

WS # _____

VS # # 1

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 12/16/08

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

B. Requested Text:

Consider and take appropriate action 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.

AB John Hille - 854-9415
Anna Bowlin - 854-9383

Austin American-Statesman
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: December 8, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: Consider and take appropriate action in 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 this portion of the easement. This hearing was set as part of the consent items during the November 25, 2008 agenda and the appropriate public notice has been posted. 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 has not been contacted in regards to this vacation nor does staff foresee any reason for opposition.

Page 2

December 8, 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

Field Notes and Sketch

Letter of Request

Statements from utility companies (3)

Sign posting affidavit

Maps

PS:AB:ps

1105 Scenic Drive

08-PUE-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.

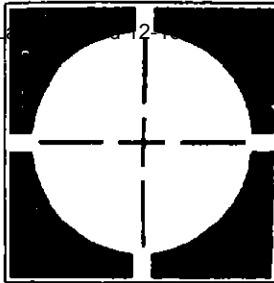
SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

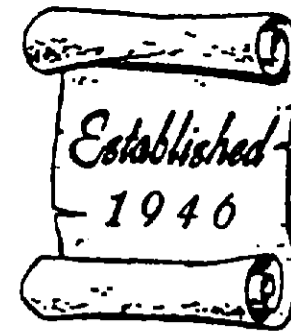
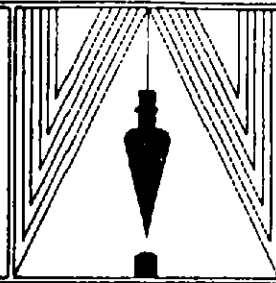
COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



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;

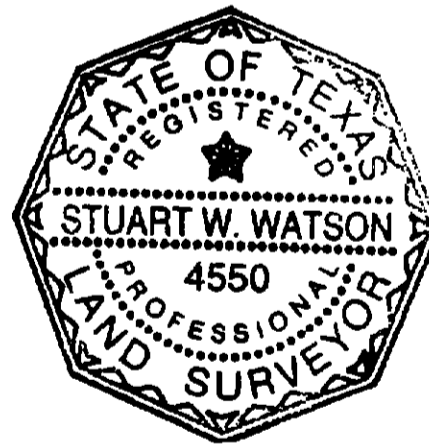
THENCE S00°55'00"E 150.00 feet crossing Lot 101 to a point in the south line of Lot 101, for the southeast corner hereof;

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





Updated 12-8-08 at 9:22am
WATSON SURVEYING
 9501 CAF OF TEX HWY. #303
 AUSTIN, TEXAS 78759
 PHONE (512) 346-8566

REFERENCE L101-2ES

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

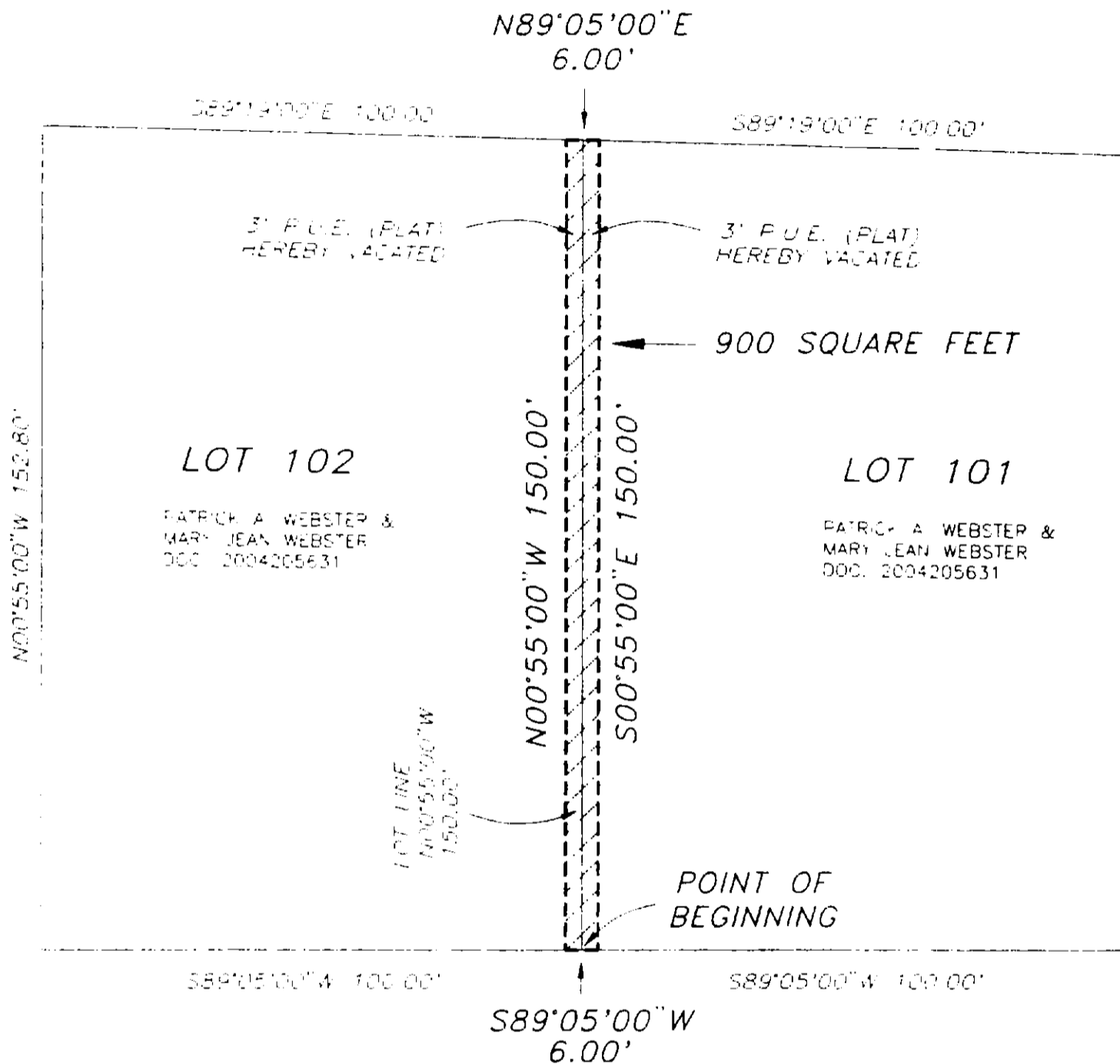


SCALE: 1" = 40'

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



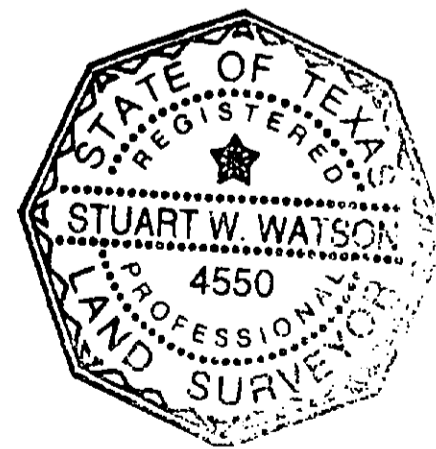
SCENIC DRIVE (50' R.O.W.)

NOTES:

THIS EASEMENT HAS BEEN RELEASED BY SOUTHWESTERN BELL TELEPHONE, L.P. (DOC 2008150070, 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:

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.

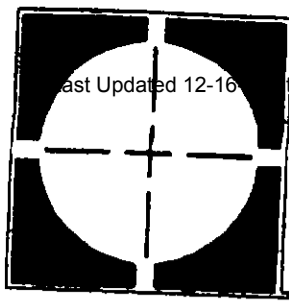
SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

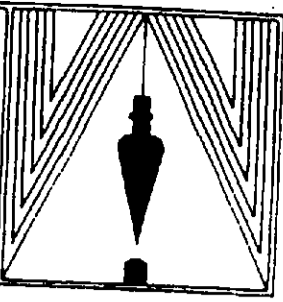
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



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;

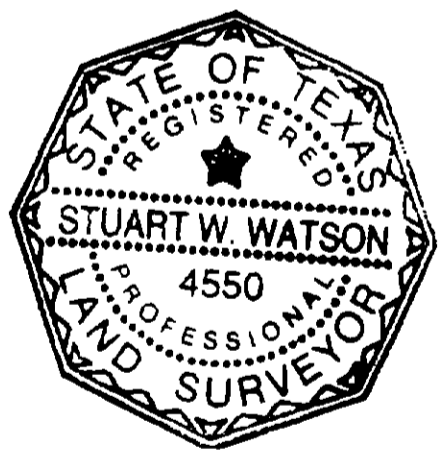
THENCE S00°55'00"E 150.00 feet crossing Lot 101 to a point in the south line of Lot 101, for the southeast corner hereof;

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
 Stuart Watson, RPLS 4550





2-16-08 at 9:22am
WATSON SURVEYING
 9501 CAP OF TEX HWY, #303
 AUSTIN, TEXAS 78759
 PHONE (512) 346-8566

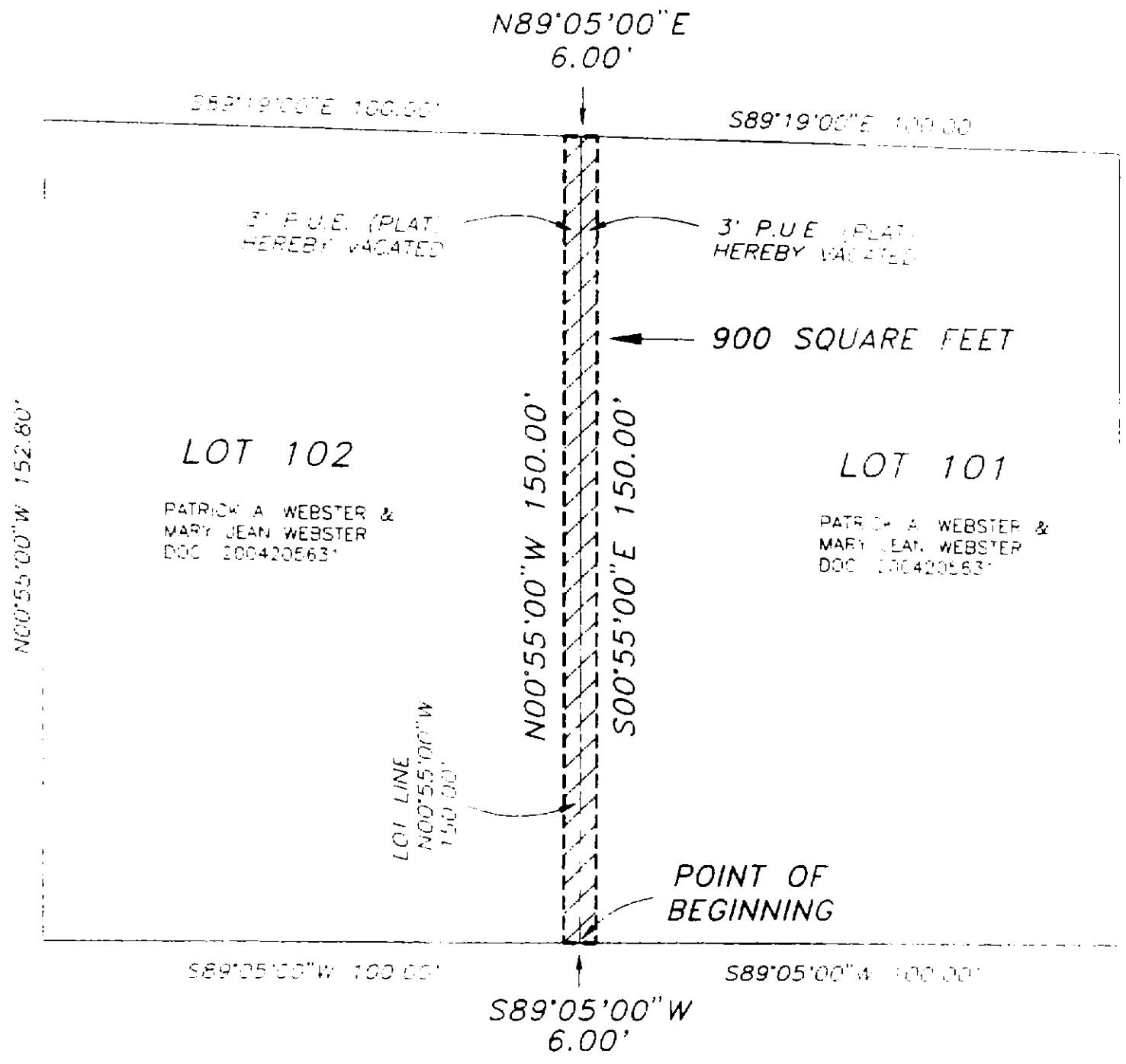
SKETCH TO ACCOMPANY FIELD NOTES FOR 900 SQUARE FEET,
 MORE OR LESS, OUT OF LOTS 101 AND 102, EDGEWATER BEACH
 SECTION 2, A SUBDIVISION RECORDED IN VOLUME 9, PAGE 93,
 PLAT RECORDS OF TRAVIS COUNTY, TEXAS

REFERENCE L101-DES



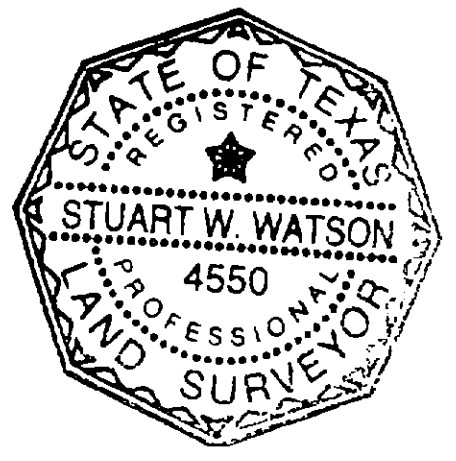
SCALE: 1"=40'
 BEARING BASIS IS
 FROM PLAT
 ALL COURSES ARE
 RECORD OR NEW
 UNLESS OTHERWISE
 NOTED

- LEGEND**
- 1/2" STEEL PIN FOUND
 - 1/2" STEEL PIN FOUND W/CAP
 - ◐ 1/2" STEEL PIN SET W/CAP
 - BL BUILDING SETBACK LINE
 - UE UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - PUE 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)
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 (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

Recd 992365

P. A. Webster
418 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,

P.A. Webster



REL EASE 2008180071

2 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.

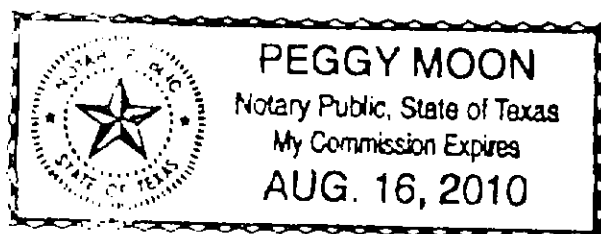
BY: *Virgil Maldonado*
Virgil Maldonado
District Manager

**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



Return:

P.A. Webster
418 Box Elder Dr
Magnolia, TX 77354

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Oct 31 01:10 PM 2008180071

GUERREROR \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY 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.

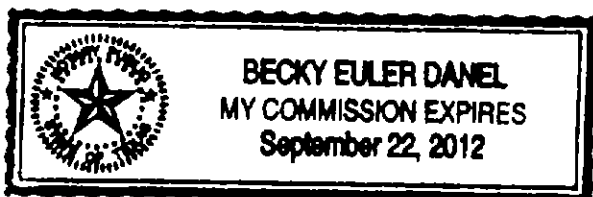
**Laurie Schumpert, Designer
Time Warner Cable**

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



Return:

P.A. Webster
418 Box Elder Dr.
Magnolia, TX 77354

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Oct 31 01:10 PM 2008180072

GUERREROR \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**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

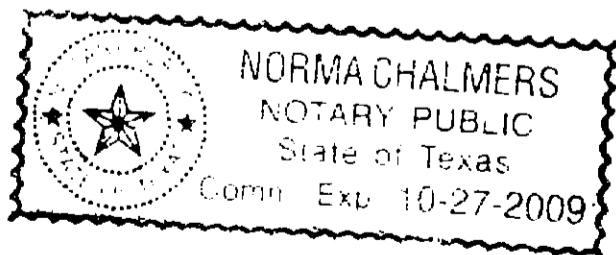

MGR.-ENG. DESIGN

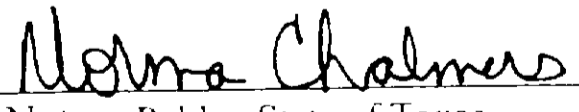
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

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

ORIGINAL
FILED FOR RECORD

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Oct 31 01:10 PM 2008180070

GUERREROR \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of two 3' Public Utility Easements sign was posted on December 2, 2008, on the northerly side of Scenic Drive at the common lot line of Lot 101 and 102 of Edgewater Beach, Section 2 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 2nd DAY OF December, 2008

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Supervisor

cc Garcia (sign shop)

M:\PERMITS\Vacate\08PUE\ScenicDr\SignRequest.doc

NOTICE OF PUBLIC HEARING

ON DECEMBER 16, 2008, AT 9:00 AM
PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF TWO
3' PUBLIC UTILITY EASEMENTS
LOCATED ALONG THE COMMON LOT
LINE OF LOTS 101 & 102 OF
EDGEWATER BEACH, SECTION 2
A SUBDIVISION IN PRECINCT 3

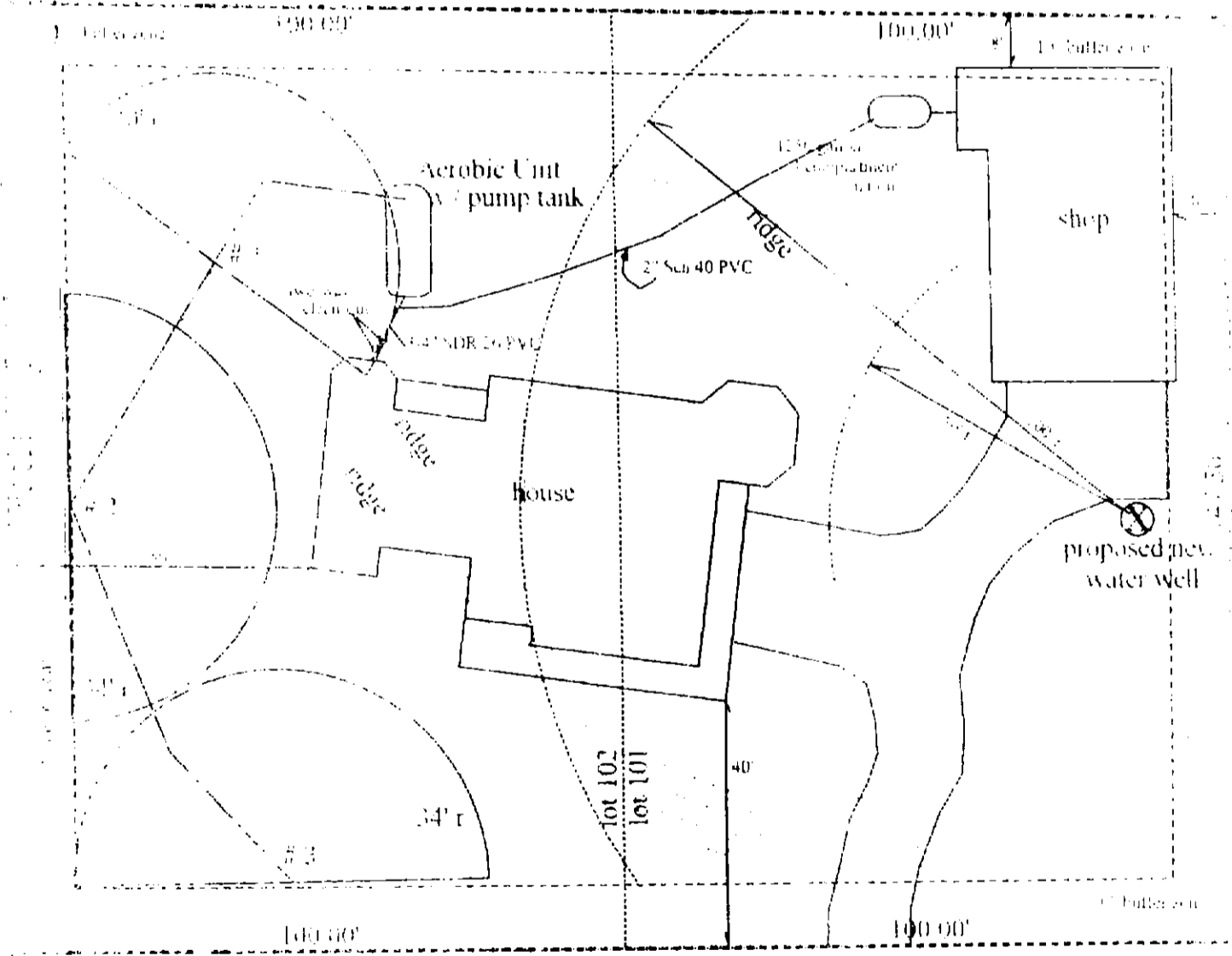
2
3:12PM

AT THE TRAVIS COUNTY
COMMISSIONERS COUNCIL ROOM
314 WEST 11th ST
(FIRST FLOOR),

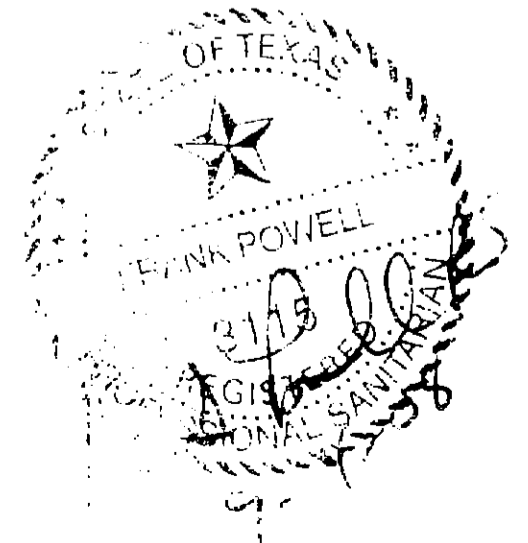
FOR MORE INFORMATION CALL 512-9383



Pat Webster
19518 Scenic Drive
Lots 101 & 102
Edgewater Beach
Lake Travis
Travis County



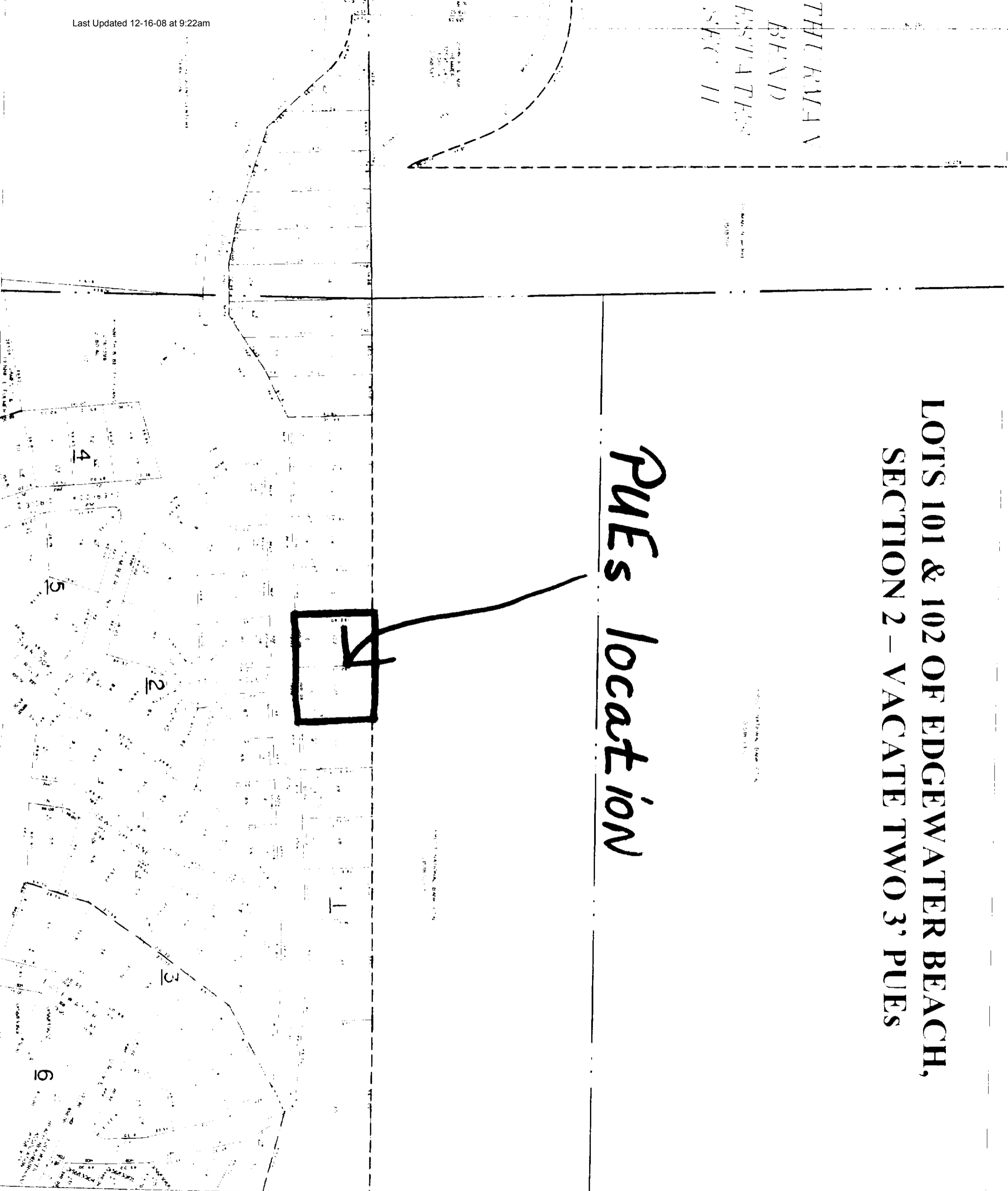
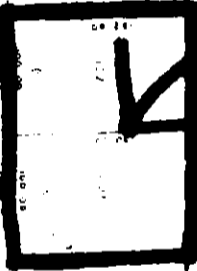
19518 Scenic Drive



THURMAV
BEYND
HASTINGS
SECC II

LOTS 101 & 102 OF EDGEWATER BEACH, SECTION 2 - VACATE TWO 3' PUES

PUEs location



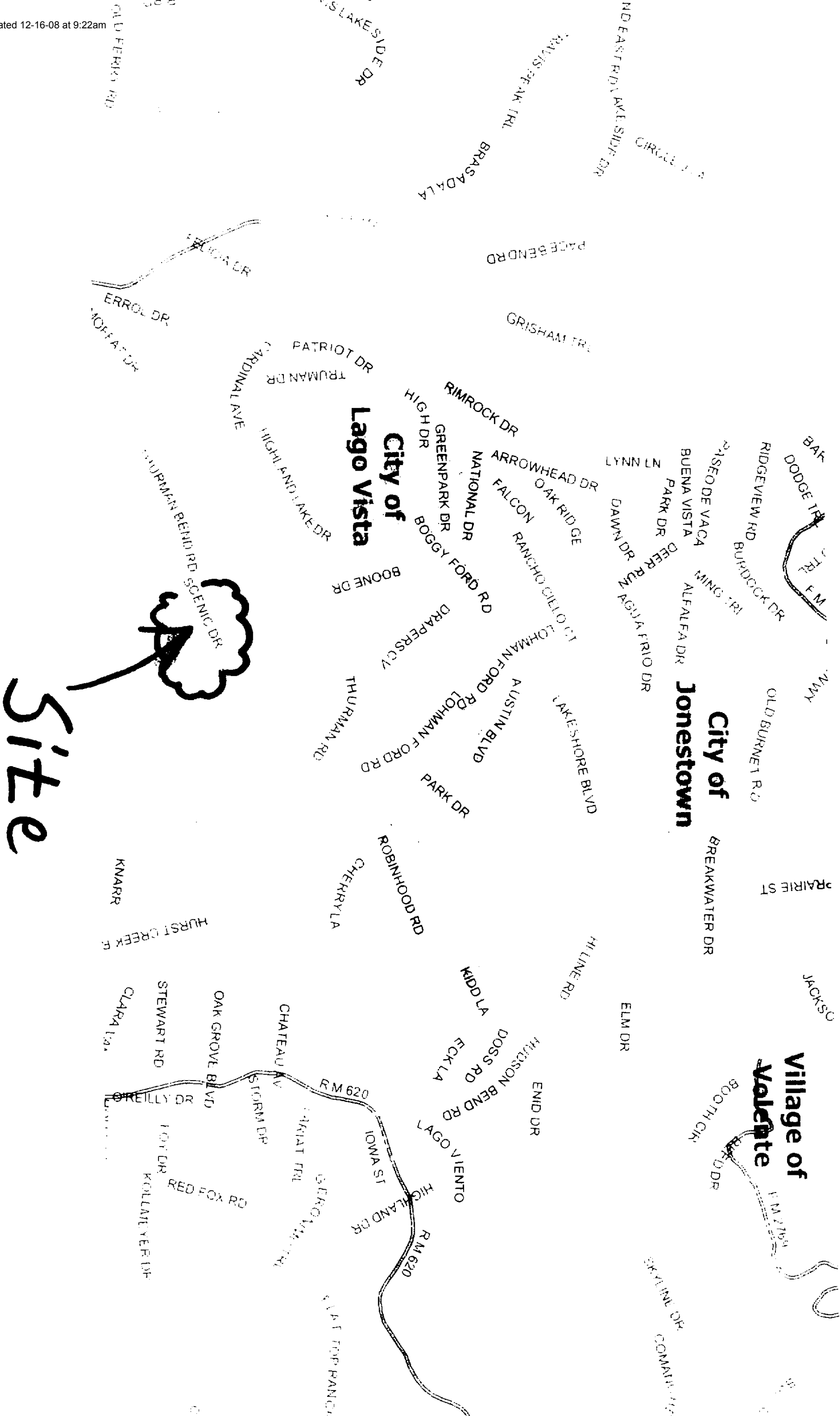
AMERICAN
 LAND SURVEYING
 ENGINEERS
 504 West 10th Street
 Des Moines, IA 50319
 Telephone: 515-281-1111
 Fax: 515-281-1112
 www.americanland.com

MAP NO
 15097

SCALE
 1" = 40'

15097
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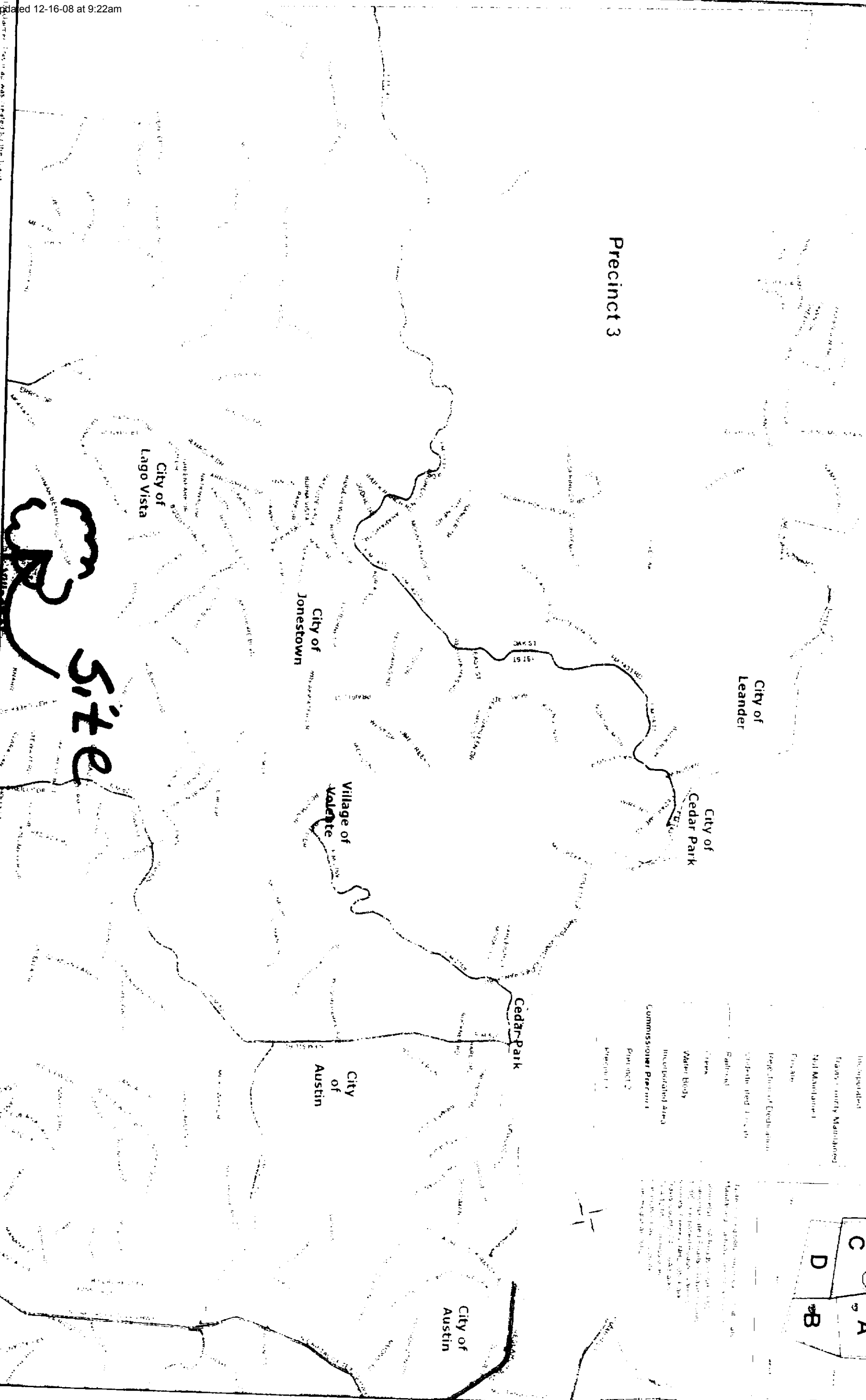
LOTS 101 & 102 OF EDGEWATER BEACH, SECTION 2 - VACATE TWO 3' PUES



Site

LOTS 101 & 102 OF EDGEWATER BEACH, SECTION 2 - VACATE TWO 3' PUES

Precinct 3



City of Leander

City of Cedar Park

Village of Valente

City of Jonestown

City of Lago Vista

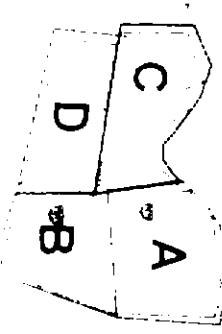
City of Austin

City of Austin

Legend

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Region of Edgewater
- Unimproved Easement
- Railroad
- City
- Water Body
- Incorporated Area
- Commissioner Precinct 1
- Precinct 2
- Precinct 3

Travis County Location Map



Travis County Precincts
 Precinct 1
 Precinct 2
 Precinct 3
 Precinct 4
 Precinct 5
 Precinct 6
 Precinct 7
 Precinct 8
 Precinct 9
 Precinct 10
 Precinct 11
 Precinct 12
 Precinct 13
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 Precinct 44
 Precinct 45
 Precinct 46
 Precinct 47
 Precinct 48
 Precinct 49
 Precinct 50

Updated 12-16-08 at 9:22am

Test Scale

Travis County Roadways, Map C

Miles

Map Prepared by Travis County
 Department of Transportation & Planning
 1100 West 10th Street, Suite 1000
 Austin, TX 78703
 http://www.texas.gov

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 16, 2008

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
 Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.
- C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

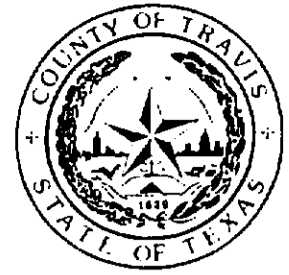
Planning and Budget Office (854-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item
 _____ Grant

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

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

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

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



EMERGENCY SERVICES

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

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*


*Fire Marshal
Brad Beauchamp, Interim Fire
Marshal*

MEMORANDUM

*Medical Examiner
Dr. David Dolnak*

*STAR Flight
Casey Ping, Program Manager*

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager Emergency Services 

From: Pete Baldwin, Emergency Management Coordinator

Date: December 9, 2008

Subject: **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

The current Burn Ban expires on December 17, 2008. Travis County has not received any significant rainfall in the past 30 days. The KBDI in Travis County continues to be over 600. The current drought monitors indicate that Travis County is in a severe drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

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

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

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

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

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

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

- (C) planting or harvesting of agriculture crops.
- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply

with requirements A-D inclusive, if feasible and appropriate.

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

This order prohibiting outdoor burning shall expire on January 14, 2009 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 16th DAY OF DECEMBER 2008.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 16, 2008

I. A. Requestor: COUNTY CLERK Phone # 854-9555

B. Specific Agenda Wording:

RECEIVE STATUS REPORT ON THE TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN.

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)

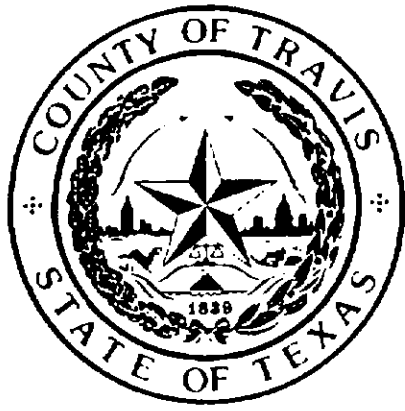
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

08 DEC 16 09 PM 3:52

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.



DANA DeBEAUVOIR
Travis County Clerk

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

November 14, 2008

TO: Judge Sam Biscoe
FROM: Dana DeBeauvoir
RE: Reports to Commissioners' Court on the Combined Charities Campaign

I would like to request two items be placed on the Court's agenda to discuss the Combined Charities Campaign – one for December 2nd and the other for December 16th.

On December 2nd, I would like to give you a status report on how much money has been raised. December 1st is the official close of the Campaign, with December 12 being the last day to accept outstanding donor forms and collections. On the 2nd, I would also like to present the iPods to the employees who were among the first to donate \$1,000 or more to the Campaign.

On December 16th, I would like to give you a final report on the Campaign and take time to thank the donors and volunteers who made this effort a success.

Please let me know if you have any questions or suggestions.

Thank you.

4

Travis County Commissioners Court Agenda Request

RECEIVED
02/20/09 11:09:11

Voting Session December 16, 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 \$461,401.29, for the period of November 28, 2008 to December 4, 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: December 16, 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 28, 2008 to December 4, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$461,401.29

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 \$461,401.29.

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 28, 2008 TO DECEMBER 4, 2008**

-

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 16, 2008
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: November 28, 2008
 TO: December 4, 2008

REIMBURSEMENT REQUESTED: \$ 461,401.29

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC**:	\$ 1,143,376.84
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 9, 2008	\$ (681,975.72)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 461,401.29
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 461,401.29

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

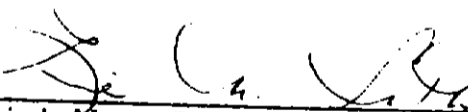
All claims over \$25,000 (1 this week totaling \$52,900.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$64,270.47) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$18,510.91.

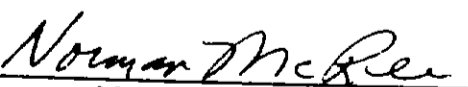
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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


 Linda Moore Smith, Director 12-8-08
 Date


 Dan Mansour, Risk Manager 12-8-08
 Date


 Cindy Purinton, Benefit Contract Administrator 12-5-08
 Date


 Norman McRee, Financial Analyst 12/5/08
 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: 2008-12-05 REQUEST AMOUNT: \$1,143,376.84

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

ABA NUMBER: 021000021
 ADVICE FREQUENCY: DAILY
 METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-12-04	\$845,343.46
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
	<hr/>
- UNDER DEPOSIT:	\$1,093,374.54
	<hr/>
+ CURRENT DAY NET CHARGE:	\$50,002.30
+ FUNDING ADJUSTMENTS:	\$00.00
	<hr/>
REQUEST AMOUNT:	\$1,143,376.84

ACTIVITY FOR WORK DAY: 2008-11-28

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$40,092.76	\$00.00	\$40,092.76
5972	\$109.53	\$00.00	\$109.53
TOTAL:	\$40,202.29	\$00.00	\$40,202.29

ACTIVITY FOR WORK DAY: 2008-12-01

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$119,574.91	\$00.00	\$119,574.91

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_12_04

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	1.69	Q7	72780322	A	11	12/2/2008	100	12/4/2008	12/4/2008
701254	632	1.69	Q7	72780321	A	11	12/2/2008	100	12/4/2008	12/4/2008
701254	632	1.62	Q7	74329625	AF	11	12/2/2008	100	12/4/2008	12/4/2008
701254	632	1.55	Q7	68072501	A	11	11/26/2008	100	12/1/2008	12/4/2008
701254	632	1.26	Q7	71949601	AH	1	12/1/2008	100	12/3/2008	12/4/2008
701254	632	1.24	Q7	66456153	AI	16	11/26/2008	100	12/1/2008	12/4/2008
701254	632	1.15	Q7	66456152	AI	16	11/26/2008	100	12/1/2008	12/4/2008
701254	632	0.28	UW	3461271	AH	8	11/21/2008	20	12/4/2008	12/4/2008
701254	632	0.25	UV	88177803	AA	1	11/7/2008	20	12/5/2008	12/4/2008
709445	5972	-16.68	Q1	79813562	AA	1	2/18/2008	50	12/4/2008	12/4/2008
701254	632	-20.15	UU	10400473	AA	1	11/25/2008	50	12/3/2008	12/4/2008
701254	632	-21.94		25 138647	AI	3	12/3/2008	50	12/5/2008	12/4/2008
701254	632	-50	UV	45381123	AH	6	11/22/2008	50	12/1/2008	12/4/2008
701254	632	-124.78	UT	58386774	AH	8	1/2/2008	50	12/3/2008	12/4/2008
701254	632	-144.59	Q2	80585771	AH	1	11/26/2008	50	12/4/2008	12/4/2008
701254	632	-170	Q6	55911064	AH	1	9/15/2008	50	12/4/2008	12/4/2008
701254	632	-211.2	Q6	62920241	AH	9	11/22/2008	50	12/1/2008	12/4/2008
701254	632	-360	UQ	69878791	AH	1	11/25/2008	50	12/3/2008	12/4/2008
701254	632	-17391.57	Q6	91514141	A	3	11/26/2008	50	12/1/2008	12/4/2008

461,401.29

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/04/2008

<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>
----------------	------------------	------------	--------------	------------	--------------	--------------	-----------------	-------------------	-------------------

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: 12/4/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	59,977.16
	RR	
	526-1145-522.45-29	1,345.25
Total CEPO		\$61,322.41
EPO		
	EE	
	526-1145-522.45-20	146,281.12
	RR	
	526-1145-522.45-21	-6,260.80
Total EPO		\$140,020.32
PPO		
	EE	
	526-1145-522.45-25	235,238.05
	RR	
	526-1145-522.45-26	24,820.51
Total PPO		\$260,058.56
Grand Total		\$461,401.29

Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(Date)

Work Session _____
(Date)

I. Request made by:

(Signature)

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

Routine Personnel Actions

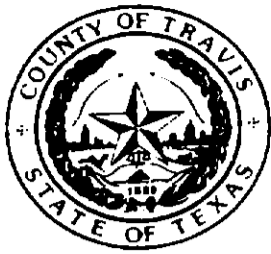
Approved by: _____
Signature of Commissioner(s) or County Judge

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

December 16, 2008

ITEM # :

DATE: December 5, 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 *LMS*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 3	39	Deputy Constable	61 / Step 5 / \$44,275.30	61 / Step 5 / \$44,275.30
General Admin	1	Intergovernmental Relations Coord	26 / \$90,000.00	26 / \$90,000.00
Juvenile Court	461	Chem Dependency Counselor Sr	16 / Midpoint / \$45,151.39	16 / Midpoint / \$45,151.39
Sheriff	199	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	266	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	948	Office Specialist Sr	12 / Level 5 / \$31,699.20	12 / Level 5 / \$31,699.20
Sheriff	1351	Office Specialist Sr	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Sheriff	1372	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Veterans Services	2	Social Svcs Prgm Spec*	16 / Level 6 / \$42,619.20	16 / Level 6 / \$42,619.20
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	Temporary Status Type Code
County Clerk	20006	Elec Clk - Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20028	Elec Clk - Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20126	Elec Clk - Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20432	Elec Clk - Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20451	Elec Clk - Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20453	Elec Clk - Ery Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20455	Elec Clk - Ery 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. = 03) (includes Retirement Benefits)					

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	Temporary Status Type Code
County Clerk	20456	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20457	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20458	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20459	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20460	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20461	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20462	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20463	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20464	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20465	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20467	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20468	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20479	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20481	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20486	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20489	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20492	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20498	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20524	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	20573	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20578	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20580	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20581	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20582	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20595	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20596	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20598	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20599	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23035	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23045	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23047	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23048	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23054	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23059	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23068	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23070	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23096	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23138	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23167	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. = 03) (Includes Retirement Benefits).**

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	Temporary Status Type Code
HHS	50068	Interpreter Sign Lang III	21 / \$29.00	21 / \$29.00	05
Juvenile Court	50311 (2 nd Job)	Attorney VI	28 / \$40.00	28 / \$40.00	05
Juvenile Public Defender	20029	Law Clerk I	14 / \$15.17	14 / \$15.17	02
Tax Collector	20108	Accounting Clerk	11 / \$13.50	11 / \$13.50	02
TCCES	50143	Counselor	15 / \$16.23	15 / \$16.23	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits)					

CAREER LADDERS - POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	387	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1464	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$47,322.91	\$51,307.98	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS - NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
TCCES	20	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	\$36,534.49	\$38,361.21	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 5	Slot 62 / Court Clerk I / Grd 13 / \$33,201.59	Constable 5	Slot 32 / Court Clerk II / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
Sheriff	Slot 1597 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$61,081.07	Sheriff	Slot 141 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$61,081.07	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 108 / Tax Specialist II / Grd 14 / \$33,223.20	Tax Collector	Slot 144 / Tax Specialist III / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized				

AD-HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Juvenile Court	215	Licensed Voc Nurse / 15409	NE	15	Registered Nurse II / 20493	NE	20
Department requested in order to meet departmental needs. PBO has confirmed funding.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

6

Travis County Commissioners Court Agenda Request

Voting Session December 9, 2008 **Work Session** 11:00 AM - 12:00 PM
(Date) (Date)

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

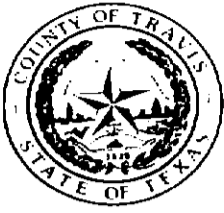
B. Requested Text

Consider and take appropriate action on several items funded in the FY09 Budget for the Employee Wellness and Health Clinic including:

- A. Job Description for Medical Director of the Employee Wellness and Health Clinic at a pay grade 98 with a pay range between \$139,878 and \$223,806.**
- B. Funding recruitment for Medical Director position in an amount not to exceed \$15,000.**
- C. Architectural plan, sites location, and schematic design for new Employee Wellness and Health Clinic near the Del Valle South Rural Community Center.**

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

- I. A. Backup memorandum and exhibits should be attached and submitted with this
- II. Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- III. Required Authorizations: Please check if applicable:
 - Planning and Budget Office (854-9106)
 - Additional funding for any department or for any purpose
 - Transfer of existing funds within or between any line item budget
 - Grant
 - Human Resources Department(854-9165)
 - A change in your department's personnel (reclassifications, etc.)
 - Purchasing Office (854-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (854-9415)
 - Contract, Agreement, Policy & Procedure



Human Resources Management Department

1010 Lavaca

• P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-9757

MEMORANDUM

DATE: December 16, 2008

TO: Members of the Commissioners Court

FROM: Alicia Perez, Executive Manager, Administrative Operations
Linda Moore Smith, Director, Human Resources Department
Dan Mansour, Manager, Risk and Benefits, Human Resources Department

SUBJECT: Employee Wellness and Health Clinic

Proposed Motions

Consider and take appropriate action on enhancements to the Employee Wellness and Health Clinic as approved in the FY 2009 Budget to include,

- A. Approve Job Description for Medical Director for the Employee Wellness and Health Clinic at a Pay Grade 98 and a pay range between \$139,878 and \$223,806
- B. Authorize funding for the recruitment of Employee Wellness and Health Clinic Medical Director in an amount not to exceed \$15,000, to be funded from temporary salary savings in the Employee Health Benefits fund.
- C. Approve architectural plan, site location, and schematic design for new Employee Wellness and Health Clinic near the Del Valle South Rural Community Center

Summary and Staff Recommendations

Motion A. – Clinic Medical Director

The Travis County Employee and Wellness Clinic opened its doors in February of 2005. Since then it has become very popular with employees and is a significant contributor to health care cost containment. In the last two fiscal years the clinic has experienced an increase of 29% in office visits by plan participants. The FY09 adopted budget includes resources for a Registered Nurse, a Medical Assistant and a new Medical Director and funds for a new clinic building at Del Valle. The positions of the Registered Nurse and Medical Assistant have existing job titles and have been posted. The Medical Director position is new; therefore the Job description requires approval by the Commissioners Court.

The attached job description represents the skill-sets, duties and responsibilities necessary to maintain current operations, continual growth, and the future development of the Clinic Program.

It is expected that the Director will build upon current efforts to develop and apply best practices through a progressive approach to medical care and disease management; and, to expand the opportunity for wellness and containment of health care costs.

See Attachment 1 -- Medical Director Job Description

Motion B. – Recruitment

The Department would like to use \$15,000 of temporary salary savings within the Employee Health Benefits Fund for the recruitment and travel expenses for the position of Medical Director. Department would like approval from the Commissioners Court to use temporary salary savings. We will work with PBO to bring a transfer to the Commissioners Court for action.

Motion C. - New Clinic Construction – Del Valle

HRMD Staff, the Employee Health Benefits Committee, and the Planning and Budget Office support the construction of the Employee Wellness and Health Clinic near the Del Valle South Rural Community Center.

