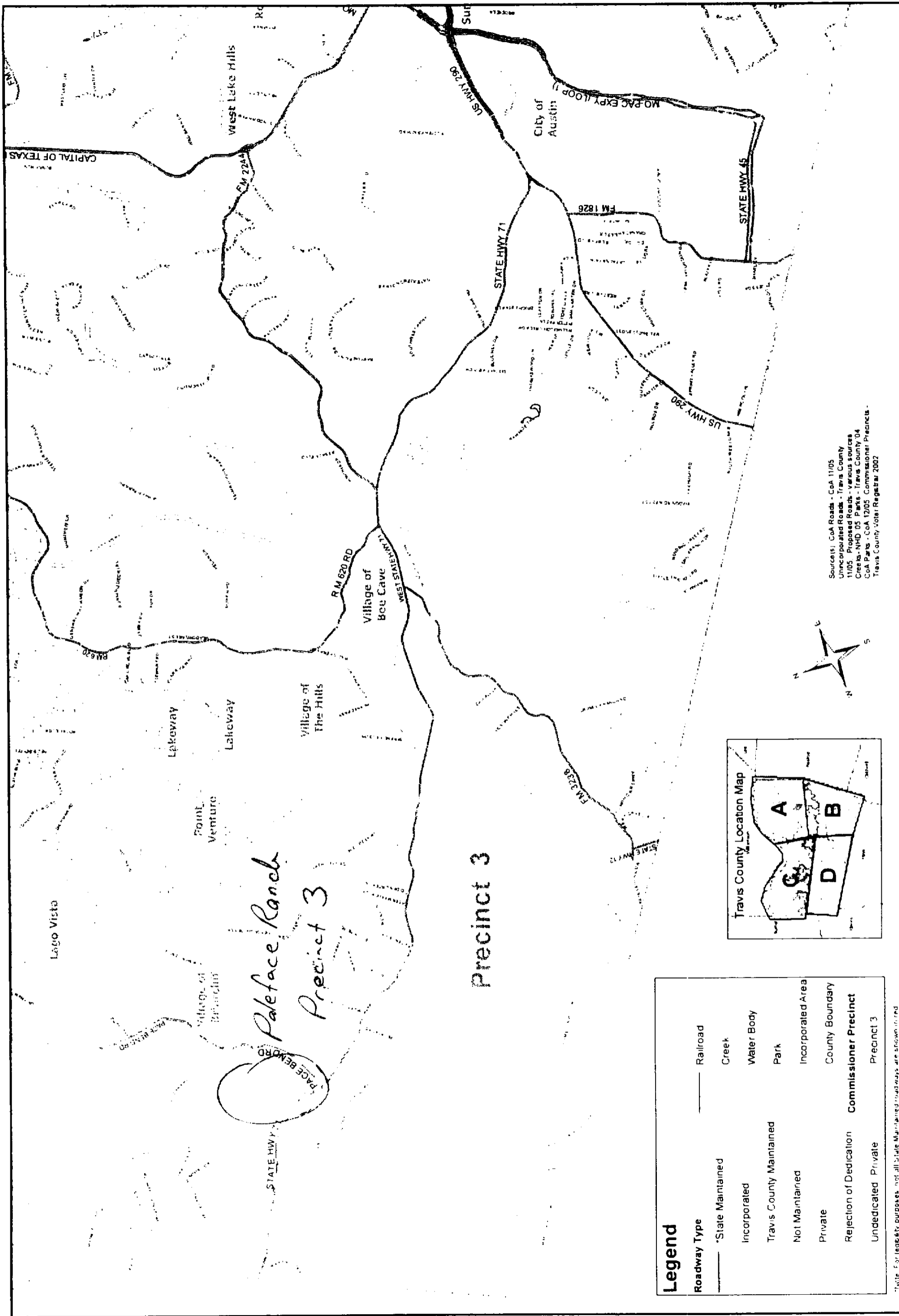


LOCATION MAP

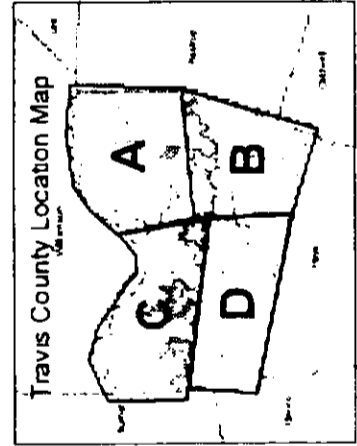
(N.T.S.)

FOR

REVISED PLAT OF
LOTS 13 & 14 BLOCK "B"
PALEFACE RANCH SECTION 2A



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



Legend

— State Maintained	— Railroad
— Incorporated	— Creek
— Travis County Maintained	— Water Body
— Not Maintained	— Park
— Private	— Incorporated Area
— Rejection of Dedication	— County Boundary
— Undedicated	— Commissioner Precinct
— Private	— Precinct 3

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

Map Disclaimer: This map was created by the Travis County GIS Crew by 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) 843-3183.

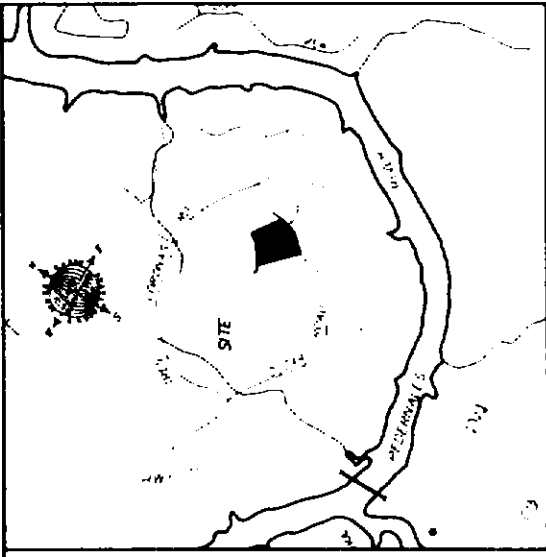
Scale:
 1 inch equals 1,000 feet
 1 inch equals 0.262 miles



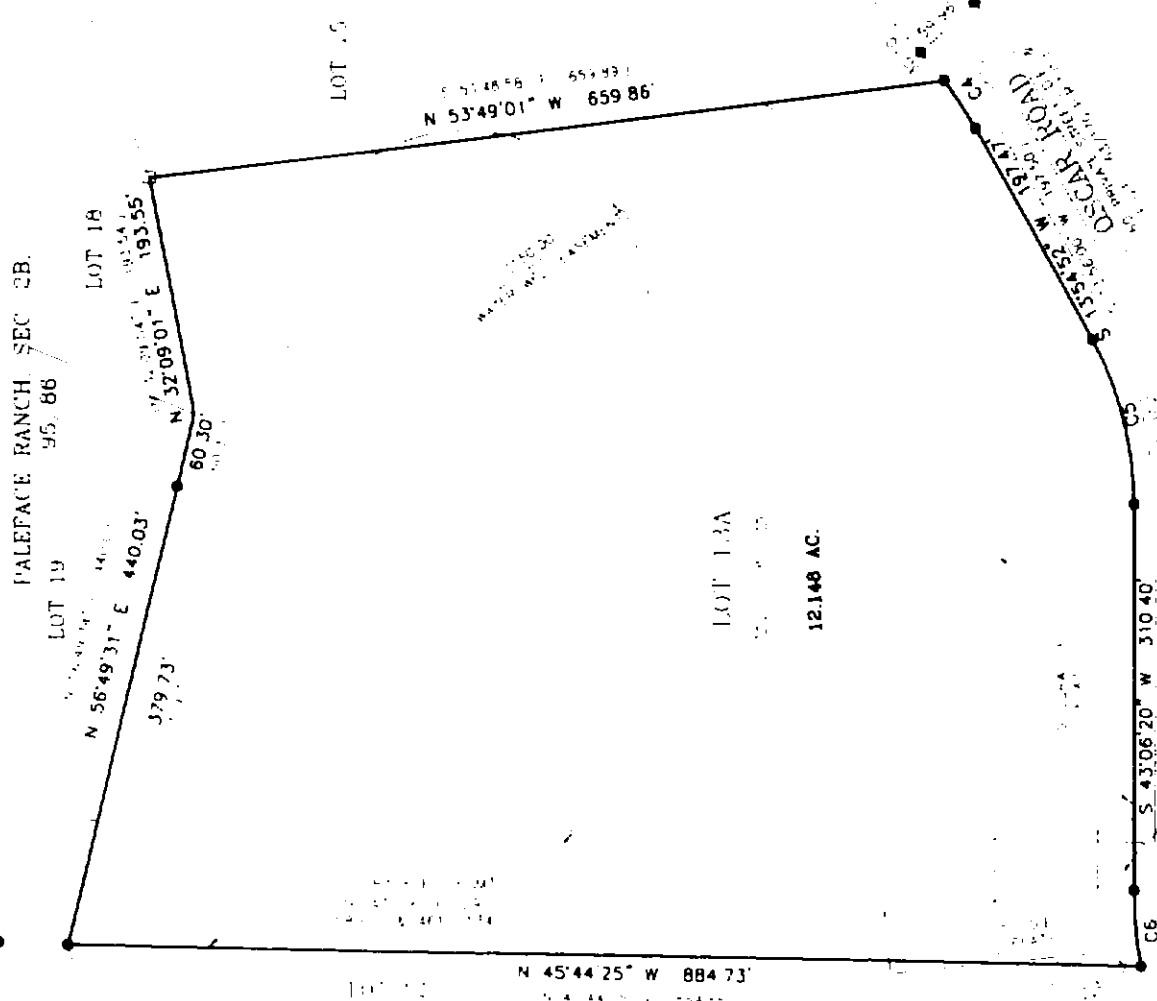
Map Prepared By: Travis County
 Dept of Transportation & Natural Resources
 Date: 12/29/2005
 http://www.co.travis.tx.us/mnmap

Travis County Roadways, Map D

PROPOSED PLAT



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STATE OF TEXAS //
 COUNTY OF TRAVIS //

KNOW ALL MEN BY THESE PRESENTS, THAT WE, RONALD COLE AND KAREN COLE, BEING THE OWNERS OF LOTS 13 & 14, BLOCK "B", PALEFACE RANCH SECTION 2A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS RECORDED IN BOOK 95, PAGE 83, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO US BY DEED OF RECORD IN DOCUMENT# 2008207431 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY REVERSE SAID LOTS IN ACCORDANCE WITH CHAPTER 252.009 OF THE TEXAS LOCAL GOVERNMENT CODE AND THE PLAT SHOWN HEREON TO BE KNOWN AS

**REVISED PLAT OF
 LOTS 13 & 14, BLOCK "B",
 PALEFACE RANCH SECTION 2A**

SUBJECT TO THE EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY dedicate TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON

WITNES MY HAND THIS _____ DAY OF _____, 2008 A.D.

RONALD COLE
 13400 LOCUST ROAD
 GREENWOOD, TEXAS 76049

KAREN COLE

STATE OF TEXAS //
 COUNTY OF TRAVIS //

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RONALD COLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

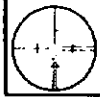
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2008 A.D.

NOTARY PUBLIC IN AND FOR THE
 STATE OF TEXAS
 MY COMMISSION EXPIRES _____

REVISED PLAT OF
 LOTS 13 & 14 BLOCK "B"
 PALEFACE RANCH SECTION 2A

SHEET 1 OF 2

JAMES E. GARON & ASSOC.
 PROFESSIONAL LAND SURVEYORS
 924 Main Street
 Bastrop, Texas 78602
 (512) 303-4185



NUMBER OF LOTS
 TOTAL ACRES

FILE #TRAVIS\CO\TRAV\2008\PALEFACE 2A\1314B\27.DWG PLOD BOOK B-201/19 & P-132/20

COMMISSIONERS COURT NOTES

1. APPROVED THE PLAT OF THE 100 YEAR FLOOD PLAIN AS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON AND PORTION OF THIS PLAT LIES WITHIN THE DEVELOPMENT FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #44045 R 01011 DATED JUNE 16, 1993.

2. THE PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.

3. ALL LOTS WITHIN THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL WASTEWATER DISPOSAL SYSTEMS.

4. A FIVE (5) FOOT EASEMENT DEDICATED TO FEDERALS ELECTRIC COOPERATIVE IS RESERVED ALONG THE SIDE PROPERTY LINES OF ALL LOTS WITHIN THIS PLAT.

5. WATER SERVICE FOR ALL LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE, INDIVIDUAL ON-SITE WATER WELLS.

6. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

7. THIS LOT IS SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND/OR SETBACKS IN 12453/0009, 12626/962, 12701/1 & 12704/1211 R.P.R.T.C.T AND 95/83-85 P.R.T.C.T.

8. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE DEVELOPMENT OR CONSTRUCTION OTHER THAN ONE SINGLE FAMILY RESIDENCE AND ASSOCIATED FACILITIES OR ANY DEVELOPMENT TOTALING MORE THAN 10,000 SQUARE FEET OF IMPERVIOUS COVER OR DISTURBING MORE THAN ONE ACRE OF LAND, MAY REQUIRE AN LRA DEVELOPMENT PERMIT OR OTHER PERMIT BY THE LOCAL GOVERNMENT OF LRA.

9. ANY DEVELOPMENT IN THIS SUBDIVISION SHALL BE DEVELOPED WITH CONNECTION TO A PUBLIC WATER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM.

10. NO DEVELOPMENT IN THIS SUBDIVISION SHALL BE OCCUPIED UNLESS CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR APPROVED ON-SITE WATER WELL.

COMMISSIONERS COURT NOTES

1. APPROVED THE PLAT OF THE 100 YEAR FLOOD PLAIN AS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON AND PORTION OF THIS PLAT LIES WITHIN THE DEVELOPMENT FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #44045 R 01011 DATED JUNE 16, 1993.

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7. THIS LOT IS SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND/OR SETBACKS IN 12453/0009, 12626/962, 12701/1 & 12704/1211 R.P.R.T.C.T AND 95/83-85 P.R.T.C.T.

8. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE DEVELOPMENT OR CONSTRUCTION OTHER THAN ONE SINGLE FAMILY RESIDENCE AND ASSOCIATED FACILITIES OR ANY DEVELOPMENT TOTALING MORE THAN 10,000 SQUARE FEET OF IMPERVIOUS COVER OR DISTURBING MORE THAN ONE ACRE OF LAND, MAY REQUIRE AN LRA DEVELOPMENT PERMIT OR OTHER PERMIT BY THE LOCAL GOVERNMENT OF LRA.

9. ANY DEVELOPMENT IN THIS SUBDIVISION SHALL BE DEVELOPED WITH CONNECTION TO A PUBLIC WATER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM.

10. NO DEVELOPMENT IN THIS SUBDIVISION SHALL BE OCCUPIED UNLESS CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR APPROVED ON-SITE WATER WELL.

FLOOD PLAIN NOTE

THE 100 YEAR FLOOD PLAIN AS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON AND PORTION OF THIS PLAT LIES WITHIN THE DEVELOPMENT FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #44045 R 01011 DATED JUNE 16, 1993.

STATE OF TEXAS // COUNTY OF TRAVIS //

I, JAMES E. GARON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLETES MY COMMAND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AS SURVEYED BY

JAMES E. GARON & ASSOCIATES, INC. 924 MAIN STREET, RASTROP, TEXAS 78602

JAMES E. GARON, R.P.L.S. NO. 4101 DATE

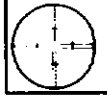
ETJ NOTE:

THIS SUBDIVISION DOES NOT LIE WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN.

VICTORIA L. P.E. DIRECTOR WATER-HELD PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT DATE

REVISED PLAT OF LOTS 13 & 14 BLOCK "B" PALEFACE RANCH SECTION 2A

SHEET 2 OF 2



JAMES E. GARON & ASSOC. PROFESSIONAL LAND SURVEYORS 924 Main Street Bastrop, Texas 78602 (512) 303-4185

STATE OF TEXAS // COUNTY OF TRAVIS //

I, DANA DEBEAUVOR CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE DAY OF AD, THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE PLAT BE RECORDED OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTE BOOK OF SAID COURT.

STATE OF TEXAS // COUNTY OF TRAVIS //

I, DANA DEBEAUVOR CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE DAY OF AD, THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE PLAT BE RECORDED OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTE BOOK OF SAID COURT.

C3

Travis County Commissioners Court Agenda Request

Voting Session 6/17/2008

Work Session _____

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

B. Requested Text: Approve setting a public hearing July 1, 2008 to receive comments regarding proposed street name assignment for a portion of Old Anderson Mill Road off RM 2769 to be known as "Hudson Circle" in Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct 3

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

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

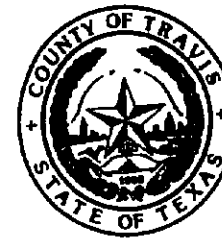
Gayla Dembkowski - 854-9383 Austin American Statesman
Howard Herrin- 854-9383 Don Ward 854-9383
Stephanie Jensen COA- fax 974-6445

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUL 10 PM 4:41

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



TRANSPORTATION AND NATURAL RESOURCES

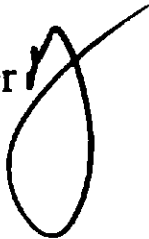
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436

May 8, 2008

MEMORANDUM

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager 

FROM: Carol Joseph, Assistant Director TNR

SUBJECT: Request approval of proposed street name assignment for a portion of Old Anderson Mill Road off RM 2769 to be known as "Hudson Circle" in Precinct 3.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee has been petitioned by property owners off RM 2769 in northwest Travis County for a street name assignment. When the Texas Department of Transportation built RM 2769 in 1962 these property owners were on a 500' left over piece of the old road and were given addresses off RM 2769. Approval of this action will provide a unique street name for this portion of road.

Five property owners signed the petition and are requesting the name "Hudson Circle".

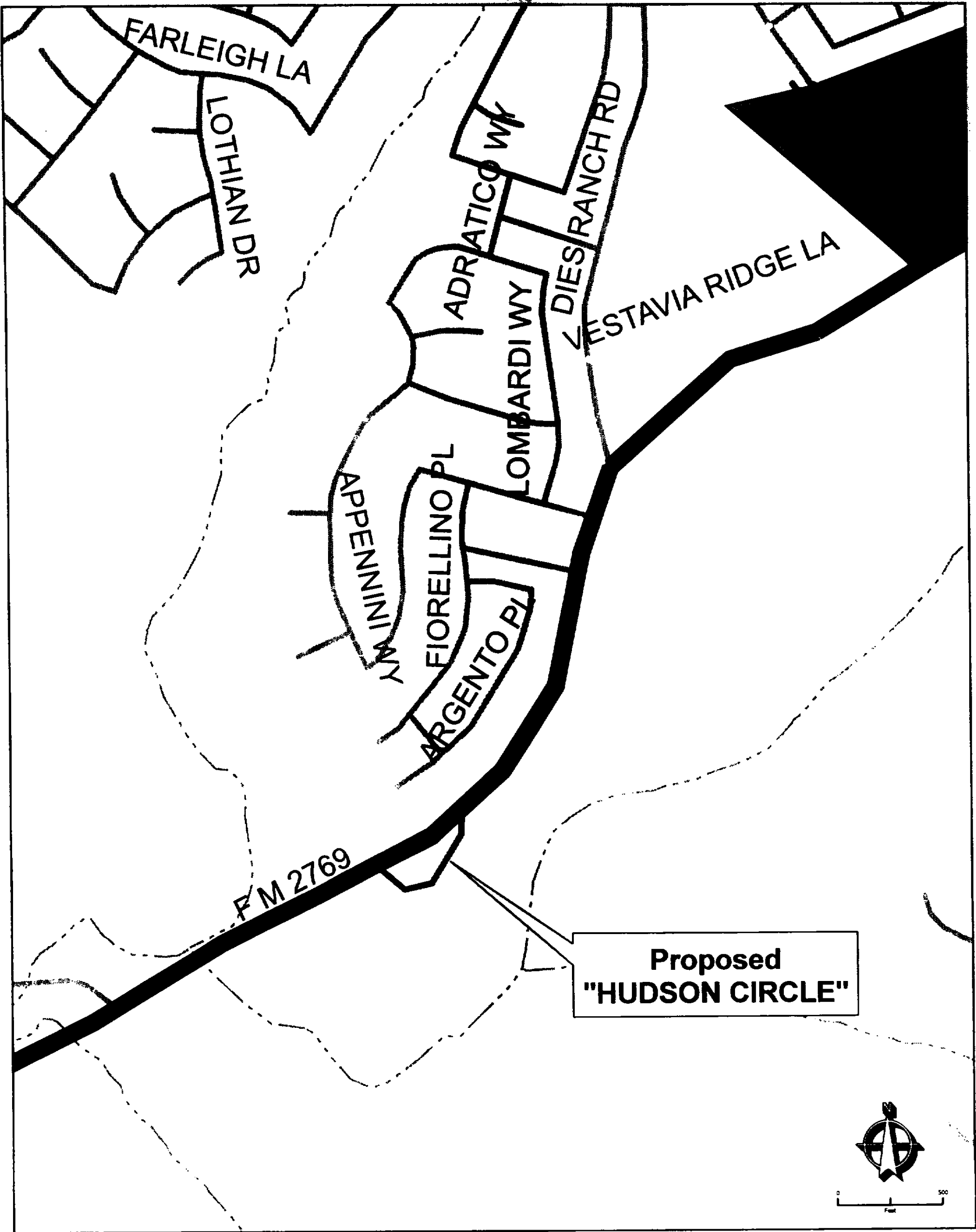
Staff recommends approval of this street name assignment, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of July 1, 2008 pursuant of this street name assignment.

Exhibits:

Map

CJ;gd

4100 Hudson Circle



Date Source(s) Roads - Travis County Files 5/2008, Jurisdiction Travis County Files 5/2008, Subdivisions - Travis County Files 5/2008

Proposed Service Assignment



Page One

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received a petition to assign a street name to a portion of Old Anderson Mill Road that was left over from the construction of RM 2769 in 1962; and

WHEREAS, the majority of the property owners are in favor of this street name assignment; and

WHEREAS, a public hearing was held on July 1, 2008 pursuant to the street name assignment; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the portion of Old Anderson Mill Road be named as follows:

PRECINCT THREE:

A PORTION OF OLD ANDERSON MILL ROAD TO BE KNOWN AS
“HUDSON CIRCLE”

PASSED AND ADOPTED THE _____ DAY OF _____, 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT
COMMISSIONER, PCT. TWO

GERALD DAUGHERTY,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, JULY 1, 2008 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THE PORTION OF OLD ANDERSON MILL ROAD IS SOUTH ALONG RM 2769 NEAR TWIN CREEKS DEVELOPMENT AND IS TO BE KNOWN AS “**HUDSON CIRCLE**”.

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

C4

Travis County Commissioners Court Agenda Request


Voting Session Tuesday, June 17, 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 June 3, 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 meeting.

MINUTES OF MEETING JUNE 03, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 3rd day of June 2008, the Commissioners' Court convened the Voting Session at 9:17 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 recessed the Voting Session at 11:53 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:39 PM and adjourned at 1:46 PM

The Commissioners Court reconvened the Voting Session at 1:47 PM.

The Commissioners Court retired to Executive Session at 2:58 PM.

The Commissioners Court reconvened the Voting Session at 3:27 PM.

The Commissioners Court adjourned the Voting Session at 3:30 PM.

CONSENT ITEMS

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C6 and Items 3, 4.A&B, 5, 8.A&B, 10, 11, 12, 13, 14.A&B, 16, 17, 20, 21.A&B, 22, 23, 24, 28, 31, 32, 33, and 34. (9:30 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 DATE ON JUNE 17, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST FOR A PROPOSED STREET NAME ASSIGNMENT FOR AN UNNAMED PRIVATE ACCESS EASEMENT OFF HAYNIE FLAT ROAD TO "HAYNIE CREEK LANE", IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)
- C3. APPROVE SETTING A PUBLIC HEARING ON JUNE 24, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG EITHER SIDE OF THE COMMON LOT LINE OF LOTS 262 AND 263 OF APACHE SHORES, 1ST INSTALLMENT SUBDIVISION, IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)
- C4. APPROVE SETTING A PUBLIC HEARING ON JUNE 24, 2008 TO RECEIVE COMMENTS REGARDING REQUESTS TO AUTHORIZE THE FILING OF INSTRUMENTS TO REJECT THE DEDICATION AND QUITCLAIM DEED OF A 0.78 ACRE UNNAMED RIGHT OF WAY DEDICATED BY DOCUMENT NUMBER 2007152762 ACROSS LOT 1 OF THE DESSAU POINT SUBDIVISION, IN PRECINCT TWO. (COMMISSIONER ECKHARDT)
- C5. APPROVE SETTING A PUBLIC HEARING ON JUNE 24, 2008 TO RECEIVE COMMENTS ON A RESUBDIVISION OF DESSAU POINT LOT 1 SUBDIVISION (4 TOTAL LOTS). (COMMISSIONER ECKHARDT)
- C6. APPROVE SETTING A PUBLIC HEARING ON JULY 8, 2008 TO RECEIVE COMMENTS REGARDING A PLAT VACATION IN PRECINCT TWO: REPLAT OF LOT 2, BLOCK A, NORTH PARK, SECTION TWO SUBDIVISION (1 TOTAL LOT). (COMMISSIONER ECKHARDT)

RESOLUTIONS AND PROCLAMATIONS

- 2. APPROVE RESOLUTION RECOGNIZING THE 8TH ANNUAL FATHER'S DAY RALLY AND PARADE SPONSORED BY THE RIVER CITY YOUTH FOUNDATION. (COMMISSIONER GÓMEZ) (9:37 AM)

Members of the Court heard from: Mona Gonzalez, Founder and Executive Director, River City Youth Foundation; and Alfonso Rincon, Founder, Fathers Active in Communities and Education (FACE).

