

Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 25, 2008

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

B. Specific Agenda Wording:

RECEIVE BRIEFING BY THE CITY OF AUSTIN STAFF ON THE PROPOSED HOMESTEAD PRESERVATION REINVESTMENT ZONE, A TAX INCREMENT FINANCING (TIF) ZONE SUPPORTING AFFORDABLE HOUSING IN THE HOMESTEAD PRESERVATION DISTRICT.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



City of Austin

Neighborhood Housing and Community Development
P.O. Box 1088, Austin, TX 78767 -1088
(512) 974-3100 ♦ Fax (512) 974-3112 ♦ www.cityofaustin.org/housing

RECEIVED
COUNTY JUDGE'S OFFICE
08 OCT 17 PM 3:42

Letter of Transmittal

Hand Delivery

October 17, 2008

To:
Samuel T. Biscoe, County Judge
Travis County
314 West 11th Street, #520
Austin, Texas 78701

Contents:
Notice of Intent and Project Plan for Homestead Preservation Reinvestment Zone

Received & Date _____



City of Austin
Neighborhood Housing and Community Development
Department
1000 East 11th Street, Suite 200
Austin, Texas 78702
Telephone: (512) 974-3100 FAX: (512) 974-3161

RECEIVED
COUNTY JUDGE'S OFFICE
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**NOTICE OF THE INTENTION OF THE CITY OF AUSTIN TO ESTABLISH
A HOMESTEAD PRESERVATION REINVESTMENT ZONE IN ACCORDANCE WITH THE
HOMESTEAD PRESERVATION DISTRICTS AND REINVESTMENT ZONES STATUTE, TEXAS
LOCAL GOVERNMENT CODE CHAPTER 373A.**

October 17, 2008

Samuel T. Biscoe, County Judge
Travis County
314 West 11th Street, #520
Austin, Texas 78701

Nan McRaven, President, Board of Trustees
Austin Community College
5930 Middle Fiskville Road
Austin, Texas 78752

Dr. Barbara Mink, Chair, Board of Trustees
Austin Independent School District
1111 West 6th Street
Austin, Texas 78703

Clarke Heidrick, Chair
Travis County Healthcare District
314 West 11th Street, #520
Austin, Texas 78701

HONORABLE MEMBERS OF THE ABOVE GOVERNING BODIES:

The City of Austin is proposing the creation of a Homestead Preservation Reinvestment Zone ("the TIF Zone"), which is a tax increment financing reinvestment zone for affordable housing in East Austin, authorized in Texas Local Government Code Chapter 373A, Subchapter D, entitled "Homestead Preservation Reinvestment Zone". On October 16, 2008, the Austin City Council adopted a resolution approving a preliminary project and financing plan for the TIF Zone and authorizing the City Manager to distribute to all taxing units the City's notice of intent to create the TIF Zone.

The purpose of this letter is to provide you with the attached copy of the City's preliminary project and financing plan, and to officially notify you of the City's: (1) intent to create the TIF Zone, and (2) plan to hold a public hearing on the creation of the TIF Zone.

The proposed TIF Zone is located within the area bounded by IH-35 on the west; Lady Bird Lake on the south; Springdale Road to Lyons Road to Webberville Road to Oak Springs Drive to Airport Boulevard on the east; and 38th ½ Street to Cherrywood Road to Manor Road on the north.

The area has experienced significant gentrification pressures that hinder the provision of housing accommodations for low and moderate income households. The contemplated TIF will provide significant public benefit through the creation and preservation of affordable housing in the Zone.

The City has determined that it can finance the Homestead Preservation Reinvestment Zone Project without financial participation in the TIF Zone from AISD, Austin Community College, or the Travis County Healthcare District. The project and financing plan was prepared assuming contribution from Travis County of an amount which is equal to the tax increment contributed by the City, in accordance with the statute. County approval is necessary for the TIF to become effective, and the City will consult with the County regarding the terms of the proposed TIF. The TIF Zone would offer a reasonable method to accomplish financing to develop and retain affordable housing in the area. Because of the purpose of this TIF Zone, it is not expected to have a significant impact on property values and tax revenues. The preliminary project and financing plan includes the following elements:

- Information regarding estimated project costs of the TIF Zone
- An economic feasibility study for the Homestead Preservation Project
- The current appraised value of taxable real property in the TIF Zone
- Map of the TIF Zone boundaries

The Zone will not issue debt and the preliminary plan proposes that affordable housing projects will be accomplished as funds become available. There may be some changes to the project and financing plan as the City continues to refine its analysis and consults with Travis County, and these changes will be incorporated into a final project and financing plan that the Council and the TIF Zone board would approve after creation of the TIF Zone. Final recommendations will be presented at the public hearing on TIF creation. Although the preliminary plan reflects a contribution of up to 100% of the City's tax increment, and an equal dollar amount from the County, the tax increment for the Homestead TIF area may be an amount less than 100%.

Although this TIF Zone is being created pursuant to Local Government Code Chapter 373A, certain provisions of Tax Code Chapter 311, the "Tax Increment Financing Act", apply to creation. In accordance with those provisions, there are several actions we are requesting of each taxing jurisdiction, which are summarized in the table below. Please notify us of your jurisdiction's decision regarding the following matters.

<u>City Request</u>	<u>Taxing Jurisdictions Affected</u>
Take formal action to waive the 60-day notice requirement for holding a public hearing on the creation of the TIF Zone, to allow the hearing to be held on November 20, 2008, if possible.	All jurisdictions
Agree to a joint formal presentation on the TIF Zone.	All jurisdictions
Designate in writing a representative for your jurisdiction (either staff or elected official) by October 31, 2008, to meet with City staff on any questions related to the TIF Zone.	All jurisdictions
Notify the City if you intend to appoint a representative to the board of directors of the TIF Zone.	All jurisdictions

The City of Austin requests that all taxing jurisdictions take formal action to agree to waive the requirement set forth in Section 311.003(e) of the Act, that not later than the 60th day before the date of the public hearing, the City notify each taxing unit that levies real property taxes in the proposed TIF Zone that the City intends to establish the TIF Zone. Waiver of this 60-day notice requirement will allow the City to expedite the public hearing, if possible, and the other steps required to form the TIF Zone.

If all jurisdictions agree to waive this 60-day advance notice requirement, a public hearing to receive public comment on the creation of the proposed TIF Zone and its benefits to the City and other taxing jurisdictions in the proposed TIF Zone, will be scheduled to be held at 6:00 p.m. on November 20, 2008, at the Austin City Hall, 301 West 2nd Street, Austin, Texas.

If the 60-day notice requirement is not waived, the public hearing will be scheduled to be held on December 18, 2008.

The City further requests that you designate within 15 days after the date of this letter (by October 31, 2008), a representative to meet with City staff to discuss any questions your jurisdiction may have regarding the TIF Zone project and financing plan. This person may be a staff member or an elected official.

In addition to the public hearing, the City is also required to provide formal presentations on the TIF Zone to the taxing jurisdictions. However, the presentations may be accomplished at one joint meeting if agreed to by all taxing jurisdictions. Please note that there is no requirement for a quorum of either governing body at the joint presentation. If the joint presentation approach is acceptable to all taxing jurisdictions, City staff will work with the governing bodies to schedule the most convenient time and place for the joint presentation.

Upon designating your representative, please advise the City in writing of his/her name and title. Please also send a certified copy of the action taken by your governing board waiving the 60-day notification requirement described above. Please forward this information to:

Margaret Shaw
Director
Neighborhood Housing and Community Development Department
City of Austin
1000 West 11th Street, Suite 400
Austin, Texas 78702
margaret.shaw@ci.austin.tx.us

Finally, as a taxing unit, you also have the right to appoint a member to the TIF Zone's board, once the board has been established by the City Council. If possible, the City would also like to know as soon as possible whether your taxing unit intends to appoint a TIF Zone board member, or will waive its right to an appointment.

Thank you for your assistance in this matter. If you need more information or have questions, please contact Margaret Shaw at 974-3184 or David Lloyd at 974-2918.

Enclosure:

City of Austin Homestead Preservation Reinvestment Zone No. 1 Preliminary Project Plan and Financing Plan and Exhibits

City of Austin
Homestead Preservation Reinvestment Zone No. 1

Preliminary Project Plan
and
Reinvestment Zone Financing Plan

October 2008

Table of Contents

Executive Summary

Project Plan

Reinvestment Zone Financing Plan

Executive Summary

Chapter 373A, Local Government Code was passed by the 79th Texas Legislature in 2005. The Chapter, titled “Homestead Preservation Districts and Reinvestment Zones”, provides tools for municipalities to create and preserve affordable housing within specific areas.

The stated purposes of Chapter 373A are: (1) promote the ability of municipalities to increase homeownership, provide affordable housing, and prevent the involuntary loss of homesteads by existing low-income and moderate-income homeowners living in disadvantaged neighborhoods; (2) protect a municipality’s interest in improving economic and social condition within disadvantaged communities by enhancing the viability of homeownership among low-income and moderate-income residents in areas experiencing economic pressures; and (3) provide municipalities with a means to expand and protect homestead interests of low-income and moderate income families.

The Homestead Preservation Reinvestment Zone must be located within the boundaries of the Homestead Preservation District. Areas eligible for designation as the District are described in Chapter 373A. On January 11, 2007, the City Council passed Ordinance 20070111-053, designating the District. The boundaries of the District are IH-35 on the west; Lady Bird Lake on the south; Springdale Road to Lyons Road to Webberville Road to Oak Springs Drive to Airport Boulevard on the east; and 38th ½ Street to Cherry wood Road to Manor Road on the north. The proposed TIF includes all of the Homestead Preservation District area. A map of the proposed Homestead Preservation Reinvestment Zone is attached as Exhibit 1 to the Plan.

The Homestead Preservation District has experienced a great deal of redevelopment pressure, as buyers seek homes close to Downtown. Developers and speculators have moved to purchase properties in the District for development of new housing, leaving long-time residents increasingly unable to purchase and maintain homes in the neighborhoods they and their families have lived in for generations. While redevelopment activities have brought welcome additions to the range of services available for residents, efforts to maintain affordable housing have been hampered by rising real estate prices and limited funding.

Recent data indicates that 48% of households in the District earn less than \$25,000 annually, and a disproportionately large number of households are headed by single-parents, and/or lack a high school diploma. In contrast, a review of homes for sale listed on the Austin Board of Realtors Multiple Listing Service indicates that there are no inhabitable homes available for purchase in the area for a household earning twice as much.

Programs operated by the City of Austin and nonprofit Community Housing Development Organizations have sought to increase the availability of affordable housing in the District. Future production of affordable housing in the District is hampered by increasing real estate values and decreasing federal support for affordable housing programs. Vacant lots suitable for single-family development are priced between \$60,000 and \$250,000 in the District.

The purpose of the Homestead Preservation Reinvestment Zone, is to provide affordable housing opportunities within the Zone. Federal prohibition for projects exceeding the 221(d)3 project cost limitation, or for projects exceeding the 203(b) value, frequently make the use of existing programs impossible in this rapidly gentrifying area. But for the funds to be generated by the HPRZ, continued

development and preservation of affordable housing within the Zone would be severely limited.. This plan does not identify or propose any particular purchases of real estate, construction or rehabilitation projects. It is intended that projects will be designed, proposed, planned and developed over time, based on the amount of funds available in the increment fund as the TIF continues in operation. All projects will be subject to City of Austin public notice, procurement and purchasing requirements in effect at the time of proposal.

To finance the creation and preservation of affordable housing within the Homestead Preservation District, the City of Austin proposes the formation of a Homestead Preservation Finance Reinvestment Zone, in accordance with Chapter 373A of Local Government Code. In a TIF, the City and County contribute a portion of the property tax on the increase in value (tax increment) to TIF purposes. Under this proposal the City of Austin will contribute up to 100% of its tax increment and Travis County will annually contribute to the increment fund a percentage of its tax increment that would equal the dollar amount contributed by the City to the increment fund. The project will be funded with the increment collected by the TIF, as funds are received. No debt secured by a tax increment pledge or the full faith and credit of the City or the County will be issued to meet project costs, although layering of funding from other sources may be used to accomplish project goals. The TIF would terminate no later than after 10 years.

Project Plan

This document is the Preliminary Project Plan for the Homestead Preservation Reinvestment Zone (HPRZ), City of Austin, Texas as required by Chapter 373A of the Local Government Code and Chapter 311 of the Texas Tax Code. The Zone is located in Central East Austin, entirely within the Homestead Preservation District. The purpose of the Zone is to finance the creation and preservation of affordable housing within the Zone.

The creation of the TIF will serve a public purpose through creation and preservation of affordable housing within the Zone, and will provide a continuing benefit to the community. This plan may be amended from time to time.

Expenditures for project and administrative costs will be funded by tax increment revenues derived from increases in property values within the Zone. Expenditures will be made in accordance with Chapter 373A, Local Government Code and Chapter 311, Tax Code. Chapter 373A provides that projects funded by the HPRZ benefit low and moderate income households at specific levels. The construction or rehabilitation of any improvements will comply with City planning, development and construction regulations. Project costs are as defined in Tax Code Section 311.002, and as further defined in Local Government Code Section 373A.157(e), and may include offsite improvements directly related to the construction or rehabilitation of affordable housing in the zone.

In accordance with the requirements of the HPRZ statute, funds will be expended as follows:

At least 25% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 30% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties owned by households at 30% MFI or below within the Zone. The public benefit created through the preservation of affordable ownership housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

At least 50% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 50% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction, rehabilitation, renovation or reconstruction of homestead and rental housing for households at or below 50% MFI within the Zone. The public benefit created through creation or preservation of affordable housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

All of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 70% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction or rehabilitation of affordable housing for households at or below 70% MFI within the District. Funds may be provided as a direct subsidy to eligible households. The public benefit created through the creation of affordable housing will be preserved through shared-equity liens or within a land trust to meet the affordability period requirements in the statute.

Not more than 10% of the revenue from the tax increment fund expended annually will be used for the administration by land banks and Community Housing Development Organizations of housing-related activities in the Zone. Funds will be made available on a competitive basis to CHDOs certified by the City of Austin that have developed or rehabbed at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building code within the preceding 10-year period within the Zone.

Not more than 10% of the revenue expended annually from the tax increment fund for administration of the zone.

Funds returned to the HPRZ as loan repayment, recapture or program income will be invested in projects in the Zone. Funds received will be used to create and preserve affordable housing in accordance with the Project Plan.

Revenue from the HPRZ will be dedicated as provided in the project plan for use by a political subdivision, a Community Housing Development Organization certified by the City of Austin, or a Homestead Land Trust created or designated by the City of Austin. Funds may be made available on a competitive basis through a Request for Proposal process.

The area Median Family Income (MFI) level by household size will be the basis for home owner or tenant participation. The Median Family Income is published by the United States Department of Housing and Urban Development on an annual basis. Household eligibility will be determined according to 24 CFR Part 5, using the guidelines found in the "*Technical Guide for Determining Income and Allowances for the HOME Program*", HUD Publication 1780-CPD.

1. Maps showing existing uses and conditions of real property and proposed improvements and uses of that property within the Zone

The Homestead Preservation District is impacted by seven separate Neighborhood Plans. The plans are the result of community efforts to articulate preferences for future land development. The plans all include a Future Land Use Map, which indicates preferred types of development and density for the Neighborhood. The Future Land Use Maps included as part of the project plan are for the following Neighborhoods:

- Central East Austin Neighborhood
- Chestnut Neighborhood
- East Cesar Chavez Neighborhood
- Govalle/Johnston Terrace Neighborhood
- Holly Neighborhood
- Rosewood Neighborhood
- Upper Boggy Creek Neighborhood

While some of the FLUM boundaries extend beyond the Homestead Preservation District, they provide a clear illustration of community preferences for future development, and are included here as Exhibit 2.

2. Proposed Changes of Zoning Ordinances, the Master Plan of the Municipality, Building Codes, and Other Municipal Ordinances

All project construction is anticipated to adhere to all City Code and other municipal requirements in effect at the time permits are issued. Currently, there are no proposed changes to City ordinances, master plans or building codes. Should changes to zoning ordinances be required to complete individual projects, all applicable processes will be followed.

3. List of Estimated Non-project Costs

Non-project costs are those development items that will be funded by others and are necessary for the implementation of the project. No tax increment reimbursement is provided for non-project costs. No non-project improvements or costs are proposed.

4. Statement of Method of Relocating Persons to be Displaced as a Result of Implementing the Project

When necessary and applicable under the Finance Plan and Project Plan for the Homestead Preservation Reinvestment Zone, recipients of financing will be directed to replace all occupied and vacant occupy-able affordable housing demolished or subject to conversion as the result of a project financed through or by the HPRZ.

Consistent with the purpose of the Homestead Preservation Districts and Reinvestment Zones statute, recipients, to the greatest extent feasible, will take steps to minimize the direct and indirect displacement of persons from their homes. These steps may include, but are not be limited to, the following:

1. Coordinate code enforcement with rehabilitation and housing assistance programs;
2. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first;

3. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation;
4. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative, as a result of a project assisted with HPRZ funds;
5. Provide counseling services to assist homeowners and tenants to access information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

All permanent replacement housing will be provided within three years after commencement of the demolition or conversion. Before entering into a contract committing the HPRZ to provide funds for a project that will directly result in demolition or conversion, the HPRZ will direct that Notice be made public by placing publication in a newspaper of general circulation, or post the information at the City of Austin's neighborhood centers, City Clerk's office, the City of Austin Neighborhood Housing and Community Development (NHCD) website, and other selected local public places in the area of the proposed project. Such Notice to include:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of affordable housing that will be demolished or converted as a result of the assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of bedrooms and location on a map of the replacement housing that has been or will be provided;
5. The source of all funding and a time schedule for the provision of the replacement housing;
6. The basis for concluding that the replacement housing will remain affordable for the required period;
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two one-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the approved Project Plan for the HPRZ.

To the extent that the specific location of the replacement housing and other data in items 4 through 7 are not available at the time of the general submission, the recipient of HPRZ funds will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data are available.

The Board of the HPRZ or its designated agent is responsible for ensuring the tracking of replacement housing and ensuring that it is provided within the required period.

The recipient of HPRZ funds is responsible for the provision of relocation payments and other relocation assistance to any lower income household displaced by the demolition or conversion of any housing. The provision of relocation payment(s) and other relocation assistance will, at a minimum, meet all the requirements of the Uniform Relocation Assistance and Real Property Acquisition regulations found at 49 CFR Part 24, and the requirements of the Department of Housing and Urban Development Handbook 1378, Tenant Assistance and Real Property Acquisition, as amended, regardless of any other fund source(s) for the project.

Reinvestment Zone Financing Plan

In the proposed TIF, if created, the City and County contribute equal amounts of the property tax on the increase in value of real property in the zone (tax increment) as generated. The plan proposes that the City of Austin could annually contribute up to 100% of the amount of property taxes levied by the City on the captured appraised value of real property taxable by the City and located in the Zone. Council may approve a plan that provides for a lower increment than 100% if agreed to by the City or the County during discussions, but prior to establishment of the TIF. In accordance with the statute, Travis County would contribute a dollar amount equal to the amount of the City's contribution each year during the life of the TIF. County approval of the creation, boundaries, duration, and amount of tax increment is necessary for the TIF to become effective, and therefore, the City will consult with Travis County representatives to reach agreement on the amount of tax increment to be contributed by the City and County, as well as other terms. Tax increment revenues may be expended only for purposes described in the project and financing plans for the TIF. The project will be funded as the increment is collected, and no debt will be issued to finance the project. The proposed TIF would terminate no later than after 10 years.

I. List of the Estimated Project Costs of the Zone, Including Administrative and Recurring Expenses

The zone will not incur bond financing costs. All project costs associated with the project plan outlined above will be funded on a pay-as-you-go basis, using TIF revenue that has been collected and deposited into the Homestead Preservation TIF fund.

At least 25% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 30% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties owned by households at 30% MFI or below within the Zone. The public benefit created through the preservation of affordable ownership housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

At least 50% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 50% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction, rehabilitation, renovation or reconstruction of homestead and rental housing for households at or below 50% MFI within the Zone. The public benefit created through creation or preservation of affordable housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

All of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 70% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction or rehabilitation of affordable housing for households at or below 70% MFI within the District. Funds may be provided as a direct subsidy to eligible households. The public benefit created through the creation of affordable housing will be preserved through shared-equity liens or within a land trust to meet the affordability period requirements in the statute.

Not more than 10% of the revenue from the tax increment fund expended annually will be used for the administration by land banks and Community Housing Development Organizations of housing-related activities in the Zone. Funds will be made available on a competitive basis to CHDOs certified by the City of Austin that have developed or rehabbed at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building code within the preceding 10-year period within the Zone.

Not more than 10% of the revenue expended annually from the tax increment fund for administration of the zone.

II. Statement Listing the Kind, Number and Location of All Proposed Public Works or Public Improvements in the Zone

The proposed project includes the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties owned by households as outlined in I above. The public benefit created through creation or preservation of affordable housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

III. Economic Feasibility Studies

An economic feasibility study was completed by Capital Market Research. See Exhibit 3. Because the Homestead Preservation District is a large and diverse area, Capital Market Research applied a broad approach to the forecast of future real estate values, taking into account growth trends, as well as the status of current and planned development in the district. A block-by-block market analysis, which was completed for the Waller Creek tunnel project, is not a practical approach for the analysis of a Homestead Preservation TIF due to the size and diversity of the district. Four possible growth scenarios for the tax base in the Zone were developed, with the city-wide average growth scenario used to project future tax revenue. Staff has verified taxable values included in the report, working with the Travis County Appraisal District. Additional analyses of potential TIF revenue and the estimated impact on the City's General Fund will be completed by staff, and attached to the final plan.

IV. The Estimated Amount of Bonded Indebtedness to be Incurred

No bonded indebtedness will be incurred.

V. The Time When Monetary Obligations are to be Incurred

The Homestead Preservation TIF will not issue debt. Monetary obligations will be incurred for eligible projects as funds become available, estimated to 2010.

VI. Description of the Method of Financing All Estimated Project Costs and the Expected Sources of Revenue to Finance or Pay Project Costs Including the Percentage of Tax Increment to be Derived from the Property Taxes of Each Taxing Unit that Levies Taxes on Real Property in the Zone

Description of the Methods of Financing

The zone will not incur bond financing costs. All project costs associated with the project plan outlined above will be funded on a pay-as-you-go basis, using TIF revenue that has been collected and deposited into the Homestead Preservation TIF fund.

Sources of Tax Increment Revenue

The tax increment revenue necessary to pay the project costs is expected to come from increased property values in the zone due to growth in values and development that would normally occur over the course of time. Estimated tax base and tax revenues are shown in the table below.

10-Year Revenue Projections

\$\$ in millions	Yr 1	Yr 5	Yr 10	Annual Average	10-Year Total
HP District					
Captured tax base	\$60.6M	\$337.3M	\$775.8M	\$350.8M	\$ 775.8M
TIF tax revenue	\$ 0.2M	\$ 1.2M	\$ 2.4M	\$ 1.3M	\$ 13.2M

The table above is based on the City of Austin contributing up to 100% of their collected incremental tax revenue to the zone at an estimated effective tax rate. If Travis County subsequently agrees to contribute a dollar amount equal to the amount of the City’s contribution each year during the life of the TIF, an additional \$13.2 million could be generated over a ten-year TIF life. Council may approve a plan that provides for a lower increment than 100% if agreed to by the City and the County during discussions after approval of this preliminary plan, but prior to establishment of the TIF. County approval of the creation, boundaries, duration, and amount of tax increment is necessary for the TIF to become effective, and therefore, after approval of this preliminary plan, the City will consult with Travis County representatives to reach agreement on the amount of tax increment to be contributed by the City and County, as well as other terms.

Tax rates that are currently in effect are shown below.

Taxing Unit	Total Tax Rate	Tax Rate Dedicated	% Dedicated
City of Austin	\$0.4034/\$100	\$0.4012/\$100	up to 100%
Travis County	\$0.4122/\$100	\$0.4122/\$100	up to 100%

VII. The Current Total Appraised Value of Taxable Real Property in the Zone

The area includes 6,815 parcels and includes two proposed Transit Oriented Development (TOD) Districts at Plaza Saltillo and Martin Luther King (MLK).

	Number of Parcels	2008 Taxable Value – City	2008 Taxable Value – County
HP District	6,815	\$1,124,971,617	\$1,024,133,255

VIII. The Estimated Captured Value of the Zone During Each Year of its Existence

The preliminary revenue projections in the table in Section VII above assume that city-wide taxable values will grow, on the average, by 5.4% per year and that new construction will grow by 1.4%.

If the most recent 10-year trends were used to project growth in taxable values in the Homestead Preservation District, growth in overall assessed value might range from 4% to 12% annually, depending on the forecasting methodology. Growth in the District's tax base has averaged 12.9% annually over the last ten years, compared with 7.1% for the City overall. The revenue projections above were developed assuming that overall growth in the District would approximate overall City growth of 5.4% annually as a conservative approach since double-digit growth is not likely to consistently occur over a long-range forecast period.

Staff was able to obtain new construction data since 2005 for the District from the Travis Central Appraisal District. If these trends were used to project growth in new construction, projections might average as much as 10% annually, depending on the forecasting methodology. These more recent trends reflect the steep growth in development experienced in the last few years, and are likely not to be sustainable over a long-range forecast period. As a more conservative approach, the projections above reflect average annual growth in new construction of 2.5% consistent with the average annual compounded growth in new construction experienced across the city during the last ten years.

Cumulative Captured Value in the Zone
Dollars in millions

2009	\$	60,581,526
2010	\$	124,425,463
2011	\$	191,707,500
2012	\$	262,612,781
2013	\$	337,336,426
2014	\$	416,084,059
2015	\$	499,072,379
2016	\$	586,529,752
2017	\$	678,696,845
2018	\$	775,827,284

IX. Duration of the Zone

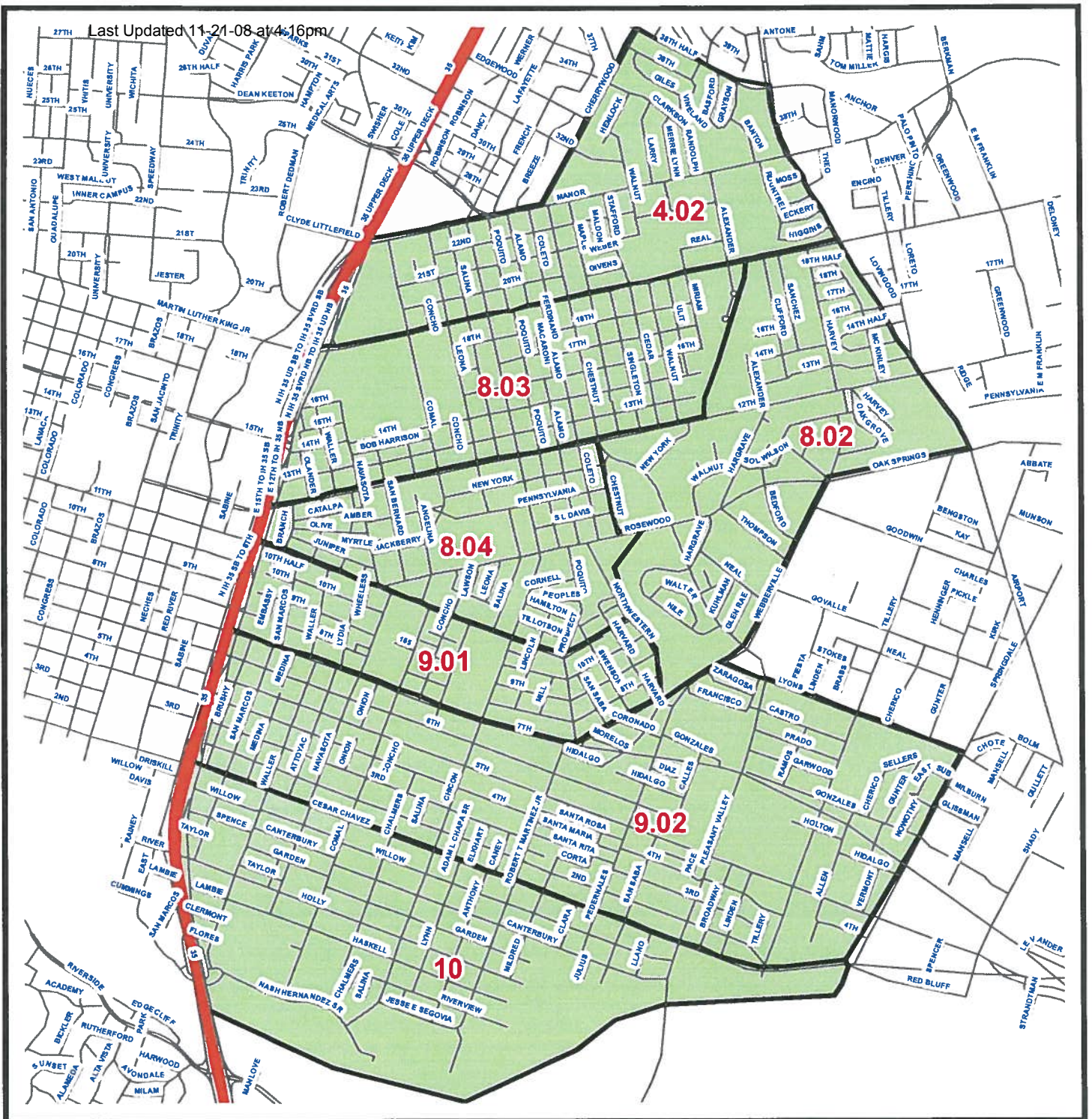
The duration of the Reinvestment Zone is up to 10 years. If established by the end of calendar year 2008, the first date for which the TIF captured appraised value will be recorded will be January 1, 2009. Fiscal year 2010 will be the first year in which both the City and Travis County would pay their associated tax increment into the TIF fund that will be established pursuant to an agreement to be executed between the City and County. In the event that the local economy declines and General Fund property tax revenue is negatively affected or for other good reason, the parties may agree to terminate the TIF agreement prior to the termination date only by written agreement signed by both parties, which agreement shall include the actual termination date, and the disposition of funds that have not been disbursed.

Homestead Preservation Reinvestment Zone No. 1
Preliminary Project Plan and Reinvestment Zone Financing Plan


EXHIBIT 1

Zone Map

The boundaries of the District are IH-35 on the west; Lady Bird Lake on the south; Springdale Road to Lyons Road to Webberville Road to Oak Springs Drive to Airport Boulevard on the east; and 38th ½ Street to Cherry wood Road to Manor Road on the north. A map of the proposed Homestead Preservation Reinvestment Zone is attached.



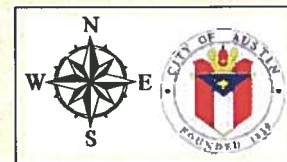
Homestead Preservation Reinvestment Zone No. 1

 Homestead Preservation

ELIGIBILITY FOR DESIGNATION

The area is a spatially compact area composed of census tracts contiguous to a central business district and with:

1. fewer than 25,000 residents;
2. fewer than 8,000 households;
3. a number of owner-occupied households that does not exceed 50% of the total households in the area;
4. housing stock at least 55% of which was built at least 45 years ago;
5. an unemployment rate that is greater than 10%;
6. an overall poverty rate that is at least two times the poverty rate for the entire municipality; and
7. in each census tract within the area, a median family income that is less than 60% of the median family income for the entire municipality.



0 0.25 0.5 1 Miles

This map has been produced by the Austin Housing Finance Corporation for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. Created October 2007. Updated October 2008.

Homestead Preservation Reinvestment Zone No. 1

Preliminary Project Plan and Reinvestment Zone Financing Plan

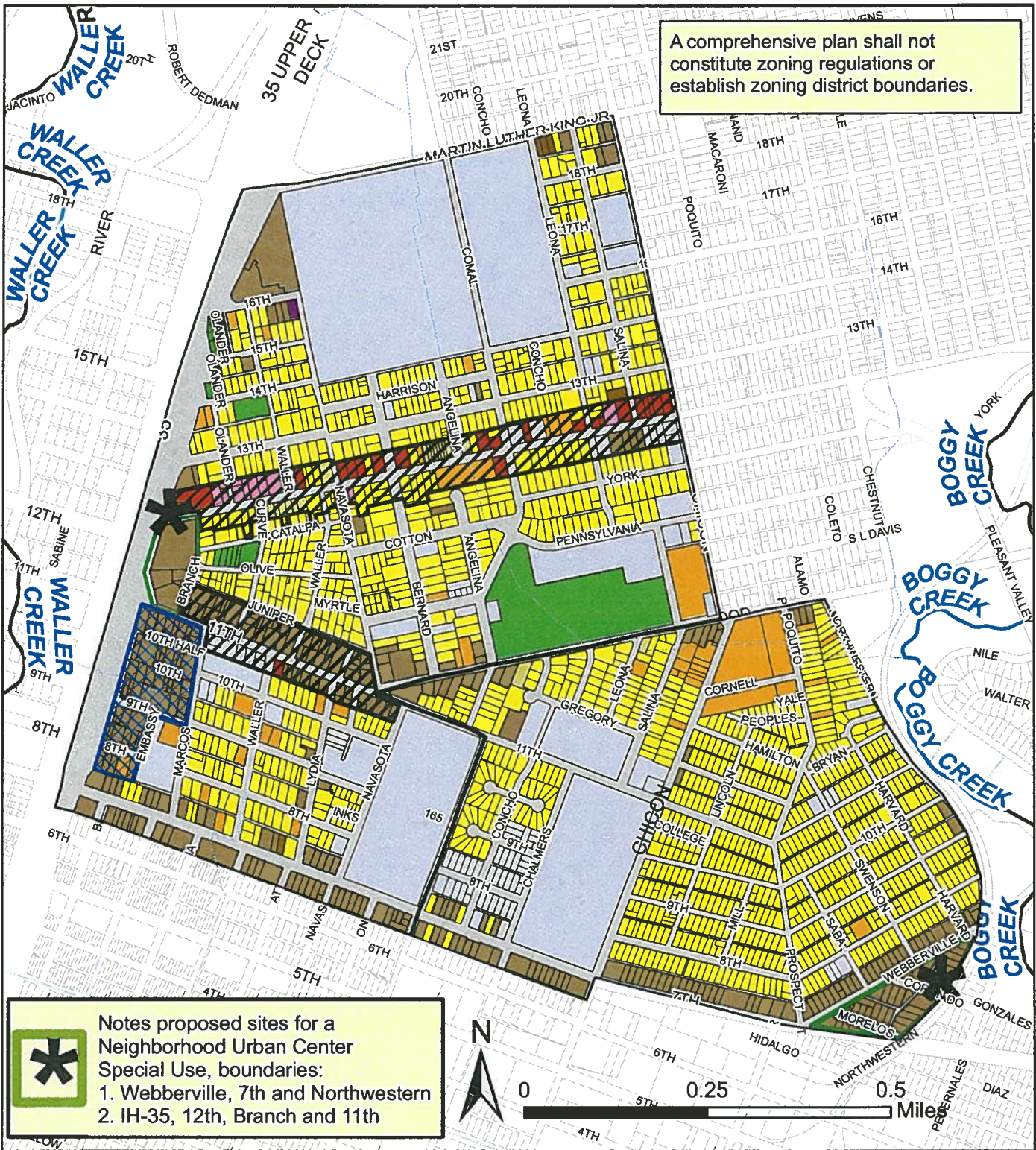
EXHIBIT 2

Future Land Use Maps

The Future Land Use Maps included as part of the project plan are for the following Neighborhoods:

- Central East Austin Neighborhood
- Chestnut Neighborhood
- East Cesar Chavez Neighborhood
- Govalle/Johnston Terrace Neighborhood
- Holly Neighborhood
- Rosewood Neighborhood
- Upper Boggy Creek Neighborhood

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Notes proposed sites for a Neighborhood Urban Center Special Use, boundaries:

1. Webberville, 7th and Northwestern
2. IH-35, 12th, Branch and 11th



Central East Austin Neighborhood Planning Area: Future Land Use Map

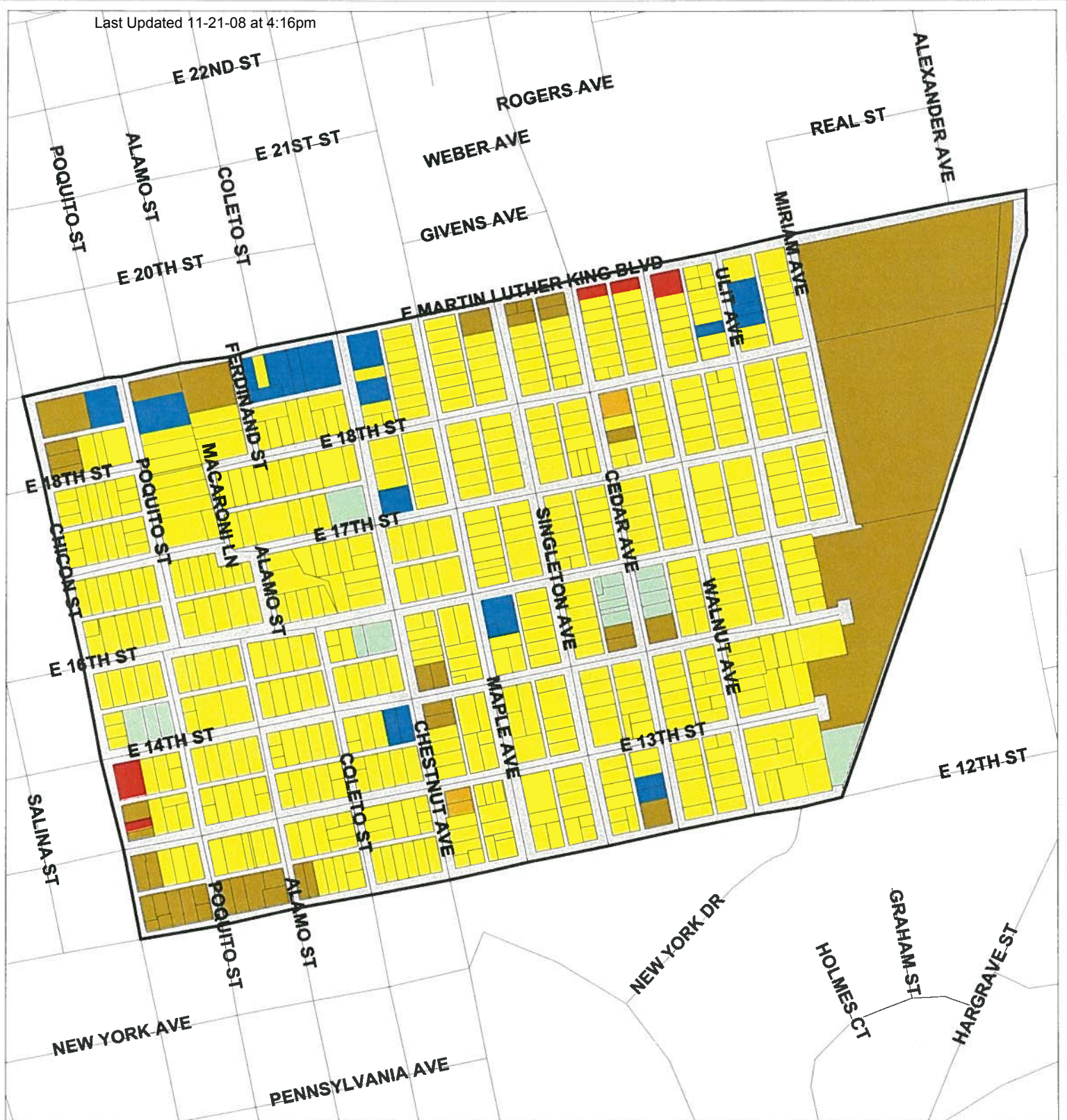
Adopted 12/13/2001

Amended 6/23/05, 11/30/06, 5/3/07, 5/25/07

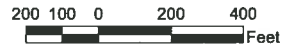
Neighborhood Planning and Zoning Department

- Neighborhood Planning Areas
- Bennett Tract & 11th Street NCCD
- Austin Revitalization Authority 11th & 12th Street Corridors

- Single-Family
- Higher-Density Single-Family
- Multifamily
- Commercial
- Mixed Use
- Office
- Mixed Use/Office
- Industry
- Civic
- Recreation & Open Space
- Transportation



Chestnut Neighborhood Planning Area Adopted Future Land Use

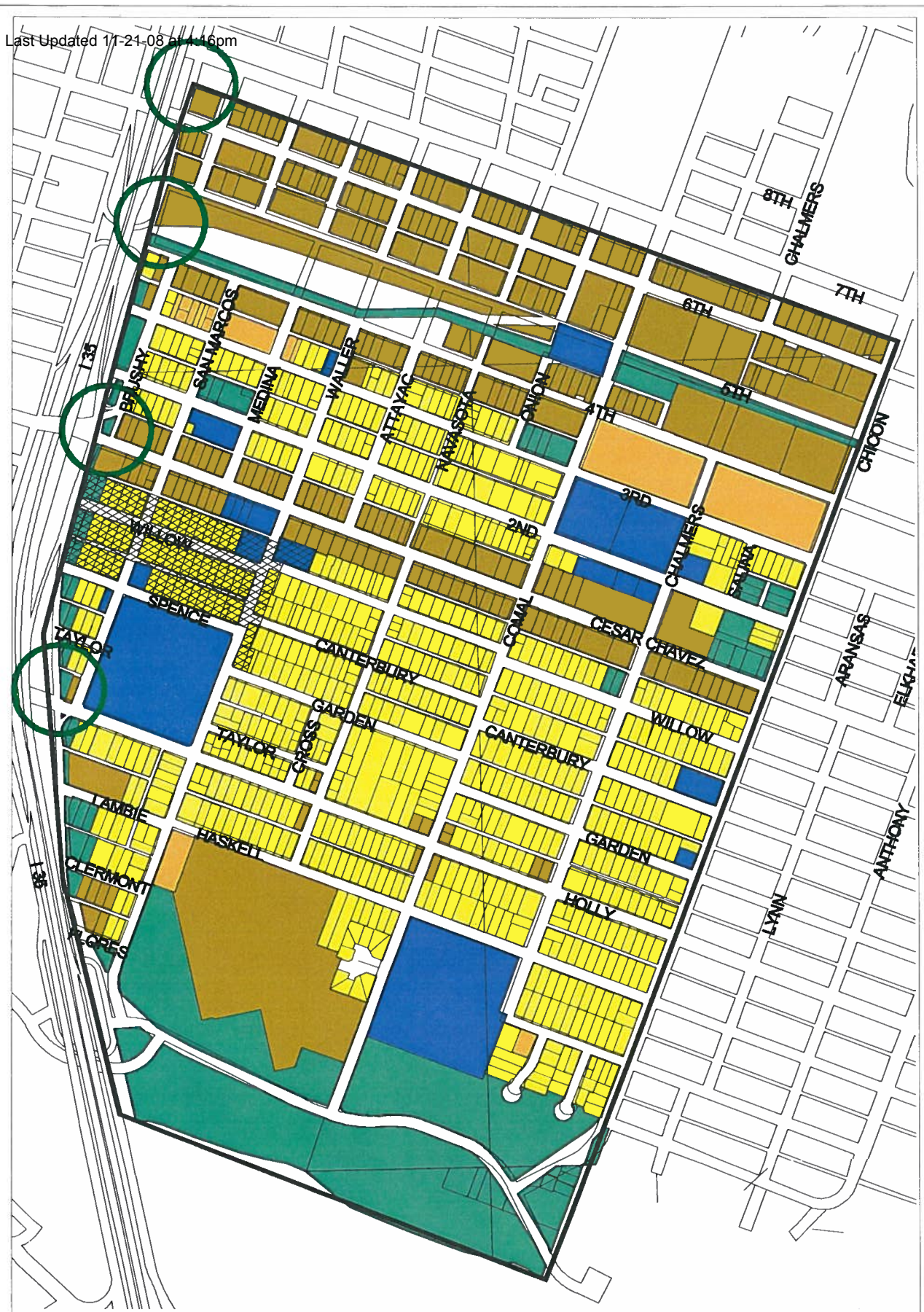


Future Land Use	
10 Agriculture	200 Multi-family
50 Rural Residential	300 Commercial
100 Single-family	330 Mixed Use
111 Higher-Density Single Family	335 High Density Mixed Use
113 Mobile Homes	350 Warehouse/Limited Office
130 Mixed Residential	400 Office
	430 Mixed Use/Office
	490 Major Planned Development
	500 Industry
	560 Major Impact Facility
	600 Civic
	700 Open Space
	750 Environmental Conservation
	800 Transportation
	870 Utilities
	940 Water



Produced by City of Austin
Neighborhood Planning &
Zoning Department
February 14, 2005

This map has been produced by the City of Austin for the sole purpose of aiding regional planning and is not warranted for any other use. No warranty is made regarding its accuracy or completeness.









**East César Chávez
Neighborhood Plan
Future Land Use Plan**



PECDSD
Neighborhood Planning
Plotted: May 1999
Adopted by Ordinance: May 13, 1999

 Neighborhood Gateway

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

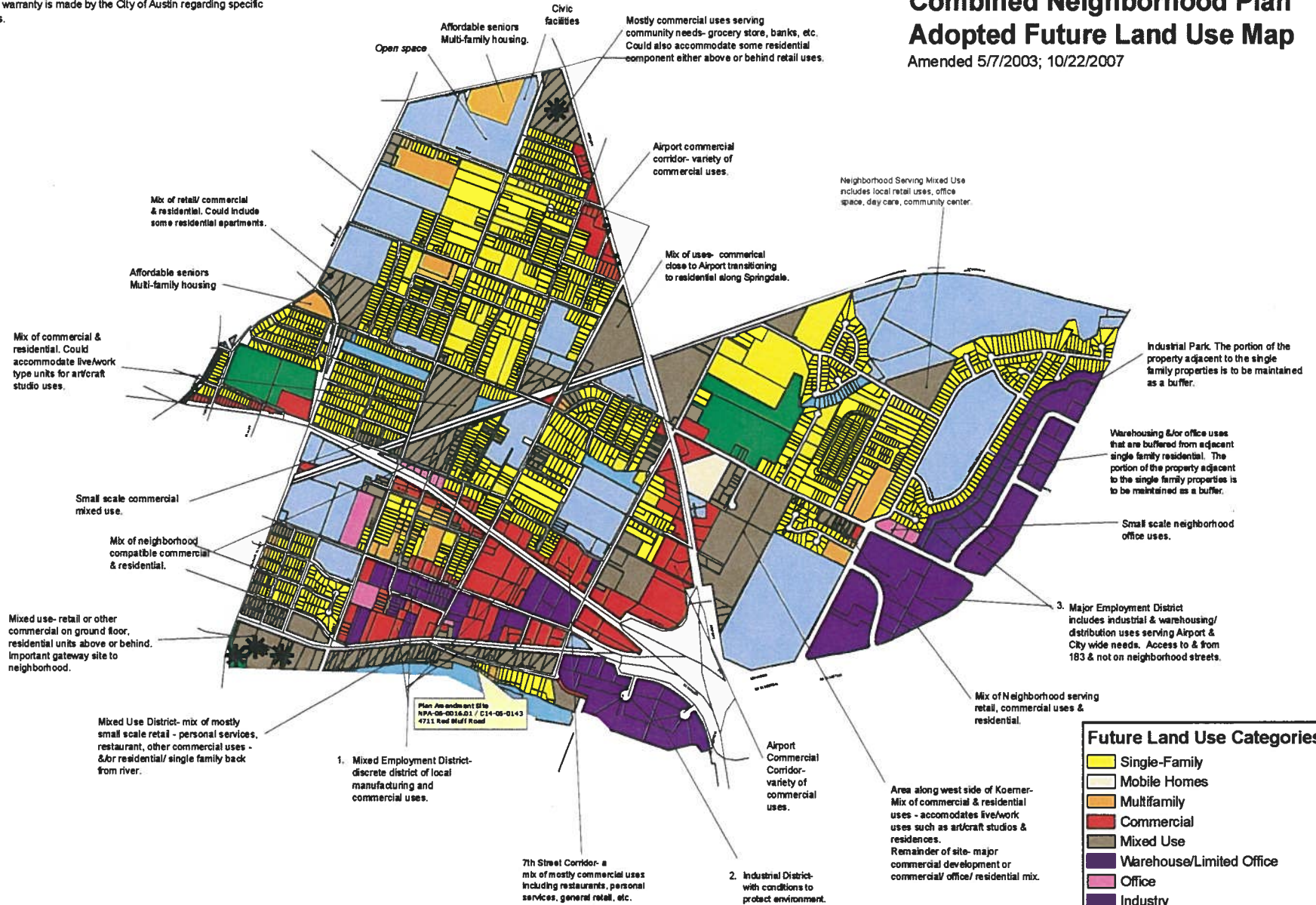
-  Multi-Family
-  Mixed Use
-  Residential
-  Openspace
-  Civic
-  Historic District



A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries. This map has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Govalle/ Johnston Terrace Combined Neighborhood Plan Adopted Future Land Use Map

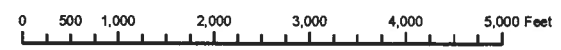
Amended 5/7/2003; 10/22/2007



Plan Amendment Title
NPA-05-0016.01 / C14-05-0143
4711 Red Bluff Road

Future Land Use Categories

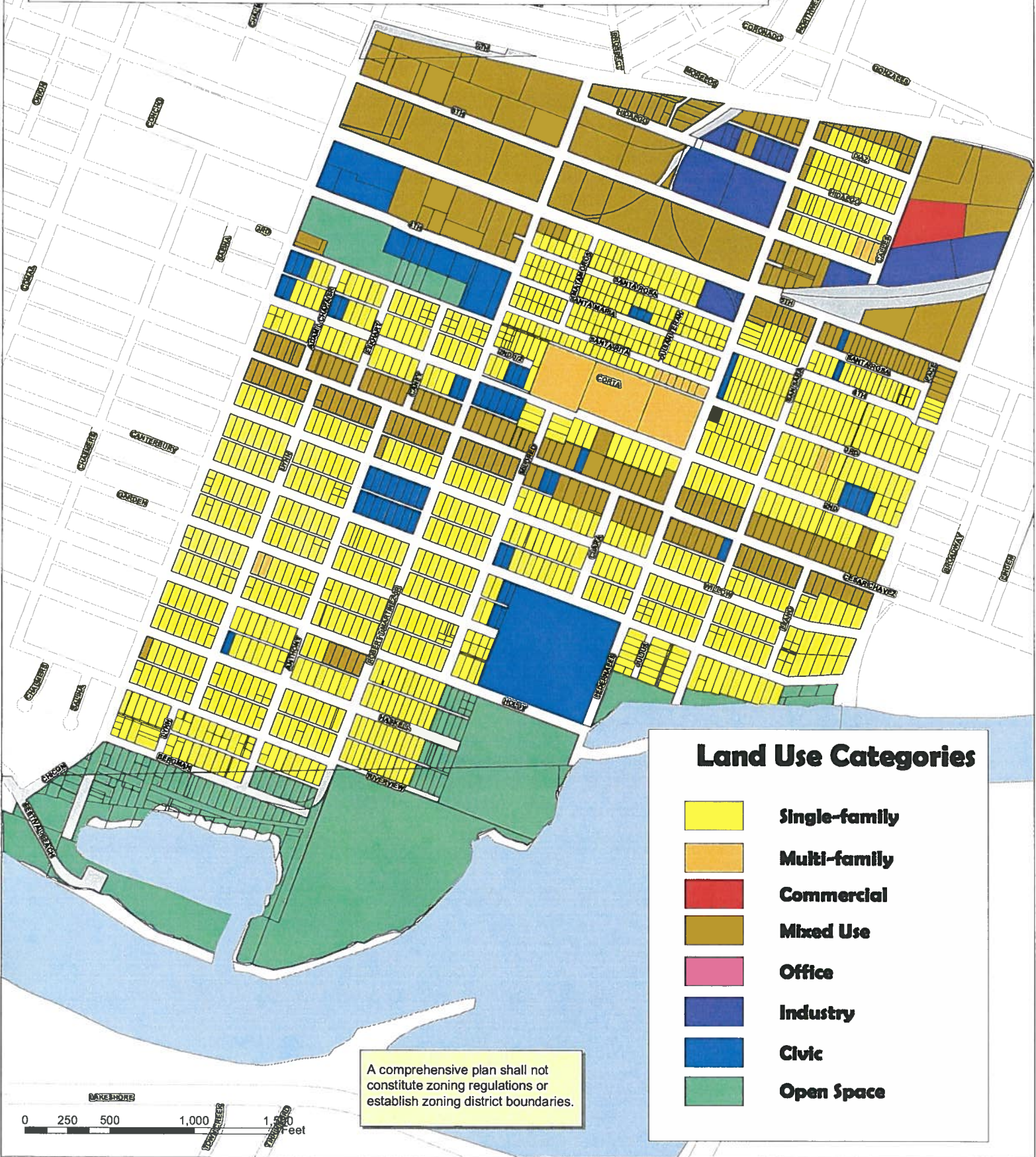
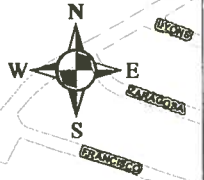
- Single-Family
- Mobile Homes
- Multifamily
- Commercial
- Mixed Use
- Warehouse/Limited Office
- Office
- Industry
- Civic
- Recreation & Open Space
- Water
- Mixed Use Building
- * Neighborhood Urban Center



Legend

Last Updated 11-21-08 at 4:16pm

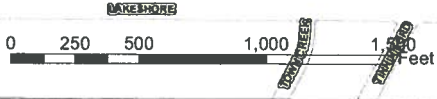
Holly Neighborhood Planning Area Future Land Use Map Updated: September 8, 2003



Land Use Categories

- Single-family**
- Multi-family**
- Commercial**
- Mixed Use**
- Office**
- Industry**
- Civic**
- Open Space**

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Legend

- 100 Single-Family
- 111 High-Density Single-Family
- 200 Multifamily
- 300 Commercial
- 330 Mixed Use
- 600 Civic
- 700 Open Space

Allow Neighborhood Urban Center Site Development Standards



A conditional overlay will be applied to Manor Rd, East 12th Street, Rosewood Ave. and Martin Luther King Blvd to limit certain commercial uses.

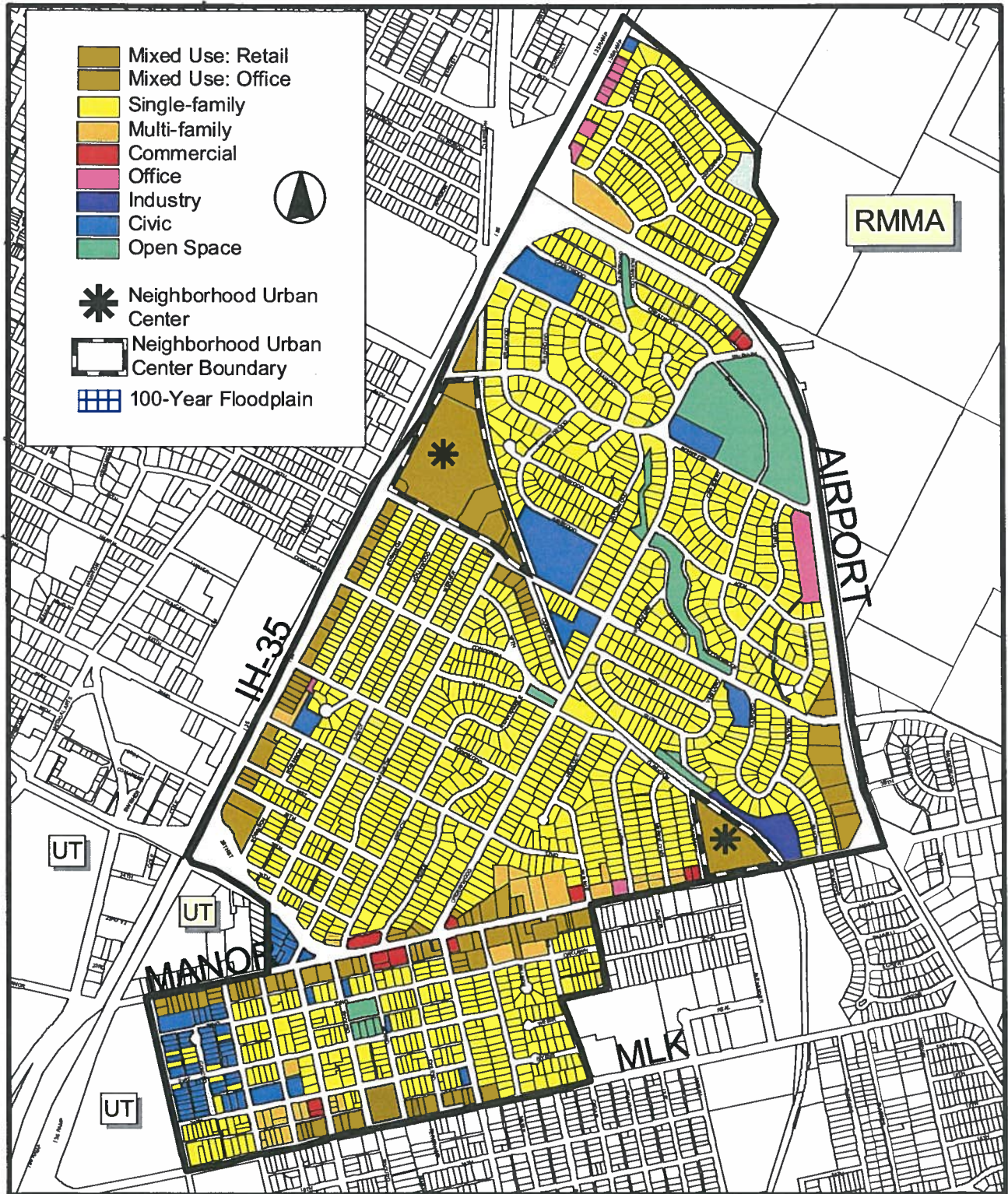
Garage apartments (secondary units) will be permitted as an accessory use on residentially zoned lots. In addition, single-family uses will be permitted on existing lots of 2,500 square feet or greater (small lot amnesty).

Rosewood Neighborhood Planning Area Future Land Use Map



City of Austin
Neighborhood Planning and
Zoning Department
Adopted 11/28/01; Amended 11/2/06, 7/26/2007

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



Upper Boggy Creek Neighborhood Planning Area: Future Land Use Map

This map is for informational purposes only. No guarantee can be made as to its accuracy.



NPZD
City of Austin

Homestead Preservation Reinvestment Zone No. 1
Preliminary Project Plan and Reinvestment Zone Financing Plan

EXHIBIT 3

Economic Feasibility Study



Real Estate Research, Land Development Economics & Market Analysis

October 10, 2008

Margaret R. Shaw
Director
City of Austin, Neighborhood Housing
and Community Development
1000 East 11th Street, Suite 400
Austin, TX 78702

reg. Homestead Preservation District TIF

Dear Ms. Shaw,

As you requested, we have prepared an assessment of the Homestead Preservation District proposed for a portion of central east Austin. Our assessment includes a determination of historical and current real property values within the District and a forecast of taxable value to help estimate the potential revenue that could be generated from a tax increment district.

Overview

Between 1997 and 2007, the number of residential units receiving building permits within the boundaries of the Homestead Preservation District (HPD) increased from 35 units to 154 units per year. Permitted residential units during this time span decreased citywide by 5%, yet the number of permitted units in the HPD increased fourfold. Permitted units in the HPD, as a share of citywide residential units, increased from 0.5% in 1997 to 2.4% of total permits citywide by 2007.

An increasing number of mixed-use and loft-style buildings are being developed within the HPD, such as Saltillo Lofts, TwentyOne24, and Waterstreet Lofts. A recent Diana McIver & Associates report identified more than 16 residential or mixed-use developments with more than 650 units currently planned near the Saltillo TOD, one of two TOD's located within the HPD.

As the pace of development has increased in the HPD, property values of new and existing units have increased significantly. In 1999-2000 in the HPD area, the median price for residential listings on the Austin Board of Realtors Multiple Listing Service was \$90,000, with the median price per square foot at \$66.00. By 2005-2006, the median price on MLS had increased to \$135,000, with the price per square foot at \$109.00. This 50% increase in market value contrasts to a 30% increase city wide over the same period.

These trends point to a significant demographic shift in the Homestead Preservation District. The area is experiencing a rising level of development activity, including not only single-family homes but also mixed-use, loft-style developments. This new development

Capitol Market Research, Inc.
605 Brazos, Suite 300
Austin, Texas 78701
Phone: (512) 476-5000
Fax: (512) 476-5011
cheimsath@cmraustin.com

has contributed to increasing property values, but this trend has also had a negative financial impact on renters and homeowners seeking to remain in the area.

Methodology

The approach that we took and the results of our analysis are shown below.

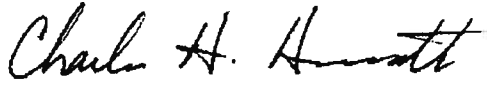
1. First we obtained from the Neighborhood Housing and Community Development Office a file that contains the property tax ID numbers and values for all 6,815 parcels in the proposed Homestead Preservation District. The appraisal district data included the property ID number, situs address, year of completion and total value by year, from 2000 through 2008. (Table 1)
2. Because there are two TOD areas within the proposed HPD TIF (Saltillo Plaza and MLK) which may also use TIF financing as a tool to foster development, we have also provided a forecast that removes the 464 TOD parcels from the HPD inventory with the result being a slightly smaller area with less value. (Table 2)
3. With this data, we then explored several options for estimating future values within the district and determined that the two most acceptable approaches were an extrapolation of historical trends using two different forecasting methods. The two approaches selected were
 - a) a district value forecast that is based on the average annual percentage increase in total district value from 2000 through 2008 (high scenario)
 - b) a district value forecast which uses a linear extrapolation of the total property values in the area from 2000 through 2008 (low scenario)
4. The results of these forecast options are presented in table (3) with TOD parcels and (3)a, (without TOD parcels)
 - a) the forecast based on district value increases from 2000 to 2008 results in a 2028 total district value of \$12.7 billion with the TOD parcels and \$12.5 billion without.
 - b) and the forecast which is based on a linear extrapolation of the property values results in a \$2.7 billion district value with the TOD parcels and \$2.5 billion value without.
 - c) After examining the two options, CMR also prepared a forecast that is the average of the two scenarios, and which falls into the middle of the range of values at \$7.7 billion in 2028 with the TOD parcels and \$7.4 billion without. And, as a more conservative approach, the City may wish to assume that growth will more closely approximate the city-wide average over the long-term future.

5. A Tax Increment revenue analysis was prepared using the most conservative forecast to determine what revenues would be available to support the planned affordable housing program initiatives within the district and these results are shown in T able(4) and (4)a.

We hope this preliminary analysis is useful to you as you consider the option of creating a Homestead Preservation District in Austin.

Respectfully yours,

CAPITOL MARKET RESEARCH, INC.