Currently, the clinic operates once a week out of one room, with the check-in desk in a small alcove space located in a hallway. The new Clinic will significantly add to services for employees located in the surrounding area. It will allow for greater efficiency in the delivery of service provided for health plan participants, including employees, dependents and retirees.

The Facilities Management Department (FMD) has completed the initial planning to site a new 1,490 SF Employee Wellness Clinic near the South Rural Community Center (SRCC). The optimal site appears to be on the parking lot to the north of the existing SRCC, easily visible from FM 973. Siting the building on this previously paved lot will eliminate any problems with increasing the impervious cover on the site.

The total estimated cost to plan, design and construct this facility on this site is \$369,500, including ITS support, FF&E and move costs. The amount was approved in the FY 09 Budget. The design and construction of the new clinic can be completed and ready for occupancy in nine months from approval by the Commissioners Court to move forward.

**See Attachment 2 – Facilities Management Architectural Plan
(Exhibits 1 – 3)**

Fiscal Impact

No General Fund expenditure is required. Funding for additional staff and clinic construction is currently available in the Employee Health Benefit Fund. Total one time construction cost for the new clinic including FF&E is budgeted in FY 2009 at \$369,500. Estimated ongoing expense for additional staff including a Registered Nurse, Medical Assistant and Medical Director, and maintenance and operation expense is \$308,118. The salaries for the RN and Medical Assistant are budgeted at minimum and the Medical Director is budgeted at \$150,000. If additional funding is required, the issue will return to the Commissioners Court for action. The total budget for FY09 including one time cost for clinic building and ongoing resources for new staff is \$677,618.

Background – Supplemental Information

Today, due to internal and external influences, the Clinic is challenged to reexamine itself, and its organizational structure. Contributing factors to justify the need for an additional physician and strong administrator include,

- Extended office visits lasting thirty or more minutes (internal)
- Growth in number of patients now seen for disease management (internal)
- Restricted use of the Del Valle Community Center facility for clinic use (internal)
- New diagnostic and treatment protocols for costly medical conditions (external)
- Research for prevention or disease management for high cost diseases (external)

Clinic Medical Director and Statistical Data

The new Medical Director FTE and Del Valle Clinic will positively impact the Clinic program's countywide service delivery capacity to accommodate the increased demand for Clinic services.

The Clinic program's growth represents accomplishment on several levels. In addition to the positive employee benefit of on-site access to medical services, it continues to achieve a major goal of containing health care costs.

Wellness and Health Clinic Program Statistical Program Data - Tables 1, 2, 3

Data in the Tables supports the progressive increase in Clinic activity from the February 2005 opening of the first Clinic, and the decision of the Court to fund the Clinic Medical Director position. The clinic originally opened to provide wellness and health education, disease management and acute care. Those are the primary elements in the 2005 Court approved protocol which governs the Clinic's practices. Since the initial opening, the Clinic services have been expanded to include ancillary care such as hearing tests and pre-employment physicals.

The resources committed to disease management have affected scheduling acute care appointments. Treatment of acute care patients is a key factor in early detection and treatment of disease. Consistent administration, additional staff and expanded facilities bring forth a greater opportunity for continued success.

Data represented in Table T1 shows the increase in visits that supported the addition of the Medical Director position. Please note the shift in 2007/2008 visits at the main clinic resulting from opening the Airport clinic.

**Table T1
CLINIC OFFICE VISITS AND SHARED MEDICAL OFFICE VISITS
BY LOCATION AND YEAR**

Clinic Location	2005 (Feb-Sept)	FY 2006	FY 2007	FY 2008	Totals
Main	1,798	3,185 ¹	3,636 ²	2,913	11,532
Airport	N/A	N/A	220	1,333	1,553
Del Valle	N/A	525 ³	430	554	1,509
Total	1,798	3,710	4,286	4,800	14,594

Table T2 represents savings over two plan years to patients and the reduction in paid claims by using the clinic. Patient savings are calculated using each plans co-pay. The reduction in paid claims is based on the type of visit and assumes patients would have seen an outside physician.

¹ Main Clinic opened February 14, 2005 with one physician

² Added 2nd physician in mid-July 2006 in the Main clinic, alternating each Tuesday in Del Valle Clinic

³ Del Valle Clinic opened September 2005; Airport opened in August 2007 (Grand Opening in December 2007)

**Table T2
PATIENT and HEALTH FUND SAVINGS BY TYPE OF VISIT**

Fiscal Year	Office Visits	Physical Examinations (Pre-employment included)	Nurse Visits	Ancillary & Specialist	Patient's Savings For All Plans and Visits	Estimated Reduction in Paid Claims
FY 2007	2502	232	1552	47	\$86,395	\$362,694
FY 2008	3025	419	1356	127	\$100,060	\$475,912

ADDITIONAL, CURRENT, and LONG TERM BENEFITS OF CLINIC PROGRAMS

- Disease Management
 - 2,160 patients in disease management
- Prevention of disease
 - Diabetes
 - Weight management
 - Stroke
 - Heart attack
- Decrease in Diabetes health plan claims by 13%
 - 345 patients being managed
- Higher immunization rates
 - 1,268 patients vaccinated (flu, tetanus, hepatitis, & pneumonia)
- Decrease visits to emergency room (ER)
 - Number of ER visits decreased 2.1% in the 1-2 visit category (UHC Analysis, Oct. 2006 to Sept. 2007)
- No increase in employee or county insurance rate for the last two years
 - Clinic program has contributed to reducing the increase in health claims cost

Table T3 represents projected measures submitted as PB-4 in the proposed FY 2009 budget request for the Del Valle clinic.

Table T3. Del Valle Clinic Program Projected Measures

Measure Name	Projected FY 09	Projected FY 10
Monthly Scheduled Clinic Visits	39	176 ¹
Minimum clinic visits per day (includes doctor, nurse, and ancillary)	10	14

¹Based on DV scheduling 3 days a week

Del Valle Clinic

The program and schematic design for the new Employee Health and Wellness Clinic have been developed in close coordination with the user departments during planning sessions.

Below is a general description of the project:

- Two Exam Rooms – Each exam room will be approximately 90 SF. The rooms will contain an exam bed, lavatory, and storage cabinets.
- Meeting Room – The meeting/multipurpose room will be 150 SF. This room will be used for a variety of needs including: group classes, exercise classes, and general meetings.
- Doctor's Office/Nurse's Office – The Doctor and Nurse will have separate 90 SF offices.
- Testing Room – The testing room will be centrally located and have access to the unisex restroom. The testing room will be approximately 80 SF and contain a lavatory and storage.

**Travis County Human Resources Management Department
Job Description DRAFT**

Min \$139,878 Mid \$181,842 Max \$223,806

Job Title: Medical Director

Job Code: 98XXX

Pay Grade: 98

Effective Date: 10/01/08

SUMMARY OF FUNCTION:

Directs, oversees and participates in all clinical, research and administrative operations of a wellness and health clinic. Oversees staff and provides continuity of operations consistent with approved protocols, policies and best practices in the areas of wellness and health education, health screening, disease management and acute care. **Provides professional medical services by serving as a Primary Physician in the clinic.**

DISTINGUISHING CHARACTERISTICS:

This is within the Medical job family. This classification functions as the director of wellness and health clinic services for the organization. This classification may require a flexible work schedule in order to meet the needs of the department and the organization.

EXAMPLES OF WORK PERFORMED:

- Directs, plans, organizes, implements, monitors and evaluates the strategic and day to day clinic operations and provides leadership and guidance for physicians and other staff to ensure consistency with established medical and administrative protocols, approved policies and best practices toward the goals, objectives and mission of the clinic. Ensures compliance with state, federal and local laws and guidelines, and best practices.
- Oversees and **provides clinical health and wellness services to promote prevention, early disease detection and disease management through health screenings, physical exams, and prevention programs through health education and hands on disease management. Functions as both a medical consultant to clinical staff and a direct care provider of clinic services for clients.**
- Participates in and oversees administrative decision-making and the development of policies, practices and procedures related to clinic operations. Oversees and assists with recruitment, selection, training, performance evaluation and disciplinary actions. Seeks and creates opportunities for improved performance, learning and development of staff and identifies and addresses problems or conflicts.
- Directs, assists with and reviews development of medical protocols, formularies, standardized policies, procedures and practices consistent with clinical standards and best practices of similar facilities. Oversees and approves selection of medical diagnostic and treatment tools and equipment. Monitors activities for quality control and quality improvement.
- Conducts, directs and analyzes research related to evidence-based medicine to develop best practices in treatment of health plan cost drivers. Compiles statistics and writes related reports on findings, client demographics, cost drivers and trends. Solicits grants consistent with clinic goals and objectives.
- Directs and coordinates disease prevention and management programs and other health and wellness activities with clinical staff, clients and insurance and other providers to facilitate client health and wellness and organizational cost containment. Documents and reports results. Directs and participates in health screenings. Plans, implements and participates in client education to promote behavioral changes in lifestyle.
- Recommends and assists with development of clinic performance goals and ensures alignment with overall mission, goals and objectives. Assesses priorities and oversees and responds to acute care, emergent and overall clinic goals. Assists in evaluation of clinic programs, services and practices on an ongoing basis.
- Assists in preparation of and monitors clinic budget and expenditures. Ensures expenditures are consistent with mission. Establishes internal control procedures for budget related activities.
- Facilitates communication among medical and other staff, clients, elected and appointed officials and department heads and others. Represents the clinic and serves as a liaison for local, regional and statewide committees and task forces, advisory groups, and the general public. May serve as spokesperson to media and outside agencies.
- **Responsible for providing and directing health care services provided within a clinical environment.**
- **Directs staff and coordinates activities for County's wellness program. Designs, reviews and oversees treatment programs related to the County's wellness programs. Provides medical treatment within the clinic environment. Provides supervision and support for clinic staff. Assists in recruiting and selecting personnel. Assists in staff performance evaluations. Provides in-service training to health care staff.**

ATTACHMENT 1

**Travis County Human Resources Management Department
Job Description DRAFT**

Min \$139,878 Mid \$181,842 Max \$223,806

Job Title: Medical Director

Job Code: 98XXX

Pay Grade: 98

Effective Date: 10/01/08

- Performs educational duties related to patient health and wellness. Designs health-related class curriculum and instructs patients in preventive medicine techniques. Serves as a resource for nursing staff and answers questions related to educational and outreach activities.
- Attends conferences and stays up-to-date with advances in medical field. Applies information to clinic operational procedures.
- Provides advice and assistance in developing and implementing policies and procedures that will assure effective and efficient medical and nursing care. Assists with selecting medical diagnostic and treatment tools and equipment.
- Examines clinic operations for effectiveness and efficiency. Provides information on cost/benefit ratios of clinic operations. Evaluates ongoing programs to ensure effective and efficient delivery of services.
- Complies with all rules, regulations, polices and procedures.
- Assists in the analysis of any claims related to or connected with provision of medical services. Assists in the discovery as an expert for participation in arbitration or dispute resolution as requested by the County Attorney.
- Attends scheduled department meetings.
- Performs other job-related duties as assigned.

QUALIFICATION REQUIREMENTS:

Education and experience:

Graduation from an accredited school of medicine with a degree as a medical doctor AND five (5) years of directly related increasingly responsible experience as a physician including at least two (2) years of mid- to senior level management **experience in an administrative medical outpatient primary care setting. Experience in direct patient care in an outpatient primary care setting. Masters in Public Health and/or Masters in Business or Public Administration degree/s desirable but not required.**

License:

- Licensed to practice as a medical doctor in the State of Texas by the Texas Medical Board .
- **Licensed with a current Texas Department of Public Safety number/DEA number for prescribing purposes.**
- **Board certification in Family Medicine or Internal Medicine.**
- Possession of a valid Texas Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Management and supervisory principles, practices and techniques.
- Methods, procedures, rules, and regulations in the field commensurate with a **Family Medicine or Internal Medicine** Physician practicing in the State of Texas.
- Policies, practices, procedures and terminology of assigned function.
- Federal, State and Local applicable laws, rules, regulations and applicable professional health care standards and procedures.
- Accounting, purchasing and budgetary theory, principles and practices.
- Computer equipment to include word processing, spreadsheets and databases, and related software applications.
- Business letter writing, grammar and punctuation and report preparation.

Ill in:

- Diagnosing and treating patients.
- Use of medical equipment utilized in area of assignment.
- Managing others, including team building.
- Explaining complicated technical medical problems in simple non-technical language.
- Problem solving, decision-making and strategic planning.

**Travis County Human Resources Management Department
Job Description DRAFT
Min \$139,878 Mid \$181,842 Max \$223,806**

Job Title: Medical Director

Job Code: 98XXX

Pay Grade: 98

Effective Date: 10/01/08

- Both verbal and written communication.

Ability to:

- Direct, motivate, train, develop and evaluate staff.
- Develop and recommend program initiatives.
- Utilize effective problem solving, build a sense of team and manage teams.
- Communicate effectively.
- Work efficiently both independently and as part of a medical team.
- Plan, assign, supervise and review the work of subordinates.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Establish and maintain effective working relationships with clients, medical and other county staff and officials, representatives of outside agencies and the general public.
- Perform in a stressful environment, while maintaining a professional manner.
- Operate a variety of office equipment and a computer including word processing, spreadsheets and databases.
- Research, compile, analyze, interpret and prepare a variety of statistical and other reports.

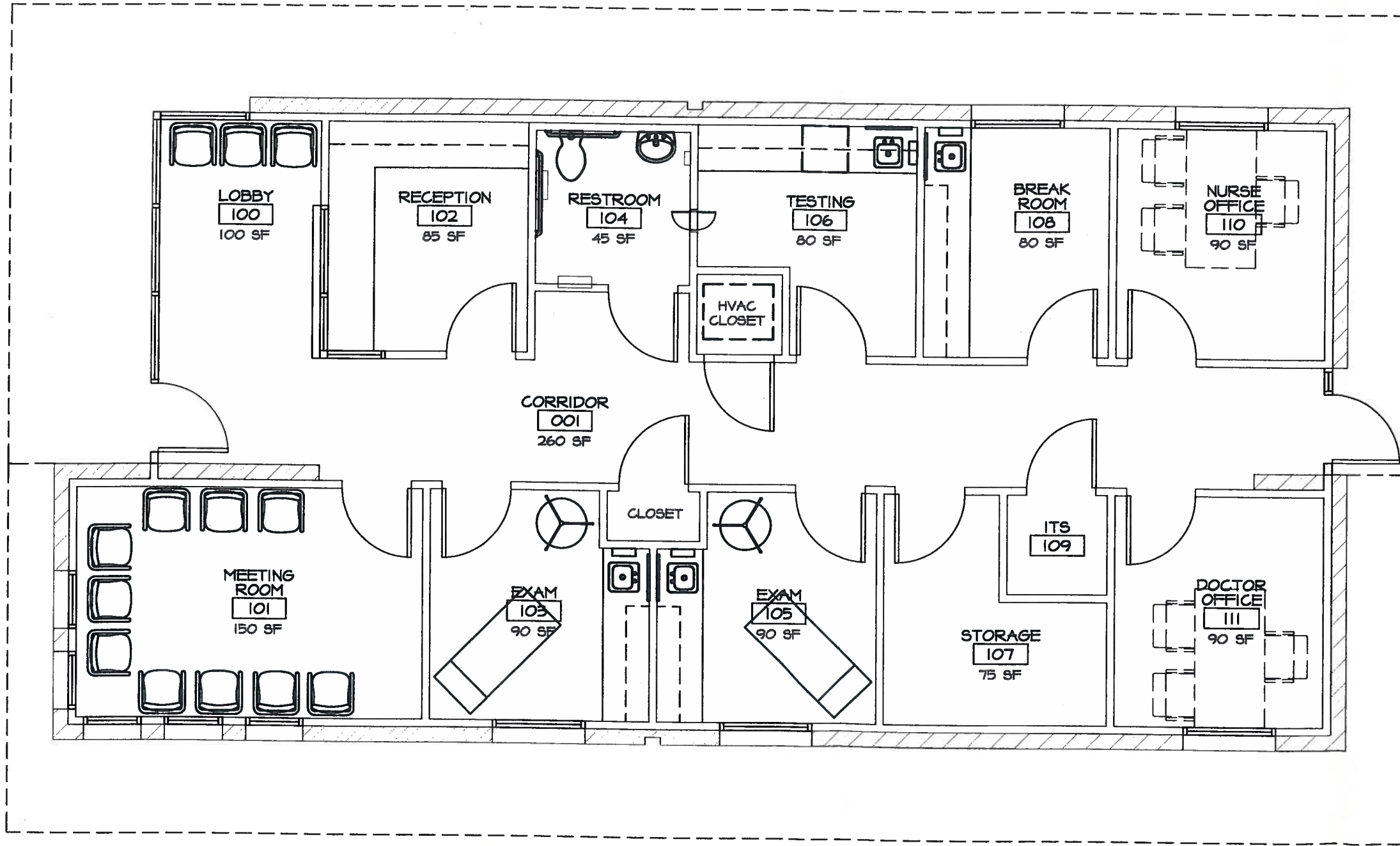
PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying minimum of 35 pounds, and may be required to lift/carry up to 100 pounds. Visual acuity, speech and hearing, hand and eye coordination and manual dexterity, necessary to operate medical equipment and a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Vision to monitor, standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, repetitive motion, twisting, balancing, repetitive motion, client/customer/patient contact, squatting, occasional indoor/outdoor activities to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, **bodily human fluids (including, but not limited to: saliva, mucus, urine, blood, serum, pus, cerebrospinal fluid, vaginal/penile fluids, breast emissions including milk)**, human fecal matter and foul odors.

WWC: 8832	EEO Function: 08	EEO Category: 02	FLSA Code: E
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This description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties performed and responsibilities required. It does not imply that all positions within the classification perform all of the duties listed, nor does it necessarily list all possible job-related duties that may be assigned.

Dept	Occupancy	Area SF	Quantity
	Wellness Clinic		
	Lobby	100	1
	Reception Office	85	1
	Meeting Room	150	1
Wellness Clinic	Offices	180	2
	Exam Rooms	180	2
	UA Lab/Restroom	125	1
	Break Room	80	1
	Circulation/Storage/Mech	590	
	Subtotal	1,490	
	Total Approx. Gross SF	1,490	



TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT



1010 LAVACA, SUITE 400
P.O. BOX 1748
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FAX (512) 854-9226

**WELLNESS CLINIC
DEL VALLE**
TRAVIS COUNTY, TEXAS

SHEET TITLE
FLOOR PLAN

PROJECT NO. _____
SCALE: AS NOTED
DRAWN BY: _____
CHECKED BY: _____

SHEET NUMBER
A1.1

FLOOR PLAN

3/16"=1'-0" 01



EAST ELEVATION: looking toward existing SRCC

SOUTH ELEVATION: looking from S FM 973



NORTH ELEVATION: looking toward S FM 973

WEST ELEVATION: looking from existing SRCC

*10/16/08
11-20-08*



SITE PLAN

1" = 50'-0" 01

TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT
 1010 LAVACA, SUITE 400
 P.O. BOX 1748
 AUSTIN, TEXAS 78767
 PH (512) 854-8661
 FAX (512) 854-9226



**WELLNESS CLINIC
 DEL VALLE**
 TRAVIS COUNTY, TEXAS

SHEET TITLE
SITE PLAN
Walter
 PROJECT NO. 919008
 SCALE: AS NOTED
 DRAWN BY: ES
 CHECKED BY:

SHEET NUMBER
A1.0

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

7

Voting Session: December 16, 2008

0857211 09:38

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 PARKING LEASE BETWEEN TRAVIS COUNTY AND CENTRAL PARKING SYSTEM OF TEXAS, INC., FOR PARKING AT 1250 GUADALUPE (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, Assistant County Attorney, (4-9415)
 Tenley Aldredge, 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)
 _____ Contract, Agreement, Policy & Procedure



FACILITIES MANAGEMENT DEPARTMENT


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

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

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: December 10, 2008

SUBJECT: Lease Agreement – Parking – Central Parking Systems of Texas, Inc.
1250 Guadalupe Street

Proposed Motion:

Consider and take appropriate action regarding the parking lease between Travis County and Central Parking System of Texas, Inc., for parking at 1250 Guadalupe.

Summary and Staff Recommendation:

Facilities Management Department requests approval of one year extension to the lease with Central Parking System of Texas, Inc. Travis County has three parking leases currently in place with Central Parking that will expire on December 31, 2008. At 1250 Guadalupe, the County has a lease with Central Parking for 5 parking spaces. Central Parking requests an increase of these slots from \$75 per month to \$90 per month. Exhibit One is the related amendment to the parking agreement described above. There are no remaining renewal options for this lease beyond this extension period. A new lease will need to be developed if these parking spaces are required after December 31, 2009.

Budgetary and Fiscal Impact:

- FY 09 Budget impact of new agreement: (funding included in current lease budget)
- 1250 Guadalupe – 5 slots \$4,050 (9 months @ \$450)
 - Annualized cost - \$5,400

Required Authorizations:

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

Exhibit:

Lease Amendment – 5 Spaces at 1250 Guadalupe

AMENDMENT OF LEASE FOR PARKING SPACES
AT 1250 GUADALUPE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment of Lease Agreement between Travis County and Central Parking System for Parking Spaces at 1250 Guadalupe (this "Amendment of Lease") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Central Parking System of Texas, Inc., a Texas corporation ("Operator").

WHEREAS, County and Operator entered into that certain Lease Agreement commencing on January 1, 2006 and terminating on December 31, 2008 (the "Agreement"), for the right to use five (5) parking spaces in the parking lot located at 1250 Guadalupe, Austin, Texas 78701 (the "Leased Property"); and

WHEREAS, the Agreement provided County the right to renew the Agreement for a period of one (1) year with thirty (30) days written notice prior to the expiration of the term thereof; and

WHEREAS, County desires to exercise its right of renewal and Operator desires to grant such renewal for a period of one (1) additional year; and

WHEREAS, the Agreement also provided that the monthly rate for any such renewal period shall be mutually agreed upon by the parties at the time of renewal, and the parties have agreed to a renewal rate of \$90.00 per space per month.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1.0 The term of the Agreement is hereby extended for a period of one (1) year, so that the Agreement shall terminate on December 31, 2009. The period commencing on January 1, 2009 and ending on December 31, 2009 shall be referred to as the "Renewal Term".

2.0 The Agreement section entitled "Rate" is hereby deleted in its entirety and the following is inserted in lieu thereof:

Rate: \$90.00 per space per month, or \$450.00 per month.

Operator agrees that there will be no rate escalation during the Renewal Term.

3.0 Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Operator have executed this Amendment effective as of the later date indicated below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

CENTRAL PARKING SYSTEM
OF TEXAS, INC.

By: _____
Name: _____
Title: _____

Date: _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



TRAVIS COUNTY COMMISSIONERS COURT
COUNTY COURTHOUSE
500 BRUNNENBERG BLVD
AUSTIN, TEXAS 78701
737.877.3300
WWW.TXCOUNTYGOV.COM

Voting Session: December 16, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING NEW LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND TILA HOLDINGS, INC., FOR PARKING AT 301 WEST 13TH STREET. (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, Assistant County Attorney, (4-9415)
 Tenley Aldredge, Assistant County Attorney, (4-9415)
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

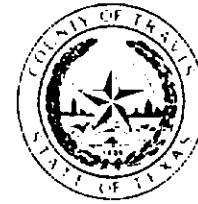
III. Required Authorizations: Please check if applicable.

- 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



FACILITIES MANAGEMENT DEPARTMENT

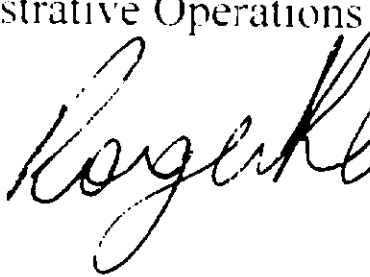
Roger A. El Khoury, M.S., P.E., Director

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

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: December 10, 2008

SUBJECT: License Agreement – Parking – TTLA Holdings, Inc.
301 West 13th Street Garage

Proposed Motion:

Consider and take appropriate action regarding new license agreement between Travis County and TTLA Holdings, Inc., for parking at 301 West 13th Street.

Summary and Staff Recommendation:

Facilities Management Department (FMD) requests approval of a new two year license agreement with TTLA Holdings, Inc., for 20 parking spaces at the garage located at 301 West 13th Street. On November 18, 2008 the Commissioners Court gave FMD direction to finalize a license agreement for these parking spaces at \$100 per space for the first year and \$106 per space for the second year. Exhibit One is the license agreement described above. Term of the agreement will be from date of approval by the Commissioners Court and continue for two years.

Budgetary and Fiscal Impact:

FY 09 Budget impact of new agreement: (funding included in current lease budget)

- 301 West 13th Street - 20 slots - \$18,000 (9 months @ \$2,000)
- Annualized cost - \$24,000

Required Authorizations:

Legal: John Hille, Jr., Assistant County Attorney

Budget: N/A

Purchasing: N/A

Exhibit:

License Agreement – 20 Spaces at 301 West 13th Street

**LICENSE AGREEMENT BETWEEN
TRAVIS COUNTY AND TTLA HOLDINGS, INC.
FOR PARKING SPACES AT 301 WEST 13TH STREET**

This License Agreement for Parking Spaces (this "Agreement") is entered into by and between TRAVIS COUNTY, a political subdivision of the State of Texas ("County") and TTLA Holdings, Inc. ("Licensor").

WHEREAS, County desires to rent parking spaces in the parking garage located at 301 West 13th Street, Austin, Texas from Licensor (the "Parking Garage") for use by Travis County employees; and

WHEREAS, Licensor desires to license parking spaces in the Parking Garage to County for the afore-mentioned purpose.

NOW, THEREFORE, County and Licensor, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

AGREEMENT

1.0 Exempt Contract. The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(6) of the Local Government Code in that it involves land.

2.0 Grant of License. Licensor hereby grants to County the right to use twenty (20) unreserved parking spaces in the Parking Garage in connection with the transaction of County official business (the "Licensed Spaces"), subject to the terms and conditions set forth herein (the "License"). Access will be 24 hours a day, 7 days a week, 365 days a year.

3.0 Term. The License shall be effective as of the date approved by the Travis County Commissioners Court and shall remain in effect for a period of two (2) years (the "License Term"), unless sooner terminated pursuant to the terms hereof. County shall have access to and is granted use of the Licensed Spaces seven days per week, 24 hours per day.

4.0 License Fee.

4.1 During the first year of the License Term, County shall pay Licensor the sum of \$100.00 per space per month (or \$2,000.00 total per month) for providing the Licensed Spaces (the "License Fee"). The per-space License Fee shall increase commencing on the 13th month of the License Term by six percent (6%), so that County shall pay Licensor the sum of \$106.00 per space per month (or \$2,120.00 total per month) for providing the Licensed Spaces during the second year of the License Term.

4.2 The License Fee shall be due and payable on a full-month basis on the first day of the month for which such fee is due. The License Fee will be prorated for (i) the first month if

County commences use of the Licensed Spaces on any day other than the first day of such month; (ii) the last month if County or Licensor terminates this Agreement on any day other than the last day of such month as provided herein.

5.0 Insurance. Licensor acknowledges that, as owner and operator of the Parking Lot, Licensor maintains liability insurance coverage for the Licensed Spaces.

6.0 Liability.

6.1 COUNTY ACKNOWLEDGES AND AGREES THAT ANY PERSON UTILIZING A LICENSED SPACE PARKS HIS/HER VEHICLE AT HIS/HER OWN RISK. ONLY A LICENSE TO PARK SAID VEHICLES IS HEREBY GRANTED. NO PROPERTY INTEREST IS BEING CONVEYED AND NO BAILMENT IS CREATED HEREBY. LICENSOR IS NOT RESPONSIBLE FOR FIRE, THEFT, VANDALISM, DAMAGE OR LOSS OF VEHICLES OR THEIR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN, HOWEVER CAUSED.

6.2 County shall replace any lost, stolen or damaged or destroyed parking device at the rate of \$35.00 per device.

7.0 Notices. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensor: TTLA Holding, Inc.
c/o T. Stacy & Associates, Inc.
823 Congress Avenue, Suite 1111
Austin, Texas 78701

If to County: Roger A. El Khoury, M.S., P.E.
Director, Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78701

8.0 Non-Waiver of Default.

8.1 No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

8.2 All rights of either party under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.0 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

10.0 Force Majeure. If the performance by either party of any of its obligations under this Agreement are interrupted or delayed by any occurrence not occasioned by its own conduct, whether the occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part to this contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof. If the Licensed Spaces are so damaged as to render the same unfit for use, then, and from the date of such damage, this Agreement shall cease and be void, and the License Fee and other obligations hereunder shall be due and payable only to the date of such damage.

11.0 Venue and Choice of Law. All obligations and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement is governed by and construed in accordance with the laws of the State of Texas.

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

13.0. Forfeiture of Contract. If Licensor has done business with a Key Contracting Person, as listed in "Exhibit A" to the affidavit attached hereto as Attachment 1 and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Licensor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Licensor and prior to full performance of this Agreement, and fails to disclose the name of any such Key Contracting Person in Exhibit B to the affidavit, County shall have the right to terminate this Agreement upon written notice to Licensor and any License Fee due for any partial month shall be prorated on a daily basis and refunded to County.

"Has done business" and "does business" mean: (a) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or (b) loaning or receiving a loan of money or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year; but does not include: (y) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public; (z) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing

guidelines applicable to similarly situated individuals with similar risks as determined by Licensor in the ordinary course of its business; and (v) a transaction for a financial service or insurance coverage made on behalf of Licensor if Licensor is a national or multinational corporation by an agent, employee or other representative of Licensor who does not know and is not in a position that he or she should have known about this Agreement.

14.0 Termination. Licensor shall have the right to terminate this Agreement for any reason by giving thirty (30) days advance written notice to County.

15.0 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement without any further liability after giving Licensor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

16.0 Amendment. This Agreement may be amended only written instrument signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO AMEND THIS LICENSE, EXCEPT BY SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

17.0 Entire Agreement. This Agreement represents the sole, entire and integrated Agreement between County and Licensor with respect to the subject matter herein and supersedes any and all prior negotiations, representations or agreements, either oral or written.

IN WITNESS WHEREOF, County and Licensor have executed this Agreement effective as of the later date indicated below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSOR: TTLA Holdings, Inc.

By: Fredrick D. Cornelius, as agent for TTLA HOLDINGS, INC.
Printed Name: FREDRICK D. CORNELIUS, RPA
Title: Assistant Property Manager

Date: December 8, 2008

Attachment 1

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: December 8, 2008
Name of Affiant: FREDRICK D. CORNELIUS
Title of Affiant: ASSISTANT PROPERTY MANAGER
Business Name: JTH HOLDINGS, INC
County of Licensor: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Licensor to make this affidavit for Licensor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Licensor has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Licensor is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in Exhibit "B" to this affidavit.

Fredrick D Cornelius

Signature of Affiant

823 CONGRESS Ave Ste 1111 Austin, TX 78701
Address

SUBSCRIBED AND SWORN TO before me ^{on} Dec 8, 2008 ~~by~~

Roberta Young

Notary Public of the
State of Texas

ROBERTA YOUNG

Printed Name of Notary

My commission expires: 11-12-2009

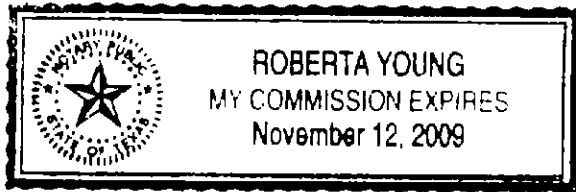


Exhibit "A" to Attachment 1
LIST OF KEY CONTRACTING PERSONS
December 8, 2008

CURRENT

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

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist.....	Betty Chapa	
HUB Specialist.....	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	

FORMER EMPLOYEES

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

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

Exhibit "B" to Attachment 1

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

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

NOT USED

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

9

08:57:11 AM 9:28

Voting Session: December 16, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
PARKING LEASE BETWEEN TRAVIS COUNTY AND TEXAS OIL & GAS
ASSOCIATION FOR PARKING AT 1300 GUADALUPE (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:

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 Tenley Aldredge, Assistant County Attorney, (4-9415)
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

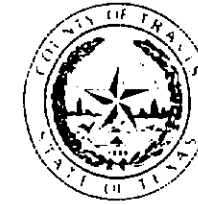
III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
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- 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



FACILITIES MANAGEMENT DEPARTMENT

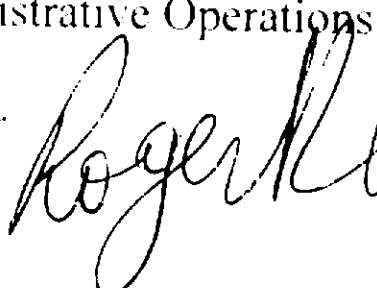
Roger A. El Khoury, M.S., P.E., Director

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

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: December 10, 2008

SUBJECT: Lease Agreement – Parking – Texas Oil & Gas Association
1300 Guadalupe Street

Proposed Motion:

Consider and take appropriate action regarding the parking lease between Travis County and Texas Oil & Gas Association for parking at 1300 Guadalupe.

Summary and Staff Recommendation:

Facilities Management Department requests approval of one year extension to the lease with Texas Oil & Gas Association for lease of 10 parking spaces located at 1300 Guadalupe. Texas Oil & Gas Association has agreed to a one year extension of the lease at the same rate of \$75 per parking space per month. Exhibit One is the related amendment to the parking agreement described above. There are no remaining renewal options for this lease beyond this extension period. A new lease will need to be developed if these parking spaces are required after December 31, 2009.

Budgetary and Fiscal Impact:

- FY 09 Budget impact of new agreement: (funding included in current lease budget)
- 1300 Guadalupe – 10 slots \$6,750 (9 months @ \$750)
 - Annualized cost - \$9,000

Required Authorizations:

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

Exhibit:

Lease Amendment – 10 Spaces at 1300 Guadalupe

AMENDMENT OF LEASE FOR PARKING SPACES
AT 1300 GUADALUPE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment of Lease Agreement between Travis County and Texas Oil & Gas Association for Parking Spaces at 1300 Guadalupe (this "Amendment of Lease") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Texas Oil & Gas Association, a Texas corporation ("Owner").

WHEREAS, County and Central Parking System of Texas, Inc. ("Central Parking") entered into that certain Lease Agreement commencing on January 1, 2006 and terminating on December 31, 2008 (the "Agreement"), for the right to use ten (10) parking spaces in the parking lot located at 1300 Guadalupe, Austin, Texas 78701 (the "Leased Property"); and

WHEREAS, Central Parking assigned all of its rights, duties and obligations under the Agreement to Owner, and Owner assumed the same, by written Assignment and Assumption of Parking Lease effective September 6, 2006;

WHEREAS, the Agreement provided County the right to renew the Agreement for a period of one (1) year with thirty (30) days written notice prior to the expiration of the term thereof; and

WHEREAS, County desires to exercise its right of renewal and Owner desires to grant such renewal for a period of one (1) additional year.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1.0 The term of the Agreement is hereby extended for a period of one (1) year, so that the Agreement shall terminate on December 31, 2009. The period commencing on January 1, 2009 and ending on December 31, 2009 shall be referred to as the "Renewal Term".

2.0 Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Owner have executed this Amendment effective as of the later date indicated below.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

TEXAS OIL & GAS ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

10

Voting Session: December 16, 2008

03 DEC 11 AM 9:38

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 PARKING LEASES BETWEEN TRAVIS COUNTY AND CENTRAL PARKING SYSTEM OF TEXAS, INC., FOR PARKING AT THE 812 SAN ANTONIO PARKING GARAGE (TWO LEASES) (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, Assistant County Attorney, (4-9415)
 Tenley Aldredge, 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



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: December 10, 2008

SUBJECT: Lease Agreements – Parking – Central Parking Systems of Texas, Inc.
812 San Antonio Parking Garage

A handwritten signature in black ink that reads "Roger A. El Khoury".

Proposed Motion:

Consider and take appropriate action regarding the parking leases between Travis County and Central Parking System of Texas, Inc., for parking at the 812 San Antonio Parking Garage (Two Leases).

Summary and Staff Recommendation:

Facilities Management Department requests approval of one year extensions for two leases with Central Parking System of Texas, Inc. Travis County has three parking leases currently in place with Central Parking that will expire on December 31, 2008. At the 812 San Antonio Garage, the County originally leased 25 slots, which previously were at \$95 per month. Central Parking requests an increase to \$100 per month for these slots for the period of January 1, 2009 through December 31, 2009. Travis County has a separate lease agreement for 40 additional slots at this same garage located at 812 San Antonio which were previously at \$85 per month. Central Parking requests and increase on these slots to \$90 per month. Exhibits One and Two are the related amendments to the parking agreements described above. There are no remaining renewal options for these two leases beyond this extension period. New leases will need to be developed if these parking spaces are required after December 31, 2009.

Budgetary and Fiscal Impact:

FY 09 Budget impact of new agreements: (funding included in current lease budget)

- 812 San Antonio – 25 slots \$22,500 (9 months @ \$2,500)
- 812 San Antonio – 40 slots \$32,400 (9 months @ \$3,600)
- Annualized cost - \$73,200

Required Authorizations:

Legal: John Hille, Jr., Assistant County Attorney

Budget: N/A

Purchasing: N/A

Exhibits:

1. Lease Amendment – 25 Spaces 812 San Antonio
2. Lease Amendment – 40 Spaces 812 San Antonio

AMENDMENT OF LEASE FOR PARKING SPACES
AT 812 SAN ANTONIO

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment of Lease Agreement between Travis County and Central Parking System for Parking Spaces at 812 San Antonio (this "Amendment of Lease") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Central Parking System of Texas, Inc., a Texas corporation ("Operator").

WHEREAS, County and Operator entered into that certain Lease Agreement commencing on January 1, 2006 and terminating on December 31, 2008 (the "Agreement"), for the right to use twenty-five (25) parking spaces in the parking lot located at 812 San Antonio, Austin, Texas 78701 (the "Leased Property"); and

WHEREAS, the Agreement provided County the right to renew the Agreement for a period of one (1) year with thirty (30) days written notice prior to the expiration of the term thereof; and

WHEREAS, County desires to exercise its right of renewal and Operator desires to grant such renewal for a period of one (1) additional year; and

WHEREAS, the Agreement also provided that the monthly rate for any such renewal period shall be mutually agreed upon by the parties at the time of renewal, and the parties have agreed to a renewal rate of \$100.00 per space per month.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1.0 The term of the Agreement is hereby extended for a period of one (1) year, so that the Agreement shall terminate on December 31, 2009. The period commencing on January 1, 2009 and ending on December 31, 2009 shall be referred to as the "Renewal Term".

2.0 The Agreement section entitled "Rate" is hereby deleted in its entirety and the following is inserted in lieu thereof:

Rate: \$100.00 per space per month, or \$2,500.00 per month.

Operator agrees that there will be no rate escalation during the Renewal Term.

3.0 Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Operator have executed this Amendment effective as of the later date indicated below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

CENTRAL PARKING SYSTEM
OF TEXAS, INC.

By: _____
Name: _____
Title: _____

Date: _____

AMENDMENT OF LEASE FOR PARKING SPACES
AT 812 SAN ANTONIO

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amendment of Lease Agreement between Travis County and Central Parking System for Parking Spaces at 812 San Antonio (this "Amendment of Lease") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County" or "Travis County"), and Central Parking System of Texas, Inc., a Texas corporation ("Operator").

WHEREAS, County and Operator entered into that certain Lease Agreement commencing on May 1, 2007 and terminating on December 31, 2008 (the "Agreement"), for the right to use forty (40) parking spaces in the parking lot located at 812 San Antonio, Austin, Texas 78701 (the "Leased Property"); and

WHEREAS, the Agreement provided County the right to renew the Agreement for a period of one (1) year with thirty (30) days written notice prior to the expiration of the term thereof; and

WHEREAS, County desires to exercise its right of renewal and Operator desires to grant such renewal for a period of one (1) additional year; and

WHEREAS, the Agreement also provided that Licensor may increase the monthly rate for any such renewal period by providing County with ninety (90) days notice prior to expiration of the current term, and Licensor has provided such notice of a renewal rate of \$90.00 per space per month.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1.0 The term of the Agreement is hereby extended for a period of one (1) year, so that the Agreement shall terminate on December 31, 2009. The period commencing on January 1, 2009 and ending on December 31, 2009 shall be referred to as the "Renewal Term".

2.0 The Agreement section entitled "Rate" is hereby deleted in its entirety and the following is inserted in lieu thereof:

Rate: \$90.00 per space per month, or \$3,600.00 per month.

Operator agrees that there will be no rate escalation during the Renewal Term.

3.0 Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Operator have executed this Amendment effective as of the later date indicated below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

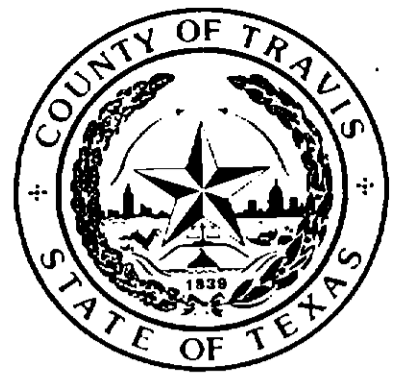
Date: _____

CENTRAL PARKING SYSTEM
OF TEXAS, INC.

By: _____
Name: _____
Title: _____
Date: _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

11



VOTING SESSION: December 16, 2008

I. Request made by: Roger Jefferies, Executive Manager, Justice and Public Safety

Requested topic:

CONSIDER AND TAKE APPROPRIATE ACTION ON 2009 – 2010 TRAVIS COUNTY COMMUNITY PLAN FOR CRIMINAL JUSTICE

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 must be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Travis County Sheriff's Office, 854-9788

Travis County District Attorney's Office, 854-9400

Travis County Attorney's Office, 854-9415

Travis County Juvenile Probation, 854-7069

Travis County Adult Probation, 854-4608

Criminal Court Administration, 854-9244

Civil Courts Administration, 854-9300

Pretrial Services, 854-9244

Counseling and Education Services, 854-4618

Domestic Relations Office, 854-9696

III. Required Authorizations: Please check if applicable.

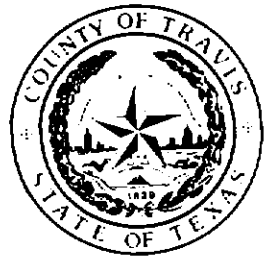
N/A

AGENDA REQUEST DEADLINE:

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

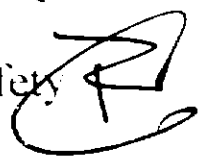
CRIMINAL JUSTICE PLANNING DEPARTMENT

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



MEMORANDUM

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, Executive Manager, Justice and Public Safety 

Date: December 9, 2008

SUBJECT: **AGENDA ITEM REQUEST TO APPROVE THE 2009 – 2010 TRAVIS COUNTY COMMUNITY PLAN FOR CRIMINAL JUSTICE**

Attached for your approval and signature is the 2009 – 2010 Travis County Community Plan for Criminal Justice.

The Texas Administrative Code (Title 1, Part 1, Chapter 3, Section 3.51) states "each community consisting of a single county or group of counties must file with their local Council of Governments a plan that addresses the community's criminal justice priorities." Criminal Justice Planning has been working with the Capital Area Council of Governments (CAPCOG) over the last several weeks to develop a plan to meet this requirement.

The plan is used to determine how funding will be distributed to local entities by the Criminal Justice Division of the Governor's Office. Federal and state funding streams administered by the Governor's Office and targeted in the plan include Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Juvenile Justice and Delinquency Prevention Act (JJDP), State Criminal Justice Planning (Fund 421), and Safe and Drug Free Schools and Communities (SDGSC). Any entity responding to RFPs or requesting monies from the Governor's Office must have participated in the community planning process or must develop their program and funding request targeting one or more priorities identified in the finalized plan for criminal justice.

The process for obtaining community input and the format for the plan were prescribed by CAPCOG. Two separate community forums were scheduled on October 20th and 22nd – targeting victim services and juvenile justice/criminal justice respectively. These forums were well attended by community groups, governmental entities, and service providers. A list of

participants is provided in the plan documents. Participants in the community forums were directed to determine up to five priorities for the five federal funding sources, which resulted in the following:

Victims of Crime Act (VOCA) Funding

1. Immediate health and safety.
2. Mental health assistance.
3. Assistance with participation in criminal justice proceedings.
4. Special services.
5. Personal costs.

Violence Against Women Act (VAWA) Funding

1. Maintaining core victim services and criminal justice initiatives.
2. Supporting the placement of special victim assistance in local law enforcement agencies.
3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services.
4. Promoting collaboration and coordination among local service systems which involve multiple disciplines.

Juvenile Justice and Delinquency Prevention Act (JJDP)

1. Aftercare/reentry for juveniles.
2. Mentoring programs for at risk youth.
3. Mental health services for at risk youth.
4. School programs for at risk youth.
5. Delinquency prevention for at risk youth.

State Criminal Justice Planning (Fund 421)

1. Family stability in the community.
2. Reducing crime and/or improving the criminal or juvenile justice system.
3. Education for at risk youth.
4. Gang prevention.
5. Justice system impact.

Safe and Drug-Free Schools and Communities (SDGSC)

1. Family stability in the community.
2. Education for at risk youth.
3. Justice system impact.
4. Disproportionate minority contact.
5. Gang prevention.

Details on these priorities can be found within the plan. They are accompanied by substantiating data compiled primarily by CAPCOG, but supplemented with data and information from participants in the planning forums.

Please note that we do not know what the funding levels will be in 2009 – 2010; however, we have included in the agenda item back-up a chart showing current levels for existing programs in Travis County using the targeted funding streams.

We are respectfully requesting your approval of the plan and signatures from the County Judge and each Commissioner. The plan will then be submitted to the Capital Area Council of Governments (CAPCOG) for inclusion in their 10-county plan for criminal justice.

**Travis County Funding Comparison
Governor's Office Criminal Justice Division Funding
FY2008 and FY2009**

STATE FUND 421

Funded Travis County FY2008 Agencies:

1. Girl Scouts - Lone Star Council	\$57,364
2. SafePlace (Travis County Domestic Violence Sexual Assault Survival Center)	\$15,119
3. Any Baby Can of Austin, Inc.	\$12,000
4. CAPCOG Law Enforcement Training	\$320,934
Total Funded in FY08 for Travis County Agencies	\$ 84,483

Funded Travis County FY2009 Agencies:

1. Safe Place (Travis County Domestic Violence Sexual Assault Survival Center)	\$10,482
2. City of Austin - Austin Police Department	\$29,019
3. CAPCOG Law Enforcement Training	\$341,492
Total Funded in FY09 for Travis County Agencies	\$ 39,501
421 Travis County Funding Reduction FY08 to FY09	(\$44,982)

JUVENILE JUSTICE DELINQUENCY PREVENTION

Funded Travis County FY2008 Agencies:

1. Travis County Juvenile Probation Department	\$41,818
2. GENaustin (Girls Empowerment Network)	\$44,487
3. The Arc of the Capital Area	\$21,181
4. American Youth Works	\$37,373
Total Funded in FY08 for Travis County Agencies	\$144,859

Funded Travis County FY2009 Agencies:

1. GENaustin (Girls Empowerment Network)	\$36,318
3. Southwest Key	\$41,661
4. City of Austin - Austin Police Department	\$37,636
5. Travis County Juvenile Probation Department	\$24,864
Total Funded in FY09 for Travis County Agencies	\$140,479
JJDP Travis County Funding Reduction FY08 to FY09	(\$4,380)

SAFE AND DRUG FREE SCHOOLS AND COMMUNITIES (SDFSC)

Funded Travis County FY2008 Agencies:

1. Safe Place (Travis County Domestic Violence Sexual Assault Survival Center)	\$10,338
2. River City Youth Foundation	\$20,725
3. Southwest Key Program	\$44,843
4. GENaustin (Girls Empowerment Network)	\$67,095
5. City of Austin - Austin Police Department	\$32,790
Total Funded in FY08 for Travis County Agencies	\$175,791

Funded Travis County FY2009 Agencies:

1. City of Austin - Austin Police Department	\$26,228
2. GENaustin (Girls Empowerment Network)	\$53,676
3. River City Youth Foundation	\$10,362
4. Southwest Key Program, Inc.	\$50,161
5. YouthLaunch	\$144,971
Total Funded in FY09 for Travis County Agencies	\$285,398
SDFSC Travis County Funding Increase FY08 to FY09	\$109,607

VICTIMS OF CRIME ACT (VOCA)

Funded Travis County FY2008 Agencies:

1. SafePlace (Travis County Domestic Violence Sexual Assault Survival Center)	\$431,821
2. Center for Child Protection	\$ 76,994
3. Austin Children's Shelter	\$ 96,636
Total Funded in FY08 for Travis County	\$ 605,451

Funded Travis County FY2009 Agencies:

1. SafePlace (Travis County Domestic Violence Sexual Assault Survival Center)	\$141,144
2. Center for Child Protection – Children's Advocacy Center	\$ 60,907
Total Funded in FY09 for Travis County Projects	\$202,051
VOCA Travis County Funding Reduction FY08 to FY09	(\$403,400)

VIOLENCE AGAINST WOMEN ACT (VAWA)

Funded Travis County FY2008 Agencies:

1. City of Austin - Austin Police Department	\$69,703
2. Political Asylum Project of Austin	\$34,768
3. Travis County Attorney's	\$135,436
Total Funded in FY08 for Travis County	\$239,907

VIOLENCE AGAINST WOMEN ACT (VAWA)

Funded Travis County FY2008 Agencies:

1. Political Asylum Project of Austin	\$31,350
2. City of Austin – Austin Police Department	\$61,088
Total Funded in FY09 for Travis County	\$92,438
VAWA Travis County Funding Reduction FY08 to FY09	(\$147,469)

2009 AND 2010 COMMUNITY PLAN FOR THE COORDINATION OF CRIMINAL JUSTICE AND RELATED ACTIVITIES SUBMISSION FORM

Submitting County(s) Travis County

Areas Represented:

Incorporated Communities (includes cities): Austin and Pflugerville

Unincorporated Communities: Travis County- Bee Cave, Briarcliff, Creedmoor, Del Valle, Jonestown, Lago Vista, Lakeway, Manor, Mustang Ridge, Rollingwood, San Leanna, Sunset Valley, the Hills, and West Lake

School Districts: Austin ISD, Del Valle ISD, Eanes ISD, Lago Vista ISD, Lake Travis ISD, Manor ISD, Pflugerville ISD, and multiple private and parochial schools

Dates of Community Planning Meetings: October 20 & 22, 2008

Please check-off each of the following required attachments:

- Community Planning Leadership Team Form
- List of Community Planning Participants
- Copies of Community Planning Meeting Sign-in Sheets
- Identified Funding Priorities Matrix

Date Community Plan was presented to Commissioners Court: Presented to the Travis County Commissioner's Court on December 16, 2008

Authoring Entity: Travis County

Signatures of County Judge Judge Sam Biscoe

& County Commissioners: Pct 1- Ron Davis

Pct 2- Sarah Eckhardt

Pct 3- Gerald Daugherty

Pct 4- Margaret Gomez

Date Received by CAPCOG: _____

Community Planning Leadership Team Form

This Community Plan was directed through the leadership of the following individuals that serve on the Capital Area Planning Council of Governments (CAPCOG) Executive Committee:

Travis County Judge Sam Biscoe

With planning and administrative assistance from:

Travis County Justice & Public Safety Division led by Roger Jefferies, Executive Manager

Effective community planning requires gathering information through focus groups for the purpose of narrowing the scope of research and data that are incorporated into the Plan. Please list the names of participating members below.