Motion by Commissioner Gómez **and seconded by** Commissioner Davis 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

ADMINISTRATIVE OPERATIONS ITEMS

- 3. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$401,771.55 FOR THE PERIOD OF MAY 16 TO MAY 22, 2008. (9:30 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:30 AM)
 - A. ROUTINE PERSONNEL AMENDMENTS; AND
 - B. NON-ROUTINE PERSONNEL ACTIONS – REVISION TO COMMISSIONER'S COURT APPROVED ACTION ON APRIL 15, 2008 - SHERIFF'S OFFICE - PEACE OFFICER PAY SCALE POLICY - TRAVIS COUNTY CODE SECTION 10.0295(D)(3).

Clerk's Note: Items 4.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR LICENSE AGREEMENT WITH ALISON CREWS FOR USE OF THE HEMAN MARION SWEATT COURTHOUSE SEVENTH FLOOR ON JUNE 8, 2008 FOR A FILM SHOOT. (9:30 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 TO COLLABORATE WITH THE BROCHURE COMMITTEE, TRAVIS COUNTY HISTORICAL COMMISSION, THE AUSTIN BAR ASSOCIATION AND RESIDENTS BY:
(1:47 PM)
 - A. PRINTING THE HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE BROCHURE;
 - B. DECLARING JUNE 24, 2008 TRAVIS COUNTY HISTORY DAY AND ISSUING A PRESS RELEASE; AND
 - C. ISSUING INVITATIONS TO CELEBRATE TRAVIS COUNTY HISTORY DAY.
(COMMISSIONER DAVIS)

Clerk's Note: Items 6.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Margie Alford, Travis County Historical Commission; Alicia Perez, Executive Manager, Administrative Operations; Steven Broberg, Director, Records Management and Communication Resources; Amalia Rodriguez-Mendoza, Travis County District Clerk; and The Honorable David Phillips, Judge, County Court at Law Number One.

7. DISCUSS RECOMMENDATIONS REGARDING THE ASSIGNMENT OF SPACE AS FOLLOWS: (2:15 PM)
 - A. 910 LAVACA STREET BUILDING AND RELATED PARKING TO FACILITIES MANAGEMENT DEPARTMENT;
 - B. ASSIGNMENT OF FOURTH FLOOR OF UNIVERSITY SAVINGS BUILDING TO INFORMATION AND TELECOMMUNICATIONS SYSTEMS DEPARTMENT; AND
 - C. RESERVE FOR FUTURE ALLOCATION SPACE VACATED BY THE INFORMATION AND TELECOMMUNICATIONS SYSTEMS DEPARTMENT ON THE FIFTH FLOOR OF THE NED GRANGER BUILDING.

Clerk's Note: Items 7.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Gabriel Stock, Senior Architectural Associate, Facilities Management; Alicia Perez, Executive Manager, Administrative Operations; Joe Gieselman, Executive Manager, TNR; and Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

Discussion only. No formal action taken.

Items 7.A-C to be reposted on June 17, 2008.

PURCHASING OFFICE ITEMS

8. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CERTAIN PSYCHOLOGICAL/COUNSELING SERVICES: (9:30 AM)
 - A. MODIFICATION NO. 1 TO CONTRACT NO. PS070349VR, AUSTIN FAMILY INSTITUTE; AND
 - B. MODIFICATION NO. 1 TO CONTRACT NO. PS070350VR, SAMARITAN CENTER FOR THE (COPE)/MENTAL HEALTH YOUTH PROGRAM AND FAMILIES. (JUVENILE PROBATION)

Clerk's Note: Items 8.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 9. CONSIDER AND TAKE APPROPRIATE ACTION ON UNCROSSMATCHED BLOOD PRODUCTS SERVICES AGREEMENT NO. PS0800228RE BETWEEN DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A BRACKENRIDGE HOSPITAL AND TRAVIS COUNTY. (EMERGENCY SERVICES) (9:36 AM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 9.

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

- 10. APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD. FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TRANSPORTATION AND NATURAL RESOURCES EASTSIDE SERVICE CENTER. (FACILITIES MANAGEMENT) (9:30 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. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 06AE0304JW, HALFF ASSOCIATES, INC. PROFESSIONAL ENGINEERING SERVICES FOR COUNTY-WIDE SIDEWALK AND HIKE AND BIKE FACILITY IMPROVEMENTS. (TRANSPORTATION AND NATURAL RESOURCES) (9:30 AM)

Clerk’s Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court’s Motion and Vote.

- 12. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 99AE601JJ, MWM DESIGN GROUP, FOR THE FERGUSON LANE - TUSCANY WAY EXTENSION ROADWAY IMPROVEMENT PROJECT. (TRANSPORTATION AND NATURAL RESOURCES) (9:30 AM)

Clerk’s Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court’s Motion and Vote.

- 13. APPROVE ISSUANCE OF JOB ORDER NO. 2, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (SHERIFF'S OFFICE) (9:30 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS: (9:30 AM)
 - A. ORDER EXEMPTING THE PURCHASE OF SERVICES TO REPLACE HOT WATER HEATER SYSTEM IN THE TRAVIS COUNTY JAIL FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE; AND
 - B. CONTRACT AWARD FOR EMERGENCY REPLACEMENT OF HOT WATER HEATER SYSTEM IN BUILDING 110, CONTRACT NO. 08K00227DG, TO HOT ROD MECHANICAL, INC. (SHERIFF'S OFFICE)

Clerk's Note: Items 14.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 15. APPROVE MODIFICATION NO. 30 TO CONTRACT NO. MA980095, TIBURON, INC., FOR AGREEMENT FOR EXTENDED SERVICES. (INFORMATION AND TELECOMMUNICATION SYSTEMS) (9:36 AM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 15.

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

- 16. APPROVE ISSUANCE OF JOB ORDER NO. 19, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FACILITIES MANAGEMENT) (9:30 AM)

Clerk's Note: Item 16 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

- 17. CONSIDER AND TAKE APPROPRIATE ACTION ON 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. (9:30 AM)

Clerk's Note: Item 17 is the action item for the public hearing on Agenda Item 1.

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.

- 18. 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. (11:50 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Commissioner Davis **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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

19. CONSIDER AND TAKE APPROPRIATE ACTION ON TRANSPORTATION AND NATURAL RESOURCES PROPOSED SALARY ADJUSTMENT PLAN FOR RECRUITMENT AND RETENTION ISSUES WITHIN THE MAINTENANCE JOB CLASSIFICATIONS. (11:01 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Alicia Perez, Executive Manager, Administrative Operations; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Carol Joseph, Assistant Director, TNR; Jessica Rio, Assistant Budget Manager, PBO; and Greg Powell, Business Manager, Local 1624, American Federation of State, County and Municipal Employees (AFSCME).

Discussion only. No formal action taken.

Item 19 to be reposted on June 17, 2008.

20. 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. (9:30 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.

Clerk's Note: The Court noted that the balance of the BCCP tax benefit financing funds would go towards future acquisition of land for the BCCP.

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING BELVEDERE PHASE IV, A PRIVATE STREET SUBDIVISION IN PRECINCT THREE:
(9:30 AM)

A. USE OF ALTERNATIVE FISCAL; AND

B. USE OF A CASH SECURITY AGREEMENT. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 21.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON A PARTICIPATION AGREEMENT WITH THE CROSSWIND PROPERTY OWNERS ASSOCIATION, INC. FOR IMPROVEMENT TO AND ACCEPTANCE OF A PORTION OF CROSSWIND DRIVE AND ALL OF TRADEWIND DRIVE, IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (9:30 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.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO ACCEPT THE DEDICATION OF STREET AND DRAINAGE FACILITIES FOR PRESIDENTIAL MEADOWS SECTIONS 1, 2, 3 AND 4 SUBDIVISIONS AND APPROVE A LICENSE AGREEMENT FOR PRESIDENTIAL MEADOWS SECTION 1 SUBDIVISION, IN PRECINCT ONE. (9:30 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 A PLAT FOR RECORDING IN PRECINCT THREE: REALE SUBDIVISION (5 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (9:30 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 A REQUEST TO HOLD AN ADDITIONAL PUBLIC MEETING ON WEDNESDAY, JUNE 18, 2008 FOR THE PURPOSE OF INFORMING THE PUBLIC OF THE STATUS OF THE TRAVIS COUNTY DRAINAGE STUDY. (9:34 AM)

Clerk’s Note: The Court heard Staff recommendations that the Court direct Staff to reschedule the June 18, 2008 Public Meeting to June 25, 2008, at the Travis County Road and Bridge Satellite One Office, 9301 Johnny Morris Road, as there are already two other public meetings being held on June 18, 2008.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Staff recommendation.

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 25 to be reposted on June 10, 2008 to approve the June 25, 2008 Public Meeting date.

- 26. DISCUSS AND TAKE APPROPRIATE ACTION ON PROPOSED TESTIMONY TO THE TEXAS SENATE COMMITTEE ON INTERNATIONAL RELATIONS AND TRADE ON POLICIES RELATING TO DEVELOPMENT AND GROWTH IN RURAL AND UNINCORPORATED REGIONS OF THE STATE. (2:49 PM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Discussion only. No formal action taken.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSED LICENSE AGREEMENT FOR TEMPORARY ACCESS BY SENDERO CONSTRUCTION SERVICES, INC. TO A CONSTRUCTION AREA FOR DEVELOPMENT OF IMPROVEMENTS TO PROPERTY ADJACENT TO A TRAVIS COUNTY FACILITY LOCATED AT NORTH LAMAR BOULEVARD AND WEST 10TH STREET IN PRECINCT TWO. (9:51 AM)

Members of the Court heard from: Greg Chico, Right-of-Way Manager, TNR.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 27.

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

28. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:30 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON UPDATE OF FISCAL YEAR 2009 BUDGET REQUESTS AND PARAMETERS. (1:55 PM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Leroy Nellis, Budget Manager, PBO; Barbara Wilson, Assistant County Attorney; and Jessica Rio, Assistant Budget Manager, PBO.

Discussion only. No formal action taken.

Clerk's Note: The Court directed Staff to create a working committee to look at how we can better control fuel costs, energy costs, and any other cost. The Court also encouraged all Travis County employees to send any cost saving suggestions to the Planning and Budget Office. The Committee will report back to the Court at later date.

30. RECEIVE PRESENTATION OF CAPITAL AREA COUNCIL OF GOVERNMENTS' ANALYSIS OF TRAVIS COUNTY ECONOMIC DEVELOPMENT AGREEMENTS WITH HOME DEPOT, HEWLETT PACKARD, SAMSUNG AND DOMAIN. (10:00 AM)

Members of the Court heard from: Katie Gipson, Budget Analyst, PBO; Brian Kelsey, Economic Development Director, Capital Area Council of Governments (CAPCOG); Mary Etta Gerhardt, Assistant County Attorney; Leroy Nellis, Budget Manager, PBO; Brian Rodgers, Stop Domain Subsidies; Frances McIntyre, President, Austin League of Women Voters; and Betty Voights, Executive Director, CAPCOG.

Discussion only. No formal action taken.

OTHER ITEMS

31. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:30 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

32. CONTRACT MODIFICATION AND EXTENSION OF CONTRACT NO 696-PD-0-1-L-L0306 M-008 TRAVIS COUNTY BETWEEN THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE AND TRAVIS COUNTY FOR THE HOUSING OF RELEASEES FOR THE 2008-2009 CONTRACT TERM. (SHERIFF'S OFFICE) (9:30 AM)

Clerk's Note: Item 32 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

33. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO DISTRIBUTE FLIERS WITH THE JUNE 15TH PAYROLL CHECKS ANNOUNCING THE TRAVIS COUNTY/CITY OF AUSTIN EMANCIPATION DAY - JUNETEENTH CELEBRATION ON JUNE 18, 2008. (JUDGE BISCOE AND COMMISSIONER DAVIS) (9:30 AM)

Clerk's Note: Item 33 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 34. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTS FROM THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICTS NOS. 10 AND 14 TO EXTEND THE DEADLINE TO FILE 2007 AUDIT WITH THE TRAVIS COUNTY COMMISSIONERS COURT UNTIL JULY 1, 2008. (9:30 AM)

Clerk's Note: Item 34 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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.

- 35. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT AND THE CONDEMNATION OF PARCELS NO. 6 AND NO. 6E OWNED BY RKS TEXAS INVESTMENTS, L.P. A TEXAS LIMITED PARTNERSHIP. ^{1 AND 2} (2:58 PM) (3:27 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 and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to authorize condemnation.

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

- 36. CONSIDER AND TAKE APPROPRIATE ACTION ON A COUNTER-OFFER FROM TEXAS TWENTY, LTD. FOR THE SALE OF PARCEL #2 NEEDED AS RIGHT OF WAY IN THE 2005 BOND PROGRAM, SLAUGHTER LANE EAST ROADWAY IMPROVEMENT PROJECT, LOCATED IN PRECINCT FOUR. ^{1 AND}
² (2:58 PM) (3:28 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 and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize settlement of this matter for the sum of \$95,000.00.

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

- 37. CONSIDER AND TAKE APPROPRIATE ACTION ON A COUNTER-OFFER FOR THE SALE OF TWELVE PARCELS OF REAL PROPERTY AND/OR EASEMENT INTERESTS NEEDED FOR RIGHT OF WAY IN THE 2005 BOND PROGRAM, HOWARD LANE EAST (I) ROADWAY IMPROVEMENT PROJECT, LOCATED IN PRECINCT ONE. ^{1 AND}² (2:58 PM) (3:28 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from: Greg Chico, Right-of-Way Manager, TNR.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize settlement for the counter-offer in the amount of \$221,000.00, contingent upon our ability to acquire two additional Temporary Constructions Easements (TCE).

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

- 38. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR STAR FLIGHT EMPLOYEE, SLOT #7. ^{1 AND 3} (2:58 PM) (3:29 PM)

Clerk's Note: Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we authorize five additional days of administrative leave with pay applied retroactively to resolve this matter.

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 Eckhardt and seconded by Commissioner Gómez to adjourn the Voting Session. (3:30 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

WS # _____

VS # C5

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session 06/17/08

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

B. Requested Text:

Approve setting a Public Hearing on July 8, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Dougherty, 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

<u>John</u> John Hille - 854-9415	Austin American-Statesman
<u>Anna</u> Anna Bowlin - 854-9383	Joe Arriaga - 854-9383
<u>Don</u> Don Grigsby - 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:

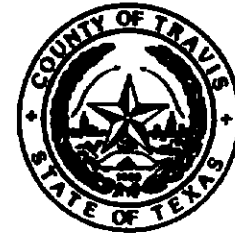
- _____ Additional funding for your department
- _____ Transfer of funds within your department budget
- _____ A change in your department's personnel

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.

08 JUN 11 AM 10:27
RECEIVED
COUNTY JUDGE'S OFFICE



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: June 4, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director -- Development Services

SUBJECT: Approve setting a Public Hearing on July 8, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One -- a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request from the property owner to vacate two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One. Lots 10 and 11 both front on White Rim Trail, a street maintained by Travis County. The purpose for this vacation is so that the lot owners can construct a single family residence which will be situated across both lots.

In regards to the drainage easements, Registered Professional Engineer, Robert C. Thompson, has inspected the subject property. Based on his investigation, he states, "...it does not seem that the DE between Lots 10 and 11 is needed and that vacating the easement should not present any problem to the public in the future."

In regards to the public utility easements, utility companies known to be serving the area have signed off on the vacation of the public utility easements. TNR recommends the vacation of the public utility and drainage easements 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:

Travis County has no need for these easements and would not benefit from vacating or not vacating them. Travis County has relied on the utility companies and the reviewing Engineer to decide if the public utility and drainage easements need to be retained for the surrounding property owners.

Required Authorizations:

All known utility companies operating in the area have approved the vacation of the public utility easements. A Registered Professional Engineer has stated that the vacation of the drainage easements will not present any problem to the public in the future.

Exhibits:

Order of Vacation
Letter of Request
Field Notes and Sketch
Engineer's letter
Utility sign-off letters
Location Maps

PS;AB:ps

1105 White Rim Trail

08-DE/PUE-01

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and of White Rim Mountain, Section One, as recorded in Book 82, Pages 5-9, of the Plat Records of Travis County, Texas, so that they can construct a single family residence situated across both lots; and

WHEREAS, the utility companies serving the area have indicated that they have no need for the 7.5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, a Professional Engineer, in his judgment, has recommended the vacation of the two 7.5' drainage easements; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two public utility & drainage easements 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 July 8, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One, as shown on the attached sketch and described in the attached field notes, are 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

10110 Hidden Meadow Drive
Austin, TX 78750

May 14, 2008

RE:On Site Swage Facility (OSSF) 18600 White Rim Trail

Mr. James Fulton, Jr.
Planning and Engineering
Transportation and Natural Resources
Onsite Wastewater Program
411 West 13th Street
Executive Office Building
P O Box 1748
Austin, TX 78767

Item 1

RECEIVED
MAY 16 2008
TNR

Dear Mr. Fulton:

We respectfully request that Travis County vacate the Drainage Easement on the captioned property. We are the owners of both lots and desire to construct a single family residence situated across both lots.

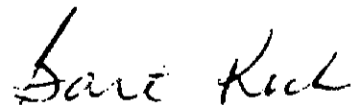
The legal description of both lots is:

Lots 10 and 11, White Rim Mountain, Section One, a subdivision of record in book 82, pages 5-9 of the plat records of Travis County, Texas.

My daytime phone number is 512-531-1712.

Mr. Fulton, we appreciate your assistance.

Sincerely,



Bart and Cindi Koch
Owner Of Record
Enclosures

**FIELD NOTES TO ACCOMPANY MAP OF SURVEY
PART LOTS 10 & 11
WHITE RIM MOUNTAIN SECTION ONE
TRAVIS COUNTY, TEXAS**

FIELD NOTE DESCRIPTION OF 0.28 ACRE OF LAND, BEING A STRIP OF LAND FIFTEEN (15) FEET WIDE ALONG THE COMMON LOT LINE BETWEEN LOTS 10 AND 11, WHITE RIM MOUNTAIN, SECTION ONE, A SUBDIVISION OF RECORD IN BOOK 82, PAGES 5-9 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE SAID FIFTEEN (15) FOOT WIDE STRIP OF LAND BEING THOSE CERTAIN 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENTS DEDICATED ALONG THE COMMON LINE BETWEEN LOTS 10 AND 11 BY THE SAID PLAT OF WHITE RIM MOUNTAIN, SECTION ONE. THE SAID 0.28 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch diameter steel pin found on the curving easterly line of White Rim Trail at the common front corner of the said Lots 10 and 11;

THENCE, with a curve to the left, along the easterly line of White Rim Trail and west line of the said Lot 10, having a central angle of 09°01'08", a radius of 50.00 feet, an arc of 7.87 feet and a chord bearing and distance of N 41°22'34" W, 7.86 feet to a point, from which a ½ inch diameter steel pin found at the westerly most corner of the said Lot 10 bears a chord bearing and distance of N 71°21'58" W, 43.02 feet;

THENCE, N 66°05'01" E, a distance of 831.73 feet, crossing the said Lot 10, along the north line of the said 7.5 foot wide public utility and drainage easement, to a point on the west line of that certain 7.5 foot wide public utility and drainage easement located along the rear of Lots 10 and 11, as dedicated by the said plat of White Rim Mountain, Section One;

THENCE, along the west line of the said 7.5 foot wide public utility and drainage easement, the following two (2) courses and distances:

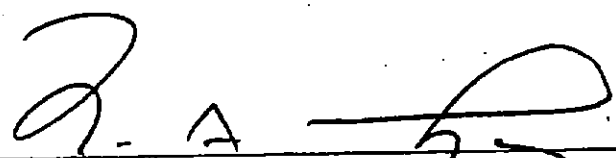
- 1) S 13°50'53" E, 4.84 feet to a point;
- 2) S 07°54'45" W, 12.04 feet to a point in the interior of the said Lot 11;

THENCE, S 66°05'01" W, a distance of 821.04 feet, crossing the said Lot 11, along the south line of the said 7.5 foot wide public utility and drainage easement, to a point on the curving easterly line of White Rim Trail, from which a ½ inch diameter steel pin found at the southwest corner of the said Lot 11 bears a chord bearing and distance of S 02°32'01" E, 43.26 feet;

THENCE, with a curve to the left, along the easterly line of White Rim Trail and west line of the said Lot 11, having a central angle of 08°42'02", a radius of 50.00 feet, an arc of 7.59 feet and a chord bearing and distance of N 32°31'00" W, 7.59 feet to the **PLACE OF BEGINNING**, containing 0.28 acre of land, more or less.

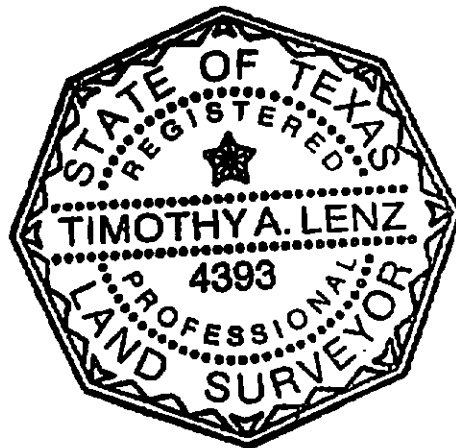
BASIS OF BEARINGS - ½ INCH DIAMETER STEEL PIN FOUND AT THE WESTERLY CORNER OF LOT 10 TO A ½ INCH DIAMETER STEEL PIN FOUND AT THE NORTHERLY CORNER OF LOT 10, N 41°58'19" E, 1042.83' (N 41°58'19" E 1042.50 PER PLAT).

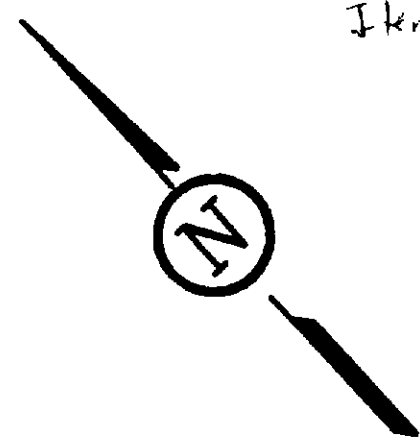
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND DURING JANUARY 2007.


 Timothy A. Lenz, R.P.L.S. No. 4393

Lenz & Associates, Inc.,
 1714 Fort View Road, Suite 200
 Austin, Texas 78704
 (512) 443-1174

(2007-0060A.doc)





SCALE: 1"=100'

LEGEND

- 1/2" DIA. STEEL PIN FOUND
- ▨ P.U.E. & D.E. TO BE RELEASED
- P.O.B. POINT OF BEGINNING

LOT 10

WHITE RIM MOUNTAIN
SECTION ONE
B k. 82, P g. 5 - 9

LOT 11

LOT 9
BASIS OF BEARINGS/PLAT
(N41°58'19"E ~ 1042.50')
N41°58'19"E ~ 1042.83'

N66°05'01"E ~ 831.73'
S66°05'01"W ~ 821.04'

15'

0.28 AC.

LOT 12

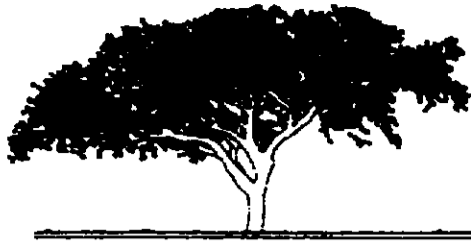
P.O.B.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°50'53"E	4.84
L2	S07°54'45"W	12.04

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	50.00	9°01'08"	7.87	7.86	N41°22'34"W
C2	50.00	8°42'02"	7.59	7.59	N32°31'00"W
C3	50.00	50°57'39"	44.47	43.02	N71°21'58"W
C4	50.00	51°15'55"	44.74	43.26	S02°32'01"E

WHITE RIM TRAIL

PREPARED BY:
LENZ & ASSOCIATES, INC.
1714 FORT VIEW ROAD, SUITE 200
AUSTIN, TEXAS 78704
(512) 443-11774



THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering

April 10, 2008

Mr. Joseph P. Gieselman, Executive Manager
Travis County TNR
PO Box 1748
Austin, Texas 78767

**RE: Drainage Easement Vacation
Lot 10 and 11, White Rim Mountain Section 1 (book 82, pages 5-9)**

Dear Mr. Gieselman:

The subject lots apparently have a platted 7.5 foot drainage easement (D.E.) along all of the side and rear lot lines. The owner of the subject lots would like to have the D.E.s along the common line between Lots 10 and 11 vacated.

I've visited the subject site, reviewed the topography, and considered the usefulness of these drainage easements. It doesn't appear that the subject D.E. is particularly useful. Rather, it appears to me that the D.E.s on the plat were dedicated along all the property lines for reservation, but without regard to their usefulness. In the case of the subject lots, the cul-de-sac on which these lots front is at the top of White Rim Mountain (see the attached topographic map). No significant roadside swale was observed to exist but rather all the run-off appears to sheet flow from the roadway across the lots. Additionally, all of the lots appear to discharge from front to back; discharge from none of the lots appears to significantly discharge to the road.

While not quite reflected on the attached topographic map, the apparent low point in the cul-de-sac is near the common pin between Lots 11 and 12. Therefore, if the roadway were improved with roadside swales at some point in the future, it would seem that the most logical discharge point would be between Lots 11 and 12. If the entire right-of-way were discharged to this point, it would appear that the peak discharge would only be on the order of one or two cubic feet per second (1 or 2 cfs).