Charles H. Heimsath, AICP

October 10, 2008
Date

Table (1)
Homestead Preservation District Tax Valuation Summary

Year	Tax Records	City of Austin Total Taxable Value	Travis County Total Taxable Value
2000	6,739	376,239,867	350,442,581
2001	6,744	440,713,546	407,565,143
2002	6,751	506,825,154	465,381,719
2003	6,760	540,240,799	489,540,931
2004	6,779	601,542,656	542,880,116
2005	6,785	656,922,625	590,068,946
2006	6,823	785,895,911	707,574,588
2007	6,835	928,976,896	840,251,056
2008	6,815	1,124,971,617	1,024,133,255

TaxValuationSummary.xls

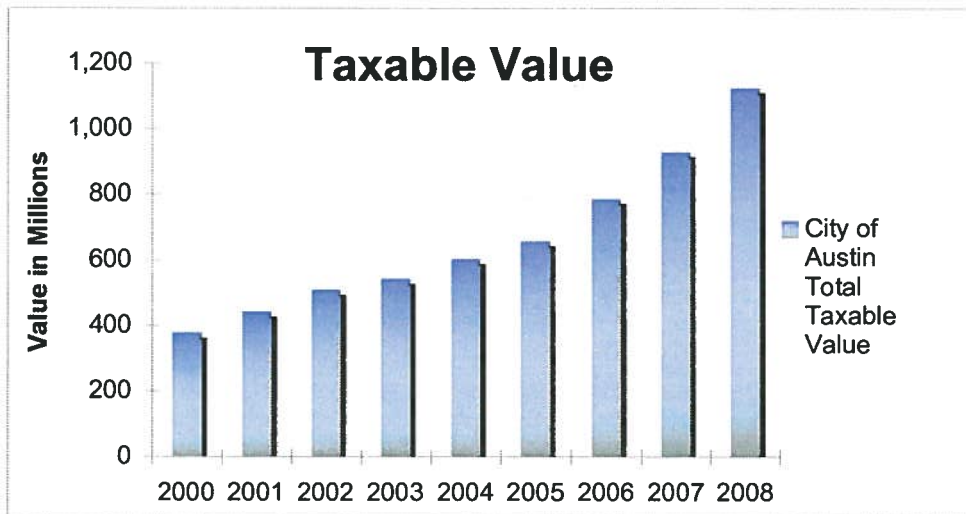


Table (2)
HPD Tax Valuation Summary (without TOD parcels)

Year	Tax Records	City of Austin Total Taxable Value	Travis County Total Taxable Value
2000	6,286	326,373,619	301,401,317
2001	6,288	387,883,647	355,884,948
2002	6,295	447,496,882	407,454,579
2003	6,304	482,946,804	434,015,197
2004	6,323	533,359,300	476,860,841
2005	6,329	587,021,465	520,626,187
2006	6,363	706,508,636	630,676,022
2007	6,375	839,986,069	754,031,696
2008	6,351	1,009,339,633	911,606,955

TaxValuationSummary.xls

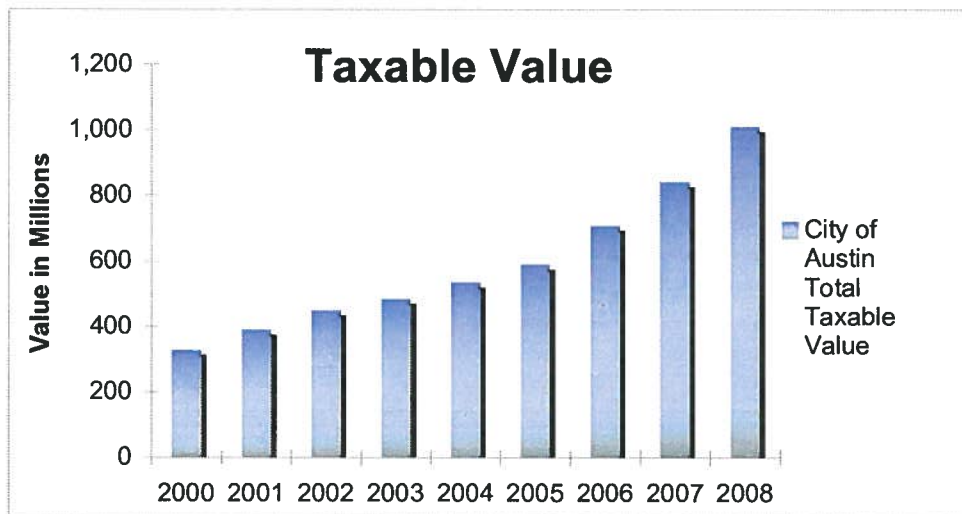


Table (3)
HPD Forecasted Taxable Value Options

Year	District City Taxable Value	High range	Low Range	High/Low Average	City Average
2000	\$376,239,867	.....	.....	.....	.....
2001	\$440,713,546	.....	.....	.....	.....
2002	\$506,825,154	.....	.....	.....	.....
2003	\$540,240,799	.....	.....	.....	.....
2004	\$601,542,656	.....	.....	.....	.....
2005	\$656,922,625	.....	.....	.....	.....
2006	\$785,895,911	.....	.....	.....	.....
2007	\$928,976,876	.....	.....	.....	.....
2008	\$1,124,971,617	\$1,124,971,617	\$1,124,971,617	\$1,124,971,617	\$1,124,971,617
2009	.....	\$1,270,092,956	\$1,090,359,367	\$1,180,226,161	\$1,185,553,143
2010	.....	\$1,433,934,947	\$1,175,935,039	\$1,304,934,993	\$1,249,397,080
2011	.....	\$1,618,912,555	\$1,261,510,711	\$1,440,211,633	\$1,316,679,117
2012	.....	\$1,827,752,275	\$1,347,086,383	\$1,587,419,329	\$1,387,587,398
2013	.....	\$2,063,532,318	\$1,432,662,055	\$1,748,097,187	\$1,462,308,043
2014	.....	\$2,329,727,987	\$1,518,237,727	\$1,923,982,857	\$1,541,055,676
2015	.....	\$2,630,262,897	\$1,603,813,400	\$2,117,038,148	\$1,624,043,996
2016	.....	\$2,969,566,811	\$1,689,389,072	\$2,329,477,941	\$1,711,501,369
2017	.....	\$3,352,640,930	\$1,774,964,744	\$2,563,802,837	\$1,803,668,462
2018	.....	\$3,785,131,610	\$1,860,540,416	\$2,822,836,013	\$1,900,798,901
2019	.....	\$4,273,413,587	\$1,946,116,088	\$3,109,764,838	\$2,003,159,970
2020	.....	\$4,824,683,940	\$2,031,691,760	\$3,428,187,850	\$2,111,033,347
2021	.....	\$5,447,068,168	\$2,117,267,433	\$3,782,167,800	\$2,224,715,877
2022	.....	\$6,149,739,962	\$2,202,843,105	\$4,176,291,533	\$2,344,715,877
2023	.....	\$6,943,056,417	\$2,288,418,777	\$4,615,737,597	\$2,470,776,578
2024	.....	\$7,838,710,695	\$2,373,994,449	\$5,106,352,572	\$2,603,831,858
2025	.....	\$8,849,904,375	\$2,459,570,121	\$5,654,737,248	\$2,744,052,379
2026	.....	\$9,991,542,039	\$2,545,145,793	\$6,268,343,916	\$2,891,824,000
2027	.....	\$11,280,450,962	\$2,630,721,466	\$6,955,586,214	\$3,047,553,360
2028	.....	\$12,735,629,136	\$2,716,297,138	\$7,725,963,137	\$3,211,668,955

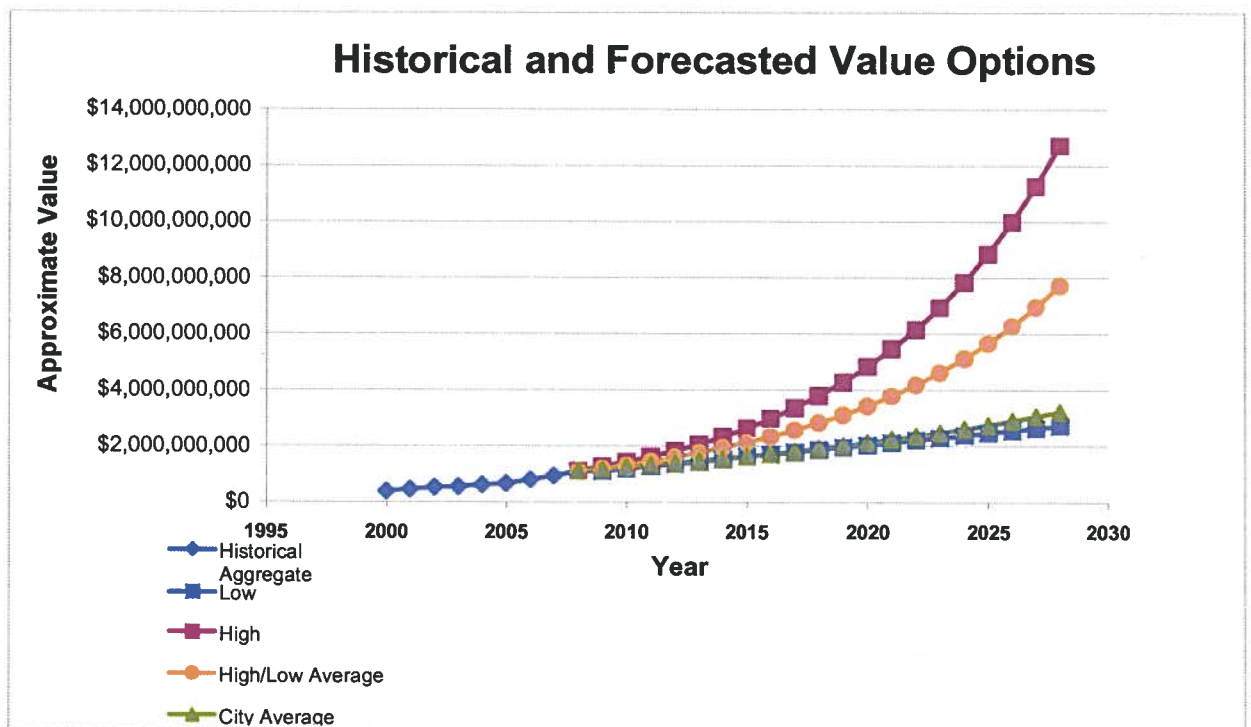


Table (3)a
HPD Forecasted Taxable Value Options without TOD parcels

Year	District City Taxable Value	High range	Low Range	High/Low Average	City Average
2000	\$326,373,619	.....	.....	.....
2001	\$387,883,647	.....	.....	.....
2002	\$447,496,882	.....	.....	.....
2003	\$482,946,804	.....	.....	.....
2004	\$533,359,300	.....	.....	.....
2005	\$587,021,465	.....	.....	.....
2006	\$706,508,636	.....	.....	.....
2007	\$839,986,069	.....	.....	.....
2008	\$1,009,339,633	\$1,009,339,633	\$1,009,339,633	\$1,009,339,633	\$1,009,339,633
2009	.....	\$1,144,591,144	\$983,735,353	\$1,064,163,248	\$1,063,694,191
2010	.....	\$1,297,966,357	\$1,062,239,844	\$1,180,103,101	\$1,120,975,829
2011	.....	\$1,471,893,849	\$1,140,744,336	\$1,306,319,092	\$1,181,342,175
2012	.....	\$1,669,127,625	\$1,219,248,827	\$1,444,188,226	\$1,244,959,345
2013	.....	\$1,892,790,726	\$1,297,753,319	\$1,595,272,023	\$1,312,002,402
2014	.....	\$2,146,424,684	\$1,376,257,810	\$1,761,341,247	\$1,382,655,835
2015	.....	\$2,434,045,591	\$1,454,762,302	\$1,944,403,947	\$1,457,114,069
2016	.....	\$2,760,207,701	\$1,533,266,793	\$2,146,737,247	\$1,535,581,998
2017	.....	\$3,130,075,533	\$1,611,771,285	\$2,370,923,409	\$1,618,278,551
2018	.....	\$3,549,505,654	\$1,690,275,776	\$2,619,890,715	\$1,705,422,285
2019	.....	\$4,025,139,411	\$1,768,780,268	\$2,896,959,840	\$1,797,262,009
2020	.....	\$4,564,508,093	\$1,847,284,759	\$3,205,896,426	\$1,894,047,051
2021	.....	\$5,176,152,177	\$1,925,789,251	\$3,550,970,714	\$1,996,044,943
2022	.....	\$5,869,756,569	\$2,004,293,742	\$3,937,025,156	\$2,103,535,164
2023	.....	\$6,656,303,949	\$2,082,798,234	\$4,369,551,091	\$2,216,813,906
2024	.....	\$7,548,248,678	\$2,161,302,725	\$4,854,775,702	\$2,336,192,889
2025	.....	\$8,559,714,001	\$2,239,807,217	\$5,399,760,609	\$2,462,000,623
2026	.....	\$9,706,715,677	\$2,318,311,708	\$6,012,513,693	\$2,594,583,304
2027	.....	\$11,007,415,578	\$2,396,816,200	\$6,702,115,889	\$2,734,305,775
2028	.....	\$12,482,409,265	\$2,475,320,691	\$7,478,864,978	\$2,881,552,526

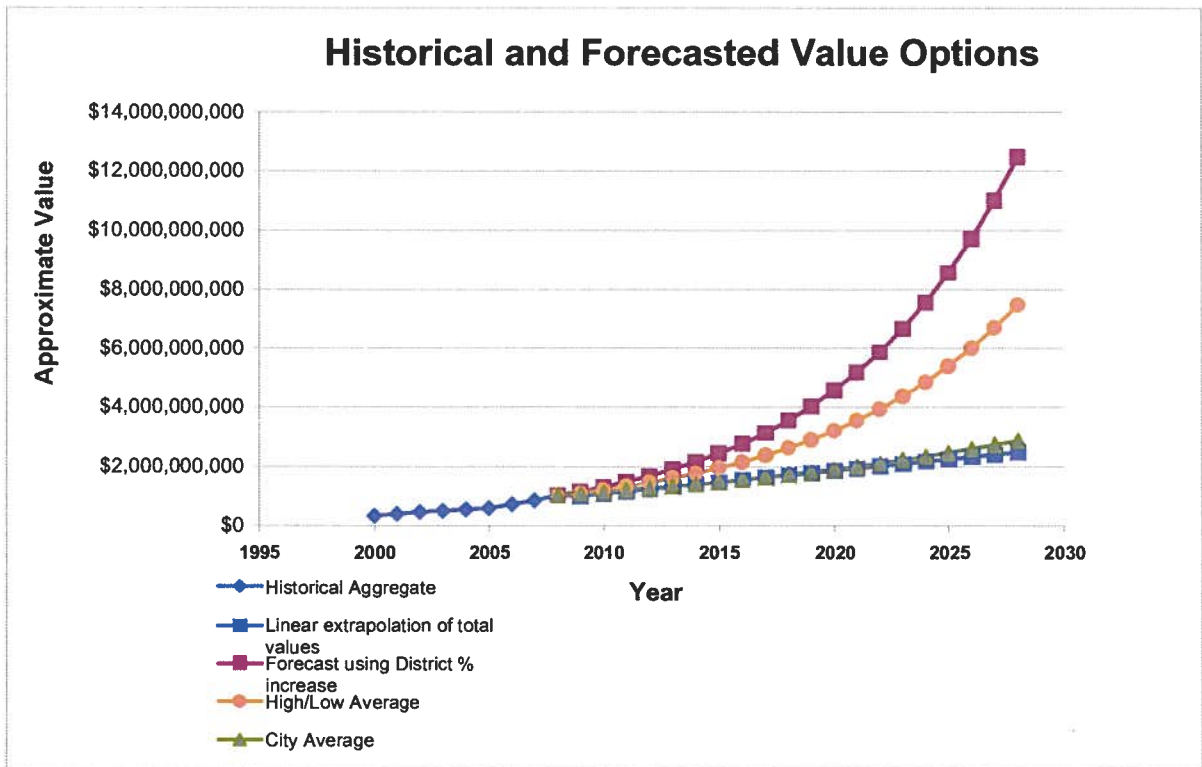


Table (4)
Homestead Preservation District: Austin, Texas
Cummulative City of Austin Property Tax Collections

Homestead Preservation District				
Year	2008 HPD District Value	Homestead Preservation District Forecasted Values	Increment from Base Year	Revenues from Incremental Value
2008	\$1,124,971,617	\$1,124,971,617	\$0	\$0
2009	\$1,124,971,617	\$1,180,226,161	\$55,254,544	\$245,961
2010	\$1,124,971,617	\$1,304,934,993	\$179,963,376	\$489,987
2011	\$1,124,971,617	\$1,440,211,633	\$315,240,016	\$731,939
2012	\$1,124,971,617	\$1,587,419,329	\$462,447,712	\$971,667
2013	\$1,124,971,617	\$1,748,097,187	\$623,125,570	\$1,209,351
2014	\$1,124,971,617	\$1,923,982,857	\$799,011,240	\$1,444,644
2015	\$1,124,971,617	\$2,117,038,148	\$992,066,531	\$1,677,382
2016	\$1,124,971,617	\$2,329,477,941	\$1,204,506,324	\$1,907,395
2017	\$1,124,971,617	\$2,563,802,837	\$1,438,831,220	\$2,134,502
2018	\$1,124,971,617	\$2,822,836,013	\$1,697,864,396	\$2,357,739
2019	\$1,124,971,617	\$3,109,764,838	\$1,984,793,221	\$2,577,483
2020	\$1,124,971,617	\$3,428,187,850	\$2,303,216,233	\$2,793,513
2021	\$1,124,971,617	\$3,782,167,800	\$2,657,196,183	\$3,005,601
2022	\$1,124,971,617	\$4,176,291,533	\$3,051,319,916	\$3,213,511
2023	\$1,124,971,617	\$4,615,737,597	\$3,490,765,980	\$3,416,999
2024	\$1,124,971,617	\$5,106,352,572	\$3,981,380,955	\$3,615,813
2025	\$1,124,971,617	\$5,654,737,248	\$4,529,765,631	\$3,809,697
2026	\$1,124,971,617	\$6,268,343,916	\$5,143,372,299	\$3,998,387
2027	\$1,124,971,617	\$6,955,586,214	\$5,830,614,597	\$4,181,615
2028	\$1,124,971,617	\$7,725,963,137	\$6,600,991,520	\$4,359,111
Total				\$48,142,297

HPD value estimates based on forecasts prepared by Capitol Market Research, October 8, 2008
 Assumes the City of Austin Property Tax Rate is the effective tax rate in each year

Table (4)a
Homestead Preservation District (without TOD Parcels): Austin, Texas
Cummulative City of Austin Property Tax Collections

Homestead Preservation District				
Year	2008 HPD District Value	Homestead Preservation District Forecasted Values	Increment from Base Year	Revenues from Incremental Value
2008	\$1,009,339,633	\$1,009,339,633	\$0	\$0
2009	\$1,009,339,633	\$1,064,163,248	\$54,823,615	\$220,680
2010	\$1,009,339,633	\$1,180,103,101	\$170,763,468	\$439,512
2011	\$1,009,339,633	\$1,306,319,092	\$296,979,459	\$656,534
2012	\$1,009,339,633	\$1,444,188,226	\$434,848,593	\$871,557
2013	\$1,009,339,633	\$1,595,272,023	\$585,932,390	\$1,084,441
2014	\$1,009,339,633	\$1,761,341,247	\$752,001,614	\$1,295,407
2015	\$1,009,339,633	\$1,944,403,947	\$935,064,314	\$1,504,074
2016	\$1,009,339,633	\$2,146,737,247	\$1,137,397,614	\$1,710,288
2017	\$1,009,339,633	\$2,370,923,409	\$1,361,583,776	\$1,913,886
2018	\$1,009,339,633	\$2,619,890,715	\$1,610,551,082	\$2,114,003
2019	\$1,009,339,633	\$2,896,959,840	\$1,887,620,207	\$2,310,976
2020	\$1,009,339,633	\$3,205,896,426	\$2,196,556,793	\$2,504,608
2021	\$1,009,339,633	\$3,550,970,714	\$2,541,631,081	\$2,694,692
2022	\$1,009,339,633	\$3,937,025,156	\$2,927,685,523	\$2,881,017
2023	\$1,009,339,633	\$4,369,551,091	\$3,360,211,458	\$3,063,362
2024	\$1,009,339,633	\$4,854,775,702	\$3,845,436,069	\$3,241,503
2025	\$1,009,339,633	\$5,399,760,609	\$4,390,420,976	\$3,415,206
2026	\$1,009,339,633	\$6,012,513,693	\$5,003,174,060	\$3,584,236
2027	\$1,009,339,633	\$6,702,115,889	\$5,692,776,256	\$3,748,351
2028	\$1,009,339,633	\$7,478,864,978	\$6,469,525,345	\$3,907,308
Total				\$43,161,641

HPD value estimates based on forecasts prepared by Capitol Market Research, October 8, 2008
 Assumes the City of Austin Property Tax Rate is the effective tax rate in each year
 Base year TOD values of \$115,631,984 removed from District total value of \$1,124,971,617

November 18, 2008

Handwritten notes: "11/18/08" and "03:27 PM '08"

Re: Enactment of the Homestead Preservation Reinvestment Zone

Dear Judge Samuel T. Biscoe:

Legislation was passed in 2005 to mitigate gentrification in Central East Austin and assist low income families by providing a funding mechanism that will be used to create affordable housing opportunities.

On October 16, 2008 the Austin City Council adopted a preliminary reinvestment zone project and financing plans for the proposed Homestead Preservation Reinvestment Zone. The Homestead Preservation Reinvestment Zone allows the City and County to dedicate a percentage of the increase in tax revenues from appreciating property values to preserving affordable housing opportunities in East Austin. The Homestead Preservation Reinvestment Zone is a form of tax increment financing (TIF), similar to the TIF that the City and County recently approved for the Waller Creek project just west of IH-35 and the Homestead Preservation District. The boundaries of the new Homestead Preservation Reinvestment Zone would lie within the City's new Homestead Preservation District which, by legislative directive, covers the following area: Western boundary - IH-35; Eastern boundary - Airport and Springdale; Northern boundary - Manor and 38th 1/2; Southern boundary - Town Lake.

Call to Action:

We, the undersigned, respectfully ask that the City Council and Commissioners Court enact a Homestead Preservation Reinvestment Zone for Central East Austin before December 31, 2008. Specifically, that a unique Tax Increment Financing (TIF) Zone dedicated to affordable housing for low income citizens be funded at 100 percent. Had the Homestead Preservation Zone been in place during the past few years, possibly hundreds of thousands in revenue could have been available to preserve affordable homes within the East Austin Community. Time is of the essence. Absent this reinvestment zone we lose more affordable homes that cannot be replaced. Our community is depending on the City Council and the County Commissioners to support our East Austin neighborhoods and to enact this essential policy tool.

Sincerely,

Bo McCarver, Chair - Blackland Community Development Corporation

Catherine Vasquez-Revilla - Business and property owner on East 5th street.

Heather Way

Mark Rogers Executive Director -Guadalupe Neighborhood Development Corporation

Joseph Martinez - President Guadalupe Neighborhood Development Corporation

John Henneberger - Texas Low Income Housing Information Service

Karen Paup Texas - Low Income Housing Information Service

Frank Fernandez - Housing Works

Lori Renteria

Sabino Renteria

Rory O'Malley - Frameworks Community Development Corporation

Joyce McDonald - Executive Director Frameworks Community Development Corporation

Johnny Limon

Ruby Roa

Suzanna Almanza - People Organized in Defense of Earth and her Resources

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-4743

314 W. 11TH STREET - ROOM 540
AUSTIN, TEXAS 78767
Fax (512) 854-4210

MEMO

November 25, 2008

To: Travis County Commissioners Court

From: Harvey L. Davis, Manager



Re: Homestead Preservation District ("HPD")

The City of Austin established a Homestead Preservation District for Central East Austin in January, 2007, as allowed by Chapter 373A of the Local Government Code.

The City is proposing the creation of a Homestead Preservation Reinvestment Zone ("TIF Zone") to provide public benefit through the creation and preservation of affordable housing in the HPD. Travis County approval is necessary for the TIF to become effective.

Staff does not anticipate completing the necessary due diligence to make a recommendation before year-end on whether the County should participate in the TIF Zone.

Some of our questions and concerns are as follows:

- The HPD is located within the City of Austin. Historically the County has used its resources (mainly CDBG and HOME funds) to provide affordable housing outside the City of Austin since the City receives significant CDBG and HOME funds for City residents. Participation in the TIF will cause a significant investment of County property taxes for affordable housing in the incorporated part of the County.
- In general, TIFs cause an erosion of the County tax base. Participation in the TIF will cause the taxes of County residents to increase since the TIF funds will not be available to help fund the County's core missions.
- A more transparent means of funding a project such as this is to appropriate the funds from the general fund via the budget process or establish a voluntary TIF such as the BCP funding mechanism. The project can then justify its funding on an annual basis using outcome measures as a means to determine success.

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- Staff is concerned that if the current recession continues that there is a possibility these funds may be needed to fund core programs. Such shifts in mission and tax increases during a recession may be counterproductive.
- Staff questions whether this area is the best area to use scarce property tax resources. Travis County has many areas that desperately need good affordable housing programs.
- Staff needs to better understand how at least 50% of the resources are going to be used to help families below 50% of the Austin median family income acquire and preserve homes with the TIF Zone. Most families in that income category are not able to buy or preserve homes. For a family of four, 50% of the Austin median family income is \$35,550.
- It seems the TIF does not address the critical housing need for our community, finding affordable rents for families below 30% of the Austin median family income. For a family of four, 30% of the Austin median family income is \$21,350.
- A performance based analysis needs to be done to show whether a TIF is a better means of funding the projects with the HPD than allocating tax revenue and/or using the City's housing bonds.
- It appears the City's plan is to use the TIF resources to either fund secured shared-equity liens (with a qualified home buyer) or permit the land trusts to acquire land to preserve for affordable housing. The County has not had the opportunity to consider these two options or to consider other options.
- The City's plan includes growth assumptions for the captured tax base (for the TIF) and the TIF's tax revenue (\$11.8 million from the City over 10-years). The plan was not clear in explaining how the growth assumptions were determined.
- The TIF includes 464 commercial parcels, new construction projects but not two Transit Oriented Development ("TOD") Districts. Staff needs to understand why these decisions were made.
- The City plan does not address what happens after the 10-year life of the TIF.

Cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst

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MEMO

HOMESTEAD PRESERVATION ACT – REVIEW OF BILL

The Homestead Preservation Act grants the City of Austin the authority to create a special Homestead Preservation District for Central East Austin. On January 11, 2007, the City Council approved an ordinance creating the Homestead Preservation District. On January 31, 2008, the city Council directed the City Manager to work with Travis County to begin the steps needed to implement a Tax Increment Financing (TIF) Reinvestment Zone in all or a portion of the Homestead Preservation District.

The purposes of the District are to:

- (1) promote the ability of the City to increase home ownership, provide affordable housing, and prevent the involuntary loss of homesteads by existing low-income and moderate-income homeowners living in the District;
- (2) provide the City with a means to expand and protect the homestead interests of low-income and moderate-income families in the District.

In addition to utilizing existing tools in the District that the City currently has at its disposal, the legislation gives the City three new tools that it can implement in a Homestead Preservation District. The City Council has to adopt these tools before they can be implemented

They are:

(DEVELOPMENT ENTITY)
HOMESTEAD LAND TRUST

(FUNDING ENTITY - TIF)
**HOMESTEAD PRESERVATION
REINVESTMENT ZONE**

(PROSPECTING ENTITY)
URBAN LAND BANK

A Homestead Land Trust:

The purpose of the land trust would be to acquire and hold land for the purpose of developing and preserving long-term affordable housing in the District. Very basically, under a land trust model, the land trust owns the underlying real estate, while a family owns the home on top of the real estate and rents the underlying real estate in a 99-year-lease. Through a land trust, the property remains affordable in perpetuity. **The property owned by the land trust would be exempt from property taxes except school district taxes.**

This function is overseen by a board which is appointed by the municipal government, encouraged by local participation and responsible to the federal requirements of a 501 (c) (3) non-profit.

The City staff's plan is to designate the Austin Housing Finance Corporation, the Travis County Housing Finance Corporation, and PeopleTrust to operate as Homestead Land Trusts.

A Homestead Preservation Reinvestment Zone:

With a few exceptions, this is a standard authorization for Tax Increment Financing (TIF), which is a tool that local governments can use to publicly finance needed structural improvements and enhance infrastructure within a defined area. The main distinction is that this is created with the objective of encouraging the development of owner-occupied affordable housing within the Homestead Preservation District. The county and other taxing entities must also choose to participate. The City and County **must** adopt the same percentage for the TIF (or must each contribute the same amount - the distinction has not been resolved by the attorneys).

The TIF cannot be created without the consent of the Travis County Commissioners Court.

Like other TIF's that have been created around the state, the basis for accumulating revenue *is the increase of value* in the area, some of which may be anticipated as a direct effect of the Homestead Preservation District itself.

An Urban Land Bank:

It permits acquisition of abandoned and foreclosed land for the preservation of affordable housing. The purpose of the land bank is to expedite the process of clearing title to vacant and abandoned lots with delinquent taxes and putting affordable homes on these lots. As a part of the Homestead Preservation District strategy, the public purpose of Land Banks will encourage affordable homeownership while also recharging the local tax base.

Whenever a lot is vacant and abandoned and has back taxes on it that exceed the value of the land (in other words, the land has no net value) the county can skip having to hold a

public foreclosure sale on the lot and can transfer the lot directly to the land bank for the sole purpose of developing an affordable home. This new process eliminates the problem of real estate speculation whereby real estate speculators grab up abandoned lots at tax foreclosure sales and sit on these lots for years and years waiting of the value of the lots to increase. Instead, under the land bank, the property is taken out of the real estate speculation process and is guaranteed to be turned into an affordable home for a lower-income family.

Property held by the land bank is exempt from ad valorem taxes for up to three years. The land bank must resell the property within three years to qualified participating developers. The land bank covers the entire City of Austin, not just the Homestead Preservation District.

The land bank may cause the County to lose property tax revenue on abandoned and foreclosed land because the property would be given to the land bank instead of sold to recover unpaid property taxes.

ANALYSIS OF HOMESTEAD PRESERVATION ACT

The name of the act "Homestead Preservation Act", may be somewhat misleading and a source of possible public confusion over the implications of the act. The purpose of the act is **not** to slow the rate of growth of property appraisals (and correlating property taxes) for homeowners within the "Homestead Preservation" district. Instead, as represented by Representative Rodriguez's office, to serve as a redevelopment tool including multi-family developments and Capital Metro's Saltillo Transit Oriented Development projects.

Typically, TIF's are created with the expectation and desire for property values within the TIF to increase as development and improvement occurs. Concentrated development efforts typical cause property values within the TIF to appreciate at a greater rate absent the TIF and in relation with surrounding comparable property. This may cause an increased pressure on exiting homeowners to relocate away from the area.

Existing homeowners in the district may be able to receive property tax relief if they agree to sell the land under their home to the Homestead Land Trust entity. Once sold to the trust, the owner will only own and pay taxes on the improvements of their property. The land will be owned by the land trust and be exempt from property taxes, except school district property tax.

While the specifics of the Homestead Land Trust have yet to be established; typically land that is held in this manner imposes certain restriction on the owner should they wish to sell. One typical restriction requires the owner to only sell the property to a buyer that qualifies as "Low-Income" (yet to be defined). The trust usually also limits the seller to a 25% equity profit. **Thus homeowners that are part of the Trust will not receive the benefit of the full appreciation of the value of the property.**

Based on limited review and on discussions with Representative Rodriguez's office; there is no instance of a municipality utilizing a TIF to directly fund property tax relief.

The benefit's to the community is that this possibly creates a system of perpetual affordable housing supply.

However, the negative effects of this policy will be burdened mainly by existing homeowners living within the TIF. As redevelopment occurs, they will face increased property tax due to probable increase in property value. These homeowners will then have to decide between three apparent choices: 1. Pay the higher property taxes, 2. Sell and relocate away from area, 3. Sell and lease back the land their home rests on to the Homestead Land Trust.

Another negative is that there is a shift of tax burden to taxpayers outside the TIF – the burden would become greater in later years as the property values become greater.

Due to intense gentrification, a District may not be able to achieve the goal of preserving homesteads for low and moderate income residents. Vacant lots suitable for single-family development are priced between \$60,000 and \$250,000 in the District.

City staff met with County staff (Rodney Rhoades, Leroy Nellis, Harvey Davis and Peter Einhrn) on October 22, 2009. There is pressure on the City to establish the TIF by the end of the year. County staff told the City that they would not be able to make a recommendation to the Commissioners Court before the end of the year. The City has not landed on a recommended percentage for the TIF.

The City staff's proposed plan excludes the Transit Oriented Development (TOD) Districts at Plaza Saltillo and East Martin Luther King, and a portion of land that is noncontiguous, to be excluded from the TIF.

Participation in TIF

In Texas as in the majority of states, the authority to create a TIF is limited to cities. Texas law allows each taxing unit within the designated zone to negotiate with the municipality the amount of tax increment they will contribute to the fund. Due to changes to school funding laws in 1997 and 1999, school districts no longer "held harmless" for increases in taxable property values in a TIF. This has greatly reduced school district's willingness to participate.



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AHFC

Austin Housing Finance Corporation

First-Time Homebuyer Resources: Down Payment Assistance Program

The Down Payment Assistance Program (DPA) provides qualified, first-time homebuyers with a zero interest loan to assist with purchasing a home located within the **Austin City Limits**. DPA funds cover the down payment and eligible closing costs and pre-paid expenses associated with buying a home. [View the DPA brochure in English](#) or [view en español](#).

OPTIONS: For 2008, the Austin Housing Finance Corporation (AHFC) has expanded its program capacity to assist more first-time homebuyers by adding a new program option: Shared Equity Down Payment Assistance.

The DPA Program options are as follows:

- Standard DPA:** Up to **\$10,000** assistance, as a deferred, 10-year, forgivable, 0%-interest loan (plus up to \$1,000 additional for borrowers in a Mortgage Credit Certificate Program, plus an additional \$4,999 for people with disabilities). The loan is forgiven if the borrower remains in the home ten (10) years. Otherwise the loan is due and payable if the borrower sells, leases, transfers title, refinances, gets a home equity loan, or pays off the first lien within ten (10) years of receiving assistance.
- (NEW) Shared Equity DPA:** Up to **\$40,000** assistance, as a deferred, 30-year, 0%-interest loan, with a "shared equity" agreement and a City of Austin "right of first refusal" agreement. The Shared Equity DPA option is **not** forgivable. The loan is due and payable, **plus a percentage of equity gained** (that is equal to

the percentage of AHFC's original investment), if the borrower sells, leases, transfers title, refinances, gets a home equity loan, or pays off the first lien within 30 years of receiving assistance.

ELIGIBILITY: The DPA Program assists first-time homebuyers who are citizens or legal permanent residents, and whose household earns no more than 80 percent of the Austin Median Family Income (adjusted for family size). See the table below for income limits. All borrowers must also complete the AHFC Housing Smarts education course before applying for DPA. View more information on Housing Smarts

80 percent of the Median Family Income by Household Size for Austin Effective March 20, 2007

Size	1	2	3	4	5	6	7	8
80% MFI	\$39,850	\$45,500	\$51,200	\$56,900	\$61,450	\$66,000	\$70,550	\$75,100

SUBMITTING APPLICATIONS: Complete and final applications may only be submitted by "Participating Lenders" who have fulfilled all DPA lender requirements, including attending a mandatory lender training session at AHFC.

- View a list of "Participating Lenders".
- View a DPA Application.
- If you are a first-time homebuyer, your first step is to register for the next Housing Smarts class. Your "Participating Lender" will help you complete your DPA application.



Austin City Connection - The Official Web site of the City of Austin

Contact Us - Send Email or 512-974-3100.

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FINAL DRAFT

I. THE COMMUNITY LAND TRUST OPTION

A Community Land Trust (CLT) functions to preserve public investment and to recycle and protect affordability. The CLT is an entity, typically a non-profit organization, that acquires and retains ownership of the real property and, in effect, sells the improvements via a 99-year ground lease to a homeowner, another non-profit, a cooperative housing corporation, or for-profit entity. This arrangement between the owner and the CLT protects housing affordability in perpetuity by ensuring that the housing is made affordable to low- to moderate-income persons upon the sale of a single-family, multi-family, and/or commercial property. For purposes of this report, the CLT focus will be on residential housing models.

A. PROTECTING PUBLIC INVESTMENT: "RECAPTURE" VS. "RESALE"

1. Recapture of Public Investment. In the past, the City of Austin has applied the policy of "recapture." This policy holds that the public investment is "recaptured," or collected, upon sale of the property receiving the public investment. Subsidy recapture provisions require the homeowner, when the home is sold, to repay particular subsidies that have reduced the cost of buying the home.¹ The City of Austin (City) treats this subsidy as a deferred loan, payable when the home is resold, refinanced, or is no longer the primary residence of the homeowner. The City reinvests this recaptured money back into affordable housing. Once sold, however, the property no longer requires a low-moderate income household to purchase the property, and the sales price is not required to be affordable.

The City of Austin adopted a subsidy recapture policy because it discourages homeowners from "flipping," or quickly reselling, their homes. In addition, subsidy recapture provisions are easily explained and justified, and do not raise serious questions of legal enforceability.²

Historically, this subsidy recapture policy served the City of Austin well because vacant land was inexpensive and available, and the public investment could then be re-invested in producing affordable housing. Given the increased costs and limited land availability, this policy no longer satisfies the needs of the City in creating and maintaining affordable housing opportunities. The Community Land Trust Legal Manual, produced by the Institute for Community Economics explains:

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[S]ubsidy recapture alone will not move a community toward a long-term resolution of its housing problems, particularly in appreciating real estate markets. The fact that subsidies are recaptured does not prevent subsidized homes from returning to the unrestricted market, with prices that may be greater than what is affordable for lower-income households. In communities where real estate prices are appreciating faster than the incomes of local residents, the recaptured subsidy will seldom be sufficient to reduce the cost of another home of similar type to a level affordable for another lower-income household. Over time, even if subsidy-recapture provisions have not expired, the buying power of the pool of recaptured subsidies becomes less and less and the number of homes that can be subsidized becomes fewer and fewer, unless the purchasing power of this subsidy pool is repeatedly renewed through further public investment. Programs relying solely on subsidy recapture, in the end, preserve neither the affordability of assisted housing, nor the subsidy put in to make the housing affordable. Both are lost.³

2. Resale Price Restriction Policy. An alternative to the subsidy recapture policy is resale price restriction. Resale price restrictions go an important step beyond subsidy recapture in an effort to keep the subsidized home affordable for subsequent lower-income purchasers.⁴ Resale restrictions do not require the repayment of subsidies; instead, they preserve the value of subsidies – as well as the value of community efforts that increase real estate values – by fixing the subsidy in the home so that the subsidy is passed on to subsequent owners.⁵ “Resale” policy requires that when a property is sold, the subsequent buyers must be low to moderate income; and the property must be sold at a price that is affordable to the new buyer while providing a fair return, not a market return, to the seller.

Resale price restrictions are implemented by three basic methods. First, the nonprofit or public agency retains a pre-emptive right, or right of first refusal, to either purchase the home or find another income-eligible buyer to purchase the home. The effectiveness of a preemptive right depends on the continued ability of the nonprofit or public agency to exercise this right. Second, short-term resale price restrictions, generally lasting from 5 – 20 years, are imposed by a deed restriction or restrictive covenant running with the land. While short-term restrictions are more effective than subsidy recapture provision, they do not preserve long-term housing affordability or allow the amount of public investment to be recycled. The third method is by perpetual resale price restrictions.

FINAL DRAFT

Perpetual resale price restrictions can be implemented in two primary ways: 1). Restrictive Covenants that run in perpetuity,⁶ or 2). The Community Land Trust Model that utilizes a 99-year, renewable ground lease.

Resale restrictions are typically defined in restrictive covenants, deed restrictions, or ground leases and define the resale requirements. For example, the resale restrictions require that the property be sold to households at or below 80% of median family income and that the property be sold at a price that is affordable to the subsequent buyer. The resale restriction also stipulates that the property is sold to a subsequent buyer at a price that provides a fair return to the seller. The resale price formula is provided in the resale restrictions.

The CLT Model provides distinct and important advantages over a restrictive covenant in securing and maintaining perpetual affordability. The CLT typically charges a ground lease fee for the use of the land, so the CLT entity is actively engaged, on a monthly basis, with its homeowners. The CLT model also provides the cornerstone for homebuyer education and homebuyer support, including foreclosure prevention. Further, in Texas, title companies “enforce” restrictive covenants, and this often proves to be an unreliable monitor for preservation of affordability:

[D]eed restrictions are sometimes described as “self-enforcing” – the idea being that, although the party that established the limitations in the first place will not necessarily be aware that the property is to be sold, a title search conducted on behalf of the prospective purchaser would reveal the nature of the deed restrictions, and the prospective buyer would be likely to refuse to buy on terms that violated the restrictions. However, a less than completely diligent title search may *not* reveal the restrictions. It may also happen that a strongly motivated buyer, noting that no third party is present to enforce the restrictions, and knowing that the enforceability of the restrictions will eventually lapse, will decide to accept the limited risk involved in ignoring the restriction.⁷

Utilizing the structure of separation of land and improvements, the CLT is automatically part of any resale transaction, and thus, the CLT is positioned to enforce the income-eligibility restrictions and resale price contained in the ground lease.

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A comparison of the market value appreciation from a resale versus recapture perspective is illustrative of why a resale policy should be adopted. (*Attachment "1"* provides a comparison of the costs of "recapture" as compared to "resale" theory.)

The CLT structure is based on a resale theory. While the CLT retains ownership of the land, ownership of the improvements is conveyed via a warranty deed, and the use of the land is conveyed via a 99-year ground lease. (See *Attachment "2"* that illustrates the ownership interests and relationships.) The CLT retains an option to repurchase any residential or commercial structures located on its land should their owners choose to sell. The resale price is set by a formula contained in the ground lease that is designed to give present low-income homeowners a fair return on their investment, while also giving future homebuyers access to affordable housing. The Community Land Trust structure allows the public investment in affordable housing to be recycled. By design, the CLT is committed to preserving the affordability of housing and other structures – one owner after another, one generation after another, in perpetuity.

B. CHARACTERISTICS OF THE TRADITIONAL COMMUNITY LAND TRUST

The CLT has the following characteristics⁸:

- 1. Dual Ownership.** The CLT acquires multiple parcels of land within the geographic service region of the CLT. The CLT retains ownership of the land in perpetuity. Existing improvements (homes), or housing that is subsequently constructed, are then sold to individual owners, cooperative housing corporations, non-profit developers of rental housing, or other types of entities.
- 2. Leased Land.** The CLT intent is to retain ownership of the land forever, and it provides use of its land by the owners of the improvements located on its property. The real property is conveyed to individual homeowners (or rental housing owners) through long-term, 99-year ground leases. This two-party contract between the CLT and owner protects the lessee's interests in security, privacy, legacy and equity, and the contract enforces the CLT's interests in preserving the appropriate use, structural integrity, and continuing affordability of any buildings located on the CLT land.
- 3. Perpetual Affordability.** The CLT retains an option to repurchase the housing unit(s) located on its land should the owner/lessee choose to sell. The resale price is set by a formula contained in the ground lease that is designed to give present low-income homeowners a fair return on their investment, while also providing future homeowners access to affordable housing.

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4. Perpetual Responsibility. The CLT, as owner of the land underlying the housing unit(s) and as owner of an option to repurchase the housing unit(s), has a continuing interest in what happens to the buildings and to those who occupy them. Should the property owners allow their buildings to become a hazard, the ground lease gives the CLT the right to step in and mandate repairs. Should these property owners default on their mortgages or fail to pay their property taxes, the ground lease gives the CLT the right to step in and cure the default by paying the past due taxes or mortgage payments, forestalling foreclosure.

5. Community Control. The CLT is typically a community-based organization, drawing members from its own leaseholders and from residents of its community.

6. Balanced Governance. The board of directors of the CLT model is traditionally composed of three parts, each with an equal number of seats. The traditional CLT board model consists of the following representation: 1). One-third leaseholder representation; 2). One-third community representation; 3). One-third public officials, local funders, nonprofit housing providers or social services and other individuals representing public interest. Control of the board is balanced to ensure that all interests are heard and none predominate.

7. Expansionist Acquisition. CLTs are committed to active an acquisition and development program aimed at expanding their land holdings and increasing the supply of affordable housing under their stewardship. Most CLTs develop their own projects. Other CLTs work with non-profits, governmental partners, or private developers to construct or rehabilitate housing on CLT property, focusing their efforts on assembling parcels of land and preserving affordability.

8. Flexible Development. The CLT is a community development tool that accommodates a variety of land uses and a diversity of building tenures and types. CLTs around the country construct, acquire, rehabilitate, and resell housing of many kinds, *e.g.*, single-family homes, duplexes, condominiums, cooperatives, single-room occupancies (SROs), apartment buildings, and mobile home parks.

C. BENEFITS OF A COMMUNITY LAND TRUST

The CLT model has six primary benefits⁹ to the community it serves:

1. Stewardship: Preserving Scarce Resources;
2. Mobility: Enhancing the Housing Continuum;
3. Security: Backstopping Low-Income Households;

FINAL DRAFT

4. Stability: Supporting Development without Displacement;
5. Flexibility: Adapting to Sites, Funds, & Constituencies; and
6. Frugality: Shifting Administrative Burdens and Cost.

1. Stewardship: Preserving Scarce Resources

As a “steward” of the land, the CLT is able to preserve and recycle public subsidies. Through the 99-year ground lease, the CLT preserves affordability for future homeowners. The initial investment in affordable housing units is recycled by the resale restriction contained in 99-year the ground lease. For example, if public funding is used to purchase the land, the public investment in affordable housing is dedicated to creating affordable housing opportunities for future CLT leaseholders/owners. In addition, the value of S.M.A.R.T. Housing™ incentives and fee waivers is preserved for affordable units that are part of a CLT.

2. Mobility: Enhancing the Housing Continuum

The CLT model provides an additional rung on the housing continuum ladder for low-income households interested in homeownership opportunities, presenting another option to low-income people seeking to improve the type and tenure of their housing. The CLT model allows low-income households to step-up to “fee-simple” homeownership by providing an “assisted homeownership” option.

3. Security: Additional Support for Low-Income Homeowners

The CLT model supports homeowners after they purchase a home by intervening to cure defaults on property taxes and mortgages. In this mode of support, the CLT is able to mitigate foreclosure. The CLT Ground Lease, coupled with separate addenda and riders, contains provisions that allow the CLT to step-in and forestall the foreclosure process to cure defaults.

4. Stability: Supporting Development without Displacement

The CLT can direct investments in neighborhoods undergoing revitalization efforts with a minimum negative impact. Public funding invested in a CLT benefits low-income households in rapidly appreciating neighborhoods by providing long-term resident renters and homeowners an opportunity to secure affordable homeownership in housing that is code compliant and poses no risk to health and safety. For example, long-term homeowners of a neighborhood may own and occupy housing that is dilapidated. The CLT can function as a component of a housing rehabilitation strategy that would provide decent housing to long-term neighborhood residents.

5. Flexibility: Adapting to Sites, Funds, & Constituencies

The CLT abandons a one-size-fits all approach to community development and allows for mixed-use land development and a mix of types of housing in scattered-site projects. For example, the CLT model can accommodate affordable homeownership, rental, and commercial opportunities.

FINAL DRAFT

Most importantly, the CLT is not confined to serve only neighborhoods that are currently undergoing revitalization or neighborhoods that are considered “blighted.” Rather, the CLT model presents a unique opportunity to provide affordable housing “West of I-35,” in neighborhoods that do not traditionally present affordable housing opportunities for low income households. For example, city surplus land located in West Austin that is rendered unaffordable due to the land value and resulting taxes can be made affordable to low-income households by the CLT model. With land values for single-family, residential lots frequently valued at \$100,000 or more, removing the value of the land (or reducing the value of the land according to its ground lease value) would allow a low-income household to afford housing in West Austin.

6. Frugality: Shifting Administrative Burdens and Cost

The City of Austin is able to delegate responsibility for monitoring publicly-funded projects, using the CLT model. Over time and with an increasing volume of affordable housing units, the CLT can become financially independent. The CLT generates income from two primary sources: 1). The ground lease fee paid by the lessee; and 2). The potential income generated when a CLT home is resold. The amount of the ground lease fee should contemplate the administrative and operating costs of the CLT. The potential income generated when a CLT home is resold can be the result of a mark-up in sales price when the CLT purchases the home from a departing homeowner/lessee, or the income can result from a fee charged by the CLT for assigning its right to purchase when the home is resold directly to another homeowner/lessee.

Using the CLT Model, the City of Austin could delegate the responsibility for enforcing publicly-mandated controls, such as enforcing resale restrictions and enforcing “evictions” when homeowners/lessees fail to comply with the ground lease requirements. As a separate, non-profit entity, the CLT would be responsible for handling issues related to lessee communications and lessee relations including the process of foreclosure/eviction in the event of default under the mortgage or provisions in the ground lease. While the City of Austin protects its public investment, it does not necessarily have to be the entity responsible for enforcing the restrictions that insure the public investment.

D. DISADVANTAGES OF A COMMUNITY LAND TRUST

The CLT model has several disadvantages that are detailed below.

1. **Cultural Perception:** Most notably, the CLT model has not been tested in Texas: Austin would be the first municipality in Texas to adopt a community land trust. The market demand for a CLT home in Austin, or in Texas, is

FINAL DRAFT

uncharted territory. Cultural values could render a CLT home “undesirable” because the homeowner does not own the land. The CLT Model often suffers from a negative perception as a land ownership regime.

2. **Limitation on Wealth Creation:** A corollary to the first disadvantage is the limit on equity participation and wealth creation. In deciding whether or not to support the CLT model, the City of Austin must determine whether the public goal is: 1). To create permanent affordable housing opportunities; *or* 2). To perpetuate a system where a few low-income households can benefit from market appreciation of their homes in order to build and create wealth. (The CLT Model does provide a fair return on the homebuyer’s equity investment; however, the homebuyer’s participation in the full market rate appreciation of the home is limited.)
3. **Perceived “Competition” with Non-Profit Housing Providers:** A CLT will change the manner in which non-profit housing providers participate in publicly funded housing activities, and, as such, the CLT competes with the scarce public resources that are available to other non-profit housing providers. For example, AHFC provides forgivable loans to Habitat for Humanity to purchase land to develop homeownership opportunities for households at or below 50% MFI. AHFC also provides deferred payment, homebuyer assistance loans to homebuyers who purchase CHDO-developed housing. If a CLT is adopted, AHFC must re-evaluate these types of loan products to non-profit housing developers, because the assumption is that the CLT offers a model for permanent affordable housing development.
4. **Market Competition:** Several volume builders, such as CENTEX and KB Homes offer housing that is priced affordably for low- to moderate-income home buyers. It is important to understand the impact of market-rate, unrestricted homes: These homes may be affordable to the initial homebuyer, but these homes will not be guaranteed affordable to the next homebuyer. A CLT is successful by offering a competitive product in a competitive, desirable location for a price that is more affordable than similar market-rate products, and the CLT model guarantees affordability for the next homeowner. Austin can provide such opportunities, especially in emerging communities like the Robert Mueller Municipal Airport (RMMA) Redevelopment Project.
5. **CLT Model to Avoid Property Taxes:** The concern of higher-income neighborhoods forming nonprofit CLTs to avail themselves of property tax exemptions provided to a CLT is unfounded. Property tax exemption for nonprofits requires that the housing serve low-income households. Further, public funding for a CLT must be conditioned on serving low-income households.

2 ✓

Travis County Commissioners Court Agenda Request

08/27/08 10:09:58

Voting Session November 25, 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 \$764,495.13, for the period of November 7, 2008 to November 13, 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)

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: November 25, 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: November 7, 2008 to November 13, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$764,495.13

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 \$764,495.13.

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
NOVEMBER 7, 2008 TO NOVEMBER 13, 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.

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,180,639.08
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 18, 2008	\$ (416,144.12)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 764,495.13
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 764,495.13</u>

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

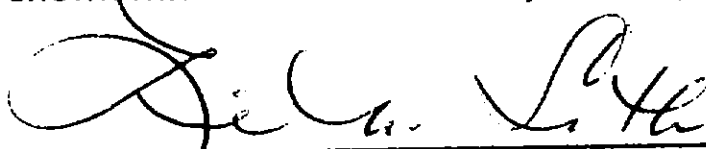
All claims over \$25,000 (1 this week totaling \$25,086.80) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$113,912.52) 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.

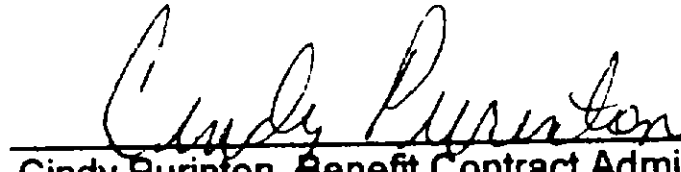
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$11,192.56.

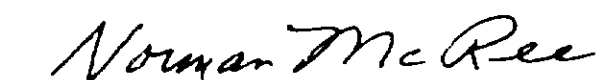
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 11-14-08
 Linda Moore Smith, Director Date

 11-14-08
 Dan Mansour, Risk Manager Date

 11/14/08
 Cindy Purinton, Benefit Contract Administrator Date

 11/14/08
 Norman McRee, Financial Analyst Date

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

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

FROM: UNITEDHEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-11-14 REQUEST AMOUNT: \$1,180,639.08

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: 2008-11-13	\$869,258.22
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,069,459.78
+ CURRENT DAY NET CHARGE:	\$111,179.30
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,180,639.08

ACTIVITY FOR WORK DAY: 2008-11-07

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$343,862.86	\$00.00	\$343,862.86
TOTAL:	\$343,862.86	\$00.00	\$343,862.86

ACTIVITY FOR WORK DAY: 2008-11-11

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$61,592.31	\$00.00	\$61,592.31

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_11_13

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	-199.71	NN	1309336	AH	7	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-220.68	NN	1055070	AH	5	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-238.91	NN	1754632	AE	5	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-239.93	NN	1317588	AH	1	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-250.39	NN	1932615	AI	16	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-264.39	NN	1846959	AH	6	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-273.24	UU	52284767	AF	2	11/8/2008	50	11/14/2008	11/13/2008
701254	632	-279.85	NN	1720438	A	11	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-286.96	NN	928731	AH	5	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-304.31	NN	SSN0000C	AL	0	11/7/2008	600	11/13/2008	11/13/2008
701254	632	-308.82	Q3	47694351	AA	9	11/6/2008	50	11/10/2008	11/13/2008
701254	632	-311.92	Q3	440342	AH	5	5/20/2008	50	11/12/2008	11/13/2008
701254	632	-317.8	NN	1654490	A	48	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-356.3	UU	57230761	AH	5	11/10/2008	50	11/13/2008	11/13/2008
701254	632	-360.79	NN	980012	AI	2	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-406.12	NN	SSN0000C	AL	0	11/4/2008	600	11/10/2008	11/13/2008
701254	632	-417.5	NN	1528098	AE	6	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-432.77	NN	1654486	A	48	11/13/2008	200	11/10/2008	11/13/2008
701254	632	-1356.47	NN	1622178	AH	8	11/13/2008	200	11/10/2008	11/13/2008

764,495.13

***Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable***

For the payment week ending: 11/13/2008

<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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/13/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	108,654.28
RD	526-1145-522.45-29	21.18
RR	526-1145-522.45-29	13,844.05
Total CEPO		\$122,519.51
EPO		
EE	526-1145-522.45-20	201,673.88
RR	526-1145-522.45-21	61,576.24
Total EPO		\$263,250.12
PPO		
EE	526-1145-522.45-25	333,241.23
RR	526-1145-522.45-26	45,484.27
Total PPO		\$378,725.50
Grand Total		\$764,495.13

3

Travis County Commissioners Court Agenda Request

Voting Session 11/25/08
(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:

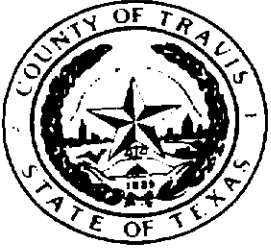
_____ Planning and Budget Office (854-9106)

_____ 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

November 25, 2008

ITEM # :

DATE: November 14, 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 – 12.

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
Co Agricultural Ext Serv	26	Education Instructional Spec	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Constable 3	17	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Criminal Courts	184	Judicial Aide Spec	16 / Level 2 / \$38,292.80	16 / Level 2 / \$38,292.80
Fac Mgmt	153	Building Security Guard*	8 / Level 3 / \$22,900.80	8 / Level 3 / \$22,900.80
JP Pct 5	15	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Juvenile Court	188	Juvenile Probation Ofcr I**	14 / Level 4 / \$35,339.20	14 / Level 4 / \$35,339.20
Juvenile Court	195	Juvenile Probation Ofcr I**	14 / Level 2 / \$33,446.40	14 / Level 2 / \$33,446.40
Sheriff	909	Counselor Sr	16 / \$40,456.33	16 / \$40,456.33
Sheriff	1561	Corrections Officer**	81 / Step 1 / \$38,737.92	81 / Step 1 / \$38,737.92
TNR	573	Park Maint Worker	7 / \$28,225.60	7 / \$28,225.60
TNR	592	Park Maint Worker	7 / \$26,166.40	7 / \$26,166.40
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Co Agricultural Ext Serv	20030	Social Svcs Prgm Spec Assoc	13 / \$14.18	13 / \$14.18	02
County Clerk	20007	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20016	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20033	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	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
County Clerk	20070	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20074	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20308	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20317	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20329	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20330	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20331 (2 nd Job)	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20345	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20415	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20430	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20480	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20518	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23025	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23030	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23031	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23032	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23050	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23062	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23072	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23091	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	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
County Clerk	23092	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23095	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23097	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23098	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23099	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23100	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23101	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23102	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23103	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23104	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23105	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23106	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23107	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23108	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23109	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23110	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23111	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23112	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23113	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23114	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	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
County Clerk	23115	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23116	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23117	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23118	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23119	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23120	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23121	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23122	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23123	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23124	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23125	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23126	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23127	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23128	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23129	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23130	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23131	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23132	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	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
County Clerk	23134	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23135	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23136	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23137	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23139	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23140	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23141	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23142	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23143	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23144	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23145	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23146	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23147	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23148	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23149	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23150	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23151	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23152	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	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
County Clerk	23153	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23155	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23156	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23158	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23159	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23160	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23161	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23162	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23164	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23165	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23168	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23169	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23182	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23183	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23185	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23187	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23199	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23205	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23226	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23232	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	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
Fac Mgmt	50054	Custodian	5 / \$10.00	5 / \$10.00	05
HHS	20021	Office Specialist	10 / \$12.62	10 / \$12.62	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot - Position Title - Salary	Dept. (To)	Slot - Position Title - Salary	Comments
County Clerk	Slot 20006 / Elec Clk - Operations Clk IV / Grd 14 / \$16.00	County Clerk	Slot 20239 / Elec Clk - Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 20317 / Elec Clk - Eryl Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 23033 / Elec Clk - Eryl Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
Fac Mgmt	Slot 50009 / Building Security Guard / Grd 8 / \$10.10	Fac Mgmt	Slot 50070 / Office Specialist / Grd 10 / \$12.00	Promotion Temporary.
HRMD	Slot 20029 / Office Asst / Grd 8 / \$10.10	HRMD	Slot 20033 / Human Resources Assistant Sr / Grd 16 / \$17.37	Promotion Temporary.

CAREER LADDERS - NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
County Atty	21	Attorney VI* / Grd 28	Attorney VII / Grd 29	\$88,500.88	\$92,925.92	Career Ladder. Pay is between min and midpoint of pay grade.
County Atty	25	Attorney IV* / Grd 26	Attorney V** / Grd 27	\$77,295.12	\$81,159.88	Career Ladder. Pay is between min and midpoint of pay grade.
County Atty	34	Attorney V* / Grd 27	Attorney VI / Grd 28	\$78,336.86	\$82,253.70	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized ** Authorized slot is green-circled. *** Slot removed from green-circled table.						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
County Atty	113	Attorney II* / Grd 22	Attorney III*** / Grd 24	\$55,850.01	\$62,086.34	Career Ladder. Pay is at minimum of pay grade.
County Atty	132	Attorney V* / Grd 27	Attorney VI / Grd 28	\$82,700.21	\$86,835.22	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	580	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$28,748.83	\$30,186.27	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized ** Authorized slot is green-circled. *** Slot removed from green-circled table.						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 157 / Attorney II / Grd 22 / \$58,960.85	District Atty	Slot 142 / Attorney III* / Grd 24 / \$62,086.34	Promotion. Pay is at minimum of pay grade.
CSCD	Slot 197 / Office Specialist / Grd 10 / \$26,179.54	County Clerk	Slot 95 / Court Clerk I / Grd 13 / \$31,262.40	Promotion. Pay is between min and midpoint of pay grade.
District Atty	Slot 37 / Attorney V* / Grd 27 / \$81,159.89 (Authorized slot is green-circled)	District Atty	Slot 14 / Attorney V* / Grd 27 / \$81,159.89	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 14 / Attorney VI* / Grd 28 / \$88,500.88	District Atty	Slot 37 / Attorney VI / Grd 28 / \$88,500.88 (Slot removed from green-circled table)	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
District Atty	Slot 142 / Attorney VI / Grd 28 / \$92,040.91	District Atty	Slot 271 / Attorney VI / Grd 28 / \$92,040.91	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 340 / Juvenile Probation Ofcr II / Grd 15 / \$46,345.33	Juvenile Court	Slot 487 / Juvenile Probation Ofcr III / Grd 16 / \$48,662.00	Promotion. Pay is between midpoint and max of pay grade.
Juvenile Court	Slot 404 / Office Specialist / Grd 10 / \$34,917.38	Juvenile Court	Slot 508 / Administrative Asst II / Grd 13 / \$36,138.96	Promotion. Pay is at midpoint of pay grade.
Sheriff	Slot 802 / Corrections Officer Sr / Grd 83 / \$43,177.06	Constable 5	Slot 11 / Deputy Constable* / Grd 61 / \$40,950.21	Promotion. Transition from TCSO to Non-TCSO. Peace Office Pay Scale (POPS).
Sheriff	Slot 112 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	Sheriff	Slot 45 / Lieutenant Certf Peace Ofcr / Grd 89 / \$98,006.06	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 138 / Cert Peace Officer Sr / Grd 84 / \$53,324.96	Sheriff	Slot 1775 / 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 217 / Cert Peace Officer Sr / Grd 84 / \$59,064.10	Sheriff	Slot 1068 / Cert Peace Officer Sr / Grd 84 / \$59,064.10	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 263 / Cert Peace Officer Sr / Grd 84 / \$48,374.98	Sheriff	Slot 217 / Cert Peace Officer Sr / Grd 84 / \$48,374.98	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1248 / Telecomm 9-1-1 Spec Supv / Grd 16 / \$43,897.78	Sheriff	Slot 629 / Telecomm 9-1-1 Spec Sr / Grd 15 / \$38,213.90	Voluntary job change. Pay is between min and midpoint of pay grade.
Sheriff	Slot 1388 / Corrections Officer Sr* / Grd 83 / \$42,107.10	Sheriff	Slot 325 / Corrections Officer Sr / Grd 83 / \$42,107.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1475 / Office Specialist Sr / Grd 12 / \$34,173.03	Sheriff	Slot 1475 / Office Specialist Sr / Grd 12 / \$37,155.66	Salary adjustment. Pay is between midpoint and max of pay grade.
Sheriff	Slot 1478 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 112 / Sergeant Certified Peace Ofcr / Grd 88 / \$83,681.10	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 1515 / Corrections Officer Sr / Grd 83 / \$42,107.10	Sheriff	Slot 328 / Corrections Officer Sr* / Grd 83 / \$42,107.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1528 / Cert Peace Officer Sr / Grd 84 / \$59,064.10	Sheriff	Slot 1776 / Cert Peace Officer Sr / Grd 84 / \$59,064.10	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
Tax Collector	Slot 135 / Tax Compliance Ofcr / Grd 13 / \$32,869.49	County Clerk	Slot 104 / Court Clerk I / Grd 13 / \$33,051.20	Lateral transfer. Employee transferred to different slot, different position, different department, same pay grade. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

4

**TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

08 NOV 10 PM 3:58

Voting Session: November 25, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 49343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
NEW SITE LOCATION AND BUILDING FOOTPRINT OF THE NEW PRECINCT ONE
OFFICE BUILDING AT 4705 HEFLIN LANE, AUSTIN.