Community Planning Members:

Name	Organization	Email Address
Abraham Minjarez	ATCMHMR	Abraham.minjarez@atemhmr.com
Adrian Moore	Council on At-Risk Youth	amoore@councilonatriskyouth.org
Barri Rosenbluth	Safe Place	brosenbluth@austin-safeplace.org
Blanca Leahy	Travis County Health & Human Services	Blanca.Leahy@co.travis.tx.us
Brenda Hummel	Austin Independent School District	Bhummel@austinsd.org
Caryl Colburn	Travis County Counseling & Education Services	Caryl.Colburn@co.travis.tx.us
Chantel Bottoms	Community Action Network (CAN)	Chantel.bottoms@austinsd.org
Charyl Naron	Travis County Sheriff Office, RAVE Program	Charyl.Naron@co.travis.tx.us
Chris Jimmerson	American Gateways (PAPA)	chrisj@papais.org
Christie Williams	Travis County Adult Probation	christie.williams@co.travis.tx.us
Connie Geerhart	Travis County Victim Services	connie.geerhart@co.travis.tx.us
Corie Cormie	Lifeworks	Corie.cormie@lifeworksweb.org
Cynthia Finnegan	Travis County Criminal Justice Planning	Cynthia.Finnegan@co.travis.tx.us
Darla Gay	Travis County District Attorney's Office	Darla.Gay@co.travis.tx.us
Darrell Caldwell	Travis County Health and Human Services	Darrell.Caldwell@co.travis.tx.us

Doots Dufour	Catholic Diocese of Austin	Doots-dufour@austindiocese.org
Doug Gratten	A New Entry, Inc.	dgratten@yahoo.com
Emily Cox	Foundation for the Homeless	ecox@foundationhomeless.org
Erin Spalding	For the Love of Christi	Erin_ftloc@yahoo.com
Frank Ringer, Jr.	Community Volunteer	fringerjr@austin.rr.com
George Coker	Texas Reachout Ministries	grcokerjr@yahoo.com
Gerald Murphy	The Arc of the Capital Area	gmurphy@arcofthecapitalarea.org
Gil Levy	Big Brothers Big Sisters	gil@BBBScentraltx.org
Jamie Watson	Travis County Health & Human Services	Jamie.Watson@co.travis.tx.us
Jeff Olbrid	Texas Municipal Police Association	jeff@tmpa.org
Jenny Fritz	Goodwill Industries	Jenny.fritz@austingoodwill.org
Jeri Houchins	Austin/Travis County Reentry Roundtable	jeriJeanw@gmail.com
Jessica Son	Travis County Underage Drinking Prevention	Gloria.souhami@co.travis.tx.us
Joyce Pohlman	Family Eldercare	jpohlman@familyeldercare.org
Kachina Clark	Austin Police Department Victim Services	Kachina.Clark@ci.austin.tx.us
Karen Maxwell	Travis County Sheriff Office, Research and Planning	Karen.Maxwell@co.travis.tx.us
Kemaz Taskin	Austin Independent School District (Access Grant)	ktaskin@austinisd.org
Kirsla Haverlah	Travis County, Justice Precinct 5	Kirsla.Haverlah@co.travis.tx.us
Kyran Fitzgerald	Austin Police Department	Kyran.fitzgerald@ci.austin.tx.us
LaRu Woody	Travis County District Attorney's Office	Laru.woody@co.travis.tx.us
Laura Smith	Crime Prevention Institute	laura@cpiaustin.org
Laura Wolf	CASA of Travis County	Laura.wolf@casatravis.org
Laurie Najjar	Austin Police Department	Laurie.Najjar@ci.austin.tx.us

Lelia Hackett	Bridge to Success	lhackett@bridgetosuccess.org
Lila Oshatz	Adult Probation	Lila.Oshatz@co.travis.tx.us
Lillie Cogswell	Travis County Criminal Courts	lillie.cogswell@co.travis.tx.us
Lisa Thompson	Texas Rio Grande Legal Aid, Inc.	lthompson@trla.org
Lourdes Flores	Texas Rural Legal Aid	Lflores@trla.org
Malisa Digiacocono	Safeplace	mdigiacocono@safeplace.org
Marisa Churchin	Travis County Health and Human Services	Marisa.Churchin@co.travis.tx.us
Mark Spacht	Travis County Counseling & Education Services	Mark.Spacht@co.travis.tx.us
Mary Dodd	Community Action Network (CAN)	mary.dodd@austinisd.org
Melissa Atwood	Austin Police Department – Victim Services	melissa.atwood@ci.austin.tx.us
Michael Torrez	Center for Child Protection	mtorrez@centerforchildprotection.org
Michelle Wilkinson	Easter Seals Central Texas	mwilkinson@eastersealstx.com
Paula Beaird	Austin Community Steelband	pan@austincommunitysteelband.org
Peter Daniels	A New Entry, Inc.	Peter.daniels@anewentry
Roger Jefferies	Travis County Justice & Public Safety Division	Roger.Jefferies@co.travis.tx.us
Rosanna Garry	Austin Children's Shelter	Rosanna@AustinChildrenShelter.org
Ruby A. Cortez	Be Free Ministries	
Ruthanne Shockley	Travis County Juvenile Public Defender	Ruthanne.shockley@co.travis.tx.us
Sandra A. Martin	Center for Child Protection	smartin@centerforchildprotection.org
Sandra Alardin	Goodwill Industries, Inc.	Sandra.Alardin@austingoodwill.org
Sandra Castillo	Goodwill Industries, Inc.	Sandra.Castillo@austingoodwill.org
Shelby Morino	Foundation for the Homeless	smorino@foundationhomeless.org
Sibyl McDade	Texas Department of Child Protection Services	Sibylmcdade@dps.tx.us

Thomas Cruz, Jr.	Office of the Attorney General, Incarcerated Parents Program	Thomas.cruz@es.oag.state.tx.us
Toni Moreno	American Youthworks	tmoreno@americanyouthworks.org
Tonia Gooden	Austin Academy	tonia@austinacademy.org
Tracie Canales	Any Baby Can	TraciC@abcans.org
Vanessa Sarria	Community Action Network (CAN)	vsarria@austinisd.org
Vennie Davis	Travis County Criminal Justice Planning	Vennie.Davis@co.travis.tx.us

Brief Description and History of Travis County

Travis County is located in Texas and is one of the oldest counties in the state. Established in 1840, it was named for William Barrett Travis, a hero of the Alamo and the Texas Revolution. Carved out of Bastrop County during the years Texas was a republic (1836 – 1845), Travis County initially encompassed over 40,000 square miles. Bastrop was one of the original counties created in 1836 after Texas gained its independence from Mexico. Subsequently, Travis County was subdivided as well creating the counties of Callahan (1858), Coleman (1858), Comal (1846), Gillespie (1848), Hays (1848), Burnet (1852), Brown (1856), Lampasas (1856), Eastland (1858), Runnels (1858), and Taylor (1858).

Travis County currently comprises 989 square miles on the eastern edge of the Edwards Plateau, and is divided by the Balcones Escarpment. It is 150 miles inland from the Gulf of Mexico, approximately 100 miles southwest of Waco, and approximately 75 miles northeast of San Antonio. The county's major arteries include Interstate Highway 35 and U.S. highways 183 and 290. It is also home to the City of Austin. Named for Stephen F. Austin, the Father of Texas, Austin is the largest city in the county and serves as both the state capital and the county seat. The geographical center of Travis County lies two miles northwest of downtown Austin at 30°18' north latitude and 97°45' west longitude.

In the 2000 census, the US Census Bureau reported 812,280 people, 320,766 households, and 183,798 families in the county with a population density of 821 people per square mile. A total of 335,881 housing units were counted at an average density of 340 per square mile. The county has experienced rapid growth. In 2007, the population estimate for Travis County by the U.S. Census Department was 974,365. The county has gained almost 400,000 residents since 1990.

The age distribution in Travis County for 2007 is characterized by a large working age population (18-64). Working age adults comprise about 68% of the county's population. In comparison, the 18-64 year old age group comprises 62% of the Texas and 63% of the U.S. population. The median age in Travis County is 32.3. This reflects a relatively younger population than that of Texas (33.2) and the United States as a whole (36.7). Travis County's under 18 population is growing at a faster rate than the population as a whole; this same trend does not appear in state and national statistics.¹

As of 2007, the racial makeup of the county was reported as 51.7% Non-Hispanic White (503,830); 32.5% Hispanic or Latino (316,643); 8.2% Non-Hispanic Black or African American (80,311); 0.6% Native American, 5.3% Non-Hispanic Asian (52,105); and 2.2% other Race/Two or More Races 21,476).²

¹ Travis County Snapshot from American Community Survey (ACS), 2007, pg 3

² IBID, ACS, 2007, pg 4

Travis County continues to have a highly educated population. In comparison to state and national figures, proportionately more Travis County residents have a college degree, and proportionately fewer lack a high school diploma as follows:³

- 42% of Travis County residents have Bachelor's degree or higher, compared with 25% of Texans and 27% of Americans.
- 16% of Travis County residents report having less than a high school diploma or equivalency compared with 21% of Texans and 16% of Americans.
- About 12% of Travis County's population is enrolled in college or graduate school. This compares with about 8% of the Texas population and 9% of the U.S. population.

In Travis County, 42% of the population identifies as currently married, spouse present. Some differences between the sexes are noted below:⁴

- Women were more likely than men to be separated, widowed or divorced.
- Men were more likely than women to have never been married or identify their marital status as married, spouse absent.

About half of Travis County residents (54%) were born in Texas. Roughly a quarter (27%) were born in another state (most commonly in the Southern or Midwestern regions of the U.S.). And about 18% of residents are foreign born.

In 2007, nearly one-third of the Travis County population (33% or 292,869) speaks a language other than English at home. In comparison, 20% of U.S. and 34% of Texans speak a language other than English at home. Overall, the number of Travis County residents speaking a language other than English at home has grown since 2000 (from 29% or 216,164 in 2000 to 33% or 292,869 in 2007).

³ IBID, ACS, 2007, pg 5

⁴ Travis County Snapshot from American Community Survey (ACS), 2007, pg 6

Identified Funding Priorities Matrix

General Victim Assistance - Direct Services (formerly Victims Of Crime Act (VOCA)) FUNDING

General Victim Assistance - Direct Services funding is distributed to states by the U.S. Department of Justice and is used to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include: 1) responding to the emotional and physical need of crime victims; 2) assisting victims in stabilizing their lives after a victimization; 3) assisting victims to understand and participate in the criminal justice system; and 4) providing victims with safety and security. The total amount of VOCA funding in 2008 for the 5-county Texas region was \$1,746,513 (Travis, Williamson, Bastrop, Hays, and Caldwell).

<u>PRIORITY #1</u>	PRIORITIES	SUBSTANTIATING DATA
	<p>Immediate Health and Safety. Projects should provide services that respond to the immediate emotional and physical needs of victims of crimes with overall goals of assessing and responding to the victim's medical needs and safety, transporting to a hospital or emergency shelter (Protective Order if deemed necessary), and providing crisis counseling and victim support.</p> <p>Health and Safety Service priorities are:</p> <ul style="list-style-type: none"> — Crime Victim Liaison are used to ensure victims are afforded adequate protection, notification and information; — On-scene crisis intervention; — 24-hour crisis hot-line; — Sensitive death notification; — Emergency medical and psychiatric response; — Information and assistance on recovery of property and document replacement; — Interpreter services; — Accommodations for special needs; — Assistance for emergency compensation claims; — Services to immigrants; — Crisis stabilization and short-term services. 	<ul style="list-style-type: none"> — Victims typically have three major and immediate needs after a crime has been committed: 1) the need to feel safe; 2) the need to express their emotions; 3) and the need to know "what comes next" after their victimization (U.S. Department of Justice, <i>First Response to Victims of Crime - A Guidebook for Law Enforcement Officers</i>, National Sheriff's Association, April 2008). — In 2006, the number of reported family violence incidents in Texas was 186,983. * pg 57 — In 2006, the number of reported victims of family violence in Texas was 200,722. * pg57 — In 2006, 96.7% of the incidents of family violence were assaults, 2.5% were forcible sex offenses, and 0.7% was comprised of homicides, kidnapping and robbery. * pg 59 — In 2006, the incident rate of sexual assault reported by Austin Police Department in 2006 was 44.9 per 100,000. The Travis County Sheriff's Office reported an incident rate of 22.8 per 100,000. * pg 67 — In 2006, Travis County had 11,086 alleged victims of child abuse/assault and 2,435 CPS confirmed victims of child abuse/assault. * pg74 — In 2006, CPS had 479 children removed from abusive homes in Travis County. * pg74

		<ul style="list-style-type: none"> — In 2006, Travis County had eight (8) confirmed fatalities as a direct result of child abuse/neglect. * pg75 — In 2006, a survey of social service providers within Travis County found that 90% of respondents experienced an increase in demand for services while the vast majority had the same or fewer staff (73%) and their budgets had decreased or remained the same (70%). (Travis County Health and Human Services and Veterans Services) — Domestic assaults result in some kind of injury requiring treatment of some kind in 57% of the cases. Forty-percent of the time it will result in serious injuries – internal injuries, broken bones, etc. *pg 59 — The U.S. medical community treats millions of intimate partner rapes and physical assaults annually. Of the estimated 4.8 million intimate partner rapes and physical assaults perpetrated against women annually, approximately 2 million will result in an injury to the victim, and 552,192 will result in some type of medical treatment to the victim. Of the estimated 2.9 million intimate partner physical assaults perpetrated against men annually, 58,391 will result in an injury to the victim, and 124,999 will result in some type of medical treatment to the victim. <i>Extent, Nature and Consequences of Intimate Partner Violence. Findings from the National Violence Against Women Survey</i> U.S. Department of Justice, July 2000, (NCJ 181867). — The total number of Texas family violence incidents in 2007 was 189,401. This represented a 1.3% increase when compared to 2006. These incidents involved 201,456 victims, up 0.4% from 2006 figures (Texas Department of Public Safety, <i>Crime in Texas 2007</i>, Crime Records Service, Crime Information Bureau, UCR).
<p><u>PRIORITY #2</u></p>	<p>Mental Health Assistance. These services include aid that assists the primary and secondary victims of</p>	<ul style="list-style-type: none"> — According to a Fact Sheet (Revised 9/15/2003) from the Texas Partners in Crime Initiative (Mental Health Association in Texas), half of all Americans will experience

	<p>crime.</p> <p>Victimization can obliterate the most fundamental assumptions that people rely upon in order to function each day of their lives that they are immune from harm; that events in this world are predictable and just; and that they are worthwhile, decent individuals. Failure to intervene with crime victims rapidly and appropriately can compound emotional and physical distress resulting from assaultive violence. It is essential that we as a community continue to look at the following areas of need:</p> <ul style="list-style-type: none"> — Develop immediate and long-term psychological treatment programs for crime victims and their families. — Work with victim services to ensure that crime victims have access to competent psychological treatment. — Continue to study crime-related psychological trauma. — Establish training programs for practitioners who work with crime victims. 	<ul style="list-style-type: none"> — a mental disorder at some point in their lives. — According to the November 2007 report <i>Ranking America's Mental Health: An Analysis of Depression Across the States</i> (prepared by Thomas Healthcare, Washington, D.C.), Texas ranks 45th in State Mental Health Authority Expenditures Per Capita at \$36.70 and 50th in the Number of Specialty Mental Health Organizations providing 24-hour treatment at 0.52801 per 100,000 population. — Victims of domestic violence have higher rates of major depression, Post Traumatic Stress Disorder (PTSD), and drug and alcohol problems than non-victims (Schechter, "Expanding Solutions for Domestic Violence and Poverty," National Resource Center on Domestic Violence, 2000). — According to a recent study of intimate partner violence, victims often develop psychiatric disorders – 68.2% suffered from major depressive disorders and 50% suffered from post traumatic stress disorder or PTSD (<i>Journal of Affective Disorders</i>, Volume 66, Issue 2 - 3, Pages 133 – 138, M. Stein). — Victims of crime are at increased risk of suffering from physical and mental health problems in the days, months and years following their trauma. Crime victims show much higher incidences of PTSD than people who had not been victimized by crime (Kilpatrick, Dean and R. Aciermo, "Mental Health Needs of Crime Victims: Epidemiology and Outcomes", <i>Journal of Traumatic Stress</i>, 2003; 1612). — 25% Crime victims experienced lifetime PTSD (Ibid.). — The National Institute of Health Co-Morbidity Study found that 12.2% of men and 26.5% of women who were molested developed PTSD (Ibid.). — 32% of female rape victims and 38% of female physical assault victims experience lifetime PTSD (Ibid.). <p>The following studies have found the following mental health</p>
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problems as a result of criminal victimization:

- Thoughts of suicide (Kilpatrick et al. 1992; Saunders et al. 1992; Kilpatrick et al. 1985);
- Attempting suicide (Kilpatrick et al. 1985; Kilpatrick et al. 1992; Saunders et al. 1992);
- Developing alcohol or other drug abuse problems (Burnam et al. 1988; Cottler et al. 1992; George and Winfield-Laird 1986; Kilpatrick et al. 1994; Sorenson et al. 1987);
- Anxiety disorders such as panic disorder (Burnam et al. 1988; Saunders et al. 1992), agoraphobia (Burnam et al. 1988; Saunders et al. 1992), and obsessive compulsive disorder (Burnam et al. 1988; Saunders et al. 1992).
- For most of 2007, Austin/Travis County had a total of 145 psychiatric beds available for an estimated population of 921,000 people. According to the National Institute of Mental Health and Surgeon General's Report on Mental Health, approximately 6%, or more than 55,000 individuals in our community suffer from severe mental illness that would likely require hospitalization at some point in time. Furthermore, psychiatric hospital beds must be shared between individuals with severe mental illness and those with less serious illness who are having acute crises. While there are no clear benchmarks, 145 available beds is clearly inadequate for this size population. (Austin, Texas Mayor's Mental Health Task Force Monitoring Committee, *Third Annual Report, 2008*).
- The state and local Mental Health Mental Retardation (MHMR) system serves persons diagnosed with schizophrenia, bipolar disorder and major depression, which makes many crime victims ineligible for available counseling resources.

<p><u>PRIORITY #3</u></p>	<p>Assistance with Participating in Criminal Justice Proceedings. Projects should assist victims with participating in the criminal justice system.</p> <p>Services are critical for victims to fully understand and participate in the investigation and prosecution of a crime. The way a victim is treated by dispatchers, responding emergency staff and investigating detectives shapes the victim's expectations of how he/she will be treated throughout the justice process. We as a community will continue to create and maintain programs that:</p> <ul style="list-style-type: none"> — Treat victims as human beings, not as evidence. — Provide victims with information about case status and prepare them for what will happen at trial. — Pay close attention to any psychological trauma the victim may be experiencing. — Arrange for someone to be present at the trial for whom the victim can count for emotional support. — Inquire about any specific fears or concerns the victims may have about the trial and testimony. — Inform and consult with victims about potential plea-bargain or diversion dispositions. — Give victims an opportunity for input into proceedings when possible, including the opportunity to make a victim impact statement. — Refer victims who need help with stress management to mental health professionals specifically trained to provide it. — Receive training for the detection of possible warning signs of substance abuse and, when indicated, make appropriate referrals to mental 	<ul style="list-style-type: none"> — The law enforcement system often depends on the voluntary participation of crime victims in order to investigate and prosecute criminals successfully. See <i>R. Elias, The Politics of Victimization 134 (1986)</i> (estimating that approximately 95% of all reported crimes involving specific victims are discovered from citizen complaints, usually from the victims themselves). — The willingness of victims to come forward is vital to the successful prosecution of criminals. Without this assistance in reporting crime, more crime effectively will go unpunished, as the criminal justice system is "absolutely dependent" on victim cooperation. <i>Karen L. Kennard, The Victim's Veto: A Way to Increase Victim Impact on Criminal Case Dispositions, 77 Cal. L. Rev. 417, 425 n.42 (1989)</i> (quoting <i>President's Task Force on Victims of Crime, Final Report V (Dec. 1982)</i>). — The Supreme Court has stated that victim concerns must be considered in the criminal justice process (<i>Morris v. Slappy, 461 U.S. 1,14-15 (1983)</i>).
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	<p>health professionals who specialize in the assessment and treatment of substance abuse.</p>	
<p><u>PRIORITY #4</u></p>	<p>Special Services. Projects include services to assist crime victims with managing practical problems created by victimization (i.e. intervening with service providers, creditors, or employers).</p>	<ul style="list-style-type: none"> — Victims of domestic abuse often return to their abusers because they cannot find long-term housing (Correja, A., Housing and Battered Women. NRCDC. November 2001). — Transitional housing resources and services provide an essential continuum of care between emergency shelter and independent living (US Conference of Mayors, “<u>A Status Report on Hunger and Homelessness in America’s Cities,</u>” December 2003). — Eight (8) million work days are lost by domestic victims each year, equivalent to 32,000 full time jobs. <i>National Violence Against Women Survey, 2000</i> VIA Center for Disease Control and Reduction.
<p><u>PRIORITY #5</u></p>	<p>Personal Costs. Services will include primarily financial aid to assist the primary and secondary victims of crime.</p>	<ul style="list-style-type: none"> — In 2006, 29,391 households in Travis County had an income of less than \$10,000 per year. * pg 12 — In 2006, over 38,073 households in Travis County had an income of less than \$25,000. * pg 12 — In 2006, the percentage of families residing in Travis County who lived below the poverty level was 10.4%.* pg13 — In 2006, the percentage of families with a female head of household (no husband present) living below the poverty level was 26.0%. * pg 13 — Victims of domestic violence may choose to stay with a violent partner because of financial dependence. Batterers may have forbidden their partners from getting a job or may have kept secret the location and balance of bank accounts. * pg 61

Law Enforcement, Prosecution, Court, and Training Programs Targeting Victims of Domestic Violence, Sexual Assault, and Stalking (formerly Violence Against Women Act (VAWA)) FUNDING

“Law Enforcement, Prosecution, Court, and Training Programs Targeting Victims of Domestic Violence, Sexual Assault, and Stalking” funding is distributed to states by the U.S. Department of Justice to assist in developing and strengthening effective law enforcement and prosecution strategies to combat violent crimes against women and develop and strengthen victim services in such cases. The total amount of VAWA funding in 2008 for the 5-county region in Texas was \$360,117 (Travis, Williamson, Bastrop, Hays, and Caldwell).

<u>PRIORITY #1</u>	PRIORITIES	SUBSTANTIATING DATA
<p>Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families.</p> <p>Services may include:</p> <ul style="list-style-type: none"> — Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; — Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of domestic violence or sexual assault; — Providing assistance to victims of domestic violence and sexual assault in immigration matters. 	<ul style="list-style-type: none"> — Nearly 25% of American women report being sexually and/or physically assaulted by a current or former spouse, cohabiting partner, or date at some time in their lifetime, according to the National Violence Against Women Survey (Tjaden, P., Thoennes, N. National Institute of Justice, NCJ 1283781, November, 2000). — Thirty percent of Americans say they know a woman who has been physically abused by her husband or boyfriend in the past year (Lieberman Research Inc., Tracking Survey conducted for The Advertising Council and the Family Violence Prevention Fund, July - October 1996) — In 2001, more than half a million American women (588,490 women) were victims of nonfatal violence committed by an intimate partner (Bureau of Justice Statistics Crime Data Brief, <i>Intimate Partner Violence, 1993-2001</i>, February 2003). — Twenty-two percent of the aggravated assaults in Austin between Jan-June 2004 were related to family violence (City Council Briefing by APD August 5th, 2004). — One in five high school girls report having been physically or sexually assaulted by a dating partner (Journal of the American Medical Association, 2001). — In 2006, Travis County had 7,856 reported incidents of family violence (243 more than 2005). * pg 60 — One in five (21 percent) women reported she had been raped or physically or sexually assaulted in her lifetime (The Commonwealth Fund, <i>Health Concerns Across a</i> 	

		<p><i>Woman's Lifespan: 1998 Survey of Women's Health, May 1999).</i></p> <p>— In 2006, Travis County had an elderly population of 23,964 over the age of 65 with a disability. * pg 78</p>
<p><u>PRIORITY #2</u></p> <p>Supporting the placement of special victim assistance in local law enforcement agencies to serve as liaison between victims of domestic violence, dating violence, sexual assault, and stalking.</p>		<p>— Due to high caseloads, APD Victim Services Counselors frequently make contact with only approximately 50% - 55% of the victims. For example, in 2005, APD reported 1,182 robberies and Victim Services served 628 (53%) robbery victims. In addition, APD reported 6,867 family violence cases and Victim Services served 3,486 (51%) victims. (Victim Services Survey-Austin Police Department).</p> <p>— Per the Travis County Sheriff's Victim Services Department, (December, 2008) the Department currently operates with five counselors and one supervisor. Victim Services originally had three additional FTE's who were not replaced due to the reductions in the funding of two victim services grants in 2004. TCSO Victims Services have operated without these 3 critically needed counseling staff since 2004.</p> <p>— TCSO Victims Services provided services to 3,063 victims and witnesses of violent crime in 2007. This number represents only initial contact, not repeated client follow-ups, court accompaniment, referrals or phone contact.</p> <p>— TCSO Victims Services counseled 55 Critical Incident Stress Debriefings in 2007. These services were provided to TCSO staff and other emergency responder agencies. They also performed 463 call outs in response to a crime or other incident.</p> <p>— Per the Austin Police Department Victim Services Department, their 2008 clinical staffing is currently at three (3) supervisors and twenty-six counselors. 13,452 individual victims cases were assigned in FY08. The total number of victims who received services in FY08 was 12,023. In FY2008, APD had a significant VOCA funding loss of \$302,244. APD Victim Services needs an additional four (4)</p>

<p><u>PRIORITY #3</u></p>	<p>Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying and responding to violent crimes against women, including the crimes of sexual assault and domestic violence.</p>	<p>counselors to adequately meet the demand for services.</p> <ul style="list-style-type: none"> — Positive interactions between victim services, victims, law enforcement, prosecution, and the courts increased the likelihood of positive outcomes for victims of domestic violence, dating violence, sexual assault and stalking (Zweig, Janine M., Martha R. Burt, Ashley Van Ness, "The Effects on Victims of Victim Service Programs Funded by the STOP Formula Grants Program", February 1, 2003). — Programs that encourage collaboration between agencies to include forming domestic violence units, increased domestic violence arrests from 35% - 52% (Grover, Angela R. John M. MacDonald, Geoffrey P. Alpert, Irick A. Geary Jr., "Lexington County Domestic Violence Court: A Partnership and Evaluation", February 2004). — Reducing domestic violence, dating violence, sexual assault and stalking "hinges on providing clear and immediate consequences for those who batter." (Promising Practices From the Judicial Oversight in Demonstration Initiative, 2004) — Specialized training and resources help judges "ensure that their own staff treats victims fairly and compassionately to help victims regain control over their lives, and to hold violators accountable." (National Task Force to End Sexual and Domestic Violence Against Women paper on NAWA, 2005). — Collaboration between the courts, attorneys, law enforcement and victim services providers improves court responses to domestic violence." (National Task Force to End Sexual and Domestic Violence Against Women paper on NAWA, 2005). — In 2005, Political Asylum Project of Austin (PAPA) experienced a \$26,000 reduction in VAWA funding. As a result, 20% fewer law enforcement officials were educated on the legal protections afforded to immigrant victims of family violence (Victim Services Survey – PAPA).
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		<p>— Survey estimates within the U.S. show that 1,131,999 victims of intimate partner rape, physical assault, and stalking obtain protective or restraining orders against their attackers annually. Approximately 60 percent (646,809) of these orders are violated (<i>Extent, Nature and Consequences of Intimate Partner Violence, Findings from the National Violence Against Women Survey</i>, U.S. Department of Justice, NCJ 181867, July 2000).</p>
<p><u>PRIORITY #4</u></p>	<p>Promote collaboration and coordination among local service systems that involve multiple disciplines and support a seamless delivery of a continuum of care of services which focus on each individual's return to full physical, mental, and emotional health.</p>	<p>— The health-related costs of rape, physical assault, stalking and homicide within our nation exceed \$5.8 billion each year. Of that amount, nearly \$4.1 billion are for direct medical and mental health care services, and nearly \$1.8 billion are for the indirect costs of lost productivity or wages (Centers for Disease Control and Prevention, <i>Costs of Intimate Partner Violence Against Women in the United States</i>, April 2003).</p> <p>— An estimated half of all female victims of intimate violence report an injury of some type, and about 20% of them seek medical assistance (<i>National Crime Victimization Survey, 1992-96; Study of Injured Victims of Violence, 1994</i>).</p>

Juvenile Justice and Delinquency Prevention Act (JJDP) Funding

The JJDP Act Program administered by the U.S. Department of Justice provides funding to states to improve the juvenile justice system and develop effective education, training, research, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency. The total amount of JJDP funding in the 5-county region for 2008 was \$268,252 (Travis, Williamson, Bastrop, Hays, and Caldwell).

	PRIORITIES	SUBSTANTIATING DATA
<u>PRIORITY #1</u>	<p>Aftercare/Reentry. Projects, programs, or services designed to assist in the reintegration of youth transitioning out of the Texas Youth Commission residential programs, while also providing a continuum of care within the community; and, projects, programs, or services designed to assist at-risk youth who are under court directed community supervision.</p>	<p>The Texas Youth Commission (TYC) recognizes the importance of continuity of care in the community to help juveniles successfully reintegrate back into their communities during post-release. To improve the number of youth that complete specialized treatment, TYC is working to implement a comprehensive approach that relies on regular reassessment and the importance of continuity of care in the community which is linked to a reduction in the likelihood of re-offending.</p> <p>In a significant move to facilitate the continuum of care from the institution to the community, TYC has established the position of Institutional Parole Officer (IPO). These positions are located in TYC institutions and provide support and liaison services for youth prior to reentry into the community. They will be responsible for improving communication among case workers in the institutions and those in the field and supporting the establishment of linkages to services while youth transition out of TYC's residential programs. As also mandated by Senate Bill 103, youth are being placed in facilities closer to their homes and families, which will allow parole officers to be more actively involved with the youth and family while the youth is still in the facility. (TYC Internet Webpage, 2008)</p> <p>Following is the 2007 profile for youth offenders in Texas:</p> <ul style="list-style-type: none"> — 10% were girls. — 44% were Hispanic. — 35% were African American. — 20% were Anglo. — 40% admitted at intake that they were gang members. <p>Median age at commitment was 16. * pg 51</p>

		<p>The following statistics are from the Texas Juvenile Probation Commission:</p> <ul style="list-style-type: none"> — The average age of the juveniles referred to the Texas juvenile justice system was 14 ½ years of age. However, 16 year-old youth were referred more frequently than any other group. * pg 49 — Male offenders accounted for 72% of all referrals in 2005. The proportion of female offenders has gradually increased over time, from 24% in 1992 to 28% in 2005. The offenses committed by females tend to be less severe than offenses committed by males. * pg 49 — In 2005, females committed 25% of all delinquent offenses and 44% of all CINS (Conduct Indicating a Need for Supervision) offenses. * pg 49 — In Travis County, total juvenile referrals were 4,234 in 2003 and 4,648 in 2005. The referral rate per 1000 juveniles was 56.95 in 2003 and 60.57 in 2005. * pg 50
<p><u>PRIORITY #2</u></p>	<p>Mentoring Programs. Projects, programs, or services designed to provide mentoring for at-risk youth while in school, under the supervision of the juvenile probation and/or during the transitioning out of the Texas Youth Commission residential programs.</p>	<p>According to the US Census Bureau, 2006 American Community Survey, in Travis County households -</p> <ul style="list-style-type: none"> — 7,094 were male householder, no wife present, own children under 18 years of age; — 25,948 were female householder, no husband present, own children under 18 years of age; — 6,695 were grandparents responsible for their grandchildren under 18 years of age. <p>According to Texas Youth Commission, 79% of youth offenders in Texas had parents who never married or who divorced or separated. Also,</p> <ul style="list-style-type: none"> — 37% had documented history of being abused or neglected; — 72% came from chaotic environments; — 51% had families with histories of criminal behavior; — 12% had families with mental impairments. <p>* pg 51</p>

<p><u>PRIORITY #3</u></p>	<p>Mental Health Services. Projects, programs, or services designed to provide mental health services to at-risk youth.</p>	<p>According to the Texas Youth Commission:</p> <ul style="list-style-type: none"> — 38% of the juveniles entering their facility arrive with serious mental health problems: — 36% were chemically dependent. — 12% had family members with mental impairments. — 83% had IQs below the mean score of 100. — 37% had a documented history of being abused or neglected. <p>* pg 51</p>
<p><u>PRIORITY #4</u></p>	<p>School Programs. Projects, programs, or services designed to provide in-school and/or after-school programming for at-risk youth.</p>	<p>According to the Texas Youth Commission, youth offenders in Texas have the following educational profile:</p> <ul style="list-style-type: none"> — Median reading achievement level was 5th grade (five years behind their peers). — Median math achievement level was 5th grade (five years behind their peers). — Thirty-nine percent (39%) were identified as eligible for special education services. — Seven (7%) of the TYC arrivals were English language learners. — Eighty-three percent (83%) had IQs below the mean score of 100. <p>* pg 51</p> <p>Based on longitudinal studies for grades 9-12 in Travis County Public Schools:</p> <ul style="list-style-type: none"> — The graduation rate for all students is down (80.8 % in 2003 to 76.2 % in 2005). — The drop-out rate for all students has increased (4.5 % in 2003 to 10.3 % in 2005). <p>* pg 52</p> <p>Based on longitudinal studies for grades 7-8 and 7-12 in Travis County Public Schools -</p> <ul style="list-style-type: none"> — The 2005 drop-out rate for 7-8 graders was 0.4. This is an

		<p>increase from 2003, which had a drop-out rate of 0.1.</p> <ul style="list-style-type: none"> — The 2005 drop-out rate for 7-12 graders was 3.0. This is an increase from 2003, which had a drop-out rate of 0.9. <p>* pg 53</p>
<p><u>PRIORITY #5</u></p>	<p>Delinquency Prevention. Programs or other initiatives designed to provide prevention, intervention and treatment services for at-risk youth. As well as projects serving delinquent or at-risk youth that address training. Programs or other initiatives designed to offer specialized training for staff working directly with at-risk youth or juvenile offenders that can positively impact the quality of the services, staff turnover rates and program stability.</p>	<p>According to the Council on At-risk Youth, the volume of school-age youth being charged with index crimes against persons is staggering when tallying 10 year totals with 111 arrests for murder and manslaughter, 1,225 for robberies, 2,016 for aggravated assault, and an astounding 15,344 arrests for simple assaults.</p> <p>The trends in arrest rates for index crimes against persons, for Travis County school-age youth, show increase in four of the five index crimes (the arrests for rape decreased dramatically) during a five year period from 2002 to 2006. Murder and Manslaughter rates show a 22% increase. Robbery shows a 23% increase, Aggravated Assault shows a 39% increase, and simple Assault arrest rates show a 28% increase (<i>Council on At-Risk Youth (CARY) Report, "Arrests for School Age (10-20) Youth for Index Crimes Against Persons in Travis County, Texas – 1997 Through 2006</i>).</p> <p>According to the Texas Youth Commission Statistics, in 2005 Travis County had:</p> <ul style="list-style-type: none"> — 17 violent deaths for youth between the ages of 15-19. — 235 juvenile violent crime arrests for youth between the ages of 10-17. <p>* pg 51</p> <p>The following statistics are from the Texas Juvenile Probation Commission:</p> <ul style="list-style-type: none"> — The average age of the juveniles referred to the Texas juvenile justice system was 14 ½ years of age. However, 16 year-old youth were referred more frequently than any other group. * pg 49 — Male offenders accounted for 72% of all referrals in 2005.

		<p>The proportion of female offenders has gradually increased over time, from 24% in 1992 to 28% in 2005. The offenses committed by females tend to be less severe than offenses committed by males. * pg 49</p> <p>— In 2005, females committed 25% of all delinquent offenses and 44% of all CINS (Conduct Indicating a Need for Supervision) offenses. * pg 49</p> <p>— In Travis County, total juvenile referrals were 4,234 in 2003 and 4,648 in 2005. The referral rate per 1000 juveniles was 56.95 in 2003 and 60.57 in 2005. * pg 50</p>
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State Criminal Justice Planning (Fund 421)

The Fund 421 Program administered by the State of Texas provides funding for initiatives targeting crime reduction and the improvement of the criminal justice or juvenile justice system. The total amount of Fund 421 funding in the 5-county region for 2008 was \$521,500 (Travis, Williamson, Bastrop, Hays, and Caldwell).

<p><u>PRIORITY #1</u></p>	<p>PRIORITIES Family Stability. Programs or other initiatives designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent and chronic delinquency.</p>	<p>SUBSTANTIATING DATA According to the US Census Bureau, 2006 American Community Survey, in Travis County households: — 7,094 were male householder, no wife present, own children under 18 years of age; — 25,948 were female householder, no husband present, own children under 18 years of age; — 6,695 were grandparents responsible for their grandchildren under 18 years of age. According to Texas Youth Commission, 79% of youth offenders in Texas had parents who never married or who divorced or separated. Also, — 37% had documented history of being abused or neglected; — 72% came from chaotic environments; — 51% had families with histories of criminal behavior; — 12% had families with mental impairments. * pg 51 In 2004, there were 1,542 teen pregnancies (10-19 year olds) in Travis County according to the Texas Department of State Health Services. * pg 54</p>
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<p><u>PRIORITY #2</u></p>	<p>Projects focused on reducing crime and/or improving the criminal or juvenile justice system (law enforcement training, special investigation strategies, etc.).</p>	<p>According to the UCR 2007 Index Crime Statistics for Travis County, there were:</p> <ul style="list-style-type: none"> — 35 murders at a crime rate of 4 per 100,000. — 372 rapes at a crime rate of 38 per 100,000. — 1,520 robberies at a crime rate of 156 per 100,000. — 2,324 assaults at a crime rate of 239 per 100,000. — 9,455 burglaries at a crime rate of 970 per 100,000. <ul style="list-style-type: none"> — In 2006, Travis County reported 4,065 violent crimes and 47,673 property crimes. * pg 36 — According to the Center for Public Policy Priorities and Annie E. Casey Foundation, Travis County had 235 juvenile violent crime arrests (10-17) in 2005. * pg 51 — In 2007, Travis County committed 58 youth offenders to the Texas Youth Commission. Also, 49% of youth offenders in TYC have been in juvenile court on two or more felony-level-offenses before being committed to TYC. * pg 51
<p><u>PRIORITY #3</u></p>	<p>Education. Programs or other initiatives designed to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.</p>	<p>According to the US Census Bureau, 2006 American Community Survey, Travis County School Enrollment is:</p> <ul style="list-style-type: none"> — 11,309 Kindergarten; — 98,392 Elementary school (grades 1-8); — 45,126 High school (grades 9-12). <p>That same survey provides the following information on educational attainment (2006):</p> <ul style="list-style-type: none"> — 45,853 less than 9th grade; — 39,165 9th to 12th grade, no diploma; — 116,174 high school graduate (includes equivalency). <p>Texas Youth Commission reports that in both math and reading, Texas youth offenders median achievement levels are at 5th grade level (five years behind their peers in both subject</p>

		<p>areas). * pg 51</p> <p>Texas Education Agency reports in 2005, 807 students dropped out of Travis County public schools (grades 9-12) – 10.3% of all students in those grades. * pg 52</p> <p>According to Texas Youth Commission, 40% of youth offenders admitted at intake that they are gang members.</p> <p>The Center for Public Policy Priorities and Annie E. Casey Foundation report that Travis County had:</p> <ul style="list-style-type: none"> — 235 juvenile violent crime arrests (10-17), and — 17 teen violent deaths in 2005, 779% higher than the murder rate of 3.4 per 100,000 population. <p>* pg 51</p>
<p><u>PRIORITY #4</u></p>	<p>Gang Prevention. Programs or other initiatives designed to address issues related to juvenile gang activity, including prevention and intervention efforts directed at reducing gang-related activities.</p>	<p>According to the Council on At-risk Youth, the volume of school-age youth being charged with index crimes against persons is staggering when tallying 10 year totals with 111 arrests for murder and manslaughter, 1,225 for robberies, 2,016 for aggravated assault, and an astounding 15,344 arrests for simple assaults.</p> <p>The trends in arrest rates for index crimes against persons, for Travis County school-age youth, show increase in four of the five index crimes (the arrests for rape decreased dramatically) during a five year period from 2002 to 2006. Murder and Manslaughter rates show a 22% increase. Robbery shows a 23% increase. Aggravated Assault shows a 39% increase, and simple Assault arrest rates show a 28% increase (<i>Council on At-Risk Youth (CARY) Report, "Arrests for School Age (10-20) Youth for Index Crimes Against Persons in Travis County, Texas – 1997 Through 2006</i>).</p> <ul style="list-style-type: none"> — The average age of the juveniles referred to the Texas juvenile justice system was 14 ½ years of age. However, 16 year-old youth were referred more frequently than any other group. * pg 49
<p><u>PRIORITY #5</u></p>	<p>Justice System Impact. Programs or other initiatives designed to impact offender accountability and/or improve the practices, policies, or procedures within the juvenile justice system.</p>	<p>According to the Council on At-risk Youth, the volume of school-age youth being charged with index crimes against persons is staggering when tallying 10 year totals with 111 arrests for murder and manslaughter, 1,225 for robberies, 2,016 for aggravated assault, and an astounding 15,344 arrests for simple assaults.</p> <p>The trends in arrest rates for index crimes against persons, for Travis County school-age youth, show increase in four of the five index crimes (the arrests for rape decreased dramatically) during a five year period from 2002 to 2006. Murder and Manslaughter rates show a 22% increase. Robbery shows a 23% increase. Aggravated Assault shows a 39% increase, and simple Assault arrest rates show a 28% increase (<i>Council on At-Risk Youth (CARY) Report, "Arrests for School Age (10-20) Youth for Index Crimes Against Persons in Travis County, Texas – 1997 Through 2006</i>).</p> <ul style="list-style-type: none"> — The average age of the juveniles referred to the Texas juvenile justice system was 14 ½ years of age. However, 16 year-old youth were referred more frequently than any other group. * pg 49

		<ul style="list-style-type: none">— Male offenders accounted for 72% of all referrals in 2005. The proportion of female offenders has gradually increased over time, from 24% in 1992 to 28% in 2005. The offenses committed by females tend to be less severe than offenses committed by males. * pg 49— In 2005, females committed 25% of all delinquent offenses and 44% of all CINS (Conduct Indicating a Need for Supervision) offenses. * pg 49— In Travis County, total juvenile referrals were 4,234 in 2003 and 4,648 in 2005. The referral rate per 1000 juveniles was 56.95 in 2003 and 60.57 in 2005. * pg 50
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Safe and Drug-Free Schools and Communities (SDFSC) Funding

The U.S. Department of Justice administers the SDFSC Act Program and provides monies to states to support programs that prevent violence in and around schools; prevent the illegal use of alcohol, tobacco, and drugs; involve parents and communities; and are coordinated with related federal, state, school, and community efforts and resources to foster a safe and drug-free learning environment that supports student's academic achievement. The total amount of SDFSC funding in the 5-county region for 2008 was \$307,007 (Travis, Williamson, Bastrop, Hays, and Caldwell).

	PRIORITIES	SUBSTANTIATING DATA
<u>PRIORITY #1</u>	<p>Family Stability. Programs or other initiatives designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent and chronic delinquency.</p>	<p>According to the US Census Bureau, 2006 American Community Survey, in Travis County households:</p> <ul style="list-style-type: none"> — 7,094 are male householder, no wife present, have children under 18 years of age; — 25,948 are female householder, no husband present, have children under 18 years of age; — 6,695 are grandparents responsible for their grandchildren under 18 years of age. <p>According to Texas Youth Commission, 79% of youth offenders in Texas had parents who never married or who divorced or separated:</p> <ul style="list-style-type: none"> — 37% had documented history of being abused or neglected; — 72% came from chaotic environments; — 51% had families with histories of criminal behavior; — 12% had families with mental impairments. <p>* pg 51</p> <p>In 2004 there were 1,542 teen pregnancies (10-19 year olds) in Travis County according to the Texas Department of State Health Services. * pg 54</p>
<u>PRIORITY #2</u>	<p>Education. Programs or other initiatives designed to prevent truancy, suspension, and expulsion from school.</p>	<p>According to the US Census Bureau, 2006 American Community Survey, Travis County School Enrollment was:</p> <ul style="list-style-type: none"> — 11,309 Kindergarten — 98,392 Elementary school (grades 1-8)

		<p>— 45,126 High school (grades 9-12)</p> <p>The same survey provides the following information on educational attainment (2006):</p> <ul style="list-style-type: none"> — 45,853 less than 9th grade, — 39,165 9th to 12th grade, no diploma, — 116,174 high school graduate (includes equivalency) <p>Texas Youth Commission reports that in both math and reading, Texas youth offenders median achievement levels are at 5th grade level (five years behind their peers in both subject areas). * pg 51</p> <p>Texas Education Agency reports in 2005, 807 students dropped out of Travis County public schools (grades 9-12) -- 10.3% of all students in those grades. * pg 52</p>
<p>PRIORITY #3</p>	<p>Justice System Impact. Programs or other initiatives designed to impact offender accountability and/or improve the practices, policies, or procedures within the juvenile justice system.</p>	<p>The volume of school-age youth being charged with index crimes against persons is staggering when tallying 10 year totals with 111 arrests for murder and manslaughter, 1,225 for robberies, 2,016 for aggravated assault, and an astounding 15,344 arrests for simple assaults.</p> <p>The trends in arrest rates for index crimes against persons, for Travis County school-age youth, show increase in four of the five index crimes (the arrests for rape decreased dramatically) during a five year period from 2002 to 2006. Murder and Manslaughter rates show a 22% increase. Robbery shows a 23% increase, Aggravated Assault shows a 39% increase, and simple Assault arrest rates show a 28% increase (<i>Council on At-Risk Youth (CARY) Report, "Arrests for School Age (10-20) Youth for Index Crimes Against Persons in Travis County, Texas – 1997 Through 2006</i>).</p> <p>— The average age of the juveniles referred to the Texas juvenile justice system was 14 ½ years of age. However, 16 year-old youth were referred more frequently than any other</p>

		<p>group. * pg 49</p> <ul style="list-style-type: none"> — Male offenders accounted for 72% of all referrals in 2005. The proportion of female offenders has gradually increased over time, from 24% in 1992 to 28% in 2005. The offenses committed by females tend to be less severe than offenses committed by males. * pg 49 — In 2005, females committed 25% of all delinquent offenses and 44% of all CINS (Conduct Indicating a Need for Supervision) offenses. * pg 49 <p>In Travis County, total juvenile referrals were 4,234 in 2003 and 4,648 in 2005. The referral rate per 1000 juveniles was 56.95 in 2003 and 60.57 in 2005. * pg 50</p>
<p><u>PRIORITY #4</u></p>	<p>Disproportionate Minority Contact. Programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come in contact with the juvenile justice system.</p>	<p>While Anglo youth made up 41% of the state's juvenile population, they accounted for only 30% of referrals to juvenile probation departments. Hispanic juveniles were the most populous group in the state (42%) and accounted for 45% of referrals to probation in 2005. African American youth constituted 13% of the population and 25% of referrals (Texas Juvenile Probation). * pg 49</p> <p>More minorities were housed at the Texas Youth Commission in 2007 than Anglos:</p> <ul style="list-style-type: none"> — 44% were Hispanic; — 35% were African-American; — 20% were Anglo. <p>* pg 51</p>
<p><u>PRIORITY #5</u></p>	<p>Gang Prevention. Programs or other initiatives designed to address issues related to juvenile gang activities.</p>	<p>According to Texas Youth Commission, 40% of youth offenders admitted at intake that they are gang members.</p> <p>The Center for Public Policy Priorities and Annie E. Casey Foundation report that Travis County had 235 juvenile violent crime arrests (10-17), and 17 teen violent deaths in 2005. The teen violent death rate was 779.4% higher than the murder rate of 3.4 per 100,000 population. * pg 51</p>

Community Plan Sign-in Sheets

Following this page are copies of the sign-in sheets for the Community Plan planning meetings held on October 20 and 22, 2008.