Based on the forgoing, it does not seem that the DE between Lots 10 and 11 is needed and that vacating the easement should not present any problem to the public in the future.

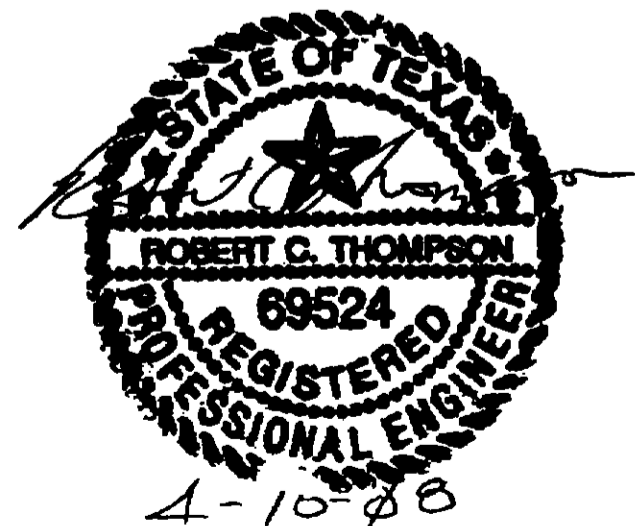
We hope that you find this information complete and sufficient. Please contact me at 512-328-0002 if you have any questions.

Sincerely,

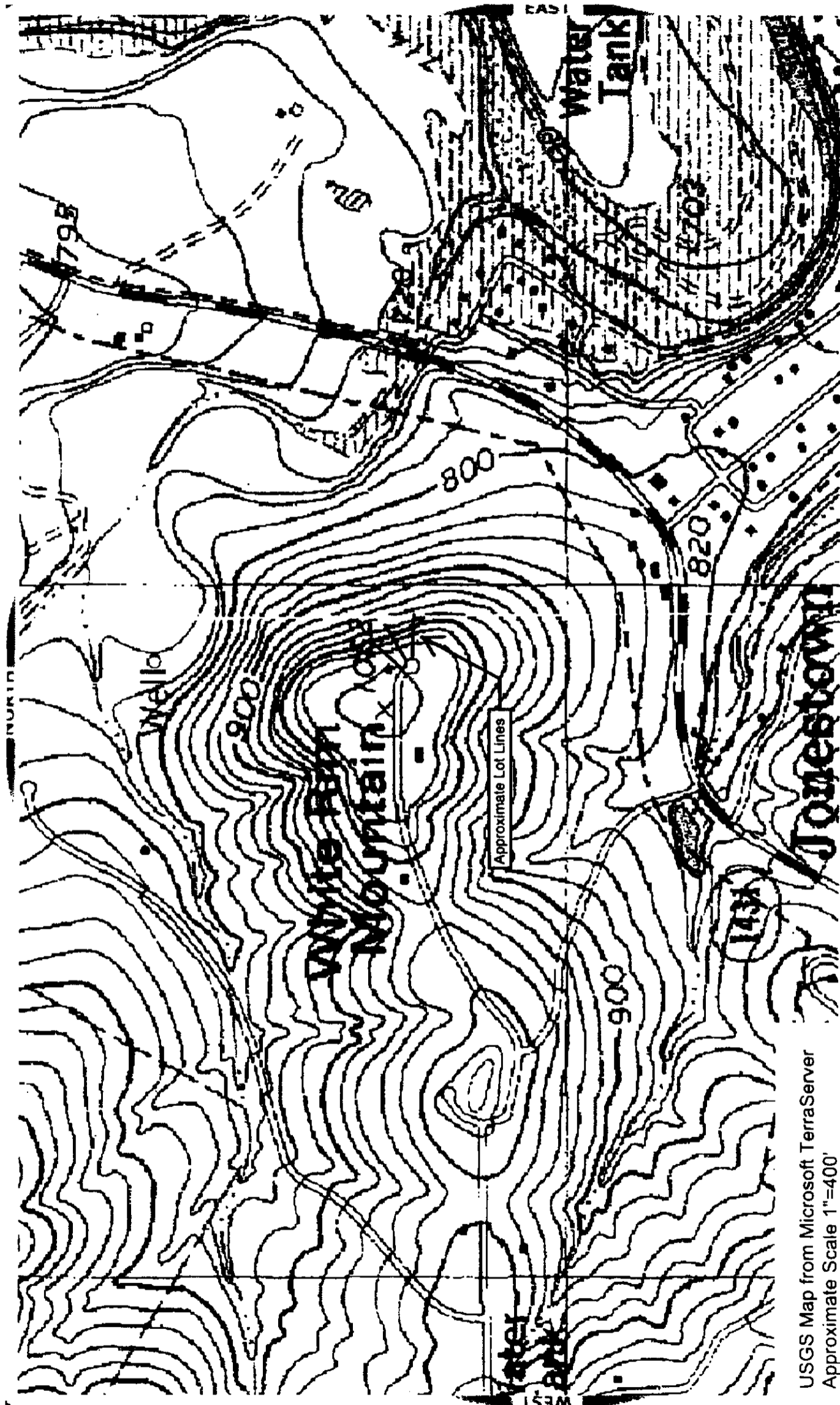
THOMPSON LAND ENGINEERING, LLC

Robert C. (Ric) Thompson, M.S., P.E., C.F.M.

Attachments



P.O. BOX 160062, AUSTIN TEXAS, 78716 (512-328-0002)



USGS Map from Microsoft TerraServer
 Approximate Scale 1"=400'

RELEASE OF EASEMENT

STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Barton P. and Cynthia N. Koch, or the previous owner of lots 10 and 11, located within that tract of land known as White Rim Mountain Section One, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements, as evidenced by the Plat Records of Travis County, Texas, to Jonestown Water Supply Corporation, a Corporation for public utility purposes covering property situated within White Rim Mountain Section One, said easements being set recorded in Volume 82, Pages 5-9, of the Plat Records of Travis County, Texas; and

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land seven and one-half (7.5) feet in width along the side lot lines of all lots in White Rim Mountain Section One in Travis County, Texas; and

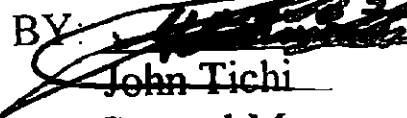
WHEREAS, Barton P. and Cynthia N. Koch, as current owner of lots 10 and 11, of White Rim Mountain Section One, desires that the said seven and one-half (7.5) foot public utility easements along the common lot line of lots 10 and 11, of White Rim Mountain Section One, as described in the survey field notes for said property, be released in full; and

WHEREAS, Jonestown Water Supply Corporation provides water service to the aforementioned area and will continue to have an adequate easement to said property;

NOW THEREFORE, be it known that JONESTOWN WATER SUPPLY CORPORATION, a corporation whose post office address is P O. Box 5096, Jonestown, Texas 78645, for and in consideration of Fifty Dollars (\$50.00) does hereby release said seven and one-half (7.5) foot public utility easements along the common lot line of lots 10 and 11, of White Rim Mountain Section One, as described in the survey field notes for said properties, in Travis County, Texas as referred to hereinabove.

EXECUTED THIS 11TH DAY OF NOVEMBER, A.D., 2007

JONESTOWN WATER SUPPLY CORPORATION

BY: 
John Tichi
General Manager

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared John Tichi, General Manager of the Jonestown Water Supply 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 THIS 11th DAY
OF NOVEMBER, A.D. 2007.


Susan Barnett

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS.



STATE OF TEXAS
COUNTY OF TRAVIS

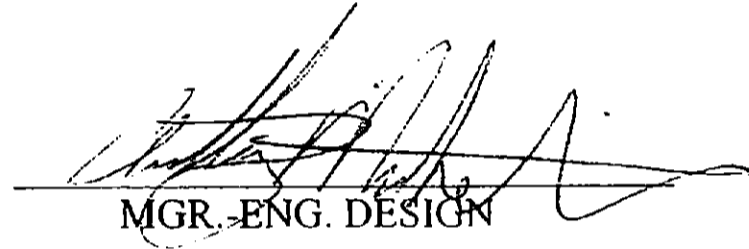
RELEASE OF EASEMENT

WHEREAS, the plat of White Rim Mountain, Section 1, Jonestown, Texas, a subdivision in the County of Travis, of record in Volume 82, Page 5 of the Plat Records of Travis County, Texas, and said record reflects a 7.5 foot PUE on the common property lines of Lots 10 and 11, of said subdivision, of record in Document 2005080362, Property Records of Travis County, Texas, and as applicant requests the release of said easements on said property, said property located at 18600 White Rim Trail, 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, in the above addressed lots in said subdivision.

EXECUTED this 20 day of December, 2007

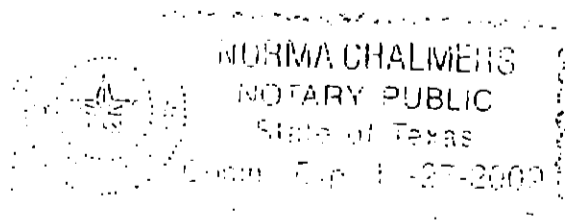

MGR. ENG. DESIGN

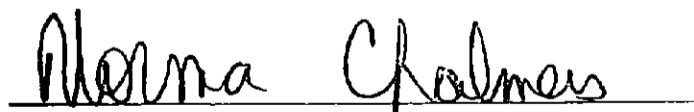
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

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

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Michetich, 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 21st day of December, 2007




Notary Public, State of Texas
My commission expires 10-27-2009

RELEASE OF EASEMENT

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

WHEREAS, E.A. Jones and Warren Jones as previous owners of all lots in White Rim Mountain, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within White Rim Mountain, Section 1 Subdivision, said easement being recorded in Volume 82, Pages 5 - 9 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by a strip of land seven and a half (7.5') feet in width along the side lot line of all lots within White Rim Mountain, Section 1 Subdivision, in Travis County, Texas; and,

WHEREAS, Barton Koch and Cynthia Koch, as current owners of Lots 10 and 11 in White Rim Mountain, Section 1 Subdivision, desire that the said seven and a half foot public utility easement along the common boundary line of Lots 10 and 11 in White Rim Mountain, Section 1 Subdivision, 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;

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 said seven and a half foot public utility easement along the common boundary line of Lots 10 and 11 in White Rim Mountain, Section 1 Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: December 18, 2007

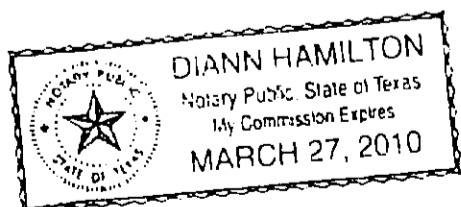
PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: [Signature]
Pete Brooks
District Service Coordinator

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Pete Brooks, District Service Coordinator 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 December 18, 2007



[Signature]
Notary Public in and for
The State of Texas



EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: White Rim Mountain, Sec 1
Lot and Block No.: lot 10 & 11
Street Address: White Rim Trail, Jonestown, TX 78645
Property Owner: Barton & Cynthia Koch

STATEMENT

We do not have a 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.

Time Warner Cable

Laurie Schumpert
Signature

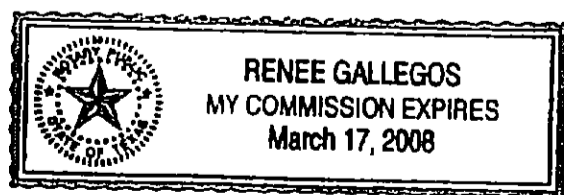
Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on November 15, 2007 by

Laurie Schumpert

Renee Gallegos
Notary Public



Vacate two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One

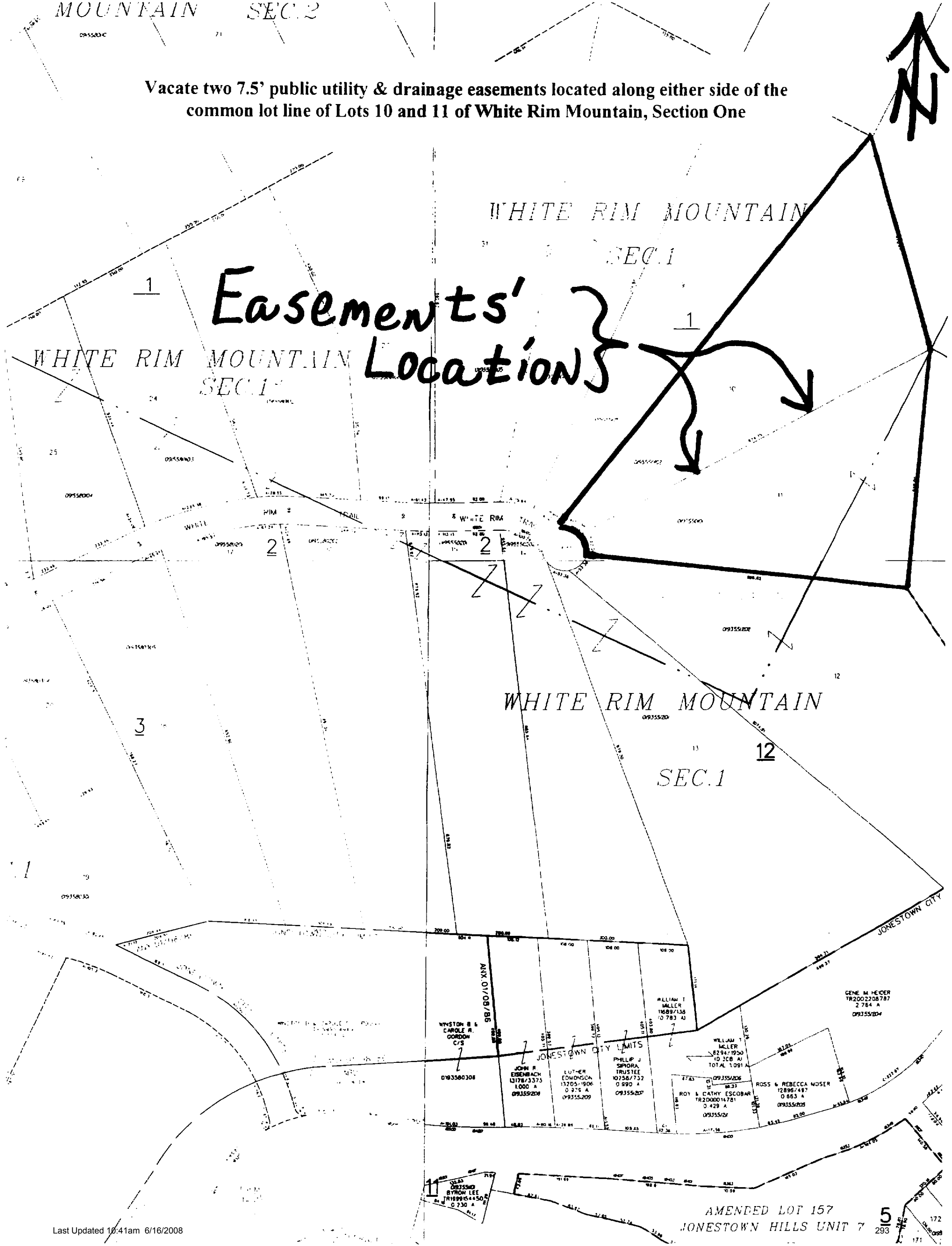


Easements' Location

WHITE RIM MOUNTAIN SEC. 1

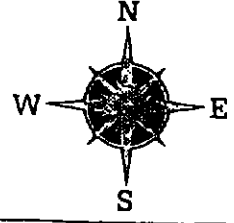
WHITE RIM MOUNTAIN SEC. 1

WHITE RIM MOUNTAIN SEC. 1

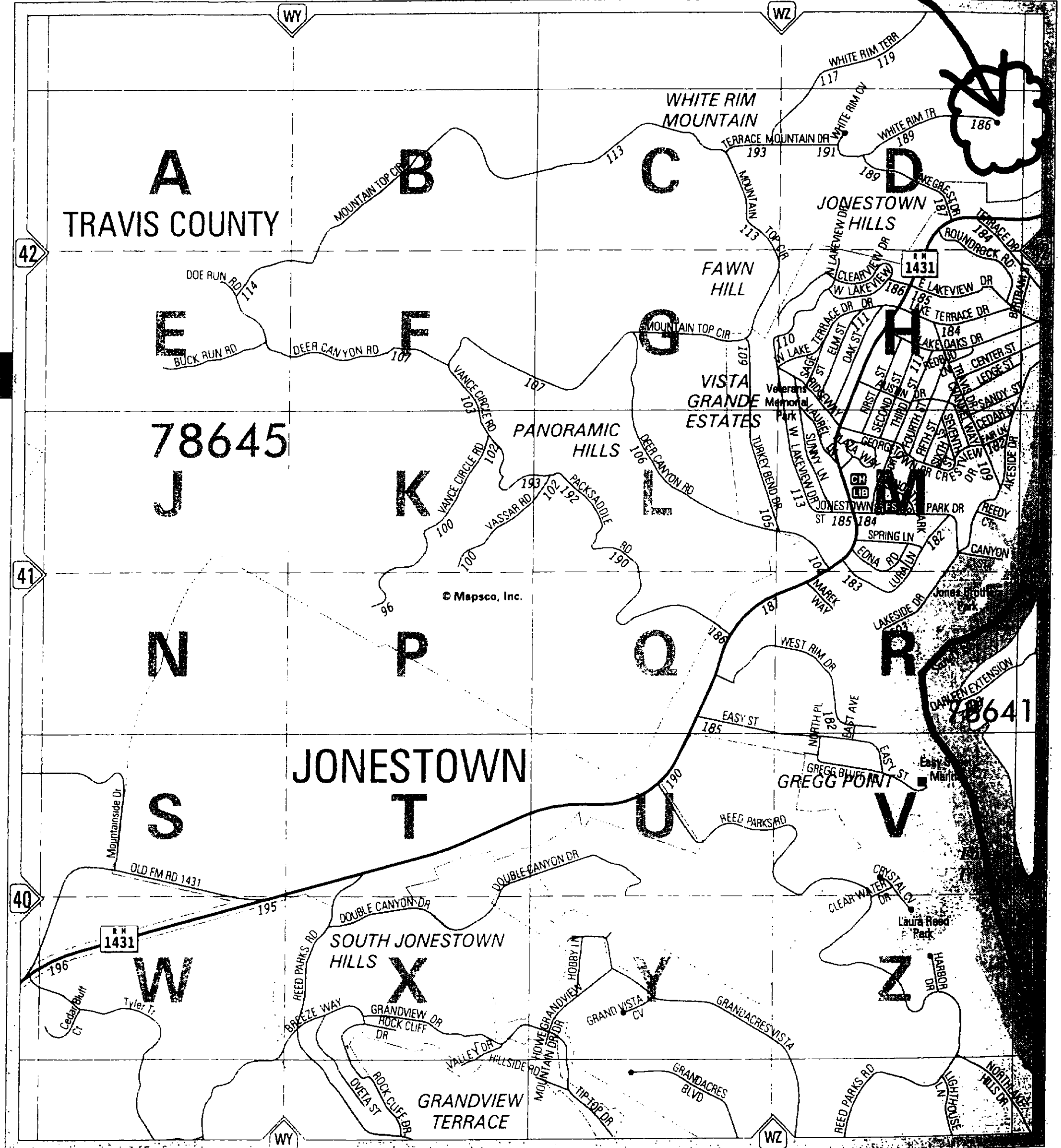


Vacate two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One

Site



CONTINUED ON MAP 370



CONTINUED ON MAP 399

CONTINUED ON MAP 430

CONTINUED ON MAP 401



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

Vacate two 7.5' public utility & drainage easements located along either side of the common lot line of Lots 10 and 11 of White Rim Mountain, Section One

County Judge
 Samuel T. Biscoe
 314 W. 11th St., #520
 Austin, TX 78701
 Phone (512) 854-9555
 Fax (512) 854-9535

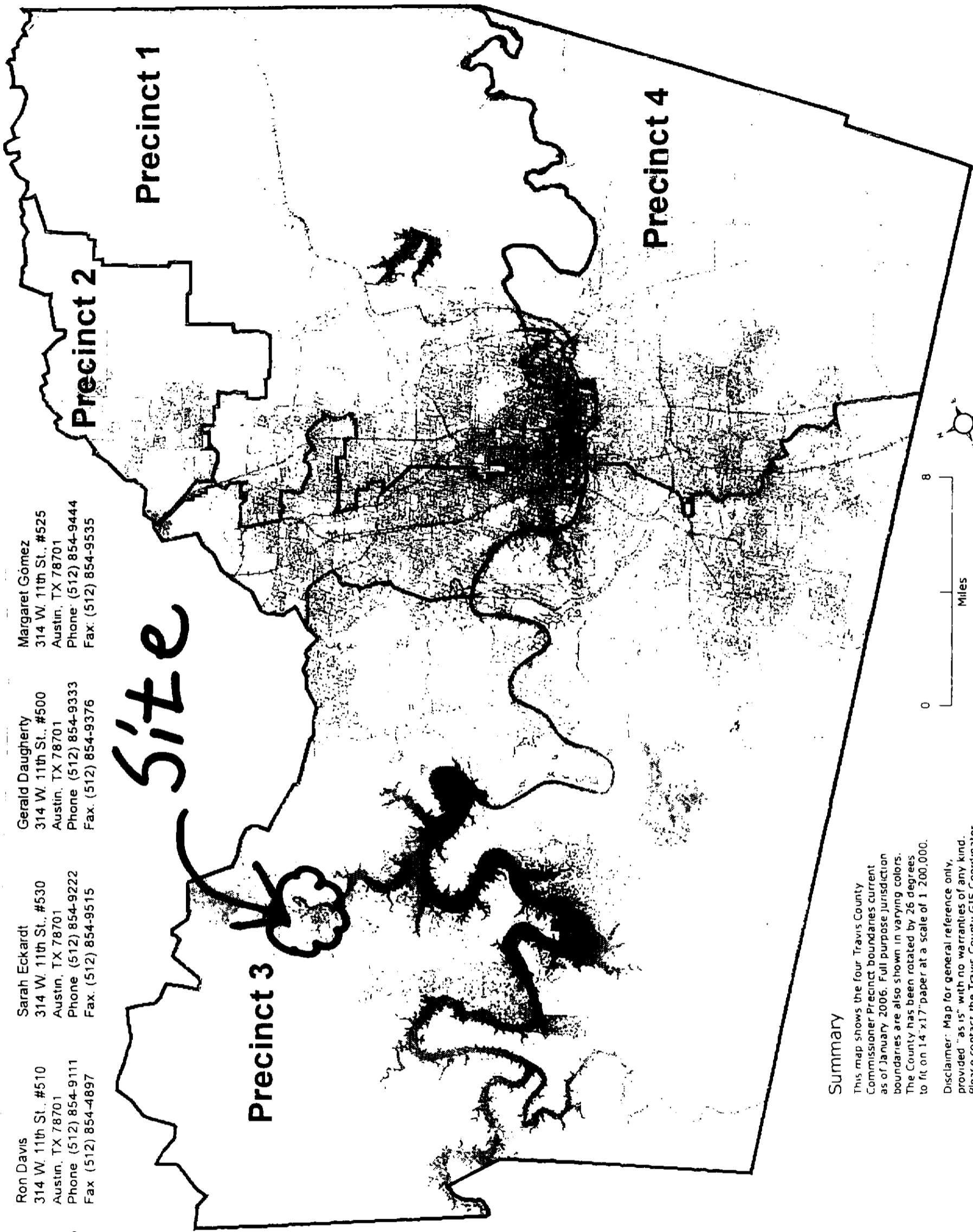
Ron Davis
 314 W. 11th St., #510
 Austin, TX 78701
 Phone (512) 854-9111
 Fax (512) 854-4897

Sarah Eckardt
 314 W. 11th St., #530
 Austin, TX 78701
 Phone (512) 854-9222
 Fax (512) 854-9515

Gerald Daugherty
 314 W. 11th St., #500
 Austin, TX 78701
 Phone (512) 854-9333
 Fax (512) 854-9376

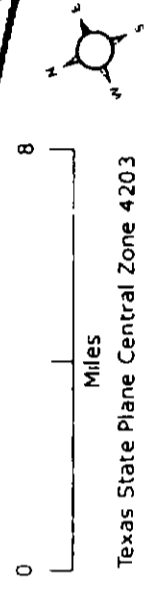
Margaret Gómez
 314 W. 11th St., #525
 Austin, TX 78701
 Phone (512) 854-9444
 Fax (512) 854-9535

Site



- Legend**
- Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3
 - Precinct 4
 - Railroad
 - Water Body
 - Creek
 - City of Austin
 - Full Purpose Jurisdiction
 - Municipal Jurisdiction
 - Bee Cave Village of
 - Brazhiff Village of
 - Cedar Park City of
 - Creedmoor Village of
 - Elgin City of
 - Jonestown City of
 - Lake Vista City of
 - Lubbock City of
 - Leander City of
 - Murphy City of
 - Mountain Ridge Village of
 - Blumerville City of
 - Plant Venture Village of
 - Rollingwood City of
 - Round Rock City of
 - San Leanna Village of
 - Sunset Valley City of
 - The Hills Village of
 - Volente Village of
 - Webbville Village of
 - West Lake Hills City of
 - State Maintained Incorporated
 - Travis County Maintained
 - Not Maintained
 - Private
 - Rejection of Dedication
 - Undedicated Private

Summary
 This map shows the four Travis County Commissioner Precinct boundaries current as of January 2006. Full purpose jurisdiction boundaries are also shown in varying colors. The County has been rotated by 26 degrees to fit on 14"x17" paper at a scale of 1:200,000.
 Disclaimer: Map for general reference only, provided "as is" with no warranties of any kind. Please contact the Travis County GIS Coordinator for questions or corrections at (512) 854-7641.