C. Approved by: _____
Signature of Commissioner or Judge

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

Judge Richard Scott, Justice of the Peace, Precinct One (47700)
 Constable Luke Mercer, Constable, Precinct One (47511)
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
 Amy Lambert, AIA, Project Manager, Facilities Management Department (46409)

III. Required Authorizations: Please check if applicable.

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

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

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

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



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

FMD: PCT1-05-08R-1N

File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM:" line and extends to the right.

DATE: November 17, 2008

SUBJECT: Precinct One Office Building – Site Location & Building Footprint

Proposed Motion:

Consider and take appropriate action regarding the new site location and building footprint of the new Precinct One Office Building at 4705 Heflin Lane.

Summary and Staff Recommendation:

- Facilities Management Department (FMD) recommends approval of the new site location and building footprint for the new Precinct One Office Building. Beginning in July 2008, a series of meetings were held to involve the site's adjacent neighborhood associations in the site location and schematic design process. These meetings were attended by Judge Sam Biscoe, Commissioner Ron Davis and featured presentations by FMD.
- The neighbors were very concerned about the placement of the new building at the northwest corner of the property, parallel to both high-traffic Springdale Road and Heflin Lane. Due to the input received at these meetings, a new location within the existing 3.95 acre site is now being proposed for the new building.
- Because of the new site location, the original "L-shaped" floor plan was no longer well-suited for an area that no longer took advantage of the corner, and was closer to the single-family homes that are found to the east and south of the site. FMD changed the shape of the building by re-configuring the floor plan, yet kept the building program the same. All functions, offices, supporting areas and relationships between administrative & public spaces will remain the same; they are all only reconfigured a bit differently around a central lobby space.
- Additionally, the new site location will allow the existing 6,062 SF Precinct One Office Building to remain as a County property to be used by the existing occupants until the new building is completed, and afterwards as a County office building.

Although the program of the new building has not changed, the square footage will ultimately vary from that of the original design. The original design was 14,500 SF and the new design is 16,600 SF. There are not yet elevations for this new schematic design; these will be created by FMD after approval of these other changes to the original site location and footprint.

Budgetary and Fiscal Impact:

This new site location and building footprint does not directly impact the previously approved total proposed FY09 budget of \$3,029,645 for design and construction.

Background:

In the FY08 budget, the Commissioners Court approved \$50,000 for the planning and programming of a new office building for Precinct One due to the growth on the east side of the County. Facilities Management Department obtained the staffing projection for the two offices in the fall of 2007 from PBO. Then, Facilities Management worked on the space planning and programming, and schematic design in coordination with the users. The planning, programming, and schematic design were developed in close coordination with the user departments during planning sessions held since January 2008 and approved by Commissioner's Court on May 13, 2008. FMD included a request for funding for design and construction in the FY09 budget submittal. Project was approved and funding provided as discussed above.

Required Authorizations:

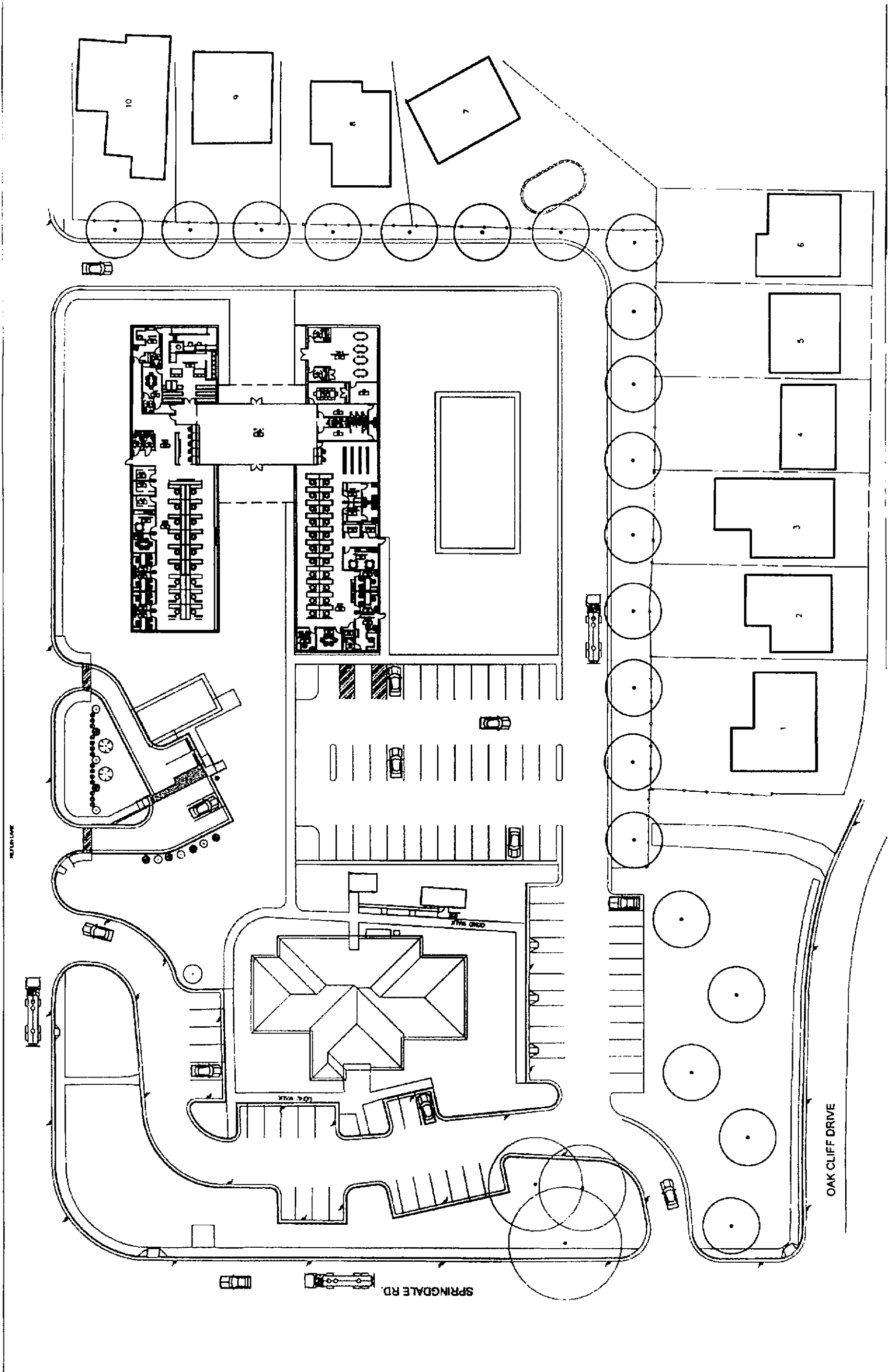
Planning and Budget: N/A

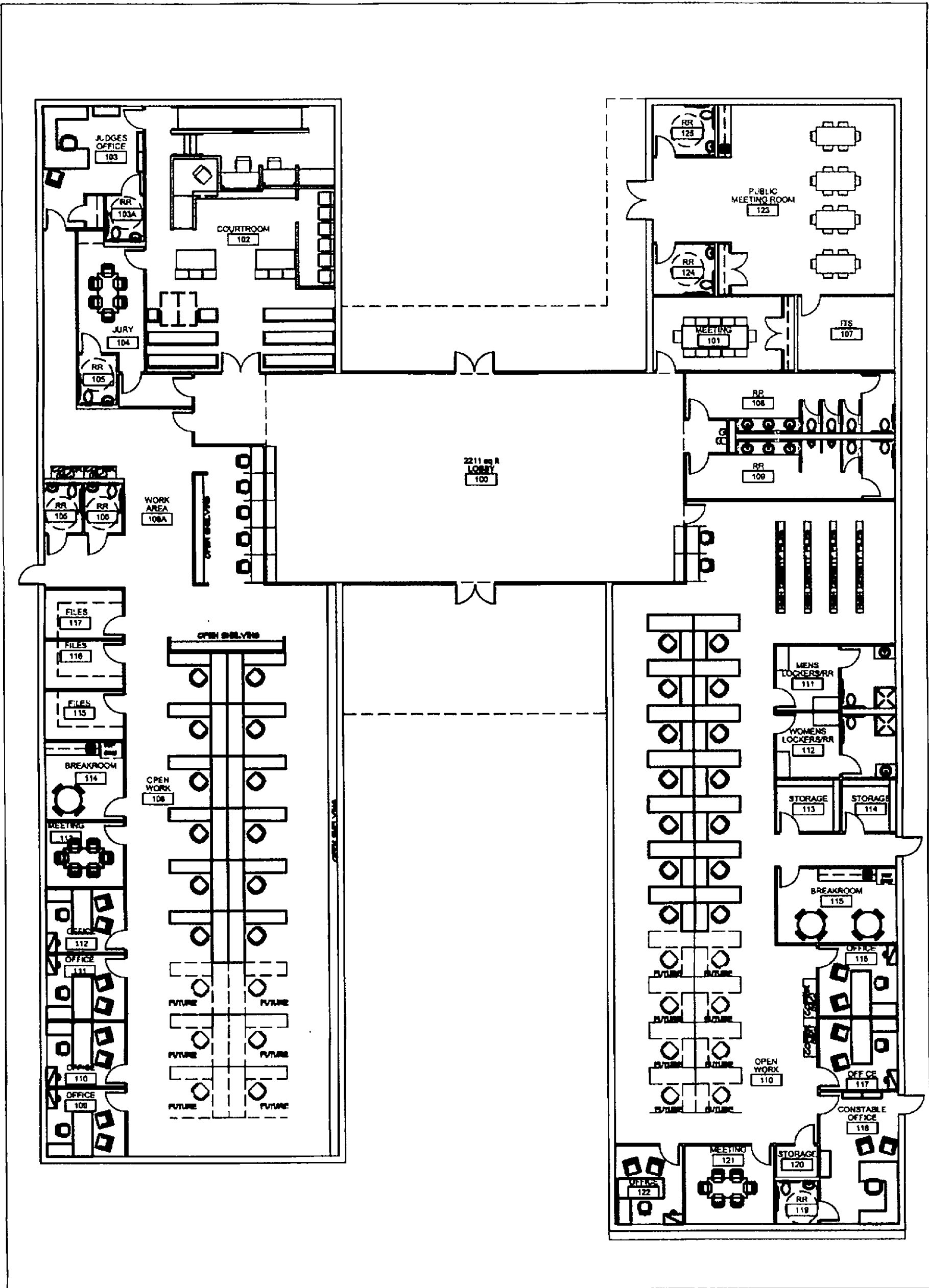
Purchasing: N/A

County Attorney: N/A

Exhibits:

1. New Schematic Design Site Plan (A)
2. New Schematic Design Floor Plan (B)



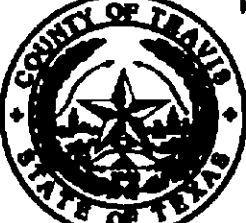


DATE: 11-17-08
 PROJECT NO: PCT-08-008-1H
 SCALE: AS SHOWN
 DRAWN BY: J. A.
 CHECKED BY: J. A.
 SHEET NUMBER
A

SHEET TITLE

PRECINCT ONE NEW OFFICE BUILDING

4705 HEFLIN LANE
AUSTIN, TRAVIS COUNTY, TEXAS



**TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT**

1010 LAMAR, SUITE 400
 P.O. BOX 1748
 AUSTIN, TEXAS 78767
 PH (512) 504-9081
 FAX (512) 504-9228

5 ✓

Travis County Commissioners Court Agenda Request

RECEIVED
08 NOV 13 PM 3:58

Voting Session 11/25/08
(Date)

I. Request

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

B. Requested text:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING
AUTOMOBILE TOTAL LOSS CLAIM RECOMMENDATIONS FOR THE PERIOD
NOVEMBER 1, 2007 THROUGH OCTOBER 31, 2008:

A. TCSO unit 2056 – Settle
B. HHS unit 2770 - Settle
C. Tax Office unit TNR1300 – Settle
D. TCSO unit 2720 – Settle

C. Approved by:

(Signature of Commissioner or County Judge)

II. Additional Information

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

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

- Alicia Perez, 854-9343
- Sherine Thomas, 854-9415
- Susan Spataro, 854-9125
- Greg Hamilton, 854-9770
- Sheri Fleming, 854-4100
- Dana DeBeauvoir, 854-9188
- Joe Gieselman, 854-9383



Human Resources Management Department

1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: November 17, 2008

TO: Members of the Commissioners Court

VIA: ~~By~~ Alicia Perez, Executive Manager of Administrative Operations

FROM: Linda Moore Smith, Director, Human Resources Management Dept. *[Signature]*
Dan Mansour, Risk & Benefits Manager *[Signature]*

SUBJECT: Total Losses

Proposed Motion:

Consider and take appropriate action on automobile total loss claim recommendations for the period November 1, 2007 through October 31, 2008.

Summary and Staff Recommendation:

Staff recommends that the total loss claims be paid as proposed.

The County's third party administrator has inspected the total loss vehicles and determined their actual cash value (ACV). The Risk Management fund pays the ACV and pursuant to amended Chapter 34, §34.001, subsection (h), the Capital Acquisition Reserve fund (CAR) pays the difference of the ACV and the cost of a replacement vehicle. The Risk Management fund also pays for all equipment associated with the replacement vehicle.

Any associated third party claims arising from these total loss claims, not already settled, will be brought back before the Commissioners Court for approval.

Budgetary and Fiscal Impact:

The attached spreadsheet shows the fiscal impact on the Risk fund in the total amount of \$52,325; \$38,525.00 for ACV and \$13,800.00 for equipment. The total amount for the CAR fund is \$48,035.00. The total transfer amount for your approval is \$100,360.00.

If additional backup or information is required, please contact Risk Management at 854-9584.

Total Losses 09

	CLAIM NUMBER	DEPT	DOL	VEHICLE	UNIT #	REPLACE COST	ACV/RISK	EQUIP/RISK	TOTAL RISK	TOTAL CAR	TOTAL RISK/CAR
A	A08372500330201	TCSO	11/6/07	2002 Ford Explorer	2066	\$ 23,450	\$ 6,875	\$ 1,690	\$ 8,565	\$ 16,575	\$25,140.00
B	A08583001070201	HHS	3/10/08	2006 Chevrolet p/u	2770	\$ 17,950	\$ 16,530	\$ 120	\$ 16,650	\$ 1,420	\$18,070.00
C	A08084001160201	Tax Office	3/31/08	92 Plymouth Voyager	TNR1300	\$ 19,700	\$ 2,295	\$ 370	\$ 2,665	\$ 17,405	\$20,070.00
D	A09372500020201	TCSO	10/13/08	2006 Ford CV	2720	\$25,460	\$12,360	\$ 11,620	\$23,980	\$13,100	\$37,080.00
	Totals			Totals		\$86,560.00	\$38,060.00	\$ 13,800.00	\$ 51,860.00	\$ 48,500.00	\$100,360.00

A

RECOMMENDATION FOR TRANSFER

DATE: 11-14-08
 COUNTY DEPARTMENT: TCSO
 CLAIM NUMBER: A08372500330201
 DATE OF INCIDENT: 11-06-07
 LOCATION OF INCIDENT: 16700 block Blake-Manor Rd., Manor
 PROPERTY DAMAGES: 2002 Ford Explorer/unit 2056

LOSS PAYEE:	TNR	Loss Amt.	Paid Amt.
	Vehicle Replacement Cost	\$23,450	
	ACV (Risk Fund)		\$ 7,340
	CAR Fund		<u>16,110</u>
		\$23,450	\$23,450
	Custom Equipment & fees	1,690	
	Risk Fund		<u>1,690</u>
	Totals	<u>\$25,140</u>	<u>\$25,140</u>

DESCRIPTION OF INCIDENT: Accident and damages were discussed with county supervisor Sgt. Stan Hibbs. He advised Deputy Sidney Parker, driving unit 2056, was east bound on Blake-Manor Road and was stopped behind a vehicle waiting to make a left turn. A third vehicle collided into the rear of the county unit, pushing it forward into the rear of the other stopped vehicle. There was extensive rear end and front end damage to unit 2056, rendering the vehicle a total loss. There were no injuries. Third party had no insurance and recovery is not likely, however, claim has been turned over to the County Attorney to pursue.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. Vehicle has been inspected and is considered a structural total loss. Market valuation was completed and the ACV is \$7,340.00. Custom equipment and fees total \$1,690 to include MDC mount and docking station, radio rack, head and rear light flashers, window tint and installation fees.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk & Benefits Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends \$9,030.00 be transferred from Risk Fund 525-1140-522-4511 AR1102 into 001-4952-621-8020 and \$16,110.00 be transferred from CAR Fund 001-9800-981-9891 into 001-4996-823-8020.



RECOMMENDATION FOR TRANSFER

DATE: 11-14-08
 COUNTY DEPARTMENT: HHS
 CLAIM NUMBER: A08583001070201
 DATE OF INCIDENT: 3-10-08
 LOCATION OF INCIDENT: Lockhart Highway East
 PROPERTY DAMAGES: 2006 Chevrolet Colorado/unit 2770

LOSS PAYEE:	TNR	Loss Amt.	Paid Amt.
	Vehicle Replacement Cost	\$17,950	
	ACV (Risk Fund)		\$16,530
	CAR Fund		<u>1,420</u>
		\$17,950	\$17,950
	Custom Equipment & fees	120	
	Risk Fund		<u>120</u>
	Totals	<u>\$18,070</u>	<u>\$18,070</u>

DESCRIPTION OF INCIDENT: Accident and damages were discussed with Yvette Rugley-Craig of HHS. She advised employee Ruben Rodriguez was driving county unit 2770 westbound on Lockhart Hwy. on his way to the Del Valle Community Center. He signaled to get over into the left lane when his vehicle hydroplaned. He left the roadway and collided into a guardrail, causing heavy damage to the left side of unit 2770, rendering the vehicle a total loss. There were no injuries.

CORRECTIVE ACTION: Employee was removed from driving a County vehicle until September 9, 2008. He completed a defensive driving course in July 2008. Employee assessed 4 vehicle safety points.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. Vehicle has been inspected and is considered a structural total loss. Market valuation was completed and the ACV is \$16,530.00. Custom equipment includes window tint for a total of \$120.00.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk & Benefits Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends \$16,650.00 be transferred from Risk Fund 525-1140-522-4511 AR1102 into 001-4952-621-8020 and \$1,420.00 be transferred from CAR Fund 001-9800-981-9891 into 001-4996-823-8020.



RECOMMENDATION FOR TRANSFER

DATE: 11-14-08

COUNTY DEPARTMENT: Tax Office

CLAIM NUMBER: A08084001160201

DATE OF INCIDENT: 3-31-08

LOCATION OF INCIDENT: Braker Lane at Metric

PROPERTY DAMAGES: 1993 Plymouth Grand Voyager SE/unit TNR 1300

LOSS PAYEE:

TNR	Loss Amt.	Paid Amt.
Vehicle Replacement Cost	\$19,700	
ACV (Risk Fund)		\$ 2,295
CAR Fund		<u>17,405</u>
	\$19,700	\$19,700
Custom Equipment & fees	370	
Risk Fund		<u>370</u>
Totals	<u>\$20,070</u>	<u>\$20,070</u>

DESCRIPTION OF INCIDENT: Accident and damages were discussed with county supervisor Frank Conkle. He advised employee Reginald Winn was on Braker Lane at Metric. There was a light rain and the streets were wet. He was driving unit TNR1300, a 1993 Plymouth Voyager, and was eastbound in the center lane when the traffic signal changed to red. He applied his brakes but began to slide. He did not want to hit the cars that were stopped in front of him, so he quickly checked his side mirror, saw he was clear in the outside lane, swerved but starting sliding. Even with his evasive measures, the front of his vehicle still collided with a stopped third party vehicle, which was then pushed forward into the rear of another stopped third party vehicle. There were no injuries to the claimant but the employee received a left wrist and thumb injury. Although the damage to the front end of unit TNR1300 was moderate, due to its age, it was rendered a total loss. Third party claim has been settled.

CORRECTIVE ACTION: Employee assessed 4 vehicle safety points.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. Vehicle has been inspected and is considered a structural total loss. Market valuation was completed and the ACV is \$2,295.00. Custom equipment and fees total \$370.00 to include window tint and installation fees.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk & Benefits Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends \$2,665.00 be transferred from Risk Fund 525-1140-522-4511 AR1102 into 001-4952-621-8020 and \$17,405.00 be transferred from CAR Fund 001-9800-981-9891 into 001-4996-823-8020.

RECOMMENDATION FOR TRANSFER

DATE: 11-14-08
 COUNTY DEPARTMENT: TCSO
 CLAIM NUMBER: A09372500020201
 DATE OF INCIDENT: 10-13-08
 LOCATION OF INCIDENT: 13000 IH 35 northbound
 PROPERTY DAMAGES: 2006 Ford CV/unit 2720

LOSS PAYEE:	TNR	Loss Amt.	Paid Amt.
	Vehicle Replacement Cost	\$25,460	
	ACV (Risk Fund)		\$12,360
	CAR Fund		<u>13,100</u>
		\$25,460	\$25,460
	Custom Equipment & fees	11,620	
	Risk Fund		<u>11,620</u>
	Totals	<u>\$37,080</u>	<u>\$37,080</u>

DESCRIPTION OF INCIDENT: Accident and damages were discussed with county supervisor Sgt. JD Williamson. He advised Deputy Keith Goodman was in county unit 2720 and working an authorized off duty job. He was in the 13000 block of IH35 parked inside traffic cones with his overhead lights on when his vehicle was struck on the right rear passenger side by a 2004 GMC pickup, driven by Raul Garcia, who was believed to be intoxicated. There was major rear end and right side damage to unit 2720, rendering it a total loss. There were no injuries. It is unknown at this time if the third party had any insurance. He had no driver's license and was arrested. If it is discovered there was no insurance, file will be turned over to the County Attorney to pursue.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. Vehicle has been inspected and is considered a structural total loss. Market valuation was completed and the ACV is \$12,360.00. Custom equipment and fees total \$11,620 to include light bar, video camera, MDC mount and docking station, head and rear light flashers, trunk LED's, strobe, LP TIR3, graphics, fire extinguisher and installation fees.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk & Benefits Manager has reviewed the claim submitted and pursuant to approval of amended Chapter 34, §34.001, subsection (h), recommends \$23,980.00 be transferred from Risk Fund 525-1140-522-4511 AR1103 into 001-4952-621-8020 and \$13,100.00 be transferred from CAR Fund 001-9800-981-9891 into 001-4996-823-8020.

6 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: November 25, 2008

I. A. Request made by: ROGER JEFFERIES, EXECUTIVE MANAGER, JUSTICE AND PUBLIC SAFETY 

Phone #: 854-4759
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO REQUEST TO PAY FOR TRAVEL COSTS OF A SAFEPLACE EMPLOYEE FOR THE OVW SAFE HAVENS NEW GRANTEE ORIENTATION

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
Roger Jefferies, Justice and Public Safety Executive Manager – 44759;
Caryl Colburn, CES Director - 44618; Cecelia Burke, DRO Director – 49680; DeDe Bell, Auditor’s Office - 47827; Katie Peterson, PBO – 49346.

III. Required Authorizations: Please check if applicable.

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

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

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

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

60-1 11/19/08 5:11:00 PM
COUNTY CLERK

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

AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: November 25, 2008
- **Requested Action: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PAY FOR TRAVEL COSTS OF A SAFEPLACE EMPLOYEE FOR THE OVW SAFE HAVENS NEW GRANTEE ORIENTATION.**

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information:** Roger Jefferies, Justice and Public Safety Executive Manager – 44759; Caryl Colburn, CES Director - 44618; Cecelia Burke, DRO Director – 49680; DeDe Bell, Auditor’s Office - 47827; Katie Peterson, PBO – 49346.
- **Summary of Program Objective/Staff Recommendation:** On 11/04/08 Travis County Commissioners Court approved an award for \$200,000 from the Department of Justice, Office on Violence Against Women (OVW) for a Safe Havens: Supervised Visitation and Exchange Grant Program. This is a much needed award for Travis County as there is currently not a countywide plan for the provision of visitation and exchange services for children and their parents in divorce and domestic violence situations. The Domestic Relations Office (DRO) currently has oversight authority, given by the Juvenile Board, for visitation center services. DRO is contracting with a network of private providers offering visitation services until this new plan is developed under the OVW Safe Havens grant.

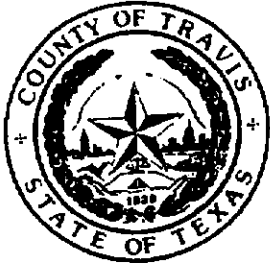
The OVW grant, also called a cooperative agreement, provides a significant amount of technical assistance to the grantee. Three required technical assistance meetings are set for the first year of this two year grant. Three grant partners are required to go. Mandatory attendance is required from the following representatives: the government organization grantee, Counseling and Education Services (CES); the partnering agency providing supervised visitation services, DRO; and the partnering domestic violence agency, Safe Place.

As Travis County did not receive the initial amount requested in the application to OVW (\$400,000) the administrating department, CES, is required to submit a revised scope and budget. This revised scope of service and budget has also been submitted to the Commissioners Court for approval. There is a special condition in the grant award which states that the recipient may not expend or draw down funds until the Department of Justice: Office of the Comptroller has approved the revised budget and budget narrative. Therefore, in order expedite travel arrangements and not have to wait for the approval of OVW, county funds will be used up-front to pay for travel costs. Travis County will be reimbursed for all costs of travel by the OVW Safe Havens Grant.

- The first meeting, “OVW Safe Havens Development Grantee Orientation” is going to be held in Alexandria, VA on December 10, 11 and 12 of 2008. All of the attendees are county employees, except for the Safe Place employee. Monies from existing travel budget lines will be used to pay for the trip for these employees and will be reimbursed once the revised budget is approved and funds can be drawn down from the grant.
- **CES is requesting that the county pay travel expenses for the Safe Place employee up front along with the other conference participants. As with the County employees, the grant will reimburse these travel expenses for this participant when funds become available.**

Budget Information: The administrating department, CES, has the funds to cover the travel costs for this first training in its line item of 001-4020-586-6503 TRAVEL, MEALS, LODGING. There is no fee for the training itself. Travel costs for each participant is approximately \$1,350.00. OVW grant funds will reimburse the above line item as soon as grant funds can be drawn down.

Business Opportunities/Impacts: The OVW Safe Havens cooperative agreement requires a community response in the creation of a plan for visitation and safe exchange of children by parents in situations involving domestic and dating violence, child abuse, sexual assault, and/or stalking. Therefore, it is important that the Travis County Domestic Violence and Sexual Assault Center d/b/a Safe Place be a part of this initiative.



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 11/14/08

Approved by: _____

Voting Session: Tuesday, November 25, 2008

REQUESTED ACTION: DECLARE LISTING OF EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (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):** John Hille
- 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 court will note that some of the items on the list have purchase dates of 1984 through 2008 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.
- Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

_____ DATE

_____ COUNTY JUDGE

LOT#	AQ TYPE	YEAR	TAG	IMP	DESCRIPTION	SERIAL	COST	INS.	DEPT	DIV	P.O.	ASSET	LOC	STA	FUND
LOT#001	PO YGA	2003	109495	0	LINE TRIMMER 25.8CC, ECHO	5007909	\$0.00	\$288.73	49	45	248031	63453	TCAUC1	A	8043
LOT#002	PO YGA	2005	11826	0	COMMERCIAL STRING TRIMMER, STIHL	261781510	\$0.00	\$278.00	39	50	302804	73714	TCAUC1	A	8043
LOT#003	FA OGH	1990	64906	0	AIR BLOWER	33562	\$0.00	\$355.00	15	10		41987	TCAUC1	A	8015
LOT#004	PO YGA	2003	120541	0	JOHN DEERE TRIMMER	JT0371006	\$0.00	\$299.00	15	10	272925	69279	TCAUC1	A	8043
LOT#005	PO YGA	2003	120540	0	JOHN DEERE TRIMMER	JT0370956	\$0.00	\$299.00	15	10	272925	69278	TCAUC1	A	8043
LOT#006	PO YGA	2005	124900	0	POWER TRIMMER, JOHN DEERE	JT0370961	\$0.00	\$299.95	15	10	309201	74927	TCAUC1	A	8043
LOT#007	PO OGH	1994	67419	0	CHAIN SAWS, SHINDAIWA	2079926	\$0.00	\$585.00	15	10	61431	33251	TCAUC1	A	8015
LOT#008	PO YGA	2002	103478	0	CHAINSAW, 16" ECHO	252738245	\$0.00	\$259.95	15	10	222789	56746	TCAUC1	A	8043
LOT#009	PO YGA	2002	103479	0	CHAINSAW, 14" ECHO	252497685	\$0.00	\$179.95	15	10	222789	56747	TCAUC1	A	8043
LOT#010	N/A	N/A	N/A	N/A	SMALL PINK BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#011	N/A	N/A	N/A	N/A	SCHWINN STINGRAY BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#012	PO COP	1996	N/A	N/A	BOXES OF BOOTS & BELTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#013	PO COP	1996	81694	0	GEOEXPLORER II (INCLUDES PFINDER SOFTWARE)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#014	FA CAM	1987	56157	0	PROJECTOR, KODAK	0010003RAX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#015	OU CAM	1980	72464	0	FILM PROJECTOR, KODAK	A142511	\$0.00	\$2,755.00	15	10	101501	36362	TCAUC1	A	8001
LOT#016	PO VCR	1991	N/A	N/A	RAZOR SCOOTER (NO ENGINE)	21485046	\$0.00	\$350.00	15	10		39346	TCAUC1	A	8013
LOT#017	FA TLE	2006	80941	0	VCR, GYRR	N/A	\$0.00	\$749.00	15	10		25834	TCAUC1	A	8015
LOT#018	N/A	N/A	N/A	N/A	TOA 500 PAGING SYSTEM	10529820	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#019	N/A	N/A	N/A	N/A	SUNGLASSES AND RECORDS	73999609	\$0.00	\$380.00	15	10		4259	TCAUC1	A	8013
LOT#020	PO CAM	2004	N/A	N/A	BOX OF OLD TOOLS	N/A	N/A	\$0.00	15	10		78914	TCAUC1	A	8013
LOT#021	PO CAM	2004	124600	0	(1) STAINLESS STEEL KITCHEN SINK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LOT#022	PO CAM	2006	152175	0	CAMERA, FINEPIX S7000 DIGITAL STILL, 6.3 MEGAPIXELS	41802613	\$0.00	\$555.98	15	10	293703	N/A	TCAUC1	A	8013
LOT#023	N/A	N/A	N/A	N/A	CANON POWERSHOT A530 DIGITAL CAMERA, ITEM#471875	2822289605	\$0.00	\$189.99	15	10	346677	72749	TCAUC1	A	8013
LOT#024	N/A	N/A	N/A	N/A	LOT OF CAR STEREO	N/A	N/A	N/A	N/A	N/A	N/A	80357	TCAUC1	A	8013
LOT#025	N/A	N/A	N/A	N/A	CAR AMPS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#026	N/A	N/A	N/A	N/A	CAR AMPS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#027	N/A	N/A	N/A	N/A	MISC DVD MOVIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#028	N/A	N/A	N/A	N/A	OLD CDS, STEREO, HEADPHONES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#029	N/A	N/A	N/A	N/A	3 BOXES OF OLD WALLET	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#030	N/A	N/A	N/A	N/A	PALLET OF OLD DAMAGED FOLDING TABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#031	N/A	N/A	N/A	N/A	16 OLD SCHOOLHOUSE STYLE CHAIRS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#032	FA LEF	2007	N/A	N/A	UNI-CART TOOL CART	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#033	N/A	N/A	77830	0	WALK THRU METAL DETECTOR, SENTRIE AT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#034	N/A	N/A	N/A	N/A	PALLET OF OLD VENT COVERS	20518	\$0.00	\$0.00	15	10		82674	TCAUC1	A	8055
LOT#035	N/A	N/A	N/A	N/A	WIPEOUT BRAND BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#036	N/A	N/A	N/A	N/A	ROADMASTER BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#037	N/A	N/A	N/A	N/A	QUEST SIERRA BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#038	N/A	N/A	N/A	N/A	STONEHAVEN BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#039	N/A	N/A	N/A	N/A	SCHWINN RANGER BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#040	N/A	N/A	N/A	N/A	PALLET OF OLD PRISONER UNIFORMS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#041	N/A	N/A	N/A	N/A	PALLET OF OLD MOTORS (SCRAP METAL)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#042	N/A	N/A	N/A	N/A	BOX OF OLD CRUTCHES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#043	N/A	N/A	N/A	N/A	PARTIAL ROLL OF GUY WIRE CABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#044	N/A	N/A	N/A	N/A	3 METAL CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#045	PO OFE	2000	N/A	N/A	ROLLING MEDICAL CART	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#045	PO OFE	2000	103110	0	SHEET FEEDER, PITNEY BOWES F550	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#045	PO OFE	2000	103111	0	SHEET FEEDER, PITNEY BOWES F550	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#045	PO OFE	2000	103112	0	INSERT FEEDER, PITNEY BOWES F550	3140	\$0.00	\$0.00	15	10	180806	79458	TCAUC1	A	8001
LOT#045	PO OFE	2000	103113	0	MILING MACHINE, PITNEY BOWES F550	3140	\$0.00	\$0.00	15	10	180806	79459	TCAUC1	A	8001
LOT#046	PO CLC	2005	122240	0	ROYAL COMMERCIAL VACUUM CLEANER, 1025Z	3140	\$0.00	\$0.00	15	10	180806	79460	TCAUC1	A	8001
LOT#046	PO CLC	2005	122255	0	ROYAL COMMERCIAL VACUUM CLEANER, 1025Z	3140	\$20,393.00	\$0.00	15	10	180806	49420	TCAUC1	A	8001
LOT#046	PO CLC	2005	122255	0	VACUUM CLEANER ROYAL COMMERCIAL MODEL #1025Z	NONE	\$0.00	\$299.00	15	10	305823	78935	TCAUC1	A	8031
LOT#046	PO CLC	2005	122255	0	VACUUM CLEANER ROYAL COMMERCIAL MODEL #1025Z	D05B00000564	\$0.00	\$299.00	15	10	313272	75102	TCAUC1	A	8031

LOT#046	PO	CLC	2005	122259	0	VACUUM CLEANER ROYAL COMMERCIAL MODEL #10252	D05B0000761	\$0.00	\$299.00	15	10	313272	75106	TCAUC1	A	8031
LOT#047	N/A	N/A	N/A	N/A	N/A	OLD G.E. FRIDGE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#048	PO	OFE	1995	70472	0	SHREDDER, 1616 POWERSHRED	1617635	\$0.00	\$1,947.09	15	10	81372	33635	TCAUC1	A	8001
LOT#049	N/A	N/A	N/A	N/A	N/A	PALLET USED SCRAP METAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#050	PO	MOW	2003	123317	0	22" CUT MOWER, TORO	230201290	\$0.00	\$299.00	49	45	262710	73725	TCAUC1	A	8043
LOT#051	FA	MOW	2008	126794	0	JOHN DEER 21" MOWER	SXJ560X014469	\$0.00	\$359.00	49	45		88197	TCAUC1	A	8043
LOT#052	N/A	N/A	N/A	N/A	N/A	PALLET OLD WATER COOLERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#053	N/A	N/A	N/A	N/A	N/A	OLD TABLE AND BOOKCASE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#054	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD USED LIGHTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#055	N/A	N/A	N/A	N/A	N/A	MTN TAMER BIKE FRAME	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#056	N/A	N/A	N/A	N/A	N/A	NEXT BREAKPOINT BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#057	N/A	N/A	N/A	N/A	N/A	VERTICLE COMPETITION BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#058	N/A	N/A	N/A	N/A	N/A	UNKNOWN BRAND BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#059	N/A	N/A	N/A	N/A	N/A	OZONE CLIFFRUNNER BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#060	N/A	N/A	N/A	N/A	N/A	DAYTON BATTERY CHARGER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#061	FA	OFE	2000	90291	0	MARTIN YALE AUTO FOLDER	61057	\$0.00	\$660.00	15	10		49009	TCAUC1	A	8001
LOT#061	PO	FAX	1999	98777	0	CFXL4500 FACSIMILE, CANON	ULRS2534	\$0.00	\$979.00	15	10	172416	48257	TCAUC1	A	8013
LOT#061	PO	COP	2001	102492	0	SCANNER, HP SCANJET 6350CXI FLATBED 1200DPI	SG0A2261M3	\$0.00	\$448.00	15	10	202194	52579	TCAUC1	A	8001
LOT#061	PO	PRT	2003	109566	0	OFFICE JET, COLOR FLATBED HP PRINTER	MY31FC21MH	\$0.00	\$289.02	49	45	253244	66602	TCAUC1	A	8001
LOT#061	PO	COP	2003	120486	0	APC SMART UPS, DELL	AS0318132011	\$0.00	\$0.00	15	10	259861	67238	TCAUC1	A	8001
LOT#061	DN	COP	2004	121585	0	SCANNER, HP 3500C	CN25VN310W	\$0.00	\$0.00	15	10		71259	TCAUC1	A	8001
LOT#061	PO	MON	2005	122272	0	PELCO PNC9A MONITOR 9" COLOR HIGH RESOLUTION TO	S0916050	\$0.00	\$434.00	15	10	321744	77524	TCAUC1	A	8001
LOT#062	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD SCRAP PIPES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#063	N/A	N/A	N/A	N/A	N/A	OLD FLOOR SCRUBBER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#064	N/A	N/A	N/A	N/A	N/A	OLD A/C UNITS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#065	N/A	N/A	N/A	N/A	N/A	DK BRAND BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#066	N/A	N/A	N/A	N/A	N/A	NEXT BRAND BIKE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#067	PO	IEK	1991	75089	0	REFRIGERATOR, ABSOCOLD	910811269	\$0.00	\$450.00	37	10		5145	TCAUC1	A	8036
LOT#068	N/A	N/A	N/A	N/A	N/A	PALLET OF FOLDING CHAIRS W/TABLE TOPS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#069	N/A	N/A	N/A	N/A	N/A	(25) OLD STACKING CHAIRS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#070	PO	OFE	2002	119754	0	SHREDDER CATALOG 10 DAHLE #20814	170	\$0.00	\$1,400.00	15	10	247104	65879	TCAUC1	A	8001
LOT#070	PO	OFE	2004	122220	0	SHREDDER, 120C-2 CONFTI FELLOWS	3075	\$0.00	\$399.99	15	10	280387	73397	TCAUC1	A	8001
LOT#071	PO	TV	1996	80943	0	MONITOR, 5" PANASONIC	540393	\$0.00	\$388.00	15	10	92648	35626	TCAUC1	A	8013
LOT#071	SP	PRT	2005	100854	0	PRINTER, FAX, BROTHER MBS100C	J132050	\$0.00	\$0.00	37	25		75174	TCAUC1	A	8001
LOT#072	N/A	N/A	N/A	N/A	N/A	WIRE ROLLING BASKET (MISSING LEG)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#073	IF	TV	2005	126389	0	19" TELEVISION, TOSHIBA	BC301047378	\$0.00	\$109.00	15	10		76143	TCAUC1	A	8013
LOT#074	PO	NTW	1999	97937	0	MODEL 2715B-F-04 MANAGED TOKEN RING 16-PORT ACTIVE	N/A	\$0.00	\$3,587.00	15	10	160414	47702	TCAUC1	A	8001
LOT#074	PO	FAX	1999	98776	0	FAX MACHINE, CANON #CFXL4500: WITH HANDSET AND	ULR58641	\$0.00	\$895.00	15	10	173696	48723	TCAUC1	A	8013
LOT#074	PO	COP	1999	125304	0	ASN2 BASE UNIT 8M AC REDUNDANT POWER (INCLUDES NO	AF0002X03	\$0.00	\$2,331.00	12	61	162161	48678	TCAUC1	A	8001
LOT#075	PO	COP	1995	78226	0	UPS POWERWARE PLUS AS1400	BL465A0282	\$15,000.00	\$0.00	15	10	76646	34469	TCAUC1	A	8001
LOT#075	PO	OFE	1999	98468	0	SHREDDER MODEL #20801C	1080399H6	\$0.00	\$1,025.00	15	10	168502	48052	TCAUC1	A	8001
LOT#075	PO	OFE	2005	124708	0	SHREDDER, PERSONAL, FELLOWS	N/A	\$0.00	\$33.28	15	10	307870	75135	TCAUC1	A	8001
LOT#075	PO	OFE	2005	124710	0	SHREDDER, PERSONAL, FELLOWS	N/A	\$0.00	\$33.28	15	10	307870	75136	TCAUC1	A	8001
LOT#075	PO	OFE	2005	124713	0	SHREDDER, PERSONAL, FELLOWS	N/A	\$0.00	\$33.28	15	10	307870	75137	TCAUC1	A	8001
LOT#075	PO	OFE	2005	124714	0	SHREDDER, PERSONAL, FELLOWS	N/A	\$0.00	\$33.28	15	10	307870	75140	TCAUC1	A	8001
LOT#075	PO	OFE	2004	124717	0	SHREDDER, PERSONAL, FELLOWS	N/A	\$0.00	\$33.28	15	10	307870	75141	TCAUC1	A	8001
LOT#075	PO	OFE	2004	124718	0	SHREDDER, 120-2 STRIP, FELLOWS	24990	\$0.00	\$349.99	15	10	285796	75144	TCAUC1	A	8001
LOT#075	PO	OFE	2005	127268	0	SHREDDER, FELLOWS 1500C	N/A	\$0.00	\$158.82	15	10	318245	75930	TCAUC1	A	8001
LOT#075	PO	OFE	2007	128359	0	ATIVA CX14W SHREDDER	N/A	\$0.00	\$179.96	15	10	359877	83284	TCAUC1	A	8001
LOT#076	N/A	N/A	N/A	N/A	N/A	PALLET OLD BELTS, HATS, ETC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#077	N/A	N/A	N/A	N/A	N/A	PALLET OLD INMATE UNIFORMS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#078	N/A	N/A	N/A	N/A	N/A	PALLET OLD INMATE UNIFORMS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#079	OJ	TLE	1985	90360	0	TELEPHONE SYSTEM	N/A	\$0.00	\$4,000.00	15	10		16907	TCAUC1	A	8013
LOT#080	N/A	N/A	N/A	N/A	N/A	AMANA FRIDGE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#081	N/A	N/A	N/A	N/A	N/A	DAMAGED STORAGE RACK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A

LOT#099	PO	FAX	2002	109672	0	PRINTER/FAX/COPIER/SCANNER, LASERJET 3330 MFP	CNBRB93213	\$0.00	\$622.00	15	10	241617	61382	TCAUC1	A	8013
LOT#100	N/A	N/A	N/A	N/A	N/A	WHIRLPOOL COIN OPERATED DRYER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#101	N/A	N/A	N/A	N/A	N/A	WHIRLPOOL COIN OPERATED DRYER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#102	N/A	N/A	N/A	N/A	N/A	WHIRLPOOL COIN OPERATED WASHER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#103	N/A	N/A	N/A	N/A	N/A	WHIRLPOOL COIN OPERATED DRYER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#104	N/A	N/A	N/A	N/A	N/A	4 FT ELECTRICAL PANEL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#105	N/A	N/A	N/A	N/A	N/A	ELECTRICAL FITTING AND CONNECTORS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#106	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD COMMODES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#107	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD COMMODES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#108	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD COMMODES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#109	N/A	N/A	N/A	N/A	N/A	PALLET OF INSULATION	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#110	N/A	N/A	N/A	N/A	N/A	WALL VENTS & WALL SINKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#111	N/A	N/A	N/A	N/A	N/A	3 METAL GATES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#112	N/A	N/A	N/A	N/A	N/A	ROLLING CART	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#113	PO	RRE	1994	56078	0	TURNTABLE, JVC	17900074	\$0.00	\$285.00	15	10	70890	45061	TCAUC1	A	8013
LOT#113	PO	RRE	1990	89721	0	MIXER, CROWN	33826	\$0.00	\$880.00	15	10		31948	TCAUC1	A	8013
LOT#113	PO	RRE	1990	89722	0	MIXER, CROWN	31366	\$0.00	\$880.00	15	10		31949	TCAUC1	A	8013
LOT#113	PO	RRE	1999	98275	0	MONITOR, MITSUBISHI 19"	802013175	\$0.00	\$706.68	15	10	168285	47819	TCAUC1	A	8013
LOT#113	PO	RRE	1999	98276	0	MONITOR, MITSUBISHI 19"	802013889	\$0.00	\$706.68	15	10	168285	47820	TCAUC1	A	8013
LOT#113	PO	RRE	1999	98277	0	PC, AVID MC1000 NON-LINEAR EDITOR	SG8421PUDLU	\$7,066.80	\$0.00	15	10	168285	47821	TCAUC1	A	8013
LOT#113	PO	RRE	1999	98278	0	AVID MC1000 NON-LINEAR EDITOR	PD04591A2	\$36,747.36	\$0.00	15	10	168285	47822	TCAUC1	A	8013
LOT#113	PO	RRE	1999	98279	0	AVID MC1000 IS18 PRO DRIVE	MFM353818P	\$8,480.16	\$0.00	15	10	168285	47823	TCAUC1	A	8013
LOT#113	PO	RRE	1999	98280	0	AVID MC1000 IS18 PRO DRIVE	MFM3538618P	\$8,480.16	\$0.00	15	10	168285	47824	TCAUC1	A	8013
LOT#113	PO	COP	2000	101382	0	MEDIA DRIVE FOR AVID, 73GB, RS 73GB LVD ULTRA 160	A0306520	\$0.00	\$2,970.00	15	10	193079	51222	TCAUC1	A	8001
LOT#113	PO	COP	2001	102393	0	MEDIA DRIVE FOR AVID, 73GB, RS 73GB LVD ULTRA 160	A0351496	\$0.00	\$2,970.00	15	10	198327	52489	TCAUC1	A	8001
LOT#113	FF	LEF	2002	105925	0	RADAR, BEE	BEE245000979	\$0.00	\$0.00	15	10		57183	TCAUC1	A	8055
LOT#114	PO	MON	2000	105614	0	DEV-JC 10 COLOR MONITOR	6004476	\$0.00	\$215.00	37	35	189105	56085	TCAUC1	A	8001
LOT#114	FF	LEF	2002	105926	0	RADAR, BEE	BEE245000355	\$0.00	\$0.00	15	10		57184	TCAUC1	A	8055
LOT#114	FF	LEF	2002	105928	0	RADAR, BEE	BEE245000343	\$0.00	\$0.00	15	10		57186	TCAUC1	A	8055
LOT#114	FF	LEF	2002	105929	0	RADAR, BEE	BEE245000321	\$0.00	\$0.00	15	10		57187	TCAUC1	A	8055
LOT#115	N/A	N/A	N/A	N/A	N/A	PALLET USED OFFICE SUPPLIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#116	OJ	TYP	1982	54319	0	IBM SELECTRIC 3 TYPEWRITER	2,76706E+14	\$0.00	\$879.25	15	10		13573	TCAUC1	A	8001
LOT#116	PO	TYP	2001	105096	0	SWINTEC # 7000 TYPEWRITER	19300199	\$0.00	\$289.11	15	10	221617	55888	TCAUC1	A	8001
LOT#116	PO	OGH	2001	105344	0	RAPID PRINT TIME/FILE MACHINE	484707	\$0.00	\$539.00	15	10	204465	56053	TCAUC1	A	8015
LOT#116	PO	OGH	2001	105344	0	RAPID PRINT TIME/FILE MACHINE	484707	\$0.00	\$539.00	15	10	204465	56053	TCAUC1	A	8015
LOT#117	N/A	N/A	N/A	N/A	N/A	OLD CHURCH PEW	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#118	N/A	N/A	N/A	N/A	N/A	SMALL ROUND TABLE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#119	N/A	N/A	N/A	N/A	N/A	PRO FORM TREADMILL (NON WORKING)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#120	FA	PRT	1995	84206	0	PRINTER, PERMIT, RADIX	KF1504	\$0.00	\$1,489.99	15	10		48158	TCAUC1	A	8001
LOT#120	FA	PRT	1995	84206	0	PRINTER, PERMIT, RADIX	KF1504	\$0.00	\$1,489.99	15	10		48158	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84209	0	PRINTER, RECEIPT	EP03218	\$0.00	\$1,100.00	15	10	66174	32879	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84209	0	PRINTER, RECEIPT	EP03218	\$0.00	\$1,100.00	15	10	66174	32879	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84210	0	PRINTER, RECEIPT	EP03320	\$0.00	\$1,100.00	15	10	66174	32877	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84210	0	PRINTER, RECEIPT	EP03320	\$0.00	\$1,100.00	15	10	66174	32877	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84213	0	PRINTER, RECEIPT	EP03323	\$0.00	\$1,100.00	15	10	66174	32881	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84213	0	PRINTER, RECEIPT	EP03323	\$0.00	\$1,100.00	15	10	66174	32881	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84220	0	PRINTER, RECEIPT FP40	EP03238	\$0.00	\$1,294.99	15	10	66174	32899	TCAUC1	A	8001
LOT#120	PO	PRT	1995	84220	0	PRINTER, RECEIPT FP40	EP03238	\$0.00	\$1,294.99	15	10	66174	32899	TCAUC1	A	8001
LOT#120	PO	TYP	2000	101073	0	SWINTEC #7000 TYPEWRITER LIGHT DUTY	1390201	\$0.00	\$289.00	15	10	189109	50156	TCAUC1	A	8001
LOT#120	PO	PRT	2004	120599	0	RADIX FP40D+ THERMAL PRINTER	EP18387	\$0.00	\$995.00	15	10	282616	70921	TCAUC1	A	8001
LOT#121	N/A	N/A	N/A	N/A	N/A	PALLET USED FIRE ALARM PARTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A
LOT#122	PO	EEE	2003	120298	0	BATTERY CHARGER, CLUB	110300284	\$0.00	\$0.00	37	35	257228	70474	TCAUC1	A	8020
LOT#122	FA	TV	2008	143128	0	PANASONIC TELEVISION	MA23290574	\$0.00	\$146.00	37	10		88160	TCAUC1	A	8013
LOT#122	FA	TV	2007	143129	0	25" TELEVISION, SANYO	V7320820042872	\$0.00	\$0.00	37	35		82676	TCAUC1	A	8013
LOT#123	N/A	N/A	N/A	N/A	N/A	PALLET OF OLD LAW BOOKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC1	N/A	N/A



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 11/4/08

Voting Session: Tuesday, November 25, 2008

REQUESTED ACTION: ACCEPT 18 COPIERS AS DONATION AND DECLARE COPIERS AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (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): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

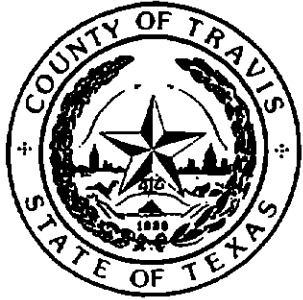
- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- Travis County has leased 18 copiers from CSU for several years. Earlier this year, CSU announced that the company is downsizing and will not renew the lease. RMCR has replaced these machines with new models. CSU is not interested in retrieving these machines due to the dissolution of it's Austin office, and the machines are old. Hence, CSU is transferring ownership of the machines to Travis County (in lieu of paying to have them moved). RMCR Recommends that the County accept these machines and have Fixed Assets take custody for liquidation.
- Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE



TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street , Suite 140 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

PROCEEDING UNIT
TRAVIS COUNTY
NOV 10 9 35 AM '08
PURCHASING
OFFICE

TO: Cyd Grimes, Purchasing Agent
FROM: Tom Ashburn, Support Services Manager *TA*
DATE: November 6, 2008
SUBJECT: Assignment and Transfer of 18 Copiers

Travis County has leased 18 copiers from CSU for several years. Earlier this year, CSU announced that the company is down-sizing and will not renew the lease. RMCR has replaced these machines with new models. CSU is not interested in retrieving these machines due to the dissolution of its Austin office, and that the machines are old. Hence, CSU is transferring ownership of the machines to Travis County (in lieu of paying to have them moved). RMCR recommends that the county accept these machines and have Fixed Assets take custody for liquidation.

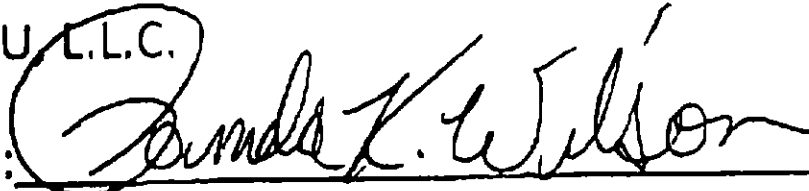
9261 Cody, Overland Park, Kansas 66214, 913 541 0960, Fax 913 541 8456, 800 488 0960



BILL OF SALE

For Good and Valuable Consideration, the receipt of which is acknowledged, CSU, L.L.C., a Kansas limited liability company does hereby bargain and fully assign and transfer unto the County of Travis, all of its right, title, and interest in and to the Oce Model 3165 printers previously leased to Travis County, Texas, referenced by purchase order number 376830 dated 10/03/2007.

In witness whereof, CSU, L.L.C. has executed this Bill of Sale as of October 31st, 2008.

CSU L.L.C.
By: 

Pamela K. Wilson, Controller



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

9

Approved by: _____

Cyd V. Grimes 11/18/08

Voting Session: Tuesday, November 25, 2008

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT NO. IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

08 NOV 19 PM 2:53
COUNTY PURCHASING 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.

The contractor, Austin-Travis County Mental Health Mental Retardation, provides In - Home Counseling and other services which relate to the Family Preservation Program to juveniles on probation with the Travis County Juvenile Probation Department.

Since 1996, the Family Preservation Program Services overall requirements and legal clauses have evolved. The Juvenile Probation Department, the County Attorney's Office and the Purchasing Office are in agreement regarding allowing the current contract, PS960075JW, to expire on November 30, 2008. For the past few months, we have been working with the contractor to successfully negotiate a new Interlocal Agreement (IL090060VR), which addresses the type and level of services needed, performance measures, reporting schedules and the current legal clauses.

For 2009 fiscal year the department has budgeted \$516,000.00 for this program services.

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

[X] Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)
Contract Type: (Professional Services Agreement)
Contract Period: 12/1/2008 - 9/30/2009 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: (See Additional Procurement Comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

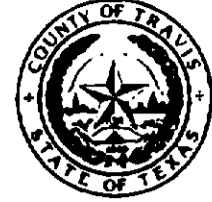
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: ON AN AS NEEDED BASIS

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4530-593-6099
- Comments: On AN AS NEEDED BASIS

➤ **Statutory Verification of Funding:**

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



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

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

RE: Interlocal Agreement with MHMR for IN-Home Counseling and Education Services for the Family Preservation Program.

DATE: November 18, 2008

The Travis County Juvenile Probation Department along with the Purchasing Office has been in negotiations with the Austin Travis County MHMR for an interlocal which addresses the Departmental needs regarding the Family Preservation Program In-home counseling and educations services. The parties involved have agreed to scope of service and fees as stated in the agreement IL090060VR. The Juvenile Probation Department recommends that this interlocal agreement be presented to the commissioners' court for approval.

The following details the funding line item to be used for this contract:

Account Number: 001-4530-593-6099

Term of Contract: 12 Month Period – Auto Renewal

Contract Information: ATCMHMR
Attn: Mr. David Evans

Thank you.





TRAVIS COUNTY PURCHASING OFFICE

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

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

10

Cyd V Grimes 11/18/08

Approved by: _____

Voting Session: Tuesday, November 25, 2008

REQUESTED ACTION: APPROVE CONTRACT NO. PS090071VR, YOUTH ADVOCATE PROGRAMS, INC., FOR MENTOR PROGRAM SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

RECEIVED
COUNTY JUVENILE PROBATION
08 NOV 19 PM 2:55

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

The contractor, Youth Advocate Program, Inc., provides mentoring services to juveniles on probation with the Travis County Juvenile Probation Department.

Since 1995, the mentoring program overall requirements and legal clauses have evolved. The Juvenile Probation Department, the County Attorney's office and the Purchasing Office are in agreement regarding allowing the current contract, PS960016JW, to expire on November 30, 2008. For the past few months, we have been working with the contractor to successfully negotiate a new contract (PS090071VR), which addresses the type and level of services currently needed, performance measures, reporting schedules and the current legal clauses.

For 2009 fiscal year the department has budgeted \$375,000.00 for this program services.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)
Contract Type: (Professional Services Agreement)
Contract Period: 12/1/2008 - 9/30/2009 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: (See Additional Procurement Comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: ON AN AS NEEDED BASIS

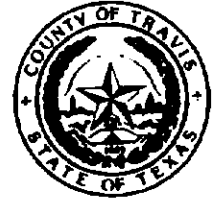
➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4 530-593-6099
- Comments: On AN AS NEEDED BASIS

➤ **Statutory Verification of Funding:**

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

13
08



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

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

RE: Professional Services Contract for Mentor Program Services.

DATE: November 18, 2008

The Travis County Juvenile Probation Department along with the Purchasing Office has been in negotiations with the Youth Advocate Programs to enter into a contract which addresses the Departmental needs regarding the Mentor Program Services of our probation youth. The parties involved have agreed to scope of service and fees as stated in the contract PS090071VR. The Juvenile Probation Department recommends that this contract be presented to the commissioners' court for approval.

The following details the funding line item to be used for this contract:

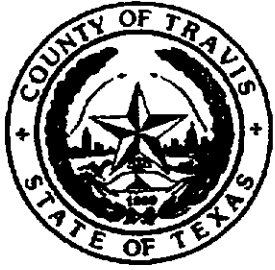
Account Number: 001-4530-593-6099

Term of Contract: 12 Month Period – Auto Renewal

Contract Information: ATCAP
Attn: Mr. Gary Ivory

Thank you.





TRAVIS COUNTY PURCHASING OFFICE

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

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



Approved by: _____

Cyd V. Grimes 11/20/08

Voting Session: Tuesday, November 25, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 07T00173VC, SECURUS TECHNOLOGIES INC., FOR INMATE TELEPHONE SERVICES. (ITS/TCSO)

Points of Contact:

Purchasing: Scott Wilson, 854-9451

Department: ITS: Joe Harlow, 854-9372; Walter LaGrone, 854-4890; Sally Green, 854-4848; Alicia Perez, Executive Manager. TCSO: Greg Hamilton, 844-9788; Mark Sawa, Peggy Hill, 854-9017; Lisa Brown.

County Attorney (when applicable): John Hille, 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.

Contract No. 07T00173VC was awarded by the Commissioner's Court on August 28, 2007 for inmate telephone and public pay phone services. During the initial term of the contract, the contractor paid Travis County revenue of \$1.6 million, plus 27% of all gross revenues resulting from public pay phone services, plus \$28,500 to fund the salary and benefits for a 20 hour per week liaison.

On October 21, 2008, the Commissioner's Court approved renegotiating the contract with Securus Technologies, Inc. As a note to the court, the contractor has already paid for the 20 hour per week liaison (\$28,500) and a partial revenue payment (\$975,000) as a good faith payment towards renegotiation for this fiscal year. The initial term of the contract was October 1, 2007 through September 30, 2008.

The renegotiated contract guarantees an annual payment to the County of 60.3% of the annual gross revenue for collect inmate phone calls during each of the four subsequent contract years. The guaranteed annual payment has decreased due to declining inmate populations. For this fiscal year, the generated amount will be approximately \$1.1 million.

Modification No. 1, approved by the Purchasing Agent on September 24, 2008, extended the contract through September 30, 2009.

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: Annual Contract

Contract Period: October 1, 2008 to September 30, 2009 ; with three additional one year terms.

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): There are no funds expended on the Inmate and Pay Phones. Securus will pay a commission to the County.

Comments: This is a revenue contract.

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow, Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9372 Fax (512) 854-4401

DATE: November 18, 2008

MEMORANDUM

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

FROM: Joe Harlow, Chief Information Officer

PROCESSED
TRAVIS COUNTY
19 NOV 19 AM 8:07
PURCHASING
OFFICE

SUBJECT: Recommendation to Modify the Inmate Contract, 07T00173VC with Securus Technologies, to allow adjustment to the Annual Guarantee Revenue to the Travis County

Proposed Motion:

Approve the recommendation to permit Travis County and Securus to adjust the annual revenue guarantee in the Inmate and Pay Phone contract, 07T00173VC.

Summary and Staff Recommendation:

Travis County ITS recommends that the Inmate Contract be modified to allow Travis County and Securus to adjust the annual guaranteed payment for the upcoming fiscal years and base it on the revenue from the previous year's inmate calling volumes.

Currently under the existing agreement, the contract can be renewed if there is not a significant reduction in the inmates housed during the year. During FY 2008, there was approximately a 10% reduction. The contract also provides that the County revenue be based on 60.3% of the gross revenue with an annual guaranteed payment of \$1,600,000 as prepaid revenue to the County. To earn that payment requires that the gross revenue from inmate telephone calls to be approximately \$2,653,400 annually. Due to fewer inmates in the facility caused by the renovations and other factors that have reduced the number of calls accepted by the inmates' friends and loved ones during the past year, the actual gross revenue for FY08 was only \$1,968,476, significantly below the level needed to earn the guaranteed prepayment.

The unintended impact on Securus causes a severe financial hardship for the company. To show its good faith in wanting to continue to serve Travis County, Securus paid Travis County \$975,000 of the amount applicable to FY 09 before negotiations ever began. Securus will pay the remaining balance of \$211,991 shortly after execution of the contract modification.

Budgetary and Fiscal Impact:

The revenue for FY09 under this proposal change would be \$1,186,991 based upon 60.3% of the revenue for the 12 months ended June 30. This reduces the anticipated FY09 revenue by \$413,009.

Issues and Opportunities:

Prospectively each year during the budgeting process, ITS and Securus will determine the gross revenue for the 12 months ending June 30. This amount times 60.3% will be the adjusted annual guaranteed payment that will be paid in 12 monthly installments during the next fiscal year starting October 1.

Background:

Securus and its predecessor companies have served Travis County as its inmate phone vendor for more than 10 years. The current agreement was approved by Commissioners Court on August 28, 2007 pursuant to RFP # P070173-VC issued on April 2, 2007. The agreement provides for an annual guaranteed payment as prepaid commission for inmate phone services, commissions from pay phones at County facilities, and funds for a Contract Liaison. This service provides telephone access privileges for Travis County inmates and additionally serves as a management tool for inmate populations. This service additionally provides the opportunity for providing Travis County with other products or services that will enhance the Sheriff's operation and assist the friends and families communicate with inmates held in the Travis County Jail.

Travis County was approached by Securus for purposes of renegotiating the subject agreement. A request to renegotiate this agreement was brought before and approved by Commissioners Court on October 28, 2008.

If approved, this change in the contract will still result in more revenue for Travis County than would have been provided by the other vendor who submitted a proposal not only for future years but also for last year. That proposal would have provided a commission based on 52% with an annual true-up for the past year as well as all future years.