CAPCOG FY 2009 Travis County Community Planning Meeting – Victim Services
Monday, October 20, 2008
SIGN-IN SHEET - PLEASE PRINT LEGIBLY

Name	Agency	Telephone/Fax	Email Address
✓ Vennie Davis	Travis County - CTP	854-4787 / 854-4417	Vennie.Davis@co.travis.tx.us
✓ Traci Canales	Any Baby Can	439-3252 / 434-0205	TraciC@abcAus.org
✓ Caryl Colburn	TC Counseling + Ed. Services	854/4618 /	caryl.colburn@co.travis.tx.us
✓ Peter Daniels	A New Entry, Inc	470-3243	peter.daniels@newentry.org
✓ LAURA WOLF	CASA of Travis County	459-2272 / 459-4930	laura.wolf@casatexas.org
✓ Rosanna Garry	Austin Children's Shelter	258-1581 / local	Rosanna@AustinChildrensShelter.org
✓ Ruby A. Carter	Be Free Ministries	512-576-2249	RubyA@be-free.org
✓ Doug Gratten	A New Entry	(512) 803-3184	dgratten@yahoo.com
✓ Chris Timmerman	American Outwards (PAPA)	512-279-0879	chrisj@papais.org
✓ Jamie Watson	Trav Co HHS/Vs	512-854-3715	jammie.watson@co.travis.tx.us
✓ Erin Spalding	For the Love of Christi	512-467-2600	erin-ftlax@yahoo.com
✓ Karen Maxwell	TC SO	512-854-7508	Karen.Maxwell@co.travis.tx.us
✓ MICHAEL TOMER	CENTRAL CHILD PROTECTION	(512) 462-1104	ANTON@CENTRALCHILDPROTECTION.org

CAPCOG FY 2009 Travis County Community Planning Meeting – Victim Services

Monday, October 20, 2008

SIGN-IN SHEET - PLEASE PRINT LEGIBLY

Name	Agency	Telephone/Fax	Email Address
✓ Melissa Atwood	APP - Victim Sv	974-5227	melissa.atwood@traviscountytx.gov
✓ Corie Cormie	Life Works	735 2411/735 2152	corie.cormie@lifeworksweb.org
✓ Kirsha Havelah	Constable 5 Rep. Family Violence Task Force	854-910/854-4279	Kirsha.Havelah@co.travis.tx.us
✓ Jeeli Hardin	ATC Learning Center	512/331/2023	jeeli@atc.org
✓ Tonja Gooden	Austin Academy	326 2655	tonja@austriacademy.org
✓ Malisa Digiacomo	SafePlace	356-1641	mdigiacomo@safeplace.org
✓ Emily Cox	FFH	453-6570	emily@ffh.org
✓ Lisa Thompson	Travis RioGrande Legal Aid	374-2790	lthompson@trila.org
✓ Charly Neen	Travis County Sheriff's Office	854-5229	charly.neen@co.travis.tx.us
✓ Sandra A Martin	Center for Child Protection	472-1164	samartin@centerforchildprotection.org
✓ Cindy Finney	TC CSP	854 3277	

CAPCOG FY 2009 Travis County Community Planning Meeting – Victim Services
Monday, October 20, 2008
SIGN-IN SHEET - PLEASE PRINT LEGIBLY

Name	Agency	Telephone/Fax	Email Address
Kachina Clark	ARP Victim Services	974-8548	Kachina.Clark@ci.austin.tx.us
Connie Geerhart	TCSO VS	854-8492	connie.geerhart@co.travis.tx.us
Chantel Bottoms	CAN	60414-0327	chantel.bottoms@austinsd.org
Vanessa Sauter	CAN	470-7316	vsauter@austinsd.org
Michelle Wilkinson	Easterseals Central TX	512-440-7819	mwilkinson@eastersealsctx.com
Christie Williams	Travis Co. Adult Probation	512-854-3551	christie.williams@co.travis.tx.us
Brenda Hummel	ACCESS AISD	414 0304	bhummel@austinsd.org
Jorge Romo	Family ElderCare		JRomomun@familyeldercare.org
Roger Jeffemes	Travis County JPS		
Mark Spack	TCCES	854-6423	mark.spack@co.travis.tx.us
Angela Atwood	FEC	483 3589	

CAPCOG FY 2009 Travis County Community Planning Meeting – Criminal Justice/Juvenile Justice
Wednesday, October 22, 2008
SIGN-IN SHEET - PLEASE PRINT LEGIBLY

Name	Agency	Telephone/Fax	Email Address
1 Mary Dodd	CAW	414 0326	mary.dodd@austiniisd.org
2 Mark Spachit	CEs	854-6423	mark.spachit@co.tx.us
3 Adrian Moore	CARY	512-451-4592	adrian.moore@carrollcountytx.gov
4 Vennie Davis	TC - CJP	512-884-4787	Vennie.Davis@co.travis.tx.us
5 Karen Maxwell	TCsO	512-854-7508	Karen.maxwell@co.travis.tx.us
6 Lillie Cogswell	Criminal Courts	512 854-3658	Lillie.cogswell@co.travis.tx.us
7 Carole Colburn	Counseling & Ed. Services	512 854-4618	carole.colburn@co.travis.tx.us
8 Traci Marie Canales	Any Baby Can	512-439-3252	traci@abc.us.org
9 Sandra Castillo	Goodwill	512-480-0777	Sandra.Castillo@goodwill.org
10 Jeff Olbrich	TMPA	512 454 8900 / 8860	jeff@tmpa.org
11 Darla Gray	DA's Office	854-9400	darla.gray@co.travis.tx.us
12 Roger Jefferies	Travis County	854-4415	roger.jefferies@co.travis.tx.us
13 Doug Gratten	A New Entry	(512) 803-3184	dgratten@yahoo.com

CAPCOG FY 2009 Travis County Community Planning Meeting - Criminal Justice/Juvenile Justice
Wednesday, October 22, 2008
SIGN-IN SHEET - PLEASE PRINT LEGIBLY

Name	Agency	Telephone/Fax	Email Address
14 Christie Williams	Travis County Adult Probation	854-3551/854-4106	Christie.Williams@co.travis.tx.us
15 Mark Spangler	Austin Police	974-6842	mark.spangler@ci.austin.tx.us
16 Laurie Najjar	"	974-5702	LAURIE.NAJJAR@CI.AUSTIN.TX.US
17 Tori Moreno	American Youthworks	744-1934	tmoreno@americanyouthworks.org
18 KEMIE TASKIN	ALSD (ACCESS GRANT)	414-0206	ktaskin@austiniisd.org
19 Sibyl McDeede	CPS	834-3203	sibylmcdede@dps.tx.state
20 STEPHIE MURPHY	The Acc of the Capital Area	476-7044	SMURPHY@ACCOTHECAPITALAREA.ORG
21 Peter Daniels	The A New Entry	476-3243	peter.daniels@anewentry.org
22 Dots DuFours	Diocese of Austin	651-6108	dots-dufours@austindiocese.org
23 Laru Woody	TRAVIS Co. DA's office	854-9400	laru.woody@co.travis.tx.us
24 Teri Hawkins	ATC Coentry Band Lake	331-223	teri.jean.w@ymail.com
25 Laura Smith	Crime Prevention Institute	502-9704/502-0497	laura@cpiaustin.org
26 Cal Lem	Big Brothers Big Sisters	472-5437	611@BBBSCONTENTX.ORG

CAPCOG FY 2009 Travis County Community Planning Meeting - Criminal Justice/Juvenile Justice

Wednesday, October 22, 2008

SIGN-IN SHEET - PLEASE PRINT LEGIBLY

Name	Agency	Telephone/Fax	Email Address
27) George Coker	Texas Reach Out	512 470 2242	gcokerjr@yahoo.com
28) Dorell Caldwell	Health & Human Services	(512) 854-4580	dorell.caldwell@co.travis.tx.us
29) Sandra Alardin	Goodwill - Job Source	512-480-6772 ext 106	sandra.alardin@caustingoodwill.org
30) Thomas Cruz, Jr	Office of the Attorney General	(512) 460-6314	thomas.cruz@cs.agg.state.tx.us
31) Abraham Minjarez	ATCMHR	512-445-7783	abraham.minjarez@ATCMHR.com
32) Ruthanne Shackley	TCJPD	512 854 7110	ruthanne.shackley@co.travis.tx.us
33) Jessica Son	TC Underage Drinking Prev.	512 854 4229	gloria.souhami@co.travis.tx.us
34) Kyrin Fitzgerald	APD	512-974-5033	Kyrin.fitzgerald@co.travis.tx.us
35) Jenny Fritz	Goodwill	512-637-7182	jenny.fritz@autismgoodwill.org
36) Shelby Menninc	Foundation for the Homeless	(512) 453-6570	shelby@foundationhomeless.org
37) Linay Finnegan	TRAVIS CO. CJP	(512) 854 3277	lynay.finnegan@co.travis.tx.us
38) Kelia Hackett	Bridge To Success	(512) 925-7002	lhackett@BRIDGETOSUCCESS.US
39) Cheryl Yarn	Travis Co. Sheriff's Office	854-5229	Cheryl.Yarn@co.travis.tx.us



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) 854-9181

12

Approved by: _____

Cyd V. Grimes 12/5/09

Voting Session: Tuesday, DECEMBER 16, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 3, AN ASSIGNMENT OF CONTRACT NO. 06T00198DR FROM PICKENS AND PICKENS , INC. DBA AUSTIN QUALITY CARWASH TO JOLLYVILLE CAR WASH, INC. DBA ARBOR CAR WASH. (TNR)

Points of Contact:

Purchasing: Donald Rollack, 854-9700

Department: Christina Jensen, 854-9383; Joseph Gieselman, Executive Manager , TNR, 854-9383

County Attorney (when applicable): John Hille, 854-9415

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract provides full service carwash services for Travis County vehicles.

Modification No. 3 will assign Contract 06T00198DR from Austin Quality Carwash to Arbor Car Wash.

Modification No. 2, approved by the Purchasing Agent on May 7, 2008, extended the contract from August 5, 2006 to August 4, 2009.

Modification No. 1, approved by the Purchasing Agent on May 30, 2007, extended the contract from August 5, 2006 to August 4, 2008.

➤ **Contract Expenditures:** Within the last 13 months \$7,524.82 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirements

Modification Type: Assignment of Contract

Modification Period:

➤ **Funding Information:**

Purchase Requisition in HTE

Funding Account(s) 001-4952-621-5003

Comments:

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: 06T00198DR Car Wash Services PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Donald Rollack TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 21, 2008
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ISSUED TO: Pickens and Pickens, Inc. dba Austin Quality Carwash Attn: Joel Pickens 3120 Guadalupe Austin, Texas 78705	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: May 23, 2006
--	----------------------------	--

ORIGINAL CONTRACT TERM DATES: August 5, 2006 through August 4, 2007
CURRENT CONTRACT TERM DATES: August 5, 2008 through August 4, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ _____ Current Modified Amount \$ _____

DESCRIPTION OF CHANGES:
Effective July 7, 2008, the Contractor's name on Contract No. 06T00198DR is changed as follows:

From: Pickens and Pickens, Inc. dba Austin Quality Carwash 3120 Guadalupe Austin, Texas 78705	To: Jollyville Car Wash, Inc. dba Arbor Car Wash 10401 Jollyville Rd Austin, Texas 78759
--	---

Tax ID No. 742620654 Tax ID No. 742810106

Joel Pickens *Donald Rollack*

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

LEGAL BUSINESS NAME: <u>PICKENS AND PICKENS, INC.</u>	<input type="checkbox"/> DBA
BY: <u><i>Joel Pickens</i></u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>JOEL PICKENS</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>PRES.</u> ITS DULY AUTHORIZED AGENT	DATE: <u>11/25/08</u>

TRAVIS COUNTY, TEXAS	DATE: <u>12/5/08</u>
BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Pickens and Pickens, Inc. d/b/a Austin Quality Carwash, a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Jollyville Car Wash, Inc., d/b/a Arbor Car Wash, a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Austin Quality Carwash entered into a written Contract for the provision of Car Wash Services (Contract No. 06T00198DR) on May 23, 2006, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as July 7, 2008 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract No. 06T00198DR.

[Assignor]

By: Pickens and Pickens Inc. dba
Austin Quality Carwash

Printed Name: JOEL PICKENS

Title & Date: PRES. 11-25-08

Attest: John R. Pickens

Date: 11/25/2008

[Assignee]

By: Jollyville Car Wash, Inc. dba Arbor Car
Wash

Printed Name: David Swanson

Title & Date: 11-4-08 President.

Attest: James J. [Signature]

Date: 11-4-08

By its signature below, Travis County signifies its consent to and approval of this Assignment from Pickens and Pickens, Inc. dba Austin Quality Carwash to Jollyville Car Wash, Inc. dba Arbor Car Wash.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

RECEIVED
TRAVIS COUNTY

2008 JUL 21 AM 8:40

PURCHASING
OFFICE



July 10, 2008

RECEIVED

JUL 15 2008

TNR

Dear Businesses:

We are pleased to announce that Arbor Car Wash purchased Austin Quality Car Wash on July 7.

David and I have operated Arbor Car Wash and Lube Center since 1997 on Jollyville Road, but have been in the car wash business for over twenty years. Our plan is to keep the same quality of service. In addition, we will be adding a lube shop to the property in the near future. Your charge accounts will continue in the same manner they have been billed in the past.

We look forward to serving your future needs. If you have any questions, please do not hesitate to call.

Sincerely,

Sonia & David Swenson
Owners Arbor Car Wash – Guadalupe
512-451-2696

TRAVIS COUNTY

Account Balance Inquiry

Account number : 1-4952-621.50-03
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 52 FLEET SERVICES
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 50 REPR & MTNC-SERVCS PURCHD
Object : 03 REPAIRS - AUTOS & TRUCKS

Original budget : 203,506
Revised budget : 217,772 11/21/2008
Actual expenditures - current . . : 13,343.71
Actual expenditures - ytd : 6,845.98-
Unposted expenditures : 2,601.58
Encumbered amount : 80,937.40
Unposted encumbrances : 1,664.02-
Pre-encumbrance amount : 1,346.73-
Total expenditures & encumbrances: 87,025.96 40.0%
Unencumbered balance : 130,746.04 60.0

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



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9189

13

Approved by: _____

Cyd V. Grimes 12/5/08

Voting Session: Tuesday, December 16, 2008

REQUESTED ACTION: APPROVE AUTHORIZATION TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, IMS INFRASTRUCTURE MANAGEMENT SERVICES, RFQ NO. Q080251JW, PROFESSIONAL ENGINEERING SERVICES FOR PAVEMENT CONDITION SURVEY. (TNR)

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Manager; Don Ward, P.E., Director - Road Maintenance & Fleet Services; David Greear, P.E.

County Attorney (when applicable): Chris Gilmore

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This project is to assist TNR in maintaining the county road system to the current condition and to meet the Court mandated standard of 75% of the roads being rated Good to Fair. Through this survey, it will provide assistance to TNR in maintaining that rating, as well as be utilized as an integrated portion of future maintenance planning.
- On August 27, 2008 three (3) proposals were received, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, clarification was needed on a few items in which a list of eight (8) questions were distributed to each firm for a response. Responses to these questions were received on October 31, 2008, and were evaluated by TNR staff using the standard rating form to determine the highest qualified firm for completing the required work.
- TNR recommends the highest rated firm, IMS Infrastructure Management Services, for this project, and requests authorization to commence negotiations. Attached is TNR's corroborating memo with the necessary matrix, requested by Purchasing, showing point totals for each firm.



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: Architect/Engineer

Contract Period:

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 26

Responses Received: 3

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 0.00%

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: Contract negotiations request. No funds involved.

➤ **Statutory Verification of Funding:**

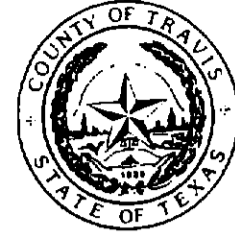
Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

____ **Approved**

____ **Disapproved**

Samuel T. Biscoe
Travis County Judge

Date



Jason
12-3-08
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

RECEIVED
TRAVIS COUNTY
7:09 DEC -2 PM 2:34
PURCHASING
OFFICE

November 17, 2008

MEMORANDUM

TO: Jason Walker, Assistant Purchasing Agent
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Don Ward, P.E., Director, Road Maintenance & Fleet Services
SUBJECT: Pavement Condition Survey

The following information is for your use in preparing an agenda item for Commissioner's Court action. Please contact me at 854-7650 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to approve its recommended consultant for professional engineering services for a county-wide pavement condition survey.

Summary and Recommendation:

On July 1, 2008, TNR requested the Purchasing Office to obtain professional consulting services for the county-wide pavement condition survey. The Purchasing Office, together with TNR Road & Bridge, developed a RFQ for these services and received proposals from three (3) firms. TNR staff members evaluated and rated the qualifications of each firm using a standard rating form. IMS Infrastructure Management Services was rated as the highest qualified firm and TNR recommends negotiating a Professional Services Agreement with them for this project.

Budgetary Issue:

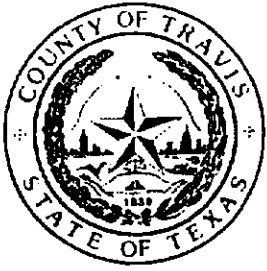
Funding for this project was made available through line-item savings of \$250,000 on June 3, 2008 by the Commissioner's Court.

Background:

The last pavement condition survey was completed in 2004 by Fugro. Travis County has historically completed this type of survey every three to five years since 1987. This survey and previous ones have assisted TNR in maintaining the county road system to the current condition and meeting the Court mandated standard of 75% of the roads being rated Good to Fair. This survey will assist TNR in maintaining that rating and will be utilized as an integrated portion of future maintenance planning.

cc: Don Ward
Richard Duane
Cynthia McDonald

	Fugro		Raba Kistner		IMS	
	Evaluator A	Evaluator B	Evaluator A	Evaluator B	Evaluator A	Evaluator B
Adequacy of Staff (5%)	0.15	0.15	0.25	0.25	0.2	0.2
Project Team Experience (10%)	0.1	0.1	0.1	0.1	0.4	0.5
Variety of Firm Experience (5%)	0.05	0.05	0.2	0.2	0.25	0.25
Project Manager (10%)	0.1	0.1	0.4	0.4	0.1	0.1
Workload (15%)	0.45	0.45	0.3	0.3	0.15	0.15
Technical Plan (55%)	2.2	2.2	2.2	2.2	2.2	2.2
Question #1 (12%)	0.48	0.48	0.36	0.36	0.6	0.6
Question #2 (10%)	0.4	0.3	0.3	0.3	0.5	0.5
Question #3 (7%)	0.21	0.21	0.14	0.21	0.21	0.21
Question #4 (5%)	0.15	0.2	0.15	0.15	0.2	0.2
Question #5 (5%)	0.15	0.1	0.2	0.1	0.15	0.15
Question #6 (5%)	0.2	0.15	0.15	0.05	0.1	0.25
Question #7 (3%)	0.06	0.12	0.09	0.06	0.15	0.12
Question #8 (3%)	<u>0.06</u>	<u>0.09</u>	<u>0.06</u>	<u>0.09</u>	<u>0.09</u>	<u>0.12</u>
Total	4.76	4.7	4.9	4.77	5.3	5.55
Average	4.73		4.835		5.425	



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

14

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

Approved by: _____

REVISED *Cyd V. Grimes*
12/11/08

Voting Session: Tuesday, December 16, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 07T001550J, THE RETIREMENT STORE, FOR CONSULTANT SERVICES FOR THE DEFERRED COMPENSATION 457(b) PLAN FOR TRAVIS COUNTY. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, Dan Mansour, 854-9499, Linda Moore-Smith, 854-9165, Alicia Perez, Executive Manager, 854-9343

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Travis Gatlin

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

COPIES TO
11/11/08
Alicia Perez

Purchasing Recommendation and Comments: This procurement action met the compliance requirements as outlined by the statutes.

The contract is for professional services related to the 457(b) Deferred Compensation Plan and continuing review of its performance. The Commissioners Court approved the award of this contract on January 23, 2007.

The modification will extend the Deferred Compensation – 457(b) Plan Consultant contract with The Retirement Store, for an additional twelve (12) months, through January 22, 2010. The Consultant's continued services and expertise is essential to meet the County's fiduciary responsibilities as 457(b) Plan sponsor.

Modification No. 1 was previously issued to extend the contract for an additional twelve (12) months, from January 23, 2008 through January 22, 2009. It was approved by the Commissioners Court on January 15, 2008.

The Deferred Compensation Oversight Committee will continue to work with the Consultant during the transition phase from Nationwide Retirement Solutions to Great West Retirement Services. The Committee will continue to require the Consultant's advice and expertise in this ever evolving field of deferred compensation. The services will be billed monthly at the rate of \$175 per hour, not to exceed \$10,000 per year.

➤ **Contract Expenditures:** Within the last 12 months \$24,998.75 has been spent against this contract.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 457940
- Funding Account(s): 001-1140-522-4007
- Comments:

➤ **Statutory Verification of Funding:**

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

PURCHASE REQUISITION NBR: 0000457940

REQUISITION BY: MARGIE SOLANO 854 9239

STATUS: READY FOR BUYER PROCESS
REASON: RENEWAL CONTRACT ATT: LOLLY JONES

DATE: 12/04/08

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 122619 THE RETIREMENT STORE

DELIVER BY DATE: 1/22/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FOR DEFERRED COMPENSATION CONSULTANT COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	10000.00	DOL	1.0000	10000.00	

REQUISITION TOTAL: 10000.00

LINE #	ACCOUNT	PROJECT	AMOUNT
1	60111405224007	PROFESSIONAL SERVICES CONSULTING	10000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: December 5, 2008
ISSUED TO: The Retirement Store Attn: Al DiCristofaro 10305 Yucca Dr. Austin, TX 78759	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: January 23, 2007
ORIGINAL CONTRACT TERM DATES: <u>January 23, 2007 - January 22, 2008</u>		CURRENT CONTRACT TERM DATES: <u>January 23, 2009 - January 22, 2010</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY

Original Contract Amount: \$ 25,000.00 (NIE) Current Modified Amount \$ 10,000.00 (NIE)

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

On January 23, 2007, County entered into this contract to obtain professional services related to the management of its 457 Plan. Pursuant to 1.2, County may extend this contract for three additional one year periods. On January 23, 2007, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

Agreement

County exercises its second option to extend this contract for one additional year. The second option commences January 23, 2009. During the second option year, the total compensation for the services and activities under this contract shall not exceed \$10,000 unless this contract is further amended. If County authorizes Contractor to perform services, Contractor shall perform the services described in this contract and its attachments.

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

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

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

COPY



TRAVIS COUNTY PURCHASING OFFICE

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

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

15

Approved by: _____

Cyd V. Grimes 12/8/08

Voting Session: Tuesday, December 16, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING:

A. MODIFICATION NO. 2 TO CONTRACT NO. IL060216JT, AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER (ATCMHMR), FOR INTENSIVE OUTPATIENT TREATMENT FOR DUAL DIAGNOSIS CLIENTS SERVICES.

B. MODIFICATION NO. 3 TO CONTRACT NO. IL020072EF, AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER (ATCMHMR), FOR DUAL DIAGNOSIS DRUG COUNSELING SERVICES. (DISTRICT AND COUNTY CRIMINAL COURTS)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (DISTRICT AND COUNTY CRIMINAL COURTS) Debra Hale, Director of Court Management; Tonya Arnecke Watson

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Austin Travis County Mental Health and Mental Retardation Center provides intensive outpatient and counseling services for dual diagnosis drug court clients.

The treatment services provided by ATCMHMR currently are set up as an annual NTE amount specified by the grant or annual budget for this program. The two interlocals are now modified to reflect a flexible method to provide services according to available funding, by deleting the NTE amounts and changing the services to be provided to "as needed basis" type contracts, and set the services fee schedule.

The request for these services will continue to be referred by the Program Director and the appropriate judges. However, funding for these services will be allocated and

verified at the time they are ordered via a requisition entered into HTE on an as needed basis.

Contract Expenditures: Within the last 12 months, \$45,500.00 has been spent against these contracts

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type:

Contract Period: N/A

➤ **Contract Modification Information:**

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

Modification Type: Delete the NTE and set fee schedule

Modification Period: 12/16/08 – Until Terminated

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: N/A

Funding Account(s): **622-2430-546-6099 and 001-2430-546-6099 #MO9622**

Comments: as needed basis

➤ **Statutory Verification of Funding:**

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

**MODIFICATION OF CONTRACT NUMBER: IL060216JT Intensive
Outpatient Treatment Services for Dual Diagnosis Clients**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: November 26, 2008
ISSUED TO: Austin Travis County MHMR P.O. Box 3548 Austin, Texas 78764	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: May 23, 2006
ORIGINAL CONTRACT TERM DATES: <u>5/23/06 - Termination by Either Party</u>		CURRENT CONTRACT TERM DATES: <u>9/01/08 - Until Terminated</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$22,000.00 (Not-to-exceed) Current Modified Amount: As needed basis

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

The purpose of this modification is to revise the contract as indicated below:

- 1) Existing Section 7.0 – “Compensation, Invoicing and Payment,” Item 7.1.1, is deleted in its entirety and replaced with:
 - 7.1.1 Not to Exceed Amount – NONE - All services to be provided will be done on an as needed basis.
- 2) Replacement of item 7.1.1 in Section 7.0 constitutes:
 - a. Deletion of the not-to-exceed amount and
 - b. Setting services to be done on an as needed basis.

Note to Vendor:

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

LEGAL BUSINESS NAME: <u>ATCMHMR CENTER</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>DAVID EVANS</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	DATE: <u>11.26.08</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>12/5/80</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

MODIFICATION OF CONTRACT NUMBER: IL020072EF - Dual Diagnosis Drug Counseling Svcs.

PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 314 W 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: November 10, 2008
ISSUED TO: Austin Travis County MHMR P.O.Box 3548 Austin, Texas 78764	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: January 22, 2002
ORIGINAL CONTRACT TERM DATES: <u>01/22/02 -08/30/02</u>		CURRENT CONTRACT TERM DATES: 9/01/08 - Until Terminated

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 20,000.00 Current Modified Amount \$ As needed Basis

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.

- 1) Existing Section III – “Compensation for Center’s Services,” Item A, is deleted in its entirety and replaced with:
 - A. For and in consideration of the satisfactory performance by the CENTER of the services describe in Attachment A, Scope of Services, as modified by Modification No. 1, the County shall pay Center \$166.66 per month for each Drug Court participant receiving services from CENTER pursuant to this Agreement. Payments provided for less than a full month shall be prorated. Services will be provided on an as needed basis.
- 2) Replacement of Item A, in Section III constitutes:
 - a. Deletion of the Not-To-Exceed amount
 - b. Setting the monthly billing fee per client,
 - c. Setting the services to be done on an as needed basis,
- 3) This contract is set to automatically renew each October 1, unless terminated in writing by either party, as per Section IV, “Agreement Period,” Item B.
- 4) The contract reference number will change from IL020072EF to IL020072VR.

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

LEGAL BUSINESS NAME: <u>ATCM of M R Center</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>DAVID EVANS</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	DATE: <u>11.26.08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>12/5/08</u>

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

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT

DATE: October 28, 2008

TO: Cyd Grimes
Purchasing Agent

FROM: _____
Debra Hale
Director of Court Management

RE: MHMR Intensive Case Management and IOP Treatment Services for Dual Diagnosis Clients
in the Drug Diversion/SHORT Program (Contract Numbers IL020072EF and IL060216JT)

The Travis County Criminal Court Department is currently contracting with the following vendors.

We would like to make the following modification to these contracts:

Contract Vendor	Contract Number	Program Name	Current Amount	Revised Amount	Net Change
MHMR	IL020072ET	Intensive Case Management for Dually Diagnosed Clients	\$40,000	\$49,998 ↗	+\$9,998
MHMR	IL060216JT	IOP Treatment Services for Dually Diagnosed Clients	\$5,500	\$11,000 ↗	+\$5,500

If you need additional information in order to proceed, please do not hesitate to call me.

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V

Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(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. Canyons at Lake Travis Final Plat in Precinct Three (Long Form Plat – 70 total lots: 63 single-family lots, 6 open space lots, and 1 private street lot - 126.2 acres - Appropriate fiscal (\$141,000.00) has been posted with Travis County – Sewage service to be provided by WCID 17 – City of Austin 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:

Michael Hettenhausen: 854-7563 David Wahlgren: 974-6455 (City of Austin)
Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

08 DEC -9 PM 2:52
COUNTY CLERK

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

BACK UP MEMORANDUM

December 5, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Director, Development Services Division

SUBJECT: Canyons at Lake Travis Final Plat, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Canyons at Lake Travis Final Plat in Precinct Three (Long Form Plat – 70 total lots: 63 single-family lots, 6 open space lots, and 1 private street lot - 126.2 acres - Appropriate fiscal (\$141,000.00) has been posted with Travis County – Sewage service to be provided by WCID 17 – City of Austin 2-mile ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 70 total lots (63 single-family lots, 6 open space lots, and one private street lot) on 126.2 acres. There are 6,390 linear feet of private streets associated with this plat.

The use of alternative fiscal for this final plat was approved by Commissioners' Court on February 5, 2008. The subdivision improvements have now been constructed and approved by Travis County, the appropriate fiscal has been posted (\$141,000.00), and the final plat is now ready for approval so it can be recorded. Parkland fees lieu of dedication in the amount of \$19,281.00 were paid to Travis County.

ISSUES:

The developer, neighbors, and staff met prior to the approval of the Canyons at Lake Travis Preliminary Plan to discuss the access issues associated with this subdivision. The neighborhood did not support the subdivision connecting with Highland Drive or Cloudy Ridge. The resolution was an emergency crash gate on Cloudy Ridge, which if "crashed" into, would be required to be repaired within 48 hours.

Since the resolutions were agreed to with the preliminary plan, staff has not received any inquiries from adjacent property owners regarding this final plat. Should the case manager receive any inquiries prior to Court, an addendum to this memorandum will be presented to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

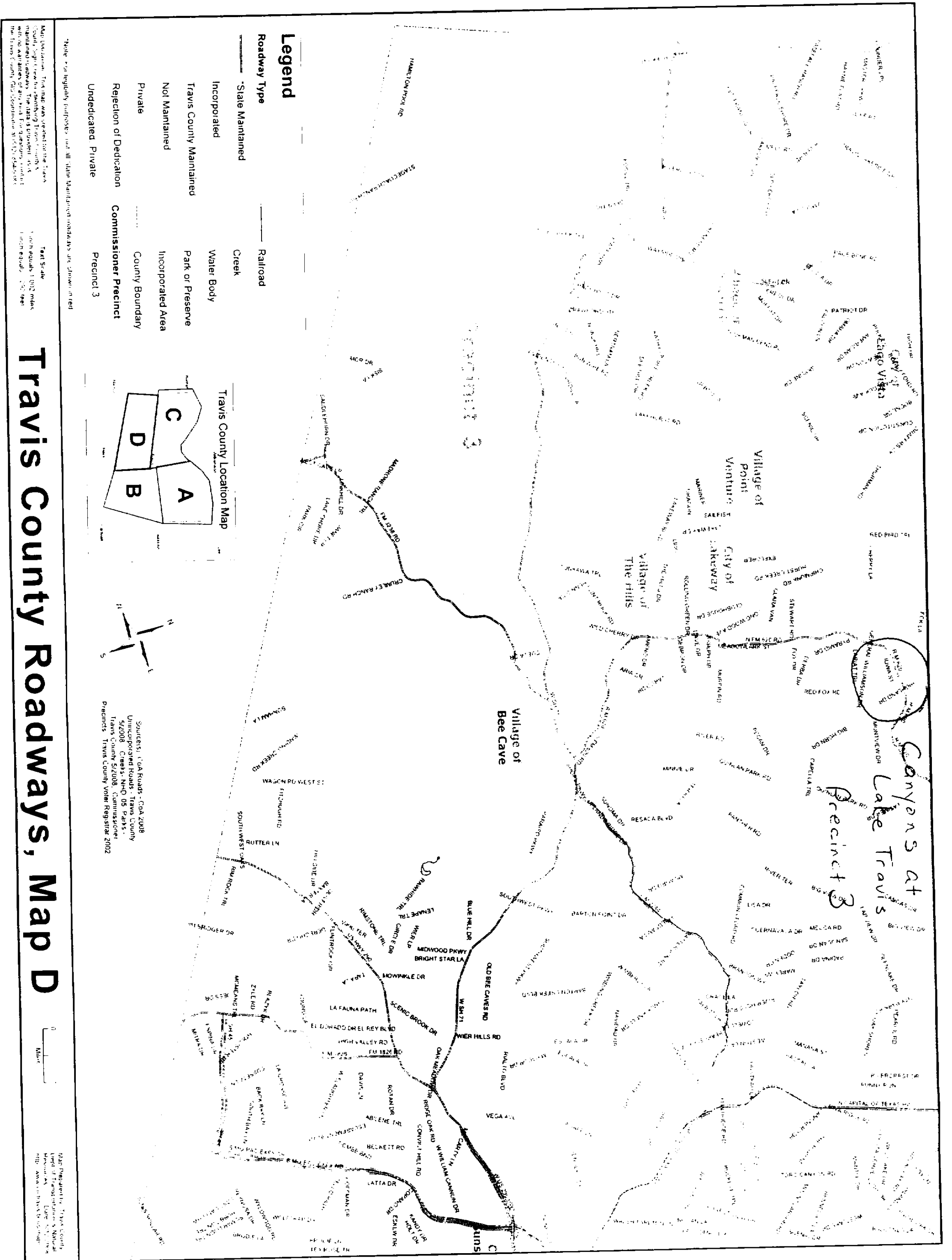
EXHIBITS:

Location map

Precinct plat

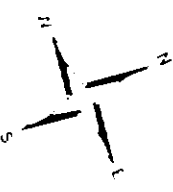
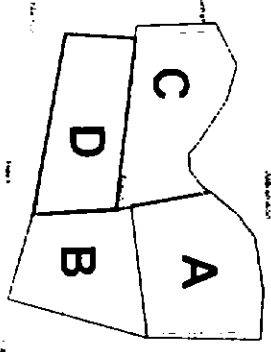
Proposed Plat

AMB: dsw 1105



*Canyons at
Lake Travis
Precinct 3*

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



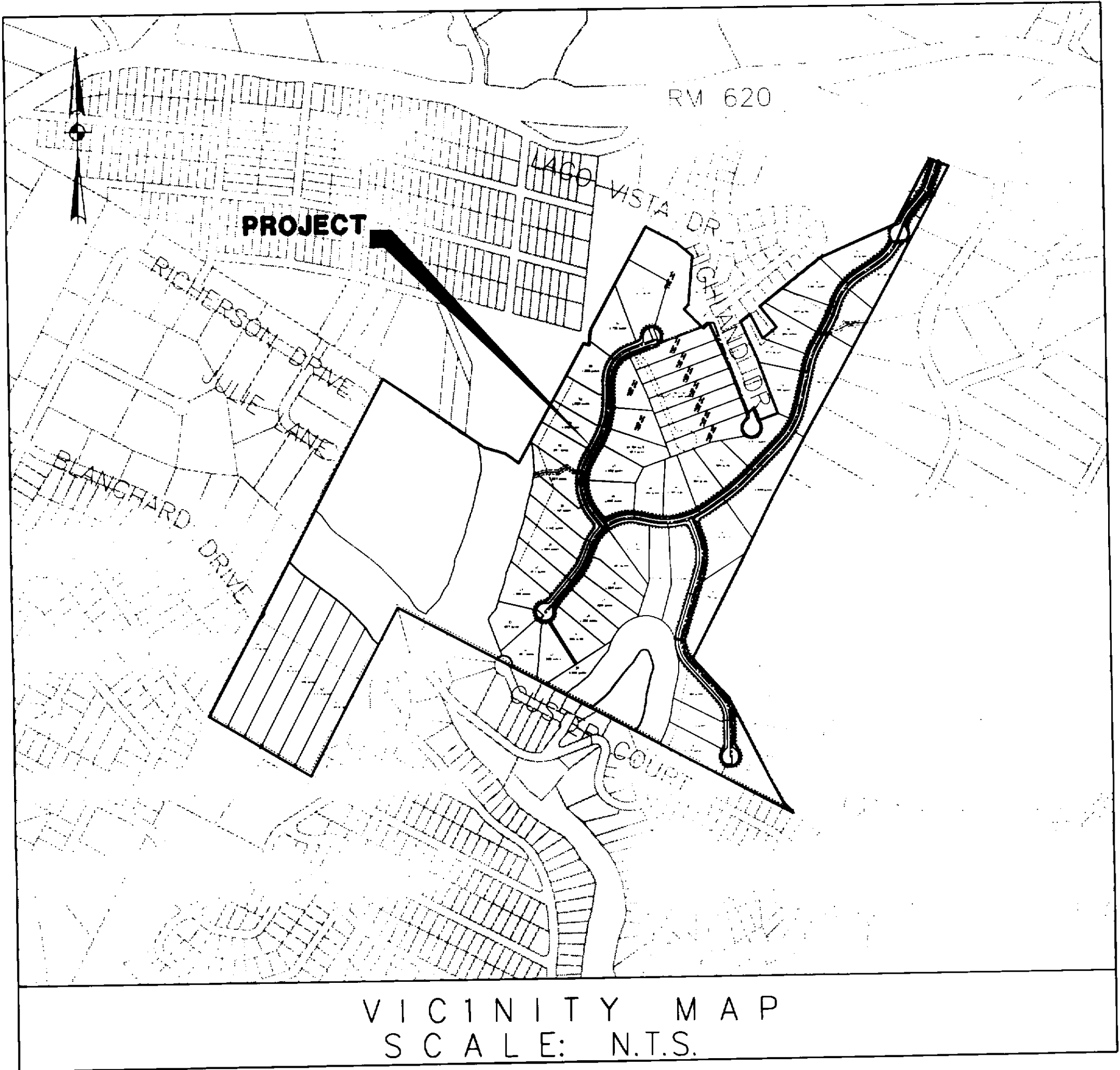
Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County
 5/2/2008 Creeks - NHD 05 Parks -
 Travis County 5/2/2008 Commissioner
 Precincts - Travis County Voter Registrar 2002

Travis County Roadways, Map D

0 1 Mile

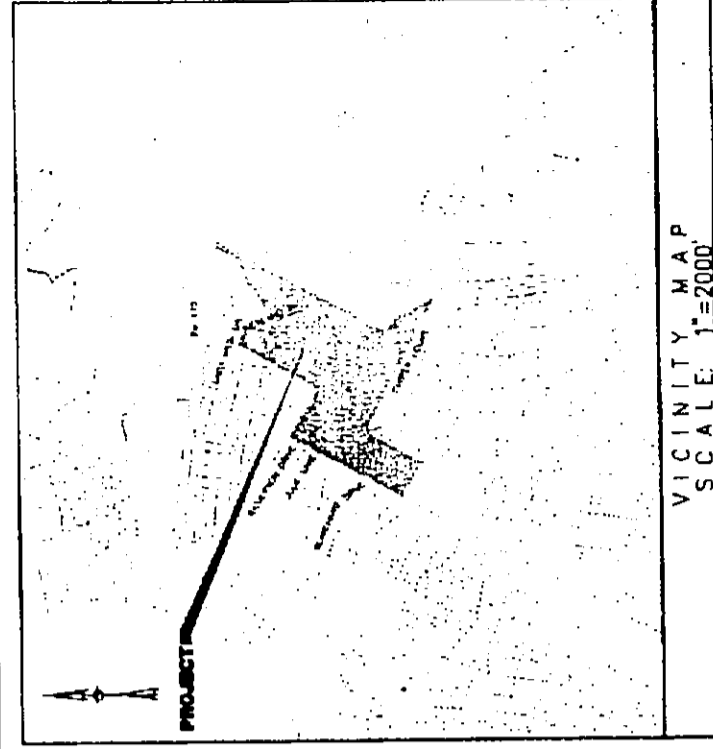
Map Prepared by: Travis County
 Dept. of Transportation & Natural
 Resources
 600 Anna Street, Suite 200
 Austin, TX 78701

CANYONS AT LAKE TRAVIS



TCB | AECOM

TCB, INC.
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
T 512.472.4519
JOB NO 60022425 AUGUST 2007



PROPOSED ACREAGE AND USAGE

BLOCK "A" LOT 71	9.637 AC
1 LOT - PRIVATE STREET, DRAINAGE, AND P.U.E.	78.379 AC
83 SINGLE FAMILY LOTS	14,288 AC
5 OPEN SPACE/DRAINAGE LOTS	6,247 AC
1 CRITICAL ENVIRONMENTAL FEATURE/DRAINAGE LOT	16,802 AC
1 OPEN SPACE/CONSERVATION EASEMENT	0.534 AC
1 OPEN SPACE PUBLIC R.O.W.	0.474 AC
TOTAL LOTS 71 - TOTAL ACREAGE OF SUBMISSION	126.181 AC

BLOCK "A"

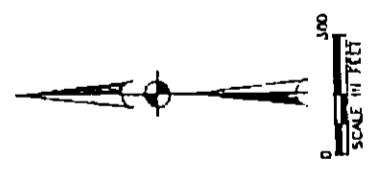
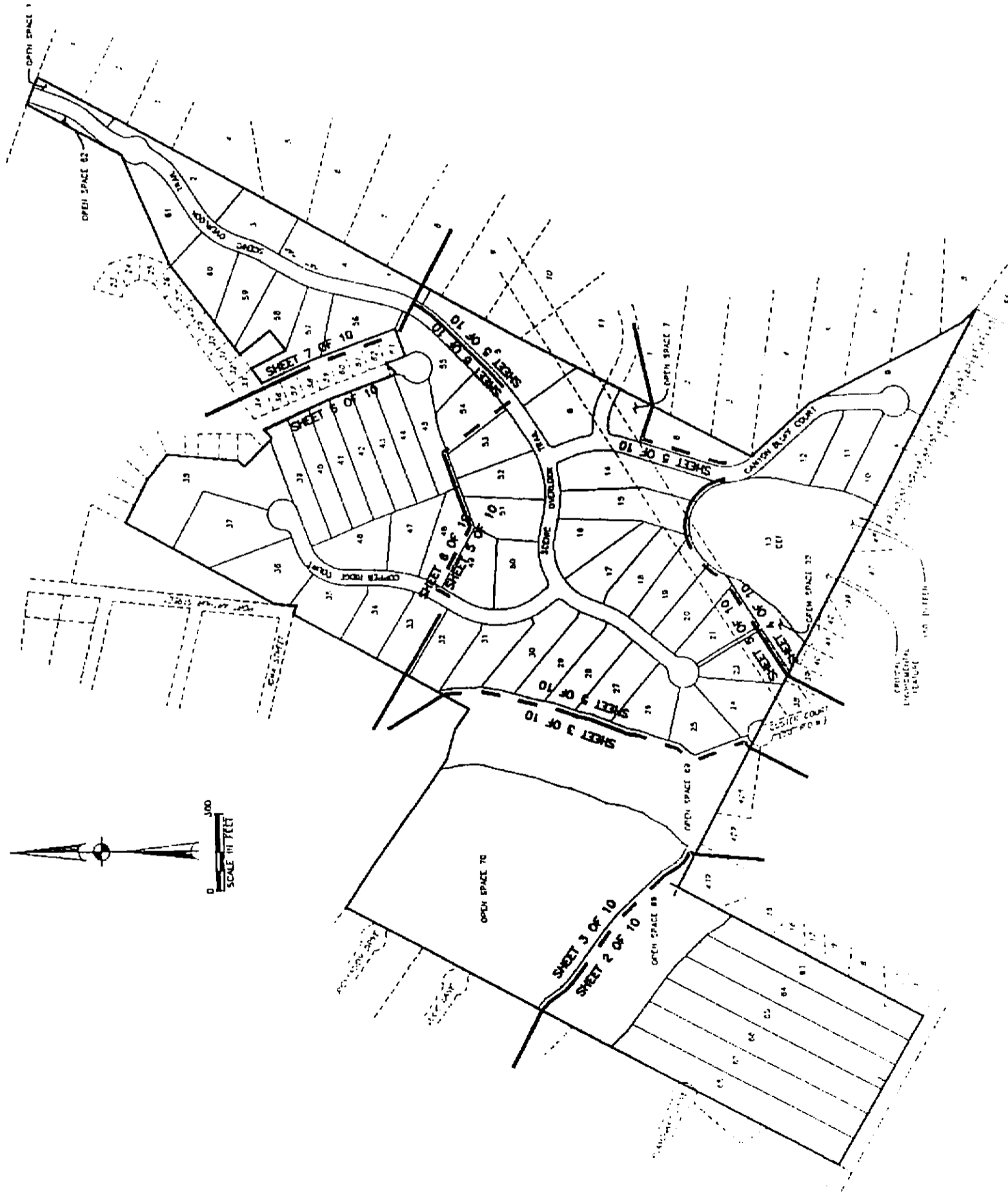
1 LOT - PRIVATE STREET, ELECTRIC, ACCESS, DRAINAGE WATER, WASTEWATER AND WATER QUALITY CASEMENT	
PRIVATE STREET NAME (LINEAR FT.)	
SCENIC OVERLOOK TRAIL	3,644
CANYON BLUFF COURT	1,478
COPPER RIDGE CC.HT	1,295
CLOUDY RIDGE EDUPT	228
TOTAL	6,645

CANYONS AT LAKE TRAVIS FINAL PLAT

126.181 ACRES OF LAND SITUATED IN THE C.F. MERWIN SURVEY NO. 184, THE TYLER TAP SURVEY NO. 163 AND THE LEONARD ECK SURVEY NO. 164 IN TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 120.775 ACRE TRACT CONVEYED TO LAKE TRAVIS II INVESTMENTS, L.P., AS RECORDED IN TRAVIS COUNTY DOCUMENT NUMBER TRV 2000107155.