EDITION # 2 - TNR

Travis County
 Transportation &
 Natural Resources
 January 12, 2007
 www.co.travis.tx.us/mnps



Travis County Commissioner Precincts

Data Source(s) Roads E911 March '06,
 SH130-InterStar Infrastructure Dec. '05,
 Jurisdiction - Travis County March '06,
 Commissioner Precincts - Travis County
 Voter Registrar Oct. 2002.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: N/A

File: General \ Court Backup

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

DATE: June 13, 2008

SUBJECT: Temporary Use of Rusk Building for the ATF investigation

Proposed Motion:

Consider and take appropriate action on request to ratify decision to authorize (ATF) team to use County owned property to conduct arson investigation.

Summary and Staff Recommendation:

Facilities Management Department recommends approval of a request from ATF agents to use the Rusk Building on a temporary basis to conduct their Governor's Mansion arson investigation.

ATF agents wish to continue to use the new county property at 910 Lavaca, Rusk Building, on a temporary basis thru Friday, June 20, 2008. This property is ideally suited for their investigative needs due to building layout, furnishings and close proximity to the crime scene. ATF agents have numerous witnesses to interview and the use of this facility will assist in their investigative efforts. ATF agents have promised to clean up after the conclusion of their investigation and have expressed sincere appreciation for Travis County's efforts to accommodate them.

Budgetary and Fiscal Impact:

None

Background:

ATF agents were looking for a place to conduct their investigation. They contacted Lt. Wes Priddy of TCSO and in turn contacted Facilities Management Department for permission to use the Rusk Building on a temporary basis for two days. Permission was granted for two days. Now the ATF agents wanted to use the building thru Friday, June 20, 2008.

Required Authorizations:

Legal: N/A

Purchasing: N/A

Budget: N/A

A3

Travis County Commissioners Court Agenda Request

Voting Session June 17, 2008 Work Session _____
(Date) (Date)

I. Request made by:

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

Proposed Motions

DISCUSS AND TAKE APPROPRIATE ACTION ON FY 08 JOB ANALYSIS PROJECT RESULTS, RECOMMENDATIONS AND OTHER COMPENSATION RELATED ITEMS:

- A. Classified Job Titles, Pay Grades, FLSA Designations for Job Families including Courts – Senior and Middle Management – Professional Support – Training, Education and instruction – Reproduction – Public Information – Human Resources – Information Technology _ Special Projects/Elections;
- B. Cost to Implement Classified Job Analysis Project Results including Green-Circled Slots and General Market Adjustment; *and*
- C. Livable Wage Rate .

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

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.

II. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)

RECEIVED
COUNTY JUDGE'S OFFICE
08 JUN 13 PM 4:26

Travis County Bee Cave Road District No. 1 Agenda Request

1

Voting Session 06/17/08

Work Session _____

(Date)

1. A. Request made by: Commissioner Daugherty and County Attorney (JH) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on an Agreement between City of Bee Cave and Travis County Bee Cave Road District No. 1 Concerning Bee Cave Parkway. (Executive Session pursuant to Tex. Gov't. Code §551.071 and §551.072).

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

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

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Mr. Joe Gieselman, Exec. Mgr., TNR 854-9383
- Ms. Carol Joseph, TNR 854-9383
- Ms. Sharlene Collins, Atty., Armbrust & Brown 435-2300
- Ms. Kimberly Beckham, Atty., Armbrust & Brown 435-2300
- Mr. W. Glenn Opel, Atty., Vinson & Elkins 542-8429
- Mr. John C. Hille, Jr., Dir., Trans. Div., TCAO 854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item budget
 Grant

Human Resources Department (473-9165)
 A change in your department's personnel (reclassification, etc.)

Purchasing Office (473-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
 Contract, Agreement, Policy & Procedure

RECEIVED
 COUNTY JUDGE'S OFFICE
 08 JUL 13 AM 10:59

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.

**AGREEMENT BETWEEN
CITY OF BEE CAVE AND
TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1
CONCERNING BEE CAVE PARKWAY**

This Agreement between City of Bee Cave and Travis County Bee Cave Road District No. 1 Concerning Bee Cave Parkway is entered into by and between City of Bee Cave ("City"), a municipality located within Travis County, Texas, and Travis County Bee Cave Road District No. 1 ("Road District"), a road district created pursuant to Chapter 257 of the Texas Transportation Code, the City and the Road District sometimes being collectively referred to as the "Parties."

RECITALS

1. On September 19, 2006, the Commissioners Court of Travis County, Texas created the Road District pursuant to an Order attached hereto as Exhibit "A" and incorporated herein.

2. On October 31, 2006, the Road District and Hill Country Galleria, L.P., which owns a majority of the property located within the boundaries of the Road District, entered into that certain Road District Operations Agreement ("Operations Agreement") attached hereto as Exhibit "B" and incorporated herein for all purposes, under which the parties thereto set forth their agreement for the construction, financing, ownership and maintenance of certain road improvements, including the Bee Cave Parkway, generally depicted on Exhibit "C" and attached hereto and incorporated herein for all purposes.

3. The Road District has agreed, under certain conditions, in the Operations Agreement to issue up to \$15,000,000 in bonds to reimburse Hill Country Galleria, L.P. for the costs of road improvements, including the Bee Cave Parkway. The Road District desires to insure that road improvements financed with public funds through the issuance of bonds remain public roadways available for the benefit of the public at large.

4. The Operations Agreement requires that there be execution by the City of an agreement with the District acknowledging that the City cannot abandon, vacate, or permanently close Bee Cave Parkway without the consent of the Road District in its capacity as owner of the abutting land pursuant to Section 311.008 of the Texas Transportation Code.

5. The Road District is an owner of land abutting the Bee Cave Parkway; a copy of the warranty deed conveying such abutting land to the Road District is attached hereto as Exhibit "D".

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the parties hereto agree:

1. The above Recitals are hereby made a part of this Agreement.

2. The City recognizes that the Road District is an abutting landowner as for purposes of Section 311.008, Texas Transportation Code, and that pursuant to Section 311.008, the City may not vacate, abandon or permanently close the Bee Cave Parkway without a petition signed by all of the owners of the real property abutting the Bee Cave Parkway, including the Road District.

3. Nothing herein shall be interpreted or construed to preclude the City of Bee Cave from temporarily closing Bee Cave Parkway in emergencies or for any governmental purpose so long as the closure does not constitute a vacation, abandonment or closure requiring a signed petition by abutting landowners pursuant to Section 311.008 of the Texas Transportation Code.

4. This Agreement shall be effective as of the date that it is executed by both Parties.

TRAVIS COUNTY BEE CAVE ROAD
DISTRICT NO. 1

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

CITY OF BEE CAVE

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this _____ day of _____, 2008 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said subdivision.

(SEAL)

Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2008
by _____, _____ of The
City of Bee Cave, Texas, a Texas municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public Signature

After Recording, Return to:

Bickerstaff Heath Delgado Acosta, LLP
816 Congress Ave., Suite 1700
Austin, Texas 78701
Attn.: Patty Akers

After Recording, Return to:

Bickerstaff Heath Delgado Acosta, LLP
816 Congress Ave., Suite 1700
Austin, Texas 78701
Attn.: Patty Akers

EXHIBIT A

CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on November 27, 2007. The following Item was considered:

29. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CORRECTING A CLERICAL ERROR IN AN ORDER OF THE COMMISSIONERS COURT CREATING AND ESTABLISHING THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 (GALLERIA). (9:40 AM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 29.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	abstain
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that Commissioner Eckhardt abstained, as she was not a member of the Commissioners Court at the time of the creation of the Travis County Bee Cave Road District No. 1 (Galleria).

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 4th day of December, 2007.



DANA DeBEAUVOIR
County Clerk and Ex-Officio Clerk
of the Commissioners' Court of
Travis County, Texas

By: Gillian Porter
Gillian Porter, Deputy

NUNC PRO TUNC ORDER
OF THE TRAVIS COUNTY COMMISSIONERS COURT
CORRECTING CLERICAL ERROR

On September 19, 2006, the Commissioner's Court adopted and passed an order creating and establishing the Travis County Bee Cave Road District No. 1. Attached to that Order, as Exhibit A (made up of Exhibits A-1, A-2, and A-3), was a description of the property. Since that time, it has come to be known that a second Exhibit A containing a similar but incorrect copy of that property description was attached to the Order through a clerical error.

It is necessary to correct the clerical error made when the order was adopted and passed by the Commissioner's Court to reflect the intent of the Commissioner's Court.

IT IS THEREFORE ORDERED that the second Exhibit A containing the similar but incorrect copy of the description of the property (comprising of an Exhibit A and Exhibits A-1, A-2, and A-3) be disjoined from the original Order, and that the County Clerk enter this Order in accordance with the Order as made on September 19, 2006, to rectify the clerical error.

Date of Order: 11-27-07

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Samuel T. Biscoe, County Judge

FILED
37 DEC '07 AM 7:01
COUNTY CLERK
TRAVIS COUNTY, TEXAS

abstain
Ron Davis
Commissioner, Precinct 1

Abstained
Commissioner, Precinct 2

Gerald Daugherty
Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Margaret Gomez
Commissioner, Precinct 4

I, Dana DeBeauvoir, County Clerk, Travis County,
do hereby certify that this is a true and
correct copy as same appears of record in my office
this _____ day of _____, 2007.
Dana DeBeauvoir, County Clerk

DEC 4 2007
Gillian Porter
G. Porter

EXHIBIT B

ROAD DISTRICT OPERATIONS AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between Travis County Bee Cave Road District #1, organized pursuant to the provisions of Article III, Section 52 of the Texas Constitution and Chapter 257, Transportation Code, as amended, and Chapter 1471, Government Code, as amended (the "District"), acting by and through its duly authorized governing body, the Travis County Commissioners Court ("Commissioners Court"); and Hill Country Galleria, L.P., a Delaware limited partnership, (the "Property Owners").

RECITALS

WHEREAS, the District was created for the purpose of constructing, acquiring by purchase, maintaining, operating, and/or reimbursing the costs of construction of roadway and related drainage facilities or in aid of these purposes to areas within and outside its boundaries in accordance with applicable law; and

WHEREAS, Section 2.78 of the Travis County Road District Policy and Procedure provides that the Commissioners Court may, and the Commissioners Court has elected to, require that the Property Owners enter into an operations agreement with respect to the District; and

WHEREAS, the Property Owners are constructing a development project on land that the Property Owners own in Travis County ("the Property"), which is more particularly described in Exhibit A; and

WHEREAS, the Property Owners, at their own cost and expense are constructing the District roadway and drainage facilities as shown on Exhibit B ("Road Improvements") and, as of the date of this Agreement, such Road Improvements are not open for public use and have not been accepted by the District or Travis County; and

WHEREAS, the District has not yet deemed the sale of Bonds practicable and no Bonds have yet been issued; and

WHEREAS, the District and the Property Owners desire to set forth their agreement for the reimbursement for funds expended for the construction of the Road Improvements;

NOW, THEREFORE KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the parties hereto hereby contract and agree as follows:

hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II
REIMBURSEMENT PRICE

2.01 Terms for Reimbursement by District. The District hereby agrees to pay the Property Owners the reasonable actual costs of construction of the Road Improvements, including engineering, legal, financing, and other expenses incident to the construction, but in no event to exceed the replacement cost of the Road Improvements as determined by the Commissioners Court ("Reimbursement Price"), subject to each of the following conditions or limitations:

- (a) All conditions under Paragraph 3.01 must have been met.
- (b) The Reimbursement Price shall not exceed Eleven Million Nine Hundred Forty Four Thousand Eight Hundred Thirty Five Dollars (\$11,944,835).
- (c) Reimbursement of financing costs shall be limited to not more than two (2) years of such costs beginning from the date of opening of the Road Improvements, and shall be reimbursed at the lower of either the Property Owners' actual interest rate paid or the interest rate payable on the Bonds that are issued and sold to reimburse the financing costs.
- (d) The following costs related to the Road Improvements shall not be reimbursable:
 - (i) New or upgraded utilities.
 - (ii) Landscaping, irrigation, lighting, or any other work outside of the right of way.
 - (iii) Non-road related drainage facilities.
 - (iv) Any cost not reimbursable by law.
 - (v) Any costs for which the Property Owners do not provide proof acceptable to the District in form and content that the cost was reasonable and actually paid by the Property Owners for construction of the Road Improvements.

2.02 Payment of Reimbursement Price. The Reimbursement Price shall be payable solely from the proceeds of Bonds issued by the District for such purpose. The District reserves the right to issue Bonds for such purpose in one or more installments at the sole discretion of the District. The Reimbursement Price shall be due and payable within a reasonable time after the District's receipt of

Bond proceeds. If the District elects to issue Bonds in increments rather than in a single sale, the District may pay the Reimbursement Price in increments as the Bonds are issued.

2.03 Tax Delinquency. If the Property Owner is delinquent in payment of property taxes owed to the County or any other taxing jurisdiction to which the Travis County Tax Assessor-Collector is obligated to collect taxes on any real property owned by the Property Owner at the time of invoicing, the Property Owner hereby assigns any payment to be made to it, its assignee or successor in interest, under this Agreement to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

ARTICLE III

OBLIGATIONS

3.01 Conditions to District's Obligations. The obligation of the District to pay the Reimbursement Price is subject to the satisfaction of each of the following conditions:

- (a) Completion of construction of the Road Improvements and the Property Owners' development project.
- (b) Approval of construction of the Road Improvements by the Design Engineer and the entity that will maintain and have jurisdiction over the Road Improvements, receipt by such entity of any performance bond or its equivalent for the Road Improvements, and acceptance of the Road Improvements for maintenance by such entity.
- (c) Submission of proof of payment by the Design Engineer and Contractor for all work related to the Road Improvements, acceptable to the District in form and content.
- (d) Conveyance to the District of fee simple title to the following land free and clear of any encumbrances reasonably objectionable to the District:
 - (i) The right of way for Galleria Parkway, subject to a dedication of the right of way to the City and/or public for public road purposes; and
 - (ii) A strip of land abutting the right of way of Galleria Parkway sufficient in the District's opinion to entitle the District to enjoin abandonment, vacation, or closure of Galleria Parkway. The strip shall be made subject to an easement allowing ingress and egress in favor of the Property and requiring landscaping and maintenance of the strip by the Property Owners.

- (e) Execution by the City of an agreement with the District acknowledging that the City cannot abandon, vacate, or close Galleria Parkway without the consent of the District in its capacity as owner of the abutting land conveyed under Paragraph 3.01(d)(ii) above.
- (f) The Property Owners request reimbursement in an amount that neither:
 - (i) requires issuance and sale of more than Fifteen Million Dollars (\$15,000,000) in Bonds under Paragraph 3.01(g); nor
 - (ii) results in a projected tax rate of more than Fifty Cents (\$.50) per One Hundred Dollars (\$100) assessed valuation at the time of issuance of the Bonds based on then-current assessed values.
- (g) The issuance and sale of Bonds by the District on terms satisfactory to the District and in an amount sufficient to pay the Reimbursement Price and issuance and other costs of the Bonds, acknowledging that no Bonds will be issued until the District receives the recommendation of its financial advisor that the sale and amount of the Bond issue is feasible and prudent based on a number of considerations including, without limitation, the overlapping tax rate, tax collections history, percentage of collections, and assessed valuation to debt.
- (h) A finding by the District that, in the opinion of the District, reimbursement is reasonable and practicable in light of other obligations outstanding and needs required for the District and the County. In no event shall the District make reimbursement to any party on an Operations Agreement which was executed subsequent to the effective date of this Agreement, prior to reimbursement of the Property Owners pursuant to this Agreement.
- (h) The representations, warranties, and findings in Article IV are true and correct as of the date of reimbursement.

3.02 Property Owners' Obligations. To the extent that the ongoing annual administrative costs and expenses of the District that are incurred either by the District or the County after creation of the District are not reimbursed by bond proceeds, the Property Owners shall reimburse the District or County for such costs and expenses on an annual basis within thirty (30) days of submission of an invoice by the District or the County. Alternatively, the District may elect to impose a maintenance tax to reimburse such costs and, if such a tax is imposed, the Property Owners shall be relieved of the obligation to reimburse such costs.

3.03 Cost of Improvements to be Funded by Property Owner. The Property Owner shall promptly pay the costs of the Road Improvements as the

same become due, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Road Improvements; all payments arising under any contracts entered into for the construction of the Road Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as part of the construction of the Road Improvements. The District shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Road Improvements, but shall only be obligated to reimburse the Property Owner in the manner and to the extent provided in Article II of this Agreement.

3.04 Timing of Construction. It is understood and acknowledged that the Road Improvements are currently under construction and that the construction contract for Galleria Parkway was approved by Travis County on May 16, 2006. It is further understood and acknowledged that the improvements to Highway 71 have been funded by Property Owner through a payment of Six Million Eight Hundred Thousand Dollars (\$6,800,000) to the Texas Department of Transportation ("TXDOT") and that TXDOT is constructing the improvements to Highway 71. It is anticipated by the Property Owner that construction on both roadways will be completed prior to December 31, 2007.

3.05 Construction of Road Improvements. All Road Improvements will be constructed in a good and workmanlike manner in accordance with the ordinances, rules, and regulations of the County, and all other applicable regulatory agencies.

3.06 Continuing Securities Disclosure. The Property Owner agrees to provide periodic information and notices of material events regarding the Property Owner's development within the District in accordance with the Securities and Exchange Commission Rule 15c2-12 and to cooperate with the District, and provide and certify to the District such information, financial or otherwise as the District may request, in connection with the preparation of disclosure documents relating to Bonds issued by the District to fund the Reimbursement Price.

3.07 Notice of District. The Developer covenants to provide notice to anyone that purchases land within the District of its existence and ability to issue Bonds (similar to the notice given regarding the existence of municipal utility districts).

3.08 Violation of this Agreement. In the event that the Property Owner or its respective successors or assigns fails to abide by the terms of this Agreement, a copy of this Agreement and evidence of violation of this Agreement shall be sufficient evidence and confession of judgment at an injunction hearing.

ARTICLE IV

REPRESENTATIONS, WARRANTIES, AND FINDINGS

4.01 Award of Contracts. The Property Owners hereby represent and warrant to the District, and the Commissioners Court finds, that the Road Improvements were constructed as a result of the award of contracts in substantial conformity with the bid procedures applicable to the County.

4.02 Standards. The Property Owners hereby represent and warrant to the District, and the Commissioners Court finds, that the Road Improvements have been designed and constructed in accordance with road standards and regulations equivalent or superior to those of the County.

4.03 Opening or Acceptance of Road. The Property Owners hereby represent and warrant to the District, and the Commissioners Court finds, that the Road Improvements have not been opened for public use or accepted by official action by a governmental entity prior to the execution of this Agreement.

4.04 Replacement Cost. The Property Owners hereby represent and warrant to the District, and the Commissioners Court finds, the Reimbursement Price recited in Article III of this Agreement does not exceed the replacement cost of the Road Improvements.

4.05 Payment for Work. The Property Owners hereby represent and warrant to the District that all debts and obligations for work related to the Road Improvements will be paid by the Property Owners.

ARTICLE V

INDEMNIFICATION BY PROPERTY OWNERS

5.01 Indemnity. The Property Owners shall defend, indemnify, and hold the District, the County, the Commissioners' Court, and all other County officers, employees, and agents harmless from all losses, costs, liabilities, or damage (hereinafter collectively referred to as "Losses") of whatever nature, including but not limited to attorneys' fees, costs of litigation, court costs, amounts paid in settlements and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action, or other legal action or proceeding either brought against the District, the County, the Commissioners' Court, or other County officers, employees, or agents or to which any of them may be a party, even if groundless, false, for fraudulent, directly or indirectly resulting or arising from creation or administration of the District, the offering or issuance of Bonds, reliance upon the warranties in Article IV, purchase of or reimbursement of the costs of the Road Improvements, or negligence in design, construction, or maintenance of the Road Improvements, including claims for wrongful death,

bodily injury or property damage, whether such action or claim is wholly or partially the fault of a Property Owner. If any action is brought against the District, the County, the Commissioners' Court, or other County officers, employees, or agents in which indemnification by the Property Owners is applicable, the indemnitees shall promptly give written notice to the Property Owner and the Property Owner shall assume the investigation and defense of such action, including the employment of counsel and the payment of all expenses. The District, the County, the Commissioners' Court, and all other County officers, employees, and agents shall have the right at their expense to employ separate counsel and to participate in the investigation and defense of any such action. The Property Owners shall not be liable for the settlement of any such action made by the District, the County, the Commissioners' Court, or other County officers, employees, or agents without the Property Owners' consent, provided that in the event of any settlement entered into with the consent of the Property Owners of any final judgment for a plaintiff in any such action, the Property Owner shall indemnify and hold the District, the County, the Commissioners' Court, and all other County officers, employees, and agents harmless from and against any Losses incurred by reason of such settlement or judgment. The expiration of this Agreement shall not relieve the Property Owner from any liability initiated hereunder arising prior to the expiration of this Agreement.

5.02 Notice. The District, County and/or the Commissioners' Court shall provide written notice to the Property Owners of any claim to which this Article V may apply. The parties agree that the Property Owners shall be permitted to participate in the defense of the District, County and/or the Commissioners' Court in such claims. The Property Owners shall not be liable hereunder for any settlement of such claims entered into by the District, County or the Commissioners' Court without the Property Owners' written approval.

ARTICLE VI

REPRESENTATIONS

6.01 Authority. Each party hereby represents to the other parties that the execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by such party.

ARTICLE VII

NO OBLIGATION TO SELL BONDS

7.01 District's Discretion. The Parties acknowledge and agree that the execution of this Agreement by the District does not constitute any obligation on the part of the District to sell Bonds until the District, at its sole discretion, deems Bond sale reasonable and practicable. The District retains complete discretion to determine whether to sell Bonds and, if and when Bonds are sold, to

determine amounts, increments, timing, maturity, structure, methods, participants, and other terms of the Bonds.

ARTICLE VIII

REMEDIES

8.01 Default by Property Owners. In the event of default by a Property Owner hereunder, the District shall have the right:

- (a) To terminate this Agreement by sending written notice of termination to the Property Owners;
- (b) To pursue all other legal or equitable remedies; and
- (c) To recover from Property Owners all expenses incurred in pursuing its legal rights and remedies hereunder, including reasonable attorneys' fees.

8.02 Default by the District. In the event of default by the District hereunder, the Property Owners shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the District and its officers to observe and perform any ministerial covenants, obligations and conditions hereof; to seek all other legal or equitable remedies and to recover all expenses incurred in pursuing their legal rights and remedies hereunder, including reasonable attorneys' fees.

ARTICLE IX

MISCELLENEOUS PROVISIONS

9.01 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and will be deemed to be delivered and received when deposited in the United States Mail (certified or registered mail, return receipt requested), delivered to Federal Express or similar entity for courier delivery, or delivered to a telegraph company for delivery as a telegram, delivery charges prepaid, or personally delivered and properly addressed to the parties at their respective addresses set forth as follows:

Property
Owners: Hill Country Galleria, L.P.
c/o Opus West Corporation
101 East Old Settlers Boulevard, Suite 230
Round Rock, Texas 78664

with copy to: Sharlene N. Collins

Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

District: Honorable Samuel T. Biscoe (or his successor in office)
P. O. Box 1748
Austin, Texas 78767

with copy to: Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 163.1927

or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

9.02 Invalid Provision. If, for any reason, any clause, sentence, provision, paragraph or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or ineffective, such judgment shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective and shall not affect the validity of the remainder of this Agreement in any other manner. Notwithstanding anything in this Agreement to the contrary, if a judgment declaring any provision of this Agreement invalid, illegal or ineffective prevents the reimbursement of the Property Owners for the Road Improvements under this Agreement, the Property Owners shall retain all legal rights it may have, whether at law or in equity, to seek reimbursement for the Road Improvements.

9.03 Time of the Essence. Time shall be of the essence in the performance of the parties respective duties, covenants and responsibilities created by this Agreement.

9.04 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

9.05 Saturday or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which

financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

9.06 Recitals and Exhibits. All recitals and all schedules and Exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

9.07 Remedies Cumulative. All of the rights and remedies of any party under this Agreement are intended to be distinct, separate and cumulative and no such right or remedy herein mentioned is intended to be in exclusive of or a waiver of any of the others unless expressly so provided.

9.08 Multiple Originals. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time it executes a copy hereof. In like manner, from and after the time that any party executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document shall be binding upon such parties.

9.09 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas and shall be performable, and venue shall lie, in Travis County, Texas.

9.10 Force Majeure. If the District is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of the District, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period.

9.11 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein and no other agreements, statement or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent or employee of Travis County, Texas, has any authority to modify this contract except pursuant to express authority to do so granted by the Commissioners' Court of Travis County, Texas.

9.12 Default. Before attempting to terminate or pursue any other remedy for default, the Party alleging the default shall notify the other Parties in writing of the nature of and the means of curing the default. No Party may terminate or pursue any other remedy for a default under this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement that remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, they shall be entitled to specific performance of this Agreement.

9.12 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns and constitutes a covenant running with the Property. Any Party may record this Agreement or a memorandum of this Agreement in the Official Public Records of Travis County. No party may assign any rights under this Agreement without the written consent of the other parties.

9.13 Execution of Further Instruments. The Parties shall execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

THIS AGREEMENT IS ENTERED into on this the 31st day of October, 2006.