Required Authorizations:

LEGAL:	Barbara Wilson, County Attorneys Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Department
BUDGET:	Randy Lott, Planning and Budget Office

Cc: Sheriff Greg Hamilton, TCSO; Major Darren Long, TCSO; Captain Peggy Hill, TCSO; Captain Lisa Brown, TCSO; Sean O'Neal, Auditors Office; Lynn Harper, Admin Ops; Walter LaGrone, ITS;

MODIFICATION OF CONTRACT NUMBER: 07T00173VC for Inmate Telephone Services		PAGE 1 OF 2 PAGES
ISSUED BY:	PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185
		DATE PREPARED: November 12, 2008
ISSUED TO	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT.
Securus Technologies, Inc. Attn: John Viola 14651 Dallas PKWY, Ste. 600 Dallas, Texas 75254	2	August 28, 2007
ORIGINAL CONTRACT TERM DATES:	October 1, 2007 through September 30, 2008	CURRENT CONTRACT TERM DATES: October 1, 2008 through September 30, 2009
FOR TRAVIS COUNTY INTERNAL USE ONLY:		
Original Contract Amount: \$	<u>1,600,000</u>	Current Modified Amount \$ <u>2,700,000</u>
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.		
Recitals		
<p>When County distributed a Request for Proposals (RFP # P070173-VC) from qualified companies for the delivery of inmate and public pay telephone services and other communications services for the Travis County jail, Contractor submitted the proposal that was determined to be the best evaluated offer for inmate and public pay telephone services and other communications services for the Travis County jail.</p> <p>Upon execution of this modification, the contract as amended by modification 2 is modified effective October 1, 2008, as provided on this page and in the attached description of changes.</p>		
1.0	Section 2.2 is deleted and the following section is inserted in its place:	
	<p>2.2 Option Periods County has the option to extend this contract for four (4) additional one (1) year terms to be effective beginning 11:59:59 p.m., September 30, 2008, 11:59:59 p.m., September 30, 2009, 11:59:59 p.m., September 30, 2010, and 11:59:59 p.m., September 30, 2011 respectively ("Annual Option"). At the end of the initial term or at the end of any of the Annual Options to Extend, County may unilaterally extend this contract for three (3) additional one (1) month periods ("Monthly Option"). If County exercises any of these Annual Options or Monthly Options, all provisions of this contract, including the commissions payable by Contractor and excluding the term, shall remain unchanged and in full force and effect. County may exercise an Annual Option no sooner than ninety (90) days before the end of the then current contract term. County may exercise a Monthly Option no sooner than thirty (30) days before the end of the then current contract term. Failure by County to exercise any of these options shall require this contract to expire at the end of the then current contract term. The total term of this contract, including the Annual Options and the Monthly Options, shall not exceed sixty-three (63) months. County has the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.</p>	
2.0	Section 3.6 is deleted and the following section is inserted in its place:	
	<p>3.6 Funding for County Contract Liaison To assist in maintaining compliance with this contract, Contractor shall pay County \$28,500 no later than October 10, 2007 to fund the salary and benefits payable for a 20-hour per week liaison position for the original contract term. In each of the option years no later than October 10 of that contract term, Contractor shall pay County \$28,500 plus an additional amount equal the total of payroll increases related to cost of living increases provided in the budget for all regular county employees since the first year of this contract to fund the salary and benefits payable for a 20-hour per week liaison position during each of the years in which the Annual Option is exercised. County shall notify Contractor of the maximum cost of living increase to be proposed in the budget for the next contract year by July 15 of the current contract year. County shall notify Contractor of the amount of the cost of living increase in the budget for that contract year no later than October 1 of that contract year. County is responsible for hiring the liaison as either an employee or independent contractor of</p>	

County.

3.0 Section 4.2 is deleted and the following section is inserted in its place:

4.2 Annual Guaranteed Prepayment for Inmate Telephone Services On October 1, 2007, Contractor shall pay County \$1,600,000 as pre-paid commissions on revenue from all inmate telephones services. For each option year after the first contract term, the Annual Guaranteed Payment for inmate telephone services shall be adjusted so that it equals 60.3% of the annual gross revenue for collect inmate phone calls during the preceding twelve months ending June 30. Before October 15, 2008, Contractor shall pay County \$975,000 and before December 1, 2008, Contractor shall pay County the remainder of the Annual Guaranteed Payment for the first option year as pre-paid commissions on revenue from all inmate telephones services. On October 1, 2009 and on the first of each of the following eleven months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the second option year as pre-paid commissions on revenue from all inmate telephones services. On October 1, 2010 and the first of each of the following eleven months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the third option year as pre-paid commissions on revenue from all inmate telephones services. On October 1, 2011 and the first of each of the following eleven months, Contractor shall pay County one twelfth of the Annual Guaranteed Payment for the fourth option year as pre-paid commissions on revenue from all inmate telephones services. When the commissions earned in a contract year exceed the total amount paid during that contract year, Contractor shall pay County the amount of the commissions earned but not pre-paid no later than October 31 of the following year. If commissions do not exceed the total amount paid during that contract year, Contractor is not entitled to have any of the pre-paid commissions returned.

4.0 Contractor and County hereby incorporate this amendment into the contract as amended by Modification One. Contractor and County hereby ratify all of the terms and conditions of the Contract as amended.

5.0 The changes to the Contract stated in this modification are effective on October 1, 2008.

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: Securus Technologies, Inc.
 BY: [Signature] 11/19
 SIGNATURE
 BY: Bill Markert
 PRINT NAME
 TITLE: C.F.O.
 ITS DULY AUTHORIZED AGENT

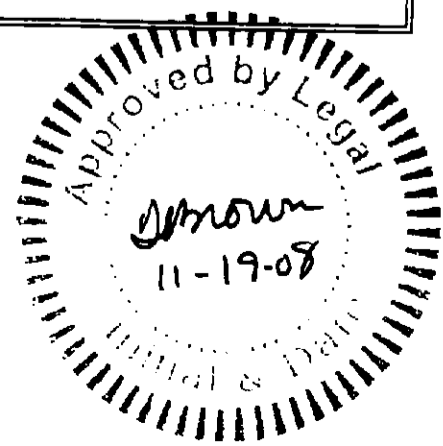
DBA
 CORPORATION
 OTHER
 DATE:
11/19/08

TRAVIS COUNTY, TEXAS
 BY: [Signature]
 CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
11/20/08

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

DATE:



COUNTY RECEIVED
12 PM 2:51

12 ✓

Travis County Commissioners Court Agenda Request

Voting Session 11/25/08
(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. **A plat for recording in Precinct Three: The Resubdivision of Lots 280-294, Lots 343-355 Blk. A and Lots 1-13, Blk. D of Steiner Ranch Phase One Section 10D (15.17 acres from 39 to 55 single-family lots). Parkland fees of \$6,425.02 were paid for the additional 16 lots. Water and wastewater will be provided by WCID 17 for this project. The site is located in the City of Austin's 2 mile ETJ.**

B. Approved by:

Commissioner Gerald Daugherty, Precinct Three

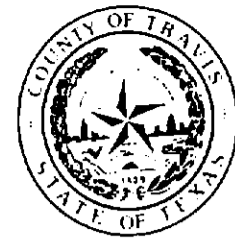
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a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

Sarah Sumner: 854-7687 Gayla Dembkowski: 854-7642
Anna Bowlin: 854-7561 Dennis Wilson: 854-4217
David Wahlgren: 974-6455

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

November 25, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Resubdivision of Lots 280-294 & 343-355 Blk. A and Lots 1-13 Blk. D
Steiner Ranch Phase One Sec. 10D in Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. A plat for recording in Precinct Three: The Resubdivision of Lots 280-294, Lots 343-355 Blk. A and Lots 1-13, Blk. D of Steiner Ranch Phase One Section 10D (15.17 acres from 39 to 55 single-family lots). Parkland fees of \$6,425.02 were paid for the additional 16 lots. Water and wastewater will be provided by WCID 17 for this project. The site is located in the City of Austin's 2 mile ETJ.**

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision will resubdivide 15.17 acres from 39 lots to 55 single-family lots creating an additional 16 lots. There are no new public streets proposed with this plat. Parkland fees of \$6,425.02 were paid for the additional 16 lots. Water and wastewater will be provided by WCID 17 for this project.

ISSUES:

There are no known issues associated with this resubdivision. The staff has not received any inquiries on this project.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

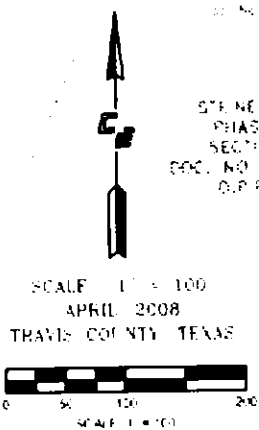
Original Plat

Proposed Plat &

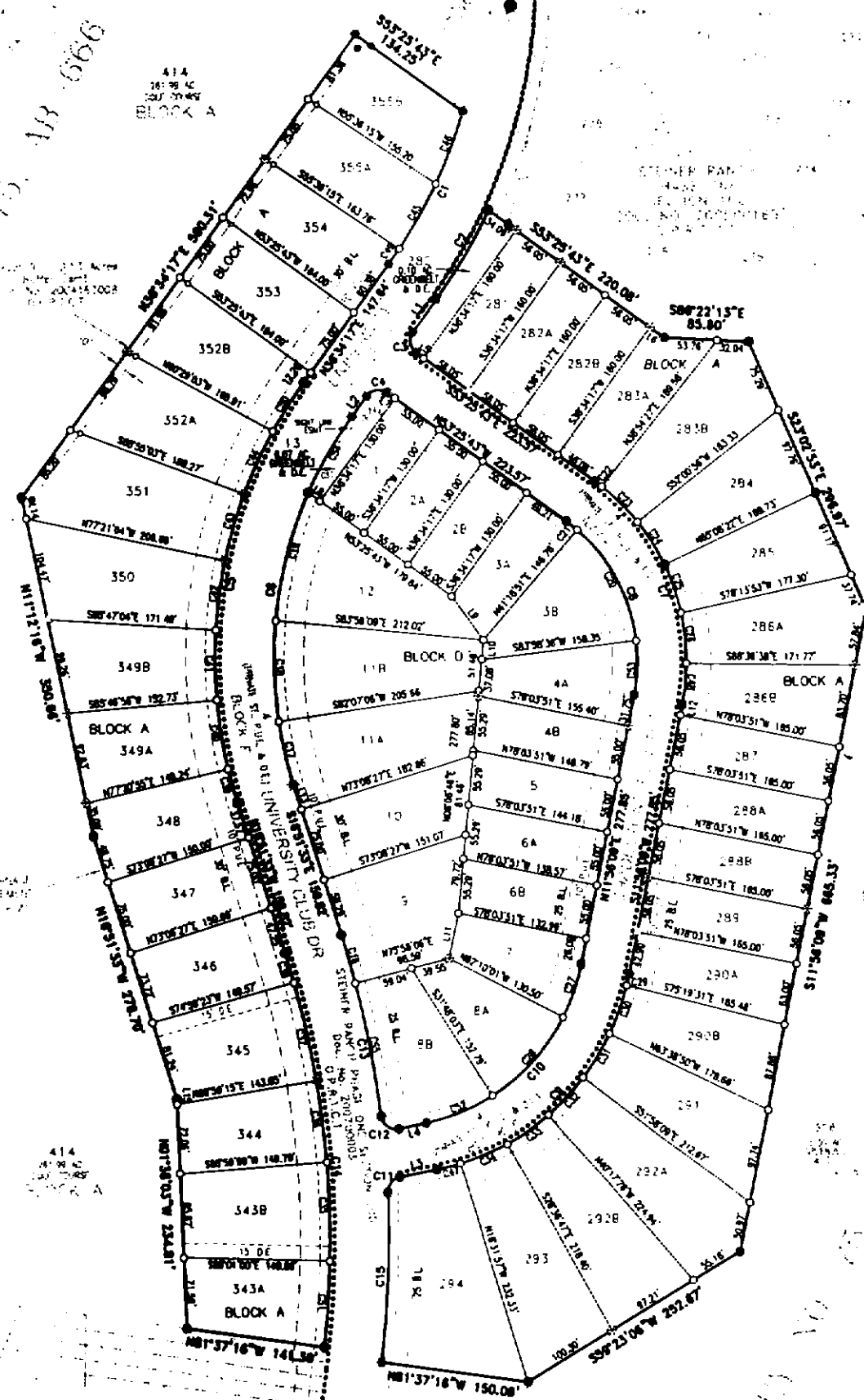
Precinct plat

LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ⊥ COTTON SPINDLE SET
- ⊥ COTTON SPINDLE FOUND
- CONCRETE MONUMENT SET
- MAG NAIL SET
- ⊥ "T" FOUND/SET IN ROCK
- PUE PUBLIC UTILITY ESMT
- DE DRAINAGE ESMT
- WWE WASTEWATER EASEMENT
- BL BUILDING LINE
- SIDEWALK LOCATION
- WATER QUALITY TRANSITION ZONE
- CRITICAL WATER QUALITY ZONE
- 100 YR FLOOD LINE
- PRESERVE LINE AND DEF OFFSET LINE



W.B. ROYAL SURVEY NO. 75 AB 666



STEINER RANCH
PHASE ONE
SECTION 10A
DOC. NO. 20030065
C.P. 101

STEINER RANCH
PHASE ONE
SECTION 10A
DOC. NO. 20030065
C.P. 101

F-10

CFE ENGINEERING
 907 West 5th Street, Suite 250
 Austin, Texas 78703
 P. 512 495 9470
 F. 512 495 9473
 P.O. Box 1528
 Austin, Texas 78767-1528
 www.cfeamerica.com

TRAVIS COUNTY, TEXAS	
DATE	APRIL, 2008
SURVEYOR	BRYAN D. NEWSOME, RPLS No. 5857
TECHNICIAN	RLM
FIELDBOOK	N/A
JOB NUMBER	2023.011.14
DESCRIPTION	N/A
DRAWING	A:\DWG\Steiner\Ph1Sec10A\resub\FinalPlat\100-Resub\100-RESUB.dwg

**RESUB OF LOTS 280-294, LOTS 343-355
 BLOCK A AND LOTS 1-13, BLOCK D OF
 STEINER RANCH PHASE ONE
 SECTION 10D**

CFE FLAT NO.	
100-RESUBDWG	
3	
OF 3	



Location Map

Steiner Ranch – Phase 1, Section 10D



GENERAL NOTES:

- 1. THE SUBDIVISION IS SUBJECT TO THE EASEMENTS, RIGHTS AND OBLIGATIONS SHOWN ON THE SURVEY AND SHALL BE SUBJECT TO THE EASEMENTS EXCEPT AS PROVIDED HEREIN.
2. PROPERTY OWNER SHALL MAINTAIN ALL EASEMENTS, RIGHTS AND OBLIGATIONS AS MAY BE NECESSARY AND SHALL NOT PERMIT ANY ALTERATIONS TO SUCH EASEMENTS.
3. ALL EASEMENTS, RIGHTS AND OBLIGATIONS SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS SUCCESSORS.
...
13. THE OWNER OF THIS SUBDIVISION AND HIS SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY AND THE CITY OF AUSTIN.
...
15. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL SINGLE FAMILY DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 25,000 NET SITE AREA AND ALL OTHER USES IN EXCESS OF 20% NET SITE AREA PURSUANT TO ORDINANCE NO. 101025-09.

35. ALL RESTRICTIONS FROM THE STEINER RANCH PHASE ONE DEVELOPMENT SHALL BE SUBJECT TO THE RESTRICTIONS FROM THE STEINER RANCH PHASE ONE DEVELOPMENT AS SHOWN ON THE SURVEY AND SHALL BE SUBJECT TO THE RESTRICTIONS FROM THE STEINER RANCH PHASE ONE DEVELOPMENT AS SHOWN ON THE SURVEY AND SHALL BE SUBJECT TO THE RESTRICTIONS FROM THE STEINER RANCH PHASE ONE DEVELOPMENT AS SHOWN ON THE SURVEY.

36. BENCH MARK LOT:
BM SR 100-1
CUT IN BACK OF CLUB DRIVE AT INTERSECTION WITH UNIVERSITY CLUB DRIVE AND SHADESTONE TERRACE.

Summary table showing Lot Size, Impervious Cover, and Residential Lot Size. Total Impervious Cover is 4,018 Acres.

CURVE TABLE showing Curve, Delta, Radius, Length, CB, and CHORD. Includes a smaller LINE TABLE with Line, Bearing, and Distance.

LINE TABLE with columns: LINE, BEARING, DISTANCE. Lists lines L1 through L18 with their respective bearings and distances.

BLOCK A LOT 1-13

THESE LOTS ARE RESTRICTED AGAINST RESIDENTIAL DEVELOPMENT AND ARE LIMITED TO A TOTAL OF 48% OF IMPERVIOUS COVER WITHIN THE GREENBELT LOTS AS PER SECTION III(C) OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT. AND ARE RESTRICTED AGAINST CONSTRUCTION ON SLOPES IN ACCORDANCE WITH SECTIONS 25-B-301 AND 25-B-302 OF THE LAND DEVELOPMENT CODE. A RESTRICTIVE COVENANT HAS BEEN RECORDED IN DOCUMENT NO. 20073029-8 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-2, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

A WAIVER FROM STORMWATER DETENTION REQUIREMENTS WAS GRANTED FOR THIS SUBDIVISION ON SEPT. 17, 2007 BY THE CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT WATERSHED ENGINEERING DIVISION.

THE OWNER/DEVELOPER OF THIS SUBDIVISION LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED IN ADDITION TO THOSE INDICATED FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES FOR THIS SITE. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRICAL SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE REMOVALS AND TREE REPLANTING THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRICAL SERVICE TO THIS PROJECT. AUSTIN ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

PRIOR TO CONSTRUCTION EXCEPT SINGLE FAMILY IN ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.

EXCEPT FOR CEFS DESCRIBED IN THE DEVELOPER AGREEMENT, TO NEED 50-FOOT SETBACK ALL CEFS SHALL HAVE A 10-FOOT SETBACK. WHERE NATURAL VEGETATION COVER MUST BE RETAINED TO THE MAXIMUM EXTENT POSSIBLE. CONSTRUCTION IS PROHIBITED AND WASTE WATER DISPOSAL OR IRRIGATION IS PROHIBITED. BACKPORTIONS OF LOT 13 AND LOT 121 BLOCK A WILL BE CONTAINED WITHIN CONSERVATION EASEMENTS. THE NATURAL VEGETATION WITHIN THESE EASEMENTS SHALL BE RETAINED TO THE MAXIMUM EXTENT POSSIBLE. CONSTRUCTION INCLUDING WASTE WATER DISPOSAL AND/OR IRRIGATION IS PROHIBITED WITHIN THE LIMITS OF THESE EASEMENTS.

STANDARD STREET NAME SIGNS WILL BE INSTALLED AT ALL PRIVATE STREET INTERSECTIONS. ADDITIONAL PRIVATE STREET SIGNS WILL BE POSTED AT ALL INTERSECTIONS OF PRIVATE STREETS WITH PUBLIC STREETS.

A WAIVER FROM THE COMPLIANCE WITH THE CONSTRUCTION ON SLOPES WAS GRANTED FOR THIS SUBDIVISION BY THE CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT. THE CONSTRUCTION OF DRIVEWAYS, BUILDINGS AND RESIDENTIAL PORCHES SHALL COMPLY WITH SECTIONS 25-B-301, 25-B-302 AND 25-B-303 OF THE CITY CODE FOR THE FOLLOWING LOTS: BLOCK A, LOTS 280-294, 343-355, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355.

THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 101025-09 WHICH CONTAINS THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND STEINER RANCH PARTIES AS RECORDED IN DOCUMENT NO. 20073029-8 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AND IN THE EASEMENT/CONSERVATION EASEMENT TO RESTRICTIVE COVENANTS OTHER RESTRICTIONS IN DOCUMENT NO. 20073029-8 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

THIS SUBDIVISION IS A PORTION OF THE PHASE ONE SECTION 10D PARCEL AS DEPICTED IN EASEMENT/CONSERVATION EASEMENT/RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 20073029-8 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

15' DRAINAGE EASEMENTS SHALL BE FOR ENCLOSED LOTS ONLY.

ALL STREETS SHOWN HEREON UNIVERSITY CLUB DRIVE, SHADESTONE TERRACE AND SHOREVIEW DRIVE ARE PRIVATE AND PRIVATE STREETS. THESE PRIVATE STREETS ARE CONTAINED WITHIN BLOCK A WHICH IS DEDICATED AS A COMMON DRIVE AND WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE PROVISIONS OF ORDINANCE NO. 101025-09. THESE STREETS AND ANY UTILITIES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

EASEMENTS DESCRIBED IN THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT/RESTRICTIVE COVENANTS SHALL BE MAINTAINED BY THE PROPERTY OWNER AND SHALL BE SUBJECT TO THE RESTRICTIONS AND OBLIGATIONS THEREIN. A RESTRICTIVE COVENANT HAS BEEN RECORDED IN DOCUMENT NO. 20073029-8 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PER SECTION 1(C) EXHIBIT (C) OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT TO RESTRICTIVE COVENANTS, THERE SHALL BE SEWER GENERATING UNITS AND SINGLE-FAMILY RESIDENTIAL UNITS. SINGLE-FAMILY RESIDENTIAL UNITS (GROSS SQUARE FEET OF COVERABLE SPACE) SHALL COMPLY WITH SECTIONS 25-B-301 AND 25-B-302 OF THE CITY CODE. ADDITIONAL ALLOTMENT FOR NON-SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AREAS WILL BE ACCOMPLISHED AT THE DEVELOPER'S DISCRETION.

A WATER AND WASTE WATER SERVICE IS PROVIDED BY TRAVIS COUNTY WWDWP.

APPLICABLE RESTRICTIONS COVENANTS

DOC NO. 20073029-8

OWNER

TWC/STEINER RANCH, LLC
805 LAS CUMBAS PARKWAY, SUITE 150
AUSTIN, TEXAS
PHONE: (512) 328-3984
FAX: (512) 328-3982

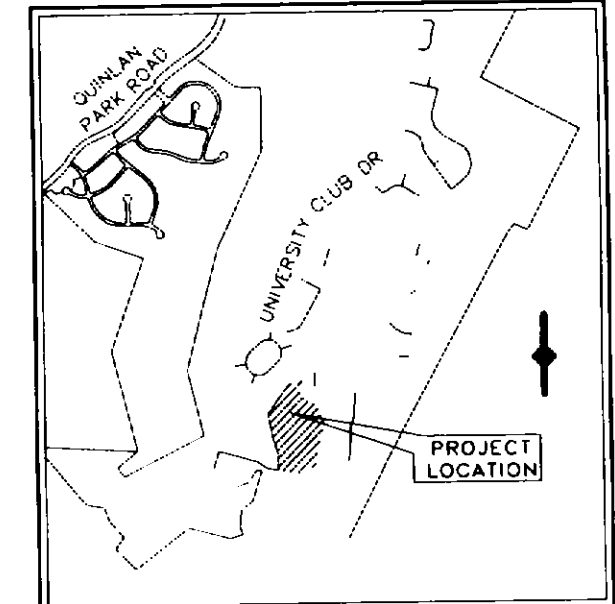
SURVEYOR

C. FAULKNER ENGINEERING, L.P.
907 WEST 5TH STREET, STE 250
AUSTIN, TEXAS 78703
PHONE: (512) 498-4179
FAX: (512) 498-4173

ENGINEER

C. FAULKNER ENGINEERING, L.P.
907 WEST 5TH STREET, STE 250
AUSTIN, TEXAS 78703
PHONE: (512) 498-4179
FAX: (512) 498-4173

LOCATION MAP (Not To Scale)



C/E ENGINEERING
907 West 5th Street, Suite 250
Austin, Texas 78703
P: 512 498 4170
F: 512 498 4173
P.O. Box 1528
Austin, Texas 78767-1528
www.cfemencia.com

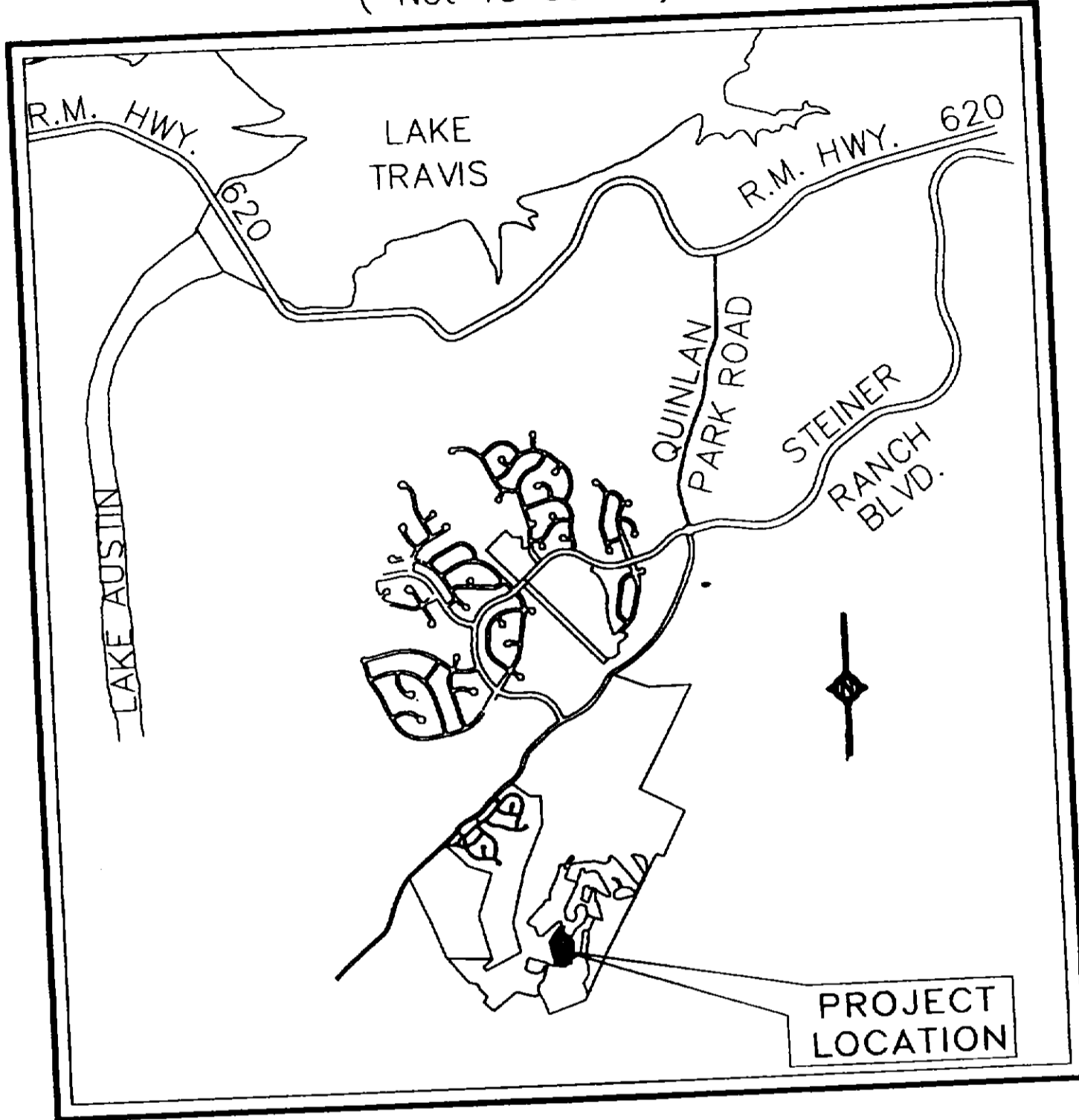
TRAVIS COUNTY, TEXAS
DATE: APRIL, 2008
SURVEYOR: BRYAN D. NEWSOME, RPLS No. 5457
TECHNICIAN: RLM
FIELDBOOK: N/A
JOB NUMBER: 2023.011.14
DESCRIPTION: N/A
DRAWING: 1\Travis\Ph1\Sec10\Resub\Final\Plot\100-Resub\100-RESUB.dwg

RESUB OF LOTS 280-294, LOTS 343-355
BLOCK A AND LOTS 1-13, BLOCK D OF
STEINER RANCH PHASE ONE
SECTION 10D

CFE FLAT NO.
100-RESUBDWO
2 OF 3
CRJ-2008-0029-04

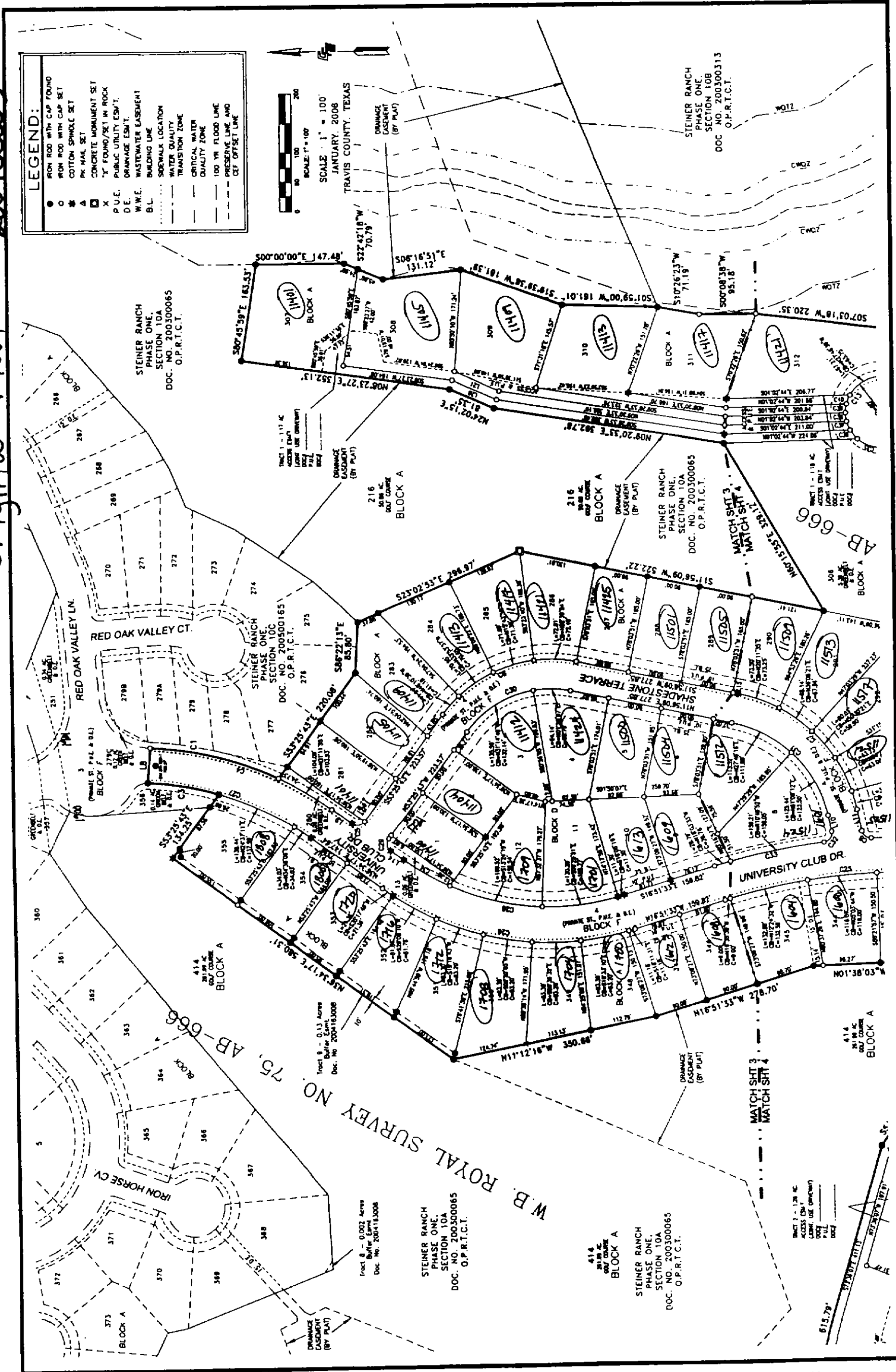
LOCATION MAP

(Not To Scale)



RECEIVED
COUNTY CLERK'S OFFICE
08 NOV 17 PM 4:03

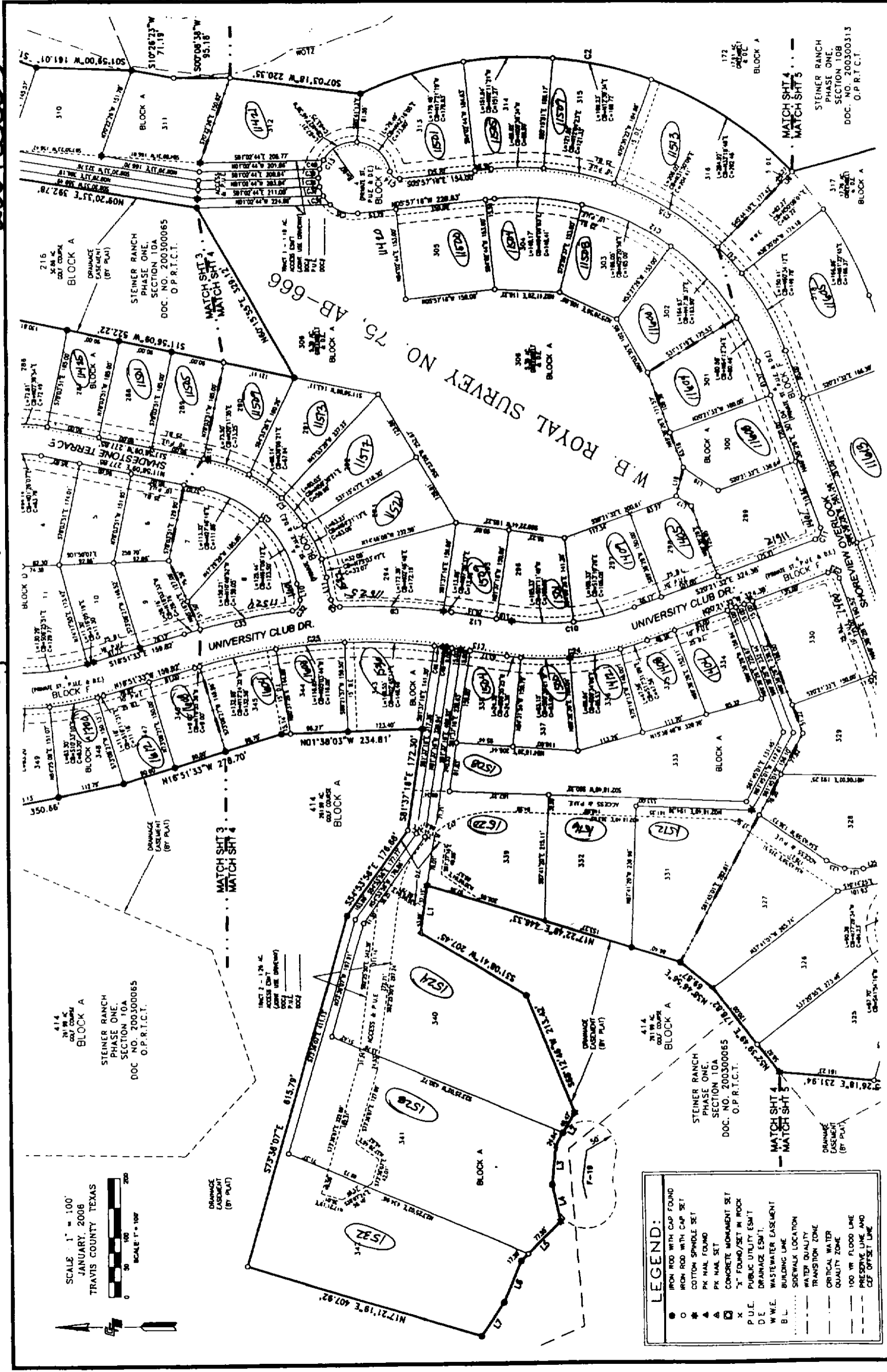
Original Plat 200300003



<h2 style="margin: 0;">STEINER RANCH PHASE ONE SECTION 10A</h2> <p style="font-size: 2em; font-weight: bold;">13078</p>	<p style="font-weight: bold;">CFE PLAT</p> <p style="font-weight: bold;">Ph1Sect10A-FP.dwg</p> <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">3</div> <p>OF 5</p> <p style="font-size: 0.8em;">C8-U-02-0206 01.2A</p>														
<p>TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD. 3405 GRAMES RANCH RD. AUSTIN, TX 78732 PH: 512-266-3665 FX: 512-266-9342</p>															
<p>TRAVIS COUNTY, TEXAS</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td>DATE:</td> <td>JANUARY, 2006</td> </tr> <tr> <td>SURVEYOR:</td> <td>PAUL C. SALVE, JR., RPLS. No.2518</td> </tr> <tr> <td>TECHNICIAN:</td> <td>RLM</td> </tr> <tr> <td>FIELDBOOK:</td> <td></td> </tr> <tr> <td>JOB NUMBER:</td> <td>2023.005.04</td> </tr> <tr> <td>DESCRIPTION:</td> <td>N/A</td> </tr> <tr> <td>DRAWING:</td> <td>4.1103.01.dwg (Ph1Sect10A.dwg) (3 of 5)</td> </tr> </table>		DATE:	JANUARY, 2006	SURVEYOR:	PAUL C. SALVE, JR., RPLS. No.2518	TECHNICIAN:	RLM	FIELDBOOK:		JOB NUMBER:	2023.005.04	DESCRIPTION:	N/A	DRAWING:	4.1103.01.dwg (Ph1Sect10A.dwg) (3 of 5)
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JOB NUMBER:	2023.005.04														
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DRAWING:	4.1103.01.dwg (Ph1Sect10A.dwg) (3 of 5)														
<p>CFE ENGINEERING</p> <p>400 Bowie Street, Suite 250 Austin, Texas 78703 P: 512-465-9470 F: 512-465-9473 P.O. Box 1528 Austin, Texas 78787-1528 www.cfeengineering.com</p>															

Original Plat

200300065



SCALE: 1" = 100'
 JANUARY, 2008
 TRAVIS COUNTY TEXAS

LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ★ COTTON SPINDLE SET
- ▲ PK NAIL FOUND
- ▲ CONCRETE MONUMENT SET
- ▲ FOUND/SET IN ROCK
- P.U.E. PUBLIC UTILITY ESM'T
- D.E. DRAINAGE ESM'T
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- SIDEWALK LOCATION
- WATER QUALITY
- TRANSITION ZONE
- CRITICAL WATER
- QUALITY ZONE
- 100 YR FLOOD LINE
- PRESERVE LINE AND CEP OFFSET LINE

CPE FLAT
 P:\1003-100-FP.dwg
 4
 OF 5

STEINER RANCH PHASE ONE SECTION 10A

TAYLOR WOODROW
 COMMUNITIES/
 STEINER RANCH, LTD.
 3405 GRAMES RANCH RD.
 AUSTIN, TX 78732
 PH: 512-266-3665
 FX: 512-266-9342

TRAVIS COUNTY, TEXAS

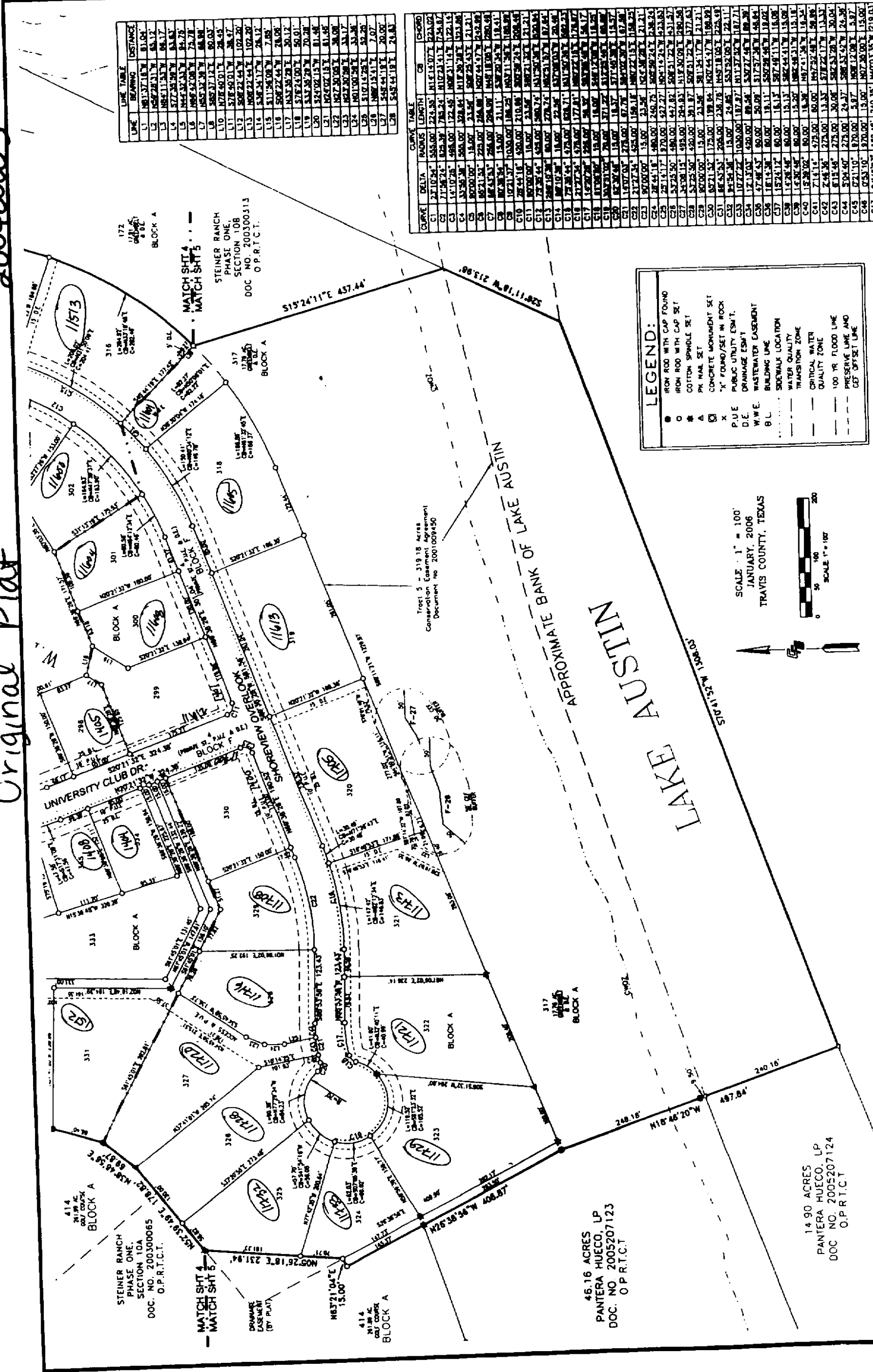
DATE:	JANUARY, 2008
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICAL:	RLM
JOB NUMBER:	2003.005.04
DESCRIPTION:	IN/A
DRAWING:	1003-100-FP.dwg

400 Bowie Street, Suite 250
 Austin, Texas 78703
 P: 512.496.9470
 F: 512.496.9473

P.O. Box 1528
 Austin, Texas 78767-1528
www.cfallonerengineering.com

C.F. FALLONER
 ENGINEERING

Original Plat 200700003



LINE	BEARING	DISTANCE
L1	N83°32'18.7\"	81.04
L2	S85°28'31.7\"	65.12
L3	N88°51'53.7\"	66.17
L4	S77°25'28.7\"	83.67
L5	N44°34'33.7\"	84.78
L6	N86°42'08.7\"	73.78
L7	N88°33'38.7\"	68.08
L8	S82°37'17.7\"	80.03
L9	N78°49'31.7\"	88.47
L10	S88°22'45.7\"	107.50
L11	N88°22'45.7\"	107.50
L12	S49°34'17.7\"	78.17
L13	S11°54'08.7\"	7.08
L14	S89°22'45.7\"	78.08
L15	N33°25'28.7\"	30.17
L16	S78°24'00.7\"	50.01
L17	S33°25'28.7\"	70.28
L18	S43°02'15.7\"	81.48
L19	N25°42'18.7\"	81.55
L20	S82°30'05.7\"	38.08
L21	N82°30'05.7\"	38.08
L22	N82°30'05.7\"	33.17
L23	N81°00'58.7\"	33.36
L24	S10°14'28.7\"	59.29
L25	N88°15'41.7\"	7.07
L26	S48°44'18.7\"	20.00
L27	S48°44'18.7\"	20.00
L28	S48°44'18.7\"	20.00

CURVE	DELTA	RADIUS	LENGTH	CB	CHORD
C1	241°34'	555.00	241.34	111.51	222.02
C2	71°36'42"	782.24	117.21	117.21	75.87
C3	151°07'28"	498.00	122.48	102.21	122.15
C4	34°35'38"	350.00	328.84	111.28	121.81
C5	87°00'00"	18.00	23.56	308.24	21.21
C6	87°00'00"	225.00	238.88	507.44	154.82
C7	87°00'00"	258.00	258.00	658.18	188.01
C8	87°00'00"	15.00	21.11	530.20	18.41
C9	102°11'37"	1030.00	188.28	603.11	188.42
C10	28°44'18"	500.00	210.88	307.97	208.48
C11	87°00'00"	18.00	23.56	308.24	21.21
C12	28°44'18"	500.00	210.88	307.97	208.48
C13	28°44'18"	500.00	210.88	307.97	208.48
C14	87°00'00"	18.00	23.56	308.24	21.21
C15	28°44'18"	500.00	210.88	307.97	208.48
C16	28°44'18"	500.00	210.88	307.97	208.48
C17	28°44'18"	500.00	210.88	307.97	208.48
C18	28°44'18"	500.00	210.88	307.97	208.48
C19	28°44'18"	500.00	210.88	307.97	208.48
C20	28°44'18"	500.00	210.88	307.97	208.48
C21	28°44'18"	500.00	210.88	307.97	208.48
C22	28°44'18"	500.00	210.88	307.97	208.48
C23	28°44'18"	500.00	210.88	307.97	208.48
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C27	28°44'18"	500.00	210.88	307.97	208.48
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C29	28°44'18"	500.00	210.88	307.97	208.48
C30	28°44'18"	500.00	210.88	307.97	208.48
C31	28°44'18"	500.00	210.88	307.97	208.48
C32	28°44'18"	500.00	210.88	307.97	208.48
C33	28°44'18"	500.00	210.88	307.97	208.48
C34	28°44'18"	500.00	210.88	307.97	208.48
C35	28°44'18"	500.00	210.88	307.97	208.48
C36	28°44'18"	500.00	210.88	307.97	208.48
C37	28°44'18"	500.00	210.88	307.97	208.48
C38	28°44'18"	500.00	210.88	307.97	208.48
C39	28°44'18"	500.00	210.88	307.97	208.48
C40	28°44'18"	500.00	210.88	307.97	208.48
C41	28°44'18"	500.00	210.88	307.97	208.48
C42	28°44'18"	500.00	210.88	307.97	208.48
C43	28°44'18"	500.00	210.88	307.97	208.48
C44	28°44'18"	500.00	210.88	307.97	208.48
C45	28°44'18"	500.00	210.88	307.97	208.48
C46	28°44'18"	500.00	210.88	307.97	208.48
C47	28°44'18"	500.00	210.88	307.97	208.48

**STEINER RANCH
PHASE ONE
SECTION 10D**

CFE PLAT
Ph1Sec10D-FP.dwg
5
OF 5

1307B

TAYLOR WOODROW
COMMUNITIES/
STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

TRAVIS COUNTY, TEXAS

DATE:	JANUARY, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	2023.005.04
JOB NUMBER:	N/A
DESCRIPTION:	STEINER RANCH PHASE ONE SECTION 10D
DRAWING:	100/Ph1Sec10D-FP.dwg

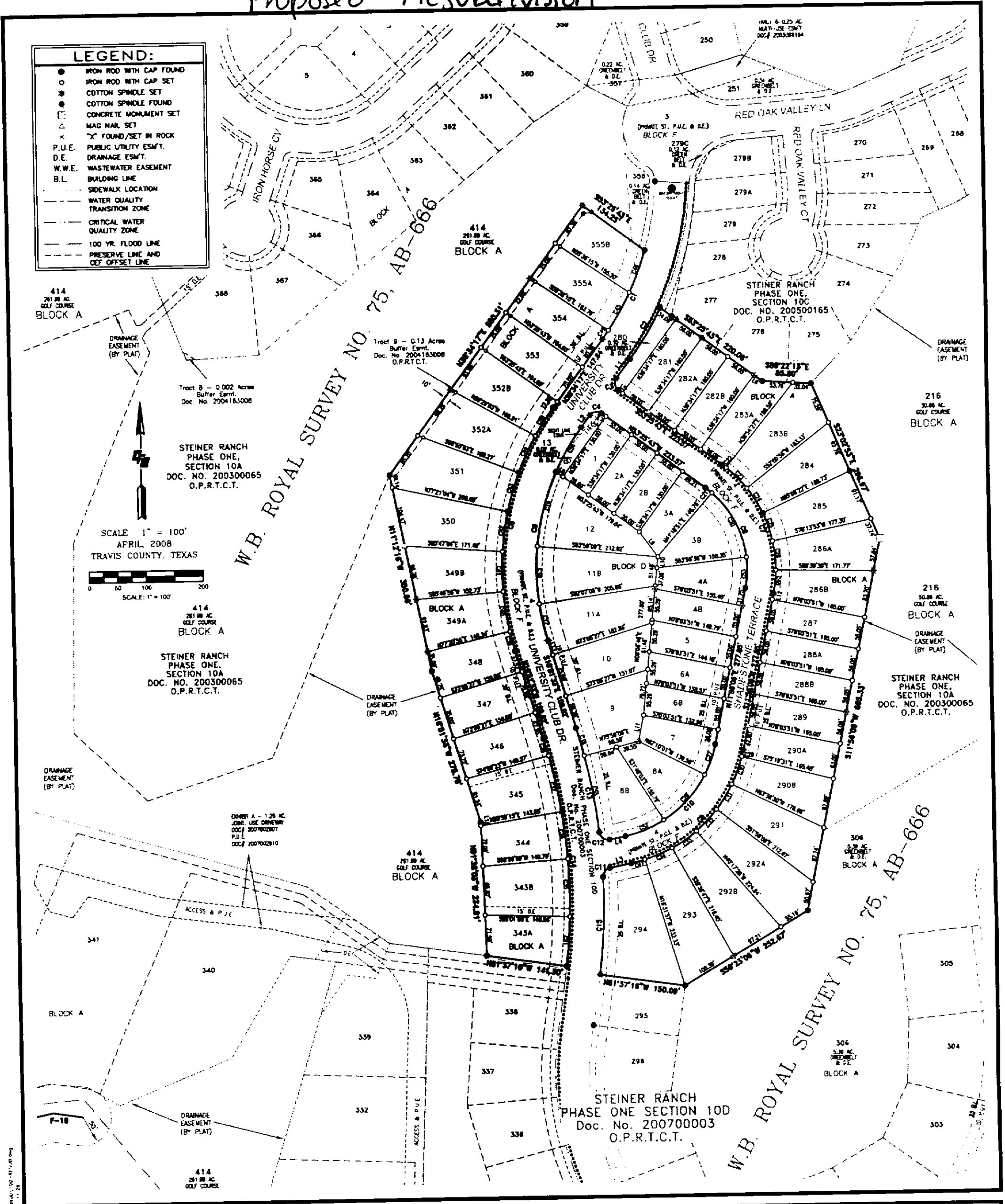
46.16 ACRES
PANTERA HUECO, LP
DOC. NO. 2005207124
O.P.R.T.C.T.

14.90 ACRES
PANTERA HUECO, LP
DOC. NO. 2005207124
O.P.R.T.C.T.

400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.486.9470
F: 512.486.9473
P.O. Box 1528
Austin, Texas 78797-1528
www.chauderengineering.com

CFAE
ENGINEERING

Proposed Resubdivision



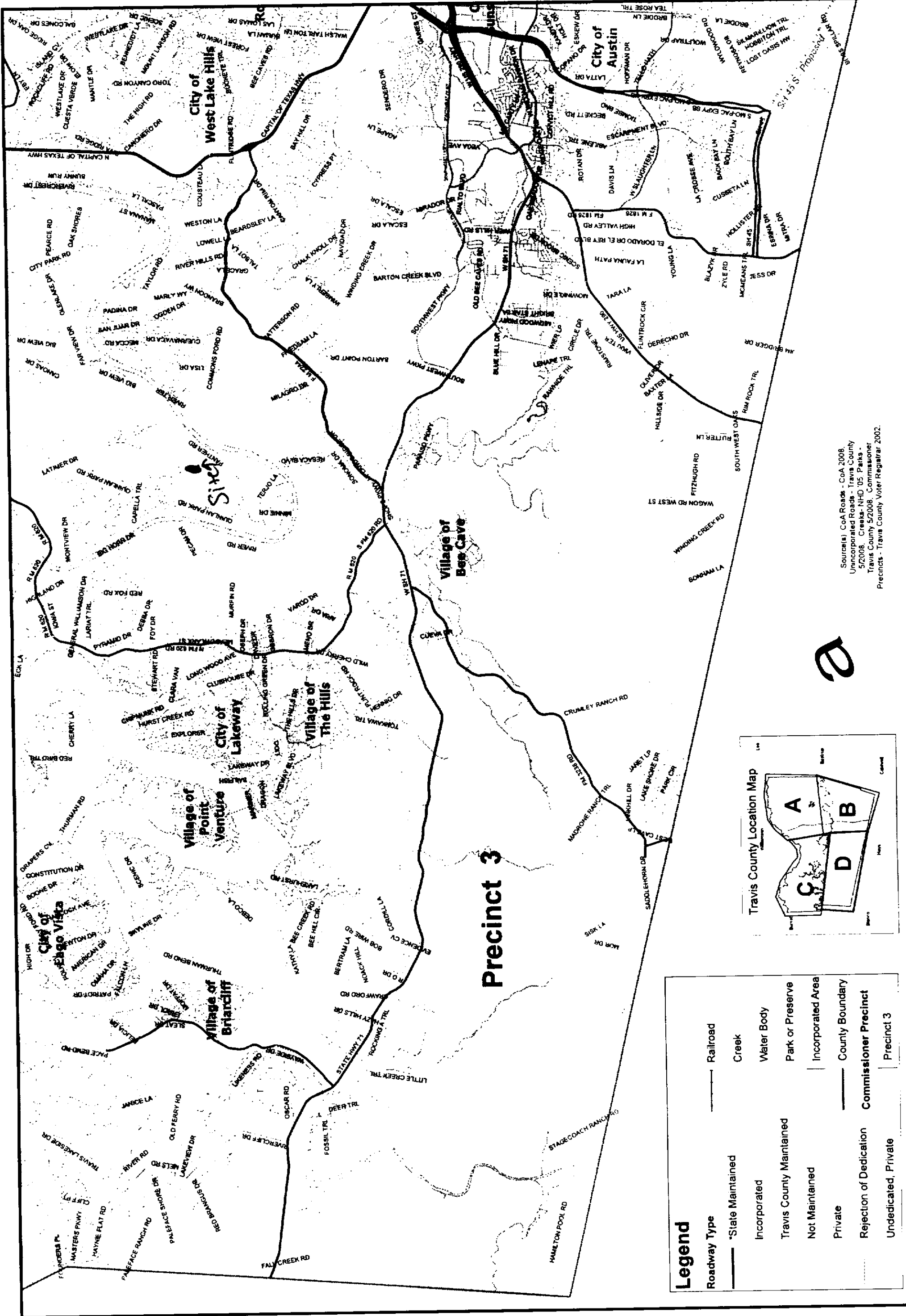
LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ⊙ COTTON SPINDLE SET
- ⊙ COTTON SPINDLE FOUND
- ⊠ CONCRETE MONUMENT SET
- ⊠ MAG NAIL SET
- ⊠ "X" FOUND/SET IN ROCK
- P.U.E. PUBLIC UTILITY ESM'T.
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- SIDEWALK LOCATION
- WATER QUALITY TRANSITION ZONE
- CRITICAL WATER QUALITY ZONE
- 100 YR. FLOOD LINE
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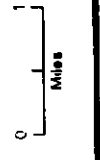
SCALE 1" = 100'
APRIL, 2008
TRAVIS COUNTY, TEXAS

SCALE: 1" = 100'

<p>C FAULKNER ENGINEERING</p>	907 West 5th Street, Suite 250 Austin, Texas 78703 P: 512.495.9470 F: 512.495.9473 P.O. Box 1528 Austin, Texas 78767-1528 www.cfeamcnca.com	TRAVIS COUNTY, TEXAS	RESUB OF LOTS 280-294, LOTS 343-355 BLOCK A AND LOTS 1-13, BLOCK D OF STEINER RANCH PHASE ONE SECTION 10D	CFE PLAT NO. 100-RESUBDWG <div style="font-size: 2em; font-weight: bold; text-align: center;">3</div> OF 3														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE:</td><td>APRIL, 2008</td></tr> <tr><td>SURVEYOR:</td><td>BRYAN D. NEWSOME, RPLS No. 5657</td></tr> <tr><td>TECHNICIAN:</td><td>RLM</td></tr> <tr><td>FIELDBOOK:</td><td>N/A</td></tr> <tr><td>JOB NUMBER:</td><td>2023.011.14</td></tr> <tr><td>DESCRIPTION:</td><td>N/A</td></tr> <tr><td>DRAWING:</td><td>A:\Type\Steiner\Ph1Sec10\Area1\Final\Plat\100-Resub\100-RESUB.dwg</td></tr> </table>		DATE:	APRIL, 2008	SURVEYOR:	BRYAN D. NEWSOME, RPLS No. 5657	TECHNICIAN:	RLM	FIELDBOOK:	N/A	JOB NUMBER:	2023.011.14	DESCRIPTION:	N/A	DRAWING:	A:\Type\Steiner\Ph1Sec10\Area1\Final\Plat\100-Resub\100-RESUB.dwg		
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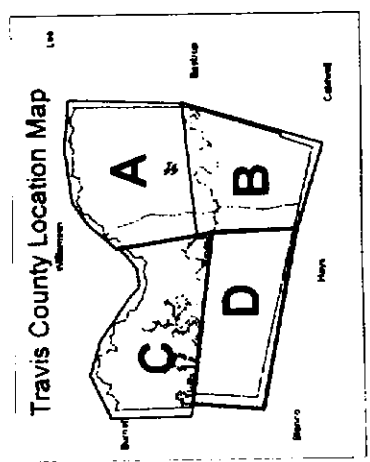


Map Prepared by Travis County
 Dept. of Transportation & Natural
 Resources, Date 5/12/2008
 Http://www.co.travis.texas.gov/maps



Travis County Roadways, Map D

Sources: CoA Roads - CoA 2008,
 Unincorporated Roads - Travis County
 5/2008, Creeks - NHD '05 Parks -
 Travis County 5/2008, Commissioner
 Precincts - Travis County Voter Registrar 2002.



Legend	
	Railroad
	Creek
	Water Body
	Park or Preserve
	Incorporated Area
	County Boundary
	Commissioner Precinct
	Undedicated, Private
	Precinct 3
	Rejection of Dedication
	Private
	Not Maintained
	Travis County Maintained
	Incorporated
	*State Maintained

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

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale:
 1 inch equals 1.002 miles
 1 inch equals 5.292 feet

13

Travis County Commissioners Court Agenda Request

Voting Session 11/25/08
(Date)

Work Session _____
(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 the Commons at Rowe Lane Phase I and a License Agreement for the Commons at Rowe Lane Phase I, two subdivisions in Precinct 2.**

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

II. A. Is backup material attached*: Yes X No _____

Agenda *Any backup material to be presented to the court must be submitted with this 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 | Scott Lambert - 854-9383 |
| Howard Herrin - 854-9383 | Lucious Henderson - 854-9454 |

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.)

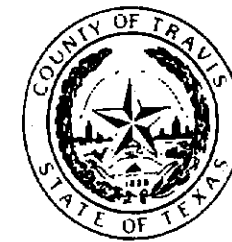
Purchasing Office (854-9700)

- _____ 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: November 14, 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 the streets of the Commons at Rowe Lane Phase I**
B. License Agreement for the Commons at Rowe Lane Phase 1

A. Summary and TNR Staff Recommendation: Acceptance of dedication of the Commons of Rowe Lane Phase I and Phase IIA

This subdivision was recorded September 22, 2006. 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 will be approved under Chapter 251 of the Texas Transportation Code.

Section I is accessed from Rowe Lane, accepted for maintenance by Travis County. This action will add 1.75 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:

The sidewalks, that have been completed, as well as the wheel chair ramps were constructed, or reconstructed, to Texas Accessibility Standards (TAS).

Exhibits:

Approval of Construction
List of streets
Requirements
Registered Accessibility letter
Attached maps

November 14, 2008

Page 2

B. Summary and Staff Recommendation: License Agreement with the Commons at Rowe Lane, L.P.

The applicant requests to enter into a license agreement, which will cover improvements in the right-of-way of Commons Parkway within the Commons at Rowe Lane Phase I. 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 request to have \$10,000.00 of the funds, the developer posted for construction security fiscal, be transferred to the License Agreement Security Deposit account has been received.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the Developer 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 Developer's construction, maintenance or use of the Licensed Property." The Developer, Commons at Rowe Lane, L.P. 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 82.701C.

Exhibits:

License Agreement & Exhibit

DV:DWW:dv

1105 Commons at Rowe Lane Ph I

1102 Commons at Rowe Lane Ph 1 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: November 13, 2008

DEVELOPER:

The Commons at Rowe Lane, L.P.
Mr. Lee Nicol
2929 W. 5th Street, Suite A
Ft. Worth, TX 76107
Ph: 817-332-0028

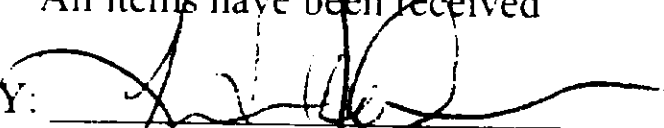
ENGINEER:

Gray . Jansing & Associates, Inc
Mr. John D. Hines, P.E.
8217 Shoal creek Blvd., #200
Austin, TX 78757
Ph: 452-0371 Fx: 454-9933

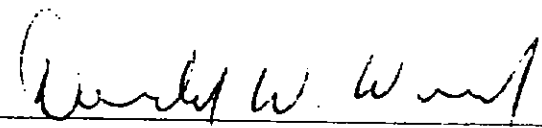
SUBJECT: Commons at Rowe Lane Phase 1

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.

All items have been received

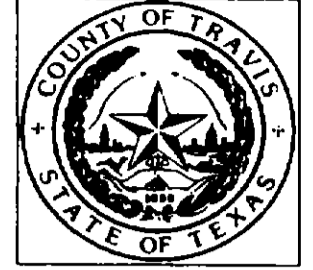
BY: 
TNR Construction Inspector - Lucious Henderson


TNR Engineering Specialist - Darla Vasterling


TNR Road Maintenance - Donald W. Ward

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 409T

Commons at Rowe Lane Phase I

Pct.# 2
Atlas No. P-11

RECORDED AT DOC#200600295 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 9/22/06

SUBDIVISION CONTAINS 12 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Commons Parkway	Rowe Lane to Meridian Boulevard	1378	0.26	100-60'	HMAC	2/24-40'F-F	Yes
2	Ravensbrook Court	Meridian Boulevard to end of cul-de-sac	368	0.07	50'	HMAC	30'F-F	Yes
3	Meridian Boulevard	NW cor Lot 3 Blk I to Windmill Ridge Street	997	0.19	50'	HMAC	30'F-F	Yes
4	Westgate Way	Meridian Boulevard to end of cul-de-sac	188	0.04	50'	HMAC	30'F-F	Yes
5	Windmill Ridge Street	Meridian Boulevard to NW cor Lot 20 Blk O	1225	0.23	50'	HMAC	30'F-F	Yes
6	Windview Lane	Windmill Ridge Street to NW cor Lot 32 Blk I	130	0.02	50'	HMAC	30'F-F	Yes
7	Windmill Ranch Avenue	Commons Parkway to NE cor Lot 21 Blk D	607	0.11	60'	HMAC	40'F-F	Yes
8	Mead Bend	Windmill Ranch Avenue to NW cor Lot 6 Blk D	708	0.13	50'	HMAC	30'F-F	Yes
9	Gavin Trail	Mead Bend to Huckabee Bend	705	0.13	50'	HMAC	30'F-F	Yes
10	Huckabee Bend	NE cor Lot 39 Blk A to end of cul-de-sac	1214	0.23	50'	HMAC	30'F-F	Yes
11	Ambling Trail	Commons Parkway to Huckabee Bend	950	0.18	50'	HMAC	30'F-F	Yes
12	Dovetail Street	Ambling Trail to Huckabee Bend	761	0.14	50'	HMAC	30'F-F	Yes
			9231					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **190**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED **1-12**

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-12 TOTAL **1.75** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT **2**.