71 LOTS 1 BLOCK

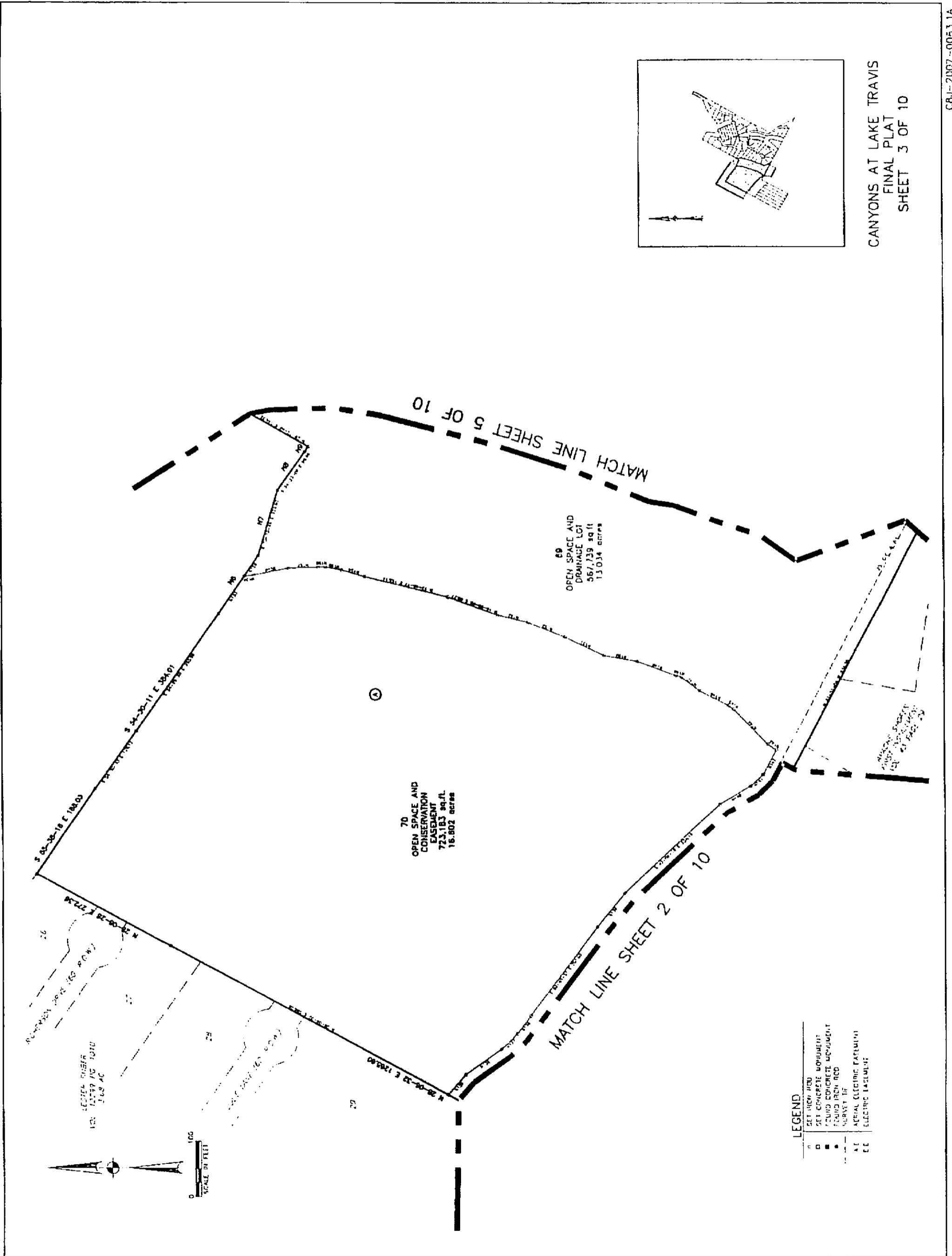
OWNER:
HOLFORD GROUP DEVELOPMENT
4633 SPICEWOOD SPRINGS ROAD, SUITE 100
AUSTIN, TX 78756
PHONE (512) 346-8161
FAX (512) 346-8558



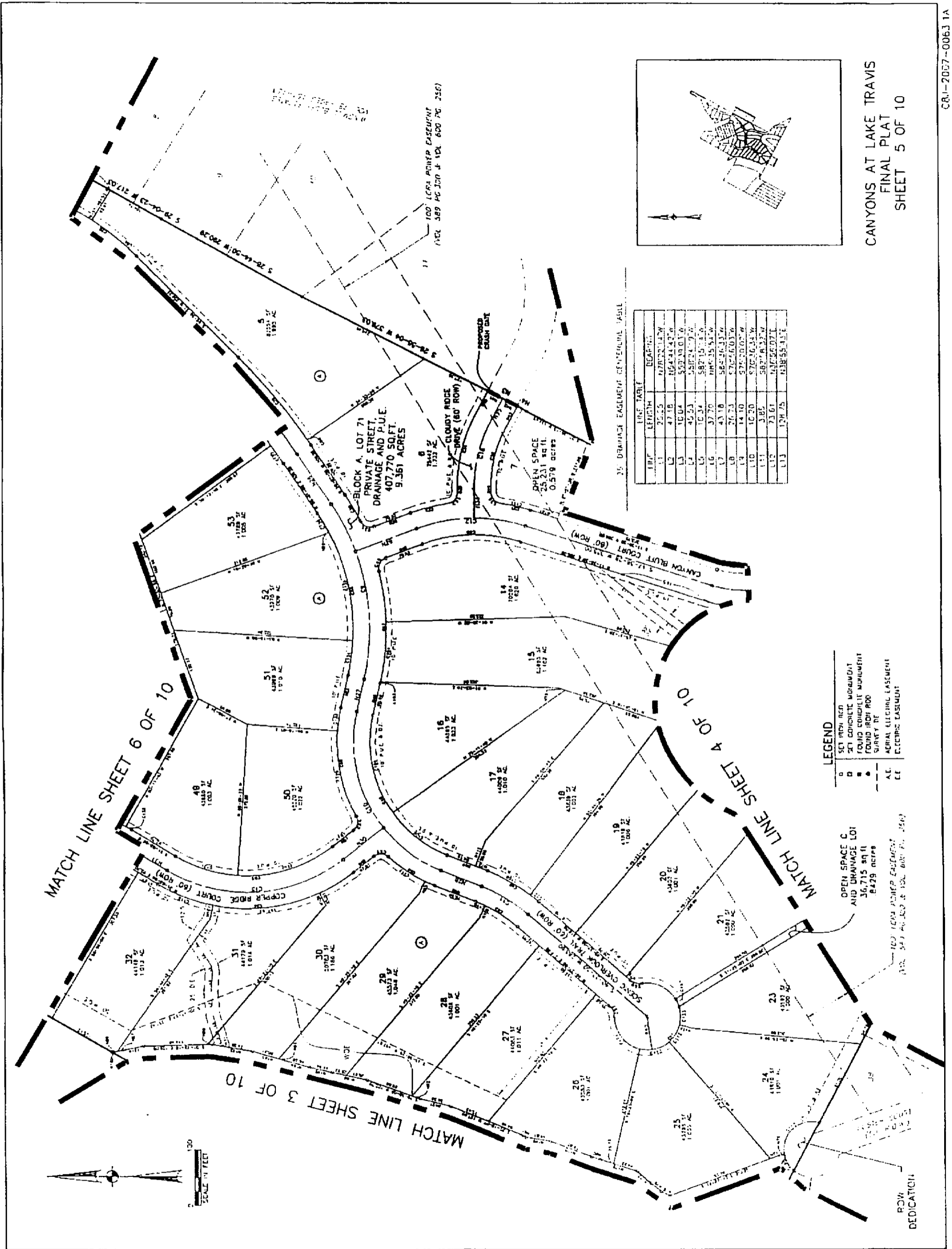
TCB | AECOM

TCB, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
PHONE (512) 472-4310
FAX (512) 472-4310
JOB NO. 80037423 JULIE 2007

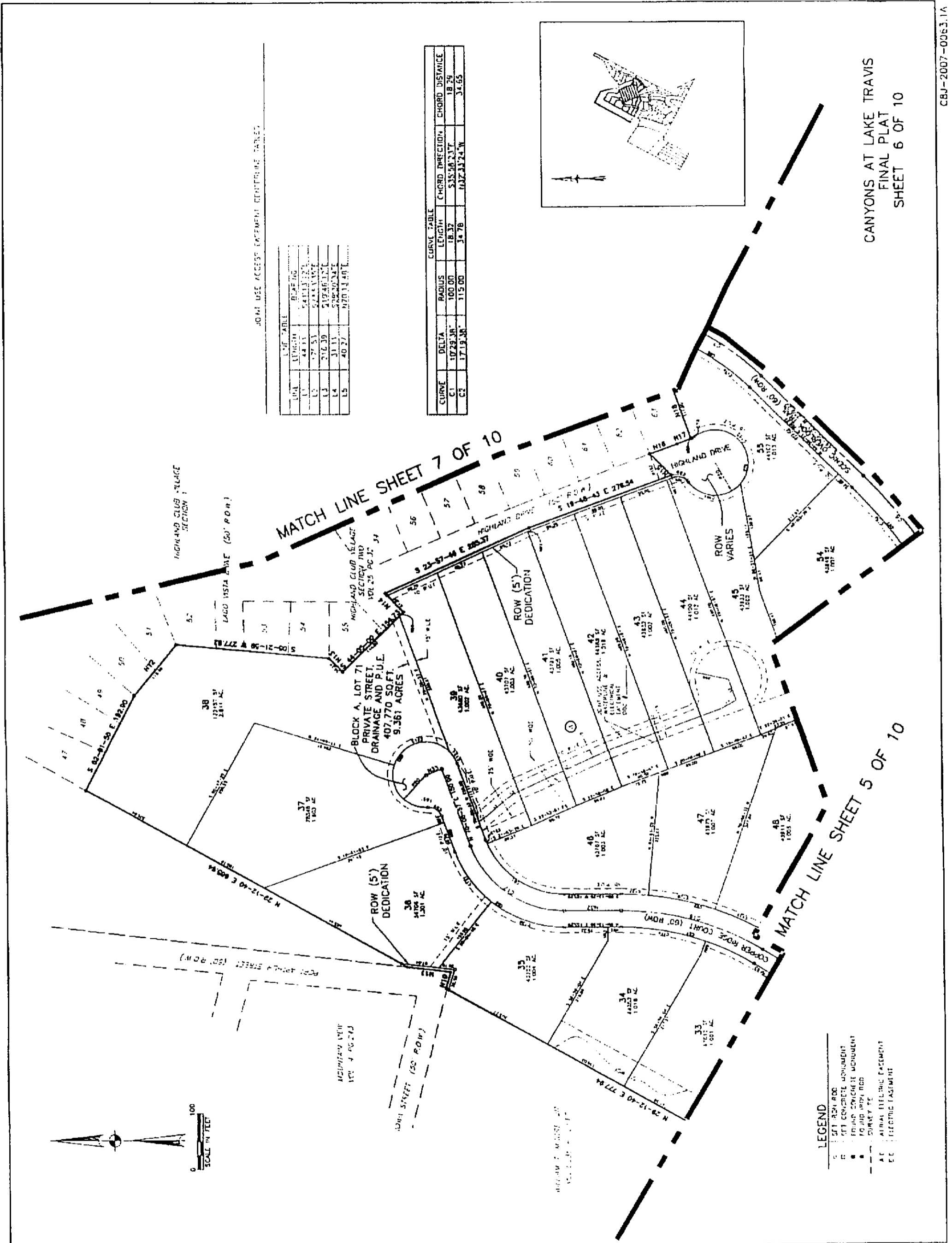
SURVEYOR
SURYCON, INC.
400 WEST 15th STREET, SUITE 430
AUSTIN, TEXAS 78701
PHONE (512) 457-7870 FAX (512) 320-0898
SURYCON, INC.
PROFESSIONAL SURVEYORS



CANYONS AT LAKE TRAVIS
 FINAL PLAT
 SHEET 3 OF 10



CANYONS AT LAKE TRAVIS
FINAL PLAN
SHEET 5 OF 10



JOINT USE ACCESS EASEMENT CENTERLINE TABLES

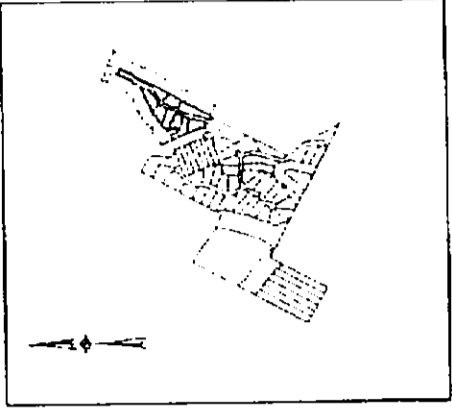
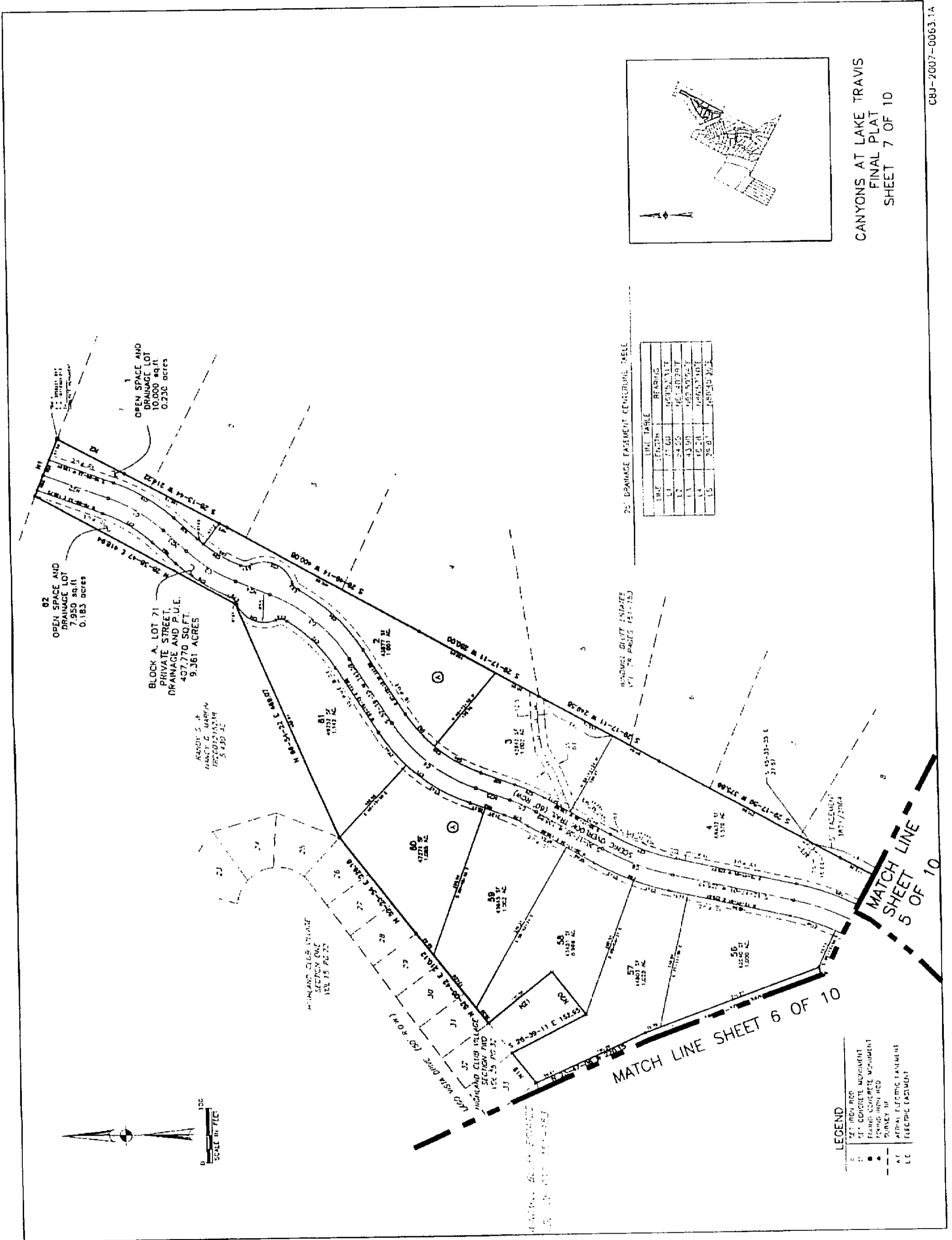
LINE	LENGTH	BEARING
L1	44.11	S 41° 11' 27" E
L2	27.53	S 22° 53' 55" E
L3	316.39	S 17° 46' 13" E
L4	31.11	S 88° 30' 34" E
L5	40.27	S 70° 11' 40" E

CURVE	DELTA	RADIUS	CHORD	DIRECTION	CHORD DISTANCE
C1	10° 23' 38"	100.00	18.37	S 55° 58' 23" E	18.29
C2	17° 19' 38"	115.00	34.76	N 32° 33' 22" W	34.65

LEGEND

- SET ROW ROW
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- TO JUD. IMP. ROW
- SURVEY TIE
- AIRIAL ELEC. EASEMENT
- ELEC. EASEMENT

CANYONS AT LAKE TRAVIS
FINAL PLAN
SHEET 6 OF 10



CANYONS AT LAKE TRAVIS
FINAL PLAT
SHEET 7 OF 10

25' DRAINAGE EASEMENT CENTERLINE TABLE

LINE	LENGTH	BEARING
L1	21.60	N45°23'11"E
L2	24.25	N48°40'20"E
L3	43.90	N65°50'52"E
L4	15.28	N65°57'40"E
L5	25.87	N60°15'24"E

- LEGEND
- 2" - IRON ROD
 - 1" - CONCRETE MONUMENT
 - 1" - IRON CONCRETE MONUMENT
 - - IRON ROD
 - - SURVEY BY
 - - - - - METAL ELECTRIC EASEMENT
 - LC - ELECTRIC EASEMENT

18

Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(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 a request to use an Alternative Fiscal Agreement for Avalon, Phase 7A - a subdivision in Precinct 2.

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

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

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

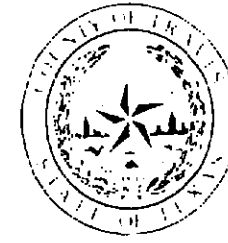
Anna Bowman - 854-9383	John Hille - 854-9415
John Ellis - 854-9383	Michael Hettenhausen - 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
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.

81



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Arlington, Texas 78767
(817) 854-9383
(817) 854-4649

MEMORANDUM

Date: December 5, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director - Development Services

SUBJECT: Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Avalon, Phase 7A - a subdivision in Precinct 2.

Summary and Staff Recommendation:

The developer of the subject subdivision requests to have the plat held in abeyance while the street and drainage facilities are constructed. Staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. Fiscal is posted for restoration of disturbed areas should construction not be completed.

Issues and Opportunities:

Under Alternative Fiscal the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Executive Manager of Transportation and Natural Resources Department authorizes the issuance of a Basic Development Permits for construction of streets and drainage facilities.

The developer, K M Avalon Ltd, has \$20,840.40 of the overall \$85,879.60 fiscal posting reserved for residential sidewalks. The residential sidewalk fiscal will not be released until a positive inspection by a Registered Accessibility Specialist has been submitted.

Plat Status

Staff has reviewed the plat and all comments have been addressed. The plat meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Page 2
December 5, 2008

Re-vegetation Erosion Control Fiscal

The fiscal for restoration, in the amount of \$65,039.20, has been posted with Travis County as part of an \$85,879.60 letter of credit. The remaining \$20,840.40 is posted for residential sidewalks.

Boundary through Street Fiscal

Boundary street fiscal is not required.

Access to Publicly Maintained Road

Avalon, Phase 7A takes access from an already accepted portion of Crispin Hall Lane, a portion that was accepted for maintenance by Travis County as part of Avalon, Phase 3.

Waste Water Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All Comments by Travis County staff have been addressed and reviewer is prepared to sign cover sheets of plans and issue Permit #08-1661. The estimated cost of the improvements includes all costs related (including temporary erosion controls, etc.) to construct all streets and drainage facilities, including all structures contributing to the total detention required. The current estimate of the construction cost for all internal improvements is approximately \$569,360.00.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of Alternate Fiscal. An additional document is now required Extension of Sixty-Day Period for Completed Plat Application Final Action.

Background:

Avalon, Phase 7A covers 16.41 acres, contains 25 total lots, and has approximately 1,618.74 linear feet of streets.

Required Authorizations:

No additional authorizations are required.

Exhibits:

Alternate Fiscal Acknowledgment
Exhibit "A"
Extension of Sixty-day Period
Maps

PS:AB:ps

1102 Avalon, Phase 7A

Exhibit 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge - page 2 of 4

Executed this 6th day of November, 2008.

OWNER: KM Avalon, Ltd.
By: [Signature]
Name: Blake Magee
Title: President
Authorized Representative

1011 N. Lamar
Address
AUSTIN, TX 78703
City, State
512 431-0303
Phone
512-431-0333
Fax

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6th day of November, 2008, by Blake Magee in the capacity stated herein.

[Signature]
Notary Public in and for the State of Texas

Amy Frederick
Printed or typed name of notary

My Commission Expires: 4/19/10

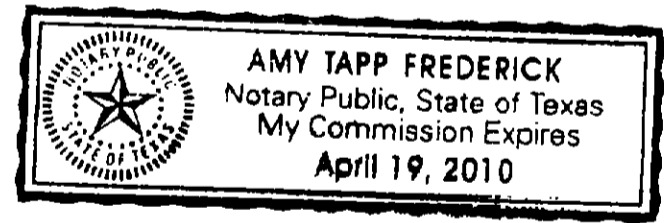


Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge - page 3 of 4

Alternative Fiscal

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 2008, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary
My commission expires: _____

EXHIBIT "A"

That certain tract of land described as Avalon Phase 1A
subdivision is 16.41 acres, being a portion of that same tract of land described in
Volume _____, Page _____ of the Real Property Records of Travis County, Texas, as
delineated on a plat under the same name which will be held in abeyance until approval is
granted by the Travis County Commissioners' Court.

**AVALON, PHASE 7A
METES AND BOUNDS DESCRIPTION OF A
16.41 ACRE TRACT IN THE PHILIP GOLDEN SURVEY NO. 17, A-328
AND THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 16.41 acres of land out of the 199.93 acre tract as described in the deed from Ronny Rinderknecht, et al to KM Avalon, LTD. recorded under Document No. 2005118416, in the Official Public Records of Travis County, Texas, in the Philip Golden Survey No. 17. A-328, and the Edward Flint Survey No. 11, A-277 in Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas state plane coordinate system central zone.)

BEGINNING at a ½" iron rod found for the common easterly corner of Lot 4, Block S, and Lot 5, Block S, of the Final Plat of Avalon Phase 3, according to the plat thereof recorded under Document No. 200600366, in the Official Public Records of Travis County, Texas;

THENCE with the east line of said Avalon Phase 3, the following two (2) courses and distances;

1. North 00°50'21" East, a distance of 125.55' to a ½" iron rod found for the northeasterly corner of said Lot 5, Block S, common to a point in the south line of Crispin Hall Lane (60' R.O.W.);
2. North 06°38'26" West, a distance of 60.04' to a point for the southeast corner of Lot 11, Block O, of the said Avalon Phase 3 plat, common to a point in the north line of said Crispin Hall Lane;

THENCE crossing the said 199.93 acre tract, the following five (6) courses and distances:

1. North 85°27'07" East, a distance of 100.00' to a ½" iron rod set for the Point of Curvature of a curve to the left, having a delta angle of 90°00'00" and a radius of 25.00';
2. Along said curve to the left in a northeasterly direction, a chord bearing of North 40°27'07" East, a chord distance of 35.36', and an arc distance of 39.27', to a ½" iron rod set for the end of curve;
3. North 85°27'07" East, a distance of 50.00' to a ½" iron rod set for a point on a non-tangent curve to the left, having a delta angle of 90°00'00", a radius of 25.00', and from which point the radius bears North 85°27'07" East;

PAGE 2 AVALON PHASE. 7A

4. Along said curve to the left in a southeasterly direction, a chord bearing of South 49°32'53" East, a chord distance of 35.36', and an arc distance of 39.27', to a ½" iron rod set for the end of curve;
5. North 85°27'07" East, passing at 100.00', a ½" iron rod found for the Southwest corner of a 13.451 acre tract of land described in the deed from KM Avalon Ltd. to Board of Trustees of the Pflugerville Independent School District recorded under Document No. 2008085044 in the Official Public Records of Travis County, Texas, and continuing for a total distance of 713.86' to a ½" iron rod found for the Point of Curvature of a curve to the right, having a delta angle of 30°27'55", and a radius of 560.00';
6. Along said curve to the right in a southeasterly direction, a chord bearing of South 79°18'55" East, a chord distance of 294.27', and an arc distance of 297.76', to a ½" iron rod found for the end of curve, common to the southeasterly corner of said 13.451 acre tract;

THENCE continuing along northeasterly line of said 13.451 acre tract, the following seven (7) courses and distances:

1. North 25°55'09" East, a distance of 188.36' to a ½" iron rod found for a corner of said 13.451 acre tract, common to an angle corner of the herein described tract;
2. North 03°46'53" West, a distance of 88.33' to a ½" iron rod found for a corner of said 13.451 acre tract, common to an angle corner of the herein described tract;
3. North 16°46'51" West, a distance of 88.29' to a ½" iron rod found for a corner of said 13.451 acre tract, common to an angle corner of the herein described tract;
4. North 29°46'49" West, a distance of 88.30' to a ½" iron rod found for a corner of said 13.451 acre tract, common to an angle corner of the herein described tract;
5. North 42°46'51" West, a distance of 88.30' to a ½" iron rod found for a corner of said 13.451 acre tract, common to an angle corner of the herein described tract;
6. North 55°05'15" West, a distance of 81.48' to a ½" iron rod found for a corner of said 13.451 acre tract, common to an angle corner of the herein described tract;
7. North 59°08'34" West, a distance of 150.07' to a ½" iron rod set for a corner of the herein described tract;

PAGE 3 AVALON PHASE, 7A

THENCE crossing the said 199.93 acre tract, the following twenty-one (21) courses and distances:

1. North $30^{\circ}51'26''$ East, a distance of 243.98' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
2. South $50^{\circ}55'20''$ East, a distance of 71.19' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
3. South $59^{\circ}08'34''$ East, a distance of 101.25' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
4. North $77^{\circ}46'18''$ East, a distance of 429.03' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
5. South $02^{\circ}40'25''$ East, a distance of 172.52' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
6. South $30^{\circ}59'37''$ East, a distance of 583.84' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
7. North $87^{\circ}16'45''$ West, a distance of 520.92' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
8. South $19^{\circ}44'24''$ East, a distance of 346.95' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
9. South $49^{\circ}00'56''$ West, a distance of 79.30' to a $\frac{1}{2}$ " iron rod set for a point on a non-tangent curve to the left, having a delta angle of $10^{\circ}35'51''$, a radius of 360.00', and from which point the radius bears South $49^{\circ}00'53''$ West;
10. Along said curve to the left in a northwesterly direction, a chord bearing of North $46^{\circ}17'02''$ West, a chord distance of 66.49', and an arc distance of 66.59', to a $\frac{1}{2}$ " iron rod set for the end of curve;
11. North $51^{\circ}34'58''$ West, a distance of 15.67' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
12. South $38^{\circ}25'02''$ West, a distance of 198.38' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
13. North $45^{\circ}07'32''$ West, a distance of 23.98' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;

PAGE 4 AVALON PHASE, 7A

14. North 46°15'20" West, a distance of 64.56' to a ½" iron rod set for an angle corner of the herein described tract;
15. North 49°26'02" West, a distance of 86.78' to a ½" iron rod set for an angle corner of the herein described tract;
16. North 60°58'28" West, a distance of 75.79' to a ½" iron rod set for an angle corner of the herein described tract;
17. North 66°06'11" West, a distance of 22.91' to a ½" iron rod set for an angle corner of the herein described tract;
18. North 73°37'56" West, a distance of 49.51' to a ½" iron rod set for an angle corner of the herein described tract;
19. North 81°15'43" West, a distance of 50.17' to a ½" iron rod set for an angle corner of the herein described tract;
20. North 87°15'43" West, a distance of 40.17' to a ½" iron rod set for an angle corner of the herein described tract;
21. South 85°27'07" West, a distance of 944.26' to the **POINT OF BEGINNING** and containing 16.41 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1655-004-01-A520

Preliminary, This document
Shall not be recorded for any purpose

Neil Hines, R.P.L.S. Date
Texas Registration No. 5642

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH THE
SUBDIVISION PLAT FOR AVALON, PHASE 7A.

§ EXHIBIT 82.201(D) EXTENSION OF SIXTY DAY PERIOD FOR COMPLETED PLAT APPLICATION FINAL ACTION

Date: 11/2/08

Owner's Name and Address: K 15, Arlaken, LLC.
1011 N. LOOMIS
AUSTIN TX, 78703
Blake Magee

Proposed Subdivision Name and Legal Description (the "Property"):

Lot 7A

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion for the reasonable period of: _____

Executed and effective as of the later date set forth below.

Owner: K 15, Arlaken, LLC.

By: [Signature]

Name: Blake Magee

Title: President

Authorized Representative
Travis County, Texas

By: _____

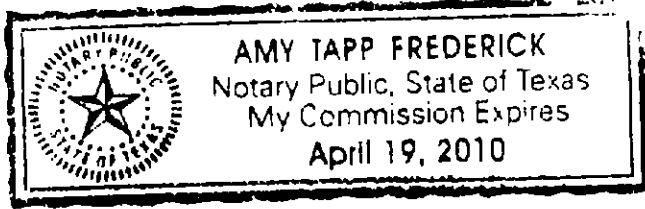
Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the day of 2nd Sept, 2008, by [Signature] of Travis County, Texas, known to me personally or on the basis of an approved form of identification, in the capacity stated.



[Signature]
Notary Public, State of Texas

My Commission Expires:
4/19/10
(Printed Name of Notary)

PROJECT
LOCATION

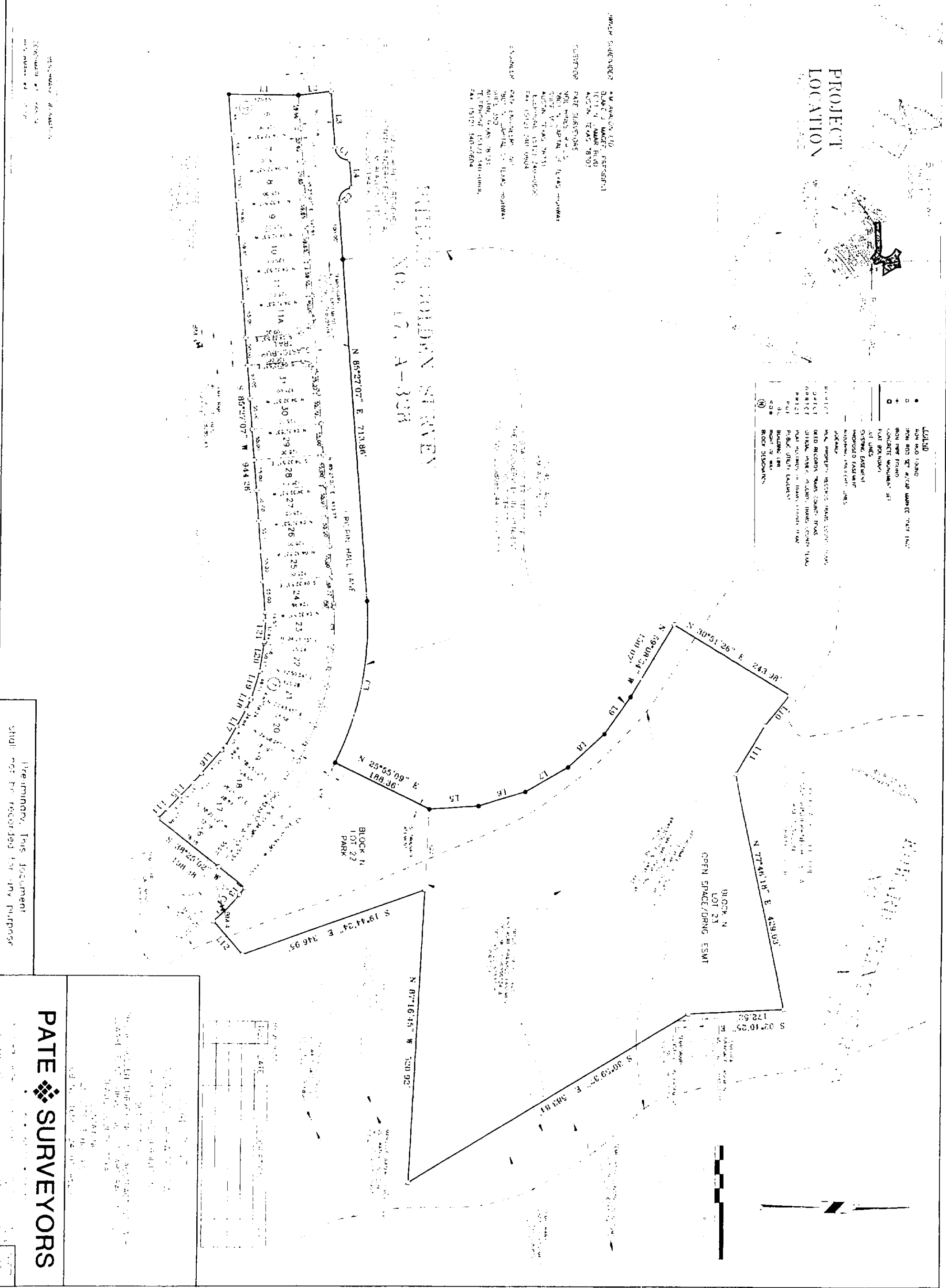
- EXISTING
- NEW
- ▣ CONCRETE MONUMENT SET
- ▬ UTILITY
- ▬ DISTINGUISH
- ▬ MONUMENTS
- ▬ PROPERTY
- ▬ RIGHT-OF-WAY
- ▬ BOUNDARY
- ▬ ROAD
- ▬ ROCK DISCOVERY

MILNER HOLLOW STREET
NO. 17, A-328

OWNER: MARY ANN LITTLE, DANA J. MAGEE, PERRIN L. LITTLE, AMAR BLAD
ADDRESS: TEXAS 75702

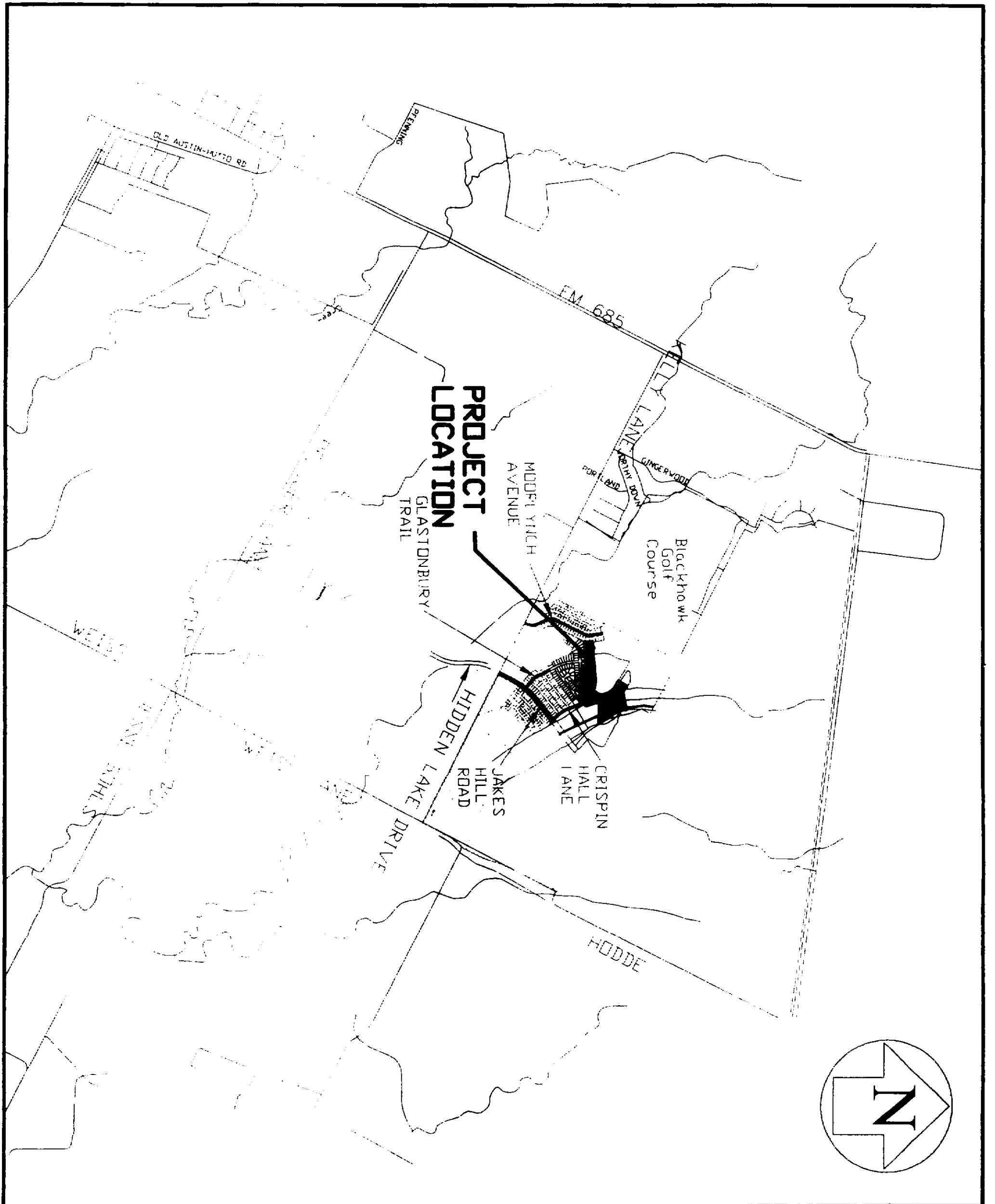
PROJECT: MIRE HILLS AND
REDEVELOPMENT OF TEXAS HIGHWAY
NO. 17, A-328
ADDRESS: TEXAS 75702

PROPERTY: 50% INTEREST IN TEXAS HIGHWAY
NO. 17, A-328
ADDRESS: TEXAS 75702
ELECTRICAL: (512) 540-6604
FAX: (512) 540-6604



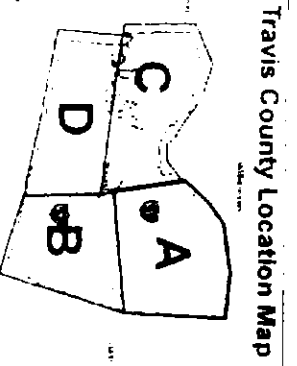
Preliminary. This document should not be recorded for any purpose.

PATE SURVEYORS
 2707 W. WILLOW STREET, SUITE 100
 FORT WORTH, TEXAS 76107
 PHONE: (817) 733-1111
 FAX: (817) 733-1112
 WWW.PATE-SURVEYORS.COM



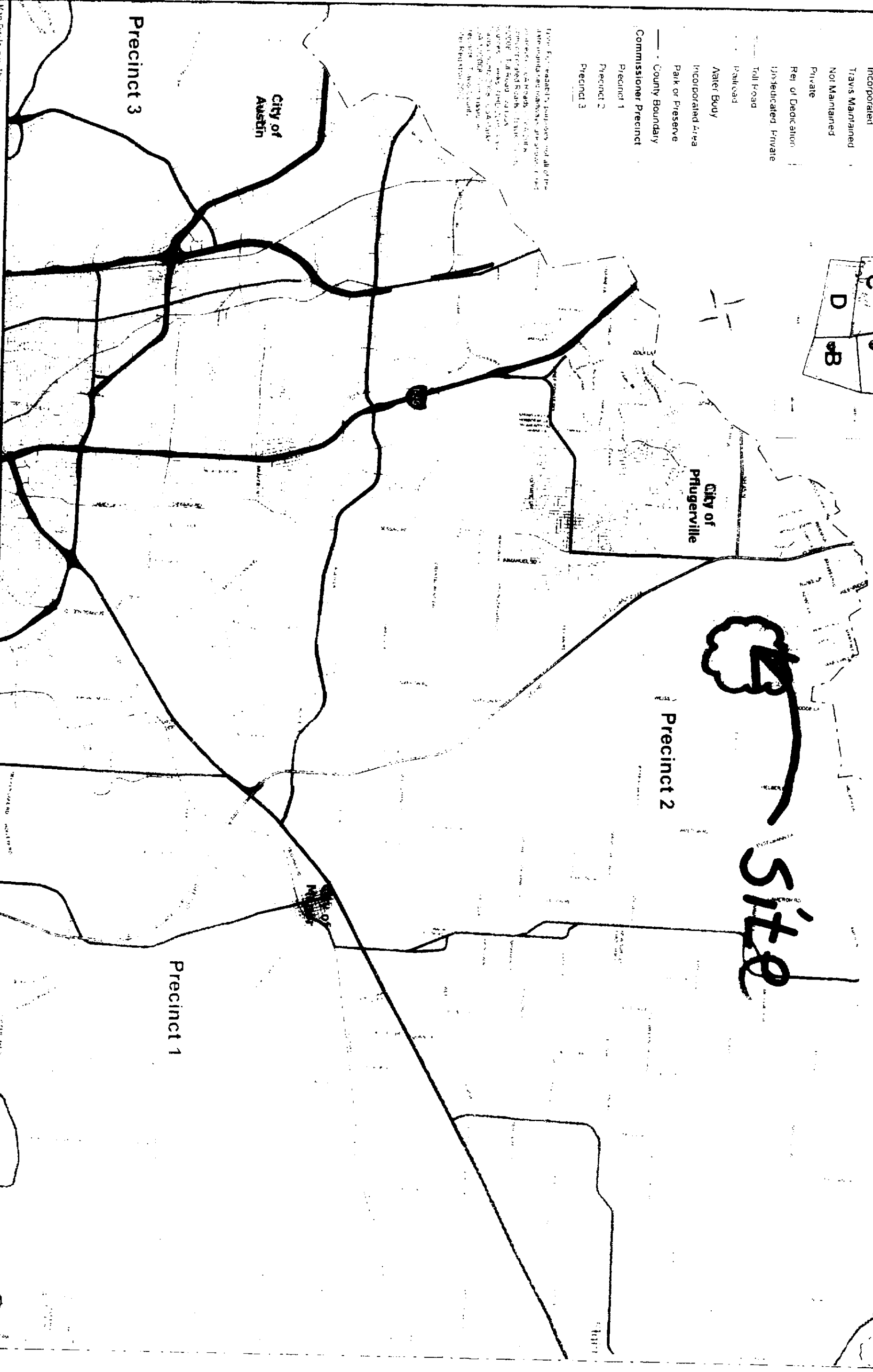
VICINITY MAP
N.T.S.

AVAILON, PHASE 7A



- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Rel. of Dedication
 - Undedicated Private
 - Toll Road
 - Railroad
 - Water Body
 - Incorporated Area
 - Park or Preserve
 - County Boundary
 - Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3

From: For readability purposes, not all of the information shown on this map is included. The information shown on this map is based on the most current information available. The information shown on this map is not intended to be used for legal purposes. The information shown on this map is not intended to be used for legal purposes. The information shown on this map is not intended to be used for legal purposes.



Precinct 3

City of Austin

City of Pflugerville

Precinct 2

Site

Precinct 1

Travis County Roadways, Map A

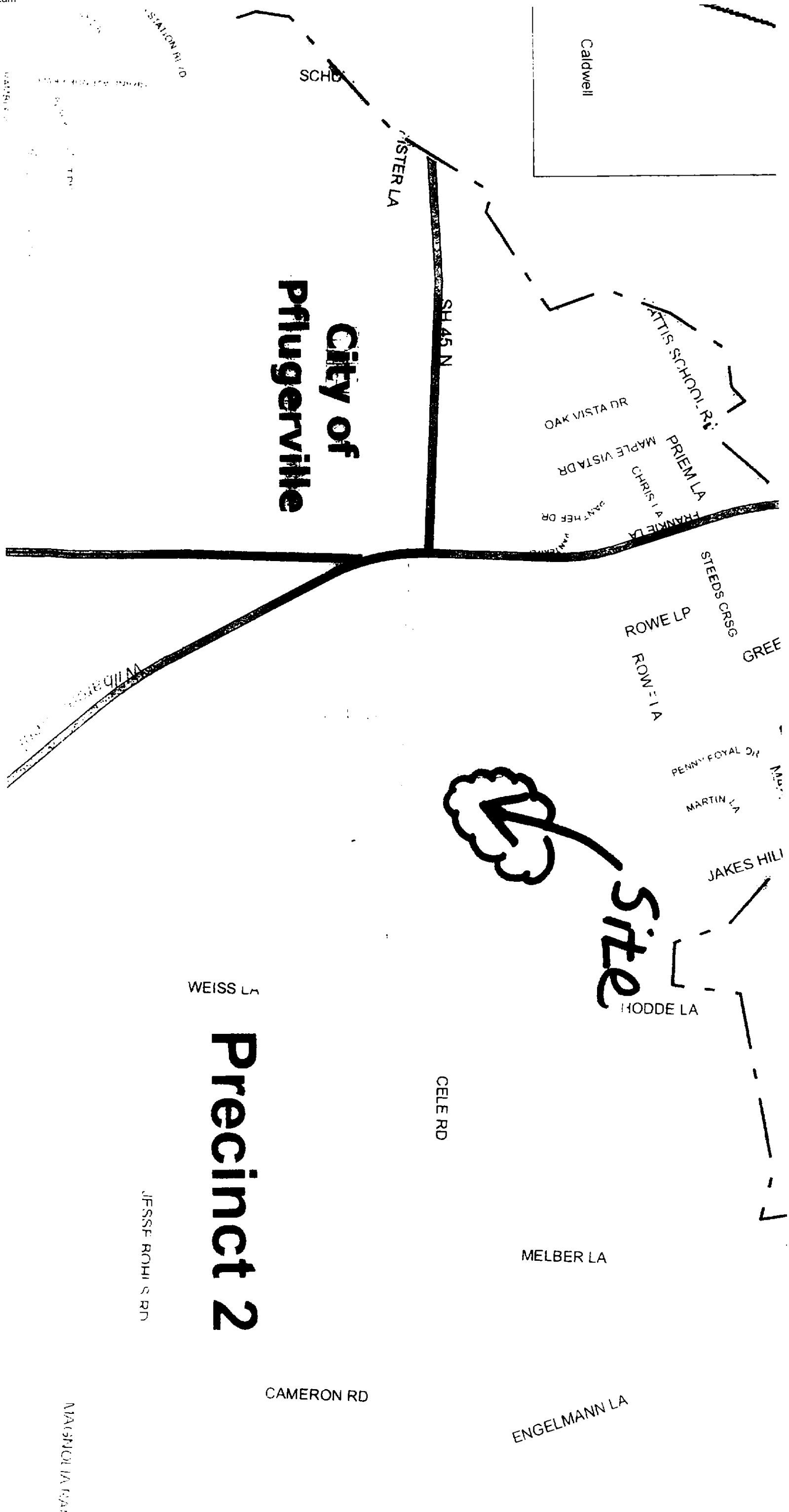
Map Disclaimer: This map was created for the Travis County Board of Commissioners. It is not intended to be used for legal purposes. The information shown on this map is not intended to be used for legal purposes. The information shown on this map is not intended to be used for legal purposes.

Text Scale:
 1 inch equals 1,000 feet
 1 inch equals 0.156 miles

0 1 2
 Miles

Map prepared by: Travis County Board of Commissioners
 Date: 12/16/08
 Project: Travis County Roadways, Map A

AVAILON, PHASE 7A



Travis County Commissioners Court Agenda Request

Voting Session December 16, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman
Signature of Elected Official/Appointed Official/
Executive Manager/County Attorney

Phone # 854-9383

B. Requested Text:

Consider and take appropriate action regarding the maintenance of signs and markings at three automated Capital Metro railroad crossings located on County maintained roads.

C. C. Approved by: _____
County Judge and Commissioners' Court

II. A. Backup memorandum and exhibits should be attached and submitted with the Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Don Ward -854-9317
- David Greear -854-7650

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

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

Human Resources Department (854 -9165)

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

Purchasing Office (854 -9700)

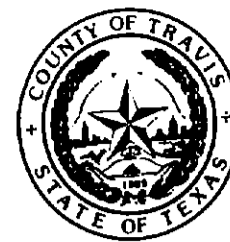
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854 -9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

RECEIVED
COUNTY CLERK'S OFFICE
DEC 10 11:54:42



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

December 9, 2008

MEMORANDUM

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Don Ward, P.E., Division Director, Road Maintenance and Fleet Services
SUBJECT: Capital Metro Railroad Crossing Maintenance

Proposed Motion:

Consider and take appropriate action regarding the maintenance of signs and markings at three automated Capital Metro railroad crossings located on County maintained roads.

Summary and Recommendation:

Three railroad signal projects funded by the Federal Railroad Signal Program will be installed by TxDOT crews on Travis County maintained roads. The Capital Metropolitan Transportation Authority will maintain the automated grade crossing warning devices (mechanical arms and flashing lights) once they are installed. The striping and static warning signs are to be maintained by County forces.

The construction plans for these three crossings on Daffan Lane, Horsethief Trail, and Littig Road will require the signature of the County Judge. The plans have been reviewed and approved by TNR staff.

Issues and Opportunities:

The installation of the automated railroad grade crossings will provide for a protected crossing and will improve the safety of said crossing.

Budgetary Issue:

Funding for the maintenance responsibilities of the static warning signs and striping will be minimal and can be absorbed into annual costs provided to the Road and Bridge Division.

Required authorizations:

If approved, County Judge Sam Biscoe will be required to sign the construction plans provided.

Exhibits:

Construction plans for at grade railroad crossings for Daffan Lane, Horsethief Trail, and Littig Road.

cc: Don Ward
Richard Duane
David Greear

Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Steiner Ranch Parkside and an Amendment to a License Agreement for Steiner Ranch Phase 1 Section 6B, a subdivision in Precinct 3.**

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

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

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

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

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

- | | |
|---|---------------------------|
| <input checked="" type="checkbox"/> Donald W. Ward - 854-9383 | Anna Bowlin - 854-9383 |
| David Greear - 854-9383 | Howard Herrin - 854-9383 |
| Scott Lambert - 854-9383 | Patricia Moreno -266-3314 |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

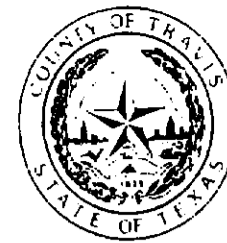
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: December 5, 2008
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet
SUBJECT: **A. Acceptance of dedication of Steiner Ranch Parkside**
B. First Amendment to License Agreement for Steiner Ranch Phase 1 Section 6B

A. Summary and TNR Staff Recommendation: Acceptance of dedication of Steiner Ranch Parkside

This subdivision was recorded September 30, 2003. This subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

This section is accessed from Quinlan Park Road, accepted for maintenance by Travis County. This action will add 1.16 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:

Exhibits:

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

December 5, 2008

Page 2

B. Summary and Staff Recommendation: License Agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into an Amendment to a License Agreement, with Steiner Ranch Phase 1 Section 6B, which will cover improvements in the right-of-way of any of the roads within Steiner Ranch Parkside, as well as Steiner Ranch Phase 1 Sections 6D and 6E. 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:

Because the First Amendment covers additional Licensed Property of only custom street signs and existing tree wells, no additional Security Deposit is required. The Security Deposit for Steiner Ranch Phase 1 Section 6B is \$1,554.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Steiner Ranch Master Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The First Amendment to License Agreement is the form previously approved by Commissioners Court.

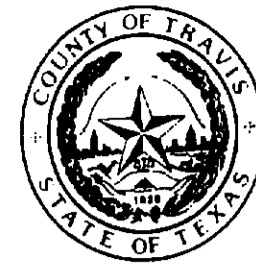
Exhibits:

First Amendment & Exhibit

DV:DWW:dv

1105 Steiner Ranch Parkside

1102 Steiner Ranch Parkside 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 26, 2008

TO:	Developer	Engineer
	<u>Taylor Morrison, Inc.</u>	<u>CunninghamAllen</u>
	<u>Taylor Woodrow</u>	<u>3103 Bee Caves Rd. #202</u>
	<u>805 Las Cimas Parkway, Suite 350</u>	
	<u>Austin, TX 78746</u>	<u>Austin, TX 78746</u>
	<u>Fax: 579-2234</u>	<u>Fax: 327-2973</u>

SUBJECT: Steiner Ranch Parkside

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

OTHER REMARKS:

None

BY:

TNR Construction Inspector – Patricia Moreno

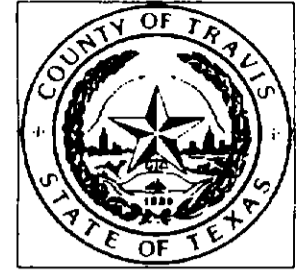
11-4-08

TNR Engineering Specialist – Darla Vasterling

TNR Division Director, Road and Bridge – Donald W. Ward

1102 Steiner Ranch Parkside
1105 Steiner Ranch Parkside

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 491Y

Steiner Ranch Parkside

Pct.# 3
Atlas No. L-05

RECORDED AT DOC#20030025400063 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 2/28/01

SUBDIVISION CONTAINS 5 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB & PVMNT GUTTER		
						PVMNT	PVMNT	GUTTER
1	Central Park	Quinlan Park to eyebrow to the west	497	0.09	60'	HMAC	36'F-F	Yes
2	Central Park	from eyebrow west and south back to Quinlan Park Rd	2077	0.39	50'	HMAC	28'F-F	Yes
3	Centenial Olympic Park	from Central Park to Central Park .	1097	0.21	50'	HMAC	28'F-F	Yes
4	Memorial Park	from Central Park to end of 50'R cul-de-sac	182	0.03	50'	HMAC	28'F-F	Yes
5	Lee Park Lane	from Central Park to end of 60'R cul-de-sac	505	0.10	50'	HMAC	28'F-F	Yes
6	Golden Gate Park	from Central Park south, west, north and back to Central Park	1747	0.33	50'	HMAC	28'F-F	Yes
7								
8								
9								
10								
11								
12								
			6105					


THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **168**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED **1-5**

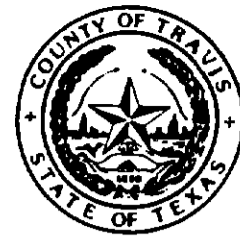
IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-11 TOTALING **1.16** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT **3**.