DISTRICT:

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

PROPERTY OWNERS
HILL COUNTRY GALLERIA, L.P.
a Delaware limited partnership
By: OWC Hill Country, Inc.
a Delaware corporation,
its general partner

By: [Signature]
Name: JOHN W. GREER
Title: VICE PRESIDENT
Date: 10/02/06

CONSENT OF LIENHOLDER

LaSalle Bank, National Association, hereby consents to and subordinates its lien and security interests in the Property to the encumbrances created by this Agreement.

LASALLE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Don Broderick
Title: FVP
Date: 10-5-06

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31st day of October, 2006, by Samuel T. Biscoe, County Judge.

[Signature]
NOTARY PUBLIC, State of Texas

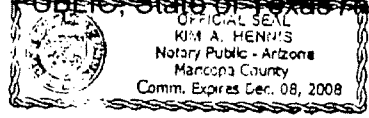
THE STATE OF ~~TEXAS~~ ^{ARIZONA} §
 §
COUNTY OF ~~TRAVIS~~ ^{MARICOPA} §



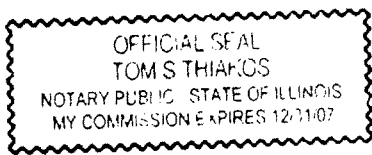
This instrument was acknowledged before me on the 2 day of October, 2006, by John W. Greer, Vice President, of Hill Country Galleria, L.P., a Delaware limited partnership.
↳ LOWE Hill Country, Inc., as general partner of

[Signature]
NOTARY PUBLIC, State of Texas ^{ARIZONA}

THE STATE OF ~~TEXAS~~ ^{ILLINOIS} §
 §
COUNTY OF ~~TRAVIS~~ ^{Will} §



This instrument was acknowledged before me on the 5 day of OCTOBER, 2006, by DON BRODERICK, FVP, of LaSalle Bank, National Association, a _____.



[Signature]
NOTARY PUBLIC, State of Texas ^{ILLINOIS}

EXHIBIT "A"

144.573 Acres

consisting of the real property described in Exhibit "A-1" attached hereto, SAVE AND EXCEPT 9.118 acres described in Exhibit "A-2" attached hereto, and SAVE AND EXCEPT 2.398 acres described in Exhibit "A-3" attached hereto.

Exhibit A-1

DESCRIPTION OF A 156.089 ACRE TRACT PREPARED BY DELTA SURVEY GROUP, INC. AND LOCATED IN THE A. ZILLER SURVEY NUMBER 2 ABSTRACT 2529, THE JAS. G. SWISHER SURVEY NUMBER 152 ABSTRACT NUMBER 691, THE WILLIAM P. MOORE SURVEY NUMBER 525 ABSTRACT NUMBER 557, THE ORRAN WADE SURVEY NUMBER 540 ABSTRACT NUMBER 811, AND THE JOHN HOBSON SURVEY NUMBER 527 ABSTRACT NUMBER 387, TRAVIS COUNTY, TEXAS, AND BEING THE REMAINDER OF A 114.658 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P. AND DESCRIBED IN DOCUMENT NUMBER 2005195581, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING ALL OF A 31.906 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P. AND DESCRIBED IN DOCUMENT NUMBER 2005195583, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING THE REMAINDER OF A 1.955 ACRE TRACT AND ALL OF A 0.455 ACRE TRACT, CONVEYED TO HILL COUNTRY GALLERIA, L.P. AND DESCRIBED IN DOCUMENT NUMBER 2005195584, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING ALL OF A 0.266 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P. AND DESCRIBED IN DOCUMENT NUMBER 2005195586, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF A 3.589 ACRE TRACT, CONVEYED TO HILL COUNTRY GALLERIA, L.P. AND DESCRIBED IN DOCUMENT NUMBER 2005195585 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF TROUBLEMAKER SECTION ONE, A SUBDIVISION OF RECORD IN VOLUME 103, PAGE 74, PLAT RECORDS, TRAVIS COUNTY, TEXAS. SAID 156.089 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the north right-of-way (ROW) line of Bee Caves Road (R.M. 2244), (ROW varies), same being the southeast corner of said 114.658 acre tract, also being the southwest corner of Bee Caves Plaza, Section Two, a subdivision of record in Document Number 199900247, Official Public Records, Travis County, Texas, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE with the north ROW line of said Bee Caves Road, same being the south line of said 114.658 acre tract the following four (4) courses and distances:

1. S89°30'01"W, a distance of 80.15 feet to a TXDOT concrete monument found,

2. S89°49'16"W, a distance of 62.18 feet to a TXDOT concrete monument found,
3. S80°34'19"W, a distance of 185.07 feet to a 1/2 inch iron rod with plastic cap found, and
4. N89°43'33"W, a distance of 25.52 feet to a TXDOT brass disk in concrete found at the intersection of the north ROW line of said Bee Caves Road and the north ROW line of State Highway 71 (ROW varies), same being a south corner of said 114.658 acre tract

THENCE with the north ROW line of said State Highway 71, same being the south line of said 114.658 acre tract, N66°38'55"W, a distance of 220.65 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found for a south corner of said 114.658 acre tract, same being the southeast corner of The Village at Bee Caves, Phase 1, a subdivision of record in Volume 100, Page 268, Plat Records, Travis County, Texas, also being a point in the north ROW line of said State Highway 71.

THENCE leaving said ROW line and with the east, north, and west lines of said Village at Bee Caves subdivision, same being the south line of said 114.658 acre tract the following three (3) courses and distances:

1. N23°21'07"E, a distance of 261.28 feet to a 1/2 inch iron rod found,
2. N66°37'43"W, a distance of 179.91 feet to a 1/2 inch iron rod found, and
3. S23°21'07"W, a distance of 261.34 feet to a 1/2 inch iron rod with plastic "VARA" cap found in the north ROW line of said State Highway 71, same being the southwest corner of said Village at Bee Caves subdivision, also being a south corner of said 114.658 acre tract.

THENCE with the north ROW line of said State Highway 71, same being the south line of said 114.658 acre tract, the following eight (8) courses and distances:

1. N66°38'55"W, a distance of 606.82 feet to a TXDOT brass disk in concrete found,
2. N35°38'36"W, a distance of 38.26 feet to a TXDOT brass disk in concrete found,
3. N66°40'51"W, a distance of 328.08 feet to a TXDOT brass disk in concrete found,
4. N49°47'50"W, a distance of 102.78 feet to a TXDOT brass disk in concrete found,
5. N66°40'13"W, a distance of 459.16 feet to a TXDOT brass disk in concrete found,
6. N77°51'51"W, a distance of 100.61 feet to a TXDOT brass disk in concrete found,

7. N66°39'08"W, a distance of 426.63 feet to a TXDOT brass disk in concrete found, and
8. N77°08'12"W, a distance of 253.20 feet to a 1/2 inch iron rod found in the east property line of Lot 15, of the Glass-Bohls Subdivision, a subdivision of record in Volume 90, Page 274, Plat Records, Travis County, Texas, same being a southwest corner of said 114.658 acre tract, also being in the north ROW line of said State Highway 71.

THENCE leaving said ROW line and with the east line of said Lot 15, same being a west line of said 114.658 acre tract, N13°22'57"E, a distance of 209.67 feet to a 1/2 inch iron rod found for the northeast corner of said Glass-Bohls Subdivision, same being the south east corner of a 42.929 acre (Remainder) tract conveyed to Baldwin Investments and described in Volume 10846, Page 477, Real Property Records, Travis County, Texas, also being a corner in a southwest line of said 114.658 acre tract.

THENCE with the east, north, and west lines of the said 42.929 acre (Remainder) tract, same being south lines of said 114.658 acre tract, the following three (3) courses and distances:

1. N13°22'11"E, a distance of 141.56 feet to a 1/2 inch iron rod with plastic "VARA" cap found,
2. N76°35'16"W, a distance of 247.99 feet to a 1/2 inch iron rod found, and
3. S13°36'24"W, a distance of 141.65 feet to a 1/2 inch iron rod found for the southwest corner of said 42.929 acre (Remainder) tract, same being the northwest corner of said Lot 15, also being a point in an east line of said 114.658 acre tract.

THENCE with the east line of said 114.658 acre tract, same being the west line of said Lot 15, S13°27'17"W, a distance of 174.90 feet to a 1 inch iron pipe found in the east ROW line of R.M. 620, (ROW varies), same being the southwest corner of said Lot 15, also being a south corner of said 114.658 acre tract.

THENCE with the east ROW line of said R.M. 620, same being a south line of said 114.658 acre tract, N54°32'05"W, a distance of 19.86 feet to a 1 inch iron pipe found in the west ROW line of said R.M. 620, same being the southeast corner of a 0.85 acre tract conveyed to Ethel Hudson Thurman, and described in Volume 2876, Page 554, Deed Records, Travis County, Texas, also being a south corner of said 114.658 acre tract.

THENCE with the west line of the said 114.658 acre tract, same being the east line of said 0.85 acre tract and the east and north lines of a 1.24 acre tract conveyed to Shirley Thurman Grumbles, and described in Volume 13323, Page 1016, Real Property Records, Travis County, Texas, N13°14'26"E, a distance of 418.29 feet to a 1/2 inch iron rod found, for the northeast corner of said 1.24 acre tract, same being a southwest corner of said 114.658 acre tract.

THENCE with a south line of the said 114.658 acre tract, same being the north line of said 1.24 acre tract, N66°47'02"W, a distance of 353.33 feet to a 1/2 inch iron rod found in the east ROW line of said R.M. 620, same being the northwest corner of said 1.24 acre tract, also being a southwest corner of said 114.658 acre tract.

THENCE with the east ROW line of said R.M. 620, same being the west line of said 114.658 acre tract, the following three (3) courses and distances:

1. N15°35'09"W, a distance of 264.34 feet to a TXDOT brass disk in concrete found,
2. N19°46'35"W, a distance of 53.60 feet to a 3/4 inch iron pipe found, and
3. N19°20'10"W, a distance of 38.61 feet to a 3/4 inch iron pipe found in the east ROW line of said R.M. 620, same being a west corner of said 114.658 acre tract, also being an east corner of the Travis County Subdivision No. Two, a subdivision of record in Volume 74, Page 75, Plat Records, Travis County, Texas.

THENCE with the south, east, and north lines of said Travis County Subdivision No. Two, same being west lines of said 114.658 acre tract, the following five (5) courses and distances:

1. N56°11'48"E, a distance of 8.13 feet to a 3/4 inch iron pipe found,
2. S32°51'32"E, a distance of 10.01 feet to a 1/2 inch iron rod found,
3. S47°20'00"E, a distance of 106.22 feet to a 1/2 inch iron rod found,
4. N21°50'40"E, a distance of 582.01 feet to a 1/2 inch iron rod found, and
5. N60°39'51"W, a distance of 359.35 feet to 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in the east line of said 1.955 acre tract, same being the northwest corner of said Travis County Subdivision No. Two, also being the west corner of said 114.658 acre tract.

THENCE with the west line of said Travis County Subdivision No. Two, same being the east line of said 1.955 acre tract, the following two (2) courses and distances:

1. S37°13'35"W, a distance of 42.91 feet to a 1/2 inch iron rod found, and
2. S46°05'26"W, a distance of 265.76 feet to a 1/2 inch iron rod found in the northeast ROW line of said R.M. 620, same being the west corner of said Travis County Subdivision No. Two, also being the southeast corner of said 1.955 acre tract.

THENCE with the north ROW line of said R.M. 620, same being the south line of said 1.955 acre tract, N40°02'34"W, a distance of 60.40 feet to a 1/2 inch iron rod found in the north ROW line of said R.M. 620, same being the southwest corner of said 1.955 acre tract, also being the southeast corner of the remainder of a 5.5 acre tract conveyed to Highland Hills VFW and described in Volume 8218, Page 501, Deed Records, Travis County, Texas.

THENCE with the east line of the remainder of said 5.5 acre tract, same being the west line of said 1.955 acre tract, N44°53'05"E, a distance of 298.91 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in said common line, same being the south corner of a 0.676 acre tract conveyed to Highland Hills VFW and described in Document Number 2005195591, Official Public Records, Travis County, Texas.

THENCE with the southeast line of said 0.676 acre tract, same being a west line of said 114.658 acre tract and the northwest line of the remainder of said 1.955 acre tract, N60°42'58"E a distance of 367.90 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found for the east corner of said 0.676 acre tract.

THENCE with the southwest line of said 3.589 acre tract, the southwest line of said 0.266 acre tract, the southwest line of the remainder of said 1.955 acre tract and the southwest line of the remainder of said 114.658 acre tract, same being the northeast line of a 0.135 acre tract conveyed to Highland Hills VFW and described in Document Number 2005195591, Official Public Records, Travis County, Texas, the northeast line of the remainder of said 5.5 acre tract and the northeast line of said 0.676 acre tract, N29°17'47"W a distance of 532.97 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found for the north corner of said 0.135 acre tract.

THENCE with the west line of said 0.135 acre tract, same being a south line of the remainder of said 3.589 acre tract, S32°43'50"W, a distance of 85.11 feet to a 1 inch iron rod in concrete found in the south line of said 3.589 acre tract, same being the northwest corner of said 5.5 acre tract, also being the east corner of a 6.947 acre tract conveyed to Duane James Terry, and described in Volume 12657, Page 1860, Real Property Records, Travis County, Texas, also being the southwest corner of said 0.135 acre tract.

THENCE with the south and west lines of said 3.589 acre tract, same being the north lines of said 6.947 acre tract, the following two (2) courses and distances:

1. N62°10'44"W, a distance of 237.62 feet to a 1/2 inch iron rod found, and
2. N02°07'31"E, a distance of 189.38 feet to a 1 inch iron rod in concrete found for a south corner of said Troublemaker subdivision, same being the northwest corner of said 3.589 acre tract, also being the northeast corner of said 6.947 acre tract.

THENCE with the south line of said Troublemaker tract, same being the north line of said 3.589 acre tract, S77°02'56"E, a distance of 123.37 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in said common line.

THENCE leaving said common line and crossing said Troublemaker tract the following two (2) courses and distances:

1. With the arc of a curve to the left a distance of 1083.76 feet, through a central

- angle of $65^{\circ}42'33''$, having a radius of 945.00 feet, and whose chord bears $N72^{\circ}04'04''W$, a distance of 1025.34 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found, and
2. $S75^{\circ}04'40''W$, a distance of 31.40 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in the west line of said Troublemaker tract, same being the east line of said R.M. 620.

THENCE with the east ROW line of said R.M. 620, same being the west line of said Troublemaker tract, the following two (2) courses and distances:

1. $N18^{\circ}04'22''W$, a distance of 272.77 feet to a TXDOT type II monument found, and
2. With the arc of a curve to the left a distance of 240.18 feet, through a central angle of $10^{\circ}12'24''$, having a radius of 1348.24 feet, and whose chord bears $N20^{\circ}32'19''W$, a distance of 239.86 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in said ROW line, same being the northwest corner of said Troublemaker tract, also being the southwest corner of an 819.739 acre tract conveyed to the City of Austin and described in Volume 12124, Page 143, Real Property Records, Travis County, Texas.

THENCE with the north line of said Troublemaker tract, same being the south line of said 819.739 acre tract, $N88^{\circ}45'35''E$, a distance of 190.00 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in said common line.

THENCE leaving said common line and crossing said Troublemaker tract the following three (3) courses and distances:

1. $S09^{\circ}31'59''W$, a distance of 208.34 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found,
2. $S18^{\circ}04'22''E$, a distance of 167.41 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found, and
3. With the arc of a curve to the right a distance of 1303.65 feet, through a central angle of $70^{\circ}47'59''$, having a radius of 1055.00 feet, and whose chord bears $S67^{\circ}28'29''E$, a distance of 1222.28 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in the south line of said Troublemaker tract, same being the north line of said 3.589 acre tract.

THENCE with the north line of said 3.589 acre tract, same being the south line of said Troublemaker tract, $S77^{\circ}02'56''E$, a distance of 230.18 feet to a cotton spindle found for the southeast corner of said Troublemaker tract, same being a southwest corner of said 819.739 acre tract, also being a point in the north line of said 3.589 acre tract.

THENCE with the north line of said 3.589 acre tract, same being a south line of said 819.739 acre tract, $S77^{\circ}22'13''E$, a distance of 164.44 feet to a 1/2 inch iron rod found for the northeast corner of said 3.589 acre tract, same being a point in the south line of said 819.739 acre tract, also being the northwest corner of said 0.455 acre tract.

THENCE with the north line of said 0.455 acre tract, same being a south line of said 819.739 acre tract, S76°46'31"E, a distance of 276.72 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in the south line of said 819.739 acre tract, same being the northeast corner of said 0.455 acre tract, also being a northwest corner of the remainder of a 6.009 acre tract conveyed to William J. Maddux and described in Document Number 1999022498, Official Public Records, Travis County, Texas.

THENCE with the east line of said 0.455 acre tract, same being the west line of the said remainder of a 6.009 acre tract the following two (2) courses and distances:

1. S63°22'07"W, a distance of 143.52 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found, and
2. N70°03'44"W, a distance of 137.19 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found.

THENCE with the southeast line of said 0.455 acre tract and the east line of said 3.589 acre tract, same being the west line of the said remainder of a 6.009 acre tract and the west line of the remainder of a 3.984 acre tract conveyed to Driftwood Land Company, Ltd. and described in Document Number 2004039982, Official Public Records, Travis County, Texas, S59°02'55"W, a distance of 262.60 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found.

THENCE with the southeast line of said 3.589 acre tract and the north line of said 1.955 acre tract, same being the west line of the said remainder of a 6.009 acre tract and the west line of the said remainder of a 3.984 acre tract, S29°17'47"E, a distance of 196.22 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found,

THENCE with the north line of the said remainder of a 1.955 acre tract, same being the south line of the said remainder of a 6.009 acre tract the following three (3) courses and distances:

1. N60°42'13"E, a distance of 120.12 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found,
2. S49°44'17"E, a distance of 85.54 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found, and
3. S29°17'47"E, a distance of 175.95 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found in the south line of said 6.009 acre tract, same being a north line of said 114.658 acre tract.

THENCE with the south line of said 6.009 acre tract, same being the north line of said 114.658 acre tract, S77°06'32"E, a distance of 146.00 feet to a 3/4 inch iron pipe found for an east corner of said 6.009 acre tract, same being a point in the west line of a 462.4037 acre tract conveyed to the City of Austin and described in Volume 12396, Page 1204, Real Property Records, Travis County, Texas.

THENCE with the east and north lines of said 114.658 acre tract, same being the west and south lines of said 462.4037 acre tract and a 12.268 acre tract conveyed to the L.C.R.A. and described in Document Number 2001056302, Official Public Records, Travis County, Texas, the following seven (7) courses and distances:

1. S12°35'44"W, a distance of 327.14 feet to a 3/4 inch iron pipe found, and
2. S70°13'01"E, a distance of 1884.98 feet to a 1/2 inch iron rod with plastic cap found,
3. N61°00'54"E, a distance of 196.44 feet to a 1/2 inch iron rod with plastic cap found,
4. N87°33'49"E, a distance of 433.24 feet to a 1/2 inch iron rod found,
5. N65°19'12"E, a distance of 38.74 feet to a 1/2 inch iron rod found,
6. N87°43'36"E, a distance of 647.80 feet to a 1/2 inch iron rod found, and
7. N45°10'09"E, a distance of 75.12 feet to a 1/2 inch iron rod found for the southeast corner of said 462.4037 acre tract, same being a point in the southwest line of Lake Pointe Phase II, a subdivision of record in Volume 97, Page 84, Plat Records, Travis County, Texas, also being the northeast corner of said 114.658 acre tract.

THENCE with the east line of said 114.658 acre tract, same being the southwest line of said Lake Pointe subdivision, S41°11'34"E, a distance of 1845.63 feet to a 1/2 inch iron rod found, in the curving north ROW line of said Bee Caves Road, same being the east corner of said 114.658 acre tract, also being the south corner of said Lake Pointe subdivision.

THENCE with the south line of said 114.658 acre tract, same being the north ROW line of said Bee Caves Road the following two (2) courses and distances:

1. With the arc of a curve to the left a distance of 56.88 feet, through a central angle of 1°38'16", having a radius of 1989.86 feet, and whose chord bears S54°32'33"W, a distance of 56.87 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap found, and
2. S53°43'25"W, a distance of 808.02 feet to a 5/8 inch iron rod found in the north ROW line of said Bee Caves Road, same being the south corner of said 114.658 acre tract, also being the southeast corner of Lot 2, of Bee Caves Plaza Section One, a subdivision of record in Volume 97, Page 106, Plat Records, Travis County, Texas.

THENCE leaving said ROW line and with the east line of said Lot 2, the east line of Lots 1 and 3 of Bee Cave Plaza, Section Four, a subdivision of record in Volume 102, Page 69, of the Plat Records, Travis County, Texas, and the east line of the Juniper Ridge Office Condos as described in Document Number 2001194351, Official Public Records, Travis County, Texas, same being a west line of said 114.658 acre tract, N18°13'50"W, a distance of 1027.22 feet to a 1/2 inch iron rod found.

THENCE with the north line of Lots 3 and 4 of said Bee Cave Plaza, Section Four, same

Hill Country Galleria
156.089 Acres

Page 9 of 9

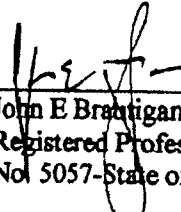
being a west line of said 114.658 acre tract, N44°29'59"W, a distance of 147.70 feet to a 1/2 inch iron rod with plastic "VARA" cap found for a common corner.

THENCE with a south line of said 114.658 acre tract, same being the north line of said Lot 4, Bee Cave Plaza Section Four, Lot 1, of said Bee Cave Plaza Section One, and Bee Cave Plaza Section Three, a subdivision of record in Volume 101, Page 92, Plat Records, Travis County, Texas, S89°40'20"W, a distance of 657.81 feet to a 1/2 inch iron rod found in the east line of said 114.658 acre tract, same being the northeast corner of said Bee Caves Plaza Section Three.

THENCE with an east line of said 114.658 acre tract, same being the west lines of said Bee Caves Plaza Section Three, Lot 1, of Bee Cave Plaza Section Five, a subdivision of Record in Document Number 200000039, Official Public Records, Travis County, Texas, Lot 2-A, of the Resubdivision of Lot 2, Bee Cave Plaza Section Five, a subdivision of Record in Document Number 200200075, Official Public Records, Travis County, Texas and said Bee Cave Plaza Section Two, S10°17'49"E, a distance of 1295.56 feet to the POINT OF BEGINNING and containing 156.089 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September thru November 2004 and updated in August 2005 and December 2005, and is true and correct to the best of my knowledge and belief.



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

2/9/05
Date

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

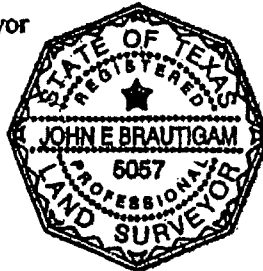


Exhibit A-2

DESCRIPTION OF A 9.118 ACRE TRACT DESCRIBED BY DELTA SURVEY GROUP IN DECEMBER 2005 AND LOCATED IN THE WILLIAM P. MOORE SURVEY NO. 525, ABSTRACT NO. 557, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 114.658 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P., AND DESCRIBED IN DOCUMENT NUMBER 2005195581, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 9.118 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the north ROW line of State Highway 71 (ROW varies), same being a point in the east property line of Lot 15, of the Glass-Bohls Subdivision, a subdivision of record in Volume 90, Page 274, Plat Records, Travis County, Texas, also being a southwest corner of said 114.658 acre tract, for the **POINT OF BEGINNING**.

THENCE leaving said ROW line and with the east line of said Lot 15, same being a west line of said 114.658 acre tract, N13°22'57"E, a distance of 209.67 feet to a 1/2 inch iron rod found for the northeast corner of said Glass-Bohls Subdivision, same being the south east corner of a 42.929 acre (Remainder) tract conveyed to Baldwin Investments and described in Volume 10846, Page 477, Real Property Records, Travis County, Texas, also being a corner in a southwest line of said 114.658 acre tract.

THENCE with the east line of the said 42.929 acre (Remainder) tract, same being a southwest line of said 114.658 acre tract, N13°22'11"E, at a distance of 141.56 feet passing a 1/2 inch iron rod with plastic "VARA" cap found for the northeast corner of said 42.929 acre (Remainder) tract, thence crossing said 114.658 acre tract a total distance of 176.88 feet to a calculated point.

THENCE continuing across said 114.658 acre tract, the following fourteen (14) courses and distances:

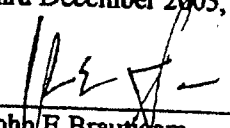
1. N68°32'29"W a distance of 95.48 feet to a calculated point,
2. N65°33'15"W a distance of 66.48 feet to a calculated point,
3. N35°46'28"W a distance of 137.32 feet to a calculated point,
4. With the arc of a curve to the left a distance of 27.52 feet, through a central angle of 21°01'18", having a radius of 75.00 feet, and whose chord bears N46°17'07"W, a distance of 27.36 feet, to a calculated point,
5. With the arc of a curve to the right a distance of 17.96 feet, through a central angle of 3°27'32", having a radius of 297.50 feet, and whose chord bears N55°04'00"W, a distance of 17.96 feet, to a calculated point,
6. With the arc of a curve to the right a distance of 653.76 feet, through a central angle of 125°54'30", having a radius of 297.50 feet, and whose chord bears N09°37'01"E, a distance of 529.93 feet, to a calculated point,

7. N72°34'16"E a distance of 0.22 feet to a calculated point,
8. With the arc of a curve to the right a distance of 255.03 feet, through a central angle of 40°18'32", having a radius of 362.50 feet, and whose chord bears S87°16'28"E, a distance of 249.80 feet, to a calculated point,
9. S67°07'12"E a distance of 261.98 feet to a calculated point,
10. With the arc of a curve to the right a distance of 39.27 feet, through a central angle of 90°00'08", having a radius of 25.00 feet, and whose chord bears S22°07'08"E, a distance of 35.36 feet, to a calculated point,
11. S22°52'50"W a distance of 635.06 feet to a calculated point,
12. S05°21'48"W a distance of 135.00 feet to a calculated point,
13. S22°52'48"W a distance of 116.03 feet to a calculated point, and
14. S12°51'48"W a distance of 150.82 feet to a calculated point in the north ROW line of said State Highway 71, same being the south line of said 114.658 acre tract, from which a TXDoT Type II monument found bears S77°08'12"E a distance of 171.15 feet.