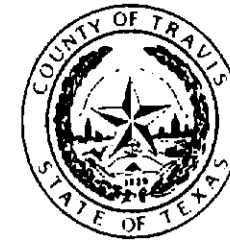
25-Nov-08

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 RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
(512) 854-4649

Commons at Rowe Lane Phase 1

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

- 1/12/07 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 1/12/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(c)(1)(B)
- 1/12/07 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(c)] and accompanying Stop Sign Warrant sheet for each sign.
- OK 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), § 82.401(8)
- 2/21/06 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map
- 1/15/08 Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 9/05/07 7. A letter from Texas Department of Licensing and Regulation (*or a Registered Accessibility Specialist*) approving subdivision construction (when sidewalks are required per plat). Plan approval required at time of Construction Acceptance – Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 11/13/08 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) Road Maintenance will have to
- 11/6/07 approve const. before recommending acceptance to Commissioners Court.
- 1/12/07 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- HAVE 10. License Agreement (If there are any private improvements in Public ROW). *Have request to transfer \$10,000 to License Agreement Security Deposit.*



DesignGroup

11-21-08 4:16 PM

September 5, 2007

Mr. Herb Edmonson, Jr.
GRAY ♦ JANSING & ASSOCIATES, INC.
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592

Re: **The Commons at Rowe Lane:**
Phase 1 Subdivision Infrastructure - Streets, Sidewalks, Etc.
Commons Parkway, Ambling Trail, Etc.
Pflugerville, Travis County 78660

EABPRJ No.: N/A
ENTASIS No.: 07.084

Corrective Modifications Letter Dated 08-31-2007

CORRECTIVE MODIFICATIONS - NO VIOLATIONS

Dear Mr. Edmonson:

Your submittal regarding the referenced submittal has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with the requirements of the *Texas Government Code, Chapter 469*.

Please note, this determination does not address the requirements of the *Americans with Disabilities Act (ADA)* or any other state, local, or federal requirement. For information on the ADA, please contact the United States Department of Justice at (202) 514-0301.

Sincerely,

David J. McQueen

*TDLR Registered Accessibility Specialist
RAS License No. 41*

Enclosures: Inspection Report

xc: Mary D. Palmer Harris, Barham, Haddock & Nicol, LLC
ENTASIS File: 07.084

The review of documents as contract documents and field inspections by this Registered Accessibility Specialist (RAS) of the Texas Department of Licensing and Regulation (TDLR), Austin, Texas is based on a best efforts endeavor following instruction and registration by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees and client for whom the review or inspection is made agrees to hold harmless and indemnify this RAS and TDLR from and against any liability arising from performance of the work.

INSPECTION REPORT

The Elimination of Architectural Barriers Act, Texas Government Code Chapter 469
Texas Accessibility Standards (TAS)

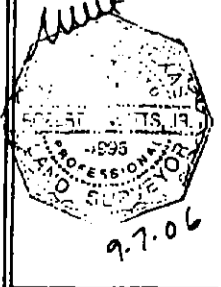
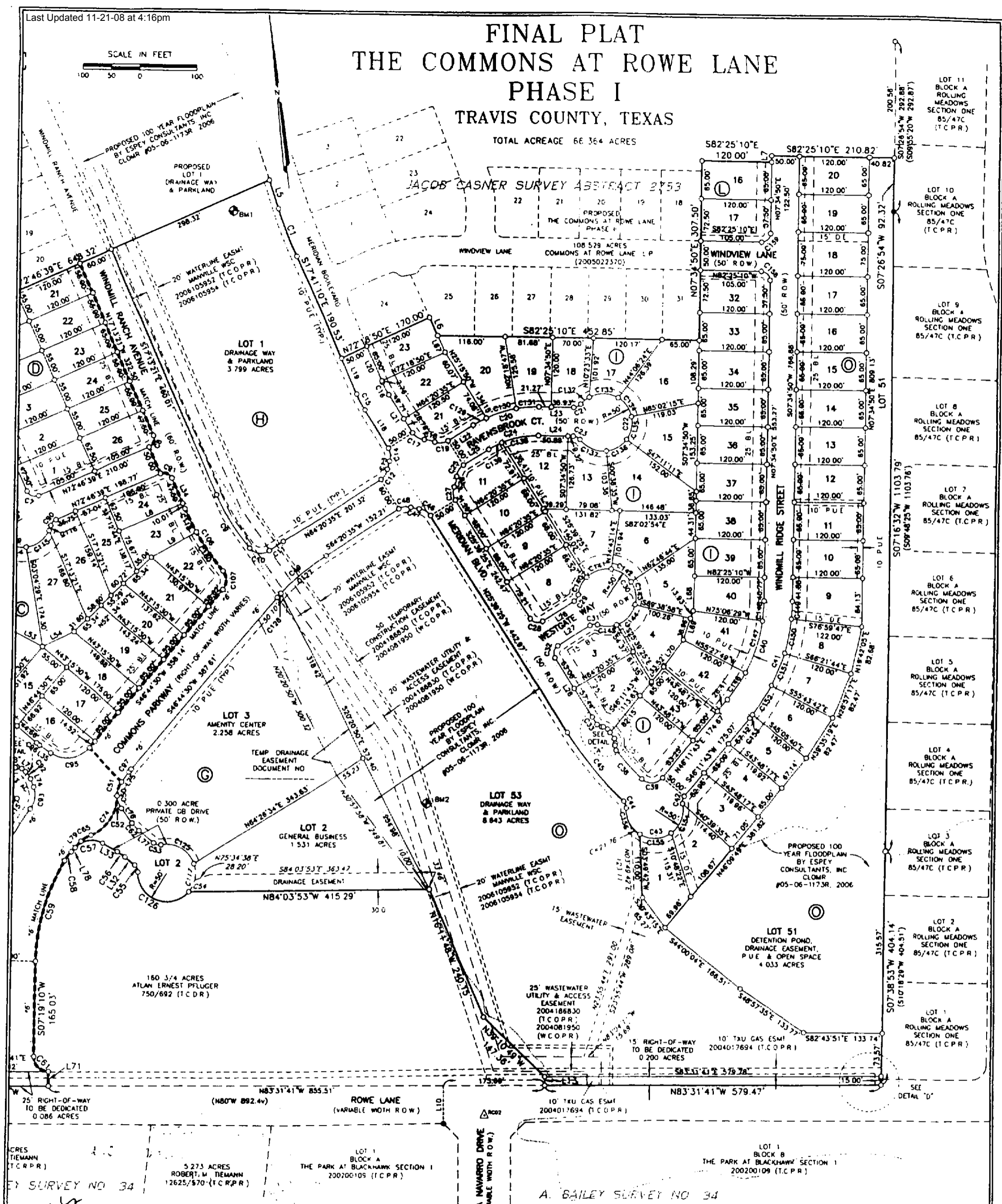
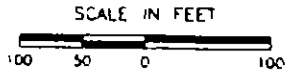
RAS INFORMATION:		Date: 09-05-2007	
RAS Name: David J. McQueen	RAS No: 41	RAS Project No.: 07.084	
PROJECT INFORMATION:		EABPRJ No.: N/A	
Project Name: Phase 1 Subdivision Infrastructure - Streets, Sidewalks, Etc.		Date of Inspection: 07-06-2007	
Facility Name: The Commons at Rowe Lane			
Project Address: Commons Parkway, Ambling Trail, Etc.			
City: Pflugerville	County: Travis	Zip: 78660	
Project Description: New construction of subdivision streets, sidewalks, curb ramps, storm/wastewater, etc.			
AR / EN / DS: GRAY ♦ JANSING & ASSOCIATES, INC.			
OWNER INFORMATION:			
Name: c/o Harris, Barham, Haddock & Nicol, LLC		Contact Name: Ms. Mary D. Palmer	
Address: 4408 Spicewood Springs Road			
City: Austin	State: Texas	Zip: 78759-8504	

REPORT & APPLICATION OF TAS.

This report updates the 07-12-2007 **Inspection Report**, reflecting information noted in the consulting engineer's letter dated 08-31-2007. As confirmed by the engineer, all required repairs to sidewalks and curb ramps regarding **Accessible Route (Slope; Changes in Levels)**, **Ground and Floor Surfaces (Changes in Level)**, **Curb Ramps (Slope)**, and **Ramps (Slope and Rise)** have been satisfactorily completed.

FINAL PLAT THE COMMONS AT ROWE LANE PHASE I TRAVIS COUNTY, TEXAS

TOTAL ACREAGE 66.364 ACRES



REVISION DATE	DESCRIPTION
05/17/05	REVISED R.O.W. ADDED ESMTS ADDED LOTS
10/19/05	REVISED LOT 2. ADDED AREA. ADDED SHI 5
06/27/06	REVISED INTERSECTION OF COMMONS PARKWAY & AMBLING TRAIL. ADDED NEW 100 YEAR FLOODPLAIN. ADDED 10' P.U.E. ALONG ALL STREETS. ADDED AND REVISED TITLE, NOTES, ACREAGE CHART, STREET CHART, REVISED SIDEWALKS ALONG COMMONS PARKWAY. REVISED CURVE AND LINE TABLES

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP FOUND
- 1/2" REBAR WITH CAP SET
- ⊕ BENCHMARK LOCATION
- △ CONTROL POINT
- 4' SIDEWALK LOCATION UNLESS NOTED (*6)

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

2807 Manchaca Rd. Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO 143-022
DRAWING NO 143-022-PL1
PLOT DATE 09/07/06
PLOT SCALE 1" = 100'
DRAWN BY JBE
SHEET 2 OF 5

Last Updated 11-21-08 at 4:16pm

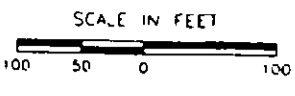
FINAL PLAT

THE COMMONS AT ROWE LANE

PHASE I

TRAVIS COUNTY, TEXAS

TOTAL ACREAGE 66.364 ACRES



5.21 ACRES
MARY A. DONNELL AND SPOUSE
KIMBERLY V. DONNELL
199902062 (T.C.P.R.)

5.043 ACRES
R. L. MONTGOMERY
12253/336 (T.C.P.R.)

5.01 ACRES
JOSEPH E. HYLAND AND WIFE,
ELIZABETH A. HYLAND
11660/2325 (T.C.P.R.)

5.01 ACRES
WALTER C. KOLINEK AND WIFE,
BARBARA J. KOLINEK
5948/151 (T.C.P.R.)

5.03 ACRES
HAROLD K. SAATHOFF AND WIFE,
CATHERINE SAATHOFF
10672/315 (T.C.P.R.)

JACOB CASNER SURVEY ABSTRACT 2753

108.529 ACRES
COMMONS AT ROWE LANE L.F.
(2005022370)

PROPOSED 100 YEAR FLOODPLAIN
BY ESPEY CONSULTANTS, INC.
CLOMR #05-06-11758, 2006

PROPOSED
LOT 1
DRAINAGE WAY
& PARKLAND

20 WATERLINE EASMT
MANVILLE WSC
2006105952 (T.C.P.R.)
2006105954 (T.C.P.R.)

LOT 1
DRAINAGE WAY
& PARKLAND
3.799 ACRES

LOT 3
AMENITY CENTER
2.258 ACRES

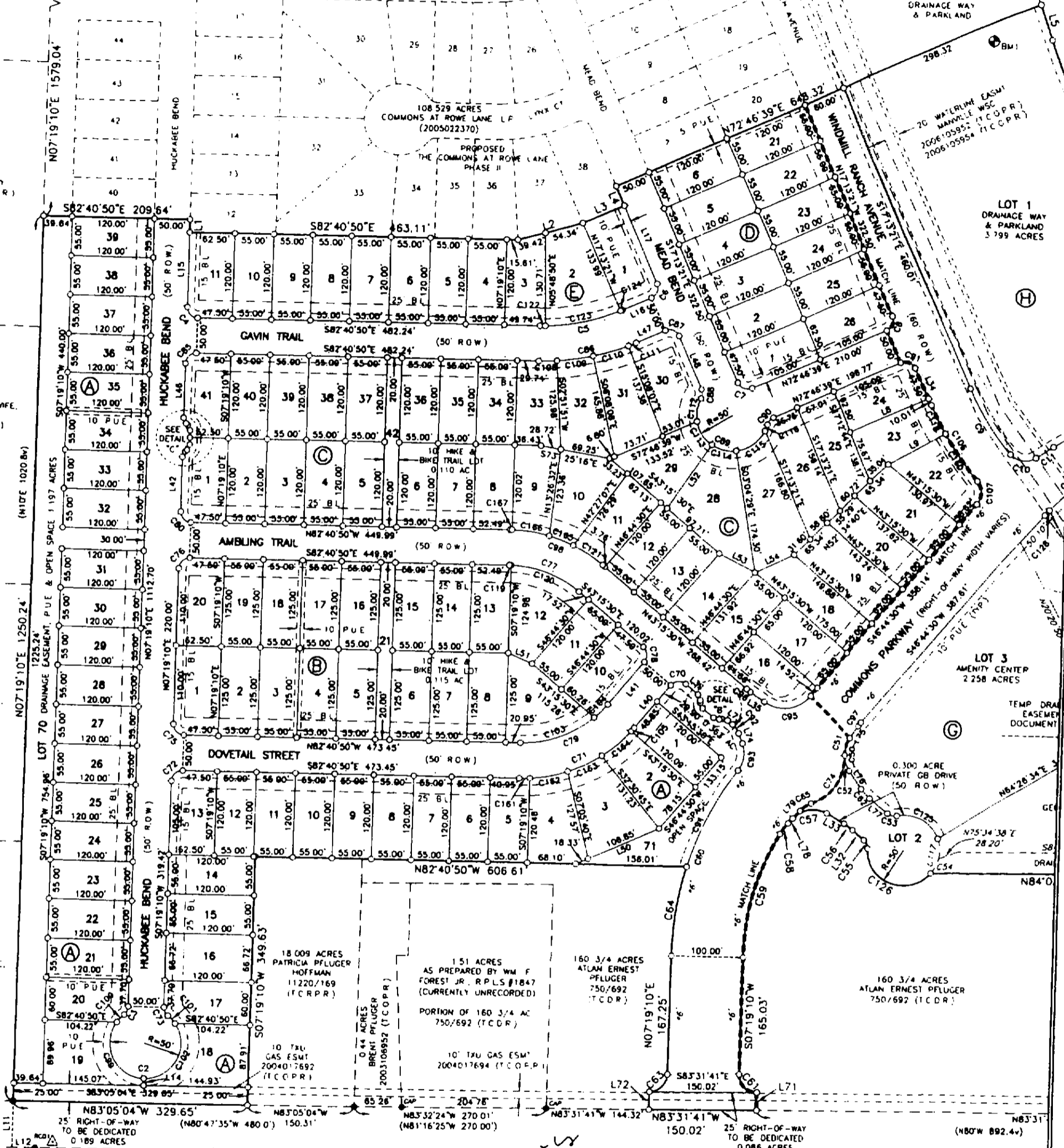
0.300 ACRE
PRIVATE GB DRIVE
(50' ROW)

160 3/4 ACRES
ATLAN ERNEST PFLUGER
750/692 (T.C.D.R.)

200.00 ACRES
ROBERT M. DEMANN
12212/1510 (T.C.P.R.)

5.273 ACRES
ROBERT M. DEMANN
12625/370 (T.C.P.R.)

A BAILEY SURVEY NO. 34



REVISION DATE	DESCRIPTION
05/17/05	REVISED ROW, ADDED ESMTS, ADDED LOTS
10/19/05	REVISED LOT 2, ADDED AREA, ADDED SHT. 5
06/27/06	REVISED INTERSECTION OF COMMONS PARKWAY & AMBLING TRAIL, ADDED NEW 100 YEAR FLOODPLAIN, ADDED 10' P.U.E. ALONG ALL STREETS, ADDED AND REVISED TITLE, NOTES, ACREAGE CHART, STREET CHART, REVISED SIDEWALKS ALONG COMMONS PARKWAY, REVISED CURVE AND LINE TABLES

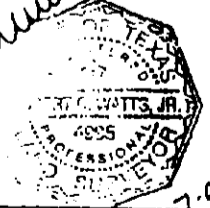
LEGEND

- 1/2" REBAR FOUND
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- ⊕ BENCHMARK LOCATION
- △ CONTROL POINT
- ▲ 4" SIDEWALK LOCATION UNLESS NOTED (*6)

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2807 Manchaca Rd. Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO 143-022
DRAWING NO 143-022-PL.1
PLOT DATE 09/07/06
PLOT SCALE 1" = 100'
DRAWN BY JBE
SHEET 1 OF 5



LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and Commons at Rowe Lane, L.P., a Texas limited partnership (the "DEVELOPER"), 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 Phase One of the Commons at Rowe Lane, a subdivision located in Travis County, being more particularly described in that certain plat recorded in Document No. 200600295 of the Plat Records of Travis County, (the "Subdivision"); and

WHEREAS, the DEVELOPER plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of Commons Parkway in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, signage, trees and shrubs, mountable curbs, asphalt, pavement and concrete walks (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; and

WHEREAS, the DEVELOPER intends that the interest held by the DEVELOPER in this Agreement may be mutually assigned, subletted or transferred between the DEVELOPER, the Commons at Rowe Lane Homeowner's Association ("HOA"), and/or the Lakeside Municipal Utility District No. 3;

NOW, THEREFORE, the COUNTY and the DEVELOPER agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER'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 DEVELOPER 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 DEVELOPER, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The DEVELOPER shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be

provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DEVELOPER, its officers, employees, agents or contractors, relative to this Agreement. The DEVELOPER shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The DEVELOPER 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 DEVELOPER 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 DEVELOPER's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

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

C. **Maintenance.** The DEVELOPER 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 DEVELOPER, at its expense.

D. **Signage.** The DEVELOPER shall have the right to install and maintain standard directional/information signage and traffic signage on the Licensed Property. Developer shall also have the right to install and maintain temporary signage of such types, in such sizes and at such locations on portions of the Licensed Property as Developer deems appropriate. In addition, Developer shall have the right, at its sole expense, to install in the Licensed Property standardized signs announcing the future development in the subdivision, and such sign may remain on the Subdivision property until completion of such development.

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

F. **Security Deposit.** The DEVELOPER shall provide the COUNTY with cash in a cashier's check or an irrevocable Letter of Credit ("LOC") in a form acceptable to the COUNTY in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000). The LOC shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established by the City of Austin's financial institution rating system in effect at the time the LOC is issued. The COUNTY and the DEVELOPER shall revise the LOC as necessary to adequately secure the DEVELOPER's obligations during the term of this Agreement. The DEVELOPER shall be responsible for procuring replacement LOCs in amounts approved by the COUNTY within sixty (60) days prior to the expiration date of the LOC then on file with the COUNTY for as long as this Agreement remains in effect. The DEVELOPER may obtain a release of any such LOC at any time by substituting cash in an equal amount. Any cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the DEVELOPER, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the DEVELOPER has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

G. **Default.** In the event that the DEVELOPER fails to maintain the Licensed Property, then the COUNTY shall give the DEVELOPER written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DEVELOPER 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 DEVELOPER 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 DEVELOPER agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DEVELOPER 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 DEVELOPER, if such abandonment has not been remedied by the DEVELOPER 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 DEVELOPER, its successors and assigns hereunder. All installations of the DEVELOPER removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DEVELOPER. This Agreement may be terminated by the DEVELOPER by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DEVELOPER 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 DEVELOPER. Subject to prior written notification to the DEVELOPER or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4. **Despite thirty (30) days written notice to the DEVELOPER, maintenance or alteration necessary to alleviate a danger to the public has not been made; or**
5. **The DEVELOPER fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.**

If the DEVELOPER abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DEVELOPER, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DEVELOPER 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 DEVELOPER to effect the relocation of the DEVELOPER's affected installations at the DEVELOPER's sole expense. The DEVELOPER 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 interest held by the DEVELOPER in this Agreement may be mutually assigned, subletted or transferred without the written consent of the COUNTY between the DEVELOPER, the Commons at Rowe Lane Homeowner's Association ("HOA") Lakeside Municipal Utility District No. 3 so long as the proposed assignee has posted the necessary fiscal security reflected in Section VI. F. of this Agreement, and has assumed full liability of the Improvements, including but not limited to providing such insurance coverage reflected in Section IV.A. of the Agreement. When such an assignment is made, it shall then be the duty of the DEVELOPER, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DEVELOPER's rights in this Agreement, giving name, date, address and contact person from and after the delivery of which notice the Developer shall have no liability hereunder.

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:

DEVELOPER:

**The Commons at Rowe Lane, LP
2929 West 5th Street
Suite A
Fort Worth, Texas 76107**

COUNTY:

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

COPY TO:

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

Austin, Texas 78767

COPY TO:

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

XVI. Annexation by the City

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

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the ___ day of _____, 2006⁸, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 2006⁸.

THE DEVELOPER:

The Commons at Rottier Lane, L.P.

Rogue Commons Corp, G.P.

By: [Signature]
signature

Name: L. E. Nicol
printed name

Title: President
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

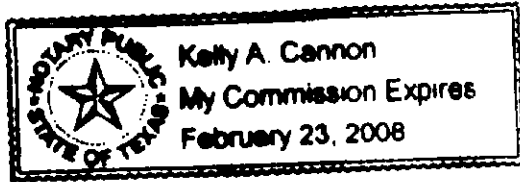
§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 8 day of November, 2006, by Lee Nicol as President of Rowes Commons Corp., GP, a Texas corporation, General Partner of The Commons at Rowe Lane, LP, on behalf of said limited partnership



Kelly Cannon
Notary Public in and for the State of Texas

Kelly Cannon
Printed/Typed Name

02/23/08
My commission expires

ADDRESS OF DEVELOPER:

_____ Austin, Texas

_____ phone

THE COMMONS AT ROWE LANE, PHASE I
METES & BOUND DESCRIPTION OF LANDSCAPE MEDIANS &
CENTER ISLAND OF TRAFFIC CIRCLE ON COMMONS PARKWAY

TRACT 1

BEGINNING at a calculated point at the back edge of the median curb at the intersection of Rowe Lane and Commons Parkway, said point being the point of tangency of the median curb nose with the west side of the curb median;

THENCE with the back edge of the median curb of Commons Parkway the following seven (7) courses:

1. N 07°19'10" E a distance of 118.12 feet to a calculated point;
2. Along a curve to the left and concave to the southwest ($\Delta=21^{\circ}59'13''$, $r=50.50$ feet, lc bears N 03°40'27" W 19.26 feet) a distance of 19.38 feet to a calculated point;
3. N 14°40'03" W a distance of 14.97 feet to a calculated point;
4. Along a curve to the right and concave to the northeast ($\Delta=23^{\circ}28'50''$, $r=49.50$ feet, lc bears N 02°55'38" W 20.14 feet) a distance of 20.29 feet to a calculated point;
5. Along a curve to the right and concave to the southeast ($\Delta=35^{\circ}12'27''$, $r=410.45$ feet, lc bears N 26°24'52" E 248.27 feet) a distance of 252.22 feet to a calculated point;
6. Along a curve to the right and concave to the south ($\Delta=101^{\circ}43'10''$, $r=0.50$ feet, lc bears S 85°07'27" E 0.78 feet) a distance of 0.89 feet to a calculated point;
7. Along a curve to the left and concave to the northeast ($\Delta=09^{\circ}27'20''$, $r=60.50$ feet, lc bears S 38°59'32" E 9.97 feet) a distance of 9.98 feet to a calculated point;

THENCE along the centerline of Commons Parkway the following two (2) courses:

1. Along a curve to the right and concave to the southeast ($\Delta=02^{\circ}49'45''$, $r=400.00$ feet, lc bears N 45°19'37" E 19.75 feet) a distance of 19.75 feet to a calculated point;
2. N 46°44'30" E a distance of 11.25 feet to a calculated point at the back edge of the mountable curb median of the Commons Parkway traffic circle;

THENCE with the back edge of the mountable curb median along a curve to the right and concave to the southeast ($\Delta=180^{\circ}00'00''$, $r=29.50$ feet, lc bears N 46°44'30" E 59.00 feet) a distance of 92.68 feet to a calculated point;

THENCE along the centerline of Commons Parkway N 46°44'30" E a distance of 31.00 feet to a calculated point at the back edge of the median curb of Commons Parkway;

THENCE with the back edge of the median curb of Commons Parkway the following nine (9) courses:

1. Along a curve to the left and concave to the southwest ($\Delta=05^{\circ}15'43''$, $r=60.50$ feet, lc bears N 45°53'22" W 5.55 feet) a distance of 5.56 feet to a calculated point;
2. Along a curve to the right and concave to the east ($\Delta=103^{\circ}06'27''$, $r=0.50$ feet, lc bears N 03°02'01" E 0.78 feet) a distance of 0.90 feet to a calculated point;
3. Along a curve to the left and concave to the northwest ($\Delta=07^{\circ}50'45''$, $r=63.00$ feet, lc bears N 50°39'52" E 8.62 feet) a distance of 8.63 feet to a calculated point;
4. N 46°44'30" E a distance of 366.13 feet to a calculated point;

5. Along a curve to the right and concave to the southwest ($\Delta=180^{\circ}00'00''$, $r=5.50$ feet, lc bears S $43^{\circ}15'30''$ E 11.00 feet) a distance of 17.28 feet to a calculated point;
6. S $46^{\circ}44'30''$ W a distance of 366.13 feet to a calculated point;
7. Along a curve to the left and concave to the southeast ($\Delta=07^{\circ}50'46''$, $r=63.00$ feet, lc bears S $42^{\circ}49'06''$ W 8.62 feet) a distance of 8.63 feet to a calculated point;
8. Along a curve to the right and concave to the northeast ($\Delta=103^{\circ}06'31''$, $r=0.50$ feet, lc bears N $89^{\circ}33'02''$ W 0.78 feet) a distance of 0.90 feet to a calculated point;
9. Along a curve to the left and concave to the southwest ($\Delta=05^{\circ}15'44''$, $r=60.50$ feet, lc bears N $40^{\circ}37'38''$ W 5.55 feet) a distance of 5.56 feet to a calculated point;

THENCE along the centerline of Commons Parkway S $46^{\circ}44'30''$ W a distance of 31.00 feet to a calculated point at the back edge of the mountable curb median of the Commons Parkway traffic circle;

THENCE with the back edge of the mountable curb median along a curve to the right and concave to the northwest ($\Delta=180^{\circ}00'00''$, $r=29.50$ feet, lc bears S $46^{\circ}44'30''$ W 59.00 feet) a distance of 92.68 feet to a calculated point;

THENCE along the centerline of Commons Parkway the following two (2) courses:

1. S $46^{\circ}44'30''$ W a distance of 11.25 feet to a calculated point;
2. Along a curve to the left and concave to the southeast ($\Delta=02^{\circ}49'45''$, $r=400.00$ feet, lc bears S $45^{\circ}19'37''$ W 19.75 feet) a distance of 19.75 feet to a calculated point at the back edge of the median curb of Commons Parkway;

THENCE with the back edge of the median curb of Commons Parkway the following five (5) courses:

1. Along a curve to the left and concave to the northeast ($\Delta=09^{\circ}25'51''$, $r=60.50$ feet, lc bears S $48^{\circ}26'08''$ E 9.95 feet) a distance of 9.96 feet to a calculated point;
2. Along a curve to the right and concave to the west ($\Delta=97^{\circ}03'01''$, $r=0.50$ feet, lc bears S $04^{\circ}37'33''$ E 0.75 feet) a distance of 0.85 feet to a calculated point;
3. Along a curve to the left and concave to the southeast ($\Delta=36^{\circ}34'48''$, $r=389.50$ feet, lc bears S $25^{\circ}36'34''$ W 244.47 feet) a distance of 248.67 feet to a calculated point;
4. S $07^{\circ}19'10''$ W a distance of 160.03 feet to a calculated point;
5. Along a curve to the right and concave to the north ($\Delta=180^{\circ}00'00''$, $r=4.00$ feet, lc bears N $82^{\circ}40'50''$ W 8.00 feet) a distance of 12.57 feet to a calculated point, said point also being the point of BEGINNING;

Containing 13,796 square feet or 0.32 acres, more or less.

TRACT 2

BEGINNING at a calculated point on the west right-of-way line of Commons Parkway at the intersection of Rowe Lane and Commons Parkway, said point being the point of tangency of the radius return of the north right-of-way line of Rowe Lane and the west right-of-way line of Commons Parkway;

THENCE along the west right-of-way line of Commons Parkway N 07°19'10" E a distance of 50.00 feet to a calculated point on the west right-of-way line of Commons Parkway;

THENCE S 82°40'50" E a distance of 14.50 feet to a calculated point at the back of curb of Commons Parkway;

THENCE S 07°19'10" W a distance of 50.00 feet to a calculated point at the back of curb of Commons Parkway;

THENCE N 82°40'50" W a distance of 14.50 feet to a calculated point on the west right-of-way line of Commons Parkway, said point also being the point of BEGINNING;

Containing 725 square feet or 0.02 acres, more or less.

TRACT 3

BEGINNING at a calculated point on the east right-of-way line of Commons Parkway at the intersection of Rowe Lane and Commons Parkway, said point being the point of tangency of the radius return of the north right-of-way line of Rowe Lane and the east right-of-way line of Commons Parkway;

THENCE N 82°40'50" W a distance of 14.50 feet to a calculated point at the back of curb of Commons Parkway;

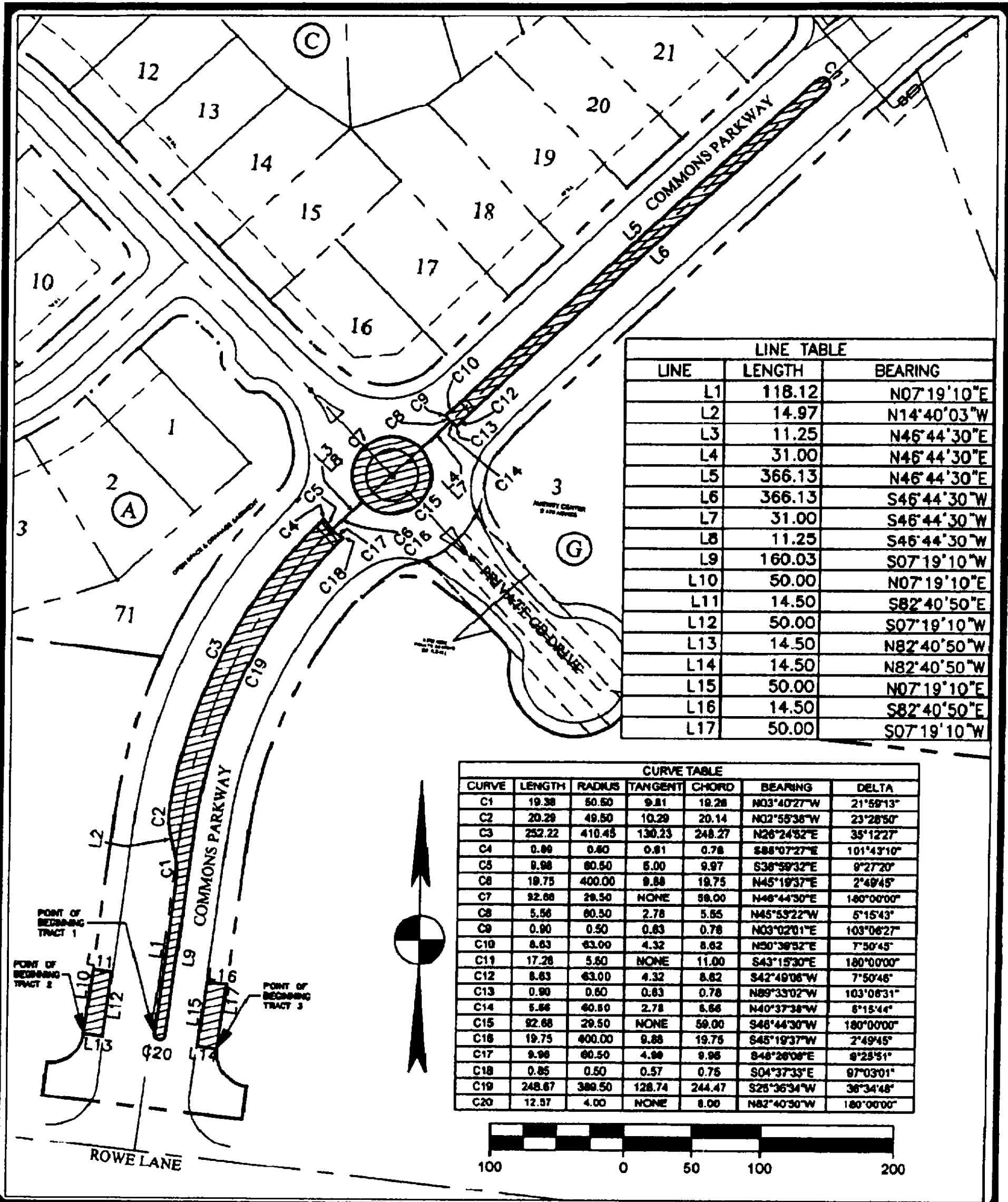
THENCE N 07°19'10" E a distance of 50.00 feet to a calculated point at the back of curb of Commons Parkway;

THENCE S 82°40'50" E a distance of 14.50 feet to a calculated point on the east right-of-way line of Commons Parkway;

THENCE along the east right-of-way line of Commons Parkway S 07°19'10" W a distance of 50.00 feet to a calculated point on the east right-of-way line of Commons Parkway, said point also being the point of BEGINNING;

Containing 725 square feet or 0.02 acres, more or less.

Bearings based on Grid North, Texas State Plane Coordinate System, Texas Central Zone, NAD83/93.



LINE TABLE		
LINE	LENGTH	BEARING
L1	118.12	N07°19'10"E
L2	14.97	N14°40'03"W
L3	11.25	N46°44'30"E
L4	31.00	N46°44'30"E
L5	366.13	N46°44'30"E
L6	366.13	S46°44'30"W
L7	31.00	S46°44'30"W
L8	11.25	S46°44'30"W
L9	160.03	S07°19'10"W
L10	50.00	N07°19'10"E
L11	14.50	S82°40'50"E
L12	50.00	S07°19'10"W
L13	14.50	N82°40'50"W
L14	14.50	N82°40'50"W
L15	50.00	N07°19'10"E
L16	14.50	S82°40'50"E
L17	50.00	S07°19'10"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	19.38	50.50	9.81	19.28	N03°40'27"W	21°58'13"
C2	20.29	49.50	10.29	20.14	N02°55'38"W	23°28'50"
C3	252.22	410.45	130.23	248.27	N26°24'52"E	35°12'27"
C4	0.88	0.80	0.81	0.78	S88°07'27"E	101°43'10"
C5	9.98	80.50	5.00	9.97	S38°59'32"E	9°27'20"
C6	19.75	400.00	9.88	19.75	N45°19'37"E	2°49'45"
C7	92.68	29.50	NONE	59.00	N46°44'30"E	180°00'00"
C8	5.56	60.50	2.78	5.55	N45°53'22"W	5°15'43"
C9	0.90	0.50	0.83	0.78	N03°02'01"E	103°06'27"
C10	8.63	63.00	4.32	8.62	N50°38'52"E	7°50'45"
C11	17.28	5.50	NONE	11.00	S43°15'30"E	180°00'00"
C12	8.63	63.00	4.32	8.62	S42°49'08"W	7°50'46"
C13	0.90	0.50	0.83	0.78	N89°33'02"W	103°06'31"
C14	5.56	60.50	2.78	5.55	N40°37'38"W	5°15'44"
C15	92.68	29.50	NONE	59.00	S46°44'30"W	180°00'00"
C16	19.75	400.00	9.88	19.75	S45°19'37"W	2°49'45"
C17	9.98	80.50	4.99	9.98	S48°26'08"E	8°25'51"
C18	0.85	0.50	0.57	0.75	S04°37'33"E	97°03'01"
C19	248.67	389.50	128.74	244.47	S25°36'34"W	36°34'48"
C20	12.97	4.00	NONE	8.00	N82°40'30"W	180°00'00"

JOB NO. 20080
 DATE October 2008
 DESIGNER PRM
 CHECKED PRM DRAWN PRM
 SHEET 1

THE COMMONS AT ROWE LANE
 PHASE ONE
 MB MEDIAN DESCRIPTION

PAPE-DAWSON ENGINEERS
 7800 BOND CREEK BLVD. | AUSTIN TEXAS 78757 | PHONE: 512.454.7111
 SUITE 203 EAST | FAX: 512.454.8987

Date: October 23, 2008 1:40 PM User: PAPE, MCKENNA
 File: C:\Projects\Phase 1\MapInfo\MapInfo.dwg
 THE INFORMATION HEREON IS FOR YOUR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF PAPE-DAWSON ENGINEERS.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OPID JV
FWVIS-1

DATE (MM/DD/YYYY)
11/11/08

PRODUCER
Legacy Texas Insurance Services, Inc.
P.O. Box 851018
Richardson TX 75085-1018
Phone: 972-461-7300 Fax: 972-461-7340

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED
Commons at Rowe Lane, LP GP:
Limited Partners:
Rowe Commons Corporation
Mr. Lee Nicol
2929 W. 5th St., Ste A
Fort Worth TX 76107

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Mid-Continent Casualty Co.	
INSURER B	Mid Continent Casualty Co	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04GL000730816	09/15/08	09/15/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04CA002764094	09/15/08	09/15/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER Commercial Applica				


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is also listed as additional insured with respects to the General Liability policy.

CERTIFICATE HOLDER

Joseph Gieselman, Executive Manager (or Successor) Travis County Trans. & Natural Resour
 P.O. Box 1748
 Austin TX 78767

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 25, 2008

I. A. Requestor: Joe Gieselman, TNR Phone # 854-9383

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

- A. AMENDMENT TO SECTION 1.019 COUNTY VEHICLE USAGE POLICY OF THE TRAVIS COUNTY CODE RELATING TO THE PAYMENT OF FINES AND PENALTIES FOR TRAFFIC CITATIONS;
- B. AMENDMENT TO SECTION 1.019 COUNTY VEHICLE USAGE POLICY OF THE TRAVIS COUNTY CODE RELATING TO THE USE OF TOLL ROADS AND THE PAYMENT OF TOLL FEES;
- C. NOTICE(S) TO COUNTY EMPLOYEES ABOUT CHANGES IN COUNTY VEHICLE USAGE POLICY; AND
- D. BUDGET AMENDMENT AND TRANSFER OF \$4,821 FROM THE GENERAL FUND RESERVE TO TRANSPORTATION AND NATURAL RESOURCES FLEET SERVICES.
- E. AUTHORIZE PAYMENT OF \$4,821 TO THE CITY OF AUSTIN FOR SIXTY-FOUR OUTSTANDING TRAFFIC CITATIONS ISSUED TO COUNTY VEHICLES BETWEEN 2002 AND 2008.

C. Sponsor: _____
County Commissioner or County Judge

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

RECEIVED
COUNTY CLERK'S OFFICE
08 NOV 20 PM 3:18

ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AMENDING
THE TRAVIS COUNTY CODE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, the Travis County Commissioners Court makes the following order:

1. Section 1.019 of the Travis County Code is deleted in its entirety and is replaced by the Section 1.019 attached to this order.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

§ 1.019 County Vehicle Usage Policy

(a) Administrative Responsibility

(1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or Executive Manager to whom the vehicle has been appropriated. For example, the Executive Manager for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service departments, and specifically to the Rural Community Action Program, and the Executive Manager for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.

(2) Subject to Chapter 40 of this Code relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or executive managers decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:

(A) Significant improvement in the efficiency and effectiveness of our service to the public through:

- (i) After hours service
- (ii) Less cost to taxpayers
- (iii) Ability to respond in emergencies or to public safety issues.
- (iv) Availability of specific equipment attached to County vehicles.

(3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.

(4) The elected or appointed officials or executive managers will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.

(5) County employees authorized to take home County vehicles will be identified to Commissioners Court yearly, by each department, as part of the budget process.

(6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.

(b) Use by Other County Departments

(1) With the approval of the elected or appointed official or executive manager to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.

(2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.

(3) Use of vans by 4-H C.A.P.I.T.A.L. Project

(A) The Director of the Travis County Agricultural Extension Service shall be authorized by the Commissioners Court to designate any person within the 4-H C.A.P.I.T.A.L. Project to drive vans owned by Travis County whether or not the person so designated is paid directly from Travis County funds.

(B) Any person so designated by the Director of the Travis County Agricultural Extension Service shall be deemed an "employee" of Travis County for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.

(C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.

(c) Prohibited Use

(1) County vehicles may not travel outside the State of Texas at any time.

(2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.

(3) County vehicles may not be used if the State inspection has expired, or if, in the judgment of Executive Manager for Administrative Operations or responsible elected or appointed official or executive manager, the vehicle is unsafe for use.

(4) Except as may be authorized by Chapter 40 of this Code, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioners Court. To enable emergency response after hours, an elected or appointed official or executive manager may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.

(d) This §1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.

(e) Citations

A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

- (1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.
- (2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.
- (3) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named on the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.
- (4) The employee is responsible for paying for all penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.
- (5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.

(f) Use of Toll Road

- (1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.
- (2) County employees using non-emergency County vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.

- (3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls, invoice fees, fines, court costs and any other related penalties, the employee is responsible for paying for them. The employee is responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.
- (5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the appropriate toll authority to inform it that the employee named on the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls. ***(TNR is still working with Toll Road Authority to approve this process).***
- (6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination
- (7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.

15 ✓

BUDGET AMENDMENTS AND TRANSFERS

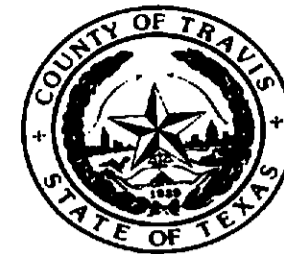
FY 2009

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COUNTY CLERK'S OFFICE

08 NOV 18 PM 4:14 11/25/2008

AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	001	9800	981	9817	Reserves	HHS Reserve		\$ 215,000	1
	001	5891	611	6294	HHS	Workforce Develop.	\$ 215,000		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court *Travis R. Matlin*
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: November 18, 2008
RE: Transfer from HHS Reserve for Workforce Development RFS

The Commissioners Court approved the release of a Request for Services (RFS) for additional workforce development services on November 18, 2008. The estimated amount of the awards is \$265,000. A special \$400,000 one-time Health and Human Services (HHS) Reserve was created from departmental resources from FY 08 projects such as the RFS for Workforce Development, additional HIV/AIDS programs, and strategic planning that were not able to be completed last year and were moved to FY 09. Health and Human Services has submitted the attached transfer to move \$215,000 from the HHS Reserve to the Health and Human Services Department so these resources can be encumbered in preparation of the awards for the RFS. Please see the attached memo from Sherri Fleming for additional details. The remaining \$50,000 of the estimated \$265,000 of awards is already budgeted within the department.

After the transfer, the balance in the HHS Reserve will be \$185,000. PBO recommends approval of the request.

cc: Sherri Fleming, HHS
Kathleen Haas, HHS
Lawrence Lyman, HHS
Cyd Grimes, Purchasing Agent
Rebecca Gardner, Purchasing Office
Rodney Rhoades, PBO
Leroy Nellis, PBO



RECEIVED

08 NOV 13 PM 2:55

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

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

MEMORANDUM

Date: November 13, 2008

To: Members of the Commissioners Court

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

Subject: Transfer from HHS Reserve for Workforce Development RFS

Proposed Motions:

Approve transfer of \$215,000 from HHS Reserve (001-9800-981-9817) to HHS (001-5891-611-6294).

Summary and Staff Recommendation:

Travis County Health and Human Services requests this budget transfer from the HHS Reserve for RFS #S090063-RE to purchase new and/or expanded workforce development services.

The dollars are part of a special \$400,000 one time HHS reserve established during the FY09 budget process. During the budget process, HHS and PBO staff worked together and identified one-time funds in three areas of the department (WFD, HIV/AIDS, strategic planning) that make up this reserve.

These one-time funds, along with \$50,000 in ongoing resources already allocated to WFD investments will be utilized to fund both new services and an enhanced evaluation of the County's investments in WFD services to ensure that we continue to produce the desired impacts for Travis County residents.

The proposed scope of work is presented in a separate agenda item for November 18. It allows for the following range of services:

- Adult basic education, including literacy and English as a second language;
- High school diploma or GED programs;
- Vocational certification programs;
- Formal higher education (degree programs);
- Work readiness instruction;
- Job search/placement assistance.

Services should be designed to allow residents to acquire skills and knowledge to improve employment options, earning potential, and ultimately lead to greater self-sufficiency.

Budgetary and Fiscal Impact:

Funding for this RFS is currently in two places: \$215,000 in one-time funding in the HHS Reserve (001-9800-981-9817) and \$50,000 in ongoing funds in the department budget (001-5891-611-6294). Department proposes reserving \$25,000 of the \$50,000 of ongoing resources for evaluation of these services; the remainder will be applied to purchase direct services.

Issues and Opportunities:

These dollars were allocated to this special, one-time reserve specifically for this purpose.

Background:

The proposed RFS builds on lessons learned through our history of WFD investments, third party evaluation of local services, and ongoing research into promising practices nationwide.

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

Budget Adjustment: 14002

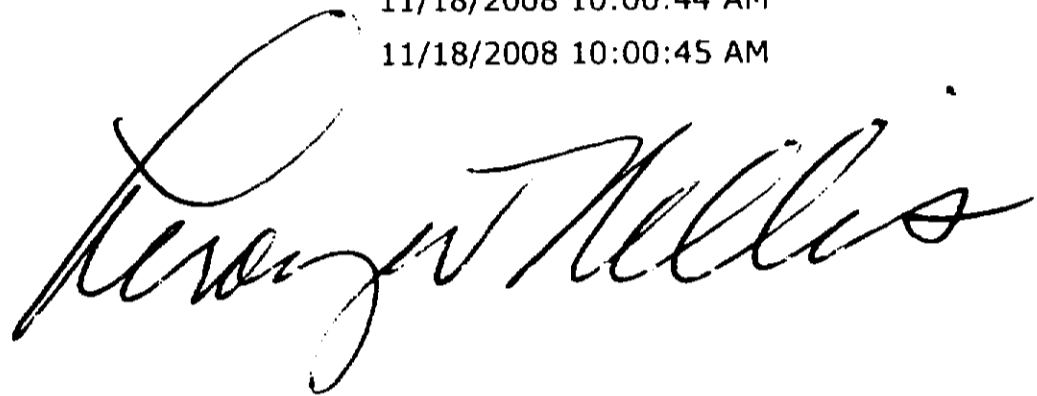
Fyr _ Budget Type: 2009-Reg
PBO Category: Amendment
Just: CommCodeRq

Author: 58 - HAAS, KATHLEEN
Court Date: Tuesday, Nov 25 2008
Transfer from HHS reserve for the RFS on Workforce development

Created: 11/18/2008 10:00:37 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9817	HEALTH & HUMAN SERVICES			215,000
				215,000
To Account		Project		Amount
001-5891-611-6294	WORKFORCE DEVELOPMENT			215,000
				215,000

Approvals	Dept	Approved By	Date Approved
Originator	58	KATHLEEN HAAS	11/18/2008 10:00:44 AM
DepOffice	58	KATHLEEN HAAS	11/18/2008 10:00:44 AM
DepOfficeTo	58	KATHLEEN HAAS	11/18/2008 10:00:45 AM



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

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
\$6,526,651	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$62,203)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$294,083)	COA Public Health Interlocal
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases

(\$3,590,001) Total Possible Future Expenses (Earmarks)

\$2,936,650 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
\$2,909,298 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
(\$125,500) Total Possible Future Expenses (Earmarks)	

\$2,783,798 Remaining CAR Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$5,980			Beginning Balance - Bilingual Pay
\$5,980 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
\$700,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
\$2,347,947 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
\$41,384,029 Current Reserve Balance			

8

16

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY CLERK'S OFFICE

Please consider the following item for:
11-25-08

08 NOV 18 PM 2:58

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 contract to the Byrne Memorial Justice Assistance Grant Program (JAG) through the Office of the Governor's Criminal Justice Division for Juvenile Probation Department to continue services provided to juveniles dually-diagnosed with mental health and substance abuse issues.
- b) Approve grant contract with Office of Attorney General for FY09 Project Safe Neighborhoods grant program in District Attorney's Office.
- c) Approve grant contract amendment to approve supplemental award for FY08 Project Safe Neighborhoods grant from Office of Attorney General in the District Attorney's Office.
- d) Approve grant contract revision of budget and scope of service for the Safe Havens grant from the US Department of Justice, Office of Violence Against Women in Counseling and Education Services.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

11/25/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
 FY 2009

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 #
Contracts								
a 45	Byrne Memorial ISC Residential Programs	10/1/2008 - 9/30/2009	\$103,888			1	1	6
b 23	Project Safe Neighborhoods	9/1/2008 - 8/31/2009	\$48,518			0.48	1	15
c 23	Project Safe Neighborhoods Amendment to FY08	9/1/2007 - 8/31/2010	\$51,482			0.52	1	31
Status report								
d 40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2008 - 9/30/2010	\$200,000				1	46

Notes:

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

FY 2009 Grants Summary Report

Outstanding Grant Applications

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

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
58	AmeriCorp	\$301,429	\$281,599		20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000			11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928				11/18/2008
		\$477,357	\$291,599		20	

FY 2009 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2008

Dept	Name of Grant	Grant Amount	County Match	Indirect Costs	FTEs	Approval Date	Cm. Ct.
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008	
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008	
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358				11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008	
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320					11/4/2008
37	Internal Affairs Software Upgrade	\$50,000					11/7/2008
37	Office of Community Oriented Policing Program	\$350,738					11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273					11/18/2008
		\$2,719,534	\$605,119		17		

FY 2009 Grants Summary Report Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224	\$ 375,000	8.00	10/7/2008
Total Outstanding		\$ 330,776	\$ 44,224	\$ 375,000	8.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
Total Outstanding		\$272,893.75	\$ -		2.00		

UR

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Juvenile Probation/Residential Services		
Contact Person/Title:	Ruthanne Shockley, Grant Coordinator		
Phone Number:	512/854-7110		

Grant Title:	Byrne Memorial ISC Residential Programs		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	Byrne Memorial Justice Assistance Grant Program (JAG) through CJD		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$54,718					\$54,718
Operating:	\$9,015					\$9,015
Contractual & Professional Services:	\$40,155					\$40,155
Indirect Costs:	0					0
Total:	\$103,888	0	0	0	0	\$103,888
FTEs:	1					1

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		10/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Total # of juveniles served	40					35
Total # of juveniles discharged	26					26
% of juveniles who successfully complete the program	92%					88%
Number and percent of youth who re-offend w/in one year of discharge	3/12%					4/15%

6

Measures For Grant						
# of participants entering the Program	35	13	8	N/A	N/A	35
Outcome Impact Description	Juvenciles court ordered into the Residential Substance Abuse Program					
# of offenders who have completed the Program and remained drug free <i>during</i> the Program	26	8	13	N/A	N/A	26
Outcome Impact Description	Juvenciles that met all program requirements and were given urine analysis weekly which were negative for all substances.					
# of offenders successfully completing the Program	24	8	13	N/A	N/A	23
Outcome Impact Description	Juvenciles that met all program requirements.					
# of offenders who dropped out of the Program	0	0	0	N/A	N/A	0
Outcome Impact Description-	Juvenciles dropped out on their own initiative.					
# of offenders who were terminated from the Program	0	0	0	N/A	N/A	0
Outcome Impact Description-	Juvenciles that did not successfully complete the requirements of the program and were removed via court order.					

PBO Recommendation:

Juvenile Probation Department is requesting Commissioners Court approval of a grant contract with the Office of the Governor’s Criminal Justice Division for the Byrne Memorial ISC Residential Programs. The grant provides \$103,888 in resources for a one-full time counselor and substance abuse and/or mental health contracted services for juveniles receiving treatment at the Intermediate Sanctions Center. This is the continuation of an existing grant program that was previously funded with Residential Substance Abuse Treatment (RSAT) funds.

There is no cash match requirement and no long term commitments for the grant program.

PBO recommends approval of this request.

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

Juvenile Probation Residential Service Division is requesting approval to submit a continuation application for funding through the JABG Byrne Memorial Fund. Residential Services is seeking funding in the amount of \$103,888 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will

support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

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

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

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

There is no match requirement.

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

There is no provision in this grant for indirect costs.

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

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

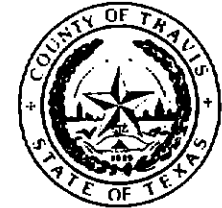
6. If this is a new program, please provide information why the County should expand into this area.

N/A. This is not a new program.

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

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

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: _____
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: _____
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY09 Byrne Memorial ISC Residential Programs Award

DATE: November 13, 2008

I am pleased to inform you that the Governor's Criminal Justice Division has renewed our Intensive Supervision Center (ISC) Residential Programs Contract Agreement through the Byrne Memorial Fund. Through this contract, CJD agrees to provide \$103,888.00 to the Juvenile Probation Department. This represents a shift in federal funding streams from the Residential Substance Abuse Treatment (RSAT) to the Byrne Memorial Justice Assistance Grant (JAG) Program. This contract supports the goal of the Program which is to provide safe, secure, effective, individualized substance-abuse treatment, while equipping juveniles with skills needed to promote successful re-entry into the community.

Please review this item and place it on the **November 25th, 2008** Commissioner's Court agenda for their consideration and signature. If you have any questions, please contact me directly via email or phone (ext. 47110).

Thank you.

CC: Jim Connolly, Assistant County Attorney
Nisha Sharma, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Laura Rodriguez, Division Director
Sylvia Mendoza, Division Director, Financial Services
Alan Miller, Financial Analyst





State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

October 21, 2008

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants: an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken C. Nicolas".

Ken C. Nicolas
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DJ-07-A10-18122-04
Program Fund: DJ-16.738 Edward Byrne Memorial Justice Assistance Grant Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Leadership Academy (Dual Diagnosis Unit)
Grant Period: 10/01/2008 - 09/30/2009
Liquidation Date: 12/29/2009
Date Awarded: 10/21/2008
CJD Grant Manager: Judy Switzer

CJD Award Amount:	\$103,888.00
Grantee Cash Match:	\$0.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$103,888.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

- 1 Future funding for this project may not be available. Please seek other sources of financial support
- 2 Future funding for this project may not be available. Please seek other sources of financial support



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Angie Martin, Director of Programs and Grant Administration
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: October 21, 2008

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports will be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded
Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report should be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or a state warrant.

Generated Program Income – Any income generated as a direct result of the grant activities should be reported to CJD through the Financial Status Report and grant adjustment processes. Program income should be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award should be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds should be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees should immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees shall notify the local prosecutor's office of any possible criminal violations. Grantees should immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees will submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees should readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee should make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/divisions/stategrants/guidelines>. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds should be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil and/or criminal penalties. Please contact us if you have any questions about supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees should follow their established policy and best practices for procuring goods and/or services with grant funds. Contracts should be routinely monitored for delivery of services and/or goods. When a contractual or equipment procurement is in excess of \$100,000, grantees will submit a Procurement Questionnaire <http://www.governor.state.tx.us/divisions/cjd/formsapps/view> to CJD for approval prior to procurement.

Travel – Grantees should follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee will use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD should comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees should take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

GRANT SUMMARY SHEET

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

Department/Division:	District Attorney's Office
Contact Person/Title:	Vicki Skinner, Director of Administration
Phone Number:	854-9522

Grant Title:	Project Safe Neighborhoods		
Grant Period:	From: 9/1/2008	To: 8/31/2009	
Grantor:	Office of the Attorney General (OAG) from federal funds awarded to the OAG by the Bureau of Justice Assistance		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	48,518					48,518
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	48,518	0	0	0	0	48,518
FTEs:	0.48					0.48

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

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						
# of firearm cases reviewed by grant ADA	110					156
% of total state firearm cases prosecuted by grant ADA	30%					50%
Measures For Grant						
% of federally declined firearm cases reviewed for state prosecution	80%					90%

Outcome Impact Description	Please note that the # of offenses committed with a firearm in Travis County is tracked for the grant by calendar year and the goal of the federal grant is to reduce these offenses each year. However, only one prosecutor is funded through the grant in Travis County to work on both state and federal cases. Because of all the factors contributing to offenses committed with a firearm, a reduction may not result.					
reduction in homicides committed with a firearm						
Outcome Impact Description	See above note.					
reduction in combined homicides, aggravated assaults and robberies committed with a firearm						
Outcome Impact Description	See above note.					

PBO Recommendation:

This is the grant contract for the FY09 Project Safe Neighborhoods grant. This award, in combination with the supplemental FY08 award, will fund the program for one more year. This grant has no General Fund match nor is there a requirement to continue to the program if funding is discontinued. PBO recommends approval of this grant contract. The contract has been reviewed by the County Auditor and County Attorney.

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

The District Attorney's Office applied for a grant to extend funding for an assistant district attorney (ADA) position cross-designated as a special assistant United States attorney (SAUSA) for the United States Federal District Courts for the Western District of Texas. The ADA works solely on the prosecution of crimes involving the unlawful use or possession of firearms in cooperation with local law enforcement agencies and the Office of the United States Attorney for the Western District of Texas. The Travis County District Attorney's Office has participated in this federal initiative since April, 2001. A Texas Exile grant provided the ADA funding until 2004 when it was taken over by the Project Safe Neighborhoods (PSN) program.

The U.S. Attorney's Office notified the District Attorney's Office that funding to continue an ADA through FY09 will be provided through two grant awards: (1) a new grant (0910927) for \$48,518 which is listed in this grant summary form and (2) a supplemental award to an existing grant (0806067) for \$51,482 which is listed on a separate grant summary form.

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

None

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

No County match is required. However, federal guidelines only allow the grant to pay for leave the assistant district attorney (ADA) takes if the time had been accrued while he/she is assigned to the grant program. If the ADA takes leave that was accrued prior to assignment to the grant, the leave will be paid out of the District Attorney's Office General Fund budget. No additional funds are requested.

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

Only salary and fringe benefits are allowed in the grant.

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.

There is no County commitment to funding an ADA assigned solely to firearms cases if grant funding is not available.

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

This is not a new program. Please see #1 for description.

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

This project is directly tied to the following goals and objectives in the Strategic Plan of the District Attorney's office:

Goal: Improve the administration of justice.

Objectives: Foster collaboration with all justice-related agencies, volunteer organizations, service providers and organizations.
Employ innovative programs and alternatives to complement traditional prosecution.
Build on the experiences of initiatives in other jurisdictions.

Goal: Improve the quality of case preparation.

Objective: Increase the interaction/communication with law enforcement agencies.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

STATEMENT OF GRANT AWARD

Grantee: 0910927
Grant Number: Travis County District Attorney's Office
Grant Period: 09/01/08 – 08/31/09
Grant Title: Project Safe Neighborhoods
Award Amount: \$48,518

AWARD AND ACCEPTANCE

On behalf of the Project Safe Neighborhoods/Anti-Gang Task Force appointed by the Honorable Johnny Sutton, U.S. Attorney for the Western District of Texas, Attorney General Greg Abbott, as fiscal agent is pleased to award Grantee a subgrant of federal funds for the public purposes as defined in the Grant No. 2004-GP-CX-0572 awarded to the OAG by the Bureau of Justice Assistance, and Grantee's *Grant Application*. This grant is subject to Grantee's acceptance, compliance and satisfaction of all terms, requirements, obligations, and performances in this *Statement of Grant Award*, and *Notice of Acceptance*. Further this grant is conditioned upon the return of a properly executed *Notice of Acceptance*. Grant No. 2004-GP-CX-0572, Grantee's *Grant Application*, and the *Notice of Acceptance* are incorporated herein by reference and made a part of this *Statement of Grant Award*.

GRANTEE REIMBURSEMENT

All grantee reimbursement shall be submitted to the Office of the Attorney General, to the attention of the OAG Grants Coordinator. Payments made pursuant to this grant shall be for reimbursement of costs on a monthly basis. Grantee agrees to submit the invoice provided by the OAG completed and signed by both the project director and the financial officer, supportive documentation including a copy of the detailed monthly time sheet for time worked on the grant project executed by the employee and the supervisor of said employee (as required by UGMS, Attachment B, Section 11, Subsection h), a copy of a paid invoice for any equipment purchases, as well as any other relevant documentation required to document the request and to certify its validity. Reimbursement will not be made without requisite documentation or until all special conditions outlined on the Statement of Grant Award have been satisfied.

GRANT ADJUSTMENTS

Any change to the approved grant including budget or narrative changes requires a written grant adjustment. Grantee shall submit written requests for grant adjustments to the Office of the Attorney General, to the attention of the OAG Grants Coordinator.

SPECIAL CONDITIONS/REQUIREMENTS:

This award is subject to Grantee's agreement to and satisfaction of all Special Conditions, Certifications Regarding Lobbying Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements which are attached hereto and incorporated herein by reference and made a part of this *Statement of Grant Award*.

Eric J.R. Nichols
Deputy Attorney General for Criminal Justice

Attorney General Greg Abbott or his Designee

10/24/08
Award Date



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Grant Number: 0910927
Grantee: Travis County District Attorney's Office
Program: Project Safe Neighborhoods
Grant Period: 9/01/08 – 8/31/09
Award Amount: \$48,518

THIS ACCEPTANCE NOTICE MUST BE SIGNED AND RETURNED PRIOR TO ANY FUNDS BECOMING AVAILABLE. RETURN TO THE FOLLOWING ADDRESS:

Office of the Attorney General
P.O. Box 12548
Mail Code - 048
Austin, Texas 78711
Attn: Natalie Brown

The authorized official, financial officer, and project director, referred to below as grantee officials, for this grant project must read the following and indicate agreement by signing this acceptance notice below:

- By signing this agreement, the authorized official for the grantee certifies that he is authorized by the applicable governing body to accept, decline, or terminate this grant on behalf of the grantee.
- By signing below the grantee officials accept the grant award and all special conditions and assurances.
- The grantee officials agree to the terms of the grant. The terms, requirements, obligations, performances, and attachments to in the Statement of Grant Award are incorporated herein by reference and made a part of this Notice of Acceptance.
- The grantee officials agree that none of the grant funds will be used to influence the outcome of any election, the passage or defeat of legislation, or the funding of any grant.
- It is understood that a violation of any term of the grant will result in the Office of the Attorney General placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, and/or requiring reimbursement for funds already spent.
- The grantee officials understand that they must satisfy all special conditions placed on this grant before receiving any funds.
- Grantee agrees that where unallowable costs have been claimed and reimbursed, the disallowed portion will be refunded to the OAG using one of the following methods: (a) a cash refund, (b) offset to a subsequent claim, or (c) credits to the amounts charged to the award.

<p><u>Signature of Project Director</u></p> <p><u>Rosemary Lehmborg</u> Name (Printed)</p> <p><u>First Asst. District Attorney</u> <u>District Attorney Elect</u> Title</p> <p><u>P.O. Box 1748</u> Agency Mailing Address</p> <p><u>Austin, TX 78767</u> City/Zip Code</p> <p><u>854-9400/854-9789</u> Telephone and Fax Numbers</p> <p><u>Rosemary.Lehmborg@co.travis.tx.us</u> E-Mail Address</p>	<p><u>Signature of Financial Officer</u></p> <p><u>Susan Spataro</u> Name (Printed)</p> <p><u>Travis County Auditor</u> Title</p> <p><u>P.O. Box 1748</u> Agency Mailing Address</p> <p><u>Austin, TX 78767</u> City/Zip Code</p> <p><u>854-9125/854-9164</u> Telephone and Fax Numbers</p> <p><u>Susan.Spataro@co.travis.tx.us</u> E-Mail Address</p>	<p><u>Signature of Authorized Official</u></p> <p><u>Samuel T. Biscoe</u> Name (Printed)</p> <p><u>Travis County Judge</u> Title</p> <p><u>P.O. Box 1748</u> Agency Mailing Address</p> <p><u>Austin, TX 78767</u> City/Zip Code</p> <p><u>854-9555/854-9535</u> Telephone and Fax Numbers</p> <p><u>Sam.Biscoe@co.travis.tx.us</u> E-Mail Address</p>
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FY2008 Detailed Budget Project Safe Neighborhoods/Anti-Gang Initiative

Grantee: Travis County District Attorney's Office	
Grant #: 910927	
Amount Awarded: \$48,518	
Grant Period: 9/1/08 - 8/31/09	
	Total FY 08 Award
Salary*	
Prosecutor	\$38,204
Salary Total	\$38,204
Fringe	
Prosecutor	\$10,314
Fringe Total	\$10,314
Professional & Contractual Services**	
None	\$0
Professional & Contractual Services Total	\$0
Travel	
None	\$0
Travel Total	\$0
Equipment***	
None	\$0
Equipment Total	\$0
Supplies	
None	\$0
Supplies Total	\$0
Total Budget	\$48,518

The approved budget summary is based on line items in the application. Any changes to the line items must to be submitted to the Grants Coordinator and receive prior approval.