16-Dec-08
DATE


Donald W. Ward, P. E.
Division Director, Road, Bridge, and Fleet
TRANSPORTATION AND ENGINEERING SERVICES

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

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

Steiner Ranch Parkside

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

- 4/06/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- 4/06/06 2. Construction Summary Report. § 82.604(c)(1)
- 11/15/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/16/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.
- 11/28/05 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 6/15/07 7. A letter from Texas Board of Licensing and Regulation (or a Registered Accessibility Specialist) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 9/25/03 appld.
- 1/18/06 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 approve const. before recommending acceptance to Commissioners Court.**
- 4/06/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- Yes 10. Possible License Agreement for private improvements in public right of way.



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

June 5, 2007

Trish Lee
Development Coordinator
Taylor Woodrow Communities/Steiner Ranch, Ltd.
3405 Grimes Ranch Road
Austin, Texas 78732

Re: Parkside - sidewalks, cross walks and curb ramps
Steiner Ranch
Austin, TX 78732

RE-INSPECTION - NO VIOLATIONS

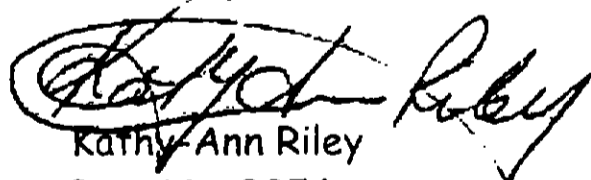
Dear Ms. Lee:

The reference project has been re-inspection to verify completion of corrective modifications. We are pleased to inform you that all items now appear to be in substantial compliance with the requirements.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,

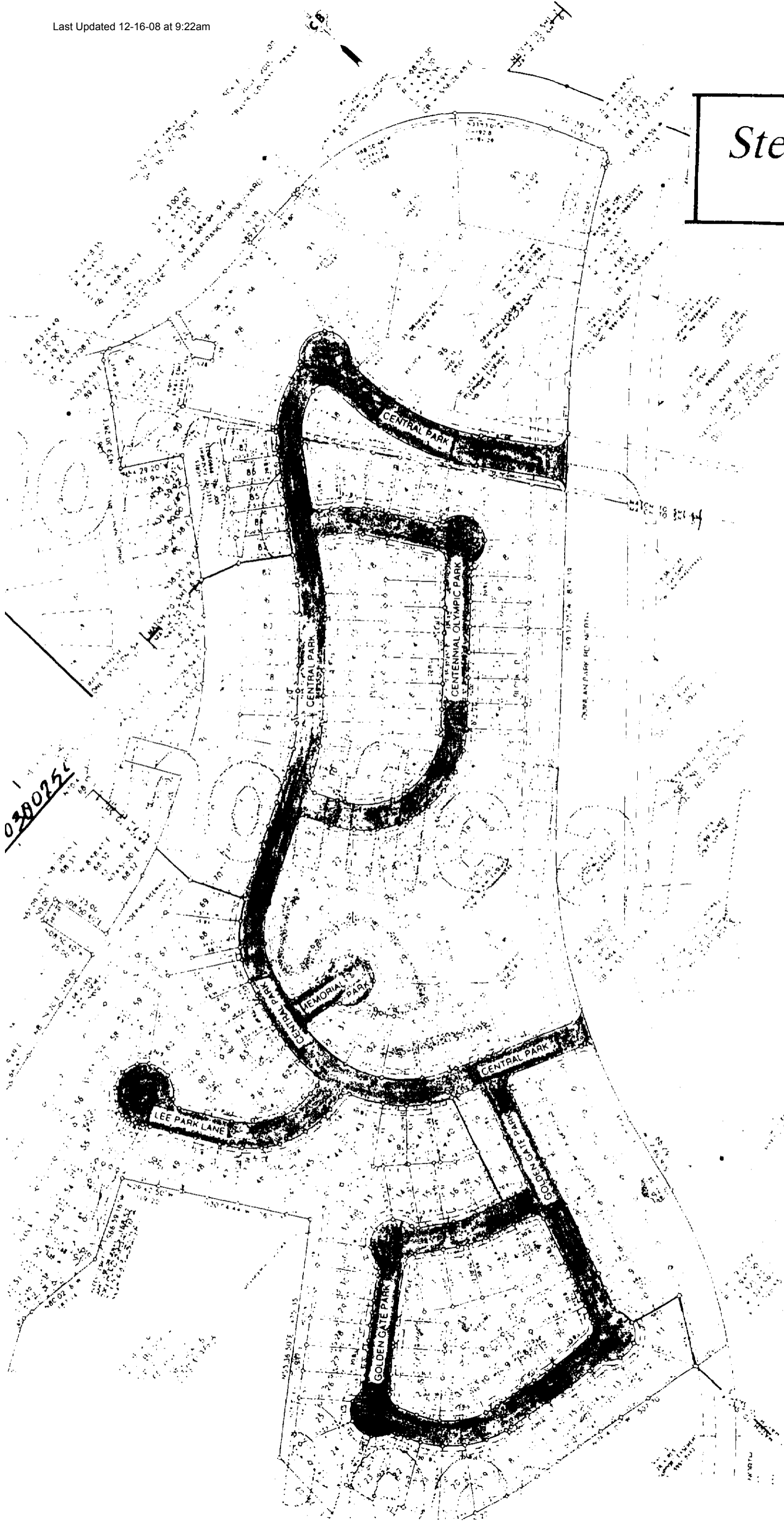

Kathy-Ann Riley
RAS No. 0254

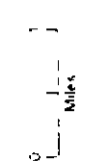
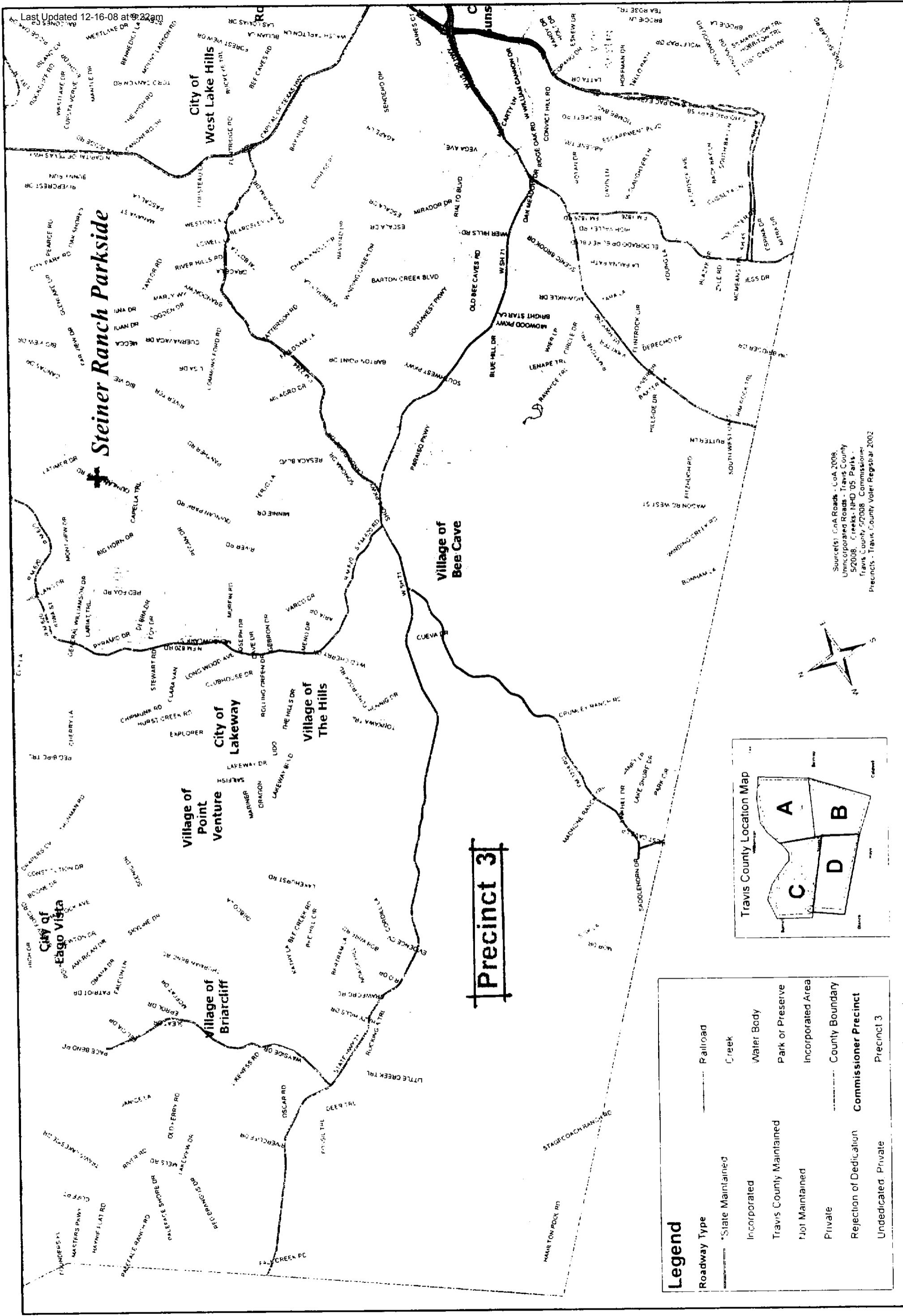
Enclosures

where everyone goes for accessibility solutions...

Steiner Ranch

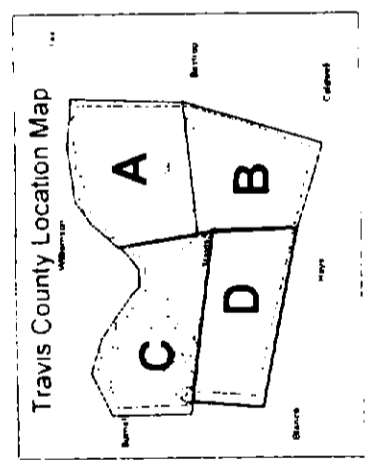
PARKSIDE





Travis County Roadways, Map D

Sources: CoA Roads - CoA 2008
Unincorporated Roads - Travis County
52008 - Creeks - NHD 05 Parks -
Travis County 5/2008 Commissioner
Precincts - Travis County Voter Registrar 2002



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

Note: For legibility purposes, not all State Maintained roadways are shown in red.
Map Disclaimer: This map was created by the Travis County Sign Crew for identifying Travis County maintained roadways. The data is provided as is, with no warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 546-9183.
Text Scale: 1 inch equals 1,000 miles, 1 inch equals 5,280 feet.

FIRST AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This First Amendment to License Agreement (the "First Amendment") is entered into effective as of the 5th day of December, 2008, (the "Effective Date") by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the "COUNTY") and the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of January, 18, 2008 and recorded March 12, 2008 as Document No. 2008038640 in the Official Public Records of Travis County, Texas, (the "License Agreement") whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the Public and located in Steiner Ranch Phase 1 Section 6B, a subdivision located in Travis County, being more particularly described at Document #200300001 in the Official Public Records of Travis County as defined in the License Agreement as the "Licensed Property"; and

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements, including custom street signs and retaining walls or tree wells (defined in the License Agreement as the "Improvements") in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the Public and located in Steiner Ranch Parkside, Steiner Ranch Phase 1 Section 6D and Phase 1 Section 6E, three subdivisions located in Travis County, being more particularly described in those certain plats as recorded as Document #200300254 ("Steiner Ranch Parkside"), Document #200300165 ("Steiner Ranch Phase 1 Section 6D"), and Document #200300323 ("Steiner Ranch Phase 1 Section 6E"); and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such custom street signs and retaining walls or tree wells as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public, each such road shall be defined herein as a "Dedicated Road" and all such roads shall be referred to herein collectively as the "Dedicated Roads") on the Steiner Ranch Parkside plat, the Steiner Ranch Phase 1 Section 6D plat and the Phase 1 Section 6E plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include Steiner Ranch Phase 1 Section 6D plat, the Steiner Ranch

Phase 1 Section 6E plat, and the Steiner Ranch Parkside plat; (ii) expand the definition of "Licensed Property" as set forth below; and (iii) modify the definition of "Improvements" to include the "Additional Improvements" (as defined below), all as set forth below.

NOW, THEREFORE, for no an additional Security Deposit, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include Steiner Ranch Phase 1 Section 6D plat, the Steiner Ranch Phase 1 Section 6E plat, and the Steiner Ranch Parkside plat, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this First Amendment.

2. The definition of "Improvements" is hereby modified to include such custom street signs and retaining walls or tree wells as the ASSOCIATION deems to be appropriate for the development of the Subdivision (the "Additional Improvements") as well as the existing improvements installed by the ASSOCIATION in the Licensed Property pursuant to the terms and conditions of the License Agreement prior to the Effective Date.

3. The Licensed Property is hereby amended to include the property shown on Exhibit "A" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivisions. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.

4. Paragraph 1 of the License Agreement is hereby modified to read as follows:

"Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property; provided, however, that any custom street signs and retaining walls or tree wells installed by the ASSOCIATION in the Licensed Property as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public."

5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this First Amendment unless expressly modified in this First Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this First Amendment.

6. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.

7. The Parties ratify and affirm the License Agreement in all respects as amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

STEINER RANCH MASTER ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
Name: James D. Plasek
Title: President
Authorized Representative

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on this the _____ day of _____, 2008, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires: _____

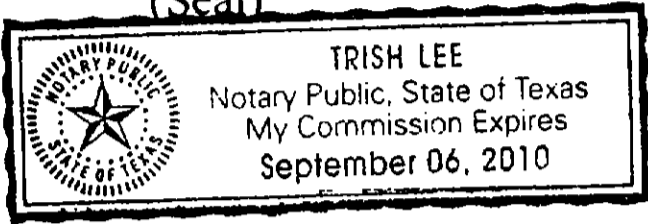
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 5th day of December, 2006, by James D. Plasek, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal)



Trish Lee

Notary Public in and for the State of Texas

TRISH LEE

Printed/Typed Name

My commission expires: SEPTEMBER 06, 2010

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
Attn. Mr. Scott Selman
12550 Country Trails Lane.
Austin, Texas 78732
Phone: 266-7553

S = 959.74
R = 594.00'
L = 87.15
C = 87.04
CB = S28°07'44"E

STEINER RANCH
PHASE ONE SECTION 6A
PLAT NO. 050324005

Lot 205
37.35 Ac
Block 4
Community Park

S = 1458.35'
R = 547.00'
L = 142.98
C = 142.57
CB = S25°38'04"E

Tract 1
2.08 Acres
New and 99' Lot
Doc. No. 99918644

Tract 2
2.28 Acres
Lateral Support Lot
Doc. No. 199918642

S = 2828.40'
R = 213.00'
L = 105.87'
C = 104.78
CB = S32°23'07"E

Tract 4
3.34 Acres
Lateral Support Lot
Doc. No. 199918643

S = 2102.56
R = 705.00
L = 260.00
C = 258.51
CB = S53°56'28"E

STEINER RANCH
PHASE ONE SECTION 6B
PLAT NO. 050324005

GRAPHIC SCALE
SCALE 1" = 100'
SEPTEMBER, 2002
TRAVIS COUNTY TEXAS

LEGEND:	
●	IRON ROD WITH CAP FOUND
○	IRON ROD WITH CAP SET
⊙	CONCRETE SPINDLE SET
⊠	CONCRETE MONUMENT SET
⊛	SET IN ROCK
—	PUBLIC UTILITY ESMT
—	DRAINAGE ESMT
—	WASTEWATER EASEMENT
—	BUILDING LINE
—	SIDEWALK LOCATION
—	WATER QUALITY
—	TRANSITION ZONE
—	CRITICAL WATER
—	QUALITY ZONE
—	100 YR FLOOD LINE
—	PREDECESSOR LINE AND SET-OFFSET LINE



PROJECT: STEINER RANCH
PHASE ONE SECTION 6B
JOB NUMBER: 05032400514052
DATE: MAY, 2002
SCALE: 1" = 100'
SURVEYOR: JOHN STRAWBRIDGE RPLS No 4283
TECHNICIAN: AJ
DRAWING: 050324_00514052_P1_Sec6:050324005-01
DESCRIPTION: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

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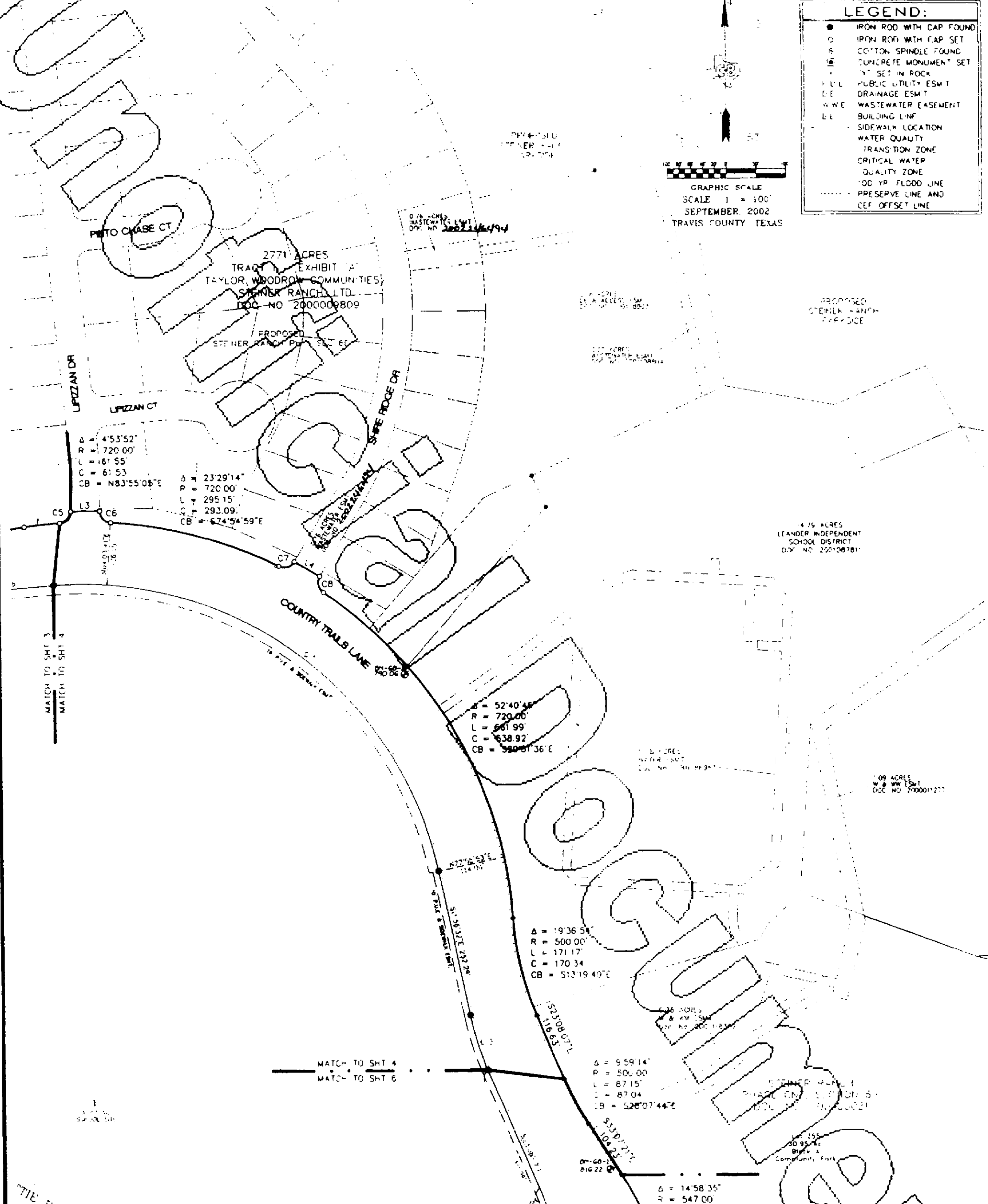
STEINER RANCH
PHASE ONE
SECTION 6B

SHEET
 6
 6
CB PLAT No.
050324005-01

Last Updated 12-16-08 at 9:22am

LEGEND:	
●	IRON ROD WITH CAP FOUND
○	IRON ROD WITH CAP SET
⊙	CONCRETE SPINDLE FOUND
⊕	CONCRETE MONUMENT SET
⊖	1" SET IN ROCK
⊗	PUBLIC UTILITY ESMT
⊘	DRAINAGE ESMT
⊙	WASTEWATER EASEMENT
⊚	BUILDING LINE
⊛	SIDEWALK LOCATION
⊜	WATER QUALITY
⊝	TRANSITION ZONE
⊞	CRITICAL WATER
⊟	QUALITY ZONE
⊠	100 YR FLOOD LINE
⊡	PRESERVE LINE AND
⊢	CEP OFFSET LINE

GRAPHIC SCALE
SCALE 1" = 100'
SEPTEMBER, 2002
TRAVIS COUNTY TEXAS



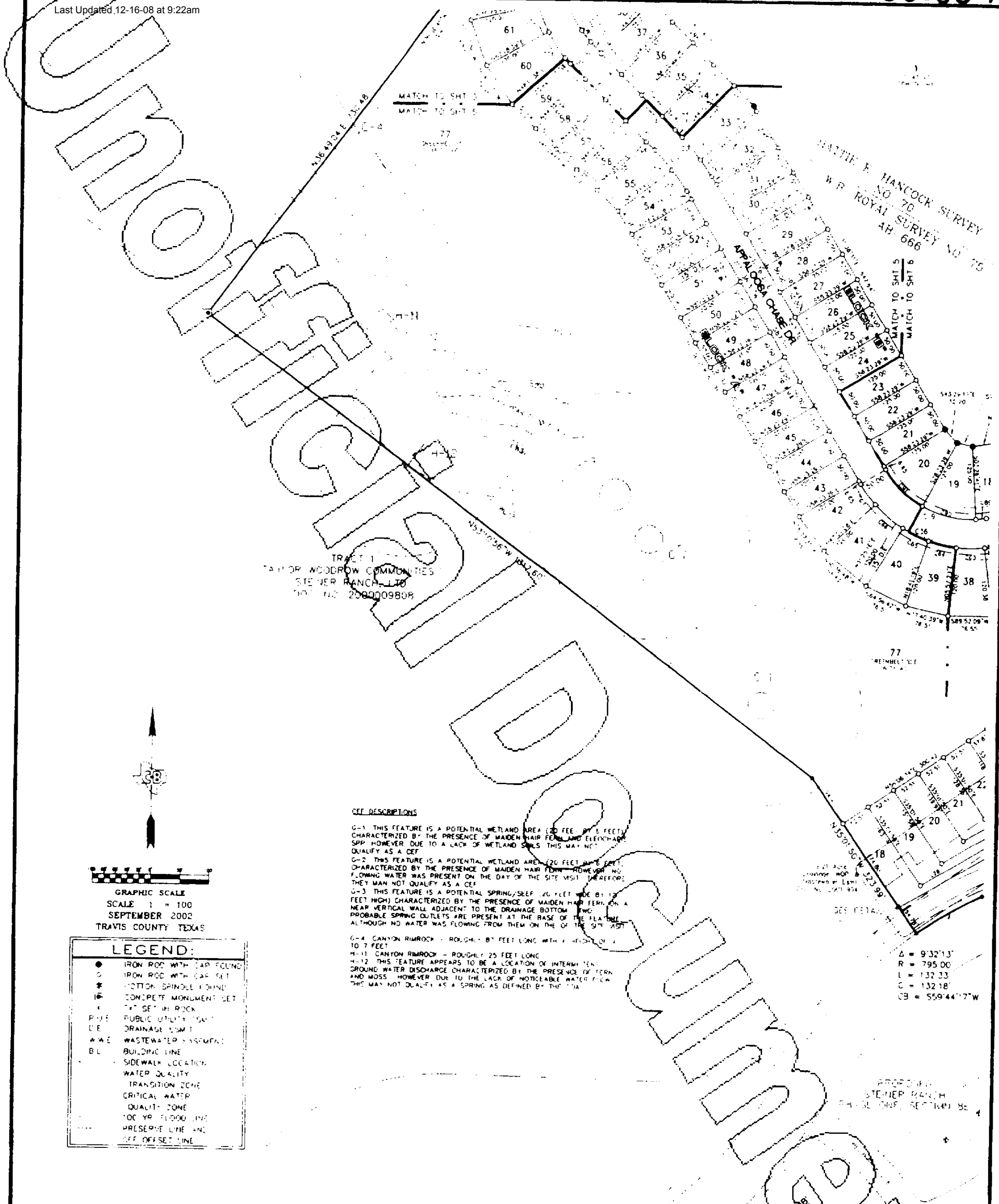
PROJECT: STEINER RANCH PHASE 1, SECTION 6B
JOB NUMBER: 05032400514052
DATE: MAY, 2002
SCALE: 1" = 100'
SURVEYOR: JOHN STRAWBRIDGE, RPLS No 4283
TECHNICIAN: AY
DRAWING: 050324_005_005_Ph1Sec6\050324005-01
DESCRIPTION: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

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STEINER RANCH
 PHASE ONE
 SECTION 6B

SHEET
 4
 OF
 6
 CB PLAT No.
 050324005-01



TRACT 1
TAYLOR WOODROW COMMUNITIES
STEINER RANCH, LTD
JOB NO. 20030009808

HATTIE F. HANCOCK SURVEY
NO. 70
W. R. ROYAL SURVEY NO. 70
AB. 666



GRAPHIC SCALE
SCALE 1" = 100'
SEPTEMBER 2002
TRAVIS COUNTY TEXAS

LEGEND:

●	IRON ROD WITH CAP FOUND
○	IRON ROD WITH CAP SET
⊛	NOTION SPINDLE FOUND
⊞	CONCRETE MONUMENT SET
⊠	1" SET IN ROCK
—	P.U.E. PUBLIC UTILITY LINE
—	D.E. DRAINAGE SYSTEM
—	W.W.E. WASTEWATER SYSTEM
—	B.L. BUILDING LINE
—	SIDEWALK LOCATION
—	WATER QUALITY TRANSITION ZONE
—	CRITICAL WATER QUALITY ZONE
—	100 YR. FLOOD LINE
—	PRESERVE LINE AND OFF-OFFSET LINE

CEE DESCRIPTIONS

- G-1 THIS FEATURE IS A POTENTIAL WETLAND AREA (20 FEET BY 5 FEET) CHARACTERIZED BY THE PRESENCE OF MAIDEN HAIR FERN AND ELEOCHARIS SPP. HOWEVER DUE TO A LACK OF WETLAND SOILS THIS MAY NOT QUALIFY AS A CEE.
- G-2 THIS FEATURE IS A POTENTIAL WETLAND AREA (20 FEET BY 5 FEET) CHARACTERIZED BY THE PRESENCE OF MAIDEN HAIR FERN. HOWEVER NO FLOWING WATER WAS PRESENT ON THE DAY OF THE SITE VISIT. THEREFORE THEY MAY NOT QUALIFY AS A CEE.
- G-3 THIS FEATURE IS A POTENTIAL SPRING/SEEP (20 FEET WIDE BY 10 FEET HIGH) CHARACTERIZED BY THE PRESENCE OF MAIDEN HAIR FERN ON A NEAR VERTICAL WALL ADJACENT TO THE DRAINAGE BOTTOM. TWO PROBABLE SPRING OUTLETS ARE PRESENT AT THE BASE OF THE FLAT WALL. ALTHOUGH NO WATER WAS FLOWING FROM THEM ON THE DAY OF THE SITE VISIT.
- G-4 CANYON RIMROCK - ROUGHLY 10 FEET LONG WITH A HEIGHT OF 4 TO 7 FEET.
- H-11 CANYON RIMROCK - ROUGHLY 25 FEET LONG.
- H-12 THIS FEATURE APPEARS TO BE A LOCATION OF INTERMITTENT GROUND WATER DISCHARGE CHARACTERIZED BY THE PRESENCE OF FERN AND MOSS. HOWEVER DUE TO THE LACK OF NOTICEABLE WATER FLOW THIS MAY NOT QUALIFY AS A SPRING AS DEFINED BY THE TDA.

Δ = 9'32"13'
R = 795.00'
L = 132.33'
C = 132.18'
CB = S59°44'17"W

PROPOSED
STEINER RANCH
PHASE ONE, SECTION 6B

PROJECT: STEINER RANCH PHASE ONE, SECTION 6B
JOB NUMBER: 05032400514052
DATE: MAY, 2002
SCALE: 1" = 100'
SURVEYOR: JOHN STRAWBRIDGE, RP.S. No. 4283
TECHNICIAN: AY
DRAWING: 05032400514052-01
DESCRIPTION: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

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**STEINER RANCH
PHASE ONE
SECTION 6B**

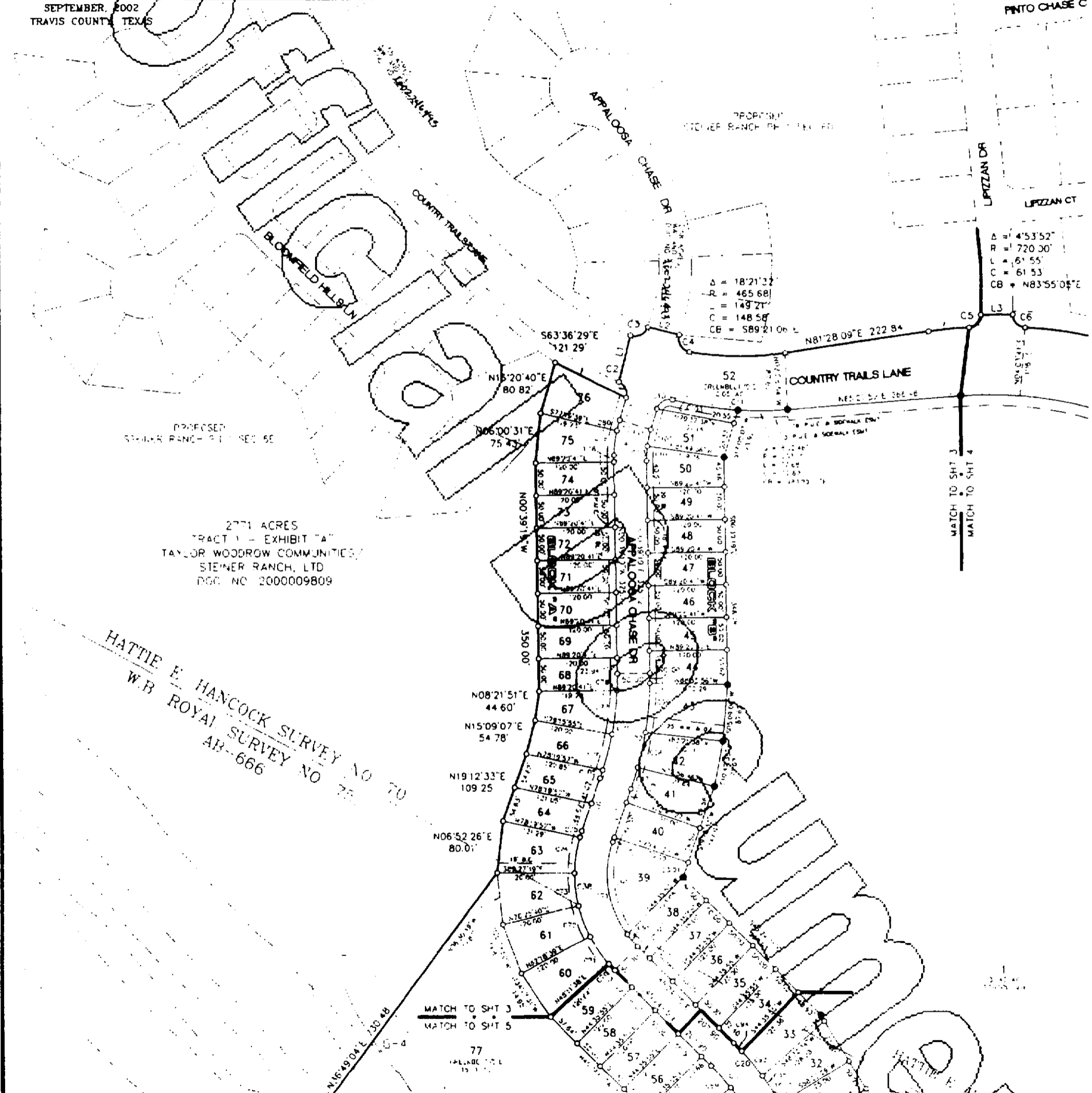
SHEET 5 OF 6
CB PLAT No. 050324005-01

Last Updated 12-16-08 at 9:22am

LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- COTTON SPINDLE FOUND
- CONCRETE MONUMENT SET
- ✦ 1" SET IN ROCK
- P.U.E. PUBLIC UTILITY ESM'T
- D.E. DRAINAGE ESM'T
- W.W.E. WASTEWATER EASEMENT
- B.L. BUILDING LINE
- S.L. SIDEWALK LOCATION
- W.Q. WATER QUALITY
- T.Z. TRANSITION ZONE
- C.W. CRITICAL WATER
- Q.Z. QUALITY ZONE
- 100 YR FLOOD LINE
- P.L. PRESERVE LINE AND
- O.F.S. OFFSET LINE

GRAPHIC SCALE
 SCALE 1" = 100'
 SEPTEMBER, 2002
 TRAVIS COUNTY, TEXAS



PROPOSED
 STEINER RANCH PHASE ONE SEC 6B

2771 ACRES
 TRACT 1 - EXHIBIT "A"
 TAYLOR WOODROW COMMUNITIES,
 STEINER RANCH, LTD
 DSC NO 2000009809

HATTIE E. HANCOCK SURVEY NO 75 TO 70
 W.B. ROYAL SURVEY NO AB-666

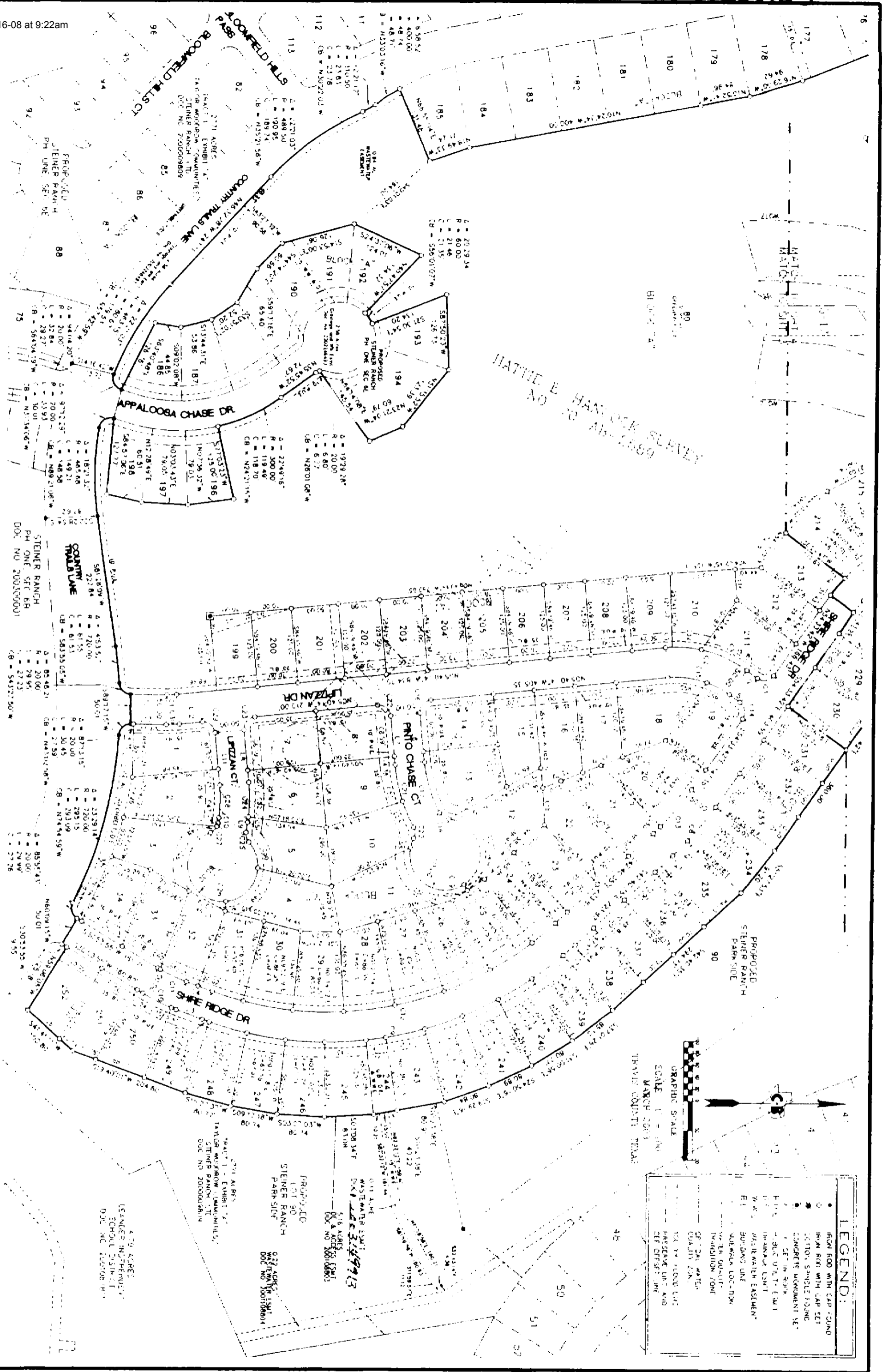
PROJECT: STEINER RANCH
PHASE 1, SECTION 6B
JOB NUMBER: 05032400514052
DATE: MAY 2002
SCALE: 1" = 100'
SURVEYOR: JOHN STRAWBRIDGE, R.P.S. No 4283
TECHNICIAN: AT
DRAWING: 050324_00514052_Ph1_Sec6_050324005_0'
DESCRIPTION: N/A
PARTYCHIEF: N/A
FIELDBOOKS: N/A

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**STEINER RANCH
 PHASE ONE
 SECTION 6B**

SHEET
 3
 of
 6
 CB PLAT No.
 050324005-01



6-08 at 9:22am

PROJECT: STEINER RANCH
 JOB NUMBER: 050324005-03
 DATE: JUL 20 2008
 SCALE: 1" = 100'
 SUBVEYOR: JOHN STEWART, P.E., REG. P. 4563
 TECHNICIAN: [blank]
 DRAWING: 050324005-03
 DESCRIPTION: 479 ACRES, 100' WIDE HIGHWAY EASEMENT
 PARTIALLY: [blank]
 FIELDBOOKS: [blank]

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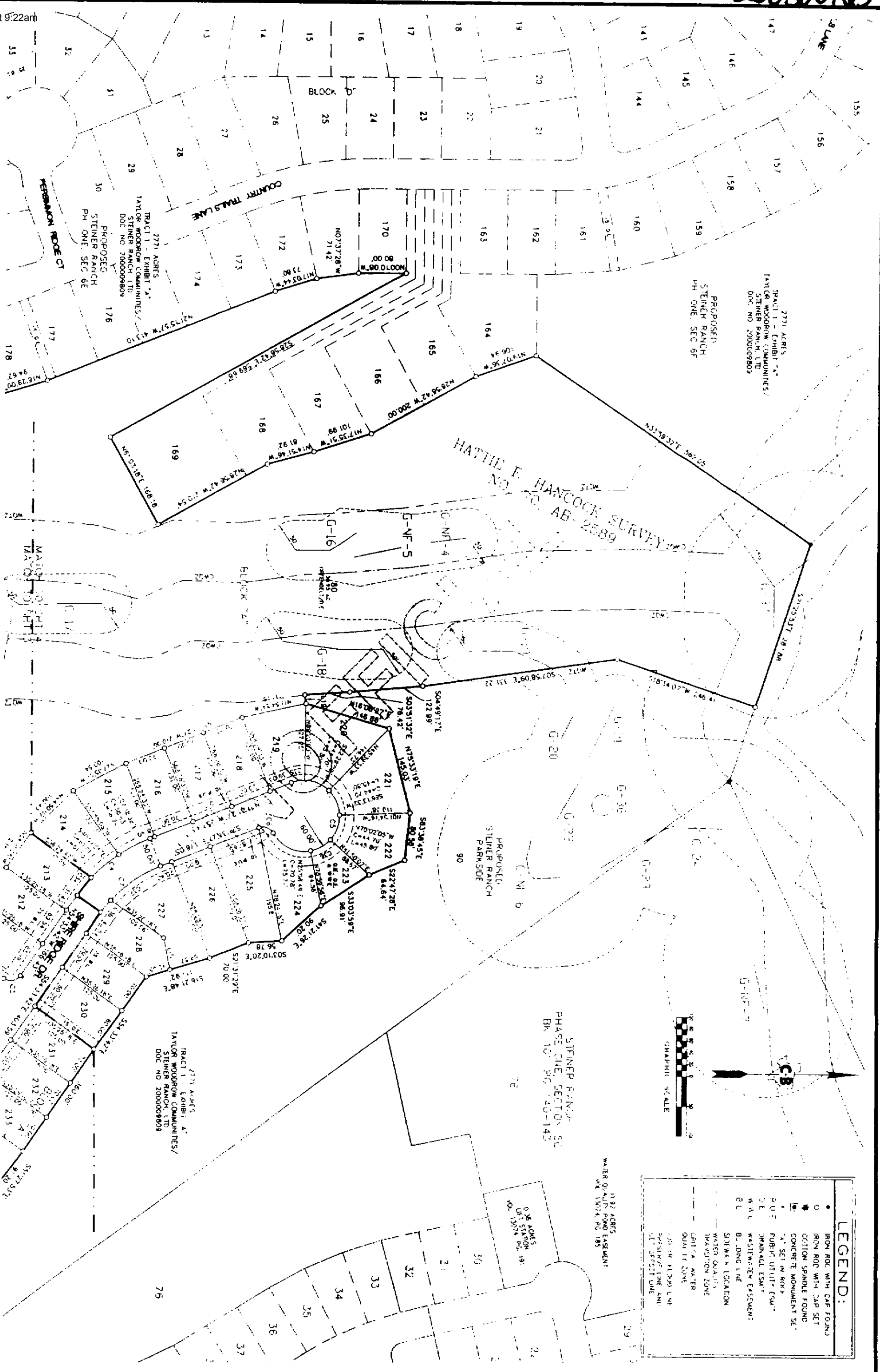
STEINER RANCH
PHASE ONE
SECTION 6D

SHEET
 3
 OF
 4

CR PLAT NO.
 050324005-03

25-02 2197-03

200320165



LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ⊙ GOTION SPINDLE FOUND
- ⊙ CONCRETE MONUMENT SET
- ⊙ * SET IN RIM*
- ⊙ PUBLIC UTILITY ESW*
- ⊙ DRAINAGE ESW*
- ⊙ WASTEWATER EASEMENT
- ⊙ B. DING LINE
- ⊙ SITE # & LOCATION
- ⊙ WATER QUALITY
- ⊙ WASTEWATER ZONE
- ⊙ CRIPPER WATER
- ⊙ QUALITY ZONE
- ⊙ 20' OR MORE LINE
- ⊙ SPPRINT LINE AND
- ⊙ UTILITY LINE



PROJECT: STEINER RANCH
 TRACT 1 - EXHIBIT 'A'
 TAYLOR WOODROW COMMUNITIES/
 STEINER RANCH, LTD.
 DOC. NO. 2000009809

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STEINER RANCH
 PHASE ONE
 SECTION 6D

SHEET
 4
 OF
 4

DATE: 05/14/03
 SCALE: 1" = 100'
 SURVEYOR: CHD REINHOLD, INC. (1976)
 DRAWING: 27A
 CHECKED: 27A
 FIELDBOOKS: 27A

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STEINER RANCH
 PHASE ONE
 SECTION 6D

CB PLAT No.
 050324005-03

050324005-03

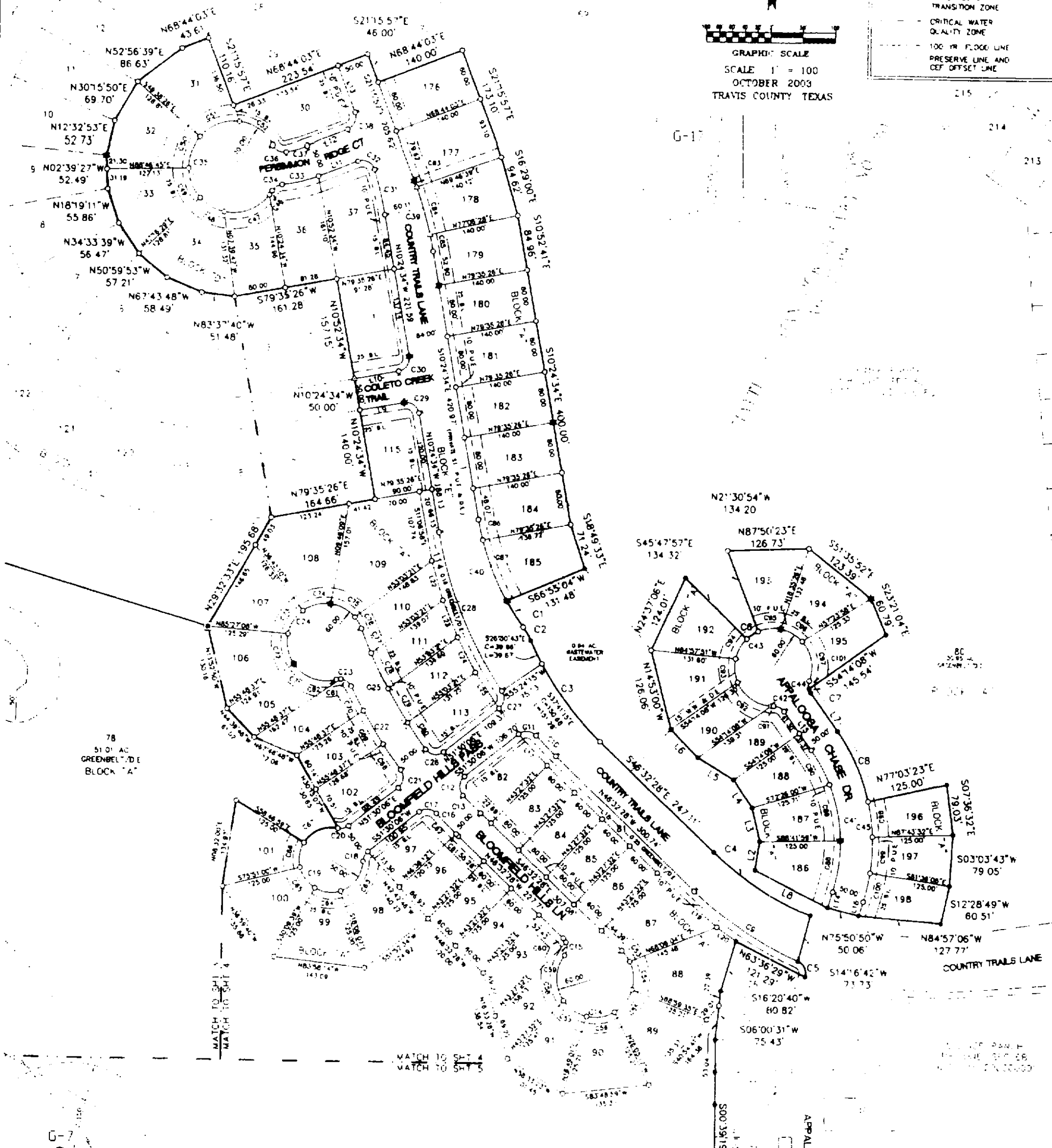
STEINER RANCH

PROPOSED
STEINER RANCH
2777 ACRES
TRACT L-1, EXHIBIT "A"
TAYLOR WOODROW COMMUNITIES,
STEINER RANCH LTD
DCE NO. 2000009809

LEGEND:

- IRON ROD WITH CAP FOUND
- IRON ROD WITH CAP SET
- ⊕ COTTON SPINDLE SET
- ⊖ PF NAIL SET
- ⊞ CONCRETE MONUMENT SET
- PUBLIC UTILITY ESM/T
- DRAINAGE ESM/T
- WASTEWATER EASEMENT
- BUILDING LINE
- SIDEWALK LOCATION
- WATER QUALITY TRANSITION ZONE
- CRITICAL WATER QUALITY ZONE
- 100 YR FLOOD LINE
- PRESERVE LINE AND DEF OFFSET LINE

GRAPHIC SCALE
SCALE 1" = 100'
OCTOBER 2003
TRAVIS COUNTY TEXAS



PROJECT: STEINER RANCH
PHASE 1, SECTION 6E
JOB NUMBER: 259003.02
DATE: OCTOBER 2003
SCALE: 1" = 100'
SURVEYOR: G. E. BUCHANAN, RPLS No. 4999
TECHNICIAN: RLM
DRAWING: Steiner Ranch\259003_P1\Sec6\Acad\FinalPlot
DESCRIPTION: P003-001
PARTYCHIEF: P. Caughey, D. Mayeux
FIELDBOOKS: 15

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Austin, Texas 78746-7995
P 512.891.3000
F 512.891.7212
www.cfxamerica.com

**STEINER RANCH
PHASE ONE
SECTION 6E**

SHEET
4
OF
5
CFX PLAT No.
259003-01

STEINER RANCH
PHASE ONE SECTION 48
BK 9B, PG 29-31

SCALE: 1" = 100'
JULY 2002
TRAVIS COUNTY, TEXAS

- LEGEND
- CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - MON. ROD FOUND
 - MON. ROD SET
 - CURB SPINDLE SET
 - P.W. NAIL SET
 - UTILITY NAIL SET
 - BUILDING LINE
 - EASEMENT
 - DRAINAGE EASEMENT
 - TYPICAL
 - PROPERTY LINE AND SET OFF LINE

$\Delta = 1418.35'$
 $R = 545.00'$
 $L = 135.11'$
 $C = 135.76'$
 $\Delta = 83'24.49"$
 $R = 20.00'$
 $L = 29.12'$
 $C = 26.61'$
 $CB = N77'08.21"E$

$\Delta = 13'00.29"$
 $R = 545.00'$
 $L = 123.73'$
 $C = 123.47'$
 $CB = S84'04.19"E$

$\Delta = 48'55.30"$
 $R = 455.00'$
 $L = 547.35'$
 $C = 514.94'$
 $CB = S56'06.48"E$

$\Delta = 85'48.52"$
 $R = 20.00'$
 $L = 29.95'$
 $C = 27.23'$
 $CB = S21'15.23"W$

$\Delta = 1472.35'$
 $R = 1761.14'$
 $L = 436.77'$
 $C = 435.65'$
 $CB = S56'38.41"W$

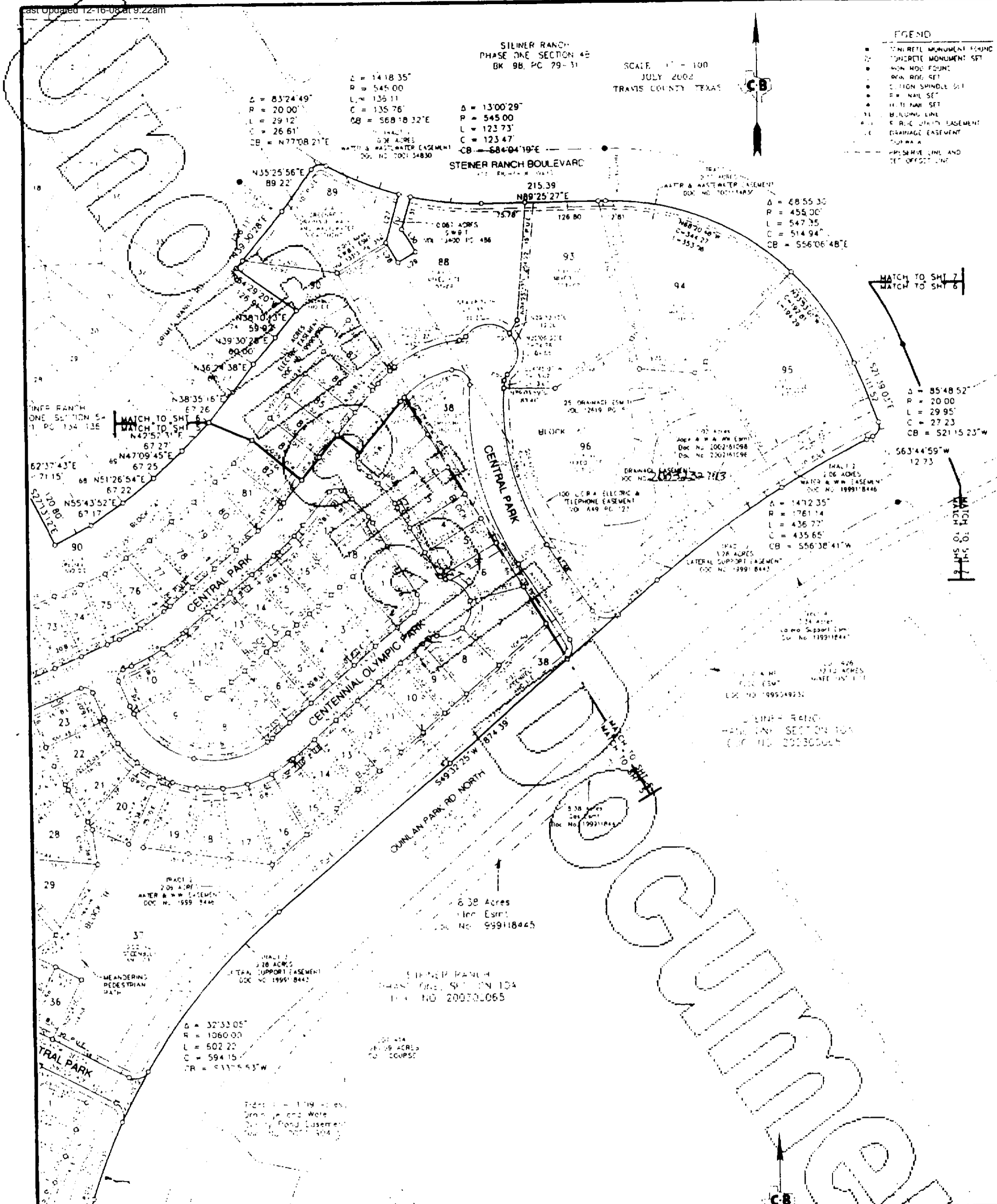
$\Delta = 32'33.05"$
 $R = 1060.00'$
 $L = 602.20'$
 $C = 594.15'$
 $CB = S11'55.53"W$

6.38 Acres
1100 Esmt.
Doc. No. 999118445

STEINER RANCH
PHASE ONE, SECTION 10A
BK. NO. 200301065

101.41A
26.09 ACRES
P.O. COUPSE

Tract 1 - 1.19 Acres
Drainage and Water
Right of Way Easement
Doc. No. 200301065



PROJECT	STEINER RANCH TOWN SQUARE
JOB NUMBER	050324004300
DATE	JUNE 2003
SCALE	1" = 100'
SURVEYOR	JAY L. WILLIAMS, P.E.
TECHNICIAN	SCOT C. OWENS
DRAWING	050324004300
DESCRIPTION	N.A.
PARTYCHIEF	N.A.
FIELDBOOKS	N.A.