THENCE with the north ROW line of said State Highway 71, same being the south line of said 114.658 acre tract, N77°08'12"W a distance of 82.05 feet to the **POINT OF BEGINNING** and containing 9.118 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam, hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2004 thru December 2005, and is true and correct to the best of my knowledge and belief.



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

12/9/05
Date

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

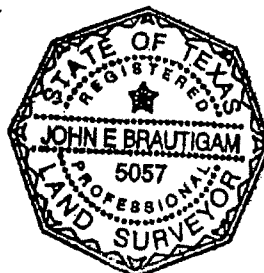


Exhibit A-3

DESCRIPTION OF A 2.398 ACRE TRACT DESCRIBED BY DELTA SURVEY GROUP IN DECEMBER 2005 AND LOCATED IN THE WILLIAM P. MOORE SURVEY NO. 525, ABSTRACT NO. 557, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 114.658 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P., AND DESCRIBED IN DOCUMENT NUMBER 2005195581, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 2.398 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with "VERA" cap found at the southwest corner of The Village at Bee Caves Phase 1, Volume 100 Page 268, of the Plat Records, Travis County, Texas, same being the north line of State Highway 71 (R.O.W. varies), also being a south corner of said 114.658 acre tract, for the **POINT OF COMMENCEMENT**.

THENCE with said common line, the following four (4) courses and distances:

1. N66°38'55"W, a distance of 606.82 feet to a TXDOT Type II concrete monument found,
2. N35°38'36"W, a distance of 38.26 feet to a TXDOT Type II concrete monument found,
3. N66°40'51"W, a distance of 328.08 feet to a TXDOT Type II concrete monument found, and
4. N49°47'50"W, a distance of 56.42 feet to a calculated point, for the **POINT OF BEGINNING**.

THENCE continuing with said common line the following two (2) courses and distances:

1. N49°47'50"W, a distance of 46.36 feet to a TXDOT Type II concrete monument found, and
2. N66°40'13"W, a distance of 28.74 feet to a calculated point in said common line, from which a TXDOT Type II concrete monument found bears, N66°40'13"W, a distance of 430.41 feet.

THENCE leaving said common line and crossing said 114.658 acre tract, the following nineteen (19) courses and distances:

1. N22°52'48"E a distance of 155.23 feet to a calculated point,
2. With the arc of a curve to the left a distance of 23.30 feet, through a central angle of 54°28'56", having a radius of 24.50 feet, and whose chord bears N04°21'41"W, a distance of 22.43 feet to a calculated point,
3. With the arc of a curve to the right a distance of 107.33 feet, through a central angle of 76°23'23", having a radius of 80.50 feet, and whose chord bears N06°35'33"E, a distance of 99.55 feet, to a calculated point,
4. With the arc of a curve to the left a distance of 29.54 feet, through a central angle of 69°04'31", having a radius of 24.50 feet, and whose chord bears N10°14'59"E, a distance of 27.78 feet, to a calculated point,
5. N24°17'16"W a distance of 21.91 feet to a calculated point,
6. With the arc of a curve to the right a distance of 41.57 feet, through a central angle of 47°10'04", having a radius of 50.50 feet, and whose chord bears N00°42'14"W, a distance of 40.41 feet, to a calculated point,
7. N22°52'48"E a distance of 218.91 feet to a calculated point,
8. With the arc of a curve to the left a distance of 38.98 feet, through a central angle of 91°10'10", having a radius of 24.50 feet, and whose chord bears N22°42'17"W, a distance of 35.00 feet, to a calculated point,
9. N22°52'48"E a distance of 26.01 feet to a calculated point,
10. S67°07'12"E a distance of 276.00 feet to a calculated point,
11. S22°52'48"W a distance of 26.01 feet to a calculated point,
12. With the arc of a curve to the left a distance of 38.98 feet, through a central angle of 91°10'10", having a radius of 24.50 feet, and whose chord bears S68°27'53"W, a distance of 35.00 feet, to a calculated point,
13. S22°52'48"W a distance of 246.70 feet to a calculated point,
14. With the arc of a curve to the left a distance of 22.96 feet, through a central angle of 20°23'59", having a radius of 64.48 feet, and whose chord bears S80°40'26"W, a distance of 22.84 feet, to a calculated point,
15. S70°02'52"W a distance of 10.86 feet to a calculated point,
16. With the arc of a curve to the left a distance of 40.25 feet, through a central angle of 66°15'13", having a radius of 34.81 feet, and whose chord bears S36°46'05"W, a distance of 38.05 feet, to a calculated point,
17. With the arc of a curve to the right a distance of 101.76 feet, through a central angle of 72°25'36", having a radius of 80.50 feet, and whose chord bears S41°08'57"W, a distance of 95.12 feet, to a calculated point,

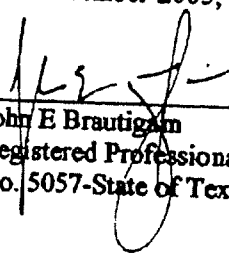
2.398 Acre Tract
Hill Country Galleria

3 of 3

18. With the arc of a curve to the left a distance of 23.30 feet, through a central angle of $54^{\circ}28'57''$, having a radius of 24.50 feet, and whose chord bears $S50^{\circ}07'16''W$, a distance of 22.43 feet, to a calculated point, and
19. $S22^{\circ}52'48''W$ a distance of 169.26 feet to the **POINT OF BEGINNING**, and containing 2.398 acres of land more or less.

BEARING BASIS: State Plane Coordinates, NAD83/HARN, Texas Central Zone

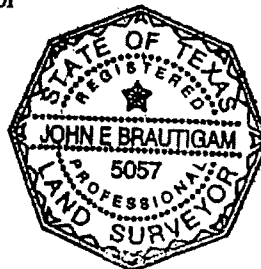
I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2004 thru December 2005, and is true and correct to the best of my knowledge and belief.



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

12/10/05
Date

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745



(Hill Country Galleria, L.P. Property
to be included within
Travis County Road District No. 1)

EXHIBIT "A"

That real property described in Exhibit "A-1" attached hereto, SAVE AND EXCEPT that certain 9.118 acre tract described in Exhibit "A-2" attached hereto, and SAVE AND EXCEPT that certain 2.398 acre tract described in Exhibit "A-3" attached hereto.

Exhibit A-1

LEGAL DESCRIPTION

DESCRIPTION OF A 152.019 ACRE TRACT PREPARED BY DELTA SURVEY GROUP IN AUGUST 2005 AND LOCATED IN THE A. ZILLER SURVEY NUMBER 2 ABSTRACT 2529, THE JAS. G. SWISHER SURVEY NUMBER 152 ABSTRACT NUMBER 691, THE MATTHEW WILLIAMS SURVEY NUMBER 900, ABSTRACT NUMBER 823, THE WILLIAM P. MOORE SURVEY NUMBER 525 ABSTRACT NUMBER 557, THE ORRAN WADE SURVEY NUMBER 540 ABSTRACT NUMBER 811, AND THE JOHN HOBSON SURVEY NUMBER 527 ABSTRACT NUMBER 387, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 31.9094 ACRE TRACT DESCRIBED IN A DEED TO TECHNOLOGY PROPERTIES, INC. AND RECORDED IN VOLUME 12101, PAGE 1883, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING ALL OF A 3.662 ACRE TRACT, THE REMAINDER OF A 66.47 ACRE TRACT, THE REMAINDER OF A 45.760 ACRE TRACT, AND ALL OF A 1.633 ACRE TRACT, ALL BEING CONVEYED TO BALDWIN PROPERTIES, LTD. AND DESCRIBED IN DOCUMENT NUMBER 2002036917, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING ALL OF THE REMAINDER OF BEE CAVES COMMONS, A SUBDIVISION OF RECORD IN VOLUME 88, PAGE 325, OF THE PLAT RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING PORTION OF A 6.009 ACRE TRACT CONVEYED TO WILLIAM J. MADDUX, AND DESCRIBED IN DOCUMENT NUMBER 1999022498, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF A 5.5 ACRE TRACT CONVEYED TO HIGHLAND HILLS VFW, AND DESCRIBED IN VOLUME 8218, PAGE 501, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF A 3.984 ACRE TRACT CONVEYED TO DRIFTWOOD LAND COMPANY, LTD., AND DESCRIBED IN DOCUMENT NUMBER 2004039982, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 152.019 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the north right-of-way (ROW) line of Bee Caves Road (R.M. 2244), (ROW varies), same being the southeast corner of said 66.47 acre tract, also being the southwest corner of Bee Cave Plaza, Section Two, a subdivision of record in Document Number 199900247, Official Public Records, Travis County, Texas, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE with the north ROW line of said Bee Caves Road, same being the south line of said 66.47 acre tract the following four (4) courses and distances:

1. S89°30'01"W, a distance of 80.15 feet to a TXDOT concrete monument found,
2. S89°49'16"W, a distance of 62.18 feet to a TXDOT concrete monument found,

3. S80°34'19"W, a distance of 185.07 feet to a 1/2 inch iron rod with plastic cap found, and
4. N89°43'33"W, a distance of 25.52 feet to a TXDOT brass disk in concrete found at the intersection of the north ROW line of said Bee Caves Road and the north ROW line of State Highway 71 (ROW varies), same being a south corner of said 66.47 acre tract

THENCE with the north ROW line of said State Highway 71, same being the south line of said 66.47 acre tract, N66°38'55"W, a distance of 220.65 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set for a south corner of said 66.47 acre tract, same being the southeast corner of The Village at Bee Caves, Phase 1, a subdivision of record in Volume 100, Page 268, Plat Records, Travis County, Texas, also being a point in the north ROW line of said State Highway 71.

THENCE leaving said ROW line and with the east, north, and west lines of said Village at Bee Caves subdivision, same being the south line of said 66.47 acre tract the following three (3) courses and distances:

1. N23°21'07"E, a distance of 261.28 feet to a 1/2 inch iron rod found,
2. N66°37'43"W, a distance of 179.91 feet to a 1/2 inch iron rod found, and
3. S23°21'07"W, a distance of 261.34 feet to a 1/2 inch iron rod with plastic "VARA" cap found in the north ROW line of said State Highway 71, same being the southwest corner of said Village at Bee Caves subdivision, also being a south corner of said 66.47 acre tract.

THENCE with the north ROW line of said State Highway 71, same being the south line of said 66.47 acre tract, the south line of said Bee Caves Commons, and said 45.760 acre tract, the following eight (8) courses and distances:

1. N66°38'55"W, a distance of 606.82 feet to a TXDOT brass disk in concrete found,
2. N35°38'36"W, a distance of 38.26 feet to a TXDOT brass disk in concrete found,
3. N66°40'51"W, a distance of 328.08 feet to a TXDOT brass disk in concrete found,
4. N49°47'50"W, a distance of 102.78 feet to a TXDOT brass disk in concrete found,
5. N66°40'13"W, a distance of 459.16 feet to a TXDOT brass disk in concrete found,
6. N77°51'51"W, a distance of 100.61 feet to a TXDOT brass disk in concrete found,
7. N66°39'08"W, a distance of 426.63 feet to a TXDOT brass disk in concrete found, and

8. N77°08'12"W, a distance of 253.20 feet to a 1/2 inch iron rod found in the east property line of Lot 15, of the Glass-Bohls Subdivision, a subdivision of record in Volume 90, Page 274, Plat Records, Travis County, Texas, same being a southwest corner of said 45.760 acre tract, also being a corner in the north ROW line of said State Highway 71.

THENCE leaving said ROW line and with the east line of said Lot 15, same being a west line of said 45.760 acre tract, N13°22'57"E, a distance of 209.67 feet to a 1/2 inch iron rod found for the northeast corner of said Glass-Bohls Subdivision, same being the south east corner of a 42.929 acre (Remainder) tract conveyed to Baldwin Investments and described in Volume 10846, Page 477, Real Property Records, Travis County, Texas, also being a corner in a southwest line of said 45.760 acre tract.

THENCE with the east, north, and west lines of the said 42.929 acre (Remainder) tract, same being south lines of said 45.760 acre tract, the following three (3) courses and distances:

1. N13°22'11"E, a distance of 141.56 feet to a 1/2 inch iron rod with plastic "VARA" cap found,
2. N76°35'16"W, a distance of 247.99 feet to a 1/2 inch iron rod found, and
3. S13°36'24"W, a distance of 141.65 feet to a 1/2 inch iron rod found for the southwest corner of said 42.929 acre (Remainder) tract, same being the northwest corner of said Lot 15, also being a point in an east line of said 45.760 acre tract.

THENCE with the east line of said 45.760 acre tract, same being the west line of said Lot 15, S13°27'17"W, a distance of 174.90 feet to a 1 inch iron pipe found in the east ROW line of R.M. 620, (ROW varies), same being the southwest corner of said Lot 15, also being a south corner of said 45.760 acre tract.

THENCE with the east ROW line of said R.M. 620, same being a south line of said 45.760 acre tract, N54°32'05"W, a distance of 19.86 feet to a 1 inch iron pipe found in the west ROW line of said R.M. 620, same being the southeast corner of a 0.85 acre tract conveyed to Ethel Hudson Thurman, and described in Volume 2876, Page 554, Deed Records, Travis County, Texas, also being a south corner of said 45.760 acre tract.

THENCE with the west line of the said 45.760 acre tract, same being the east line of said 0.85 acre tract and the east and north lines of a 1.24 acre tract conveyed to Shirley Thurman Grumbles, and described in Volume 13323, Page 1016, Real Property Records, Travis County, Texas, N13°14'26"E, a distance of 418.29 feet to a 1/2 inch iron rod found, for the northeast corner of said 1.24 acre tract, same being the southeast corner of said 1.633 acre tract, also being in the east line of said 45.760 acre tract.

THENCE with the south line of the said 1.633 acre tract, same being the north lines of said 1.24 acre tract, N66°47'02"W, a distance of 353.33 feet to a 1/2 inch iron rod found in the east ROW line of said R.M. 620, same being the northwest corner of said 1.24 acre tract, also being the southwest corner of said 1.633 acre tract.

THENCE with the east ROW line of said R.M. 620, same being the west line of said 1.633 acre tract and said 45.760 acre tract, the following three (3) courses and distances:

1. N15°35'09"W, a distance of 264.34 feet to a TXDOT brass disk in concrete found,
2. N19°46'35"W, a distance of 53.60 feet to a 3/4 inch iron pipe found, and
3. N19°20'10"W, a distance of 38.61 feet to a 3/4 inch iron pipe found in the east ROW line of said R.M. 620, same being a west corner of said 45.760 acre tract, also being an east corner of the Travis County Subdivision No. Two, a subdivision of record in Volume 74, Page 75, Plat Records, Travis County, Texas.

THENCE with the south, east, and north lines of said Travis County Subdivision No. Two, same being west lines of said 45.760 acre tract, the following five (5) courses and distances:

1. N56°11'48"E, a distance of 8.13 feet to a 3/4 inch iron pipe found,
2. S32°51'32"E, a distance of 10.01 feet to a 1/2 inch iron rod found,
3. S47°20'00"E, a distance of 106.22 feet to a 1/2 inch iron rod found,
4. N21°50'40"E, a distance of 582.01 feet to a 1/2 inch iron rod found, and
5. N60°39'51"W, a distance of 359.35 feet to 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in the east line of said 6.009 acre tract, same being the northwest corner of said Travis County Subdivision No. Two, also being the west corner of said 45.760 acre tract.

THENCE with the west line of said Travis County Subdivision No. Two, same being the east line of said 6.009 acre tract, the following two (2) courses and distances:

1. S37°13'35"W, a distance of 42.91 feet to a 1/2 inch iron rod found, and
2. S46°05'26"W, a distance of 265.76 feet to a 1/2 inch iron rod found in the northeast ROW line of said R.M. 620, same being the west corner of said Travis County Subdivision No. Two, also being the southeast corner of said 6.009 acre tract.

THENCE with the north ROW line of said R.M. 620, same being the south line of said 6.009 acre tract, N40°02'34"W, a distance of 60.40 feet to a 1/2 inch iron rod found in the north ROW line of said R.M. 620, same being the southwest corner of said 6.009 acre tract, also being the southeast corner of the remainder of said 5.5 acre tract.

THENCE with the east line of the remainder of said 5.5 acre tract, same being the west line of said 6.009 acre tract, N44°53'05"E, a distance of 298.91 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in said common line.

THENCE leaving said common line and crossing said 6.009 acre tract, N60°42'58"E, a distance of 367.90 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set.

THENCE crossing said 6.009 acre tract, said 5.5 acre tract, and said 3.984 acre tract, N29°17'47"W, a distance of 532.97 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in said 3.984 acre tract.

THENCE crossing said 3.984 acre tract, S32°43'50"W, a distance of 85.11 feet to a 3/4 inch iron pipe found for the northeast corner of a 6.947 acre tract conveyed to Duane James Terry, and described in Volume 12657, Page 1860, Real Property Records, Travis County, Texas.

THENCE with the south and west lines of said 3.984 acre tract, same being the north lines of said 6.947 acre tract, the following two (2) courses and distances:

1. N62°10'44"W, a distance of 237.62 feet to a 1/2 inch iron rod found, and
2. N02°07'31"E, a distance of 189.38 feet to a 1 inch iron rod in concrete found for a south corner of the Troublemaker subdivision, a subdivision of record in Volume 103, Page 74, Plat Records, Travis County, Texas, same being the northwest corner of said 3.984 acre tract, also being the northeast corner of said 6.947 acre tract.

THENCE with the north line of said 3.984 acre tract, same being a south line of said Troublemaker tract, S77°02'56"E, a distance of 519.54 feet to a cotton spindle found for the southeast corner of said Troublemaker tract, same being a southwest corner of an 819.739 acre tract conveyed to the City of Austin and described in Volume 12124, Page 143, Real Property Records, Travis County, Texas, also being a point in the north line of said 3.984 acre tract.

THENCE with the north line of said 3.984 acre tract, same being a south line of said 819.739 acre tract, S77°22'13"E, a distance of 164.44 feet to a 1/2 inch iron rod found for the northeast corner of said 3.92 acre tract, same being a point in the south line of said 819.739 acre tract, also being the northwest corner of said 6.009 acre tract.

THENCE with the north line of said 6.009 acre tract, same being a south line of said 819.739 acre tract, S76°46'31"E, a distance of 276.72 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in said common line.

THENCE leaving said common line and crossing said 6.009 acre tract the following two (2) courses and distances:

1. S63°22'07"W, a distance of 143.52 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set, and
2. N70°03'44"W, a distance of 137.19 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in said 6.009 acre tract.

THENCE crossing from said 6.009 acre tract to said 3.984 acre tract, S59°02'55"W, a distance of 262.60 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set.

THENCE crossing from said 3.984 acre tract to said 6.009 acre tract, S29°17'47"E, a distance of 196.22 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set.

THENCE crossing said 6.009 acre tract the following three (3) courses and distances:

1. N60°42'13"E, a distance of 120.12 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set,
2. S49°44'17"E, a distance of 85.54 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set, and
3. S29°17'47"E, a distance of 175.95 feet to a 1/2 inch iron rod with plastic "DELTA SURVEY" cap set in the south line of said 6.009 acre tract, same being the north line of said 45.760 acre tract.

THENCE with said common line, S77°06'32"E, a distance of 146.00 feet to a 3/4 inch iron pipe found

THENCE with the east and north lines of said 45.760 acre tract and said 66.47 acre tract, same being the west and south lines of a 462.4037 acre tract conveyed to the City of Austin and described in Volume 12396, Page 1204, Real Property Records, Travis County, Texas, and a 12.268 acre tract conveyed to the L.C.R.A. and described in Document Number 2001056302, Official Public Records, Travis County, Texas, the following two (2) courses and distances:

1. S12°35'44"W, a distance of 327.14 feet to a 3/4 inch iron pipe found, and
2. S70°13'01"E, a distance of 1884.98 feet to a 1/2 inch iron rod with plastic cap found, for a southeast corner of said 462.4037 acre tract, same being the west corner of said 3.662 acre tract, also being a point in the north line of said 66.47 acre tract.

THENCE with the common line of said 3.662 acre tract and said 462.4037 acre tract the following five (5) courses and distances:

1. N61°00'54"E, a distance of 196.44 feet to a 1/2 inch iron rod with plastic cap found,
2. N87°33'49"E, a distance of 433.24 feet to a 1/2 inch iron rod found,
3. N65°19'12"E, a distance of 38.74 feet to a 1/2 inch iron rod found,
4. N87°43'36"E, a distance of 647.80 feet to a 1/2 inch iron rod found, and
5. N45°10'09"E, a distance of 75.12 feet to a 1/2 inch iron rod found for the southeast corner of said 462.4037 acre tract, same being a point in the southwest line of Lake Pointe Phase II, a subdivision of record in Volume 97, Page 84, Plat Records, Travis County, Texas, also being the northeast corner of said 3.662 acre tract.

THENCE with the east lines of said 3.662 acre tract and said 31.9094 acre tract, same being the southwest line of said Lake Pointe subdivision, S41°11'34"E, a distance of 1845.63 feet to a 1/2 inch iron rod found, in the curving north ROW line of said Bee Caves Road, same being the east corner of said 31.9094 acre tract, also being the south corner of said Lake Pointe subdivision.

THENCE with the south line of said 31.9094 acre tract, same being the north ROW line of said Bee Caves Road the following two (2) courses and distances:

1. With the arc of a curve to the left a distance of 56.88 feet, through a central angle of 1°38'16", having a radius of 1989.86 feet, and whose chord bears S54°32'33"W, a distance of 56.87 to a TXDOT type II monument found, and
2. S53°43'25"W, a distance of 808.02 feet to a 5/8 inch iron rod found in the north ROW line of said Bee Caves Road, same being the south corner of said 31.9094 acre tract, also being the southeast corner of Lot 2, of Bee Cave Plaza Section One, a subdivision of record in Volume 97, Page 106, Plat Records, Travis County, Texas.

THENCE leaving said ROW line and with the east line of said Lot 2, the east line of Lots 1 and 3 of Bee Cave Plaza, Section Four, a subdivision of record in Volume 102, Page 69, of the Plat Records, Travis County, Texas, and the east line of the Juniper Ridge Office Condos as described in Document Number 2001194351, Official Public Records, Travis County, Texas, same being a west line of said 31.9094 acre tract, N18°13'50"W, a distance of 1027.22 feet to a 1/2 inch iron rod found.

THENCE with the north line of Lots 3 and 4 of said Bee Cave Plaza, Section Four, same being a west line of said 31.9094 acre tract, N44°29'59"W, a distance of 147.70 feet to a 1/2 inch iron rod with plastic "VARA" cap found for a common corner.

THENCE with a south line of said 31.9094 acre tract, same being the north line of said Lot 4, Bee Cave Plaza Section Four, Lot 1, of said Bee Cave Plaza Section One, and Bee

Cave Plaza Section Three, a subdivision of record in Volume 101, Page 92, Plat Records, Travis County, Texas, S89°40'20"W, a distance of 657.81 feet to a ½ inch iron rod found in the east line of said 66.47 acre tract, same being the southwest corner of said 31.9094 acre tract, also being the northeast corner of said Bee Caves Plaza Section Three.

THENCE with east line of said 66.47 acre tract, same being the west lines of said Bee Caves Plaza Section Three, Lot 1, of Bee Cave Plaza Section Five, a subdivision of Record in Document Number 200000039, Official Public Records, Travis County, Texas, Lot 2-A, of the Resubdivision of Lot 2, Bee Cave Plaza Section Five, a subdivision of Record in Document Number 200200075, Official Public Records, Travis County, Texas and said Bee Cave Plaza Section Two, S10°17'49"E, a distance of 1295.56 feet to the POINT OF BEGINNING and containing 152.019 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

Exhibit A-2

DESCRIPTION OF A 9.118 ACRE TRACT DESCRIBED BY DELTA SURVEY GROUP IN DECEMBER 2005 AND LOCATED IN THE WILLIAM P. MOORE SURVEY NO. 525, ABSTRACT NO. 557, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 114.658 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P., AND DESCRIBED IN DOCUMENT NUMBER 2005195581, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 9.118 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the north ROW line of State Highway 71 (ROW varies), same being a point in the east property line of Lot 15, of the Glass-Bohls Subdivision, a subdivision of record in Volume 90, Page 274, Plat Records, Travis County, Texas, also being a southwest corner of said 114.658 acre tract, for the **POINT OF BEGINNING**.

THENCE leaving said ROW line and with the east line of said Lot 15, same being a west line of said 114.658 acre tract, N13°22'57"E, a distance of 209.67 feet to a 1/2 inch iron rod found for the northeast corner of said Glass-Bohls Subdivision, same being the south east corner of a 42.929 acre (Remainder) tract conveyed to Baldwin Investments and described in Volume 10846, Page 477, Real Property Records, Travis County, Texas, also being a corner in a southwest line of said 114.658 acre tract.