- * Time sheets must accompany all invoices with salary requested.
- ** A copy of all contracts must be submitted.
- *** A copy of receipts must accompany all invoices with equipment requested.

Special Instructions

Conditions - Requirements - Assurances

We at the Office of Texas Attorney General and at the Office of Civil Rights, Department of Justice are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits Office of Texas Attorney General from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to the Office of Civil Rights, Department of Justice.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

(1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to Office of Civil Rights, Department of Justice. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

(2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call Office of Civil Rights, Department of Justice at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

SPECIAL CONDITIONS and REQUIREMENTS

1. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 20 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. The specific elements to be collected in the reports and the format will be determined by OAG and BJA.
2. The recipient agrees to comply with the financial, administrative, and reporting requirements set forth in the current edition(s) of the Office of Justice Programs (OJP) Financial Guide, applicable OMB Circulars, the Uniform Grant and Contract Management Act (TEX. GOV'T CODE §§ 783.001-.010), the Governor's Office published rules relating to the Uniform Grant and Contract Management Standards (at 1 TAC §§ 5.141- .167), the Governor's Office U n i f o r m G r a n t M a n a g e m e n t S t a n d a r d s (http://www.governor.state.tx.us/Budget/budget_guidelines.html), and General Appropriations Act, 79th Leg., Reg. Sess., S.B. 1, art. IX, § 6.20. Grant Restriction (2005). Each of the foregoing documents is incorporated herein by reference and made a part of this Statement of Grant Award.
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
4. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."
7. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23

- to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
8. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
 9. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
 10. The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives (such as Weed & Seed and ATF's Youth Crime Gun Interdiction Initiative), and other ongoing, local gun prosecution and law enforcement strategies.
 11. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2004-GP-CX-0572 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
 12. The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods and Anti-Gang Initiative media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.
 13. Right to Audit. (TEX. GOV'T CODE § 2262.003). Grantee understands that acceptance of funds under this Statement of Grant Award, acts as acceptance of the authority of the State Auditor's Office, the OAG, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's office, the OAG, or its successor in the conduct of the audit or investigation,

including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards. Grantee will reimburse the State of Texas for all costs associated with enforcing this provision.

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

Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," 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 an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (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 sub-recipients 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 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

- 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.
- 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 grantee'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 grantee'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 grant 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 grant, 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, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (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 paragraphs (a), (b), (c), (d), (e), and (f)

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

Signature and Title of Authorized Official

Date

STANDARD ASSURANCES

The Grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The grantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency, the Bureau of Justice Assistance, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency and the Bureau of Justice Assistance, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency and the Bureau of Justice Assistance (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974(16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced asa result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature and Title of Authorized Official

Date

GRANT SUMMARY SHEET

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

Department/Division:	District Attorney's Office
Contact Person/Title:	Vicki Skinner, Director of Administration
Phone Number:	854-9522

Grant Title:	Project Safe Neighborhoods		
Grant Period:	From: 9/1/2007	To: 8/31/2010	
Grantor:	Office of the Attorney General (OAG) from federal funds awarded to the OAG by the Bureau of Justice Assistance		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	51,482					51,482
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	51,482	0	0	0	0	51,482
FTEs:	0.52					0.52

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

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						
# of firearm cases reviewed by grant ADA	110					156
% of total state firearm cases prosecuted by grant ADA	30%					50%
Measures For Grant						
% of federally declined firearm cases reviewed for state prosecution	80%					90%

Outcome Impact Description	Please note that the # of offenses committed with a firearm in Travis County is tracked for the grant by calendar year and the goal of the federal grant is to reduce these offenses nationwide each year. However, only one prosecutor is funded through the grant in Travis County to work on both state and federal cases. Because of all the factors contributing to offenses committed with a firearm, a reduction may not result.					
reduction in homicides committed with a firearm						
Outcome Impact Description	See above note.					
reduction in combined homicides, aggravated assaults and robberies committed with a firearm.						
Outcome Impact Description	See above note.					

PBO Recommendation:

This is a supplemental award to the FY08 PSN grant. This award, in combination with the new FY09 award, will fund the program for one more year. This grant has no General Fund match nor is there a requirement to continue to the program if funding is discontinued. PBO recommends approval of this grant contract. The contract has been reviewed by the County Auditor and County Attorney.

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

The District Attorney's Office applied for a grant to extend funding for an assistant district attorney (ADA) position cross-designated as a special assistant United States attorney (SAUSA) for the United States Federal District Courts for the Western District of Texas. The ADA works solely on the prosecution of crimes involving the unlawful use or possession of firearms in cooperation with local law enforcement agencies and the Office of the United States Attorney for the Western District of Texas. The Travis County District Attorney's Office has participated in this federal initiative since April, 2001. A Texas Exile grant provided the ADA funding until 2004 when it was taken over by the Project Safe Neighborhoods (PSN) program.

The U.S. Attorney's Office notified the District Attorney's Office that funding to continue an ADA through FY09 will be provided through two grant awards: (1) a supplemental award to an existing grant (08060067) for \$51,482 which is listed on this grant summary form and (2) a new grant (0910927) for \$48,518 which is listed on a separate grant summary form.

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

None

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

No County match is required. However, federal guidelines only allow the grant to pay for leave the assistant district attorney (ADA) takes if the time had been accrued while he/she is assigned to the grant program. If the ADA takes leave that was accrued prior to assignment to the grant, the leave will be paid out of the District Attorney's Office General Fund budget. No additional funds are requested.

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

Only salary and fringe benefits are allowed in the grant.

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.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

STATEMENT OF SUPPLEMENTAL GRANT AWARD

Grantee: Travis County District Attorney's Office
Grant Number: 0806067
Grant Period: 09/01/07 – 08/31/10
Grant Title: Project Safe Neighborhoods
Previous Award Amount: \$95,000
Adjusted Award Amount: \$146,482

AWARD AND ACCEPTANCE

On behalf of the Project Safe Neighborhoods/Anti-Gang Task Force appointed by the Honorable Johnny Sutton, U.S. Attorney for the Western District of Texas, Attorney General Greg Abbott, as fiscal agent is pleased to award Grantee a subgrant of federal funds for the public purposes as defined in the Grant No. 2007-GP-CX-0059 awarded to the OAG by the Bureau of Justice Assistance, and Grantee's *Grant Application*. This grant is subject to Grantee's acceptance, compliance and satisfaction of all terms, requirements, obligations, and performances in this *Statement of Grant Award*, and *Notice of Acceptance*. Further this grant is conditioned upon the return of a properly executed *Notice of Acceptance*. Grant No. 2007-GP-CX-0059, Grantee's *Grant Application*, and the *Notice of Acceptance* are incorporated herein by reference and made a part of this *Statement of Grant Award*.

GRANTEE REIMBURSEMENT

All grantee reimbursement shall be submitted to the Office of the Attorney General, to the attention of the OAG Grants Coordinator. Payments made pursuant to this grant shall be for reimbursement of costs on a monthly basis. Grantee agrees to submit the invoice provided by the OAG completed and signed by both the project director and the financial officer, supportive documentation including a copy of the detailed monthly time sheet for time worked on the grant project executed by the employee and the supervisor of said employee (as required by UGMS, Attachment B, Section 11, Subsection h), a copy of a paid invoice for any equipment purchases, as well as any other relevant documentation required to document the request and to certify its validity. Reimbursement will not be made without requisite documentation or until all special conditions outlined on the Statement of Grant Award have been satisfied.

GRANT ADJUSTMENTS

Any change to the approved grant including budget or narrative changes requires a written grant adjustment. Grantee shall submit written requests for grant adjustments to the Office of the Attorney General, to the attention of the OAG Grants Coordinator.

SPECIAL CONDITIONS/REQUIREMENTS:

This award is subject to Grantee's agreement to and satisfaction of all Special Conditions, Certifications Regarding Lobbying Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements which are attached hereto and incorporated herein by reference and made a part of this *Statement of Grant Award*.

Eric J.R. Nichols
Deputy Attorney General for Criminal Justice

Attorney General Greg Abbott or his Designee

10/24/08
Award Date



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Grant Number: 0806067
Grantee: Travis County District Attorney's Office
Program: Project Safe Neighborhoods
Grant Period: 9/01/07 - 8/31/10
Adjusted Award: \$146,482

THIS ACCEPTANCE NOTICE MUST BE SIGNED AND RETURNED PRIOR TO ANY FUNDS BECOMING AVAILABLE. RETURN TO THE FOLLOWING ADDRESS:

Office of the Attorney General
P.O. Box 12548
Mail Code - 048
Austin, Texas 78711
Attn: Natalie Brown

The authorized official, financial officer, and project director, referred to below as grantee officials, for this grant project must read the following and indicate agreement by signing this acceptance notice below:

- By signing this agreement, the authorized official for the grantee certifies that he is authorized by the applicable governing body to accept, decline, or terminate this grant on behalf of the grantee.
- By signing below the grantee officials accept the grant award and all special conditions and assurances.
- The grantee officials agree to the terms of the grant. The terms, requirements, obligations, performances, and attachments to in the Statement of Grant Award are incorporated herein by reference and made a part of this Notice of Acceptance.
- The grantee officials agree that none of the grant funds will be used to influence the outcome of any election, the passage or defeat of legislation, or the funding of any grant.
- It is understood that a violation of any term of the grant will result in the Office of the Attorney General placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, and/or requiring reimbursement for funds already spent.
- The grantee officials understand that they must satisfy all special conditions placed on this grant before receiving any funds.
- Grantee agrees that where unallowable costs have been claimed and reimbursed, the disallowed portion will be refunded to the OAG using one of the following methods: (a) a cash refund, (b) offset to a subsequent claim, or (c) credits to the amounts charged to the award.

Signature of Project Director

Rosemary Lehmborg
Name (Printed)
First Asst. District Attorney
District Attorney Elect
Title

P.O. Box 1748
Agency Mailing Address

Austin, Tx 78767
City/Zip Code

854-9400/854-9789
Telephone and Fax Numbers

Rosemary.Lehmborg@co.travis.tx.us
E-Mail Address

Signature of Financial Officer

Susan Spataro
Name (Printed)
Travis County Auditor
Title

P.O. Box 1748
Agency Mailing Address

Austin, TX 78767
City/Zip Code

854-9125/854-9164
Telephone and Fax Numbers

Susan.Spataro@co.travis.tx.us
E-Mail Address

Signature of Authorized Official

Samuel T. Biscoe
Name (Printed)
Travis County Judge
Title

P.O. Box 1748
Agency Mailing Address

Austin, TX 78767
City/Zip Code

854-9555/854-9535
Telephone and Fax Numbers

Sam.Biscoe@co.travis.tx.us
E-Mail Address

**FY2007 Detailed Budget
Project Safe Neighborhoods Initiative**

Travis County District Attorney's Office

Grantee:	Travis County District Attorney's Office		
Grant #:	0806067		
Amount Awarded:	\$146,482		
Grant Period:	9/1/07 - 8/31/10		
	Previous Budget	Supplemental Award	Total FY 07 Award
Salary*	\$75,000	\$40,314	\$115,314
Prosecutor	\$75,000	\$40,314	\$115,314
	Salary Total		
Fringe	\$20,000	\$11,168	\$31,168
Prosecutor	\$20,000	\$11,168	\$31,168
	Fringe Total		
Professional & Contractual Services**	\$0	\$0	\$0
None	\$0	\$0	\$0
Professional & Contractual Services Total			
Travel	\$0	\$0	\$0
None	\$0	\$0	\$0
	Travel Total		
Equipment***	\$0	\$0	\$0
None	\$0	\$0	\$0
	Equipment Total		
Supplies	\$0	\$0	\$0
None	\$0	\$0	\$0
	Supplies Total		
Total Budget	\$95,000	\$51,482	\$146,482

The approved budget summary is based on line items in the application. Any changes to the line items must to be submitted to the Grants Coordinator and receive prior approval.

* Time sheets must accompany all invoices with salary requested.
 ** A copy of all contracts must be submitted.
 *** A copy of receipts must accompany all invoices with equipment requested.

Special Instructions Conditions - Requirements - Assurances

We at the Office of Texas Attorney General and at the Office of Civil Rights, Department of Justice are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits Office of Texas Attorney General from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to the Office of Civil Rights, Department of Justice.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

(1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but does not have to submit the

EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or you organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to Office of Civil Rights, Department of Justice. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

(2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call Office of Civil Rights, Department of Justice at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

SPECIAL CONDITIONS and REQUIREMENTS

1. The recipient agrees to comply with the financial, administrative, and reporting requirements set forth in the current edition(s) of the Office of Justice Programs (OJP) Financial Guide and the Bureau of Justice Assistance's Financial Guide, applicable OMB Circulars, the Uniform Grant and Contract Management Act (TEX. GOV'T CODE §§ 783.001-.010), the Governor's Office published rules relating to the Uniform Grant and Contract Management Standards (at 1 TAC §§ 5.141- .167), the Governor's Office Uniform Grant Management Standards (http://www.governor.state.tx.us/Budget/budget_guidelines.html), and General Appropriations Act, 79th Leg., Reg. Sess., S.B. 1, art. IX, § 6.20. Grant Restriction (2005). Each of the foregoing documents is incorporated herein by reference and made a part of this Statement of Grant Award.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 20 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. The specific elements to be collected in the reports and the format will be determined by OAG and BJA.
6. The recipient agrees to submit to the OAG and BJA for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least forty-five (45) working days prior to the targeted dissemination date.
7. The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives (such as Weed & Seed and ATF's Youth Crime Gun Interdiction Initiative), and other ongoing, local gun prosecution and law enforcement strategies.
8. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice

Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
11. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
12. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
13. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable.
Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
14. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."
15. The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods and Anti-Gang Initiative media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the

development of media-related outreach projects.

16. Right to Audit. (TEX. GOV'T CODE § 2262.003). Grantee understands that acceptance of funds under this Statement of Grant Award, acts as acceptance of the authority of the State Auditor's Office, the OAG, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's office, the OAG, or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards. Grantee will reimburse the State of Texas for all costs associated with enforcing this provision.

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

Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," 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 an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- 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 grantee'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 grant 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 grant, 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, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 - (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 paragraphs (a), (b), (c), (d), (e), and (f)

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

Signature and Title of Authorized Official

Date

STANDARD ASSURANCES

The Grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The grantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency, the Bureau of Justice Assistance, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency and the Bureau of Justice Assistance, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency and the Bureau of Justice Assistance (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature and Title of Authorized Official

Date

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Counseling & Education Services
Contact Person/Title:	Caryl Colburn, Counseling & Education Services Director
Phone Number:	854-4618

Grant Title:	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program		
Grant Period:	From:	10/1/2008	To: 9/30/2010
Grantor:	Office on Violence Against Women (OVW) Safe Havens		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	16,536					16,536
Operating:	183,464					183,464
Capital Equipment:						0
Indirect Costs:						0
Total:	200,000	0	0	0	0	200,000
FTEs:						0.00

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

Performance Measures Applicable Depart. Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Facilitate focus groups with victims of domestic violence, both adults and children, DV service providers, and court-related personnel to identify barriers to accessing visitation services, and implement solutions to those specific barriers	5					N/A

46

Creation of Community Assessment Report to: <input type="checkbox"/> Assess current court ordered processes for visitation services <input type="checkbox"/> Identify and resolve systematic challenges and barriers facing victims of domestic violence, sexual assault, child abuse, and stalking <input type="checkbox"/> Outlines best practices for visitation services in our community <input type="checkbox"/> Increase cultural competency of Kids Exchange programs <input type="checkbox"/> Identify opportunities to increase communication between local service providers and the courts <input type="checkbox"/> Develop a Referral System	Completed by end of FY09					N/A
# of Consulting Committee meetings & Advisory Committee meetings to develop the Safe Havens Program	12					12
Measures For Grant						
Develop operating policies and procedures that are consistent with the Guiding Principles of the Supervised Visitation Program, as well as satisfying specific local concerns	Complete by August 1, 2009					N/A
Outcome Impact Description						
% of all victims surveyed stating that they need to feel safer and more supported during supervised visitations and exchanges in Travis Co.	80%					N/A
Outcome Impact Description						

% of all Referral Sources for supervised visitation and safe exchange stating that there is a need for increased communication with providers and a better referral system	75%					N/A
Outcome Impact Description						

PBO Recommendation:

Counseling and Educations services is requesting a change in the budget and scope of service in their Safe Havens Grant from the Office of Violence Against Women. The revised budget is attached- the overall award did not change. Please see Caryl Colburn's attached memo for more detail PBO recommends approval of these changes. Please note that performance measures have been revised.

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 awarded a grant for \$200,000, over a period of two years, from the U. S. Department of Justice Office of Violence Against Women Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The purpose of the grant is to provide supervised visitation and safe exchange of children by and between parents in situations involving domestic violence while also protecting children and adult victims from further trauma or violence.

The Kids Exchange program has been providing this service in Travis County since 1985. In 2005 Kids Exchange merged with the Youth and Family Alliance, Inc. dba LifeWorks. However, LifeWorks as of 9/30/08, no longer provides Kids Exchange services. Therefore, Travis County will utilize the first year planning phase of the Safe Havens Grant to create the Safe Havens Advisory Committee and create a plan that will develop capacity for visitation services specifically for family violence cases and allow for competent, culturally sensitive services for this population. In the interim, the Travis County Domestic Relations Office will develop private, individual providers and use its budget appropriations to purchases visitation services.

The Safe Havens: Supervised Visitation and Safe Exchange Program is a two year planning cooperative agreement that will enable Travis County to assemble a coordinated community response to the need for a safe supervised visitation and safe exchange program. This plan will specifically respond to the particular needs of families experiencing domestic & dating violence, child abuse, sexual assault and stalking.

This focus on family violence fits in well with the current activities of the Counseling & Education Services department which provides family violence assessments for the Travis County Courts at Law and is an active member of the Austin/Travis County Family Violence Task Force. If this grant is awarded it will increase community collaboration through the creation of a Memorandum of Understanding (MOU) with relevant community partners and an Advisory Committee to plan and develop effective responses to violence against women. The MOU and Advisory Board will include membership from: The Travis County Attorney's Office, Travis County Counseling and Education Services, Travis County Sheriff's Office, SafePlace, Domestic Relations Office, Austin Police Department Victim Services, Travis County Adult Probation, Travis County District Attorney's Office, Precinct 5 Constable's Office, Family Court Judges, Office of the Attorney General Child Support Division, Austin Bar Association Family Law Section, Center for Child Protection and other community agencies that provide services to victims of family violence.

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

The grant award is \$200,000 over a two-year period. The Grant Summary Sheet shows the funding for the first year with all of the subcontractor funds under "Operating".

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 financial match required of Travis County.

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

There is no indirect cost allocation required of Travis County.

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.

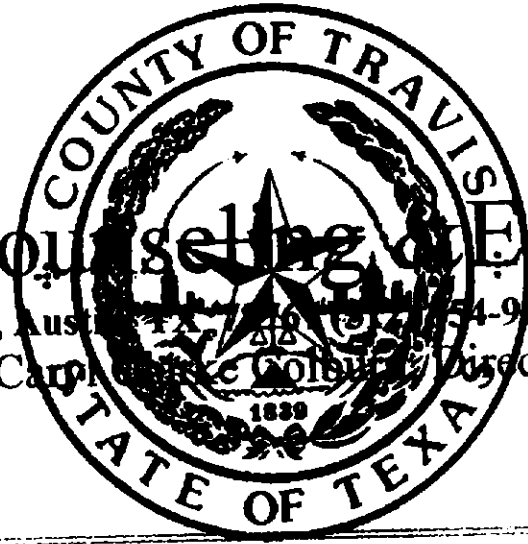
A safe supervised visitation and exchange program will continue to exist regardless of the discontinuance of grant funding. The future funding mechanism will be determined as part of the planning and development phase and will most likely involve (1) requesting additional funding, and not (2) using departmental resources.

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

The County is already involved in contracting with providers who offer the service of supervised visitation and exchange. The grant will enable Travis County to plan and develop enhanced services in light of LifeWorks no longer administrating Kids Exchange. The plan will strengthen services to respond to the particular needs of families experiencing domestic violence.

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 grant fits in well with the Mission of the Counseling & Education Services (CES) department. Promoting public safety is one of the critical elements of our mission, as well as, working to decrease the amount of family violence in Travis County by providing comprehensive assessment recommendations for appropriate intervention. CES will have increased performance measures in the development of programs aimed at decreasing domestic violence in Travis County.



Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78768-1748; Phone 854-9540; Fax 854-9146
Caryl Colburn, Director

MEMORANDUM

TO: KATIE PETERSEN GIBSON, PLANNING AND BUDGET ANALYST
FROM: CARYL COLBURN, CES DIRECTOR
THROUGH: ROGER JEFFERIES, JUSTICE AND PUBLIC SAFETY EXECUTIVE MANAGER 
SUBJECT: REVISION OF OVW SAFE HAVENS GRANT BUDGET AND SCOPE OF SERVICE
DATE: NOVEMBER 18, 2009

On 11/04/08 Travis County Commissioners Court approved an award for \$200,000 from the Department of Justice, Office on Violence Against Women (OVW) for a Safe Havens: Supervised Visitation and Exchange Grant Program. This amount was a reduction of what Travis County had originally requested of OVW (\$400,000).

Due to the change in amount and scope of the grant, the administrating department, Counseling and Education Services, is required to submit a revised scope of service and budget to the OVW. The change in scope went from a three year planning *and* implementation grant to a two year planning *only* grant. A revised Grant Summary Sheet with new performance measures has also been included. The revised scope, budget and Grant Summary Sheet are being submitted to the Commissioners Court for approval before being sent to the OVW (Please see Attachment A & B).

**Budget Summary
24 Month Period
9/1/2008 to 8/31/2010**

Budget Category	OVW Requested Amounts		Grand Total
	Planning Period - 4 months	Year 2	
A. Personnel	<u>4,556</u>	<u>4,832</u>	
B. Fringe Benefits	<u>1,179</u>	<u>1,250</u>	
C. Travel	<u>25,176</u>	<u>25,176</u>	
D. Equipment	<u>1,600</u>	<u>-</u>	
E. Supplies	<u>6,876</u>	<u>3,126</u>	
F. Construction			
G. Consultants/Contracts	<u>52,750</u>	<u>48,850</u>	<u>117,100</u>
H. Other	<u>900</u>	<u>900</u>	<u>-</u>
Total Direct Costs	<u>93,037</u>	<u>84,134</u>	<u>117,100</u>
I. Indirect Costs	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL PROJECT COSTS	<u>93,037</u>	<u>84,133</u>	<u>200,000</u>
Federal Request	<u>93,037</u>	<u>84,133</u>	<u>200,000</u>
Non-Federal Amount			

24 Month Period
9/1/2008 to 8/31/2010

Since 1985, Kids Exchange, Travis County has provided safe exchange & visitation services to the Courts. In 2005, Kids Exchange merged with The Youth and Family Alliance Inc., dba LifeWorks. LifeWorks recently announced that as of 9/30/08 LifeWorks will no longer offer Kids Exchange services. Therefore, Travis County will utilize the two year Safe Havens Grant planning grant to assemble a coordinated community response to create a plan that will build upon the success and challenges of the previous center. A major challenge is the rapid demographic changes in the community, especially the growing Spanish speaking immigrant population. The Travis County District Courts have been challenged to seek options for supervised visitation and safe exchange that can meet the needs of their expanding and increasingly diverse case loads. The Safe Havens cooperative agreement will allow Travis County to establish a Safe Havens Collaborative Advisory Committee and work collaboratively with all partners involved in supervision and visitation exchanges to create a plan to meet the needs of the community.

A. Personnel	Director of TCCES, 5% of \$98,300 Annual	OVW Cost	Matching		Project
CJP Planner, Sr. (eval. staff), 10% of \$41,348 x 24mos.					
Accounting Staff, 10% of \$36,000 annual salary x 24 months			4,135	4,135	
Office Specialist Sr., @ \$13.25/hr. for 10 hrs./week x 24 mos.		12,720	7,200	7,200	12,720
Narrative: Travis County TCCES Director, Accounting staff and Criminal Justice Planning (evaluation) staff are in kind resources from Travis County. An Office Specialist, Sr. will be hired on a part time basis and will be responsible for administrative duties such as preparing agendas, taking and distributing minutes for the Advisory Committee meetings, helping the Program Coordinator to prepare the community needs assessment and focus groups and other administrative duties related to the Collaboration. They will also provide support to the Travis County Safe Havens Collaboration Program Director, Accounting Staff and Criminal Justice Planning staff for analysis and evaluation. The Office Specialist, Sr. will office at the CJP Dept.					
Fringe Total	County Personnel Fringe Benefits @ 30%	3,816		6,350	10,166

54

Personnel Total	16,536	27,515	44,051
Annual Full Time Equivalents			

C. Travel	Required OVV Travel and Training		
	Airfare(\$550/trip x 6 trips x 6 people	19,800	
	Hotel (209/night x 18 nights x 6 people)	22,572	
	Per Diem \$48 1st and last day x18 days x 6 people plus \$64 x 6 days x 6 people	5,760	
	Ground Transportation (6 trips @ \$50/person x 6 persons)	1,868	
Travel Total	50,000	50,000	
D. Equipment	Two laptop computers and accessories @ \$2,000		
	Equipment Total:	4,000	4,000
	Narrative: The computers will be used by the Program Coordinator and the Office Specialist, Sr. They will be used to plan and record the results of the the community needs assessment, focus groups and maintain Advisory Committee records.		

55

E. Supplies	Routine office supplies @ \$25 x 24 months	600	600
	Supplies for support of focus groups: outreach, incentives, supplies, snacks (\$1,000/ focus group x 5 focus groups)	5,000	5,000
	Assimilation and distribution of Assessment reports	1,154	1,154
	Materials for focus group participants	2,000	2,000
	Materials for staff and project partners \$5 per set x 50 sets	250	250
	Snacks for Advisory Committee \$50 per month x 24months	1,200	1,200
Supplies Total		10,204	10,204

25

Narrative: During this planning project, a community needs assessment will be conducted in order to provide an evaluation of the current safe exchange options, best practices and recommendations for Travis County. Focus groups and community meetings will be held to help identifying the systemic barriers and challenges for victims of domestic violence who are in need of safe visitation and exchange programs. In order to make these successful, there will need to be outreach, materials, food, and rooms secured, and incentives for the participants, all of which have costs that will be incurred. In addition, there will be a community assessment that will provide an evaluation of the current safe exchange options, best practices and recommendations for Travis County. Training materials for project partners will be developed and produced. Snacks will be provided for the Advisory Committee members to encourage attendance.

F. Construction

G. Consultants/Contracts

Private Providers **Travis County will contract for the Program Coordinator:**

Program Coordinator **Program Coordinator: 1) Coordination of the Safe Havens Collaboration - Responsible for Advisory Committee meetings, support materials, facilitation and follow up x 24 months. Oversight of OVW due dates for reports, travel registration, etc. Program coordinator will also oversee the community needs assessment, focus groups and ensure the creation of visitation center protocols, policies, procedures and safety guidelines - Daily fee of \$450 x 8 days per month = \$43,200 Year One. Daily Fee \$450 x 8 days per month = \$43,200 Year Two.**

86,400

86,400

Jane Doe

2) Creation of a community assessment report that assesses the current court ordered process for visitation and exchange services, reviews systemic challenges and barriers that prevent victims of domestic violence from accessing supervised visitation and exchange programs, outlines best practices and provides recommendations for serving this population in this community. Daily Fee \$450 x 28days = \$12,600 (Year 1)

12,600

12,600

25

Jane Doe	4) facilitation of focus groups with victims of domestic violence and with service providers, and court related personnel (approximately 10 focus groups facilitation, preparation and report) (Year 1)	10,000	10,000
SafePlace	Domestic Violence Trainer - \$450 per day x nine training sessions + nine planning days (Year 2)	8,100	8,100
Consultants/Contracts Total		117,100	117,100
<p>Narrative: Travis County will contract with a Project Coordinator to support the work of the Safe Havens Advisory Committee and ensure that the participants are invited, meetings are held and all the meeting preparation and follow up is conducted. The Program Coordinator will also guide the group through the creation of the visitation center policies and procedures. Consultants will also be hired to research and write the assessment report and to facilitate focus groups. All the work of the consultant(s) will be conducted in close collaboration with Travis County staff and the hiring will be in compliance with Travis County's written procurement policy. In Year 2, SafePlace will develop trainings on issues related to domestic violence for the project partners.</p>			

H. Other	Printing/reproduction \$90 per mo. X 24 months (Years 1 & 2)	2,160	2,160
Total Direct Costs		200,000	

I. Indirect	
Grant Total	200,000



Department of Justice
Office on Violence Against Women

September 18, 2008

Washington, D.C. 20531

The Honorable Samuel T. Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767

Dear Judge Biscoe:

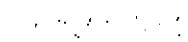
On behalf of Attorney General Michael B. Mukasey, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Safe Havens: Supervised Visitation and Exchange Program in the amount of \$200,000 for County of Travis. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This cooperative agreement, made under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program, is to support supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault and stalking.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Michelle B. Dodge at (202) 353-7345. For financial questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,



Cindy Dyer
Director, Office on Violence Against Women

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 18, 2008

The Honorable Samuel T. Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767

Dear Judge Biscoe:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations: Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO Plan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

62



Department of Justice
Office on Violence Against Women
Office on Violence Against Women

Cooperative Agreement

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Travis
P.O. Box 1748
Austin, TX 78767

4. AWARD NUMBER: 2008-CW-AX-K020

5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2010

BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2010

1A. GRANTEE IRS/VENDOR NO.

746000192

6. AWARD DATE 09/18/2008

7. ACTION

8. SUPPLEMENT NUMBER

00

Initial

3. PROJECT TITLE

Travis County Safe Havens Collaboration

9. PREVIOUS AWARD AMOUNT

\$ 0

10. AMOUNT OF THIS AWARD

\$ 200,000

11. TOTAL AWARD

\$ 200,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

15. METHOD OF PAYMENT

PAPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Cindy Dyer
Director, Office on Violence Against Women

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Samuel T. Biscoe
Travis County Judge

17. SIGNATURE OF APPROVING OFFICIAL

Cindy Dyer

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	A	CW	1	80	11		200000

21. CW08D00126

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

63



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 7

PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
6. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
7. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
8. The grantee agrees to submit one copy of all reports and proposed publications funded under this project not less than twenty (20) days prior to public release for OVW review. Prior review and approval of a report or publication is required if project funds are to be used to publish or distribute reports and publications developed under this grant.
9. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.

64



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 7

PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

SPECIAL CONDITIONS

10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

11. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

12. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".

13. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, forcing victims to testify against their abusers; or the placement of perpetrators in anger management programs.

14. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

65



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 4 OF 7

PROJECT NUMBER 2008-CW-AN-K020

AWARD DATE 09/18/2008

SPECIAL CONDITIONS

15. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number of supervised visitation and exchange centers supported by the program; 4) number of supervised visits between parents and children; and 5) number of supervised exchanges between parents and children.

16. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
 - 1) name of event;
 - 2) event dates;
 - 3) location of event;
 - 4) number of federal attendees;
 - 5) number of non-federal attendees;
 - 6) costs of event space, including rooms for break-out sessions;
 - 7) costs of audio visual services;
 - 8) other equipment costs (e.g., computer fees, telephone fees);
 - 9) costs of printing and distribution;
 - 10) costs of meals provided during the event;
 - 11) costs of refreshments provided during the event;
 - 12) costs of event planner;
 - 13) costs of event facilitators; and
 - 14) any other direct costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

66



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 5 OF 7

PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

SPECIAL CONDITIONS

17. The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the County of Travis and its project partners to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking. This decision reflects a strong mutual interest in increasing the safety and well-being of victims and their children during supervised visitations and safe exchanges. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.
2. Monitor program development and implementation, and fulfill an oversight function regarding the project.
3. Review and approve content and format of the materials produced in conjunction with this project.
4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.
5. Approve sites and dates of all project related activities.

67



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 6 OF 7

Cooperative Agreement

PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

SPECIAL CONDITIONS

18. RECIPIENT RESPONSIBILITIES

The County of Travis will work collaboratively, in each step of the planning and implementation phases of the project, with SafePlace and the Travis County Courts.

Recipients will:

1. Work closely with OVW in the development and implementation of this project.
2. Ensure that a multi-disciplinary team participates in project development and implementation. The multi-disciplinary team should include representatives from the grantee agency, the state or local court, and the domestic violence/sexual assault agency. Representatives will participate in the consulting committee; attend meetings and institutes, as designated by OVW; and substantially participate in the planning and implementation of visitation and exchanges services as outlined by the grant program.
3. Identify a representative of the grantee agency to serve as project coordinator. This representative will substantially participate in all aspects of the grant project; coordinate development and implementation activities; and attend meetings and institutes, as designated by OVW.
4. Send project staff and collaborative partners to meetings and institutes, as designated by the Violence Against Women Office.
5. Limit the first 12 months to planning and development activities. These activities should include, but are not limited to: identifying and implementing security procedures; establishing a consulting committee; developing operating policies and procedures; conducting a needs assessment; and developing a strategic plan to enhance collaboration and service delivery.
6. Successfully complete all first year activities before continuing with implementation activities. All first year activities must be reviewed and approved by OVW.
7. Submit a strategic plan and a budget modification for years 2 & 3 of the project to OVW for review and approval. The budget modification must be directly related to the approved strategic plan. If the strategic plan and the budget modification are approved by OVW, an official Grant Adjustment Notice (GAN) will be submitted, by the Program Specialist, releasing the remaining grant funds. Remaining grant funds will be used to implement the activities outlined in the strategic plan, in accordance with all other terms and conditions of this agreement.
8. Work cooperatively and collaboratively with the Alliance of Local Service Organizations (ALSO), OVW's technical assistance provider for the Supervised Visitation Grant Program, throughout the term of this agreement.
9. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and an opportunity for exchange and coalition building among award recipients.
10. Participate in all OVW funded technical assistance opportunities related to the Supervised Visitation Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, and site visits.
11. Allocate project funds, as designated by the OVW for allowable costs to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.

63



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 7 OF 7

PROJECT NUMBER 2008-CW-AX-K020

AWARD DATE 09/18/2008

SPECIAL CONDITIONS

19. RECIPIENT RESPONSIBILITIES continued:

12. Provide OVW with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff propose to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the Grants Management System to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.

13. Develop adequate security measures, including but not limited to, adequate facilities, procedures, and personnel capable of preventing violence, for the operation of supervised visitation programs or safe visitation exchange.

14. Ensure that grant funds will be used to support supervised visitation and safe visitation exchange of children by and between parents in situations involving domestic violence, child abuse, sexual assault, or stalking. The grantee may not use grant funds to support individual counseling, family counseling, parent education, support groups or therapeutic supervision. The grantee may not mandate victims to parent education or other program services.

15. Ensure that grant funds will not be used to provide offsite or overnight visitation services. Offsite visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside the premises of the visitation center. Overnight visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside of the normal operating hours of the visitation center.

16. Develop formal affiliations with organizations that will be able to provide services and consultation to the programs in their work with children and parents. Accordingly, grantees must establish a consulting committee that includes experts in the following fields: child abuse and neglect, mental health, batterer's intervention, law enforcement, child protection services, and advocacy for victims of domestic violence, dating violence, stalking and sexual assault.

17. Agree that if fees are charged for use of programs or services, any fees charged must be based on the income of the individuals using the programs or services, unless otherwise provided by court order.

18. Ensure that the grant project is developed and implemented in a manner that is consistent with the Guiding Principles of the Supervised Visitation Program. The Guiding Principles embody the statutory requirements and objectives of the Supervised Visitation Program. They are intended to guide practice for OVW grantees. The standards and practices included within the Guiding Principles are considered to be good practice when addressing the needs of victims and their children. Centers funded under the Supervised Visitation Program can and are encouraged to go beyond the practices outline within the Guiding Principles.

20. The grantee may not draw down funds in excess of \$100,000. The grantee may use \$50,000 to participate in OVW-sponsored training and technical assistance events and \$50,000 to engage in planning activities, as described in the Terms and Conditions of this award. The grantee may not draw down the remaining funds until all planning activities required by OVW have been satisfactorily completed and approved by OVW, and a Grant Adjustment Notice (GAN) has been issued by the Program Office.

21. The recipient may not obligate, expend or draw down funds until the Office of the Comptroller has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie R. Shiels, Environmental Coordinator

Subject: Categorical Exclusion for County of Travis

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000 (VAWA 2000) to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA 2005). Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).



Department of Justice
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2008-CW-AX-K020

PAGE 1 OF 1

This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

1. STAFF CONTACT (Name & telephone number)

Michelle B. Dodge
(202) 353-7345

2. PROJECT DIRECTOR (Name, address & telephone number)

Caryl C. Colburn
Counseling and Education Services Director
1101 Nucces
Austin, TX 78701
(512) 854-4618

3a. TITLE OF THE PROGRAM

OVW FY 08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Travis County Safe Havens Collaboration

5. NAME & ADDRESS OF GRANTEE

County of Travis
P.O. Box 1748
Austin, TX 78767

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2008 TO: 09/30/2010

8. BUDGET PERIOD

FROM: 10/01/2008 TO: 09/30/2010

9. AMOUNT OF AWARD

\$ 200,000

10. DATE OF AWARD

09/18/2008

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000 to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women Act 2005. Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

71

The County of Travis and its collaborative partners, SafePlace and the Travis County Courts, will use this 24 month cooperative agreement to develop and implement a strategic plan to provide supervised visitation and safe exchanges of children by and between parents in situations involving domestic violence, dating violence, child abuse, sexual assault, and/or stalking. Specific activities during the project period will include: 1) conducting a community needs assessment; 2) establishing a consulting committee; 3) developing a referral system; 4) increasing communication with the local courts; and 5) developing operating policies and procedures. The County of Travis will act as the fiscal and implementing agency for the grant project

CA/NCF

WS#
VS#

18

**TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST**

Please consider the following item for: Voting Session Nov. 25, 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 October 2008.
- C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies reports delivered to Commissioners on November 18, 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.

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.

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Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 25, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON BOND FOR JON WISSER TO SERVE AS VISITING TRAVIS COUNTY JUSTICE OF THE PEACE.

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 CLERK'S OFFICE
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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.



Merchants Bonding Company

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-0344

AUSTIN OFFICE
P. O. BOX 26720
AUSTIN, TEXAS 78755
(512) 343-9033
FAX (512) 343-8363

TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE

THE STATE OF TEXAS

County of Travis

Bond No. TX 625529

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Jon Wisser, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 7th day of November, 2008, duly Appointed to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term of 4 year(s), commencing on the 7th day of November, 2008.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 10th day of November, 2008.

Jon Wisser Principal

By: Jon Wisser

Merchants Bonding Company (Mutual)

By: [Signature] Carla D. White Attorney-in-Fact

RECEIVED JP FIV. TRAVIS COUNTY 2008 NOV 17 AM 9:20

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of

Before me, Jon Wisser, a notary public, on this day personally appeared Jon Wisser known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at this day of

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS } ss
County of _____

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____

County Court _____ County _____ County Judge,
_____ County, Texas

THE STATE OF TEXAS } ss
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk

By _____ Deputy _____ County Court _____ County

Merchants Bonding Company (Mutual)

POWER OF ATTORNEY

Bond #: TX 625529

Know All Persons By These Presents. that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Carla D. White

of **BEAUMONT** and State of **TX** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of.

FIFTY THOUSAND (\$50,000.00) DOLLARS

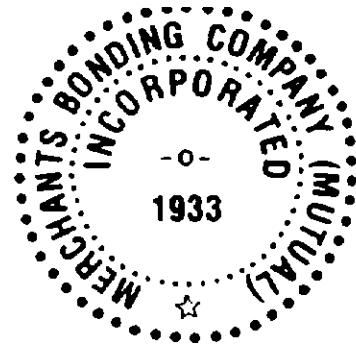
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of January, 2008.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 2008, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

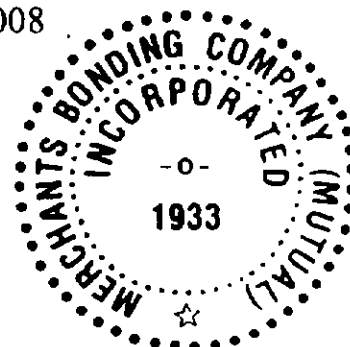


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 10th day of November, 2008



William Warner Jr.
Secretary

FILED

2008 NOV -7 PM 1:35

In the name and by the authority of

DANA DEBEAUVOIR COUNTY CLERK
COUNTY CLERK
TRAVEL

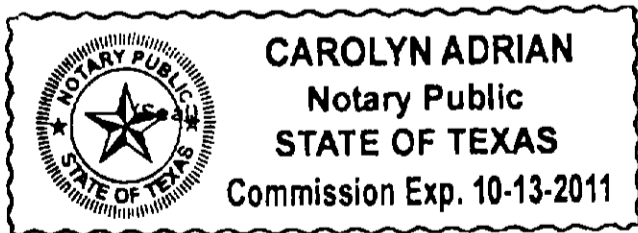
The State of Texas

OATH OF OFFICE

I, Jon Wisser, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

[Signature]
Affiant

SWORN TO and subscribed before me by affiant on this 7th day of NOV, 2008.



[Signature]
Signature of Person Administering Oath
Carolyn Adrian
Printed Name
Notary
Title

See Reverse Side
for Instructions
Revised August 1999

Form #2204

NOV 07 2008
I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy [Signature]

T. PEREZ

FILED

2008 NOV -7 PM 1:35

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Jon Wisser, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

11-7-08
Date

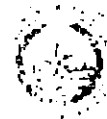

Officer's Signature

Justice of the Peace
Position to Which Elected/Appointed

TRAVIS
City and/or County

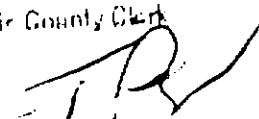
NOV 07 2008

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy



T. PEREZ

FILED

2008 NOV -7 PM 1:35

In the name and by the authority of

DANA DEBEAUCOUR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

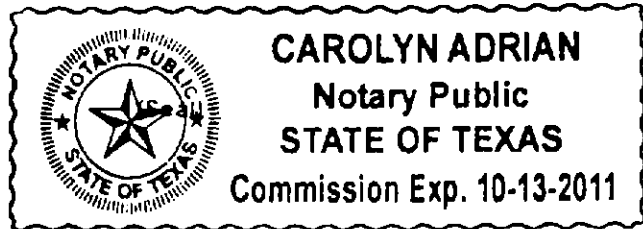
The State of Texas

OATH OF OFFICE

I, Jon Wisser, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

[Signature]
Affiant

SWORN TO and subscribed before me by affiant on this 7th day of NOV, 2008.



[Signature]
Signature of Person Administering Oath
Carolyn Adrian
Printed Name
Notary
Title

See Reverse Side
for Instructions
Revised August 1999

NOV 07 2008
I, Dana DeBeaucour, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeaucour, County Clerk
By Deputy: [Signature]

T. PEREZ

FILED

2008 NOV -7 PM 1:35

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Jon Wisser, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

11-7-08
Date


Officer's Signature

Justice of the Peace
Position to Which Elected/Appointed

Travis
City and/or County

NOV 07 2008

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy

T. Perez

T. PEREZ



Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 25, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT TO ENHANCE THE SOCIAL, CULTURAL, EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF AFRICAN-AMERICAN MEN AND YOUTH.

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

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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.

SEPTEMBER 16, 2008 VOTING SESSION

ITEM 6 CONTINUED

Clerk's Note: The Court discussed a collaboration with the Austin Independent School District and others to fund the "African-American Men and Boys" Conference.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve a one-year, \$25,000.00 commitment. The source of funding would be Allocated Reserve.

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

7. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:35 AM)

A. GRANT CONTRACT WITH THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION FOR JUVENILE PROBATION TO ENHANCE EXISTING DRUG COURT; AND

B. GRANT CONTRACT AMENDMENT WITH THE STATE OF TEXAS OFFICE OF THE ATTORNEY GENERAL FOR JUVENILE PROBATION TO EXTEND THE GRANT TERM TO MAY 31, 2009 FOR THE COURT ORDERED PARENT EDUCATION PROJECT.

Clerk's Note: Items 7.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

8. 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 \$723,716.92 FOR THE PERIOD OF AUGUST 29 TO SEPTEMBER 4, 2008. (9:35 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

INTERLOCAL COOPERATION ACT AGREEMENT

Between The

**CITY OF AUSTIN, TRAVIS COUNTY AND THE AUSTIN INDEPENDENT
SCHOOL DISTRICT**

RECITALS

This agreement ("Agreement") is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party.

Recognizing the importance of pooling resources to enhance the social, cultural, educational and economic opportunities of African-American men and youth in the greater Austin, Texas community and desiring to do so at this time to build strong, confident, well-informed student citizens and to build stability within the greater Austin, Texas community, the City of Austin, Travis County, and the Austin Independent School District (the "Parties") hereby agree to enter into this Agreement as follows:

Term

The initial term of this Agreement is from the latest date of final execution of the Agreement to August 31st, 2009. Following this initial term, the Agreement shall automatically renew each September 1st (the "Renewal Date") for a total of three additional annual terms. Notwithstanding any other term or condition herein, this Agreement may be terminated by any one of the Parties by giving written notice to the other parties in the month of July preceding an upcoming Renewal Date.

It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party, funds are not appropriated for such party's performance of its obligations under this Agreement, then this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds.

General Obligations of Each Party

1. Each party to this Agreement is committing to donate \$25,000 annually to the program described herein for a total annual contribution of \$75,000.
2. Austin ISD will serve as the financial administrator of the donated funds. Any purchases made with such funds will be required to comply with Austin ISD purchasing procedures as set out in board policy and state law. The Parties have the right to review any and all documents reflecting or referencing expenditures made with the donated funds and are entitled to an end-of-year accounting statement of said funds to be produced in its entirety no later than July 1 of each year this Agreement remains in effect.
3. The Parties, through their financial administrator, will be contracting with the Harvest Foundation (HF), a Section 501(c)(3) tax exempt nonprofit organization, to schedule five African-American Men and Boys conferences in collaboration with the Austin ISD Office of Educational Support Services during the 2008-2009 school year at selected AISD middle and high schools. HF will create the overarching theme with subtopics for each conference that are aligned with Austin ISD's strategic plan (**Exhibit A**). HF's relationship shall be that of an independent contractor, and not as an employee of any of the Parties herein.
4. The Parties will provide oral and/or written feedback to HF by July 31 of each year that this program remains in effect so that HF may prepare its plan by August 15 for providing services for the subsequent school year (September 1 to August 31).

Contracted Services to be Provided

The proposed contractor, **Harvest Foundation**, will be responsible for providing the following:

- Mr. Michel Lofton and his facilitators, of the Harvest Foundation, will work in the Austin area schools to identify strategies and philosophies designed to reduce the dropout rate and mitigate underachieving academic performance of African American males and females. The dollars committed to this endeavor will help provide the institutional support to plan, design, arrange, execute and follow up on the five African-American Men and Boys Conference events to be scheduled. Creating a database of participants' attendance and tracking "samples" of students and their progress using the "key performance indicators" (KPI) measure per the submitted proposal. The non-identifiable individual student data will be shared with the Parties to this Agreement. Private and confidential student information may not be shared with others, unless first verified with Austin ISD that written permission has been obtained to release said information.
- Conducting an evaluation after each conference and making results available to the Parties, both in raw and analyzed data.

- Working with the Austin ISD Office of Educational Support Services to communicate concerns that arise during said conferences and affirming efforts to problem-solve remedies.
- Maintaining its Section 501(c)(3) tax exempt status throughout the duration of this Agreement.
- Summary report of the conference outcomes by June 30 of each year that this Agreement remains in effect between the Parties.

Disbursement Timeline and Budget Requirements

Pursuant to the corresponding consulting agreement that will be established between the Austin ISD as fiscal administrator and HF, the breakdown of the \$75,000 total funded amount would be allocated as follows: 200 days of work per year at a rate not to exceed \$375 per day. This constitutes approximately 16.6 days of work per month. Additional hours/time cannot be charged to the governmental entities or fiscal administrator. HF will be required to submit a monthly accounting of efforts via a time sheet to the fiscal administrator.

Termination

Notice of any claims of material breach, including the non-compliance of HF to fulfill its deliverables as have been outlined above or due to financial circumstances and the intent to terminate this Agreement because of that breach shall be given in writing to the other Parties, identifying the breach claimed with particularity, and stating the time permitted for cure, such time to be commercially and legally reasonable. Such a notice of claim of breach is sufficient to constitute termination of this Agreement. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

Protection of Data

To the extent that any student data is shared, the Parties herein agree to protect said data in accordance with the Family Educational Rights & Privacy Act, 20 USC § 1232g and its implementing regulations. All Austin ISD data, including data pertaining to Austin ISD students shall be and remain the sole property of Austin ISD. Austin ISD data or other information shall not be utilized by the Parties or HF for any purpose other than that of rendering services to the Parties under this Agreement and will not be disclosed, sold, assigned, leased or disseminated to third parties by HF without the express written consent of Austin ISD.

Notices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid,

registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above.

The Parties designate the following persons for receipt of notice:

If to AISD: Austin Independent School District
1111 West Sixth Street
Austin, TX 78703
Attention: **Mark Williams, Board President**
Phone Number: **(512) 414-1700**

If to City of Austin: City of Austin
P.O. Box 88
Austin, Texas 78767
Attention: **Marc A. Ott, City Manager**
Phone Number: **(512) 974-2000**

If to Travis County: Travis County Commissioners Court
314 West 11th St., #520
Austin, Texas 78701
Attention: **Honorable Samuel Biscoe, Judge**
Phone Number: **(512) 854-9555**

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

Miscellaneous

Complete Agreement. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supercedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

Amendment in Writing. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation nor promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED;

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____
Mark Williams, President
Board of Trustees

Date: _____

CITY OF AUSTIN

By: _____
Marc A. Ott, City Manager
City of Austin

Date: _____

TRAVIS COUNTY

By: _____
Samuel Biscoe, Judge
Travis County Commissioners Court
State of Texas

Date: _____

VS#

22

TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: 11/25/2008

I. A. Request made by: Sheriff Greg Hamilton Phone No. 512-854-9348

B. Requested Text:

Travis County Community Supervision and Corrections Department (CSCD) is requesting to use a portion of the building known as CCC-B, specifically, 24 bunks with mattresses, sheets, pillows, blankets and towels along with collect phones for the SMART program from now through September 30, 2009.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached *: Yes No

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

B. Have the agencies affected by this request been invited to attend the work session? Yes No

Please list those contacted and their phone numbers:

Dr. Geraldine Nagy (CSCD) 512-854-4600

Major Darren Long (TCSO) 512-854-9348

08 NOV 17 AM 11:25
COURT RECEIVED

III. PERSONNEL
_____ A change in your department's personnel (reclass., etc.).

IV. BUDGET REQUEST:
If your request involves funding for your department please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

The County Personnel (854-9165) and / or the Budget and Research Office (854-9171) must be notified before submission of this agenda request.

AGENDA REQUEST DEADLINE

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the following parties: Travis County Community Supervision and Corrections Department (CSCD) and Travis County, by and through the Travis County Sheriff's Office (TCSO).

WHEREAS, CSCD is in need of additional space to house defendants who have been ordered by Travis County judges to participate in the SMART Program; and,

WHEREAS, TCSO has jail inmates who have been ordered to participate in the SMART Program but who continue to be confined in the jail because CSCD does not have enough space to accept additional SMART participants; and,

WHEREAS, the parties agree that it would mutually beneficial for TCSO to allow CSCD to use a portion of one of its buildings to house SMART Program participants.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. The parties agree that CSCD will be allowed to use a portion of the building known as CCC-B (hereinafter referred to as the "Premises") to house SMART Program participants under terms and conditions stated herein and other terms and conditions mutually agreed upon by the parties.
2. TCSO will provide 24 bunks with mattresses, sheets, pillows, blankets and towels. TCSO will launder sheets, blankets and towels. SMART participants will be responsible for laundering their personal clothing, etc.
3. TCSO will provide collect phones to the same extent that they are provided in TCSO detention facilities.
4. The Premises will be used by CSCD to house a maximum of 24 male SMART Program participants. These participants will come from Travis County jail inmates who have been confined pending their acceptance into the SMART Program. CSCD will use its best efforts to assure that the Premises will at all times house at least 18 SMART Program participants.
5. TCSO will provide maintenance, utility service and garbage collection for the Premises.
6. The Initial Term of this MOU will begin when it has been signed by both parties and will continue through September 30, 2009, unless sooner terminated by either party as provided herein. Subject to the right of each party to terminate as provided herein, this MOU will automatically renew each October 1 for successive one-year renewal terms. Either party may terminate this MOU for any reason or for no reason by

giving the other party written notice at least 30 days prior to the effective date of the termination.

Executed on the dates or dates indicated below.

TRAVIS COUNTY

CSCD

By: _____
Samuel T. Biscoe
County Judge

By: *Geraldine F. Nagy*
Dr. Geraldine Nagy, Ph.D
Chief Probation Officer

Date: _____

Date: 11-12-2008

TRAVIS COUNTY SHERIFF

Greg Hamilton
Greg Hamilton

Date: 11/7/08

RECEIVED
COUNTY JUDGE'S OFFICE

08 NOV 14 PM 1:25

23.A

Travis County Commissioners Court Agenda Request

Voting Session: November 25, 2008
(Date)

Work Session:
(Date)

I. A. Request made by: Vicki Skinner for Ronald Earle Phone #: 854-9522

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERAL FORFEITURE PROCEEDS.

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 involved with the request. Send a copy of this Agenda Request and backup to them:

James Connolly, Assistant County Attorney (854-9415)
David Jungerman, Auditor's Office (854-9125)

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



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748 Austin 78767

Telephone 512/854-9400

Telefax 512/854-9695

RONALD EARLE
DISTRICT ATTORNEY

ROSEMARY LEHMBERG
FIRST ASSISTANT

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office *Vicki Skinner for Ronald Earle*

DATE: November 13, 2008

SUBJECT: Equitable Sharing Agreement and Certification

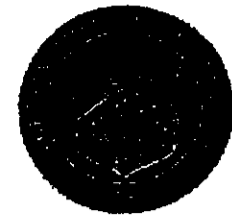
The District Attorney's Office is requesting approval of the attached Equitable Sharing Agreement and Certification. The Department of Justice and the Department of Treasury have combined the previous Federal Equitable Sharing Agreement and the Federal Annual Certification Report into one form that is to be submitted annually.

Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property, or proceeds from participation in an investigation or prosecution in FY2009 that results in a federal forfeiture. The District Attorney's Office did not participate in any federal forfeitures during FY 2008.

The agreement has been reviewed by Assistant County Attorney Jim Connolly.

Please call me at 854-9522 if you would like any additional information.

cc: Ronald Earle, District Attorney
Rosemary Lehmborg, First Assistant District Attorney
David Jungerman, Travis County Auditor's Office
Jim Connolly, Assistant County Attorney



Washington, D.C. 20530

July 25, 2008

Dear Equitable Sharing Program Participants:

Over the last two and a half years the Department of Justice and the Department of Treasury have been working on a joint program to modernize the way we handle Equitable Sharing compliance. These new and exciting changes to the reporting procedures for state and local law enforcement and prosecutorial agencies will streamline and simplify reporting as the process goes electronic. This minimizes paperwork and requires only one form to be submitted annually at the close of your agency's fiscal year.

The old policy requires each agency to submit a Federal Equitable Sharing Agreement every three years and a Federal Annual Certification Report at the completion of each Fiscal Year to the Department of Justice (AFMLS), the Department of Treasury (TEOAF), and to the local U.S. Attorney's Office for each agency's district. Starting with the end of each agency's current fiscal year, agencies will use a new form that combines the Agreement and Certification Report. This new form replaces the need for a separate Agreement every three years. The form will be submitted electronically via email to Justice and the information will be shared with Treasury, which will alleviate the need for submission to multiple agencies. The form no longer requires submission to the U.S. Attorney's Office in your district. One form to complete, one submission!

Like the old Federal Annual Certification Report, the new Equitable Sharing Agreement and Certification form must be completed within 60 days of completion of each agency's fiscal year. Once the completed form has been submitted electronically via email, the signed Affidavit page must be faxed to AFMLS to complete the process. The only page to be faxed will be the signed Affidavit page. Upon completing the form, users will have the option to save and print the form for the agency's records prior to emailing the form to AFMLS.

For agencies whose fiscal years end *after* September 30, 2008, the Equitable Sharing Agreement expiration date will be extended to coincide with your next fiscal year end date.

Below are a few frequently asked questions regarding the changes:

Where can I find the new form? The new form will be located on the AFMLS website at www.usdoj.gov/criminal/afmls/ or the TEOAF website at www.eoaf.treas.gov.

Are there any special requirements to use this form? Yes. Adobe Reader 8.0 or higher required (free download at www.adobe.com)

Can I still use the old form if I don't want to use the Adobe form? No. The new form is specially formatted to electronically submit your data into our database. Old versions or faxed or mailed copies of the new form will not be accepted since they are not compatible with the new database.

Are there instructions for the new form? Yes. The instructions for completion and submission are on the new form. Also, pop-up instructions will appear when placing the mouse over the line item.

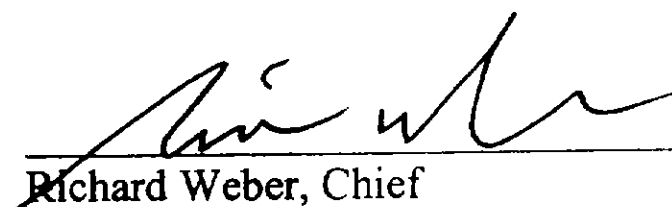
Will I be able to keep a copy of the completed form for my records, and how? Yes. Upon completing the form, users will have the option to save and print the form for the agency's records prior to emailing the form to AFMLS.

Is my certification complete when I email the form? No. Once the completed form has been submitted electronically via email, the signed Affidavit page must be faxed to AFMLS to complete the process. The only page to be faxed will be the signed Affidavit page.

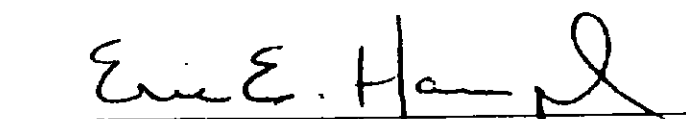
The current Equitable Sharing Agreement expires before my fiscal year ends. How do I maintain compliance? If your agency's fiscal year ends after September 30, 2008, the current Agreement expiration, your Agreement expiration will be extended to coincide with your Certification Report due date. For example, if your fiscal year ends December 30, 2008, your Agreement will be valid thru February 28, 2009 when your Certification Report is due.

Any questions regarding the changes may be directed to the Agreement, Certification and Audit team representative for your state by calling AFMLS or TEOAF. Please see the insert for contact information.

Sincerely,



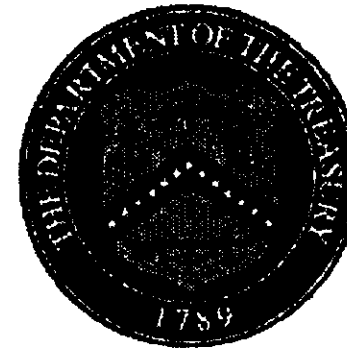
Richard Weber, Chief
Asset Forfeiture and Money
Laundering Section



Eric E. Hampl, Director
Department of the Treasury Executive
Office for Asset Forfeiture



Equitable Sharing Agreement and Certification



- Police Department
 Sheriff's Office
 Task Force (Complete Table A, page 2)
 District Attorney
 Other (specify) _____

Agency Name: Travis County District Attorney's office

NCIC/ORI/Tracking Number: 227035A

Street Address: 509 W. 11th Street

City: Austin **State:** TX **Zip:** 78701

Contact Name: Vicki Skinner

Contact Phone: 512-854-9400 **Contact Fax:** 512-854-9789

Contact e-mail: vicki.skinner@co.travis.tx.us

- New Participant:
 Existing Participant:
 Change in Administration:
 Amended Form:

Annual Certification Report

Summary of Equitable Sharing Activity
Fiscal Year End (mm/dd/yyyy) 09/30/2008

**Justice
Funds**

**Treasury
Funds**

		Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	0.00	0.00
2	Federal Sharing Funds Received	0.00	0.00
3			
4	Other Income	0.00	0.00
5	Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	0.00	0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$0.00	\$0.00

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees	0.00	0.00
b	Total spent on overtime	0.00	0.00
c	Total spent on informant and "buy money"	0.00	0.00
d	Total spent on travel and training	0.00	0.00
e	Total spent on communications and computers	0.00	0.00
f	Total spent on firearms and weapons	0.00	0.00
g	Total spent on body armor and protective gear	0.00	0.00
h	Total spent on electronic surveillance equipment	0.00	0.00
i	Total spent on building and improvements	0.00	0.00
j	Total spent on other law enforcement expenses (complete Table C, page -1)		
k	Total transfers to other state and local law enforcement agencies (complete Table D, page -1)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page -1)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page -1)		
n	Total spent on matching grants (complete Table G, page -1)		
Total		\$0.00	\$0.00

Miscellaneous Data		
o	Agency's budget for current fiscal year	15,596,290.00
p	Jurisdiction's budget for current fiscal year	450,754,725.00
q	Appraised Value of Other Assets Received	0.00

Table A: Members of Task Force

Agency Name	Address

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged				Status
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="radio"/>

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page -1) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

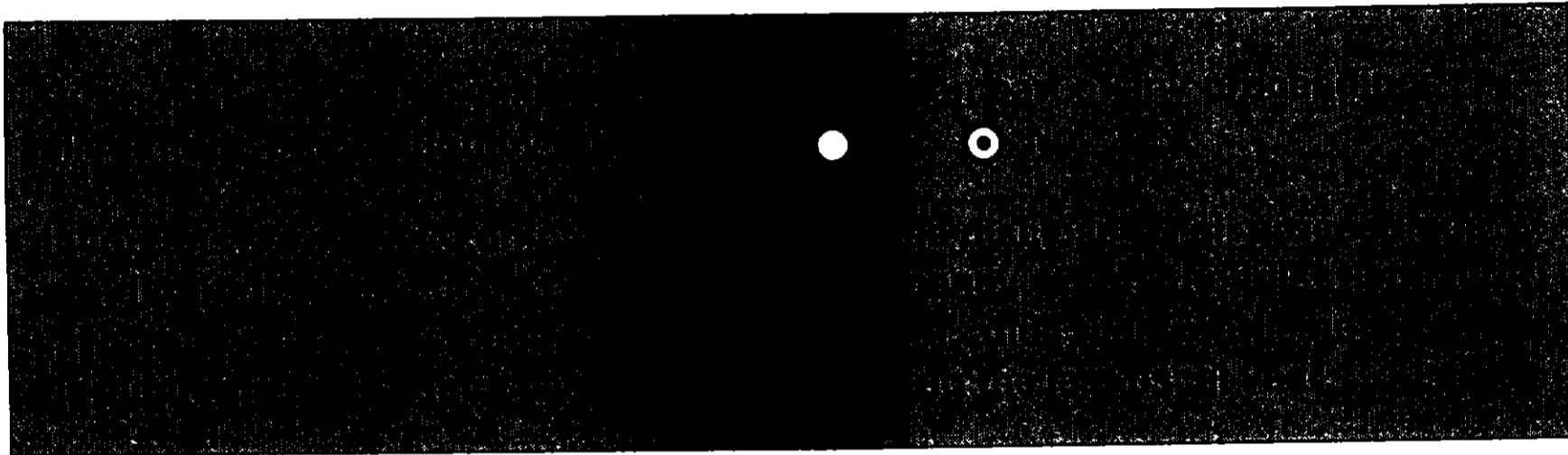
The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.