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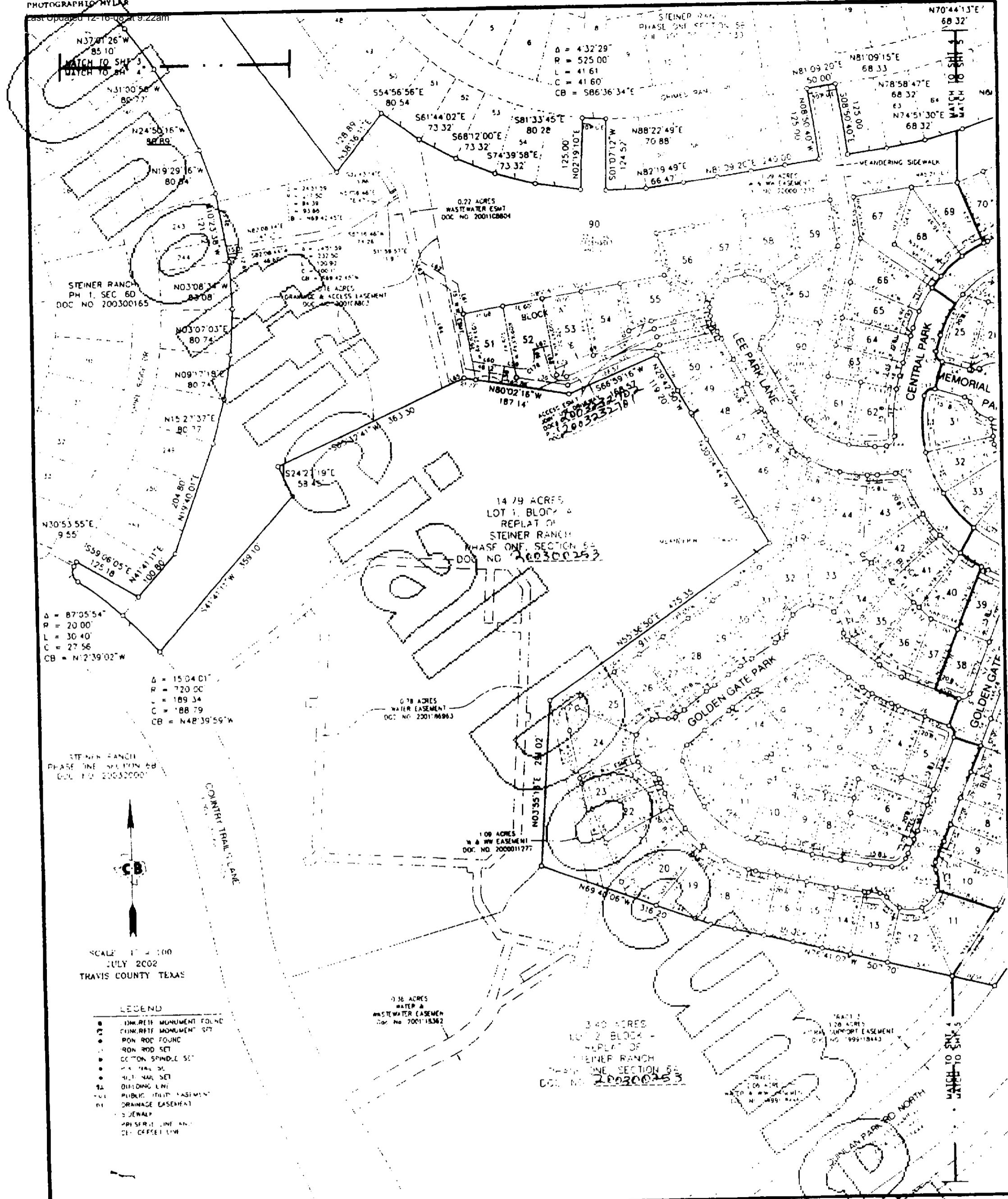
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Steiner Ranch
 PARKSIDE

SHEET
 6
 7
 CB PLAT No.
 050324004300

PHOTOGRAPHIC MYLAR
Last Updated 12-16-02 at 9:22am

N70°44'13"E
68 32'



$\Delta = 87^{\circ}05'54''$
 $R = 20.00'$
 $L = 30.40'$
 $C = 27.56'$
 $CB = N12^{\circ}39'02''W$

$\Delta = 15^{\circ}04'01''$
 $R = 720.00'$
 $L = 189.34'$
 $C = 188.79'$
 $CB = N48^{\circ}39'59''W$

STEINER RANCH
 PHASE ONE SECTION 56
 DOC NO 200320001



SCALE: 1" = 100'
 JULY 2002
 TRAVIS COUNTY TEXAS

LEGEND

- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- IRON ROD FOUND
- IRON ROD SET
- GUYTON SPINDLE SET
- 1/4" IRON ROD
- 1/2" IRON ROD
- BUILDING LINE
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- SIDEWALK
- PRESERVE LINE AND OFFSET LINE

0.36 ACRES
 WATER &
 WASTEWATER EASEMENT
 DOC NO 200118362

1.00 ACRES
 WATER &
 WASTEWATER EASEMENT
 DOC NO 2000011777

14.79 ACRES
 LOT 1, BLOCK 4
 REPLAT OF
 STEINER RANCH
 PHASE ONE, SECTION 56
 DOC NO 200300253

3.40 ACRES
 LOT 2, BLOCK 4
 REPLAT OF
 STEINER RANCH
 PHASE ONE, SECTION 56
 DOC NO 200300253

TRACT 1
 120 ACRES
 SUPPORT EASEMENT
 DOC NO 199918443

PROJECT	STEINER RANCH TOWN SQUARE
JOB NUMBER	350324004-4302
DATE	JUNE 2002
SCALE	1" = 100'
SURVEYOR	DAVE WILLIAMS, P.E. No. 3744
TECHNICIAN	SECT. 1 OWENS
DRAWING	050324004-004 Town Square 350324004-0
DESCRIPTION	5/24
PARTY CHIEF	N/A
FIELD BOOKS	N/A

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Consultants in Surveying, Engineering, Architecture, Construction Management, and Related Services

Steiner Ranch
 PARKSIDE

SHEET
 4
 OF
 7
 CB PLAT No
 050324004-01

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder STEINER RANCH MASTER ASSOCIATION
 Address of policyholder 12550 COUNTRY TRL
AUSTIN TX 78732-1605
 Location of operations SAME
 Description of operations HOMEOWNERS ASSOCIATION

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-LM-7437-4 L	Comprehensive Business Liability	11/20/08	11/20/09	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> DIRECTORS & OFFICERS: \$1,000,000 <input type="checkbox"/>		Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
90-LB-8142-5	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	11/20/08	11/20/09	Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
90-LM-7437-4 L	BUILDING	11/20/08	11/20/09	\$2,721,300
90-LM-7437-4 L	CONTENTS	11/20/08	11/20/09	\$34,500

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Nancy G. Callahan
 Signature of Authorized Representative

AGENT 12/3/2008
 Title _____ Date _____

Agent's Code Stamp

AFO Code 6306

Travis County Commissioners Court Agenda Request

Voting Session: Dec. 16, 2008
(Date)

Work Session: _____

I. A. Request made by: Joseph P. Gieselman, TNR Phone #: 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:
Consider and take appropriate action on Guidelines for Use or Disposition of Balcones Canyonlands Preserve Buildings and also approval for immediate removal of hazardous buildings.

C. Approved by: _____
Gerald Daugherty, Precinct 3 Commissioner

II. A. Backup memorandum and exhibits should be attached and submitted with the Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

John Hille, County Attorney's office
Jon White, TNR NREQ Division Director
Greg Chico, TNR
Leroy Nellis, PBO
Belinda Powell, PBO
John Carr, Facilities
Susan Spataro, Auditor

Cynthia McDonald, TNR
Sheryl Holder, TNR
Kevin Connally, TNR
Rose Farmer, TNR
Charles Williams, TNR
Amber Gosselin, TNR

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management Department (854-9165)

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

Purchasing Office (854-9700)

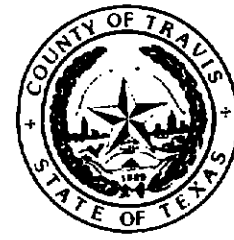
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy and Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

RECEIVED
DEC 16 2008
PM 3:43



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4648

December 16, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT:

Consider and take appropriate action on Guidelines for Use or Disposition of Balcones Canyonlands Preserve Buildings and also approval for immediate removal of hazardous buildings.

Summary and Staff Recommendation:

A. Discuss Buildings on the Balcones Canyonlands Preserve:

In 2003, the Travis County Commissioners' Court approved "Travis County - Guidelines for Real Property Assessment" (attached). The Guidelines provide a basic methodology for assessing county properties for disposition or retention. Following the assessment, the issue would then be brought to Commissioners Court for their decision.

When making decisions about disposition or use of Balcones Canyonlands Preserve (BCP) buildings or land, Travis County Natural Resources staff will work with other county departments using these "Travis County Guidelines for Real Property Assessment" plus additional information when bringing proposals to Commissioners' Court. These "Guidelines for Real Property Assessment" appear to be directed at decision-making on keeping or selling county assets and do not appear designed to provide guidance on use of existing buildings located on county land.

When properties are acquired by Travis County for inclusion in the BCP, they occasionally contain existing buildings. Though the buildings are not the purpose of the preserve acquisition, they sometimes just come with the land. Besides decisions on disposition or retention through lease or sale under these "Travis County - Guidelines for Real Property Assessment", the BCP will also need to also make decisions on use of existing buildings. This will include decisions on which Travis County should keep and maintain, which to leave

as is and not maintain, and which need to be removed for health or safety reasons. There will be costs involved for any of these options.

B. Immediate Recommendations:

Tear Down of Stratton and Bunten Buildings - Staff recommend the immediate removal of several BCP buildings due to hazardous or health and safety conditions. The Bunten Tract (BCP) contains three dilapidated buildings that all contain asbestos (two houses and a shed). The Stratton Tract (BCP) contains three structures (house, carport, and wooden construction pole barn) that are dilapidated, have been vandalized, can no longer be locked or secured, and which are located adjacent to an apartment complex. These buildings should be torn down immediately since they contain hazardous conditions and pose a health and safety threat to staff and the public. Since these are located in endangered species habitat, these buildings will need to be removed during the non-nesting season from Sept. 1 – Feb. 28. If approved for removal, these will be ready for removal prior to March 1, 2009. Funding for the removal of these structures will come from allocated BCP management funds.

Lease/Sell Mirtsching Building – Staff recommend that an assessment be conducted using the “Travis County - Guidelines for Real Property Assessment” for the possible lease or sale of a 3,305 square foot house on the Mirtsching Tract (BCP). The County acquired this parcel in 2006 to secure an all-weather access road from FM2769 to the Preserve and to try to ensure that this in-holding did not present a threat to the surrounding preserve. The 2.5-acre Mirtsching Tract is surrounded on all 4 sides by the preserve. A formal assessment will need to be completed to determine if a sale or lease is desirable, however staff feels that this house will not likely provide current or future BCP program uses given its size, location, access issues, and parking limitations. The house is in good repair, though minor cosmetic repairs are needed. Selling or leasing the house soon while it is still in good repair would benefit Travis County. Since acquisition in 2006, TC Facilities Maintenance has been maintaining the pump that provides water for the house but has not done any maintenance on the house. Travis County may choose to sell the house and a small yard (possibly 1/2 acre total) and retain the remainder of the original tract to protect the endangered species habitat surrounding the house and to ensure County access from FM2769. In addition, staff recommends the addition of restrictive covenants in favor of the County to prevent damage to the preserve from changes in development uses, from the planting of invasive plants that may impact the preserve, from uncontrolled pets in the preserve, erosion, etc.

C. Background on BCP Land Acquisition Selection Criteria:

The Balcones Canyonlands Conservation Plan (BCCP) partners must protect in the BCP a minimum of 30,428 acres plus 62 caves under the terms of the U.S. Fish and Wildlife Service Regional Permit #PRT-788841. The Preserve protects 2 endangered songbirds, 6 endangered cave invertebrates, and 27 species of concern as mitigation to allow for the loss of their habitat to development in western Travis County. Travis County currently manages 5,430 acres of Balcones Canyonlands Preserve land.

Selection criteria for acquisition of Travis County BCP land is based on:

- Quality of habitat for endangered species

- Landowner willingness to sell property
- Affordability of property
- Availability of funds to
- Location of property – inside or adjacent to Preserve boundaries or contiguous to other BCP lands and habitat
- Degree of threat from development
- Manageability and accessibility
- USFWS concurrence
- Ability of landowners to deliver clear title

D. Guidelines for Use or Disposition of BCP Buildings:

There are currently 20+ buildings located on Travis County’s BCP land including the Natural Resources Field Office, equipment sheds, several usable houses, dilapidated old farm houses and buildings, sheds, pump houses, etc. The only buildings currently maintained by TC Facilities Maintenance include the Natural Resources Field Office and the 3 pump houses/pumps that provide water to the office and usable houses. Risk Management has already been informed about all BCP buildings for insurance purposes. For other buildings that Travis County decides to keep and maintain, these buildings will need to be added to the TC Facilities Maintenance maintenance list, to the Auditor’s list of County Assets, and added to the PBO list for budget funding.

TNR Natural Resources staff will do an assessment of each building based on the following “Assessment Criteria” and will make recommendations using the following “Use and Disposition Categories”. This assessment of BCP Buildings will be provided to Purchasing, Planning and Budget Office, TC Facilities Maintenance, Risk Management, Auditor’s Office, County Attorney’s office, ITS, and TNR. Decisions regarding use and disposition as well as maintenance of BCP buildings will be discussed and coordinated with these departments. All major decisions such as building demolition, lease/sale, or activities requiring major costs will be brought to the Commissioners’ Court for approval. Prior to the acquisition of additional BCP land containing buildings, an assessment of each building will be completed and information provided to the Commissioners’ Court.

Assessment Criteria for BCP Buildings - the use or disposition of a building will be based on:

- Does it support the purpose of the BCP and does not conflict with the terms and conditions of the federal BCCP permit?
- Does the size and type of building meet the current BCP program uses and potential future program uses (based on TNR Executive Manager/NREQ Division Director approval for current office space needs, approved projects/programs, and also possible future uses that would justify maintaining a building for possible future uses. Current and future uses may include office space, equipment storage, wildlife management activities, volunteer or educational activities, use by researchers, Ranger residence, etc.)?
- Is the building in good condition?

- What are the costs for needed repairs or maintenance or to tear it down and is this a good use of county funds?
- Are there funds available for needed repairs, maintenance or removal?
- Are there public health and safety factors including hazardous conditions, asbestos, liability risks in an unsecured building subject to vandalism, etc.?
- Is the building accessible and does it have the needed parking?
- Is it architecturally or historically significant?
- If to be leased or sold, is the new use compatible with BCP uses?

Use and Disposition Categories for BCP Buildings:

<p>Keep and Maintain</p>	<ul style="list-style-type: none"> - Supports the purpose of the BCP and does not conflict with the terms and conditions of the federal BCCP permit. - Meets current BCP program uses and potential future program uses. - Building or structure in good repair, needing little in the way of attention or financial resources to be maintained, and with only regular or ongoing maintenance issues to be addressed. - Needs attention that can be performed by TC Facilities Maintenance or by a contractor; plus regular or ongoing maintenance issues to be addressed. - Needs significant repairs which can be performed by TC Facilities Maintenance or by a contractor; regular maintenance done by TC. - Must factor in the cost of use, maintenance and repairs. <p>(includes houses and storage buildings in good repair that could be used for offices, storage, or other uses such as future Ranger residences if the Commissioners Court determines that this is an acceptable use on Preserve lands etc.)</p>
<p>Don't Maintain</p>	<ul style="list-style-type: none"> - Building is dilapidated or would require significant repairs and costs, but does not pose a health or safety threat. These may include old stone or wooden buildings that do not meet program needs and which would likely cost more to remove than the danger they poses to staff or the public. - Does not conflict with the purpose of the BCP or conflict with the terms and conditions of the federal BCCP permit. - Building does not meet a current or future BCP program need. <p>(includes old stone buildings, wooden storage buildings and old farm structures)</p>
<p>Tear Down</p>	<ul style="list-style-type: none"> -Building or structure that does not meet a current or future BCP program needs, or is a health or safety hazard to staff or the public, or would require a significant expenditure to restore. - The costs for needed repairs or maintenance are not a good use of county funds. - Must consider costs of remediation and removal. <p>(includes old houses in poor repair, structures with asbestos, and buildings that will become a health and safety problem in time, etc.).</p>

Lease/Sell	<ul style="list-style-type: none"> - Does not support the purpose of the BCP or conflict with the terms and conditions of the federal BCCP permit. - Needs repairs or maintenance with costs beyond what the county is willing to spend and that do not benefit Travis County. - Building does not meet a current or future BCP program need and has monetary value. This may include a recommendation to lease or sell just a building or sell both building and land. (includes buildings that are not needed for preserve office, storage or other BCP/county uses). - Must consider county costs for doing a lease or sale. Must also consider the costs of retention including maintenance and repairs. - Must consider compatibility with BCP uses.
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This assessment will follow the “Assessment Criteria” and “Guidelines for Use or Disposition of BCP Buildings” listing currently-owned buildings with current and future costs for repairs, maintenance, utilities, mowing, and security. It will include information on buildings recommended to Keep and Maintain, Don’t Maintain, Tear Down, or Lease/Sell with a justification for the recommendation, the recommended outcome of each, and authorizations needed. Recommendations for Tear Down and Lease/Sell will include information on the disposal process for these county assets (structure alone or sell land along with a structure) and associated costs with information on authorizations, sale auction/bid process, cost of demolition/disposal, timing, restrictions (residential use, no invasive plants, pet controls, and other restrictive covenants), and appraisal.

Attachments:

- 1) Travis County – Guidelines For Real Property Assessment

Required Authorizations:

Joe Gieselman, TNR Executive Manager

JW:JPG:RF

0905 BCCP Administration

- cc:
- John Hille, Travis County Attorney’s office
 - Susan Spataro, Travis County Auditor
 - Leroy Nellis, Travis County Planning and Budget Office
 - Belinda Powell, Travis County Planning and Budget Office
 - John Carr, Travis County TC Facilities Maintenance
 - Jon White, Travis County NREQ Division Director
 - Cynthia McDonald, TNR
 - Greg Chico, TNR
 - Sheryl Holder, TNR
 - Rose Farmer, TNR
 - Kevin Connally, TNR
 - Charles Williams, TNR
 - Amber Gosselin, TNR

TRAVIS
COUNTY

GUIDELINES FOR REAL PROPERTY ASSESSMENT



- 1) Ascertain Form of Ownership
- 2) Identify Encumbrances
- 3) Evaluate Potential County & Public Need
- 4) Analyze Current and Future Value
- 5) Assess Disposition Costs
- 6) Assess Retention Costs
- 7) Develop Action Alternatives
- 8) Make Recommendation to Commissioners' Court

1) **Ascertain Form of Ownership**

Research real property records at County Courthouse & elsewhere

- A. deeds
- B. subdivision files
- C. title search / chain of title review

2) **Identify Encumbrances**

- A. Financial
 - a. Research method of acquisition
 - i. Commissioners Court minutes
 - ii. Bond covenants
 - b. Source of purchase funds
- B. Legal
 - a. Restrictive covenants & use
 - b. Reverter clauses
 - c. Disposition constraints
- C. Physical
 - a. Government development code(s)
 - b. Floodplain issues
 - c. Physical characteristics
 - d. Land use compatibility

3) **Evaluate Potential County and Public Need**

- A. Travis County Master Plan Review
- B. Survey Pertinent County Departments
- C. Consider Public and Quasi-public Requests

4) **Analyze Current and Future Value**

- A. Current Value
 - a. Determine Sales Price
(via appraisal or opinion of value)

- b. Determine Lease Rate
(via brokerage and market survey)
- B. Future Value
 - a. Project future sales price
 - i. Market trends (supply / demand)
 - ii. Feasibility
 - iii. Absorption rates
 - iv. Inflation
 - v. Appreciation / Depreciation
 - vi. Other value influences (such as governmental planning, area development, utilities, etc.)
 - b. Project future lease rate
 - i. Market trends (supply / demand)
 - ii. Absorption rates
 - iii. Inflation (as impact finish-out costs)
 - iv. Other value influences (such as governmental planning, area development, utilities, etc.)

5) **Quantify Disposition Costs**

- A. Sale or Exchange of Asset
 - a. Appraisal and Appraisal review expense
 - b. Marketing expense (Advertising, Signage, Public Notice, Brokerage Commissions, etc.)
 - c. Closing expenses
- B. Lease Asset
 - a. Marketing expense (Advertising, Signage, Public Notice, Brokerage Commissions, etc.)
 - b. Finish-out / Tenant Improvement expense
 - c. Risk Management Issues
 - d. Ongoing Landlord Operating cost

6) **Quantify Retention Costs**

- A. Ongoing Operating Expense
- B. Ongoing Maintenance Expense
- C. Risk Management Issues
- D. Loss of Ad valorem Tax Revenue (tax roll impact)
- E. Opportunity Cost (Foregoing alternative asset use)

7) **Develop Action Alternatives / Options**

- A. Delay Disposition
- B. Sell or Exchange Asset
- C. Lease Asset
- D. Retain Asset
- E. Any combination of the above 4

8) **Make Recommendation to Travis County Commissioners' Court**

22

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: December 16, 2008

Work Session: _____

(Sign) _____

- I. A. Request made by: Joseph Gieselman, Executive Manager Phone # 854-9383
- B. Requested Text: Consider and take appropriate action regarding the transfer of 826.546-acre Volente Mitigation Tract from Grason Volente Investments, LTD., to Travis County and acceptance of operation and maintenance responsibility to be managed as part of the Balcones Canyonlands Preserve.

C. Approved by: _____
Gerald Daugherty, County Commissioner, Precinct 3

- 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 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:

Greg Hammonds (512) 684-3881
 David Hartman (512) 225-1704
 Jeffrey Hubenak (512) 305-4807
 Carol Joseph, John Hille, Jon White, Rose Farmer, Cynthia McDonald, Greg Chico, Kevin Connally, Jennifer Brown, Donna Williams-Jones (TNR)

Bill Seawell, USFWS (512)-490-0057

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 item budget
- _____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

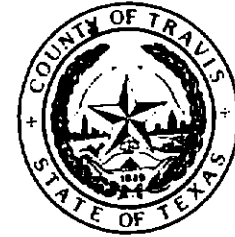
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits 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.

RECEIVED
COUNTY CLERK'S OFFICE
08 DEC 10 PM 3:11



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4648

December 16, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Consider and take appropriate action regarding the transfer of 826.546 acre Volente Mitigation Tract from Grason Volente Investments, LTD., to Travis County and acceptance of operation and maintenance responsibility to be managed as part of the Balcones Canyonlands Preserve.



Summary and Staff Recommendation:

A. Fee Simple Transfer

Grason Volente Investments, Ltd. wishes to transfer fee simple ownership of an 826.546 acre mitigation tract to Travis County's Natural Resources Program to be managed under the terms and requirements of the Balcones Canyonlands Conservation Plan (BCCP). This tract, located off of FM 2769 northeast of the Village of Volente, was set aside as mitigation for development under an individual 10(a)1(b) permit (# TE 806831) issued by the U.S. Fish and Wildlife Service (USFWS) to Grayson Volente Investments, Ltd. County staff has inspected the property, negotiated operation and management terms with the developer and worked out details of the land transfer and management requirements for the Tract to be incorporated into the Balcones Canyonlands Preserve (BCP, see Purchase Contract attached).

The Volente Mitigation Tract provides habitat for the Golden-cheeked warbler (*Dendroica chrysoparia*) and consists primarily of upper plateaus and canyon areas. The Tract is located in the Cypress Creek Macrosite and had been set aside by the developer since 1996 as the mitigation for the loss of endangered species habitat associated with the authorized development.

This preserve acreage is already included in the current quantification of the BCP acreage totals and therefore acceptance by Travis County will not achieve a net decrease in the remaining acquisition acreage obligation. However, accepting ownership of this land offers Travis County the opportunity to manage it in a manner that ensures the success of the BCCP permit. This management obligation is justified by the need for uniform, high quality land management on this Tract. The USFWS has given notice of their approval and support of this transfer.

B. O&M Funding

Short term funding for Operation and Management (O&M) of the Mitigation Tract will be paid by Grayson Volente to Travis County as described in the Purchase Contract. Long term funding for management of the mitigation tract will come from Travis County's Tax Benefit Financing (TBF) mechanism established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit.

The short term O&M funding to be paid at closing will include \$47,632 in "Annual Costs" to pay for ongoing staffing and equipment, \$22,130 in One time costs at the start for biological and patrol vehicles/equipment and development of the required tract Land Management Plan, and \$146,624.15 to pay for preserve boundary fences. These "Basic Land Management" costs are needed in order to manage this tract to meet the terms and conditions of the BCCP permit and Land Management Plan.

Long term funding will be paid using the BCCP's Tax Benefit Financing mechanism which is a funding source for Travis County that provides funding for Preserve land acquisition and long term land management as established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. Once the "Total Improvement Value" on the Grayson Volente development property reaches \$18 million, this will generate TBF funds to Travis County sufficient to cover the "Basic Land Management Costs" for the Volente Mitigation Tract. Once this value has been reached, the developer payments for land management will cease.

C. License for Resident Access and O&M

In addition, there is an option for residential access that would provide additional payments to Travis County. Under this Purchase Agreement, Grayson Volente Ltd. will retain a "License for Resident Access" that will allow the Volente Homeowners Association (HOA) the option of having access for the Volente development residents to two trails within the preserve that total about 3 miles. Prior to the start of this Access License, the HOA would notify Travis County a minimum of 6 months in advance of their wish to exercise this option. This notification would then trigger the HOA to begin paying Travis County the additional access management costs, install trail access gates with access controls, implement any trail improvements, and submit a Trail Plan for Travis County approval describing the system of training/permitting for the residents, describe how they would operate the trail access program, and how they will maintain the trails. Access will limit the residents strictly to the approved trails. Initiating this process would require that the HOA submit a Trail Plan for Travis County approval which will include design and construction of the trails and trailheads with access controls, a description of how the trail access program would be operated, how required training and/or permitting for the residents would be implemented and enforced. Exercising this option also requires the HOA to make additional annual trail access operations and management payments to Travis County to offset the additional County expense associated with monitoring and managing the habitat near these trail systems. Access will limit the residents strictly to the approved trails and only during the non-nesting season for the endangered GCWA.

From this early notification period forward, the HOA would be required to remit the following "Access Management Costs" over and above the "Basic Land Management Costs": \$47,632 in

Annual Costs and \$22,130 in One Time Costs. This six month early notification will allow Travis County time to provide additional staffing and equipment needed to manage this Access program which will involve coordination with the HOA, reviewing trail plans, working with the HOA on a resident training program, coordination of gate and sign installation, and a monitoring program once access has started to ensure safety of the residents and to ensure no damage to the preserve species or habitats occur. Because no “take” of the endangered species is allowed by the BCCP permit, this access would be monitored closely to ensure that it would not threaten the permit.

D. Other Contract Details

There is a 2-acre a Life Estate with one single family home within the Mitigation Tract. An existing agreement between Grayson Volente, Inc. and the owner of this Life Estate will succeed closing in which Grayson pays lifetime annual monthly payments and continues their responsibility for obligations until the term of the agreement expire and all requirements for the life estate agreement are met. Once the life estate expires, Grayson Volente’s USFWS permit requires them to remove the house. Travis County assumes no cost or responsibilities regarding this Life Estate.

Travis County will assume the obligations of landlord under a “Cell Tower Lease Agreement” and will receive monthly revenues. Half of this revenue will be paid out to the Life Estate owner under a previous “Kimbro Letter Agreement”. This issue has been discussed with the Travis County Auditor’s Office who will be responsible for handling these revenues and payments.

There are a number of easements within the Mitigation Tract which were allowed and included in the Seller’s 10a permit issued by USFWS. These easements will succeed closing and include road easements, water line easements, easements for improvements to an existing detention pond to allow for drainage from the development, and a power line easement. Additionally, there is an easement for a 55-acre surface drip irrigation area allowed within the Mitigation Tract. The system will be installed and maintained by a 3rd party and will be installed under the tree canopy with the goal of continuing to support endangered species habitat. There are two small in-holdings that are not part of the Mitigation Tract that will house a water treatment plant and a pump station.

E. Preserve Management Requirements

The O&M Costs negotiated for this contract were based on the staffing and equipment needed to manage the 826.546 acre Mitigation Tract as part of the Balcones Canyonlands Preserve under the terms and conditions of the BCCP 10a permit, the Interlocal agreement between Travis County and the City of Austin, and the 2007 BCP Land Management Plan. Under this Purchase Contract Agreement the developer is transferring their 10a permit management obligations to Travis County to ensure that these Preserve lands are managed to USFWS standards.

In order to manage to these standards, management activities by staff will include creation of a Land Management Plan; management of ; new boundary fence installation; monitoring of developer construction of back-of-lot fencing on all preserve boundaries; baseline biological survey of all significant biological features (endangered species habitat, sensitive areas, creeks,

springs, caves, rare plants, etc); GIS mapping of all roads, trails and environmental features; developing and conducting a 100 ac. GCWA census plot and conducting GCWA presence/absence surveys; maintaining roads and trails for staff use; manage populations of deer, feral hogs, brown-headed cowbirds, and red imported fire ants; management and oversight of developer activities on all easements to prevent damage from erosion and sedimentation; oversight of the installation and operation of the 55 ac. drip irrigation area; oversight and prevention of potential damage to the preserve during clearing and construction of the Grayson Volente development which is uphill of all preserve land.

If and when the License for Resident Access HOA is initiated, additional staff time will be required to ensure the safety of the residents and also to ensure the protection of the preserve species and habitats. This will require additional staff time for BCP staff patrols, Park Ranger support, coordination with the HOA on trails, resident training, gates, signs, policies and procedures, monitoring for increased trespass issues, and additional monitoring of the endangered species and trail areas to ensure that there is no damage to the preserve.

Funds from this agreement will be held in the BCP Fund 038 account and TNR will recommend to the Commissioners' Court any changes in staffing levels needed to meet these management needs.

F. Summary and Staff Recommendation

Staff recommends acceptance of this Mitigation Tract for inclusion in the Balcones Canyonlands Preserve and feels an acceptable arrangement has been negotiated to cover the County's O&M costs in the short term until the improvements on the Grayson Volente development begin to generate sufficient funds through the Tax Benefit Financing mechanism to pay for the long term management of the Preserve Tract. This management obligation is justified by the need for uniform, high quality land management on this Tract ensuring that the County's obligations under the terms and conditions of the BCCP are met in full.

Background:

The BCCP is a regional habitat conservation plan created to protect eight endangered species and numerous other species of concern that exist in western Travis County. The BCCP permit requires that a minimum of 30,428 acres within designated preserve acquisition areas be set aside and managed as mitigation for loss of protected species and their habitat elsewhere in the County. Additionally, 62 significant karst features and populations of rare or unique plant species found within the preserve are also targeted for protection. As co-permit holders, the City of Austin and Travis County are jointly responsible for ensuring compliance with the Permit terms and conditions. The regional permit allows for the incidental take of two endangered migratory songbirds (golden-cheeked warbler and the black-capped vireo) and six karst invertebrates.

The "Tax Benefit Financing" (TBF) mechanism is a funding source for Travis County that provides funding for Preserve land acquisition and long term land management as established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. The TBF redirects a percentage of the regular property taxes paid from the "Total Improvement Value" on properties that have benefited from the BCCP.

This “Total Improvement Value” is designated by Travis Central Appraisal District for the improvements constructed on the tract and does not include increases in the value of the land. In FY2009, the TBF generated approximately \$8 million to support BCP land acquisition with a small percentage currently funding staffing/land management. Once all the BCCP Permit acquisition requirements have been met, this annual funding will be reduced to cover the long term operation and management costs of the county’s Balcones Canyonlands Preserve.

Budgetary and Fiscal Impact:

Short term funding for Operation and Management (O&M) of the Mitigation Tract will be paid to Travis County by Grayson Volente Ltd. including annual payments, one-time payment, and funding for boundary fencing. Long term funding for management of the mitigation tract will be paid by Travis County’s Tax Benefit Financing mechanism established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. When the Volente Home Owners Association chooses to exercise their retained “License for Resident Access”, funds will be received from the HOA to support these additional Travis County access management responsibilities. Funds received will be made available for preserve equipment needs. TNR will recommend to the Commissioners’ Court any changes in staffing levels needed to meet these management needs.

Attachments:

1. Grayson Volente Purchase Contract and Warranty Deed

905 BCCP Administration

cc: Jennifer Brown, TNR
Greg Chico, TNR
Kevin Connally, TNR
Cynthia McDonald, TNR
Rose Farmer, TNR
Greg Hammonds, Grayson Volente, Ltd.
David Hartman, Attorney
John Hille, Assistant County Attorney
Jeff Hubenak, Attorney
Carol Joseph, TNR
Bill Seawell, USFWS
Jon White, TNR NREQ Division Director
Donna Williams-Jones, TNR

**TRAVIS COUNTY
PURCHASE CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS CONTRACT OF SALE ("Contract") is made by and between GRASON VOLENTE INVESTMENTS, LTD., a Texas limited partnership ("Seller") and, TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas, ("Buyer"), hereinafter sometimes collectively referred to as the "Parties" or individually as a "Party," for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

Background Information

- A. Seller is the owner of approximately 1,100.00 acres of real property in Travis County, Texas, more particularly described in the attached **Exhibits "A" and "B"** (referred to herein as the "Permitted Tract"). The U.S. Fish and Wildlife Service ("USFWS") issued an Endangered Species Act Section 10(a)(1)B Federal Fish and Wildlife Permit No. TE 806831, as amended, hereinafter referred to as the "Specific Permit." The Specific Permit allows, among other things, for the incidental "taking" of the golden-cheeked warbler and black-capped vireo on the Permitted Tract and adjacent property covered under the Specific Permit. Condition 11.G. of the Specific Permit requires the permittee under the Specific Permit to convey in fee simple approximately 827 undeveloped acres ("Mitigation Tract") to Travis County or other conservation entity as approved by USFWS.
- B. Buyer is a party to the Interlocal Cooperation Agreement dated August 3, 1995 between Travis County ("Buyer," herein) and the City of Austin implementing the Balcones Canyonlands Conservation Plan Shared Vision (the "Regional Plan"). The Regional Plan is outlined and described in the "Habitat Conservation Plan and Environmental Impact Statement" dated March, 1996, between the City of Austin and Travis County. The City of Austin and Travis County are referred to in the Regional Plan as the "Permit Holders" and are sometimes referred to in this Conservation Easement collectively as the "Regional Plan Permit Holders." The Balcones Canyonlands Coordinating Committee (the "Coordinating Committee") is an entity which was created pursuant to Section 791.013 of the Texas Government Code and established by Travis County and the City of Austin to implement and administer the Regional Plan.
- C. The Mitigation Tract is in a substantially undisturbed natural and open space condition, and USFWS has determined that the Mitigation Tract contains natural habitat of the golden-cheeked warbler and black-capped vireo. The golden-cheeked warbler and black-capped vireo have been listed as endangered species under the Federal Endangered Species Act of 1973, as amended, 16 USC Section 1531 et seq. (the "Act").
- D. The Coordinating Committee administers the Regional Plan under the terms of the regional permit issued by USFWS under its Permit No. PRT 788841 on May 2, 1996 (the "Regional Permit"). In accordance with the Regional Plan and under the terms of the Regional Permit, the Regional Plan Permit Holders operate and maintain a regional endangered species habitat preserve known as the Balcones Canyonlands Preserve (the "Regional Preserve").
- E. In accordance with Condition 11.G. of the Specific Permit, Seller now desires to convey the Mitigation Tract to Buyer on the terms and conditions set forth herein, and Buyer agrees to accept the Mitigation Tract conveyed hereunder on the terms and conditions set forth herein for inclusion in the Regional Preserve under the terms of the Regional Plan and in accordance with the Regional Permit.
- F. Seller shall retain and reserve on or against the "Mitigation Tract" at Closing all of the following:

- (i) a license for use by any and all future residents upon the Permitted Tract which is not included within the Mitigation Tract and which is more particularly described in **Exhibit "B"** attached hereto (the "Retained Tract"), and their accompanied invitees and guests, only over certain trails over and across the Mitigation Tract (the "Approved Trails") as more particularly shown on the sketch map attached as **Schedule D-1** to the form of Special Warranty Deed attached hereto as **Exhibit "C"** and upon the terms and conditions set forth and described in **Schedule D-2** to the form of Special Warranty Deed attached hereto as **Exhibit "C"** (collectively the "Approved Trails License"), with all rights of such residents and their accompanied guests to utilize the Approved Trails pursuant to the terms of the Approved Trails License being herein called the "Reserved Rights," with such license creating and evidencing the Reserved Rights being permanent and irrevocable except as otherwise expressly provided in **Schedule D-2** to the form of Special Warranty Deed attached hereto as **Exhibit "C"**;
 - (ii) an "open space" use restriction upon the terms and conditions set forth in **Schedule E** to the form of Special Warranty Deed attached hereto as **Exhibit "C"** (the "Open Space and Other Use Restrictions");
 - (iii) the post-Closing obligation of Buyer to promptly execute and deliver to applicable governmental authorities the final subdivision plat(s) covering and including those portions of the Mitigation Tract described in **Exhibits "A-2," "A-3"** and **"A-4"** attached hereto (the "Plat and Other Instrument Joinder Obligation") when requested by Seller after Closing, all in accordance with the terms and conditions set forth in **Schedule F** in the form of Special Warranty Deed attached hereto as **Exhibit "C"**; and
 - (iv) to the extent not previously granted by Seller the Brushy Creek Regional Water Authority prior to Closing, a 25' waterline easement covering approximately 1.008 acres, as more particularly described by metes and bounds attached hereto as **Exhibit "D"** (the "Regional Waterline Easement"), for use by the Brushy Creek Regional Water Authority for construction, installation, replacement, upgrade, operation, and maintenance of a regional water line (with Buyer hereby acknowledging that notwithstanding any other provision herein to the contrary, at Seller's option, Seller shall be entitled to convey the Regional Waterline Easement to the Brushy Creek Regional Water Authority any time prior to Closing).
- G. Seller shall convey the Mitigation Tract subject to an approximately 2.50-acre existing life estate in favor of Jo R. Kimbro, the terms and conditions of said life estate being more particularly described in deed from Charles Lee Dwyer and Jo R. Kimbro dated June 10, 2005, and recorded in Doc. No. 2005103984, Official Public Records, Travis County, Texas (the "Dwyer Life Estate"). Seller shall retain all duties of maintenance and service required to Jo R. Kimbro under the terms of the Dwyer Life Estate. Seller releases and will indemnify Buyer from any obligation to provide maintenance, service or any duty or liability to Jo R. Limbro.
- H. Additionally, Seller intends to construct and install for operation and maintenance by the Volente Municipal Utility District (the "MUD") a wastewater treatment facility (the "Wastewater Treatment Plant") and water storage facility (the "Water Storage Facility") on a portion of Seller's remaining property not included within the Mitigation Tract for purposes of providing water and wastewater service to the Retained Tract. In connection therewith, prior to the purchase and conveyance of the Mitigation Tract, Seller shall grant to the MUD the following described easements over and across the Mitigation Tract (collectively the "MUD Service Easements") at specific locations, in the form of the respective easement instruments attached as the applicable Exhibits hereto, and the conveyance of the Mitigation Tract to Buyer at Closing will be subject to such MUD Service Easements:
- (i) the temporary drip irrigation field easement initially covering approximately 82.939 acres, to allow for final design and construction, said acreage being more particularly described by metes and bounds in the form of the Drip Irrigation Field Easement attached hereto as **Exhibit "E"** (the "Drip Irrigation Field Easement"), serving the Wastewater Treatment Plant, and

which final configuration of the Drip Irrigation Field Easement shall not exceed 55 acres and for which such 55-acre easement shall be a final and permanent easement;

- (ii) the 15' wide wastewater line/access easement covering approximately 0.598 acres, said acreage being more particularly described by metes and bounds in the form of the Drip Irrigation Field Wastewater Line/Access Easement attached hereto as **Exhibit "F"** (the "Drip Irrigation Field Wastewater Line/Access Easement");
- (iii) the water quality buffer easement covering approximately 0.831 acres, said acreage being more particularly described by metes and bounds in the form of the Wastewater Treatment Plant Water Quality Buffer Easement attached hereto as **Exhibit "G"**, pertaining to the Wastewater Treatment Plant (the "Wastewater Treatment Plant Water Quality Buffer Easement");
- (iv) the water quality buffer easement covering approximately 0.321 acres, said acreage being more particularly described by metes and bounds in the form of the Water Storage Facility Water Quality Buffer Easement attached hereto as **Exhibit "H"**, pertaining to the Water Storage Facility (the "Water Storage Facility Water Quality Buffer Easement");
- (v) the drainage easement for stormwater pond covering approximately 20.195 acres, said acreage being more particularly described by metes and bounds in the form of the Stormwater Pond Drainage Easement attached hereto as **Exhibit "I"** (the "Stormwater Pond Drainage Easement");
- (vi) the 15' wide access easement to the Stormwater Pond Drainage Easement area covering approximately 1.286 acres, said acreage being more particularly described by metes and bounds in the form of the Stormwater Pond Access Easement attached hereto as **Exhibit "J"** (the "Stormwater Pond Access Easement");
- (vii) the permanent waterline and other utility easement covering approximately 0.816 acres, said easement being (i) 16' wide to the extent contiguous with the north boundary of the Mitigation Tract, and (ii) 25' wide from the north boundary of the Mitigation Tract until the interior termination point of said easement, together with a related 25' temporary construction easement covering approximately 1.129 acres, said 0.816-acre and 1.129-acre tracts being more particularly described by metes and bounds in the form of the Waterline and Other Utility Easement attached hereto as **Exhibit "K"** (the "Waterline and Other Utility Easement"); and
- (viii) the 20' wide electric utility power line easement covering approximately 1.329 acres, said acreage being more particularly described by metes and bounds in the form of the Electric Utility Easement attached hereto as **Exhibit "L"** (the "Electric Utility Easement"), for purposes of use by third-party providers for electric utility services necessary for operation of the Wastewater Treatment Plant and the Water Storage Facility.

NOW THEREFORE, Seller and Buyer agree as follows:

SECTION I - PURCHASE AND SALE

The Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase the Mitigation Tract, together with all improvements and fixtures located thereon, and all rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads, hereinafter collectively called the "Mitigation Tract" containing approximately 826.546 of land, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof.

SECTION II – CONSIDERATION

The consideration for Seller's conveyance to Buyer of the Mitigation Tract includes the following:

- A. Buyer's assumption of the obligation to (i) manage the Mitigation Tract as a part of the Regional Preserve and (ii) perform the operation, management, and monitoring of the Mitigation Tract in accordance with a BCP Tier II-A Management Plan (the "BCP Land Management Plan").
- B. Seller's reservation of (i) the Approved Trails Licenses and the related Reserved Rights in perpetuity over and across the Mitigation Tract, at the specific locations of the trails as shown in **Schedule D-1** to the form of Special Warranty Deed attached hereto as **Exhibit "C"**, for ingress and egress over and across the Mitigation Tract on the trails for any and all future residents of the Retained Tract and their accompanied guests, (ii) the Open Space and Other Use Restrictions, (iii) the Plat and Other Instrument Joinder Obligation, and (iv) the Regional Waterline Easement, to the extent the Regional Waterline Easement is not previously granted by Seller prior to Closing.
- C. Buyer's agreement to accept the Mitigation Tract subject to (i) the Dwyer Life Estate and (ii) the MUD Service Easements for the construction, installation, replacement, operation, and maintenance of the facilities described and provided for therein.
- D. Other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged.

Concurrently with Closing, Seller and Buyer will jointly notify USFWS of the conveyance of the Mitigation Tract and that Buyer will continue to (i) manage the Mitigation Tract in accordance with the terms and conditions of the Regional Permit, as a part of the Regional Preserve and (ii) perform the operation, management, and monitoring of the Mitigation Tract in accordance with the BCP Land Management Plan, the foregoing obligations of Buyer to survive Closing. However, Buyer will not assume or perform any obligations of Seller under the Specific Permit.