THENCE with the east line of the said 42.929 acre (Remainder) tract, same being a southwest line of said 114.658 acre tract, N13°22'11"E, at a distance of 141.56 feet passing a 1/2 inch iron rod with plastic "VARA" cap found for the northeast corner of said 42.929 acre (Remainder) tract, thence crossing said 114.658 acre tract a total distance of 176.88 feet to a calculated point.

THENCE continuing across said 114.658 acre tract, the following fourteen (14) courses and distances:

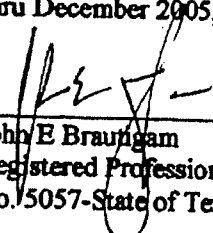
1. N68°32'29"W a distance of 95.48 feet to a calculated point,
2. N65°33'15"W a distance of 66.48 feet to a calculated point,
3. N35°46'28"W a distance of 137.32 feet to a calculated point,
4. With the arc of a curve to the left a distance of 27.52 feet, through a central angle of 21°01'18", having a radius of 75.00 feet, and whose chord bears N46°17'07"W, a distance of 27.36 feet, to a calculated point,
5. With the arc of a curve to the right a distance of 17.96 feet, through a central angle of 3°27'32", having a radius of 297.50 feet, and whose chord bears N55°04'00"W, a distance of 17.96 feet, to a calculated point,
6. With the arc of a curve to the right a distance of 653.76 feet, through a central angle of 125°54'30", having a radius of 297.50 feet, and whose chord bears N09°37'01"E, a distance of 529.93 feet, to a calculated point,

7. N72°34'16"E a distance of 0.22 feet to a calculated point,
8. With the arc of a curve to the right a distance of 255.03 feet, through a central angle of 40°18'32", having a radius of 362.50 feet, and whose chord bears S87°16'28"E, a distance of 249.80 feet, to a calculated point,
9. S67°07'12"E a distance of 261.98 feet to a calculated point,
10. With the arc of a curve to the right a distance of 39.27 feet, through a central angle of 90°00'08", having a radius of 25.00 feet, and whose chord bears S22°07'08"E, a distance of 35.36 feet, to a calculated point,
11. S22°52'50"W a distance of 635.06 feet to a calculated point,
12. S05°21'48"W a distance of 135.00 feet to a calculated point,
13. S22°52'48"W a distance of 116.03 feet to a calculated point, and
14. S12°51'48"W a distance of 150.82 feet to a calculated point in the north ROW line of said State Highway 71, same being the south line of said 114.658 acre tract, from which a TXDoT Type II monument found bears S77°08'12"E a distance of 171.15 feet.

THENCE with the north ROW line of said State Highway 71, same being the south line of said 114.658 acre tract, N77°08'12"W a distance of 82.05 feet to the **POINT OF BEGINNING** and containing 9.118 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam, hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2004 thru December 2005, and is true and correct to the best of my knowledge and belief.



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

12/9/05
Date

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

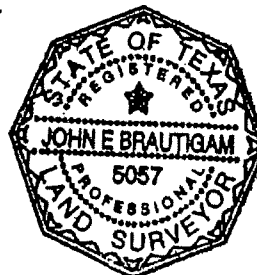


Exhibit A-3

DESCRIPTION OF A 2.398 ACRE TRACT DESCRIBED BY DELTA SURVEY GROUP IN DECEMBER 2005 AND LOCATED IN THE WILLIAM P. MOORE SURVEY NO. 525, ABSTRACT NO. 557, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 114.658 ACRE TRACT CONVEYED TO HILL COUNTRY GALLERIA, L.P., AND DESCRIBED IN DOCUMENT NUMBER 2005195581, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID 2.398 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with "VERA" cap found at the southwest corner of The Village at Bee Caves Phase 1, Volume 100 Page 268, of the Plat Records, Travis County, Texas, same being the north line of State Highway 71 (R.O.W. varies), also being a south corner of said 114.658 acre tract, for the **POINT OF COMMENCEMENT**.

THENCE with said common line, the following four (4) courses and distances:

1. N66°38'55"W, a distance of 606.82 feet to a TXDOT Type II concrete monument found,
2. N35°38'36"W, a distance of 38.26 feet to a TXDOT Type II concrete monument found,
3. N66°40'51"W, a distance of 328.08 feet to a TXDOT Type II concrete monument found, and
4. N49°47'50"W, a distance of 56.42 feet to a calculated point, for the **POINT OF BEGINNING**.

THENCE continuing with said common line the following two (2) courses and distances:

1. N49°47'50"W, a distance of 46.36 feet to a TXDOT Type II concrete monument found, and
2. N66°40'13"W, a distance of 28.74 feet to a calculated point in said common line, from which a TXDOT Type II concrete monument found bears, N66°40'13"W, a distance of 430.41 feet.

THENCE leaving said common line and crossing said 114.658 acre tract, the following nineteen (19) courses and distances:

1. N22°52'48"E a distance of 155.23 feet to a calculated point,
2. With the arc of a curve to the left a distance of 23.30 feet, through a central angle of 54°28'56", having a radius of 24.50 feet, and whose chord bears N04°21'41"W, a distance of 22.43 feet to a calculated point,
3. With the arc of a curve to the right a distance of 107.33 feet, through a central angle of 76°23'23", having a radius of 80.50 feet, and whose chord bears N06°35'33"E, a distance of 99.55 feet, to a calculated point,
4. With the arc of a curve to the left a distance of 29.54 feet, through a central angle of 69°04'31", having a radius of 24.50 feet, and whose chord bears N10°14'59"E, a distance of 27.78 feet, to a calculated point,
5. N24°17'16"W a distance of 21.91 feet to a calculated point,
6. With the arc of a curve to the right a distance of 41.57 feet, through a central angle of 47°10'04", having a radius of 50.50 feet, and whose chord bears N00°42'14"W, a distance of 40.41 feet, to a calculated point,
7. N22°52'48"E a distance of 218.91 feet to a calculated point,
8. With the arc of a curve to the left a distance of 38.98 feet, through a central angle of 91°10'10", having a radius of 24.50 feet, and whose chord bears N22°42'17"W, a distance of 35.00 feet, to a calculated point,
9. N22°52'48"E a distance of 26.01 feet to a calculated point,
10. S67°07'12"E a distance of 276.00 feet to a calculated point,
11. S22°52'48"W a distance of 26.01 feet to a calculated point,
12. With the arc of a curve to the left a distance of 38.98 feet, through a central angle of 91°10'10", having a radius of 24.50 feet, and whose chord bears S68°27'53"W, a distance of 35.00 feet, to a calculated point,
13. S22°52'48"W a distance of 246.70 feet to a calculated point,
14. With the arc of a curve to the left a distance of 22.96 feet, through a central angle of 20°23'59", having a radius of 64.48 feet, and whose chord bears S80°40'26"W, a distance of 22.84 feet, to a calculated point,
15. S70°02'52"W a distance of 10.86 feet to a calculated point,
16. With the arc of a curve to the left a distance of 40.25 feet, through a central angle of 66°15'13", having a radius of 34.81 feet, and whose chord bears S36°46'05"W, a distance of 38.05 feet, to a calculated point,
17. With the arc of a curve to the right a distance of 101.76 feet, through a central angle of 72°25'36", having a radius of 80.50 feet, and whose chord bears S41°08'57"W, a distance of 95.12 feet, to a calculated point,

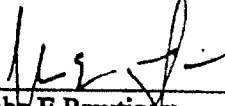
2.398 Acre Tract
Hill Country Galleria

3 of 3

18. With the arc of a curve to the left a distance of 23.30 feet, through a central angle of $54^{\circ}28'57''$, having a radius of 24.50 feet, and whose chord bears $S50^{\circ}07'16''W$, a distance of 22.43 feet, to a calculated point, and
19. $S22^{\circ}52'48''W$ a distance of 169.26 feet to the **POINT OF BEGINNING**, and containing 2.398 acres of land more or less.

BEARING BASIS: State Plane Coordinates, NAD83/HARN, Texas Central Zone

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during September 2004 thru December 2005, and is true and correct to the best of my knowledge and belief.



John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

12/10/05
Date

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745

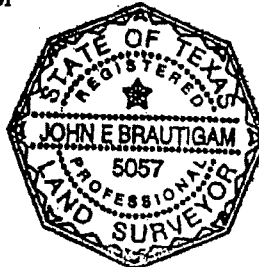
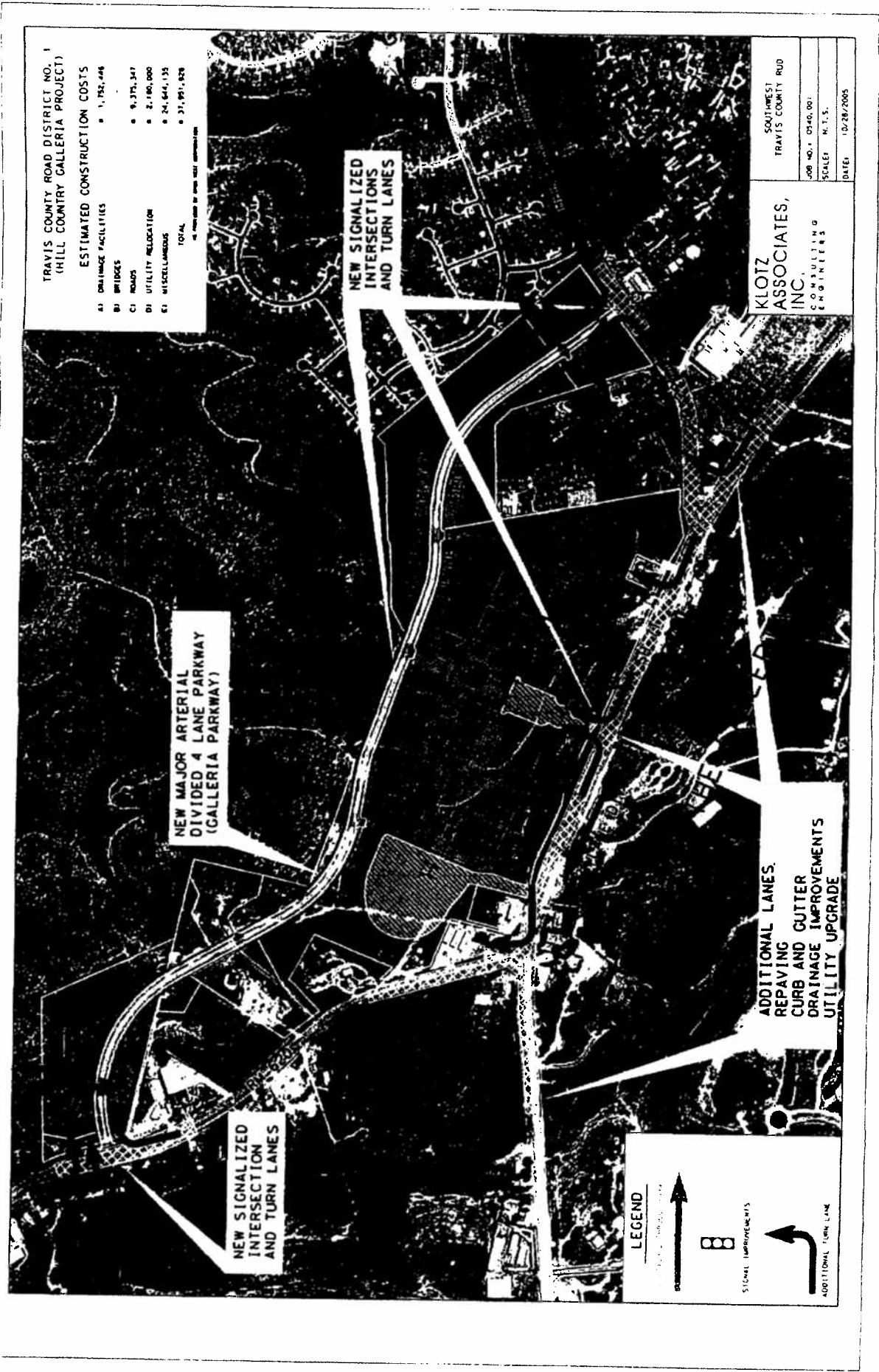


EXHIBIT # B



TRAVIS COUNTY ROAD DISTRICT NO. 1
(HILL COUNTRY GALLERIA PROJECT)

ESTIMATED CONSTRUCTION COSTS

A1 DRAINAGE FACILITIES	\$ 1,752,446
B1 BRIDGES	-
C1 ROADS	\$ 9,375,347
D1 UTILITY RELOCATION	\$ 2,100,000
E1 MISCELLANEOUS	\$ 24,644,135
TOTAL	\$ 31,951,520

AS PREPARED BY THIS FIRM'S ADMINISTRATION

KLOTZ ASSOCIATES, INC.
CONSULTING ENGINEERS

SOUTHWEST TRAVIS COUNTY RD

JOB NO.: 0540.001
SCALE: N.T.S.
DATE: 10/28/2005

LEGEND

↑ SIGNAL IMPROVEMENTS

↪ ADDITIONAL TURN LANE

EXHIBIT C

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: THAT
COUNTY OF TRAVIS §

HILL COUNTRY GALLERIA, L.P., a Delaware limited partnership, and ROD-AVE, L.P., a Texas limited partnership (collectively, "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1, organized pursuant to the provisions of Article III, Section 52 of the Texas Constitution and Chapter 257, Transportation Code, as amended ("Grantee"), whose mailing address is c/o The Honorable Samuel T. Biscoe, P.O. Box 1748, Austin, Texas 78767, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

Lot 1, Block "C," AMENDED FINAL PLAT HILL COUNTRY GALLERIA OF LOTS 1-3, 6-8 AND 10-26, BLOCK A, LOTS 1-3 AND 6-8, BLOCK "B," AND LOT 1, BLOCK "C," a subdivision in Travis County, Texas according to the map or plat thereof, recorded under Document No. 200700378 of the Official Public Records of Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) the title matters set forth in Exhibit "A" attached hereto and incorporated herein ("Permitted Exceptions"); and (b) all standby fees, taxes and assessments by any taxing authority for 2008 and all subsequent years, and all liens securing the payment of any of the foregoing.

Notwithstanding anything contained herein to the contrary, Grantor hereby expressly excepts and excludes from the conveyance to Grantee under this special warranty deed (and reserves for the sole and exclusive use and benefit of Grantor and Grantor's heirs, legal representatives, successors and/or assigns, forever) all gas utility lines, facilities, equipment and appurtenances constructed upon, under, over, through or across the Property.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS ACCEPTED THE PROPERTY WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN) (COLLECTIVELY, THE "GRANTOR'S WARRANTIES AND REPRESENTATIONS"). WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES THAT (EXCEPT FOR THE GRANTOR'S WARRANTIES AND REPRESENTATIONS) GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY 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 (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY OR THE ANTICIPATED INCOME TO BE DERIVED FROM THE PROPERTY INCLUDING WITHOUT LIMITATION THE DEVELOPMENT POTENTIAL OF THE PROPERTY, THE STATUS OF GOVERNMENTAL APPROVALS OR UTILITY COMMITMENTS WITH RESPECT TO THE PROPERTY, THE ANTICIPATED DENSITIES WHICH MAY BE OBTAINED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY, OR ANY OTHER SIMILAR MATTERS, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED TO GRANTEE BY GRANTOR WITH RESPECT TO THE PROPERTY WHICH HAS BEEN PREPARED BY INDEPENDENT THIRD PARTIES WHICH WHOM GRANTOR HAS CONTRACTED, HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR; THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND THAT GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY SUCH THIRD PARTY. GRANTOR AND GRANTEE EXPRESSLY CONFIRM AND AGREE THAT THE TERMS OF CONVEYANCE AND ACCEPTANCE OF THE PROPERTY HAVE BEEN AGREED UPON IN PART AS A RESULT OF THE GRANTEE'S AGREEING TO ACQUIRE THE PROPERTY SUBJECT TO THE LIMITED REPRESENTATIONS AND WARRANTIES AS SET FORTH HEREIN.

EXECUTED AND DELIVERED the ____ day of _____, 2008.

HILL COUNTRY GALLERIA, L.P., a Delaware limited partnership

By: OWC Hill Country, Inc., a Delaware corporation, its general partner

By: _____
Name: _____
Title: _____

ROD-AVE, L.P., a Texas limited partnership

By: Troublemaker GP, Inc., a Texas corporation, its general partner

By: _____
Robert A. Rodriguez, President

RECEIVED, ACCEPTED AND AGREED TO BY GRANTEE:

By: _____
Samuel T. Biscoe
County Judge

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2008, by _____, _____ of OWC Hill Country, Inc., a Delaware corporation, General Partner of Hill Country Galleria, L.P., a Delaware limited partnership, on behalf of said corporation and partnership.

(SEAL)

Notary Public Signature

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2008, by Robert A. Rodriguez, President of Troublemaker GP, Inc., a Texas corporation, General Partner of Rod-Ave, L.P., a Texas limited partnership, on behalf of said corporation and partnership.

(SEAL)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this _____ day of _____, 2008 by Samuel T. Biscoe, County Judge, on behalf of Travis County Bee Cave Road District #1, a district organized pursuant to the provisions of Article III, Section 52 of the Texas Constitution and Chapter 257, Transportation Code, as amended.

(SEAL)

Notary Public Signature

After Recording, Return to:

Honorable Samuel T. Biscoe
P.O. Box 1748
Austin, Texas 78767

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Restrictions covenants recorded in Volume 8064, Page 578 of the Deed Records, modified in Volume 12396, Page 1151 of the Real Property Records and Document No. 2000168593, 200600357 and 200700378 of the Official Public Records, all of Travis County, Texas.
2. Designation of Relocation of Easement dated April 15, 2008 recorded as Document No. 2008061230 in the Official Public Records of Travis County, Texas.
3. An undivided 1/4th interest in all oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 6464, Page 1822 of the Deed Records of Travis County, Texas. (Surface rights waived therein.)
4. Wastewater lines, water lines and utility easement granted to West Travis County Municipal Utility District No. 5, by instrument dated March 27, 1995, recorded in Volume 12431, Page 148 of the Real Property Records of Travis County, Texas, and assigned to Lower Colorado River Authority by instrument dated July 14, 2000, recorded under Document No. 2000110525 of the Official Public Records of Travis County, Texas. The same shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
5. The terms, conditions and stipulations set out in that certain Easement Agreement dated March 15, 1995, recorded in Volume 12396, Page(s) 1195 of the Real Property Records of Travis County, Texas.
6. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10538, Page 133 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
7. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10538, Page 139 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
8. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10538, Page 152 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
9. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10846, Page 475 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.

10. 1/4th royalty interest in and to all oil, gas and sulphur, hydrocarbons, coal, lignite and all other minerals, in, on and under the property, and all other rights in connection with the same, all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in an instrument recorded in Volume 8064, Page 578 of the Deed Records of Travis County, Texas. (Surface rights waived in instrument.)
11. Pipeline easement granted to Elvin Willis Glass and wife, Austin Frances Glass, their heirs, by instrument dated June 30, 1971, recorded in Volume 4090, Page 1626 of the Deed Records of Travis County, Texas. The same shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
12. Electric and telephone easement granted to the City of Austin, by instrument dated January 21, 1958, recorded in Volume 1916, Page 74 of the Deed Records of Travis County, Texas. The same shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
13. Electric and telephone easement granted to the City of Austin, by instrument dated December 3, 1964, recorded in Volume 2879, Page 332 of the Deed Records of Travis County, Texas. The same shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
14. Water line easement granted to Billy W. Rogers and wife, Sandra Kay Rogers in that certain deed dated September 4, 1975, recorded in Volume 5254, Page 2085, of the Deed Records of Travis County, Texas.
15. The terms, conditions and stipulations set out in that certain Water Line Easement Agreement dated October 17, 2005, recorded under Document No. 2005195588 of the Official Public Records of Travis County, Texas. The same shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
16. The terms, conditions and stipulations set out in that certain Access Easement Agreement dated October 17, 2005, recorded under Document No. 2005195587 of the Official Public Records of Travis County, Texas. The same shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
17. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 1879, Page 49 of the Deed Records of Travis County, Texas.
18. Electric (blanket) easement granted to the City of Austin, by instrument dated June 6, 2006, recorded under Document No. 2006118220 of the Official Public Records of Travis County, Texas.

19. Blanket easement for telecommunications facilities by instrument dated September 1, 2006, recorded under Document No. 2006191531 of the Official Public Records of Travis County, Texas.
20. The terms, conditions and stipulations set out in that certain Separate Maintenance Agreement dated November 22, 2006, recorded under Document No. 2006228128 of the Official Public Records of Travis County, Texas.
21. The terms, conditions and stipulations set out in that certain Easement Agreement and Restrictions (Hill Country Galleria) dated November 22, 2006, recorded under Document No. 2006228129 of the Official Public Records of Travis County, Texas.
22. The rights of Travis County Road District No. 1 to levy taxes and issue bonds. (Evidenced by that certain Notice of Road District recorded under Document No. 2007036565 of the Official Public Records of Travis County, Texas)
23. The rights of Travis County Bee Cave Road District No. 1 to levy taxes and issue bonds. (Evidenced by that certain Order Creating and Establishing Travis County Bee Cave Road District No 1, recorded under Document No. 2007036564 of the Official Public Records of Travis County, Texas)
24. Terms, conditions and stipulations contained in that certain Road District Operations Agreement (regarding the Travis County Bee Cave Road District No. 1), dated October 31, 2006, recorded under Document No. 2007036566 of the Official Public Records of Travis County, Texas.
25. Building setback line 75 feet in width along the R.M. 620 and R.M. 2244 property line(s), as shown on the Plat(s) recorded under Document No. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
26. Building setback line 25 feet in width traversing across a portion of the property, as shown on the Plat(s) recorded under Document No. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
27. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
28. Easements, or claims of easements, which are not recorded in the public records.
29. Rights of parties in possession.

EXHIBIT D

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: THAT
COUNTY OF TRAVIS §

HILL COUNTRY GALLERIA, L.P., a Delaware limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1, organized pursuant to the provisions of Article III, Section 52 of the Texas Constitution and Chapter 257, Transportation Code, as amended ("Grantee"), whose mailing address is c/o The Honorable Samuel T. Biscoe, P.O. Box 1748, Austin, Texas 78767, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "Property"), to-wit:

Lot 6, Block "B," of the AMENDED FINAL PLAT HILL COUNTRY GALLERIA OF LOTS 1-3, 6-8 AND 10-26, BLOCK A, LOTS 1-3 AND 6-8, BLOCK "B," AND LOT 1, BLOCK "C," a subdivision in Travis County, Texas according to the map or plat thereof, recorded under Document No. 200700378 of the Official Public Records of Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) the title matters set forth in Exhibit "A" attached hereto and incorporated herein ("Permitted Exceptions"); and (b) all standby fees, taxes and assessments by any taxing authority for 2008 and all subsequent years, and all liens securing the payment of any of the foregoing.

Grantor hereby expressly excepts and excludes from the conveyance to Grantee under this Deed (and reserves for the sole and exclusive use and benefit of Grantor and Grantor's successors and assigns, forever) a blanket irrigation, landscape and drainage easement (the "Retained Easement") over and across the Property. The Retained Easement may be utilized for:

(i) irrigation, landscaping and drainage purposes; and (ii) providing access for the construction, operation, repair, maintenance, replacement and expansion of improvements in connection with any of the foregoing listed uses. The Retained Easement shall inure to the benefit of Grantor and Grantor's successors and assigns.

Grantor hereby adopts, establishes, and imposes upon the Property the following restrictions and covenants (hereinafter referred to as the "Protective Covenants") and declares the Protective Covenants applicable to the Property: (i) no portion of the Property shall be used for any purpose and no construction or operation shall be conducted upon any portion of the Property that would result in the placement of new impervious cover on the Property after the date hereof, to the extent such new impervious cover would have the effect of reducing the amount of impervious cover that may be placed on the real property included within Zoning Ordinance 05-03-08-A, as amended by Ordinance No. 06-08-22-A and any future amendments of said zoning ordinance (collectively, the "Zoning Ordinance"); and (ii) any and all uses on the Property must comply with the City of Bee Cave Code of Ordinances and the Zoning Ordinance. The Protective Covenants shall run with the title to the Property and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of and be enforceable by Grantor, its designees, successors and assigns. The Protective Covenants may not be terminated or amended without the written consent of Grantor or its designees, successors or assigns. Grantee, by Grantee's acceptance of this Special Warranty Deed, covenants and agrees, as a covenant running with the title to the Property binding upon Grantee, and Grantee's heirs, successors and assigns as owners of any portion of the Property and inuring to the benefit of Grantor, its designees, successors and assigns, that neither Grantee nor any of Grantee's heirs, successors, assigns, tenants, lessees, occupants, licensees, or invitees or any other person holding or using the Property or any portion thereof will use or be permitted to use any portion of the Property or conduct or be permitted to conduct any operation on any portion of the Property in a manner that violates the Protective Covenants.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS ACCEPTED THE PROPERTY WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL (EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN) (COLLECTIVELY, THE "GRANTOR'S WARRANTIES AND REPRESENTATIONS"). WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES THAT (EXCEPT FOR THE GRANTOR'S WARRANTIES AND REPRESENTATIONS) GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY 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 (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY OR THE ANTICIPATED INCOME TO BE DERIVED FROM THE PROPERTY INCLUDING WITHOUT LIMITATION THE DEVELOPMENT

POTENTIAL OF THE PROPERTY, THE STATUS OF GOVERNMENTAL APPROVALS OR UTILITY COMMITMENTS WITH RESPECT TO THE PROPERTY, THE ANTICIPATED DENSITIES WHICH MAY BE OBTAINED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY, OR ANY OTHER SIMILAR MATTERS, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED TO GRANTEE BY GRANTOR WITH RESPECT TO THE PROPERTY WHICH HAS BEEN PREPARED BY INDEPENDENT THIRD PARTIES WHICH WHOM GRANTOR HAS CONTRACTED, HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR; THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND THAT GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY SUCH THIRD PARTY. GRANTOR AND GRANTEE EXPRESSLY CONFIRM AND AGREE THAT THE TERMS OF CONVEYANCE AND ACCEPTANCE OF THE PROPERTY HAVE BEEN AGREED UPON IN PART AS A RESULT OF THE GRANTEE'S AGREEING TO ACQUIRE THE PROPERTY SUBJECT TO THE LIMITED REPRESENTATIONS AND WARRANTIES AS SET FORTH HEREIN.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the ____ day of _____, 2008.