Agency Head

Governing Body Head

Signature: _____
Name: Ronald Earle
Title: District Attorney
Date: _____

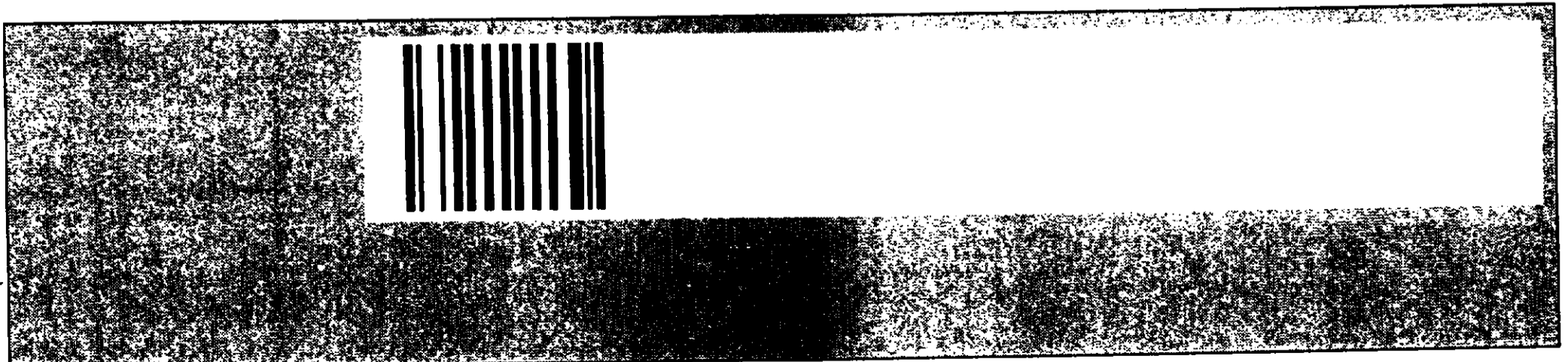
Signature: _____
Name: Samuel T. Biscoe
Title: County Judge
Date: _____

Final Instructions:

Step 1: Save this file using the two buttons below and e-mail the saved XML file as an attachment to aca.submit@usdoj.gov.

Step 2: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344.

Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.



Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 25, 2008

I. A. Requestor: Constables Pct 1-5 Phone # 854-4487

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE EQUITABLE SHARING AGREEMENTS AND CERTIFICATIONS FOR FEDERAL FORFEITURE PROCEEDS FOR THE FOLLOWING DEPARTMENTS:

- B. CONSTABLE PCT. 1;
- C. CONSTABLE PCT. 3;
- D. CONSTABLE PCT. 4; AND
- E. CONSTABLE PCT. 5.

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.

Heather Kollum, Const Pct 2, x44487	
Jim Connolly, County Attorney's Office	

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

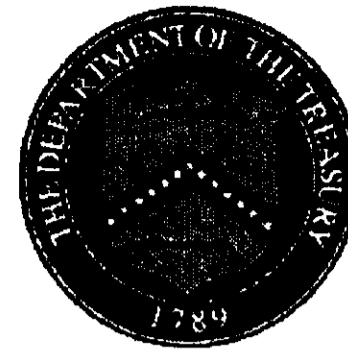
County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 7-31-2011

- Police Department
 Sheriff's Office
 Task Force (Complete Table A, page 2)
 District Attorney
 Other (specify) Constable Department

Agency Name: Travis County Constable, Precinct One
NCIC/ORI/Tracking Number: _____
Street Address: 1811 Springdale Rd. #120
City: Austin **State:** TX **Zip:** 78721
Contact Name: Gwen Davis - Office Manager
Contact Phone: (512) 854-7519 **Contact Fax:** (512) 929-0981
Contact e-mail: gwen.davis@co.travis.tx.us

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
 Change in Administration: Changes to the Agency head and/or Governing Body head. Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

Summary of Equitable Sharing Activity
Fiscal Year End (mm/dd/yyyy) 09/30/2008

		Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$0.00	\$0.00
2	Federal Sharing Funds Received	\$0.00	\$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	\$0.00	\$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$0.00	\$0.00

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees	\$0.00	\$0.00
b	Total spent on overtime	\$0.00	\$0.00
c	Total spent on informant and "buy money"	\$0.00	\$0.00
d	Total spent on travel and training	\$0.00	\$0.00
e	Total spent on communications and computers	\$0.00	\$0.00
f	Total spent on firearms and weapons	\$0.00	\$0.00
g	Total spent on body armor and protective gear	\$0.00	\$0.00
h	Total spent on electronic surveillance equipment	\$0.00	\$0.00
i	Total spent on building and improvements	\$0.00	\$0.00
j	Total spent on other law enforcement expenses (complete Table C, page 3)	\$0.00	\$0.00
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)	\$0.00	\$0.00
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)	\$0.00	
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)	\$0.00	\$0.00
n	Total spent on matching grants (complete Table G, page 3)	\$0.00	\$0.00
Total		\$0.00	\$0.00

Miscellaneous Data

o	Agency's budget for current fiscal year	\$1,373,215.00	
p	Jurisdiction's budget for current fiscal year	\$663,650,517.00	
q	Appraised Value of Other Assets Received	\$0.00	\$0.00

Table A: Members of Task Force

Agency Name	Address
N/A	

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name N/A	\$0.00	\$0.00
Agency Address		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
N/A	\$0.00	\$0.00

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name N/A	\$0.00	\$0.00
Agency Address		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
N/A	\$0.00	

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds
N/A	\$0.00	\$0.00

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
N/A	\$0.00	\$0.00

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged				Status
N/A	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender	<input type="radio"/> Settled <input type="radio"/> Pending
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other		

Paperwork Reduction Act Notice

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Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency? Yes No

If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.

Agency Head

Signature: *Luke Mercer*
Name: Luke Mercer
Title: Travis County Constable, Pct. 1
Date: 11/7/2008

Governing Body Head


Signature: _____
Name: Samuel T. Biscoe
Title: County Judge, Travis County
Date: _____

Final Instructions:

Step 1: Save this file using the two buttons below and e-mail the saved XML file as an attachment to aca.submit@usdoj.gov.

Step 2: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344.

Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.

FOR AGENCY USE ONLY	
Entered by _____	
Entered on _____	
FY <u>09/30/2008</u> NCIC _____ STATE <u>TX</u>	
AGENCY NAME <u>Travis County Constable, Precinct One</u>	



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 7-31-2011

- Police Department
 Sheriff's Office
 Task Force (Complete Table A, page 2)
 District Attorney
 Other (specify) Constable

Agency Name: Travis County Constable, Precinct 3

NCIC/ORI/Tracking Number: _____

Street Address: 8656-B Highway 71 West

City: Austin State: TX Zip: 78735

Contact Name: Joe Alvarado

Contact Phone: (512) 854-2195 Contact Fax: (512) 854-2190

Contact e-mail: Joe.Alvarado@co.travis.tx.us

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
 Change in Administration: Changes to the Agency head and/or Governing Body head. Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

Summary of Equitable Sharing Activity
Fiscal Year End (mm/dd/yyyy) 09/30/2008 Justice Funds Treasury Funds

		Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	0	0
2	Federal Sharing Funds Received	0	0
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)	0	0
4	Other Income	0	0
5	Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	0	0
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$0.00	\$0.00

Summary of Shared Monies Spent

Justice Funds

Treasury Funds

a	Total spent on salaries for new, temporary, not-to-exceed one year, employees		
b	Total spent on overtime		
c	Total spent on informant and "buy money"		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on firearms and weapons		
g	Total spent on body armor and protective gear		
h	Total spent on electronic surveillance equipment		
i	Total spent on building and improvements		
j	Total spent on other law enforcement expenses (complete Table C, page 3)		
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
n	Total spent on matching grants (complete Table G, page 3)		
Total		\$0.00	\$0.00

Miscellaneous Data

o	Agency's budget for current fiscal year	
p	Jurisdiction's budget for current fiscal year	
q	Appraised Value of Other Assets Received	

Table A: Members of Task Force

Agency Name	Address

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged				Status
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender	<input type="radio"/> Settled <input type="radio"/> Pending
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other		

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1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

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5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

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During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency? Yes No

If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.

Agency Head
Signature: [Signature]
Name: Richard McCain
Title: Constable, Travis County Precinct 3
Date: 11-05-08

Governing Body Head
Signature: _____
Name: Samuel T. Biscoe
Title: County Judge, Travis County
Date: _____

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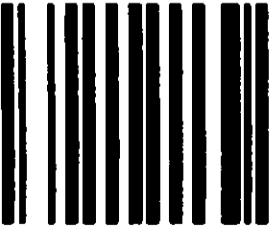
FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY _____ NCIC _____ STATE _____

AGENCY NAME _____





Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 7-31-2011

- Police Department
 Sheriff's Office
 Task Force (Complete Table A, page 2)
 District Attorney
 Other (specify) Constable Department

Agency Name: Travis County Constable, Precinct Four

NCIC/ORI/Tracking Number: TX2271800

Street Address: 4011 McKinney Falls Parkway #1100

City: Austin State: TX Zip: 78744

Contact Name: Robert L. Eller

Contact Phone: 512-854-9488 Contact Fax: 512-854-4452

Contact e-mail: robert.eller@co.travis.tx.us

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)
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Annual Certification Report

Summary of Equitable Sharing Activity
Fiscal Year End (mm/dd/yyyy) 09/30/2008

		Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$0.00	\$0.00
2	Federal Sharing Funds Received	\$0.00	\$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	\$0.00	\$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$0.00	\$0.00

Summary of Shared Monies Spent		Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees	\$0.00	\$0.00
b	Total spent on overtime	\$0.00	\$0.00
c	Total spent on informant and "buy money"	\$0.00	\$0.00
d	Total spent on travel and training	\$0.00	\$0.00
e	Total spent on communications and computers	\$0.00	\$0.00
f	Total spent on firearms and weapons	\$0.00	\$0.00
g	Total spent on body armor and protective gear	\$0.00	\$0.00
h	Total spent on electronic surveillance equipment	\$0.00	\$0.00
i	Total spent on building and improvements	\$0.00	\$0.00
j	Total spent on other law enforcement expenses (complete Table C, page 3)	\$0.00	\$0.00
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)	\$0.00	\$0.00
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)	\$0.00	
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)	\$0.00	\$0.00
n	Total spent on matching grants (complete Table G, page 3)	\$0.00	\$0.00
Total		\$0.00	\$0.00

Miscellaneous Data		
o	Agency's budget for current fiscal year	\$1,254,977.00
p	Jurisdiction's budget for current fiscal year	\$663,650,517.00
q	Appraised Value of Other Assets Received	\$0.00

Table A: Members of Task Force

Agency Name	Address
n/a	

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name n/a	\$0.00	\$0.00
Agency Address		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
	\$0.00	\$0.00

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name n/a	\$0.00	\$0.00
Agency Address		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
N/A	\$0.00	

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds
N/A	\$0.00	\$0.00

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
N/A	\$0.00	\$0.00

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged				Status
N/A	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender	<input type="radio"/> Settled <input type="radio"/> Pending
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3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

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The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

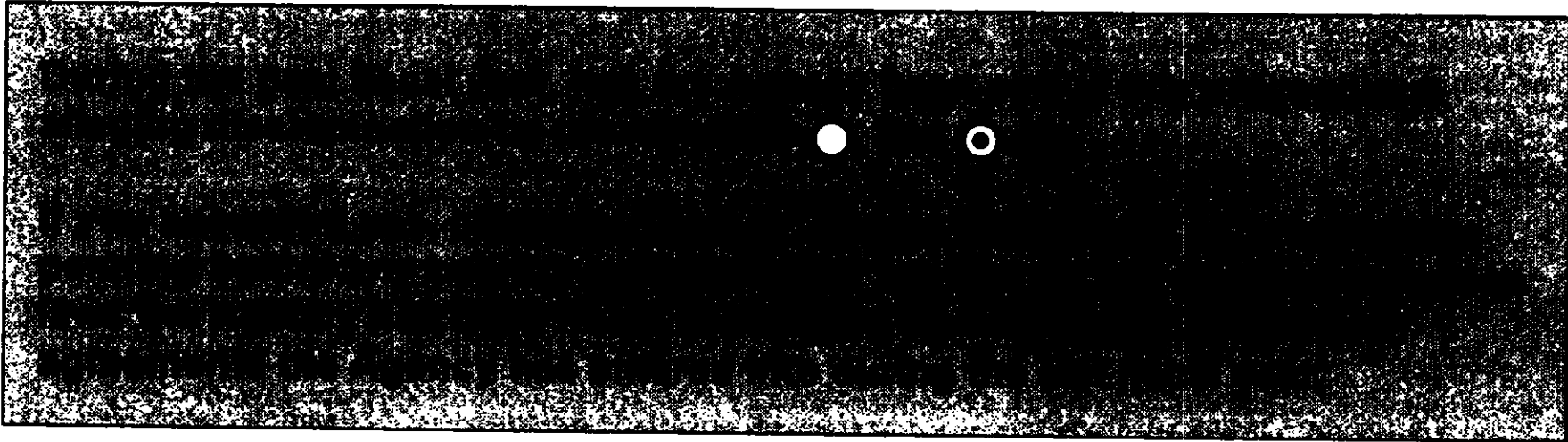
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6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

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Agency Head

Signature: *Maria L. Canchola*
Name: Maria L. Canchola
Title: Travis County Constable, Pct.4
Date: Oct. 28, 2008

Governing Body Head

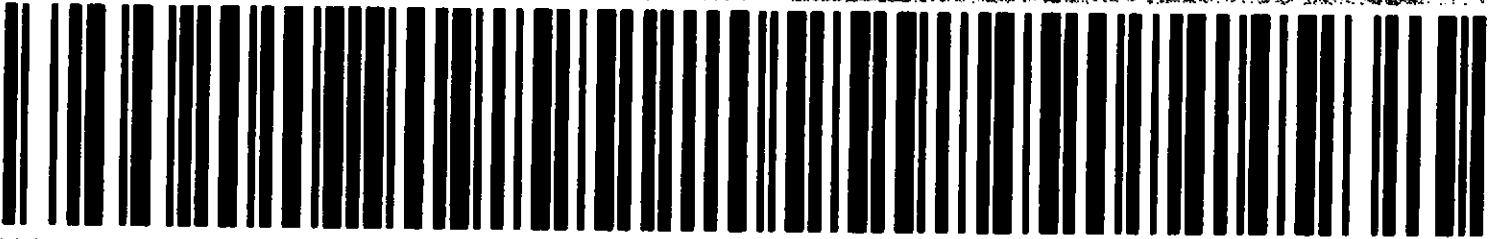
Signature: _____
Name: Samuel T. Biscoe
Title: County Judge, Travis County
Date: _____

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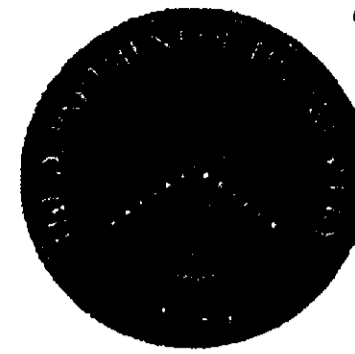
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FOR AGENCY USE ONLY	
Entered by: _____	
Entered on: _____	
FY: <u>09/30/2008</u> NCIC ID: <u>2271800</u> STATE: <u>TX</u>	
AGENCY NAME <u>Travis County Constable, Precinct Four</u>	



Equitable Sharing Agreement and Certification



Police Department
 Sheriff's Office
 Task Force (Complete Table A, page 2)
 District Attorney
 Other (specify) Constable Office

Agency Name: Travis County Constable Precinct Five
NCIC/ORI/Tracking Number: _____
Street Address: 1003 Guadalupe Street
City: Austin **State:** TX **Zip:** 78701
Contact Name: Betty Copeland
Contact Phone: 512-854-9100 **Contact Fax:** 512-854-4228
Contact e-mail: betty.copeland@co.travis.tx.us

- New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)
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Annual Certification Report

Summary of Equitable Sharing Activity
Fiscal Year End (mm/dd/yyyy) 09/30/2008 **Justice Funds** **Treasury Funds**

1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$3,789.82	\$0.00
2	Federal Sharing Funds Received	\$0.00	\$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	\$0.00	\$0.00
5	Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	\$108.10	\$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$3,897.92	\$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Balance (subtract line 7 from line 6)	\$3,897.92	\$0.00

Summary of Shared Monies Spent

Justice Funds

Treasury Funds

a	Total spent on salaries for new, temporary, not-to-exceed one year, employees	\$0.00	\$0.00
b	Total spent on overtime	\$0.00	\$0.00
c	Total spent on informant and "buy money"	\$0.00	\$0.00
d	Total spent on travel and training	\$0.00	\$0.00
e	Total spent on communications and computers	\$0.00	\$0.00
f	Total spent on firearms and weapons	\$0.00	\$0.00
g	Total spent on body armor and protective gear	\$0.00	\$0.00
h	Total spent on electronic surveillance equipment	\$0.00	\$0.00
i	Total spent on building and improvements	\$0.00	\$0.00
j	Total spent on other law enforcement expenses (complete Table C, page 3)	\$0.00	\$0.00
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)	\$0.00	\$0.00
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)	\$0.00	
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)	\$0.00	\$0.00
n	Total spent on matching grants (complete Table G, page 3)	\$0.00	\$0.00
Total		\$0.00	\$0.00

Miscellaneous Data

o	Agency's budget for current fiscal year	\$0.00
p	Jurisdiction's budget for current fiscal year	\$0.00
q	Appraised Value of Other Assets Received	\$0.00

Table A: Members of Task Force

Agency Name	Address

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
	\$0.00	\$0.00

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name	\$0.00	\$0.00
Agency Address		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
	\$0.00	

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds
	\$0.00	\$0.00

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
	\$0.00	\$0.00

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged				Status
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender		☐ Settled
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	<input type="radio"/> Pending	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

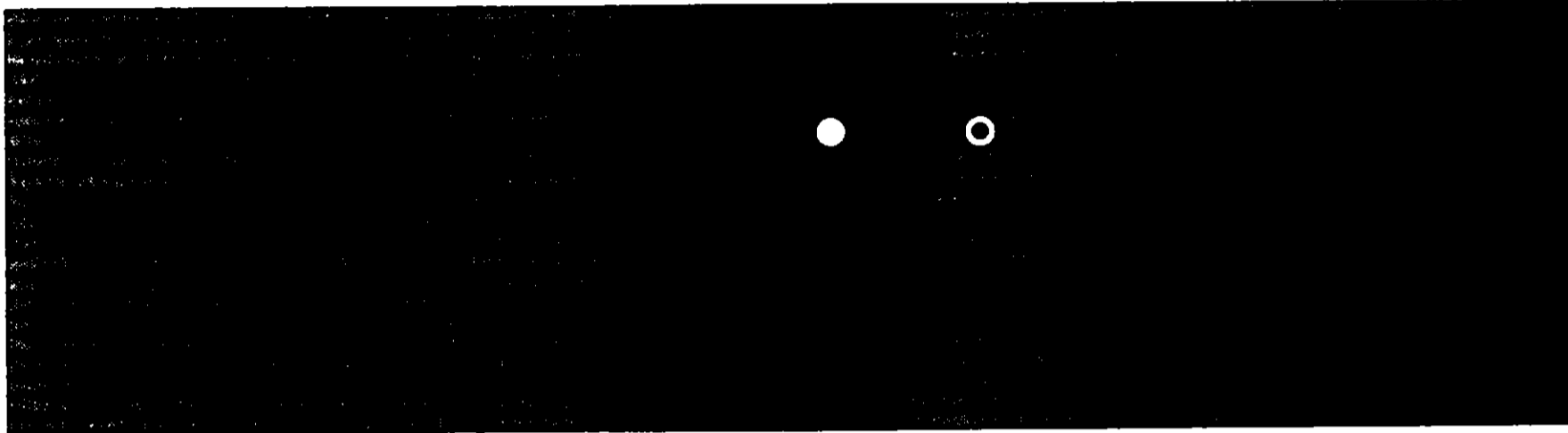
The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

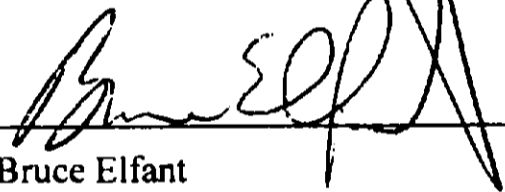
Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.



Agency Head

Signature: 
 Name: Bruce Elfant
 Title: Constable, Precinct Five
 Date: 10/30/2008

Governing Body Head


Signature: _____
 Name: Sam Biscoe
 Title: County Judge
 Date: _____

Final Instructions:

Step 1: Save this file using the two buttons below and e-mail the saved XML file as an attachment to aca.submit@usdoj.gov.

Step 2: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344.

Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.

FOR AGENCY USE ONLY	
Entered by: _____	
Entered on: _____	
FY: <u>09/30/2008</u> NCIC: _____ STATE: _____	
AGENCY NAME: <u>Travis County Constable Precinct</u>	

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

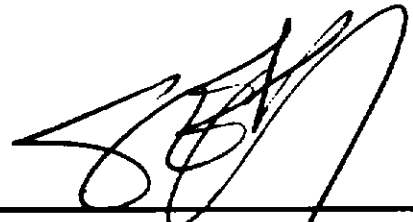
Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: November 25, 2008

**A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2
(Elected/Appointed Official/Executive Mgr/County Attorney)**

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT NICOLE FRANCOIS, KIRSTY HAMMOND, PERRY LANGHAM, SHEILA THOMAS, SCOTT THOMAS (ALTERNATE) AND ERNST TOUSSAINT TO SERVE ON THE NEGOTIATION TEAM FOR THE PROPOSED 2010 GREENRIDGE ANNEXATION PLAN BY THE CITY OF PFLUGERVILLE.



COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

19909 San Chisolm
Round Rock, TX 78664

October 22, 2008

Loretta Farb
Executive Assistant to Sarah Eckhardt
Travis County Commissioners Court Precinct 2
314 West 11th St., Suite 530
Austin, Texas
Lorreta.farb@co.travis.tx.us

Dear Loretta Farb,

Thank you for considering me to the newly formed board to represent the residents of the Greenridge Community. It is an honor to serve the community and provide helpful coordination and input as required. You will find my background and current community involvement an asset to this board.

I have been a member of the neighborhood for over five years upon the purchase of my home in July of 2003. I feel that I can represent the community and bring up particular issues of the residents in a matter that allows the City of Pflugerville to work with us as a partner to reach our mutually beneficial goals.

My current activities include serving on the Legislative and Ordinance Committee for the Real Estate Council of Austin, being Assistant Treasurer for the Texas Society of Professional Engineers, and involvement in several other organizations. Additionally, I have been asked to become a moderator for E3 Alliance and am currently attending moderator training sessions for conversations related to advancements in public education with community members.

I have served as a local division financial manager and am currently working as an engineer on private developments as well as public works projects. My background in financial management and engineering will serve to provide not only an analytical viewpoint, but also an insight into potential technical questions that may arise. A brief resume is attached highlighting my most current engineering endeavors and volunteerism.

On a personal note, my spare time is spent planning a wedding, farming and ranching with my fiancée, supporting my cousin with her pregnancy, studying for my LEED AP accreditation, and spending time with my adorable dog. I look forward to working with other members in the community and the City of Pflugerville toward a brighter future for all. Please contact me with any questions.

Respectfully,

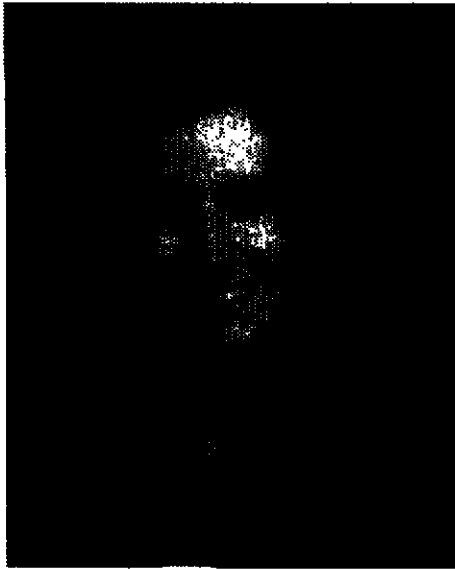


Nicole Francois

Enclosure (1)

Nicole Francois, P.E.

Professional Engineer



Education

Bachelor of Science in Civil Engineering University of Texas, Austin, TX, 2001

Registration

Professional Engineer Texas No. 101070

Computer Skills:

- AutoCAD – LDD: Land Development Desktop
- Microstation
- Haestad Methods:
 - CulvertMaster
 - FlowMaster
 - StormCAD
 - PondPack
- US Army Corps of Engineers:
 - HEC-1
 - HEC-HMS
 - HEC-2
 - HEC-RAS
- StormCAD
- Pipe 2000
- Microsoft Office
- Microsoft Project

Nicole Francois received her Bachelor of Science in Civil Engineering from the University of Texas in 2001. She maintains a diverse background in both the private and public sectors developing a wealth of knowledge for public works projects and land development engineering. Her engineering expertise ranges from wastewater improvement projects and storm water drainage studies to site development projects.

Ms. Francois is skilled in the entire process of City of Austin public works projects and obtaining permits for private developments beginning with preliminary engineering and surveying to the design and bid phase through construction and concurrence in accordance with City of Austin standards, specifications, and standard product lists. She has acquired extensive experience working with public entities including the City of Austin, Texas Commission on Environmental Quality (TCEQ), and the Texas Department of Transportation (TxDOT). Her design experience consists of utility and drainage design for various public works projects and development of site plans for site permits for private entities. She has organized project manuals, created cost estimates, and participated in construction phase services.

Current City of Austin public works projects for Ms. Francois include:

- **ACWP (Austin Clean Water Program) Govalle 5 Johnson Creek Wastewater Improvement Project - Construction phase services:** The design solution for the wastewater improvements in this area consisted of upsizing approximately 1400 linear feet of 18" wastewater pipe to 21" wastewater pipe within a TxDOT Right-Of-Way. It was designed to keep the current system in place during construction to avoid costly by-pass pumping and service interruption. Ms. Francois performed the construction phase effort including participation in weekly project meetings, construction inspection, expedited design changes, submittal reviews, and issuing Request For Information (RFI) responses.
- **ACWP (Austin Clean Water Program) Govalle 4 Manor / Comal / Rosewood Wastewater Improvement Project:** This project to improve over 17,000 feet of existing wastewater lines is mostly within the City Right-of-Way. Ms. Francois designed the wastewater lines ranging in size from 8" to 36" in diameter including open cut and trenchless methods of construction. Service relocations, easement surveys, utility conflicts and traffic flow were integral parts of the project. Her design also included an erosion control plan, traffic control plans and a storm water pollution prevention plan. Coordination was maintained with the City Project Manager and all sub-consultants throughout the lengthy design process. The project went to construction in the last half of 2007 with Ms. Francois participating in construction phase services, and is expected to complete in early 2009.

Current Private Sector projects for Ms. Francois include:

- **Frate Barker Nursing Center, 2101 Frate Barker, Austin:** This project consists of civil engineering services for a new 38,938 square foot convalescent services nursing home and a small detached maintenance. Ms. Francois assisted in the rezoning case and easement acquisition. Design work completed by Ms. Francois on this project included modifications to the storm sewer design, drainage calculations and site layout in accordance with City code.
- **Broken Spoke mixed use site investigation, Austin:** The site is to be developed into a mixed-use commercial and residential property without disturbing the historic live music venue. Ms. Francois contributed to the due diligence report on this project by researching existing utility information, analyzing the new survey, and reviewing the land plan.
- **Hilltop Park at the "Y" in Oak Hill, Austin:** This project consists of three pad

Nicole Francois, P.E.,
Professional Engineer
(Cont'd) Page 2

Volunteer Organizations:

- CTCAR – 2007 Bus Tour Committee Chair
- TSPE-Hospitality Board Member (2007)
-Co-Treasurer (2008)
- Young Execs - Treasury Board Member (2006-2007)
- RECA Ordinance and Legislative Committee
- DAA Economic Development Committee
- Erosion Control Network
- ACEA representative
- CREW representative
- Austin Chamber of Commerce
- Leander Chamber of Commerce
- Leadership Austin Engage group
- Women in Engineering Program
- Texas Exes member
- Spotlight Austin participant

sites located in southwest Austin on a prominent corner at the intersection of Highways 290 and 71. Ms. Francois assisted in corrections to this site plan by redesigning the water quality and detention ponds to allow for runoff from a new nearby road and realigning the storm sewer system through the site. Other changes included altering the grades and utility assignments for the modified pad sites. A channel was designed to convey off site flows around the property and the rainwater collection tanks were redesigned.

- **Uplands Lot 12, City of Bee Cave:** The client needed assistance in obtaining site plan approval, site development permit, and a non-point source pollution permit. Civil drawings and construction phase services were also provided for this retail site at Resaca and Bee Cave Road. Ms. Francois provided the detention and retention pond design for this project along with the re-irrigation calculations and storm sewer infrastructure layout.
- **Uplands Lots 2-3, City of Bee Cave:** This project consists of general engineering for revising the site plan on this retail site on Bee Cave Road. Ms. Francois assisted in re-grading the site per the pad site changes and recalculating the detention ponds on the site. The utilities and the storm sewer were also relocated.
- **Harris Ranch, Austin:** This project consists of five retail pad site on Brodie Lane in Southwest Austin. Modifications to the plans were required from the new tenants on behalf of the developer. Impervious cover, drainage and utility crossing calculations were performed by Ms. Francois in accordance with City of Austin standard. Site grading was also completed to abide with ADA compliance and runoff patterns.

Some of her past projects include:

- **Four Hands Warehouse Expansion at 2090 Woodward Street, Austin:** A 37800 square foot warehouse was added to the back of an existing 63290 square foot warehouse with a 7000 square foot furniture show room in the front. Ms. Francois performed the site plan layout, utility alignments and preliminary grading for the site. She also calculated the drainage calculations for the different storm events and designed the water quality pond.
- **Callaghan Road Drainage/Street Improvements, San Antonio, TX:** This project upgraded a city street to a full secondary arterial roadway and construction documents encompassed the design of street reconstruction, culverts, underground parallel storm drainage system, reconstruction of two channels, and traffic control. Nicole was responsible for designing three multi-box culvert crossings along this road and a road downstream, the parallel drainage infrastructure, and improvements to two existing channels.
- **TxDOT Multiple roadway widening projects in Uvalde, TX.** Ms. Francois was responsible for coordinating efforts between the existing and proposed roadway widths that included identifying existing conflicts, cross culverts that needed widening and driveways that needed to be reconnected to the improved roadway.
- **Luckey Ranch residential subdivision, San Antonio, TX:** Land development assistance was provided including a subdivision plat, construction plans for four residential streets with 50 foot right-of-way corresponding drainage plans and interceptor drains, water distribution system plans, and wastewater collection system plans. The subdivision has roughly 60 lots with a lot density of 5.30 lots per acre. Ms. Francois' roll in this project was to design the utility layout and roadway elevation design for the subdivision.
- **Shiloh subdivision, Hutto, Texas:** This 80 acre site consisted of a subdivision layout, utility coordination, and drainage control. Ms. Francois assisted with the street and drainage design for the project.

Kirsty Hammond
513 Seed Cove, Greenridge
Round Rock, TX 78664
512-990-5724

I am a South African, living in the Greenridge community. My husband and I began the immigration process in 1997. We arrived in Texas in June 2000, and bought our first home in Pflugerville in September 2000. We both currently have applications in the system for our greencards. This process became incredible slow and complex after 9/11, but we are still really looking forward to the day when we will finally be able to throw a Green Party! We moved out of Pflugerville in 2005, simply because we needed a larger home.

My Civic Experience:

While in Pflugerville, I attended some of the neighborhood HOA meetings, and volunteered at some of their events.

Since moving to Greenridge, I have been active in the Community Committees, and chair the Infractions/Yard of the Month committee and liaise with the Management company. I desire to work towards building a safe and beautiful environment, where my home can gain value and my children can be safe.

I am very involved at my church, Tree of Life, in Pflugerville. I love being part of a community. Leaving all my family and friends thousands of miles (and 7-8hours) away, has cemented the need for, and value of strong community in my life, and that of my family.

Due to my Visa status, I was not allowed to earn a living until recently. I have 3 children, that we have elected to Home School. This does allow me to be flexible in my commitments.

Perry Langham
504 Dinge Bay Drive, Greenridge
Round Rock, TX 78664
512-394-8512
404-643-7799 (cell)

I served on a HOA board in Conyers, Georgia for 2 years beginning in 2000. It was a board consisting of 8 members and representing about 200 households. This was a community around a lake that also has their own water well system and maintains their own paved streets so there were issues pertaining to budget and improvements to deal with.

I ran my own computer data service business for years and am now a Notary Public working out of my home here in Greenridge.

We came here last December from Georgia as renters but we just moved to our new home at 504 Dinge Bay Drive.

I would be happy to serve on the Pflugerville Annexation Negotiation Committee.

Scott & Sheila Thomas
19601 Cheyenne Valley Dr.
Round Rock, TX 78664
216-543-7869 (Scott)
216-543-7913 (Sheila)
setsmt@hotmail.com (Scott)
smttexas@hotmail.com (Sheila)

We have done some volunteer work in the past with Girl Scouts, Habitat for Humanity and I have even coached some youth soccer. We were also very active in school activities when we were living in Ohio.



Engineers, Architects, Planners, Construction Engineers and Inspectors

ERNST TOUSSAINT, E.I.T.

19508 San Chisolm Drive Round Rock, TX 78664

Engineering In Training (#1100011017), NACE Certified Level 3 Coatings Inspector (#12123) and Bridge Certified Coating Level 2 Inspector (#100013)

6/07 – Present

Greenman-Pedersen, Inc., Director of Coatings – Chemical Engineer

Responsibilities include providing condition assessments, marketing and business development, coatings analysis, specification preparation, cost estimates, failure investigation, full-time coating inspection project management and expert witness testimony.

PREVIOUS EXPERIENCE

7/04 – 05/07

KTA-Tator Inc.

Responsibilities include making staffing recommendations and implementing major proposal strategies, serving client needs in a thorough and timely manner, budgeting, sales and marketing efforts, supervising inspections, scheduling of projects, preparing estimates, preparing order entry forms, extracting coating samples on structures, site-specific condition evaluation of coatings application, environmental compliance, evaluating performance of field coating/shop inspectors, and failure investigation.

Structural Steel

- Harbor Bridge, Corpus Christi, TX (Texas Department of Transportation) – Constructed in 1959; structural steel truss arch bridge; second tallest bridge in Texas; span of 620 feet; road deck is 138 feet over the Corpus Christi Channel
- Coating of structural steel members and cable stays for the Alamodome, San Antonio, TX – Opened in 1993; basketball/football stadium and convention center; seats 65,000 to 72,000 spectators
- John E. Mathews Bridge, Jacksonville, FL (Florida Department of Transportation) – Opened in 1953; structural steel through truss bridge; four lanes; crosses the St. Johns River; total length 7,736 feet;
- Twin steel box girder bridges in Lee and Sarasota Counties in Sarasota, FL. Structural steel twin box girders which includes four lanes of highway over Interstate 75; total length 5,400feet.
- 400+ steel box girders fabricated and painted for the Tampa Airport Interchange Project, Miami Intermodal Terminal Access Project, and US 19 over Sunset Point at fabrication facilities including Tampa Steel and Erecting, Pop's Painting, PDM Bridge (Palatka, FL), Tampa Tank, Florida Structural Steel and King Fabricators (Houston, TX).

- Elevated Water Storage and Jet Fuel Tank (JP-8) inner coat lining

Cable-Stayed (Suspension)

Sunshine Skyway Bridge, St. Petersburg/Bradenton, FL (Florida Department of Transportation) – Constructed completed in 1987; world's longest cable-stayed steel and concrete bridge, with a length of 29,040 feet (exactly 5.5 miles); longest span is 1200 feet, which is 193 feet over the water; 21 steel cables clad in nine-inch steel tubes along the center line of the bridge support the structure.

My Florida Department of Transportation projects include project management of over fifteen major shop fabrication projects, condition assessment and technical special provision reports for the cleaning and painting of structures. A listing of those structures is presented below:

- Three FDOT bridges in District 7 (Valroy Road over I-75, I-275/US 19 over Bunces Pass and US 19A/SR595 over SR666 eastbound)
- SR 9A over US 17
- Thomas B. Adams Bridge
- Over 15 bridges along SR 408, SR 417, and SR 528 of the Orlando Orange County Expressway system
- Spanish River Boulevard Bridge over the Intracoastal Waterway
- Three FDOT bridges in District 5 (Anderson Street over I-4, Anderson Street over CSX railroad and A1 over CSX railroad)
- SR292 over the Intracoastal Water Way
- Welch's Causeway Bridge
- SR 265 over CSX railroad
- A1A over the Halifax River
- SR 520 over the Indian River

Failure Analysis Projects

- Jacksonville Mast Arm Coating Analysis
- Damaco Group's Interior Coating Applied to Two Steel Freshwater Tanks located in Ponce, Puerto Rico
- Investigation of Discolored Exterior Coatings Applied to the Okefenokee Education and Resource Center, A Renovated School Building in Folkston, Georgia
- Coating Failure Investigation on Aluminum Railings in Orange Beach, Alabama.
- Coating Failure Investigation and Analysis Regarding Clear Coat Delimitation at the Disney Pop Century Resort, in Orlando, Florida
- Coating Investigation of the Exterior Coatings Applied to St. Edmunds Episcopal Church for The Church Restoration Group

10/02 – 6/04 Digital Optronics Corporation, Alachua, FL

Chemical Engineer/Supervisor – Responsibilities included training chemical technicians in firm's monomer adsorption, distillation, and mixing process area. Other responsibilities included drafting/designing and implementing innovative

ideas in the firm's mixing process area. Other aspects included designing the compressed air lines systems in conjunction with ultra-high / low purity nitrogen generator supply lines for the plant, in addition to designing a small-scale research facility which included an operation of a step-growth polymerization process for the production of plastic optical fiber.

6/98 – 11/99 University of Florida, Gainesville, FL

Research Assistant, Department of Chemical Engineering – Exposed semi-conductors to Inductively Coupled Plasma (ICP) under various conditions and determined the breakdown voltages.

4/94 – 5/95 Florida Power & Light Company, Miami, FL

Assistant Engineering Design Intern – Job consisted of mapping the replacement of outdated transformers, providing new service, and moving existing service on ISIS, a computer graphics software program.

EDUCATION

University of Florida
BS, Chemical Engineering 2001

COMMUNITY SERVICE

St. Francis House (2001 - 2004)

I was involved in a community church outreach organization where we provided and served meals to feed the homeless families in the Alachua County area.

Ronald McDonald House (2003 - 2004)

I was involved in a community church outreach organization where I organized a team that provided meals, gifts, entertainment and ministry to families whose seriously-ill children were receiving medical care from local hospitals and clinics.

English Language Institute (1998 - 1999)

I was given the opportunity to organize a team of college students whose time and resources aided foreign students understand the English language in a non-formal environment at the University of Florida's English Language Institute Center.

PROFESSIONAL ASSOCIATIONS

Society for Protective Coatings 9/04
NACE International 9/04
Florida Board of Professional Engineers 8/06
Texas Board of Professional Engineers 04/07

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 11/25/2008

A. REQUEST MADE BY: Commissioners Sarah Eckhardt & Ron Davis
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

DISCUSS AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY PARTICIPATION IN THE CREATION OF AN AUSTIN/TRAVIS COUNTY SUSTAINABLE FOOD POLICY COUNCIL IN COLLABORATION WITH THE CITY OF AUSTIN.



COMMISSIONER ECKHARDT



COMMISSIONER DAVIS

A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 NOV 19 PM 5:07

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.

RESOLUTION ESTABLISHING TRAVIS COUNTY PARTICIPATION IN
THE AUSTIN/TRAVIS COUNTY SUSTAINABLE FOOD POLICY COUNCIL

1 **WHEREAS**, Travis County is a responsive community with limitless possibilities so
2 there is no excuse for hunger;

3
4 **WHEREAS**, Affordable and nutritious food, provided in a respectful manner, is a human
5 right;

6
7 **WHEREAS**, Travis County wishes to ensure that a wide variety of safe, nutritious and
8 sustainably-grown food is available to city residents;

9
10 **WHEREAS**, Travis County wishes to ensure that access to safe, nutritious and
11 sustainably-grown food is not limited by economic status, location, or other factors
12 beyond a resident's control;

13
14 **WHEREAS**, Travis County wishes to recognize that increasing the amount of fresh,
15 nutritious and sustainably-grown food in our region will have a positive impact on our
16 local economy;

17
18 **WHEREAS**, Travis County wishes to recognize that increasing the amount of fresh,
19 nutritious and sustainably-grown food in our region will have a positive affect on the
20 region's efforts to reduce energy consumption;

21
22 **WHEREAS**, Travis County wishes to ensure that the price of food in the city and the
23 county remains reasonably close to the average price existing in the balance of the region
24 and stable as compared to the median family income;

25
26 **WHEREAS**, Travis County wishes to ensure that the region maintains the natural
27 resources, land base, infrastructure and skill sets necessary to produce fresh, nutritious
28 and sustainably-and-locally grown food;

29
30 **WHEREAS**, Travis County wishes to recognize the importance of providing education
31 to its residents to support a healthy, local food system by promoting environmental,
32 nutritional, cultural, culinary, and horticultural awareness;

33
34 **WHEREAS**, Travis County wishes to ensure that the region preserves our unique food
35 culture, traditions, and heritage; and

36
37 **WHEREAS**, The Austin City Council also support these goals and efforts to improve our
38 food system in order to benefit the citizens of Austin and Travis County.
39

NOW THEREFORE BE IT RESOLVED, that the Travis County Commissioners Court establishes, in partnership with the City of Austin, an Austin/Travis County Sustainable Food Policy Council;

BE IT FURTHER RESOLVED,

(A) The Sustainable Food Policy Council is composed of 13 members. The Council may include representatives from the retail food industry, consumer interest groups, the health care and wellness community, the emergency food program community, the local agriculture industry, soil and compost producers, the food or nutrition education field, the non-profit food organization community, the for-profit food industry, and the food manufacturing industry. Council members should either reside or do business in Travis County.

(1) The Austin City Council shall appoint 7 members.

(2) The Travis County Commissioners Court shall appoint 6 members.

(B) The Council shall serve as an advisory body to the Austin City Council and Travis County Commissioners Court concerning the need to improve the availability of safe, nutritious, locally, and sustainably-grown food at reasonable prices for all residents, particularly those in need, by coordinating the relevant activities of city and county governments, as well as non-profit organizations, and food and farming businesses.

(C) The Council shall:

(1) monitor the availability, price and quality of food throughout the Austin and Travis County area;

(2) collect data on the food security (i.e., access to an affordable, diversified local food supply) and the nutritional status of city residents;

(3) inform city and county policy makers, administrators, and the public-at-large about the status of the region's food system and food security;

(4) monitor and analyze the administration of city and county food and nutrition programs;

(5) explore new means for the city and county to improve the local food economy, the availability, sustainability, accessibility, and quality of food, and assist city and county departments in the coordination of their efforts;

(6) review availability and recommend measures to promote the preservation of agricultural land in Travis County;

(7) and recommend to the city and county adoption of measures that will improve existing local food production and add new programs, incentives, projects, regulations, or services.

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(D) Any actions taken by the Council which require direct financial participation must be presented to the Commissioners Court for approval and are subject to county statutory authority.

This ordinance takes effect on _____, 2008.

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Travis County Commissioners' Court Agenda Request

Meeting Date: NOVEMBER 25, 2008

I. A. Requestor: Constables Pct 1-5 Phone # 854-4487

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FISCAL YEAR 2008 ASSET FORFEITURE REPORTS AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE FOR THE FOLLOWING DEPARTMENTS:

- | | |
|---------------------|---------------------|
| A. CONSTABLE PCT. 1 | D. CONSTABLE PCT. 4 |
| B. CONSTABLE PCT. 2 | E. CONSTABLE PCT. 5 |
| C. CONSTABLE PCT. 3 | |

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.

Heather Kollum, Const Pct 2, x44487	
Jim Connolly, County Attorney's Office	

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

**FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency Name:	<u>Travis County Constable</u>	Reporting Period: (local fiscal year)	<u>10/01/07-09/30/08</u>
Agency Mailing Address:	<u>Pct. 1</u> <u>1811 Springdale Rd. #120</u> <u>Austin, TX 78721</u>	example:	<u>01/01/08 to 12/31/08,</u> <u>09/01/07 to 08/31/08 etc.</u>
Phone Number:	<u>(512) 854-7519</u>		
County:	<u>Travis</u>		

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I	Beginning Balance	
	A) Forfeited Funds	\$ <u>0.00</u>
	INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.	
	B) Seized Funds	\$ <u>0.00</u>
	INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.	
II	Seizures and Forfeiture Receipts during Reporting Period	
	A) Currency and Negotiable Instruments	
	1) Amount Seized by Reporting Agency	\$ <u>0.00</u>
	INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	
	2) Amount Forfeited to and Received by Reporting Agency (including interest)	\$ <u>0.00</u>
	INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.	
	3) Amount Returned to Detendants	\$ <u>0.00</u>
	B) Other Property	
	List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.	

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)	0	0	0
5) Other Property Description <u>NA</u>	0	0	0
Other Property Description <u>NA</u>	0	0	0
Other Property Description <u>NA</u>	0	0	0

III Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5) \$ 0.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period

IV Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency

A Proceeds - (should be a dollar amount) \$ 0.00

B Vehicles - (should be a number not a currency amount) 0.00

C Other - (should be a number not a currency amount) 0.00

V Interest Earned on Forfeited Funds During Reporting Period..... \$ 0.00

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account

VI Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	\$	<u>0.00</u>	
Overtime	\$	<u>0.00</u>	
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	\$	<u>0.00</u>	
Supplies (includes cellular air time, miscellaneous commodities)	\$	<u>0.00</u>	
Travel	\$	<u>0.00</u>	
Training	\$	<u>0.00</u>	
Paid to or Shared with Cooperating Agency	\$	<u>0.00</u>	
Confidential Informant Payments	\$	<u>0.00</u>	
Prevention / Treatment Programs	\$	<u>0.00</u>	
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	\$	<u>0.00</u>	
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	\$	<u>0.00</u>	
Other (attach additional sheets if necessary)			
Description _____	\$	_____	
Description _____	\$	_____	
Description _____	\$	_____	
	Other Total	\$	<u>0.00</u>
<u>TOTAL EXPENDITURES:</u>		\$	<u>0.00</u>

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER
APPROPRIATE HEAD OF GOVERNING
BODY OR DESIGNEE

TITLE

Samuel T. Biscoe, County Judge

SIGNATURE

DATE

RETURN COMPLETED FORM TO:

renee.gray@oag.state.tx.us
(512)305-8882

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Travis County Constable Pet 2 Reporting Period: 10/01/07 to 09/30/08
(local fiscal year)
Agency Mailing Address: 10409 Burnet Road, Sk 150 example: 01/01/08 to 12/31/08,
Austin, TX 78758 09/01/07 to 08/31/08 etc.
Phone Number: (512) 854-9697
County: Travis

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds \$ 0

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds \$ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency \$ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) \$ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants \$ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)			
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property Description: _____			
Other Property Description: _____			
Other Property. Description: _____			

III Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)

\$ 0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)

\$ 0

B. Vehicles - (should be a number not a currency amount).....

0

C. Other - (should be a number not a currency amount)

0

V Interest Earned on Forfeited Funds During Reporting Period

\$ 0

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	\$ 0
Overtime.....	\$ 0
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	\$ 0
Supplies (includes cellular air time, miscellaneous commodities).....	\$ 0
Travel	\$ 0
Training	\$ 0
Paid to or Shared with Cooperating Agency	\$ 0
Confidential Informant Payments.....	\$ 0
Prevention / Treatment Programs	\$ 0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	\$ 0
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc)	\$ 0
Other (attach additional sheets if necessary)	
Description:	\$ 0
Description:	\$ 0
Description:	\$ 0
	Other Total
	\$ 0
TOTAL EXPENDITURES:	\$ 0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER
APPROPRIATE HEAD OF GOVERNING
BODY OR DESIGNEE

TITLE:

SIGNATURE:

DATE:

Sam Biscoe

 County Judge

RETURN COMPLETED FORM TO:

renee.gray@oag.state.tx.us
(512)305-8882

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Travis County Constable, Reporting Period: 10/1/07 to 9/30/08
Precinct 3 (local fiscal year)
Agency Mailing Address: 8656-B Hwy 71 West example: 01/01/08 to 12/31/08,
Austin, TX 78735 09/01/07 to 08/31/08 etc.
Phone Number: (512) 854-2195
County: Travis

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I Beginning Balance

A) Forfeited Funds. \$ 0

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds. \$ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

II Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency. \$ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) \$ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants \$ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0
5) Other Property: Description: _____			
Other Property Description: _____			
Other Property Description: _____			

III Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5).....

\$ 0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency

A. Proceeds - (should be a dollar amount).....

\$ 0

B. Vehicles - (should be a number not a currency amount).....

0

C. Other - (should be a number not a currency amount).....

0

V. Interest Earned on Forfeited Funds During Reporting Period.....

\$ 0

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category

Salaries	\$	0	
Overtime	\$	0	
Equipment (includes vehicles, computers & software, maintenance costs, etc)	\$	0	
Supplies (includes cellular air time, miscellaneous commodities)	\$	0	
Travel	\$	0	
Training	\$	0	
Paid to or Shared with Cooperating Agency	\$	0	
Confidential Informant Payments	\$	0	
Prevention / Treatment Programs	\$	0	
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	\$	0	
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	\$	0	
Other (attach additional sheets if necessary)			
Description: _____ \$ _____			
Description: _____ \$ _____			
Description: _____ \$ _____			
	Other Total	\$	
		\$	0
<u>TOTAL EXPENDITURES:</u>		\$	0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER
APPROPRIATE HEAD OF GOVERNING
BODY OR DESIGNEE

TITLE

SIGNATURE

DATE:

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

renee.gray@oag.state.tx.us
(512)305-8882

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

03 JUN 13 11 04:13

Agency Name: Travis County Constable,
Pct. 4
Agency Mailing Address: 4011 McKinney Falls #1100
Austin, Texas 78744
Phone Number: (512) 854-9488
County: Travis

Reporting Period: (local fiscal year) 10/01/07 to 09/30/08
example: 01/01/08 to 12/31/08,
09/01/07 to 08/31/08 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... \$ 0.00

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... \$ 0.00

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... \$ 0.00

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) \$ 0.00

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... \$ 0.00

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0
5) Other Property: Description: _____	N/A	N/A	N/A
Other Property: Description: _____	N/A	N/A	N/A
Other Property: Description: _____	N/A	N/A	N/A

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... \$ 0.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... \$ 0.00

B. Vehicles - (should be a number not a currency amount)..... 0.00

C. Other - (should be a number not a currency amount)..... 0.00

V. Interest Earned on Forfeited Funds During Reporting Period..... \$ 0.00

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

03 JUN 13 2:10 PM
 03 JUN 13 2:10 PM

03 JUN 13 AM 9:20

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries.....	\$ 0.00
Overtime.....	\$ 0.00
Equipment (includes vehicles, computers & software, maintenance costs, etc.).....	\$ 0.00
Supplies (includes cellular air time, miscellaneous commodities).....	\$ 0.00
Travel.....	\$ 0.00
Training.....	\$ 0.00
Paid to or Shared with Cooperating Agency.....	\$ 0.00
Confidential Informant Payments.....	\$ 0.00
Prevention / Treatment Programs.....	\$ 0.00
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.).....	\$ 0.00
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).....	\$ 0.00
Other: (attach additional sheets if necessary)	
Description: _____ \$ _____	
Description: _____ \$ _____	
Description: _____ \$ _____	
	Other Total \$ 0.00
TOTAL EXPENDITURES:	\$ 0.00

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE:

TITLE:

SIGNATURE:

DATE:

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

rene.e.grav@oag.state.tx.us
(512)305-8882

FREQUENTLY ASKED QUESTIONS

08 JUN 13 11:23:23

WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure or has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

- 1) Airport Police
- 2) City Attorney*
- 3) City Marshal
- 4) Constables
- 5) County Attorney
- 6) District Attorneys
- 7) Fire Departments / Fire Marshal
- 8) Hospital Districts
- 9) Police Departments
- 10) Public Universities and Junior Colleges
- 11) School Districts with Police Departments
- 12) Sheriff Departments
- 13) State Agencies
- 14) Task Forces
- 15) Water Districts

* City attorneys are only required to fill out this form if their city has a population over 250,000.

MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

Simply fill out the forms with zeros and return to the OAG.

WHEN IS THE REPORT DUE?

Per the statute the report is due 60 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 60 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Travis County Constable Pet 5 Reporting Period: 10/01/07 to 09/30/08
(local fiscal year)
Agency Mailing Address: 1003 Guadalupe St example: 01/01/08 to 12/31/08,
Austin, TX 78701 09/01/07 to 08/31/08 etc.
Phone Number: (512) 854-9100
County: Travis County

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds \$ 3790

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds \$ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency \$ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) \$ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants \$ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc)			
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)			
5) Other Property Description _____			
Other Property Description _____			
Other Property Description _____			

III Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)

\$ 0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the total dollar amount or total number of items received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency

A Proceeds - (should be a dollar amount)

\$ 0

B Vehicles - (should be a number not a currency amount).

0

C Other - (should be a number not a currency amount)

0

V Interest Earned on Forfeited Funds During Reporting Period

\$ 108

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e g the District Attorney's account

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	\$ 0
Overtime	\$ 0
Equipment (includes vehicles, computers & software, maintenance costs, etc)	\$ 0
Supplies (includes cellular air time, miscellaneous commodities).....	\$ 0
Travel.....	\$ 0
Training.....	\$ 0
Paid to or Shared with Cooperating Agency.....	\$ 0
Confidential Informant Payments	\$ 0
Prevention / Treatment Programs	\$ 0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.).....	\$ 0
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc)	\$ 0
Other. (attach additional sheets if necessary)	
Description: _____ \$ _____	
Description: _____ \$ _____	
Description: _____ \$ _____	
	Other Total \$ 0
TOTAL EXPENDITURES:	\$ 0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE.

Sam Biscoe

TITLE

County Judge

SIGNATURE

DATE

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

renee.gray@oag.state.tx.us
(512)305-8882

27

Travis County Commissioners Court Agenda Request

Voting Session 11/25/08
(Date)

Working Session 11/25/08
(Date)

I. A. Request made by: **COUNTY ATTORNEY (TIM LABADIE)** Phone # **854-9513**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: **RECEIVE BRIEFING FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING SETTLEMENT OFFER IN ALISON TARTER WORKER'S COMP. LIEN CASE; SUBROGATION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. § 551.071(1)(B).**

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

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

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Dan Mansour – HR/RM
Alicia Perez – Facilities Management

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

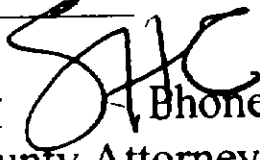
RECEIVED
COUNTY ATTORNEY'S OFFICE
08 NOV 13 PM 1:23

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.

28

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: November 25, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty  Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

C. Approved by: _____
Signature of Commissioner or Judge

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

Joe Gieselman, Executive Mgr., TNR, 854-9383

RECEIVED
COUNTY ATTORNEY'S OFFICE
NOV 19 11 11 50

III. Required Authorizations: Please check if applicable.

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

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

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

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

AGENDA REQUEST

Please consider the following item for:

Executive Session 11/25/08 Voting Session 11/25/08

I. A. Request made by : COUNTY ATTORNEY (JMC) Phone No. 854-9539

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY, CONSIDER SETTLEMENT OFFER, AND TAKE APPROPRIATE ACTION REGARDING TAKEOVER AGREEMENT BETWEEN TRAVIS COUNTY AND INSURORS INDEMNITY COMPANY AS PERFORMANCE BOND SURETY ON CONTRACT BETWEEN TRAVIS COUNTY AND DSSICORPORATION FOR CONTROL PANEL UPGRADE AT TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDINGS 2 AND 3 (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN, SECTION 551.071)

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached*: YES___ NO X
*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and Eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session?
YES X NO___ Please list those contacted and their phone numbers:

Sheriff Greg Hamilton 854-9770
Cyd Grimes, Purchasing Agent 854-9700

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

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.

RECEIVED
COUNTY ATTORNEY
08 NOV 18 PM 1:58

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

30

RECEIVED
COUNTY CLERK'S OFFICE

Voting Session: November 25, 2008

08 NOV 18 PM 3:58

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 THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL 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, (4-9415)
 Gary Martin, Assistant County Attorney, (4-9415)
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

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

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, November 25, 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 November 7, 2008**

C. Approved By: DANA DEBEAUVOIR
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 NOVEMBER 7, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Friday, the 7th day of November 2008, the Commissioners' Court convened the Voting Session at 9:12 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 9:29 AM.

The Commissioners Court reconvened the Voting Session at 10:35 AM.

The Commissioners Court adjourned the Voting Session at 10:36 AM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident. (9:12 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 2, 3, 4, 5.A-K, 7, 8, 9, 11.A&B, 12, 13, 14, and 15. (9:16 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSIONS OF OCTOBER 21 AND 30, 2008.

RESOLUTIONS AND PROCLAMATIONS

1. APPROVE RESOLUTION RECOGNIZING NOVEMBER 11, 2008 AS "VETERANS' DAY" IN TRAVIS COUNTY. (9:18 AM)

Members of the Court heard from: Olie Pope, Director, Veterans' Services, Travis County Health and Human Services (TCHHS); Dawn Crane, US Army, Travis County Parade Committee's Women Veterans Coordinator; Renea Cotton, Veteran, United States Air Force; and Barbara Guerra, Staff Sergeant, National Guard.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the Resolution in Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

2. 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 \$889,154.23 FOR THE PERIOD OF OCTOBER 24 TO OCTOBER 30, 2008. (9:16 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:16 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 NEW FISCAL YEAR 2009 STAR FLIGHT POSITIONS FOR SUPPLEMENTAL AVIATION PAY EFFECTIVE NOVEMBER 1, 2008, WHICH INCLUDE DIVISION COMMANDER, DISTRICT COMMANDER, FLIGHT NURSE RN AND FLIGHT PARAMEDIC JOB TITLES. (9:16 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SEXUAL ASSAULT NURSE EXAMINER CONTRACT SERVICES: (9:16 AM)
 - A. APPROVE MODIFICATION NO. 5 TO CONTRACT NO. PS070028JT, AUSTIN TRAVIS COUNTY SANE, INC.;
 - B. APPROVE MODIFICATION NO. 2 (TERMINATION NOTICE) TO CONTRACT NO. PS070034JT, LADONNA K. SHIRLEY;
 - C. APPROVE MODIFICATION NO.1 (TERMINATION NOTICE) TO CONTRACT NO. PS080187VR, SUSAN HARRIS;
 - D. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070029JT, CAROLYN DALE;
 - E. APPROVE MODIFICATION NO.2 TO CONTRACT NO. PS070030JT, CHRISTIE KREMER;
 - F. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS070031JT, JULIE GIBBS;
 - G. APPROVE MODIFICATION NO.2 TO CONTRACT NO. PS070033JT, LINDA SIFUENTES;
 - H. APPROVED MODIFICATION NO. 2 TO CONTRACT NO. PS070176JT, ANNE MARTIN;
 - I. APPROVED MODIFICATION NO. 2 TO CONTRACT NO. PS070177JT, RACHAEL HERRERA;
 - J. APPROVED MODIFICATION NO. 1 TO CONTRACT NO. PS070334VR, JENNY BLACK; AND
 - K. APPROVED MODIFICATION NO. 1 TO CONTRACT NO. PS070335VR, KATHLEEN GANN. (SHERIFF'S OFFICE)

Clerk's Note: Items 5.A-K approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 6. APPROVE MODIFICATION NO. 5 TO INTERLOCAL AGREEMENT NO. IL060341RE, TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION, FOR SUBSTANCE ABUSE SERVICES. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (9:17 AM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve Item 6.

Motion carried:

County Judge Samuel T. Biscoe	abstain
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

- 7. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 8) TO CONTRACT NO. 03T00058OJ, ALLIANCE WORK PARTNERS, FOR THE EMPLOYEE ASSISTANCE PROGRAM FOR TRAVIS COUNTY EMPLOYEES. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (9:16 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 8. APPROVE CONTRACT NO. PS090061VR, MARIANNE METZNER, LPC, TO PROVIDE PROFESSIONAL VISITATION SERVICES FOR THE DOMESTIC RELATIONS OFFICE. (JUVENILE PROBATION) (9:16 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 9. APPROVE MODIFICATION NO. 9 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD., FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TRANSPORTATION AND NATURAL RESOURCES EASTSIDE SERVICE CENTER. (FACILITIES MANAGEMENT) (9:16 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:12 AM)

Item 10 not needed.

11. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:16 AM)
- A. GRANT APPLICATION WITH THE TEXAS WATER DEVELOPMENT BOARD FOR A FLOOD MITIGATION ASSISTANCE PLANNING GRANT FOR TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT TO UPDATE TRAVIS COUNTY'S HAZARD MITIGATION ACTION PLAN; AND
 - B. GRANT CONTRACT TO THE OFFICE OF GOVERNOR OF TEXAS, CRIMINAL JUSTICE DIVISION FOR AN INTERNAL AFFAIRS SOFTWARE UPGRADE GRANT FOR THE SHERIFF'S OFFICE TO REPLACE THEIR EXISTING OFFICE OF INTERNAL AFFAIRS DATABASES.

Clerk's Note: Items 11.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

12. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:16 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. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF SEPTEMBER, 2008. (9:16 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 REQUEST FOR TRAVIS COUNTY SHERIFF'S OFFICE DETECTIVES TO TAKE AN ASSIGNED COUNTY VEHICLE TO SHREVEPORT, LOUISIANA FOR CRUELTY TO ANIMALS TRAINING. (9:16 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE ELECTED OFFICIAL BOND FOR CARLOS HUMBERTO BARRERA, JUDGE OF COUNTY COURT AT LAW NO. 8. (9:16 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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.

16. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT #486313. ^{1 AND 3}
(9:29 AM) (10:35 AM)

Clerk's Note: Judge Biscoe announced that Item 16 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.

Discussion only. No formal action taken.

Item 16 to be reposted on November 18, 2008.

NOVEMBER 7, 2008 VOTING SESSION

17. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT #141078. ^{1 AND 3}
(9:29 AM) (10:35 AM)

Clerk's Note: Judge Biscoe announced that Item 17 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.

Discussion only. No formal action taken.

Item 17 to be reposted on November 18, 2008.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL TO ACQUIRE OPEN SPACE PARKLAND ALONG ONION CREEK NEAR STATE HIGHWAY 71 EAST WITH 2005 AUTHORIZED BOND FUNDS, IN PRECINCT FOUR. ^{1 AND 2} (9:29 AM) (10:35 AM)

Clerk's Note: Judge Biscoe announced that Item 18 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.

Discussion only. No formal action taken.

Item 18 to be reposted on November 18, 2008.

- 19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE SELECTION OF PERSON TO FILL INTERGOVERNMENTAL RELATIONS COORDINATOR POSITION. ³ (9:29 AM) (10:35 AM)

Clerk's Note: Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we offer the position to Deece Eckstein, and that the County Judge be authorized to negotiate salary and other benefits with him, and report back to the Commissioners Court, hopefully on November 18, 2008.

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 19 to be reposted on November 18, 2008.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (10:36 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

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, November 25, 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
Special Voting Session of November 14, 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 NOVEMBER 14, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Friday, the 14th day of November 2008, the Commissioners' Court convened the Special Voting Session at 10:08 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis and Precinct Two Commissioner Sarah Eckhardt were not present during this Voting Session.

The Commissioners Court retired to Executive Session at 10:17 AM.

The Commissioners Court reconvened the Voting Session at 10:47 AM.

The Commissioners Court adjourned the Voting Session at 10:47 AM.

1. CANVASS ELECTION RETURNS AND DECLARE RESULTS FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (10:08 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to exempt the reading of all of the precinct by precinct results, and that we approve the canvass returns.

A Clarification of the previous Motion was made by Judge Biscoe that we waive the reading of the precinct by precinct results today and approve the total tally that is before us, as well as execute the order prepared by the County Attorney's Office.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court thanked the County Clerk's Office and everyone who worked this election.

NOVEMBER 14, 2008 VOTING SESSION

- 2. RATIFY COUNTY JUDGE'S RECEIPT OF, AND/OR TAKE OTHER APPROPRIATE ACTION WITH REGARD TO, A PETITION FROM TRAVIS COUNTY SHERIFF'S OFFICER'S ASSOCIATION REQUESTING AN ELECTION ON COLLECTIVE BARGAINING. (10:15 AM) (10:17 AM) (10:47 AM)

Clerk's Note: Judge Biscoe announced that Item 2 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Daugherty that we ratify the County Judge's receipt of the Petition on November 4, 2008.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to adjourn the Voting Session. (10:47 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	absent
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

C5

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 11/25/08

08 NOV 20 PM 3:12
RECEIVED
COUNTY CLERK'S OFFICE

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

Approve setting a Public Hearing on December 16, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 3' public utility easements located along the common lot line of Lots 101 and 102 of Edgewater Beach, Section 2 – a subdivision in Travis County, Precinct 3.

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

- II. A. Is backup material attached?*
- Yes X No ___

*Any backup material to be presented to the court must be submitted with this Agenda.
Request – 1 original and 8 copies

- B. Have the agencies affected by this request been invited to attend?
- Yes X No ___ Please list those contacted and their phone number.

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

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

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

- ___ Additional funding for your department
- ___ Transfer of funds within your department budget
- ___ A change in your department's personnel

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

AGENDA REQUEST DEADLINES

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



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

MEMORANDUM

DATE: November 17, 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 December 16, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 3' public utility easements located along the common lot line of Lots 101 and 102 of Edgewater Beach, Section 2 – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate two 3' public utility easements (PUE) located along the common lot line of Lots 101 and 102 of Edgewater Beach, Section 2. These lots front on Scenic Drive, a street maintained by Travis County. The owner of the property is in the process of applying for a permit to construct a residence that will be constructed across the common lot line of Lots 101 and 102. The purpose for this vacation is so that the improvements will not be considered encroaching on the subject PUEs.

The utility companies operating in the area have stated that they have no objection to vacating the two easements. TNR recommends the vacation 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. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Page 2

November 17, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the portions of easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (3)

Maps

PS:AB:ps

1105 Scenic Drive

08-PUF-10

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 3' public utility easements located along the common lot line of Lots 101 and 102 of Edgewater Beach, Section 2 as recorded at Book 9, Page 93 of the Plat Records of Travis County, Texas, so that proposed improvements are not encroaching on the subject public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the two 3' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 3' public utility 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 December 16, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 3' public utility easements located along the common lot line of Lots 101 and 102 of Edgewater Beach, Section 2, 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

Dept 992365

P. A. Webster
413 Box Elder Dr.
Magnolia, Texas 77354

November 4, 2008

Travis County
Transportation and Natural Resources
Planning and Engineering
411 West 13th Street
Austin, Texas 78767

Re 19518 and 19522 Scenic Drive, Spicewood, Texas

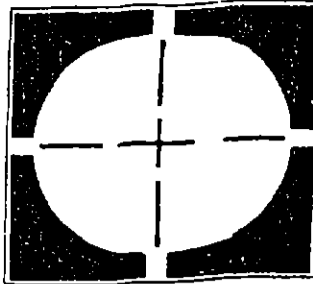
The plat of Edgewater Beach, Section Two, Spicewood, Texas, a subdivision in Travis County recorded in Book 9, Page 93, of the Plat Records of Travis County, Texas and said plat record reflects a three (3) foot Public Utility Easement along common lot lines of said subdivision and I, Patrick A. Webster, owner of Lots 101 and 102, desire to construct a residence that would require spanning the common lot line. I hereby request that the 3 foot Public Utility Easement be vacated by Travis County.

This easement along the common lot line between Lots 101 and 102 has been totally released by all utilities serving said subdivision and the releases have been recorded by the Travis County Clerk.

I can be reached on my cell phone # 832-4446490.

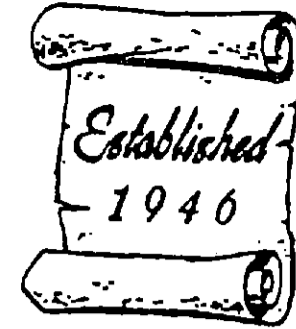
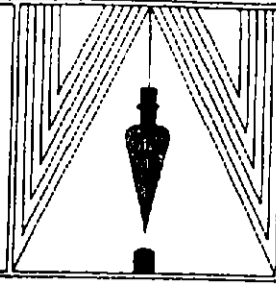
Sincerely,





WATSON SURVEYING

9501 CAPITAL OF TEXAS HWY.
SUITE 303 AUSTIN, TX 78759
346-8566 FAX 346-8568



FIELD NOTES FOR 900 SQUARE FEET OF LAND, MORE OR LESS, OUT OF LOTS 101 AND 102, EDGEWATER BEACH SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS RECORDED IN VOLUME 9, PAGE 93, TRAVIS COUNTY PLAT RECORDS, SAID 900 SQUARE FEET BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the mutual south corner of said Lots 101 and 102, in the north ROW line of Scenic Drive, for the midpoint of the south line hereof;

THENCE S89°05'00"W 3.00 feet with the south line of said Lot 102 to a point for the southwest corner hereof;

THENCE N00°55'00"W 150.00 feet crossing Lot 102 to a point in the north line of Lot 102, for the northwest corner hereof;

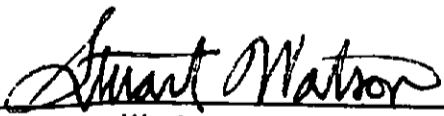
THENCE N89°05'00"E 6.00 feet with the north line of Lots 102 and 101 to a point in the north line of Lot 101, for the northeast corner hereof;

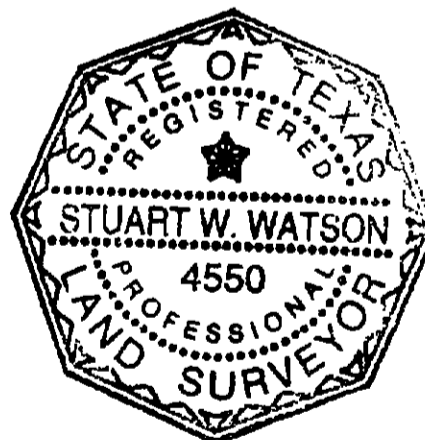
THENCE S00°55'00"E 150.00 feet crossing Lot 101 to a point in the south line of Lot 101, for the southeast corner hereof;

THENCE S89°05'00"W 3.00 feet with the south line of Lot 101 to the POINT OF BEGINNING, containing 900 square feet of land, more or less.

Bearing basis is the recorded plat of Edgewater Beach Section 2 (9/93)
This field note description is accompanied by a sketch

Prepared 10 November 2008 by:


Stuart Watson, RPLS 4550





WATSON SURVEYING
 3501 CAP OF TEX HWY. #303
 AUSTIN, TEXAS 78759
 PHONE (512) 345-8586

SKETCH TO ACCOMPANY FIELD NOTES FOR 900 SQUARE FEET,
 MORE OR LESS, OUT OF LOTS 101 AND 102, EDGEWATER BEACH
 SECTION 2, A SUBDIVISION RECORDED IN VOLUME 9, PAGE 93,
 PLAT RECORDS OF TRAVIS COUNTY, TEXAS

REFERENCE: L101-2ES



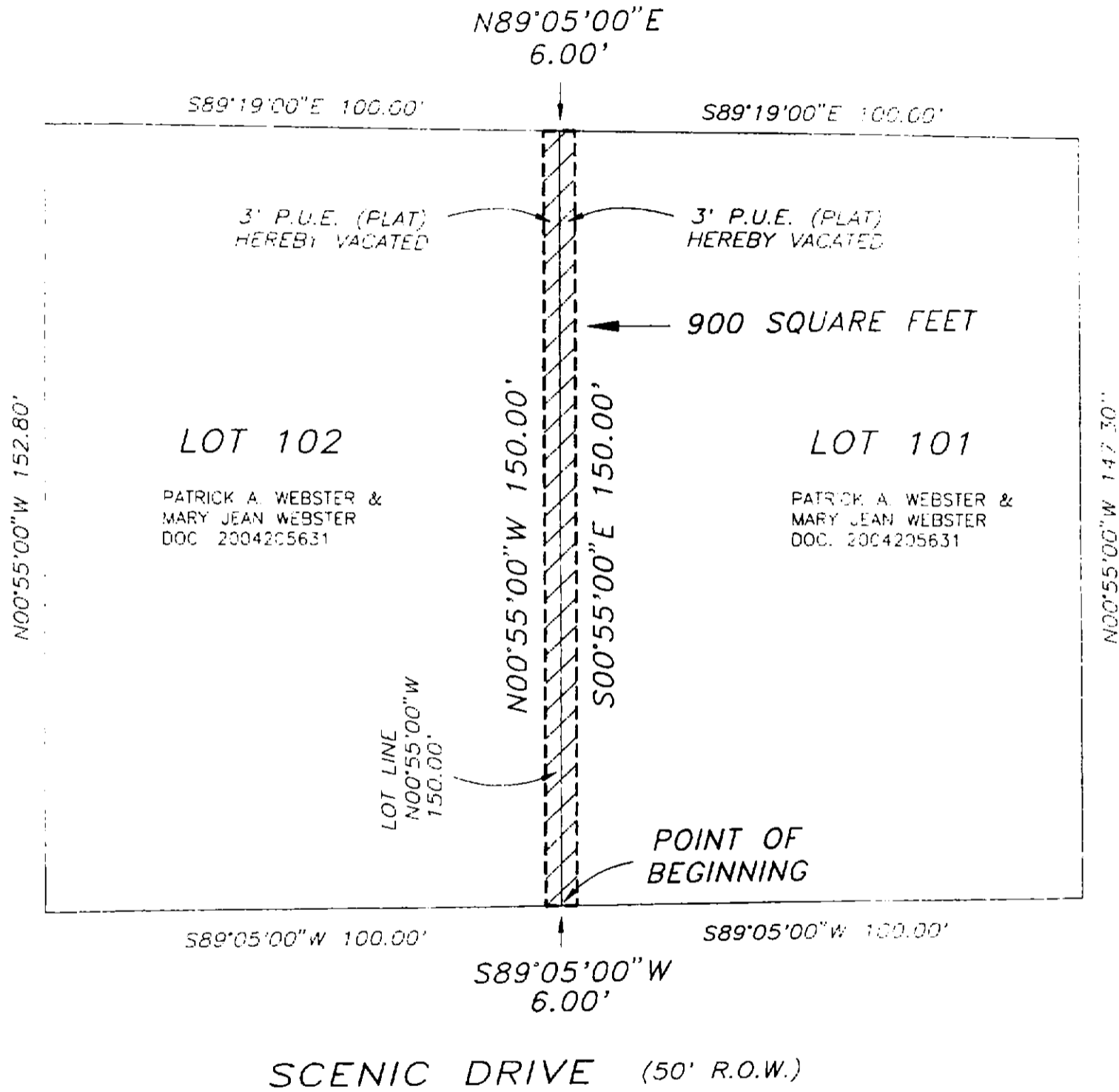
SCALE: 1"=40'

BEARING BASIS IS
 FROM PLAT

ALL COURSES ARE
 RECORD OR NEW
 UNLESS OTHERWISE
 NOTED

LEGEND

- 1/2" STEEL PIN FOUND
- 1/2" STEEL PIN FOUND W/CAP
- 1/2" STEEL PIN SET W/CAP
- B.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- - - FENCE
- E- OVERHEAD UTILITIES
- () RECORD INFORMATION



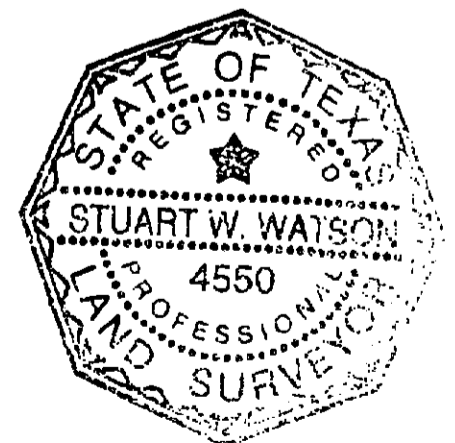
SCENIC DRIVE (50' R.O.W.)

NOTES:

THIS EASEMENT HAS BEEN RELEASED BY SOUTHWESTERN BELL TELEPHONE, L.P.
 (DOC. 2008180070, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS)

THIS EASEMENT HAS BEEN RELEASED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
 (DOC. 2008180071, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS)

THIS EASEMENT HAS BEEN RELEASED BY TIME WARNER CABLE
 (DOC. 2008180072, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS)



Stuart Watson

STUART W. WATSON, REGISTERED
 PROFESSIONAL LAND SURVEYOR,
 TEXAS LICENSE NUMBER 4550

DATED THIS 10 DAY OF NOVEMBER, 2008:



REL EASE 2008180071

Z F JS

RELEASE OF EASEMENT

ORIGINAL FILED FOR RECORD

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Edgewater Beach Inc., as previous owner of all lots in Edgewater Beach Subdivision, Section 2, 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 Edgewater Beach Subdivision, Section 2, said easement being recorded in Book 9, Page 93 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 three (3) feet in width along the side lot line of all lots within Edgewater Beach Subdivision, Section 2, in Travis County, Texas; and,

WHEREAS, Patrick A. Webster, as current owner of Lots 101 and 102 in Edgewater Beach Subdivision, Section 2, desires that the said three (3) foot public utility easement along the common boundary line between Lots 101 and 102 in Edgewater Beach Subdivision, Section 2, 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 P. O. Box 1, Johnson City, Texas, for and in consideration of Three Hundred Dollars (\$300.00), does hereby release the said three (3) foot public utility easement along the common boundary line between Lots 101 and 102 in Edgewater Beach Subdivision, Section 2, in Travis County, Texas, and referred to herein above.

EXECUTED: October 16, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

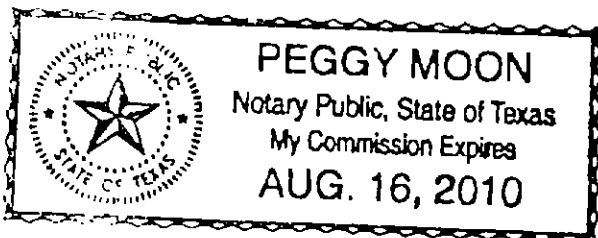
BY: Virgil Maldonado
Virgil Maldonado
District Manager

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, on this day personally appeared Virgil Maldonado, District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE October 16, 2008.

Peggy Moon
Notary Public in and for
The State of Texas





REL EASE 2008180072
2 PGS

STATE OF TEXAS
COUNTY OF TRAVIS

RELEASE OF EASEMENT

ORIGINAL
FILED FOR RECORD

WHEREAS, the plat of Lots 101 and 102, Section 2, Edgewater Beach, Spicewood, Texas, a subdivision in the County of Travis, of record in Book 9, Page 93, of the Plat Records of Travis County, Texas, and said plat record reflects a three foot public utility and drainage easement along either side of the common lot lines of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots 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 16th **day of** October, 2008.

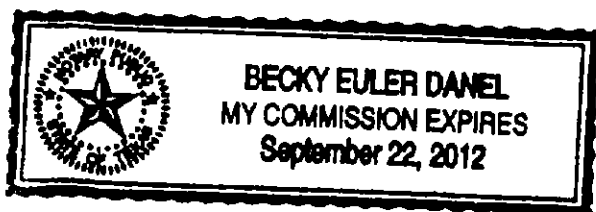
**Laurie Schumpert, Designer
Time Warner Cable**

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th **day of** October, 2008.

Notary Public, State of Texas

My commission expires: September 22, 2012



STATE OF TEXAS
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Edgewater Beach, Section 2, Spicewood, Texas, a subdivision in the County of Travis, of record in Volume 9, Page 93, Plat Records of Travis County, Texas, and said record reflects a 3 foot PUE on either side of the common side property line of Lots 101 and 102, of said subdivision, of record in Document 2004205631, Property Records of Travis County, Texas, and as applicant requests the release of said easements on said property, said property located at 19518 and 19522 Scenic Drive, AND:

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

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

EXECUTED this 28TH day of October, 2008

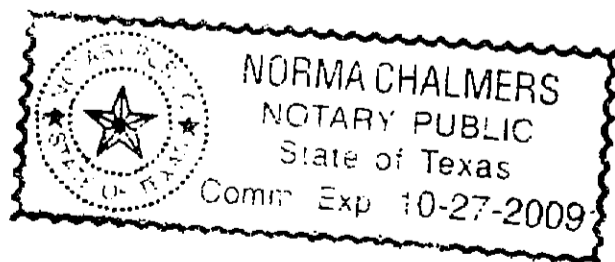

MGR.-ENG. DESIGN


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

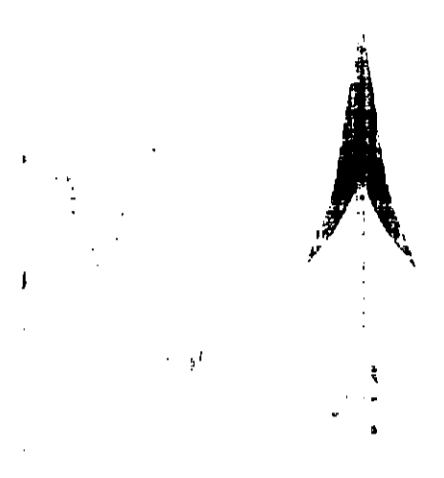
By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Marc Potter, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

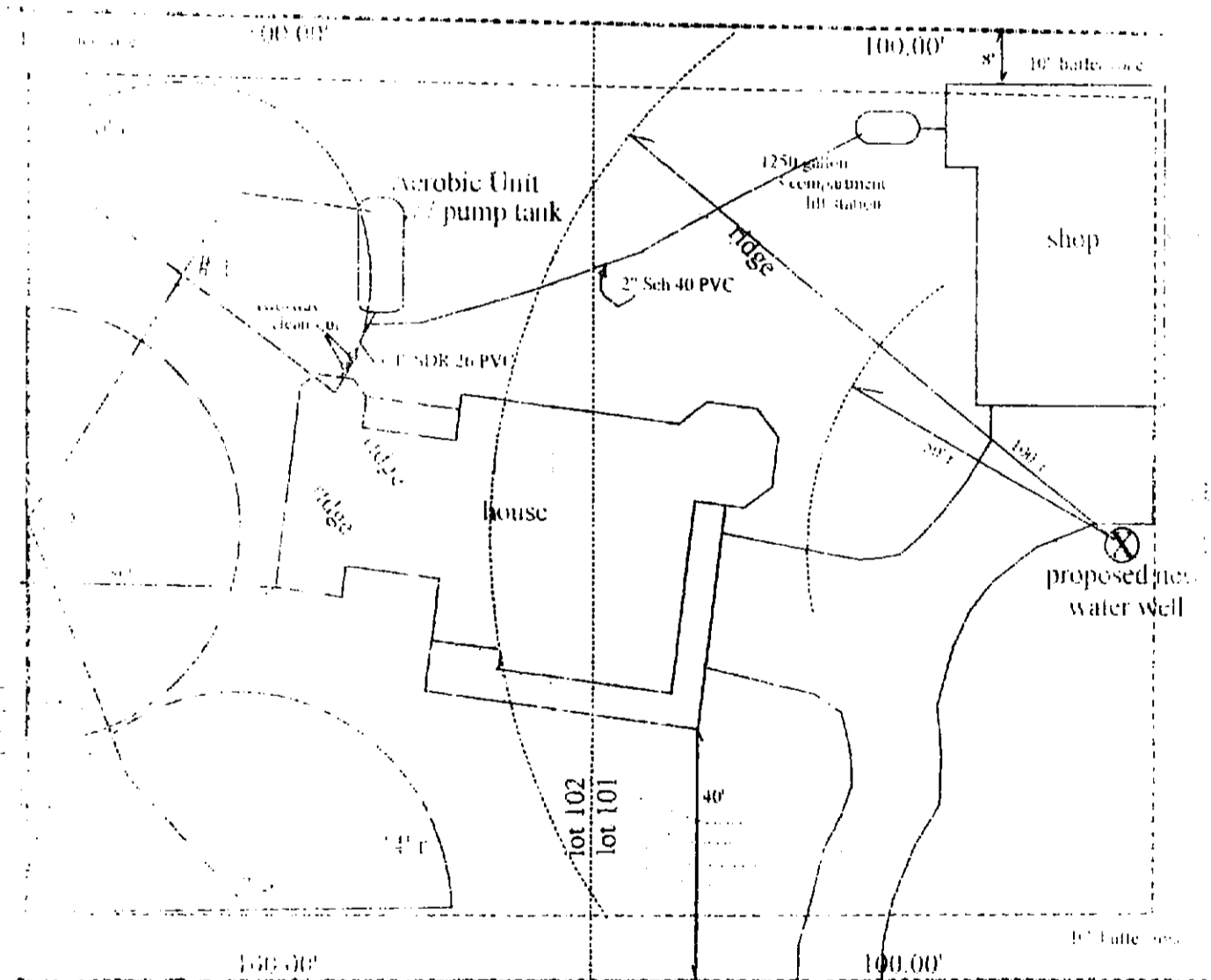
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 30th day of October, 2008



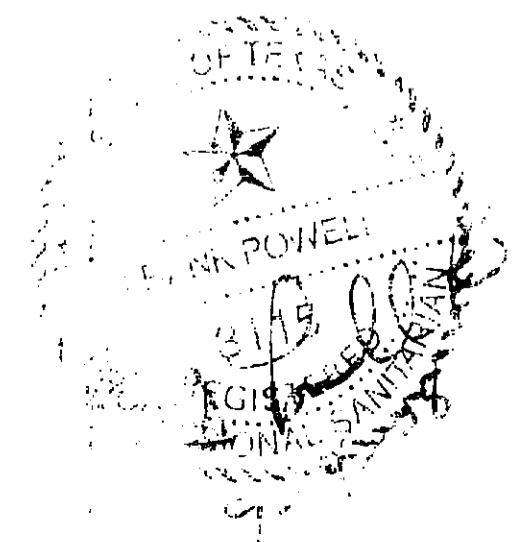

Notary Public, State of Texas
My commission expires 10-27-2009



Pat Oster
19518 Scenic Drive
Lots 101 & 102
Edgewater Beach
Lake Travis
Travis County



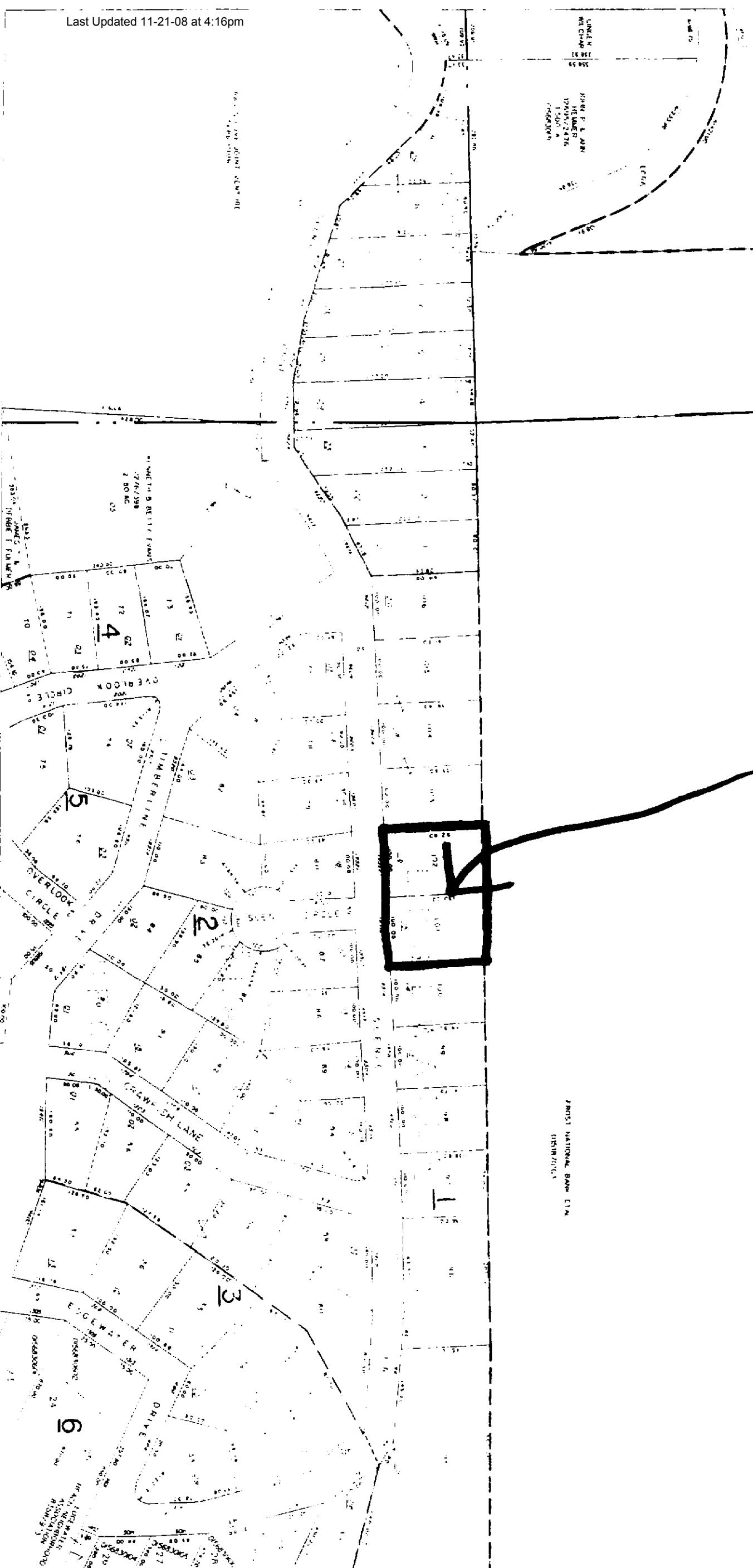
19518 Scenic Drive



THURMAN
BRIND
HARRIETTS
SPEC 11

LOTS 101 & 102 OF EDGEWATER BEACH, SECTION 2 - VACATE TWO 3' PUES

PUEs location



LAND NATIONAL BANK, L.P.A.
MEMPHIS, TN

LAND NATIONAL BANK, L.P.A.
MEMPHIS, TN

REVISIONS
07/26/2004

JURISDICTION
LAND NATIONAL BANK, L.P.A.
MEMPHIS, TN

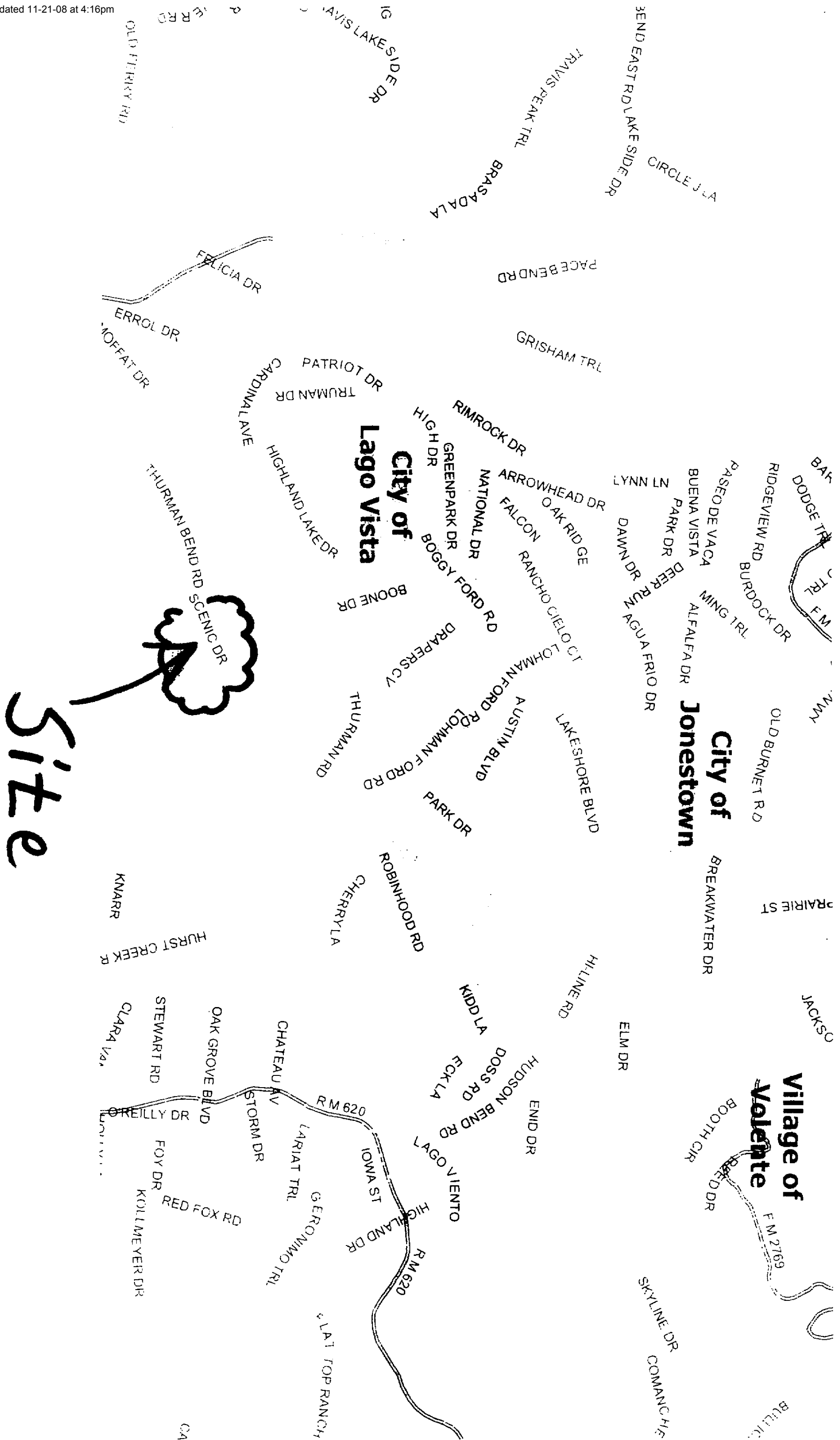
FRANKS CENTRAL APARTMENTS, L.P.A.
 3514 Cross Park Drive
 Austin, TX 78754
 Telephone Number: 512-834-9377
 Fax Number: 512-835-5371

SCALE
1" = 400' MAP
RT/FUTURE

MAP NO.
15687

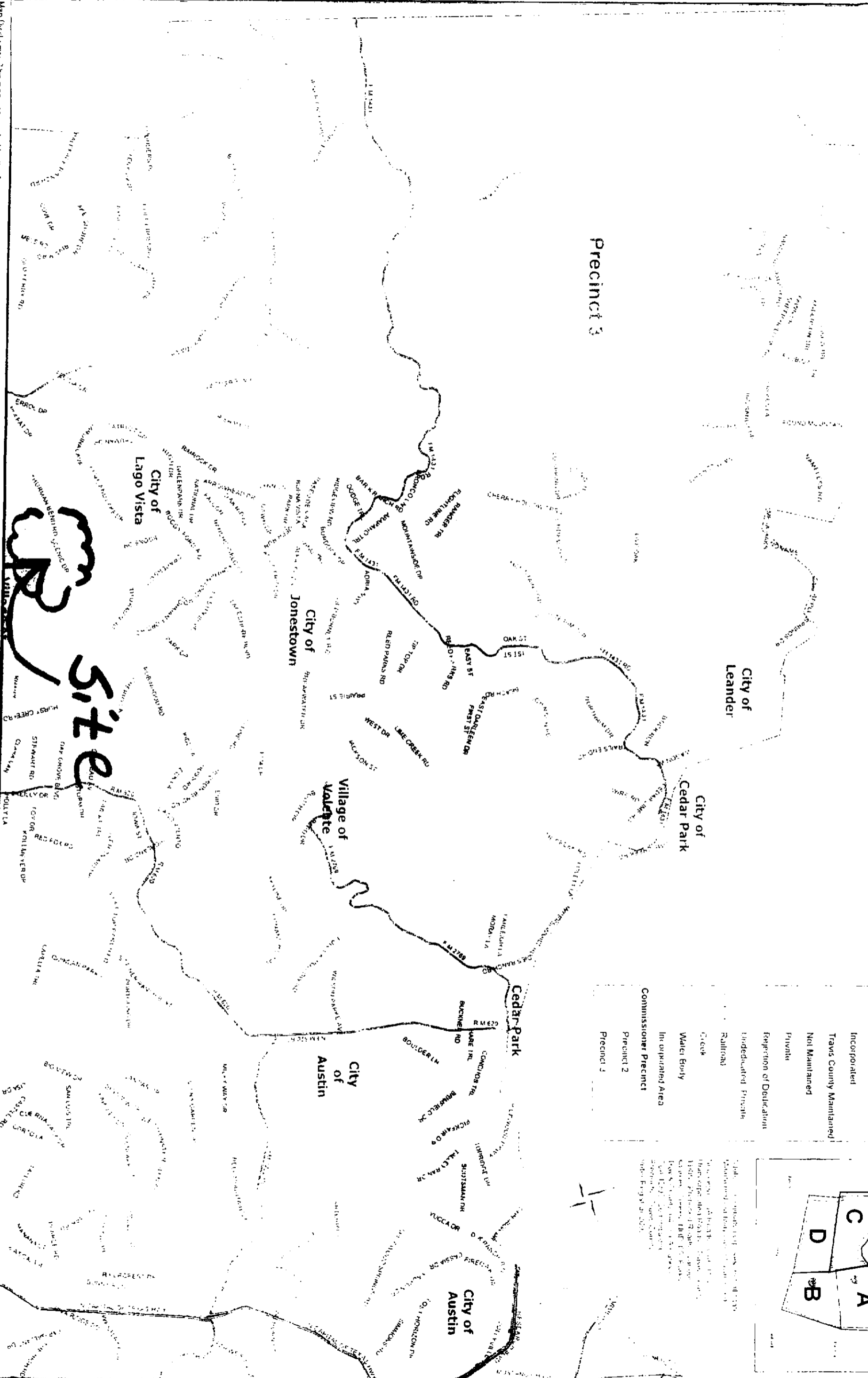
15685
15686
15687
15688
15486
15483
15485

LOTS 101 & 102 OF EDGEWATER BEACH, SECTION 2 - VACATE TWO 3' PUES



Site

LOTS 101 & 102 OF EDGEWATER BEACH, SECTION 2 - VACATE TWO 3' PUES



Precinct 3

City of Leander

City of Cedar Park

City of Jonesstown

Village of Valente

City of Austin

City of Lago Vista

Site

Travis County Roadways, Map C

Map Disclaimer: This map was prepared by the Travis County Surveyor's Office for identifying Travis County's unimproved roadways. The data is provided as is with no warranties of any kind. For questions, contact the Surveyor's Office at (512) 854-9183.

Text Scale:
1 inch equals 1,000 feet
1 centimeter equals 5,000 feet

Map Prepared by Travis County Surveyor's Office
Date: 03/04/2008
http://www.traviscountytx.gov

Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated Private
- Railroad
- Creek
- Water Body
- In organized Area
- Commissioner Precinct
- Precinct 2
- Precinct 3

Travis County Location Map

This map shows the location of Precinct 3 within Travis County. Precinct 3 is located in the western part of the county, bordering the cities of Leander, Cedar Park, and Austin. Precincts A, B, and D are also shown for reference.

Agenda Item No. 1 ✓

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY HOUSING FINANCE CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

AGENDA REQUEST

Work Session _____ Voting Session October 23, 2007 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 payments to Travis County for accounting and administrative services.

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:

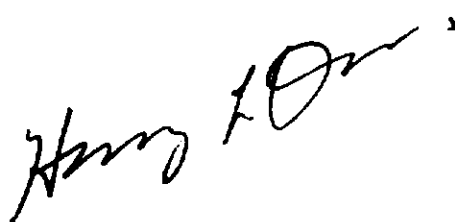
III. Required Authorizations: Please check if applicable.

- 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.

RECEIVED
60-1117-81-10150

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
 TRAVIS COUNTY HOUSING FINANCE CORPORATION
 CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
 TRAVIS COUNTY CULTURAL EDUCATION FACILITY FINANCE CORP.**

DATE: November 25, 2008
 TO: Board of Directors
 FROM: Harvey L. Davis, Manager 
 SUBJECT: Administrative Fees – Travis County

Proposed Motions:

To approve the following payments to Travis County for accounting and administration fees:

<u>Allocation per Actual Fund Balances</u>	9/30/2009 BALANCE	PERCENTAGE	ADM FEE COST
TRAVIS CO. HOUSING FINANCE CORP.	\$ 522,037.29	43.67%	\$ 56,837.14
TRAVIS CO. HEALTH FACILITIES DEV. CORP.	\$ 655,954.41	54.88%	\$ 71,417.46
CAPITAL INDUSTRIAL DEV. CORP.	\$ 8,226.18	0.69%	\$ 895.63
TC Cultural Education Fac. Finance Corp	\$ 9,127.55	0.76%	\$ 993.77
	\$1,195,345.43	100.00%	\$130,144.00

Summary and Background Information:

The Corporations contracted with Travis County to perform accounting, administrative and clerical services. The Contract commenced on October 1, 2008 and terminates on September 30, 2010. Sections 4.1 and 4.12 of the Contract require the Corporations to pay Travis County \$130,144 on or before October 31, 2008. Section 4.2 of the Contract requires the payment to be apportioned among the Corporations based on the total balance of funds as of September 30 of the fiscal year before the payment is due.

Three minor budget transfers from allocated reserves are needed because of differences between the budgeted and actual fund balance as of September 30, 2008. Attachment A shows the differences.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
 Leroy Nellis, Budget Manager
 Mary Mayes, Assistant Manager
 Miguel Gonzalez, Sr. Financial Analyst

Attachment A
Allocation of Audit and Administrative Fees

Travis County Corporations
Attachment A

Allocation per FY-09 Budget

<u>Allocation per Estimated Fund Balances</u>	<u>9/30/2009 BALANCE</u>	<u>PERCENT.</u>	<u>AUDIT FEE COST</u>	<u>ADM FEE COST</u>
TRAVIS CO. HOUSING FINANCE CORP.	\$ 532,452.72	44.16%	\$ 3,517.44	\$ 57,473.21
TRAVIS CO. HEALTH FACILITIES DEV. CORP.	\$ 655,894.81	54.40%	\$ 4,332.92	\$ 70,797.61
CAPITAL INDUSTRIAL DEV. CORP.	\$ 8,264.14	0.69%	\$ 54.59	\$ 892.04
TC Cultural Education Fac. Finance Corp	\$ 9,089.70	0.75%	\$ 60.05	\$ 981.15
	\$ 1,205,701.37	100.00%	\$ 7,965.00	\$ 130,144.00

<u>Allocation per Actual Fund Balances</u>	<u>9/30/2009 BALANCE</u>	<u>PERCENT.</u>	<u>AUDIT FEE COST</u>	<u>ADM FEE COST</u>
TRAVIS CO. HOUSING FINANCE CORP.	\$ 522,037.29	43.67%	\$ 3,478.52	\$ 56,837.14
TRAVIS CO. HEALTH FACILITIES DEV. CORP.	\$ 655,954.41	54.88%	\$ 4,370.85	\$ 71,417.46
CAPITAL INDUSTRIAL DEV. CORP.	\$ 8,226.18	0.69%	\$ 54.81	\$ 895.63
TC Cultural Education Fac. Finance Corp	\$ 9,127.55	0.76%	\$ 60.82	\$ 993.77
	\$ 1,195,345.43	100.00%	\$ 7,965.00	\$ 130,144.00

Difference - Budget vs. Actual

	<u>AUDIT FEE COST</u>	<u>ADM FEE COST</u>
TRAVIS CO. HOUSING FINANCE CORP.	\$ 38.93	\$ 636.06
TRAVIS CO. HEALTH FACILITIES DEV. CORP.	\$ (37.94)	\$ (619.85)
CAPITAL INDUSTRIAL DEV. CORP.	\$ (0.22)	\$ (3.59)
TC Cultural Education Fac. Finance Corp	\$ (0.77)	\$ (12.62)
	\$ (0.00)	\$ (0.00)

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 25, 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 payment to Professional Services Industries, Inc. for the State Jail Visitor Center project.

Approved by: _____
Signature of Samuel T. Biscoe, President

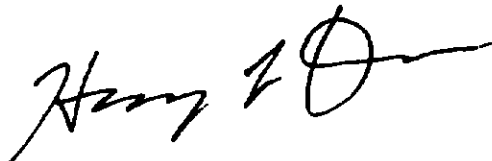
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: November 25, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager 
SUBJECT: State Jail Visitation Center

Payment for State Jail Project

Facilities Management Department sent the second payment request for the construction of the Visitor Center. The total is \$842.00 for PSI, Inc., the material testing firm.

Attached are the invoice and a memorandum from the Facilities Management Department.

Staff recommends approval of the request.

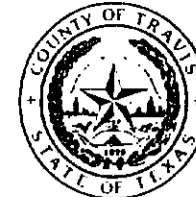
cc: Cliff Blount, Attorney
Rodney Rhoades, Executive Manager, Planning and Budget
Alicia Perez, Executive Manager, Administrative Operations
Roger El-Khory, M.S., P.E., Director, Facilities Management
Kimberly Pierce, Criminal Justice Planning Manager
John Hille, County Attorney's Office
Jim Barr, AIA, Sr. Project Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst

State Jail Visitation Center
Budget for the Project

Board Approved Budget \$ 275,000.00

<u>Expenditures</u>	<u>Date of Check or Approval</u>	<u>Amount</u>	
Texas Licensing and Regulation	12/13/2007	775.00	
Trinbuilt Construction	7/15/2008	5,378.30	
Jim Barr (reimbursements)	7/15/2008	123.30	
PSI, Inc.	9/2/2008	<u>1,205.50</u>	<u>(7,482.10)</u>
Balance as of November 18, 2008			267,517.90
Trinbuilt Construction	11/18 agenda	79,103.18	
Trinbuilt Construction	11/18 agenda	161,949.94	
Trinbuilt Construction	11/18 agenda	9,783.58	
Z-Non Electric, Inc.	11/18 agenda	<u>2,053.00</u>	<u>(252,889.70)</u>
PSI, Inc.	11/25 agenda	842.00	(842.00)
Balance of Visitation Budget in invoice approved on Nov. 25th.			<u><u>\$ 13,786.20</u></u>

(a \$25,000 donation has been received and deposited into the Corporation's bank account.)



FACILITIES MANAGEMENT DEPARTMENT

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

RECEIVED

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

08 NOV 17 PM 12:20

MEMORANDUM

TRAVIS COUNTY
PLANNING & BUDGET OFFICE
FMD Project: SPATIAL
FILE: 102

TO: Harvey Davis, Manager, Housing Finance Corporation

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

FROM: Jim Barr, AIA, Sr. Project Manager

DATE: November 13, 2008

SUBJECT: State Jail Visitor Center
Payment Request

Facilities Management Department requests that payment be made to Professional Services Industries, Inc. (PSI, Inc.) in the amount of \$842.00. The attached invoice from PSI, Inc., the materials testing company for the project, has been reviewed and is fair and reasonable.

PSI, Inc. provided soils testing and concrete testing for the project. The pay application for soils testing, in the amount of \$1,205.50, was paid by the Housing Finance Corporation in August 2008. This current pay application is for concrete testing during the foundation construction.

If you have questions or need additional information please contact Jim Barr, AIA, at 854-9190.

ATTACHMENTS:

- 1) Invoice No. 593491 from PSI, Inc.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations

Richard Avery, Architectural Associate



Professional Service Industries, Inc.
www.psiusa.com

Mail To: ATTN: ROGER ELKHOORY, PE
 COUNTY AUDITOR
 PO BOX 1748
 AUSTIN TX 78767

PSI
 Austin, TX USA
 (512) 491-0200

TRAVIS COUNTY - FMD
 RECEIVED

NOV 12 2008

INITIAL RE
 Bill To: TRAVIS COUNTY FACILITIES MGMT
 1010 LAVACA STREET
 SUITE 400
 AUSTIN TX 78701

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
584687		301-80084	08/31/08	593491	0001

Project: TRAVIS COUNTY STATE JAIL VISITORS CENTER

Date	Rpt #	Description	Quantity	Unit Cost	Amount
08/08/08	0004	ENGINEERING TECH	3.00	45.00	135.00
08/08/08	0004	TRIP CHARGE (PER DAY)	25.00	.50	12.50
08/08/08	0004	PREP & REVIEW OF REPORT (EA)	.30	51.00	15.30
08/12/08	0005	CONCRETE INSP PER HOUR	4.00	45.00	180.00
08/12/08	0005	TRIP CHARGE (PER MILE)	25.00	.50	12.50
08/12/08	0005	PREP & REVIEW OF REPORT (EA)	.30	51.00	15.30
08/12/08	0006	CON, COMPST-CYL (SET OF 3)	1.00	76.00	76.00
08/12/08	0006	PREP & REVIEW OF REPORT (EA)	.30	51.00	15.30
08/12/08	0007	CON, COMPST-CYL (SET OF 3)	1.00	76.00	76.00
08/12/08	0007	PREP & REVIEW OF REPORT (EA)	.30	51.00	15.30
08/13/08	0008	CYLINDER PICKUP (EA)	3.00	87.00	261.00
08/13/08	0008	TRIP CHARGE (PER MILE)	25.00	.50	12.50
08/13/08	0008	PREP & REVIEW OF REPORT (EA)	.30	51.00	15.30

Invoice Total: 842.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

To assure proper credit to your account, please return this remittance stub with your check made payable to Professional Service Industries, Inc.

Please mail remittance to:

Professional Service Industries, Inc.
PO Box 71168
Chicago, IL 60694-1168

Customer #	Invoice #	Project Number	Amount Enclosed
584687	593491	301-80084	

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 25, 2008 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Take appropriate action to approve resolution approving the transfer of the Bent Oaks apartments to RRE Bent Oaks, LLC, and an Agreement and Assumption Agreement related thereto.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

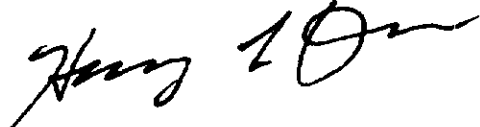
Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: November 25, 2008
TO: Board of Directors, Travis Housing Finance Corporation
FROM: Harvey L. Davis, Manager 
SUBJECT: Transfer of Bent Oaks Apartments

We received a request to approve the transfer of the Bent Oaks Apartments to RRE Bent Oaks, LLC, a Delaware limited liability company ("RRE") from AIMCO Bent Oaks, LLC. RRE is affiliated with Resource Real Estate, Inc., a Philadelphia based corporation. Resource Real Estate manages real estate investments valued at over \$1.7 billion, which includes over 10,000 multifamily rental units according to the attached letter. In addition the letter states they have experience managing tax credit and bond financed properties.

The bonds for Bent Oaks have been fully repaid. The affordable housing requirements expire on June 7, 2009. A recent compliance audit (done in November, 2007) determined that Bent Oaks was in compliance with the low income and eligible tenant requirements.

Attached is the letter of request, a Resolution approving the request, a draft Assumption Agreement and Consent, and a draft legal opinion.

Resource Real Estate agreed to pay the \$5,500 assumption fee.

We recommend approval of the request.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

RESOURCE REAL ESTATE, INC.
1845 Walnut Street • 10th Floor
Philadelphia, PA 19103
phone 215 231 7050 fax 215 640 6320

RECEIVED

08 NOV 12 AM 9:58

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

November 10, 2008

VIA OVERNIGHT AND ELECTRONIC MAIL

Mr. Harvey Davis
General Manager
Travis County Housing Finance Corporation
314 West 11th Street, Suite 540
Austin, Texas 78701

Re: Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 1996 (the "Regulatory Agreement") by and among Travis County Housing Finance Corporation ("Issuer"), American National Bank and Trust Company of Chicago ("Trustee") and AIMCO Bent Oaks, LLC ("Current Borrower")

Dear Mr. Davis:

RRE Bent Oaks, LLC, a Delaware limited liability company ("RRE") has entered into a Purchase and Sale Agreement with Current Borrower to purchase the real property and improvements thereon located at 3600 North Hills Drive, Austin, Texas, commonly known as the Bent Oaks Apartments (the "Property") on or about December 10, 2008. RRE has been provided with a copy of the above referenced Regulatory Agreement that we understand currently burdens the Property and which will continue to burden the Property until June 7, 2009. RRE hereby, respectfully requests approval from the Issuer to assume the obligations of the Borrower under the Regulatory Agreement. RRE agrees to execute an Assumption Agreement and Consent, provide a legal opinion as to the enforceability of such agreement and pay the \$5,500 assumption fee.

RRE is currently in the process of performing its due diligence at the Property, including but not limited to, an engineering study, Phase I environmental study, title and survey review, zoning and municipal compliance review, financial review and lease audit. With respect to the affordable housing obligations at the Property, RRE is reviewing the Current Borrower's compliance therewith as well as the current market conditions respecting income levels and market rental rates.

RRE intends to self manage the Property upon acquisition via its affiliate, Resource Residential. Both RRE and Resource Residential are subsidiaries of Resource Real Estate, Inc. ("Resource Real Estate"), which is a subsidiary of Resource America, Inc. (NASDAQ:REXI). Resource Real Estate manages a portfolio of real estate

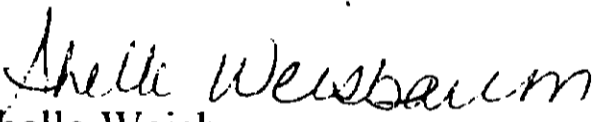
Mr. Harvey Davis
November 10, 2008
Page 2 of 2

investments valued at over \$1.7 billion, which includes over 10,000 multifamily residential rental units and over 1.3 million square feet of office, retail and industrial space. Resource Residential currently manages 44 multifamily apartment communities in 14 states for Resource Real Estate, including communities with assisted housing programs and numerous housing choice vouchers.

Harlan Krichman, President of Resource Residential with over 17 years experience in managing government assisted housing programs including Section 8, LIHTC and bond financed properties along with Anna Miller, Regional Vice President with Resource Residential, will be responsible for compliance with the Regulatory Agreement from and after acquisition of the Property.

Please let me know if you need any additional information in order to approve this request. I can be reached at 215.832.4187 or sweisbaum@resourcerei.com

Very truly yours,


Shelle Weisbaum

cc: Todd Jaycox
Anthony Graffitti

SW/Austin Portfolio/Letter to Harvey Davis (Reg Agr assumption)

TRAVIS COUNTY HOUSING FINANCE CORPORATION
RESOLUTION APPROVING TRANSFER OF APARTMENTS

WHEREAS, the Travis County Housing Finance Corporation (the "Issuer") issued its MultiFamily Housing Revenue Refunding Bonds (the "Bonds") to refinance Bent Oaks apartments (the "Apartments"); and

WHEREAS, AIMCO Bent Oaks, LLC (the "Owner") and RRE Bent Oaks, LLC have requested the Issuer consent to a transfer of the Apartments pursuant to the terms of an Assumption Agreement and Consent (the "Agreement"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ISSUER THAT:

1. The Issuer hereby approves and authorizes the execution, delivery and acceptance of the Agreement in substantially the form presented to and considered at this meeting. Any officer of the Issuer is authorized to execute and deliver the Agreement, and any necessary collateral documents or certificates, on behalf of the Issuer, with such changes and revisions as the officer executing the same shall deem appropriate and consistent with the intent of this Resolution.
2. This Resolution shall be effective upon its passing.

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 25th day of November, 2008, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 25th day of November, 2008.

Margaret Gomez, Secretary

ASSUMPTION AGREEMENT AND CONSENT

This Assumption Agreement and Consent ("Assumption Agreement") is entered into as of the ___ day of December, 2008, by and between the Travis County Housing Finance Corporation, a Texas public nonprofit corporation (the "Corporation"), AIMCO BENT OAKS, LLC., a Delaware limited partnership (formerly known as Prime MFP Limited Partnership) (the "Transferor"), and RRE BENT OAKS HOLDINGS, LLC, a Delaware limited liability company (the "Transferee").

WHEREAS, Transferee is seeking to purchase the Bent Oaks Apartments in Austin, Texas, as more particularly described in Exhibit "A" attached hereto (the "Project"), from Transferor; and

WHEREAS, the Project is encumbered by and subject to a Regulatory Agreement and Declaration of Restrictive Covenants recorded at Volume 12203, Page 635 in the Real Property Records of Travis County, Texas (the "Regulatory Agreement"); and

WHEREAS, pursuant to Section 10 of the Regulatory Agreement, the prior written consent of the Corporation is required in order for the Transferee to acquire the Project; and

WHEREAS, a condition of obtaining said consent is the assumption of the obligations imposed by the Regulatory Agreement; and

WHEREAS, the Transferee desires to assume all obligations under the Regulatory Agreements and to thereafter own and operate the Project in compliance with the Regulatory Agreements until the Qualified Project Period expires.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter recited, and the acquisition of the Project by the Transferee and consents of the parties hereto, the parties agree as follows:

1. Assumption. The Transferee hereby agrees to, and does by these premises, assume all of the obligations of the Borrower under the terms of the Regulatory Agreement and the Transferee agrees to operate the Project in accordance with the requirements of the Regulatory Agreement as multi-family residential rental property in accordance with Section 103(b)(4)(A) of the Internal Revenue Code and Section 1.103-8(b) of the Income Tax Regulations promulgated by the Department of the Treasury pursuant to the Internal Revenue Code of 1954, until such time as the Qualified Project Period described therein expires.

2. No Default. Transferor represents and warrants that it is not in default or violation of any provision of the Regulatory Agreement.

3. Consent. The Corporation hereby consents to the transfer of the Project to the Transferee and to the assumption of the Regulatory Agreement by the Transferee as herein provided, upon receipt of all items required by Section 10 of the Regulatory Agreement.

4. Governing Law. This Assumption Agreement shall be governed by the laws of the State of Texas.

5. Burden and Benefit. This Assumption Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

6. Multiple Counterparts. This Assumption Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement by duly authorized representatives, as of the date and year first above written.

Travis County Housing Finance Corporation, a Texas public nonprofit corporation

By: _____, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of Travis County Housing Finance Corporation, a Texas public nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said Travis County Housing Finance Corporation.

Given under my hand and seal of office on this the ____ day of _____, 2008.

Notary Public, State of Texas

AIMCO BENT OAKS, LLC., a Delaware limited liability company (formerly known as Prime MFP Limited Partnership)

By: AIMCO/BETHESDA HOLDINGS, INC.
A Delaware corporation, its member

By: _____
Name: Brian J. Bornhorst
Title: Vice President

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Brian J. Bornhorst, Vice President of AIMCO/BETHESDA HOLDINGS, INC., member of AIMCO BENT OAKS, LLC., a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said AIMCO/BETHESDA HOLDINGS, INC., on behalf of AIMCO BENT OAKS, LLC.

Given under my hand and seal of office on this the ____ day of December, 2008.

Notary Public, State of _____

RRE BENT OAKS HOLDINGS, LLC,
a Delaware limited liability company

By: RCP Bent Oaks Manager, LLC,
a Delaware limited liability company
its Manager

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA §
COUNTY OF PHILADELPHIA §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of RCP Bent Oaks Manager, LLC, the Manager of RRE Bent Oaks Holdings, LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said RCP Bent Oaks Manager, LLC on behalf of RRE Bent Oaks Holdings, LLC.

Given under my hand and seal of office on this the ____ day of December, 2008.

Notary Public, State of _____

EXHIBIT A

[PROPERTY DESCRIPTION]

_____, 2008

Travis County Housing Finance Corporation, a
Texas public nonprofit corporation
314 West 11th Street, Suite 540
Austin, TX 78701

Re: A certain Regulatory and Declaration of Restrictive Covenants recorded at Volume 12203, Page 0635 in the real Property Records of Travis County, Texas (the "Regulatory Agreement"), by and among, among others, Travis County Housing Finance Corporation (the "Issuer") and Prime MFP Limited Partnership, an Illinois limited liability company ("Seller") and affecting certain real property located in Austin, Texas and known as "The Bent Oaks Apartments" (the "Property")

Ladies and Gentlemen:

We have acted as special counsel to RRE Bent Oaks Holdings, LLC, a Delaware limited liability company ("Purchaser"), in connection with the assumption by the Purchaser of the Regulatory Agreement.

Purchaser has requested that we deliver this opinion to you and we understand that you will rely on this opinion in connection with the granting of your consent to the transfer of the Property by Seller to Purchaser and Purchaser's assumption of the Regulatory Agreement (the "Assumption").

In our capacity as counsel to Purchaser, we have examined the following:

1. Assumption Agreement and Consent dated as of _____, 2008, by and between Seller and Purchaser and consented to by Issuer (the "Assumption Agreement");
2. A copy of the Regulatory Agreement;
3. Such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deem applicable in connection with this opinion.

Travis County Housing Finance
Corporation,
December __, 2008
Page 2

The documents listed 1 through 3 above are referred to collectively as the "Documents."

In basing the opinions set forth in this opinion on "our knowledge" the words "our knowledge" signify that, in the course of our representation of Purchaser, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representation Purchaser in connection with the Assumption.

In reaching the opinions set forth below, we have assumed, and to our knowledge there are no facts inconsistent with, the following:

(a) Each of the parties to the Assumption Agreement, other than Purchaser, has duly and validly executed and delivered each such instrument, document and agreement to be executed in connection with the Assumption to which such party is a signatory.

(b) Each of the party's, including Purchaser's, obligations set forth in the Assumption Agreement are its legal, valid and binding obligations, enforceable in accordance with their respective terms. We point out that you are separately receiving from Bloodworth Carroll & Banowsky, Purchaser's Texas counsel, a legal opinion letter regarding enforceability of the Assumption Agreement (the "Texas Opinion").

(c) Each person, other than Purchaser, executing the Assumption Agreement, whether individually or on behalf of an entity, is duly authorized to do so.

(d) Each natural person executing the Assumption Agreement is legally competent to do so.

(e) All signatures on the Documents (other than Purchaser's) are genuine.

(f) All Documents submitted to us as originals are authentic; all Documents submitted to us as photo static or certified conform to the original document; and all public records reviewed are complete and accurate.

Travis County Housing Finance
Corporation,
December __, 2008
Page 3

In rendering this opinion we have, with your approval, relied as to certain matters of fact on the Documents, as set forth herein. We have made reasonable inquiry of Purchaser as to the accuracy and completeness of the Documents and based on such inquiries and our knowledge, nothing has come to our attention that leads us to believe that we are not justified in so relying thereon.

Based on the foregoing and subject to the assumptions and qualifications set forth in this letter, it is our opinion that:

A. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite limited liability company power to own, pledge, mortgage and operate its properties, to lease any properties it operates under lease, to conduct its business and to enter into the Assumption Agreement and to assume the obligations of Seller under the Regulatory Agreement.

B. The execution and delivery of the Assumption Agreement by or on behalf of Purchaser, and the performance by Purchaser of its obligations thereunder, have been duly and validly authorized by all necessary limited company action by or on behalf of Purchaser.

C. The Assumption Agreement has been duly executed and delivered by Purchaser.

In addition to the assumption set forth above, the opinions set forth above are also subject to the following qualifications:

(a) We express no opinion with respect to title to, or the relative priority of liens on, any of the real or personal property constituting the Property, no such opinions having been requested from us.

(b) We are licensed to practice law in the Commonwealth of Pennsylvania. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of Pennsylvania, the Delaware Limited Liability Company Act and the United States of America as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

Travis County Housing Finance
Corporation,
December __, 2008
Page 4

This opinion is rendered as of the date set forth above, and we express no opinion as to circumstances or events which may occur subsequent to such date.

This opinion letter is rendered for the sole benefit of the addressee hereof, and no other person or entity is entitled to rely hereon, except for Bloodworth Carroll & Banowsky in connection with the issuance of the Texas Opinion.

We confirm that we do not have any financial interest in the Property, or the Assumption and that other than as counsel for Purchaser, we have no interest in Purchaser. We have no undisclosed interest in the subject matters of this opinion.

LEDGEWOOD, A PROFESSIONAL CORPORATION

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 25, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to prepare a grant application for funding from the Texas Department of Housing and Community Affairs for a 2009/2010 Tenant Based Rental Assistance Program.

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

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
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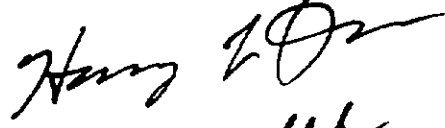

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED
NOV 25 2008

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: November 25, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager 
Miguel Gonzalez, Senior Financial Analyst 

SUBJECT: 2009/2010 Tenant Based Rental Assistance Program

Summary and Background Information:

The purpose of this agenda item is to request Board approval to proceed with the preparation of a \$300,000 grant application to the Texas Department of Housing and Community Affairs ("TDHCA") for a 2009/2010 Tenant Based Rental Assistance ("TBRA") Program.

The grant application includes a significant collaboration with Travis County Health & Human Services Department ("HHS"). The deadline for the application is **April 30, 2009**.

Goals of the TBRA Program

The first goal will be to assist up to 20 eligible families with rent subsidies, including security and utility deposits, with income at or below 60% of the Austin Area Median Income. Individual family assistance will be limited to a maximum of 24 months.

The second goal will be to have all participating families successfully transition to permanent housing prior to the 24-month period by completing a Self Sufficiency Program.

Collaboration with HHS

The Corporation will collaborate with HHS to apply for and implement the TBRA program. If awarded the grant, the Corporation will "hire" HHS to implement the Self Sufficiency Program (case management) as well as identify, qualify and manage eligible families through the TBRA program.

This grant will augment Travis County's current family self sufficiency program. HHS is well qualified to provide these services.

Funding

HHS and TCHFC administrative costs will be compensated through the grant by an allowable 4% administrative fee (\$12,000).

These funds have to be used to assist families living within Travis County but outside the City of Austin.

Where We Are In The Process

We are requesting your approval to proceed with investigating whether this collaborative effort is possible. We will invest significant time preparing the application, preparing a workable plan, and discussing our plans with other affected departments (County Attorney, County Auditor, etc.).

No applications have been submitted for these HOME funds from Central Texas for several years. This is very unfortunate as TBRA can be used to assist those in most need of housing assistance – families in the 30% median family income category.

Miguel Gonzalez and I will be primarily responsible for the preparation and submission of the grant application.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Mary Mayes, Assistant Manager