HILL COUNTRY GALLERIA, L.P., a Delaware limited partnership

By: OWC Hill Country, Inc., a Delaware corporation, its general partner

By: _____

Name: _____

Title: _____

RECEIVED, ACCEPTED AND AGREED TO BY GRANTEE:

By: _____

Samuel T. Biscoe
County Judge

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2008, by _____, _____ of OWC Hill Country, Inc., a Delaware corporation, General Partner of Hill Country Galleria, L.P., a Delaware limited partnership, on behalf of said corporation and partnership.

(SEAL)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2008 by Samuel T. Biscoe, County Judge, on behalf of Travis County Bee Cave Road District #1, a district organized pursuant to the provisions of Article III, Section 52 of the Texas Constitution and Chapter 257, Transportation Code, as amended.

(SEAL)

Notary Public Signature

After Recording, Return to:

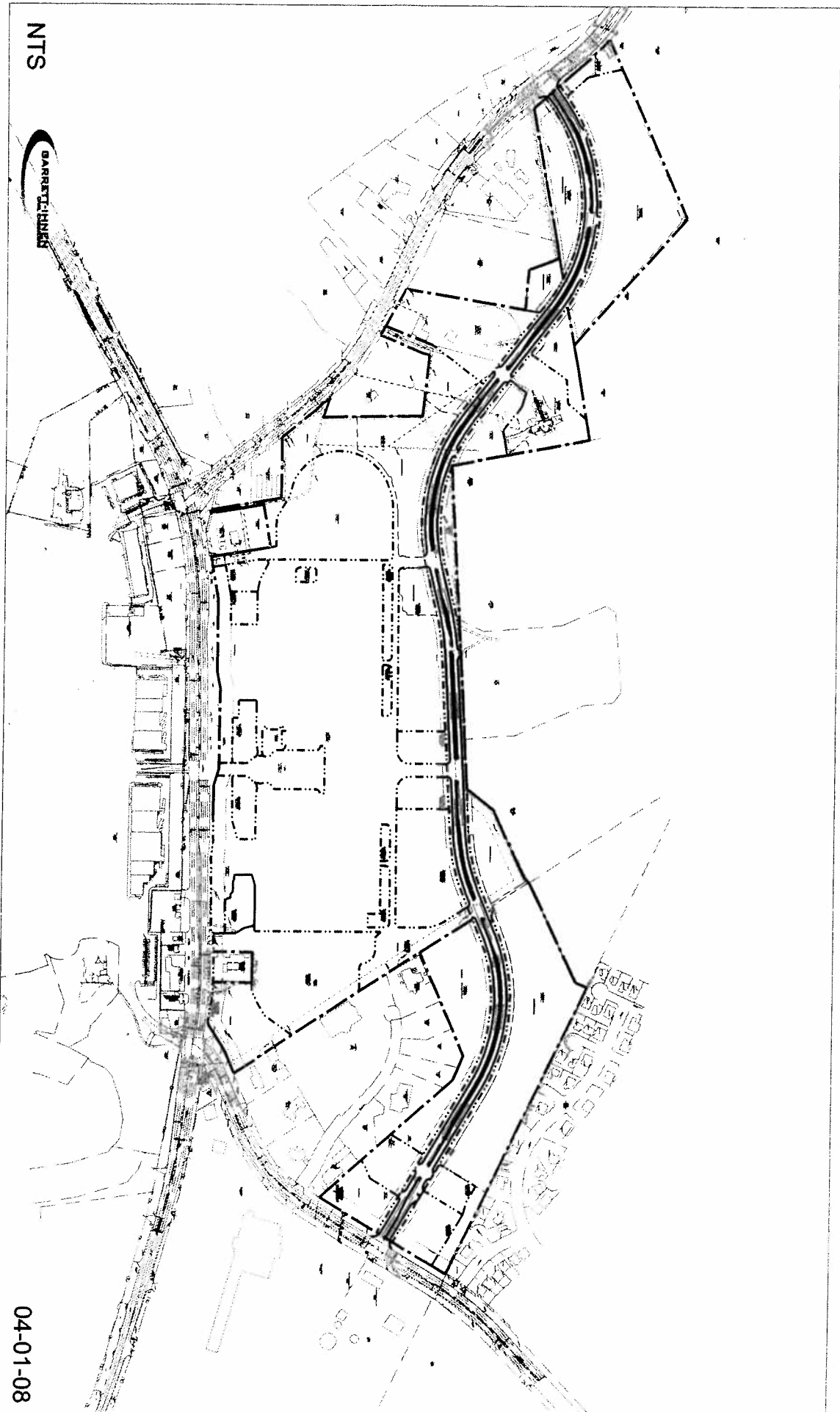
Honorable Samuel T. Biscoe
P.O. Box 1748
Austin, Texas 78767

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Restrictive covenants recorded in Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
2. An undivided 1/4th interest in all oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 6464, Page 1822 of the Deed Records of Travis County, Texas. (Surface rights waived therein.)
3. Wastewater lines, water lines and utility easement granted to West Travis County Municipal Utility District No. 5, by instrument dated March 27, 1995, recorded in Volume 12431, Page 148 of the Real Property Records of Travis County, Texas, and assigned to Lower Colorado River Authority by instrument dated July 14, 2000, recorded under Document No. 2000110525 of the Official Public Records of Travis County, Texas. Said easement being shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
4. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10538, Page 133 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
5. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10538, Page 139 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
6. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10538, Page 152 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
7. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 10846, Page 475 of the Real Property Records of Travis County, Texas. Surface rights waived in instrument recorded in Volume 13195, Page 1446 of the Real Property Records of Travis County, Texas.
8. Blanket electric easement granted to the City of Austin, by instrument dated June 6, 2006, recorded under Document No. 2006118220 of the Official Public Records of Travis County, Texas.
9. Blanket easement for telecommunications facilities by instrument dated September 1, 2006, recorded under Document No. 2006191531 of the Official Public Records of Travis County, Texas.

10. The terms, conditions and stipulations set out in that certain Separate Maintenance Agreement dated November 22, 2006, recorded under Document No. 2006228128 of the Official Public Records of Travis County, Texas.
11. The terms, conditions and stipulations set out in that certain Easement Agreement and Restrictions (Hill Country Galleria) dated November 22, 2006, recorded under Document No. 2006228129 of the Official Public Records of Travis County, Texas.
12. The rights of Travis County Road District No. 1 to levy taxes and issue bonds. (Evidenced by that certain Notice of Road District recorded under Document No. 2007036565 of the Official Public Records of Travis County, Texas.)
13. The rights of Travis County Road District No. 1 to levy taxes and issue bonds. (Evidenced by that certain Order Creating and Establishing Travis County Bee Cave Road District No. 1, recorded under Document No. 2007036564 of the Official Public Records of Travis County, Texas.)
14. Terms, conditions and stipulations contained in that certain Road District Operations Agreement (regarding the Travis County Bee Cave Road District No. 1), dated October 31, 2006, recorded under Document No. 2007036566 of the Official Public Records of Travis County, Texas.
15. Building setback line 25 feet in width along the southerly property line, as shown on the Plats recorded under Document Nos. 200600357 and 200700378 of the Official Public Records of Travis County, Texas.
16. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
17. Easements, or claims of easements, which are not recorded in the public records.



NTS

DART CENTER

04-01-08

Exhibit C
Galleria Parkway

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 17, 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 results of compliance audit of Arboretum Oaks Apartment.

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

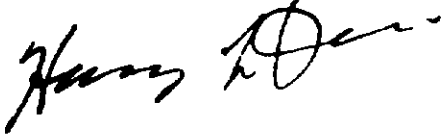
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

08 JUN 12 AM 8:40
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: June 17, 2008

TO: Board of Directors, Travis Housing Finance Corporation

FROM: Harvey L. Davis, Manager 

SUBJECT: Compliance Review – Arboretum Oaks Apartment

On June 17, 1996, the Corporation issued \$10,310,000 in Refunding Bonds for Hamilton's Mark Project (now called Arboretum Oaks). The Bonds were originally issued on April 1, 1983, to finance the acquisition and construction of a 252-unit multi-family residential development located at 9617 Great Hills Dr. The owner of the Development is the CASA Group, LLC.

On June 9, 2008, staff initiated a compliance review of Arboretum Oaks. The review focused on the requirements of the owner to rent at least 20% of the units to "Lower-Income Tenants" and 90% of the units to "Eligible Tenants."

For 2008, a family of four qualifies as "Lower-Income" if their income does not exceed \$56,500. The income limit for a family (regardless of size) to qualify as "Eligible" is \$82,900 for 2008.

In our opinion, Arboretum Oaks is not in compliance with both the "Lower-Income" and "Eligible" tenant leasing requirements for the following reasons:

- Income certifications are not completely filled out (often the tenant signs the certification but nothing else is filled out);
- Several files did not have income certifications;
- Several files are classified as lower-income but the income certification states the tenant has income that exceeds the lower-income definition.

(Please note that on June 10th, I told the Board that lower-income tenants were required to be re-certified at least annually. I was incorrect; re-certification is not required because the bonds were originally issued prior to 1986).

The major problem is lack of proper documentation to accurately classify each unit as lower-income, eligible, or over-income (limited to 10%). Arboretum Oaks appears to have sufficient lower-income and eligible tenants to meet their affordable housing requirements.

Our recommendation is to authorize Cliff Blount to send a cure letter that allows the owner 60 days to correct the compliance issues.

cc: Cliff Blount, Esq.
Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Miguel Gonzalez, Sr. Financial Analyst
Mary Mayes, Assistant Manager

ARBORETUM OAKS

List of Noted Deficiencies

Total Units:	252
Required Low-Income:	50
Required Eligible:	227
Tenant Files Reviewed:	31
Tenant Files with Deficienc	31

Tenant Files Missing Income Certifications: 7

Unit Number

116	711
223	812
318	814
625	

Tenant Files with Incomplete Income Certifications: 15

Unit Number

112	127	712	723
115	128	713	813
122	311	714	823
123	411	722	

Low-Income Files With Income Over Max. Allowed: 5

Unit Number

111	725
113	
221	
713	

RECEIVED
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

08 JUN 10 AM 10:20

Work Session _____ Voting Session June 17, 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 approve subordination of Lien on a HOME down payment assistance loan.

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

Memo

June 6, 2008

To: Board of Directors

From: Miguel Gonzalez, Sr. Financial Analyst

Re: Lien Subordination Request by Borrower Stormmi K. Stewart to allow refinance of existing mortgage.

Request:

Stormmi K. Stewart is requesting that TCHFC execute a subordination agreement to allow the completion of an FHA streamline refinance of her home for the purpose of attaining a lower mortgage interest rate.

Background:

As part of our first time homebuyer down payment assistance program; on July 18, 2007, Stewart was provided with two zero-interest, 10-year forgivable loans of \$10,000. As required, a second and third lien was placed on the purchased home to assure repayment under the agreement.

2nd Lien - Texas Department of Housing and Community Affairs ("TDHCA") - \$8,000
3rd Lien - TCHFC - \$2,000

Recommendation:

Staff recommends approval of subordination as the refinance does not appear to diminish TCHFC's coverage for repayment of the \$2,000 loan.

TDHCA has approved the subordination agreement on their 2nd Lien.

Staff makes no representations as to the appropriateness of the refinance on behalf of the borrower.

cc: Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez,
Cliff Blount, Esq.

GF # 10-00136548

SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is entered into effective _____, 2008, between **TRAVIS COUNTY HOUSING FINANCE CORPORATION** ("Subordinated Creditor"), and **AMERICAN STERLING BANK** ("Lender").

WITNESSETH:

WHEREAS, Stormmi K. Stewart, ("Borrower") executed that certain Subordinate Deed of Trust Third Lien dated July 25, 2007, recorded July 27, 2007, in Document No. 2007137800, of the Real Property Records of Travis County, Texas, securing TRAVIS COUNTY HOUSING FINANCE CORPORATION in the payment of one note in the principal sum of \$2,000.00, upon the following described property (the AProperty@):

LOT 2, BLOCK D, FOREST BLUFF SECTION 5, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NO. 200600032, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WHEREAS, Borrower has granted to First Lien Lender a security interest and lien in and upon the Property pursuant to the terms of a Deed of Trust, dated _____, 2008, between Borrower and First Lien Lender;

WHEREAS, Lender desires that any indebtedness owed to Subordinated Creditor by Borrower be subordinated to any indebtedness owed to Lender by Borrower;

NOW, THEREFORE, for and in consideration of the recitals and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender, at its option, at any time or from time to time to loan moneys or to extend financial credit accommodations, with or without security, to or for the account of Borrower and at the special insistence and request of Borrower, Subordinated Creditor hereby agrees with Lender as follows:

1. The payment of any and all Subordinated Debt (as hereinafter defined) is expressly subordinated to the extent and in the manner set forth in Sections 3 through 8, inclusive, to the Superior Indebtedness (as hereinafter defined). The term "Subordinated Debt" as used in this Agreement shall mean and include any and all indebtedness, liabilities and obligations of Borrower to the Subordinated Creditor, absolute or contingent, direct or indirect, joint, several or independent, with or without security, now outstanding or owing or which may hereafter be existing or incurred, arising by operation of law or otherwise, due or to become due, or held or to be held by the Subordinated Creditor, whether created directly or acquired by assignment or otherwise, and whether incurred by Borrower as principal, surety, endorser, guarantor, accommodation party or otherwise.
2. The term "Superior Indebtedness" as used in this Subordination Agreement shall mean and include any and all indebtedness, liabilities and obligations of Borrower to Lender, absolute or contingent, direct or indirect, joint, several or independent, with or without security, now outstanding or owing or which may hereafter be existing or incurred, including, but not limiting the generality of the foregoing, all indebtedness, liabilities and obligations of Borrower to Lender arising out of the Note.
3. The Subordinated Creditor will not ask for, demand, sue for, take, receive or accept from Borrower, by set-off or in any other manner, any payment, distribution, or collateral on account of the Subordinated Debt, if the making of such payment would constitute, or would result in the occurrence of a violation of the provisions of any instrument or agreement evidencing, in connection with or, as security for any Superior Indebtedness, or would result in the occurrence of any event which with the giving of notice or lapse of time or both would constitute as event of default or default under the provisions of any such instrument or agreement.

4. In the event the Subordinated Creditor shall receive any payment, distribution, or collateral on account of the Subordinated Debt which Subordinated Creditor is not entitled to receive under the provisions herein contained, Subordinated Creditor will hold any amount so received in trust for Lender and will forthwith turn over such payment to Lender in the form received by Subordinated Creditor (together with any necessary endorsement) to be applied to the Superior Indebtedness.
5. The Subordinated Creditor will not commence any action or proceeding against Borrower to recover all or any part of the Subordinated Debt or join with any other creditor (unless Lender shall also join), in bringing any proceedings against Borrower under any bankruptcy, reorganization, readjustment of debt, arrangement of debt, receivership, liquidation or insolvency law or statute of the Federal or any state government unless and until all Superior Indebtedness shall have been paid in full.
6. In the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement with creditors, adjustment of debt (whether or not pursuant to bankruptcy laws), the sale of all or substantially all of the Borrower's assets, dissolution, liquidation, or any other marshalling of the assets and liabilities of Borrower, the Subordinated Creditor will at Lender's request file any claim, proof of claim or other instrument of similar character necessary to enforce the obligations of Borrower in respect of the Subordinated Debt and will hold in trust for Lender and pay over to Lender, in the form received (together with any necessary endorsement), to be applied on the Superior Indebtedness, any and all moneys, dividends or other assets received in any such proceedings on account of the Subordinated Debt unless and until the Superior Indebtedness shall be paid in full. In the event that the Subordinated Creditor shall fail to take any action

requested by Lender, Lender may, as attorney-in-fact for the Subordinated Creditor, take such action on behalf of the Subordinated Creditor, and the Subordinated Creditor hereby appoints Lender as attorney-in-fact for the Subordinated Creditor to demand, sue for, collect and receive any and all such moneys, dividends or other assets and give acquittance therefor and to file any claim, proof of claim or other instrument of similar character and to take such other proceedings in Lender's own name or in the name of the Subordinated Creditor as Lender may deem necessary or advisable for the enforcement of this Subordination Agreement.

7. Subordinated Creditor agrees that any security interest or lien in favor of or granted to Subordinated Creditor in, upon or against the assets of Borrower, including but not limited to the Property, and all of Subordinated Creditor's rights against such assets, including but not limited to the Property, shall be and remain inferior and subordinate to any security interest or lien of Lender, regardless of how often or what manner the Note, or any other loan or other agreements between Lender and Borrower, or any part thereof, together with any security interest or lien securing the same, may be renewed, extended, amended, modified or altered.
8. Subordinated Creditor further represents and warrants that until all of the Superior Indebtedness has been fully and finally paid, Subordinated Creditor shall not take or permit any action prejudicial to or inconsistent with Lender's priority position over Subordinated Creditor that is created by this Agreement or any other instrument.
9. Lender may, at any time, and from time to time, without the consent of or notice to the Subordinated Creditor, without incurring responsibility to the Subordinated Creditor, without impairing or releasing any of Lender's rights or any of the obligations of the Subordinated Creditor under this Subordination Agreement:
 - (a) change the amount, manner, place or terms of payment, or change or extend for any period the time of payment of, or renew or otherwise alter, the Superior

Indebtedness or any instrument or agreement now or hereafter executed evidencing, in connection with or as security for the Superior Indebtedness in any manner, or enter into or amend in any manner any other agreement relating to the Superior Indebtedness;

(b) sell, exchange, release or otherwise deal with all or any part of any property pledged or mortgaged to secure the Superior Indebtedness;

(c) release anyone liable in any manner for payment or collection of the Superior Indebtedness;

(d) exercise or refrain from exercising any rights against Borrower or others (including the Subordinated Creditor); and

(e) apply any sums received by Lender, by whomsoever paid and however realized, to payment of the Superior Indebtedness in such a manner as Lender, in its sole discretion, may deem appropriate.

10. The Subordinated Creditor agrees to execute any and all other instruments necessary as reasonably required by the Lender to subordinate the Subordinated Debt to the Superior Indebtedness as herein provided and to subordinate any liens of the Subordinated Creditor to the liens of Lender.
11. The Subordinated Creditor represents and warrants that (i) neither the execution nor delivery of this Agreement nor fulfillment of or compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument (including, without limitation, articles of incorporation or by-laws) to which Subordinated Creditor is subject, and (ii) none of the Subordinated Debt or any lien held by the Subordinated Creditor on the assets of Borrower including, but not limited to, the Property, is or will be subordinated to any other indebtedness of Borrower other than the Superior Indebtedness and liens held by Lender unless otherwise agreed by Lender.
12. This Agreement may be assigned by Lender in connection with any assignment or transfer of the Superior Indebtedness.

13. This Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document evidencing the Superior Indebtedness and notwithstanding any defect in the validity, enforceability or perfection of any security interest granted to Lender by Borrower.
14. Subordinated Creditor represents and warrants that it has all necessary power and capacity to enter into this Agreement and to perform all of its obligations hereunder.
15. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
16. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
17. This Subordination Agreement is executed and delivered in and shall be construed under and governed by the laws of the State of Texas and applicable federal law and is performable in Travis County, Texas.

IN WITNESS WHEREOF, the Subordinate Creditor has executed this Subordination Agreement effective as of the day and year first set forth above.

SUBORDINATED CREDITOR:

TRAVIS COUNTY HOUSING FINANCE
CORPORATION

BY: _____

NAME: _____

TITLE: _____

State of _____

County of _____

Before me, the undersigned, on this day personally appeared _____, _____ of **TRAVIS COUNTY HOUSING FINANCE CORPORATION**, known to me (or proved to me on the oath of _____, or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2008.

Notary Public, State of Texas

County of _____

My Commission Expires:

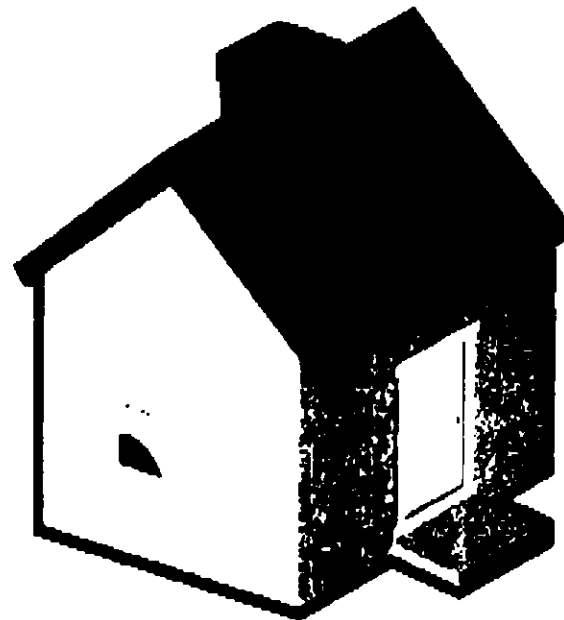
After Recording, return to:

TS Connections, LLC d/b/a Title Stream
615 E. State Highway 121, Suite 330
Coppell, Texas 75019

Titik Stream

PLEASE RECORD THE ATTACHED
SUBORDINATION AGREEMENT
UPON RECEIPT AND RETURN TO:

Texas Department of Housing & Community Affairs
Loan Servicing Division – Becky Pavia
221 East 11th Street
Austin, Texas 78711



www.tdhca.state.tx.us

IF YOU HAVE ANY QUESTIONS, PLEASE CALL:

Becky Pavia @512-475-2119
Or
1-800-298-4013

100074427093

**SUBORDINATION AGREEMENT
BY AND BETWEEN
THE TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS
AND
STORMMI K. STEWART**

**STATE OF TEXAS §
 §
TRAVIS COUNTY §**

WHEREAS, the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** (hereinafter called "Department") is the owner and holder of that certain promissory note executed by **STORMMI K. STEWART**, (hereinafter called "Grantor", whether one or more) in the original principal amount of \$8,000.00, dated 7/25/2007, recorded 07/25/2007, in Document No. 2007137799, to Michael Gerber, Trustee, Travis County, Texas:

Lot 2, Block D, Forest Bluff Section 5, a subdivision in Travis County, Texas, according to the map or plat recorded in Document No.200600032, official public records of Travis County, Texas.

The property address: 15103 Bullace Street, Austin, Texas 78724.

WHEREAS, Department has been requested to subordinate its lien(s) to a deed of trust in favor of **AMERICAN STERLING BANK/ATIMA**, P.O. Box 8500, Sugar Creek, MO 64054 (hereinafter called "Lender") securing a note in the original principal amount of \$115,433.00 (hereinafter called "Note 2"), executed by Grantor, payable to Lender; and

WHEREAS, Lender declines to make the loan to Grantor unless its lien shall be a **FIRST AND SUPERIOR** lien to any and all liens against the herein described property;

NOW, THEREFORE, in consideration of the premises, it is hereby agreed that Department, the owner and holder of Note 1 and the liens securing same, in consideration of **TEN DOLLARS (\$10.00)**, the making of the loan by Lender to Grantor as hereinabove described, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby *subordinate* its Deed of Trust lien above described to the Deed of Trust lien in favor of the Lender securing payment of Note 2, and any renewals and extensions thereof. Lender's lien shall remain superior to the lien subordinated hereby so long as Note 2, or any part thereof, remains unpaid. The Deed of Trust securing payment of Note 2 may contain such covenants, conditions and agreements, including the power of acceleration of maturity of the indebtedness and the sale of the land, as the Lender may require and determine necessary to make its loan.

FURTHER, this subordination is specifically limited to the above described property and improvements (if any) and if the Deed of Trust securing Note 1 should encompass more than the above described property, this subordination shall affect the lien securing Note 1 only as said lien affects the above described property and none other.

This subordination is made without warranty, representation, or recourse as against or by the undersigned and applies only to the extent and to the specific property described above. All liens not hereby subordinated are hereby retained in the priority established by recordation in the property records.

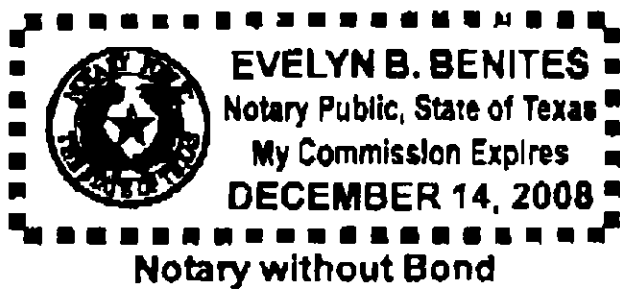
EXECUTED this 15th day of MAY, 2008.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: [Signature]
David Cervantes
Director of Financial Administration

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 15th day of MAY, 2008, by David Cervantes, Director of Financial Administration, of the Texas Department of Housing and Community Affairs, a public and official department of the State of Texas, on behalf of said Department.



[Signature]
Notary Public, State of Texas
Name: EVELYN B. BENITES
Commission expires: 12-14-2008

After recording return to:
TX Dept. of Housing & Community Affairs
221 East 11th St., Loan Administration
Austin, TX 78711