SECTION III - COMMITMENT FOR TITLE INSURANCE & SURVEY

- A. Seller and Buyer acknowledge that prior to the Effective Date, Seller has obtained and delivered to Buyer a Commitment for Title Insurance (the "Commitment") issued by LandAmerica Austin Title Company, 13450 Research Blvd., Suite 102, Austin, Texas 78750, Attention: Ms. Paula Bacon (the "Title Company") and legible copies of all recorded instruments affecting the Mitigation Tract and recited as exceptions in the Commitment. Seller and Buyer acknowledge that prior to the Effective Date, Seller delivered to Buyer copies of Seller's existing surveys covering the parcels within the Mitigation Tract and the Retained Tract. Buyer, at Buyer's sole cost and expense, may have obtained an update of such survey prior to the Effective Date (such existing survey, as updated (if applicable), being herein called the "Survey") prepared by a Texas registered professional land surveyor ("Surveyor"). Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller agrees to use good faith efforts to have all items on Schedule C of the Commitment deleted from the Commitment prior to or at closing ("Closing"). Any other objections of Buyer to the Commitment or the Survey shall be provided to Seller in writing within twenty (20) days after the Effective Date. If not timely made by Buyer, then such objections shall be deemed waived and Buyer shall proceed to Closing. If timely made, and Seller in its sole discretion determines that it is unwilling or unable to cure such objections, Seller may provide notice of termination to Buyer within five (5) days of receipt of Buyer's objections to title, unless Buyer waives said objections. In the event of such termination, neither Party shall owe any obligations to the other Party except for those obligations described herein which survive the termination of this Contract. The Parties agree and acknowledge that the title matters set forth in Schedule B to the Commitment to which Buyer fails to object or to which Buyer subsequently waives any objection shall be "Permitted Exceptions" to the conveyance described above to the extent the same are currently in force and effect and applicable to the Mitigation Tract. The Parties agree and acknowledge that the matters set forth on the Survey to which Buyer fails to object or to which Buyer subsequently waives any objection shall be "Permitted Exceptions" to the conveyance described above to the extent the same are currently in force and effect and applicable to the Mitigation Tract. The Parties further agree and acknowledge that the Approved Trails License, the Open Space and Other Use

Restrictions, the Plat and Other Instrument Joinder Obligation, the Regional Waterline Easement, the Dwyer Life Estate and the MUD Service Easements shall also be "Permitted Exceptions" to the conveyance described above. In accordance with established Buyer policy, the Executive Manager of the Travis County Transportation and Natural Resources Department (the "Executive Manager") may waive any title matters shown on Schedule B of the Commitment or Survey.

- B. The Seller shall perform, observe, and comply with all of the covenants, agreements, and conditions required to be performed by Seller prior to Closing under the terms of this Contract prior to or as of the Closing.
- C. The Parties agree to work in good faith with each other to resolve any title matters within the time frames set forth herein.

SECTION IV – FEASIBILITY AND RIGHT TO TERMINATE

- A. Beginning on the Effective Date and ending thirty (30) days following the Effective Date (hereinafter referred to as the "Inspection Period"), Buyer shall have the right to enter on and inspect and investigate the Mitigation Tract, and make such tests and take such soil and other samples as Buyer deems reasonably necessary or appropriate to establish the baseline environmental and geophysical condition of the Mitigation Tract. Seller shall provide Buyer a copy of any environmental or geophysical condition reports relating to the Mitigation Tract in Seller's possession. Prior to the Effective Date, Seller has made the following documents (if any) available to Buyer for inspection: (i) any leases covering any of the Mitigation Tract; and (ii) any service, maintenance or management agreements relating to the ownership and operation of the Mitigation Tract. Buyer, to the extent allowed by Texas law, shall be responsible for any damages or injuries arising from Buyer's inspection of the Mitigation Tract. All inspections shall be conducted during the normal business hours, or during such other times agreed upon by Seller and Buyer, and shall be conducted so as not to unreasonably interfere with use of the Mitigation Tract by Seller.
- B. Seller agrees that, in the event Buyer determines that the Mitigation Tract is not suitable for its purposes for any reason whatsoever, Buyer shall have the right to terminate this Contract by sending written notice thereof (hereinafter referred to as the "Notice of Termination") to Seller prior to the expiration of the Inspection Period. Upon delivery by Buyer of such Notice of Termination within the Inspection Period, this Contract shall terminate. If Buyer fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Buyer shall no longer have any right to terminate this Contract pursuant hereto.

SECTION V – FUNDING OF MANAGEMENT OBLIGATIONS; FENCING AND TRASH REMOVAL OBLIGATIONS

- A. Seller agrees to pay Buyer projected operation and maintenance costs for the Mitigation Tract in the amounts and within the applicable time periods more particularly described in Exhibit "N" attached hereto (the "O&M Costs"). If Seller fails to make any payments of the O&M Costs when due and such failure continues for more than twenty (20) days after written notice thereof from Buyer, Buyer may exercise all rights available to Buyer at law or in equity.
- B. Seller shall comply, or shall pay Buyer to comply, with the Fencing Requirements set out in Exhibit "M" attached hereto and incorporated herein by reference (the "Fencing Requirement"), and the post-Closing rights of Seller with respect to the Mitigation Tract will expressly include the right to perform all of the obligations required to be performed by Seller under the Fencing Requirements.
- C. Prior to Closing, Seller will remove from the Mitigation Tract all trash and dumped materials located as of the Effective Date at the specific trash and dump sites described in that certain Phase I Environmental Site Assessment for the Mitigation Tract prepared for Buyer by Wareing & Associates Inc., under WAI Project No. 208-01-015, dated July, 2008 (the "Buyer's Phase I Report"). Seller shall keep construction trash out of the Mitigation Tract during utility and residential construction on the Retained Tract.
- D. Seller's obligations under this Section V shall survive Closing.

SECTION VI – LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER

OTHER THAN THE SPECIAL WARRANTY TO BE MADE IN THE DEED TO BE DELIVERED AT CLOSING AND AS EXPRESSLY SET FORTH IN THIS CONTRACT THAT SURVIVE CLOSING (THE "EXPRESS WARRANTIES"), BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE MITIGATION TRACT, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE INCOME TO BE DERIVED FROM THE MITIGATION TRACT, (iii) THE SUITABILITY OF THE MITIGATION TRACT FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (iv) THE COMPLIANCE OF SELLER WITH REGARD TO THE MITIGATION TRACT OR THE MITIGATION TRACT ITSELF WITH ANY LAWS, RULES, ORDINANCES, ZONING REQUIREMENTS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR WITH ANY APPLICABLE DEED RESTRICTIONS, (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MITIGATION TRACT, (vi) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE MITIGATION TRACT, OR (vii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE MITIGATION TRACT PRIOR TO EXECUTION OF THIS CONTRACT, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE MITIGATION TRACT AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, AND AT CLOSING AGREES TO ACCEPT THE MITIGATION TRACT "AS-IS" AND WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE MITIGATION TRACT WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCORDINGLY, EXCEPT FOR THE EXPRESS WARRANTIES, SELLER WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE MITIGATION TRACT, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE MITIGATION TRACT AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE CONVEYANCE OF THE MITIGATION TRACT HAS NEGOTIATED TO REFLECT THAT ALL OF THE MITIGATION TRACT IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

Notwithstanding the foregoing, the Seller hereby represents and warrants to Buyer as follows:

- A. Except as provided for in the Permitted Exceptions or as may be revealed by a survey or an on the ground inspection of the Mitigation Tract, to Seller's knowledge, no person resides on or uses any portion of the Mitigation Tract as lessee, tenant at sufferance, or trespasser;
- B. As of the Effective Date, Seller is the fee simple owner of the title to the Mitigation Tract and is duly authorized and empowered to convey the Mitigation Tract to Buyer;

- C. To Seller's knowledge, Seller has paid, or shall cause to be paid by Closing, all taxes, charges, debts, and other assessments due by the Seller with respect to the Mitigation Tract (other than any "roll back" or other similar taxes attributable to periods prior to Closing, but not yet assessed by the applicable taxing authorities as of Closing, for which Seller shall not have any obligation to pay, whether at or after Closing, since the Mitigation Tract will be removed from the tax rolls after Closing);
- D. To Seller's knowledge, there will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the Mitigation Tract, other than the Permitted Exceptions;
- E. To Seller's knowledge, except as specifically described in the Buyer's Phase I Report, there are no hazardous materials on the Mitigation Tract.
- F. Except for the grant of the MUD Easements and the Regional Waterline Easement, between the Effective Date and Closing, Seller shall not further encumber, or allow the encumbrance of, the title to the Mitigation Tract or modify the terms or conditions of any existing encumbrances, if any, without written consent of Buyer.
- G. Except for the prior lawsuit between Seller and the Village of Volente, Texas (the "Village") regarding the Village's approval of the preliminary plan for the Retained Tract, Seller has no knowledge of any pending or threatened litigation arising out of or connected to the Mitigation Tract, including but not limited to any condemnation proceedings; and
- H. Except for the statutes and regulations that govern the issuance of the Specific Permit, Seller has no knowledge of any statute, ordinance, code, regulation, or order with respect to the ownership or use of the Mitigation Tract.

For purposes of this Section VI, any reference to Seller's knowledge shall mean the actual current knowledge, without duty of any investigation, of Greg Hammonds, a Vice President of the general partner of Seller. It is agreed that the acceptable baseline condition of the Mitigation Tract will be as described in Schedule C in the form of Special Warranty Deed attached hereto as Exhibit "C" and incorporated herein by reference, provided that such baseline condition shall not limit or prevent the exercise by Seller of the Reserved Rights in accordance with the provisions of this Contract.

SECTION VII - CLOSING

- A. The Parties will finalize the transaction by Closing on or before the later to occur of (a) thirty (30) days after final approval by the Travis County Commissioner's Court of this Contract or (b) five (5) business days after final unconditional approval by the Village of (i) the preliminary plan for the development of the Retained Tract previously submitted by Seller to the Village and which has been contingently approved by the Village, and (ii) the planned approval district zoning application for the Retained Tract previously submitted by Seller to the Village, which date is hereinafter referred to as the "Closing Date;" provided, however, if the Closing Date has not occurred on or prior to March 1, 2009, then either Seller or Buyer shall be entitled to terminate this Contract by written notice to the other Party, whereupon the Parties shall have no further rights or obligations hereunder, except for the obligations of the applicable Parties that expressly survive the termination of this Contract in accordance with the terms hereof:
 - 1. by mutual agreement in writing between Seller and Buyer, acting by and through its Executive Manager;
 - 2. unilaterally by the Buyer for a period of up to fifteen (15) days in order to allow sufficient time for the title and survey objection and approval process by delivery of a notice to Seller from the Buyer's Executive Manager on or before the Closing Date; or
 - 3. unilaterally by Buyer for a period of up to ten (10) days in order to allow for the preparation of Closing documents by delivery of a notice to Seller from Buyer's Executive Manager on or before the Closing Date.

If Buyer wishes to extend the Closing unilaterally in accordance with the foregoing provisions, Buyer shall mail written notice of such extension to Seller prior to the originally scheduled Closing Date set out above.

B. At the Closing, Seller shall deliver to Buyer the following:

1. A duly executed and acknowledged Special Warranty Deed in the form and substance as the form of Warranty Deed attached hereto as **Exhibit "C"** and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Mitigation Tract, as set forth in said Deed, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or waived by Buyer in writing prior to Closing.
2. A duly executed and acknowledged nonexclusive access easement in favor of Buyer, upon term and conditions reasonably acceptable to Buyer and Seller, for purposes of ingress and egress to and from the Mitigation Tract over and across the surface of the 0.904-acre tract more particularly described by metes and bounds attached hereto as **Exhibit "A-6"**.
3. An Owner's Policy of Title Insurance (the "Title Policy"), with one-half of the premium cost thereof to be paid by Buyer and the other one-half of the premium cost thereof to be paid by Seller, to be issued by the Title Company at the agreed value of the Mitigation Tract, which is hereby stipulated and agreed to by Seller and Buyer as \$8,265,460.00 dated as of the Closing, insuring Buyer's title to the Mitigation Tract to be good and indefeasible, subject only to the Permitted Exceptions and those title exceptions contained in the standard, printed form allowed by the State Department of Insurance.
4. Evidence of its capacity and authority for the Closing of this transaction.
5. All signed, reasonably necessary releases, affidavits, and other reasonably necessary documents to close this transaction, including without limitation a "FIRPTA Affidavit", stating Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act.
6. Possession of the Mitigation Tract, subject to the Permitted Exceptions, including without limitation, the Dwyer Life Estate, the Open Space and Other Use Restrictions, the Plat and Other Instrument Joinder Obligation, the Regional Waterline Easement, the MUD Service Easements and the Reserved Rights.
7. Evidence that all general real estate taxes for the then current year relating to that portion of the Mitigation Tract, which is conveyed in fee, and interest on any existing indebtedness prorated to the day of Closing have been paid. (NOTE: PRORATIONS WILL BE BASED UPON THE MOST CURRENTLY AVAILABLE TAX INFORMATION. TAXES WILL BE PAID AT CLOSING, AND, THEREAFTER, THAT PORTION OF THE MITIGATION TRACT, WHICH IS CONVEYED IN FEE, WILL BE REMOVED FROM THE TAX ROLLS).
8. Evidence that all special taxes or assessments then due and payable, relating to the portion of the Mitigation Tract, which is conveyed in fee, prorated to the Closing Date shall be paid by Seller, it being agreed that Seller shall have no liability or payment obligation, whether at or after Closing, for any "roll back" or other similar taxes attributable to periods prior to Closing since the Mitigation Tract will be removed from the tax rolls after Closing.
9. A duly executed and acknowledged assignment of that certain Site Lease with Option dated February 2, 1999, between Volente Group of Texas, Ltd., as landlord, and Western PCS BTA I Corporation, as tenant (the "Cell Tower Lease"), in the form of **Exhibit "O"** attached hereto (the "Cell Tower Lease Assignment"), whereby Seller assigns to Buyer all of Seller's right, title and interest under the Cell Tower Lease, subject to the terms of that certain letter agreement dated December __, 2008 by and between Seller and Jo R. Kimbro, pursuant to which one-half (1/2) of all payments by the tenant under the Cell Tower Lease are to be promptly paid and remitted to Jo R. Kimbro (the "Kimbro Letter Agreement").

10. Evidence reasonably satisfactory to Buyer that the trash and dumped materials required to be removed by Seller under the terms of Section V.C. above have been removed from the Mitigation Tract.
- C. The Seller shall pay all cost of releasing existing loans and liens or other encumbrances (other than Permitted Exceptions), its attorney's fees, one-half (1/2) of the owner's title policy premium for the Title Policy, and all other expenses stipulated to be paid by the Seller under other provisions of this Contract.
- D. At the Closing, Buyer shall perform the following:
1. Execute and deliver to Seller the Cell Tower Lease Assignment, whereby Buyer agrees to assume the obligations of landlord under the Cell Tower Lease and the obligations of Seller under the Kimbro Letter Agreement.
 2. Sign any other documents a buyer would normally sign to close a similar transaction.
 3. Pay one-half (1/2) of the cost of the Title Policy premium.
 4. Deliver to Seller a certified copy of the minutes of the Commissioners Court (or other reasonably satisfactory evidence), reflecting the approval of this Contract by the Commissioners Court.
- E. In addition to the foregoing Closing requirements, the Parties acknowledge and agree that the Mitigation Tract will be conveyed at Closing subject to the Dwyer Life Estate, and Seller shall retain and reserve in Seller's Deed to be delivered at Closing, the following:
1. The Approved Trails License and the Reserved Rights related thereto;
 2. The Open Space and Other Use Restrictions;
 3. The Plat and Other Instrument Joinder Obligation; and
 4. The Regional Waterline Easement, to the extent the Regional Waterline Easement is not previously granted by Seller prior to Closing.

SECTION VIII - BREACH BY SELLER

- A. In the event that Seller shall fail to fully and timely perform any of its obligations hereunder to be performed prior to or at Closing, including without limitation, the failure to consummate the sale and conveyance of the Mitigation Tract in accordance with the terms of this Contract for any reason, except the Buyer's default, the Buyer, as its sole and exclusive remedy for Seller's default, shall have the right to terminate this Contract by providing written notice of such termination to Seller, whereupon the Parties shall have no further rights or obligations hereunder, except for the obligations of the applicable Parties that expressly survive the termination of this Contract in accordance with the terms hereof.
- B. In the event that at any time after the Closing Date Seller should fail to perform any obligations of Seller required under the terms of this Contract to be performed by Seller after the Closing Date, and the Buyer not being in default hereunder, the Buyer, as its sole and exclusive remedy for such Seller's default, shall have the right to bring suit for specific performance of such defaulted obligations by Seller.

SECTION IX - BREACH BY BUYER

- A. In the event that Buyer should fail to timely consummate the purchase of the Mitigation Tract, leaving the Buyer in default hereunder and the Seller not being in default hereunder, the Seller, as its sole and exclusive remedy for such Buyer's default, shall have the right to terminate this Contract by providing written notice of such termination to Buyer, whereupon the Parties shall have no further rights or obligations hereunder, except

for the obligations of the applicable Parties that expressly survive the termination of this Contract in accordance with the terms hereof.

- B. In the event that at any time after the Closing Date Buyer should fail to perform any obligations of Buyer required under the terms of this Contract to be performed by Buyer after the Closing Date, and the Seller not being in default hereunder, the Seller, as its sole and exclusive remedy for such Buyer's default, shall have the right to bring suit for specific performance of such defaulted obligations by Buyer.

SECTION X – NOTICE OF VIOLATION TO USFWS AND INJUNCTIVE RELIEF

Notwithstanding any provision herein to the contrary, as an alternative or in addition to any other remedy provided in this Contract, if either Party determines that a violation by Buyer of the terms or conditions of the Regional Permit or by Seller of the Specific Permit, but only insofar as the same applies and pertains to the Mitigation Tract, has occurred or is threatened, such Party may immediately notify USFWS of such violation and mail a copy of such notice to the other Party. If such violation is not cured within thirty (30) days after the mailing of such notice, the Party mailing such notice may bring an action in a court of competent jurisdiction to enforce the terms and conditions of such Permit as a requirement of this Contract.

SECTION XI – MEDIATION

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

SECTION XII - CONDEMNATION

If, prior to the Closing, any material portion of the Mitigation Tract shall be condemned or threatened to be condemned, either Seller or Purchaser may terminate this Agreement by written notice thereof to the other party, whereupon neither Party shall owe any obligations to the other Party except for those obligations described herein which survive the termination of this Contract. If neither Seller nor Purchaser elects to terminate this Agreement, then the Closing shall take place and there shall be assigned to Purchaser at Closing all of Seller's interest in and to any condemnation award relative to the Mitigation Tract.

SECTION XIII - MISCELLANEOUS

- A. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the Parties pertaining to a period of time following the Closing of the transactions contemplated hereby, shall survive the Closing and shall not be merged therein, unless specifically provided to the contrary.
- B. Notice. Any notice to be given hereunder by either Party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

Seller: Grason Volente Investments, Ltd., a Texas limited partnership
c/o Grason Communities, Ltd.
7171 Highway 6 North, Suite #100
Houston, TX 77095
Attention: Greg Hammonds, Vice President

with copies to: David A. Hartman, Esq.
Smith, Robertson, Elliott, Glen, Klein & Bell, L.L.P.
221 West 6th Street, Suite 1100
Austin, TX 78701

and

L. Jeffrey Hubenak, Esq.
Locke Lord Bissell & Liddell LLP
100 Congress Avenue, Suite 300
Austin, TX 78701

Buyer: Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767

with copy to: Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.1935

- C. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.
- D. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
- E. Legal Construction. If any of the provisions contained in this Contract shall for any reason be found to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- F. Entire Agreement.
1. This Contract, including any and all exhibits hereto, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the Parties with respect to said matter.
 2. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF TRAVIS COUNTY, TEXAS, HAS ANY AUTHORITY TO MODIFY THIS CONTRACT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR PURSUANT TO EXPRESS AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.
- G. Time of Essence. Time is of the essence of this Contract.
- H. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.
- I. Brokerage Commissions & Liens. Seller and Buyer each acknowledge that they have not retained a broker in connection with purchase and conveyance of this Mitigation Tract.
- J. Assignment. Buyer may not assign its rights, powers, responsibilities and/or obligations under this Contract in whole or in part at any time. Seller may, upon thirty (30) days written notice to Buyer, assign Seller's rights and obligations under this Contract to any person or entity which (i) acquires fee simple title to all of the Mitigation Tract from Seller prior to Closing; and (ii) expressly assumes in writing all of Seller's obligations

under this Contract, and once Buyer has been provided with a copy of such written assumption of all of Seller's obligations hereunder, Seller shall have no further rights or obligations as a Party under this Contract. Additionally, after the Closing Date, Seller may, upon thirty (30) days written notice to Buyer, assign (a) all or any portion of Seller's post-Closing rights and obligations under this Contract to the MUD, so long as the MUD expressly assumes in writing all of such post-Closing obligations of Seller under this Contract then being assigned to the MUD, (b) all or any portion of Seller's post-Closing rights and obligations under this Contract to the property owner's association ("POA") established in connection with the development of all or a majority of the Retained Tract, so long as the POA expressly assumes in writing all of such post-Closing obligations of Seller under this Contract then being assigned to the POA, or (c) all of Seller's post-Closing rights and obligations under this Contract, to the extent not previously assigned to the MUD or the POA, to any person or entity which purchases or otherwise acquires all or a substantial part of the unsold Retained Tract then owned by Seller, so long as such assignee, contemporaneously with the sale or transfer of such unsold portion of the Retained Tract, expressly assumes in writing all post-Closing obligations of Seller under this Contract being assigned to such assignee, and once Buyer has been provided with a copy of the applicable written assumption of the applicable post-Closing obligations of Seller hereunder, Seller shall have no further rights or obligations as a Party under this Contract with respect to such post-Closing obligations so assigned by Seller. Otherwise, Seller may not assign its rights, powers, responsibilities and/or obligations under this Contract in whole or in part at any time without the written approval of Buyer.

K. Multiple Counterparts. This Contract may be executed in multiple counterparts, each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

L. Due Authorization. The person executing this Contract on behalf of Seller hereby warrants and represents to Buyer that Seller has approved this Contract and that such person has the power and authority to execute this Contract on behalf of Seller and to bind Seller to the terms hereof. The person executing this Contract on behalf of the Buyer hereby warrants and represents to Seller that the Travis County Commissioners' Court has approved this Contract and that such person has the power and authority to execute this Contract on behalf of Buyer and to bind Buyer to the terms hereof.

M. Effective Date. For purposes hereof, the "Effective Date" of this Contract shall be the latest date of execution hereof by either Party, as shown in the completed dates beneath the respective signature lines of the Parties.

N. Schedule of Exhibits to this Contract. The following described Exhibits are attached to and are hereby made an integral part of this Contract:

- Exhibit A – Mitigation Tract Legal Description
- Exhibit B – Retained Tract Legal Description
- Exhibit C -- Warranty Deed
- Exhibit D -- Regional Waterline Easement Legal Description
- Exhibit E -- Drip Irrigation Field Easement
- Exhibit F -- Drip Irrigation Field Wastewater Line/Access Easement
- Exhibit G -- Wastewater Treatment Plant Water Quality Buffer Easement
- Exhibit H -- Water Storage Facility Water Quality Buffer Easement
- Exhibit I -- Stormwater Pond Drainage Easement
- Exhibit J -- Stormwater Pond Access Easement
- Exhibit K -- Water Line and Other Utility Easement
- Exhibit L -- Electric Utility Easement
- Exhibit M -- Fencing Requirements
- Exhibit N -- Operations and Maintenance Costs
- Exhibit O -- Cell Tower Lease Assignment

O. Listing of Schedules to form of Warranty Deed. The following described Schedules are attached to the form of Special Warranty Deed attached hereto as Exhibit "C" and are hereby made an integral part of this Contract:

- Schedule A – Mitigation Tract Legal Description
- Schedule B – Permitted Exceptions

Schedule C -- Baseline Condition
Schedule C -1 -- Aerial Photograph(s) of Mitigation Tract
Schedule D-1 -- Approved Trails License Area
Schedule D-2 -- Terms and Conditions of Approved Trails License
Schedule D-3 -- Approved Trails License Benefited Tract
Schedule E -- Open Space and Other Use Restrictions
Schedule F -- Plat and Other Instrument Joinder Obligations
Schedule G -- Regional Waterline Easement Legal Description

[Remainder of page left intentionally blank]

EXECUTED as of the applicable date set forth below.

**SELLER: GRASON VOLENTE INVESTMENTS, LTD.,
a Texas limited partnership**

By: Grason Communities I, LLC,
a Texas limited liability company,
its General Partner

By: _____
Greg Hammonds, Vice President

Date: _____, 2008

BUYER: TRAVIS COUNTY

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____, 2008

EXHIBIT "A"
TO PURCHASE CONTRACT

MITIGATION TRACT DESCRIPTION

That certain approximately 826.546 acres of land in Travis County, Texas more particularly described in **Exhibits A-1, A-2, A-3 and A-4** attached hereto.

EXHIBIT "A-1"
TO PURCHASE CONTRACT

[Attach 814.635-acre legal description and SAVE AND EXCEPT (i) the 3.037-acre tract described in Exhibit A-5, (ii) the 0.904-acre tract described in Exhibit A-6, (iii) the 1.318-acre tract described in Exhibit A-7, and (iv) the 0.643-acre tract described in Exhibit A-8.]

EXHIBIT "A-2"
TO PURCHASE CONTRACT

[Attach 8.952-acre legal description]

EXHIBIT "A-3"
TO PURCHASE CONTRACT

[Attach 4.995-acre legal description]

EXHIBIT "A-4"
TO PURCHASE CONTRACT

[Attach 3.866-acre legal description]

EXHIBIT "A-5"
TO PURCHASE CONTRACT

[Attach 3.037-acre SAVE AND EXCEPT tract legal description]

EXHIBIT "A-6"
TO PURCHASE CONTRACT

[Attach 0.904-acre SAVE AND EXCEPT tract legal description]

EXHIBIT "A-7"
TO PURCHASE CONTRACT

[Attach 1.318-acre SAVE AND EXCEPT tract legal description]

EXHIBIT "A-8"
TO PURCHASE CONTRACT

[Attach 0.643-acre SAVE AND EXCEPT tract legal description]

EXHIBIT "B"
TO PURCHASE CONTRACT

RETAINED TRACT DESCRIPTION

[Attach 297.660-acre legal description]

EXHIBIT "C"
TO PURCHASE CONTRACT

FORM OF WARRANTY DEED

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

That GRASON VOLENTE INVESTMENTS, LTD., a Texas limited partnership, hereinafter referred to as "GRANTOR" whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the state of Texas, hereinafter referred to as "GRANTEE", the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, together with all improvements and fixtures located thereon, and all rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads (collectively, the "Mitigation Tract"), to wit:

That tract more specifically defined in **Schedule "A"**, attached hereafter and incorporated herein.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, but not otherwise, subject to the matters set forth in this Warranty Deed.

This conveyance is made subject to:

1. the Permitted Exceptions set forth in **Schedule "B"** to this Warranty Deed, which Schedule is attached hereto and made a part hereof;
2. the obligation of Buyer to maintain the baseline conditions of the Mitigation Tract set forth in **Schedule "C"** to this Warranty Deed, which Schedule is attached hereto and made a part hereof;
3. the Approved Trails License hereby reserved and retained by Grantor over and across the applicable portion of the Mitigation Tract more particularly described in **Schedule "D-1"** to this Warranty Deed in accordance with the terms and conditions of said Approved Trails License set forth in **Schedule "D-2"** to this Warranty Deed for the benefit of owners and accompanied guests of the Tract described in **Schedule "D-3"**, which Schedules are attached hereto and made a part hereof;
4. the Open Space and Other Use Restrictions hereby imposed upon the Mitigation Tract in accordance with the terms and conditions set forth in **Schedule "E"** to this Warranty Deed, which Schedule is attached hereto and made a part hereof;
5. the Plat Joinder Obligations of Grantee as set forth and described in **Schedule "F"** attached to this Warranty Deed and covering those portions of the Mitigation Tract conveyed hereby that are described in **Schedules A-2, A-3 and A-4** attached to this Warranty Deed; and
6. [if and to the extent the same has not been conveyed to the Brushy Creek Regional Water Authority by Grantor prior to the Closing, the Regional Waterline Easement hereby reserved and retained by Grantor and hereby assigned by Grantor to and for the benefit of the Brushy Creek Regional Water Authority, said Regional Waterline Easement to cover and affect the applicable portion of the Mitigation Tract more particularly described and set forth in **Schedule "G"** to this Warranty Deed].

EXECUTED this ___ day of _____, 200__.

**GRANTOR: GRASON VOLENTE INVESTMENTS, LTD.,
a Texas limited partnership**

By: Grason Communities I, LLC
a Texas limited liability company.
its General Partner

By: _____
Greg Hammonds, Vice President

Date: _____, 2008

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2008, by Greg Hammonds, Vice President of Grason Communities I, LLC, a Texas limited liability company, as General Partner, of Grason Volente Investments, Ltd., a Texas limited partnership, on behalf of said partnership.

NOTARY PUBLIC, State of Texas

My Commission Expires:

Print Name: _____

Listing of Schedules:

- Schedule A – Mitigation Tract Legal Description
- Schedule B – Permitted Exceptions
- Schedule C -- Baseline Condition
- Schedule C -1 -- Aerial Photograph(s) of Mitigation Tract
- Schedule D-1 -- Approved Trails License Area
- Schedule D-2 -- Terms and Conditions of Approved Trails License
- Schedule D-3 -- Approved Trails License Benefited Tract
- Schedule E – Open Space and Other Use Restrictions
- Schedule F – Plat Joinder Obligations
- Schedule G – Regional Waterline Easement Legal Description

SCHEDULE "A"
TO WARRANTY DEED

[Attach metes and bounds legal descriptions in the forms of A-1 through A-8 from the Contract]

SCHEDULE "B"
TO WARRANTY DEED
PERMITTED EXCEPTIONS

[To be completed]

SCHEDULE "C"
TO WARRANTY DEED

Baseline Condition of the Mitigation Tract

1. The baseline condition of the Mitigation Tract will be the condition shown in aerial photographs of the Mitigation Tract attached hereto as **Schedule C-1**; provided, however, that such baseline condition shall not limit or prevent the exercise by Grantor and the other applicable parties of the rights to utilize the Approved Trails License in accordance with the provisions of **Schedule D-2** attached to this Warranty Deed.

2. In addition, Seller and Buyer will deliver to each other within 6 months after the date of the Closing copies of any other photographic or video materials which illustrate the condition of the Mitigation Tract on the date of the Agreement.

SCHEDULE "C-1"
TO WARRANTY DEED

Aerial photograph(s) of the Mitigation Tract

SCHEDULE "D-1"
TO WARRANTY DEED

Sketch Map of Approved Trails License Area

[See attached map]

SCHEDULE "D-2"
TO WARRANTY DEED

Terms and Conditions of Approved Trails License

1) Approved Trails Provisions.

- a) Allowing/Opening and Prohibiting/Closing Limited Access to Approved Trails. Grantor, at Grantor's sole discretion, shall have the option to elect to allow access to Approved Trails as shown on the Approved Trails License Area in the map attached to this Warranty Deed as Schedule "D-1" ("Trails License Map") by residents of the Retained Tract and their accompanied invitees and guests as provided herein. Grantor shall notify Grantee of any such election of Grantor's option to allow limited access by written notice to Grantee along with payment of applicable fees for limited access pursuant to separate agreement between Grantor and Grantee. Limited access may proceed no earlier than six (6) months following written notice and payment from Grantor to Grantee under this Section 1(a). Grantor or the POA (hereinafter defined) shall have the option to elect to prohibit access to and close the Approved Trails upon written notice to Grantee; provided, the POA must obtain written consent from Grantor to any exercise by the POA of its election to prohibit access to and close the Approved Trails.
- b) Trail Use. Use of the Approved Trails will be limited to passive recreational uses such as hiking, nature viewing, and jogging. No pets are allowed. No hunting, archery, bike riding, horseback riding or camping is allowed. A further explication of the permitted uses and prohibited uses will be set out in the "Trail Plan" (hereinafter defined) which shall be developed by the property owner's association ("POA") established in connection with the development of all or a majority of the real property described in Schedule "D-3" attached to this Warranty Deed (the "Retained Tract"). Except for the Approved Trails and access roads associated with the easements authorized under the Endangered Species Act Section 10(a)(1)(B) Federal Fish and Wildlife Permit No. TE 806831 (as amended, the "Permit"), no new trails, paths, jeep trails or roads shall be cleared or added within the Mitigation Tract conveyed to Grantee under the terms of this Warranty Deed as mitigation under the Permit (the "Preserve"). No motorized vehicles will be allowed in the Approved Trails except as otherwise authorized by the Permit along easement areas, pursuant to emergency, as necessary for trail management activities, or as otherwise authorized by Grantee or U.S. Fish and Wildlife Service.
- c) Trail Access. Access shall be limited to residents of the Retained Tract, and when accompanied by a resident, their guests (collectively, "Approved Participants") subject to this Terms and Conditions of Approved Trails License ("Agreement"); provided, Grantee, U.S. Fish and Wildlife Service, and other third parties may enter the Approved Trails for sole purpose of operation, management (including monitoring surveys), and related activities. Access in the Mitigation Tract is only allowed on the Approved Trails and not allowed anywhere else in the Mitigation Tract. Access by Approved Participants to Approved Trails may be restricted by Grantee (i) during the golden-cheeked warbler ("GCWA") nesting season and black-capped vireo ("BCVI") nesting season, (ii) as deemed necessary by Grantee for management operations including deer management time periods, and (iii) as provided in Paragraph 3 of this Agreement.
- d) Trail Management and Related. The foregoing notwithstanding, no access to Approved Participants shall be provided to the Approved Trails until Grason Volente Investments, Ltd., as Grantor, or the POA provides or causes to be provided the following items, which shall be subject to approval by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed.
 - i) Management of Limited Access. Access gates will be constructed at the approved access points more particularly shown on the Trails License Map ("Approved Access Points"). A system for controlling entry by Approved Participants will be established, such as by requiring a swipe key pad or code for entry. A permitting system will be

established for Approved Participants, and all such Approved Participants will be required to wear visible trail permits when on the Approved Trails. An education/orientation session will be required before issuance of the card, permit, or passcode to Approved Participants (including resident-accompanied guests of residents) to enter the Approved Trails, and Grantee will assist with said education/orientation session. Approved Participants entering the Approved Trails will be required to sign a liability release in favor of Grantee. Grantee will provide the liability release to the POA upon its request.

- ii) Trails Committee. Under the authority and control of the POA, a trails committee (“Trails Committee”) will be established to maintain the Approved Trails, control erosion resulting from the Approved Trails, monitor the actions of the Approved Participants on the trail, and enforce trail usage regulations. The Trails Committee will coordinate all of these activities with Grantee.
- iii) Signage/Trail Features. Signs will be installed marking the trail system boundary with posted trail rules, any needed directional or mileage signs along the trails. Signage and other needed trail features (such as benches, educational kiosks, and similar items) will be coordinated with Grantee.

e) Other.

- i) The POA will annually inform or remind its membership and all Approved Participants in writing of the GCWA nesting season, the BCVI nesting season, and the applicable restrictions and conditions of the Permit, the Trail Plan, and other regulations pertaining to the Approved Trails.
- ii) The Approved Trails shall not exceed ten feet (10') in width, except for (i) areas where the Approved Trails have historically been wider than ten feet (10'); and (ii) the location of occasional trailside signage and benches where the trail width shall be no more than sixteen feet (16'). All of the Approved Trails and all trail amenities will be designated in the Trail Plan. The Approved Trails may not be expanded beyond the maximum or historic widths and lengths. All signage, kiosks, and benches must be located within the sixteen feet (16') trail width. No trash receptacles or trash are allowed within the Mitigation Tract.

2) Trail Plan.

- a) The POA shall develop a plan for the utilization of the Approved Trails (the “Trail Plan”) prior to any Approved Participant obtaining access to the Approved Trails. The Trail Plan will be developed with the cooperation of the Grantee and will be subject to Grantee’s approval, which shall not be unreasonably withheld, conditioned or delayed. The Trail Plan shall include rules and enforcement procedures and sanctions governing the use of the Approved Trails. If necessary to deter or prevent unauthorized third party entry, the Trail Plan shall include provisions for the placement of “No Trespassing” signs at the Approved Access Points, and hours of use of Approved Trails by residents and their guests. The Trail Plan will detail the location of all fences, gates, barriers, and signs installed or proposed by the Grantor or POA for the control of access to the Approved Trails. The Approved Trails and all amenities proposed for location therein will be designated in the Trail Plan. The Trail Plan shall be reviewed and updated by the POA in cooperation with the Grantee and subject to Grantee’s approval at least every five (5) years. The Trail Plan may be amended at any time with the joint consent of POA and Grantee. The POA may (i) impose fees upon POA members and Approved Participants for the usage of the Approved Trails, and (ii) suspend, revoke or condition the rights of any of the Approved Participants to use the Approved Trails and impose fines on any of the Approved Participants under the terms of any restrictions, rules, conditions, requirements, and regulations of any kind which are promulgated by the POA from time to time. Access is only allowed on the Approved Trails. No swimming or

fishing is allowed in any pond or creek. Violations should be enforced by the POA or Grantee. Approved Participants as well as non-approved third parties accessing areas within the Preserve substantially outside the Approved Trails may be subject to criminal trespass and penalties by the POA.

- 3) Grantee's Self-Help Rights: The use of the Approved Trails will be subject to the following terms, conditions and provisions:
- a) For purposes of this Paragraph 3, any significant extensive or recurring violation by the Grantor or an Approved Participant of the provisions or requirements of this Agreement will be considered to be a "Material Violation" if such violation significantly reduces the suitability of the Preserve or any substantial portion thereof as habitat for the GCWA or the BCVI. Examples of the types of activities which, if conducted on an extensive or recurring basis by the Grantor or an Approved Participant could result in a Material Violation include, without limitation: unauthorized clearing or trimming of vegetation; unauthorized construction of new trails or trail widening beyond permitted limits of existing trail corridors; unauthorized trail use such as horseback or bike riding; violation of requirement of no pets allowed; feeding of deer or other wildlife; violation of no bird feeders condition of POA permit; unauthorized off-trail uses; dumping of construction wastes or other debris within the Approved Trails or Preserve; unauthorized hunting; failure to adequately address any serious trash problems along the Approved Trails; failure to construct the Access Point Entries which are required under the terms of this Agreement; failure of Grantor to make the payments to Grantee required for Mitigation Tract fencing and Mitigation Tract operation and maintenance as agreed to by Grantor and Grantee under separate agreement; failure to control ingress and egress at the Approved Access Points due to lack of maintenance of the required Access Point Entries; failure of the POA to use reasonable efforts to enforce the rules it promulgates under the terms of this Agreement; killing, harming or harassing wildlife; willful destruction of fences and gates; and dumping of hazardous materials. In addition to the foregoing, if any of the activities listed in the immediately preceding sentence are conducted on an extensive or recurring basis by any authorized third parties, then a "Material Violation" shall be deemed to have occurred for the purpose of enabling Grantee to exercise its self-help rights under this Paragraph 3, but it is expressly agreed and understood that no activities of any third parties will: (i) give rise to or constitute an actual violation of this Agreement; or (ii) subject the Grantor to any remedies other than the potential loss of usage rights with respect to the Approved Trails under the terms and provisions of this Paragraph 3. For purposes of the immediately preceding sentence, the term "third parties" means parties other than the Grantor and any persons acting by, through or under any of the Grantor. Grantor and Grantee both agree and hereby acknowledge and agree that violations of this Agreement that are not significant extensive or recurring violations, and that do not significantly reduce the suitability of the Preserve or any substantial portion thereof as habitat for the GCWA or the BCVI, shall not be deemed a Material Violation.
 - b) If Grantee believes that a Material Violation has occurred then Grantee may, without necessity of providing any advance notice or opportunity to cure to any party, take such actions as Grantee in good faith determines are necessary or appropriate to maintain the viability of the Preserve as habitat for the GCWA and the BCVI, up to and including closure and denial of access by the Approved Participants to the Approved Trails. The actions taken by Grantee may include, without limitation, any measures less severe than complete closure of the Approved Trails as may be determined by Grantee to be necessary or prudent, in Grantee's sole discretion. Examples of such measures include: (i) closing some but not all of the Approved Trails; and (ii) banning entry onto the Approved Trails by individuals who have repeatedly violated any regulation pertaining to usage of the Approved Trails..
 - c) If Grantee believes that any Material Violation has occurred and Grantee takes action under subparagraph 3(b) above, then Grantee shall provide written notice to Grantor and POA of the alleged Material Violation and the action which has been taken by Grantee in response thereto. Such notice must specify the alleged Material Violation with particularity and must identify the steps which Grantee believes are necessary to "Cure" such Material Violation. For purposes

hereof the terms “Cure” and “Cured” shall mean and refer to actions which remedy, remove, compensate for or overcome an applicable Material Violation or which have remedied, removed, compensated for or overcome an applicable Material Violation; provided, however, that in the event of a Material Violation which has occurred or is likely to occur on a repeated basis, the action taken to qualify as a “Cure” of the Material Violation must include a plan of action which is reasonably acceptable to Grantee and which is designed to prevent or deter future occurrences of the applicable Material Violation. If the Grantor or POA believes that no Material Violation has occurred or if the Grantor or POA believes that the actions taken by the Grantee in response to the alleged Material Violation are not permitted under the terms of this Agreement or if the Grantor or POA believe that the alleged Material Violation has been Cured, then Grantor or POA may provide written notice thereof to Grantee. Thereafter, if Grantee continues to believe that a Material Violation exists and has not been Cured, then Grantee shall provide written notice of such belief to the Grantor or POA. In such notice, Grantee shall specify: (i) a date, place and time for an administrative meeting at which the alleged Material Violation, the actions taken by Grantee in response thereto and the Grantee’s suggested action to Cure the alleged Material Violation will be discussed (the “Administrative Meeting”); and (ii) the names of the Grantee’s BCP Program Manager and the Grantee’s Division Director for Natural Resources and Environmental Quality, or their successors (the “Grantee Decision Makers”). The Administrative Meeting shall be held within a reasonable period of time and shall be presided over and run by the Grantee Decision Makers. The Grantor and Grantor’s agents or representatives and a representative of the POA shall have the right to attend the Administrative Meeting and to be heard at the Administrative Meeting and shall have the right to submit at the Administrative Meeting any written reports or other materials to Grantee as they may deem appropriate. The Administrative Meeting will be held in Travis County, Texas at a time and at a location which is convenient for the Grantor, POA, and the Grantee, but the Administrative Meeting is not required to be a public hearing and Grantee may impose reasonable time constraints and other conditions at the Administrative Meeting. The Grantor, the POA, and the Grantee Decision Makers shall both operate in good faith to resolve any disputes or disagreements which may exist at the Administrative Meeting. After the Administrative Meeting, the Grantee Decision Makers will, within a reasonable period of time determine and notify Grantor and the POA as to whether they believe that the alleged Material Violation continues to exist; whether the Grantee actions taken in response to the alleged Material Violation are appropriate and permitted under the terms of this Agreement; and whether the alleged Material Violation has been Cured. If Grantor or POA disagrees with the decision of the Grantee Decision Makers, then Grantor or POA may provide written request for an appeal to the Commissioners Court of Travis County. Thereafter, the Grantee will, within a reasonable period of time, at a regular or special meeting of the Travis County Commissioners Court, consider the alleged Material Violation, the actions taken by Grantee in response thereto, and the status of any actions which have been taken to Cure the alleged Material Violation. The meeting by the Travis County Commissioners Court to consider such action may be postponed or continued to a future regular or scheduled meeting so long as the meeting is held within a reasonable period of time and so long as the Grantee Decision Makers deliver to Grantor written notice of such meeting at least seven (7) days in advance of the initial meeting (continuations or re-postings of the initial meeting may be held with only five (5) days notice) and so long as proper notice of such meeting is provided as required by the Texas Government Code, Chapter 551 (The Texas Open Meetings Act).

- d) If Grantee exercises its right to close all or any portion of the Approved Trails, then Grantee will have the right to place locks on the gates which are located at or in the vicinity of the Approved Access Points associated with the portion of the Approved Trails which has been closed (or Grantee may lock the gates at all of the Approved Access Points if the Approved Trails has been closed in its entirety). In the event Grantee locks any gates under the provisions hereof, Grantee will, if requested by the Grantor, provide one (1) set of keys to the Grantor (which said keys may be duplicated by the Grantor) in order to allow the Grantor, only, to have access to the License Area at all times for the purposes allowed hereunder.

- e) Grantee understands and hereby agrees and acknowledges that: (i) Grantee will not abuse the discretion granted to Grantee under the provisions of this Paragraph 3; (ii) the initial action taken by Grantee under this Paragraph 3 with respect to any alleged Material Violation will be specifically measured and calibrated to address the alleged Material Violation and will be limited in scope to measures designed to Cure the alleged Material Violation; (iii) if any alleged Material Violation occurs on a repeated basis, Grantee may take into account prior responses in determining the action it takes as a result of the alleged Material Violation, but in all events, the actions taken by Grantee under this Paragraph 3 will be staged in increments of severity so as to provide a measured progressive response by Grantee to any alleged recurring Material Violation; (iv) Grantee will implement trail usage restrictions or closures only in a manner which is reasonably designed to Cure any applicable Material Violations which have not been Cured at the time of implementation; (v) if problems are experienced in a particular portion of the Mitigation Tract, restrictions and/or closures will be applied only in that portion of Mitigation Tract; and (vi) before establishing trail restrictions or closures, Grantee shall make a reasonable effort to seek alternative solutions that will not affect trail usage.
- f) If Grantee at any time exercises Grantee's rights under subparagraphs 3(b) or 3(c) above to impose restrictions on usage of the Approved Trails in excess of those restrictions set forth in this Agreement or if Grantee at any time closes the Approved Trails and/or denies access by any of the Approved Participants to the Approved Trails, Grantee shall revoke and discontinue such additional inappropriate restrictions and restore and reinstate the full trail usage rights at such time as the Material Violation has been Cured.
- g) Grantor and Grantee both agree and hereby acknowledge and agree that: (i) curative action on the part of Grantor, and/or the POA is optional and not mandatory; (ii) the POA may, by written notice delivered to Grantee, relinquish all or any portion of its rights and the rights of the Approved Participants under this Agreement, and abandon and cease its usage and maintenance of all or any portion of the Approved Trails (such action may be taken by the POA at any time, and from time to time, at the sole option and election of the POA), and after such action has been taken, the Grantor and POA will have no further maintenance obligations under this Agreement with respect to any portion of the Approved Trails or any Approved Access Point which has been abandoned by the POA; provided, however, that POA must, as a condition to its abandonment of all or any portion of the Approved Trails, deliver written notice of such abandonment to the Grantee specifying the portion of the Approved Trails which is being abandoned; and (iii) notwithstanding any provision herein to the contrary, the POA may abandon and cease its usage and maintenance of all or any of the Approved Access Points, and thereafter neither the POA nor the Grantor will have any further maintenance obligations under this Agreement with respect to any of the Approved Access Points which have been so abandoned (provided, however, that as a condition to its abandonment of any one or more of the Approved Access Points, the POA must, at least thirty (30) days prior to the date of abandonment, deliver to the Grantee and the Grantor a written notice identifying the one or more Approved Access Points being abandoned). After any abandonment by the POA of any of the Approved Access Points, Grantee may place locks or barricades which restrict vehicular and pedestrian access at any Approved Access Point which has been abandoned by the POA.
- h) All of the actions and determinations of Grantee under this Paragraph 3 are subject to judicial review. If Grantor believes that Grantee has taken any other action in violation of any provisions of this Agreement (whether in this Paragraph 3 or elsewhere), then Grantor may seek and obtain judicial relief, with injunctive remedies or other remedies which may be available at law or in equity. Notwithstanding the foregoing, it is agreed and understood that the Grantee will have no liability to the Grantor or Approved Participants due to the loss of rights to use the Approved Trails during the period of any closure imposed by Grantee under the terms of this Paragraph 3.

4) Miscellaneous.

- a) Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Approved Trails and the right to use the same to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than Grantor and its successors and assigns, Grantee and its successors and assigns, the POA and the Approved Participants any rights or remedies under, or by reason of, this Agreement.
 - b) If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
 - c) The rights and obligations contained herein shall run with the land and shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns. This Agreement may not be amended except by written instrument which is executed by Grantee and either Grantor or the POA and which is recorded in the Official Public Records of Travis County, Texas.
- 5) INDEMNITY OBLIGATIONS. GRANTOR SHALL AND HEREBY AGREE TO INDEMNIFY AND HOLD GRANTEE AND GRANTEE'S ADMINISTRATORS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LIABILITIES, DAMAGES, SUITS, ACTIONS, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEYS' FEES) WHETHER ARISING OUT OF INJURY TO PERSONS OR PROPERTY OR OTHERWISE, CAUSED BY OR ARISING OUT OF ANY OF GRANTOR'S OPERATIONS OR ACTIVITIES UPON, OR IN CONNECTION WITH THE PRESERVE TRACT, INCLUDING ANY HARM WHICH COULD OCCUR TO GRANTOR OR ITS INVITEES WHILE ENTERING ONTO THE PRESERVE TRACT WHETHER OR NOT PERMISSION WAS GRANTED BY GRANTEE FOR THE ACCESS UNLESS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTEE, ITS EMPLOYEES, AGENTS OR CONTRACTORS.

SCHEDULE "D-3"
TO WARRANTY DEED

Legal Description of Benefited Tract for Approved Trails License

[Attach 297.660-acre legal description]

SCHEDULE "E"
TO WARRANTY DEED

Terms and Conditions of Open Space and Other Use Restrictions

- 1). Open Space. It is expressly understood and agreed by Grantor and Grantee that the Mitigation Tract conveyed hereby is intended at all times hereafter to be operated and maintained by Travis County, Texas, its successor and assigns, as an endangered species habitat preserve in accordance with (a) the terms, conditions and requirements set forth in the Interlocal Cooperation Agreement dated August 3, 1995 between Travis County and the City of Austin implementing the Balcones Canyonlands Conservation Plan Shared Vision (the "Regional Plan"), with the Regional Plan being outlined and described in the "Habitat Conservation Plan and Environmental Impact Statement" dated March, 1996, between the City of Austin and Travis County, and (b) the regional permit issued by USFWS under its Permit No. PRT 788841 on May 2, 1996 (the "Regional Permit"). To the extent that all or any portion of the Mitigation Tract, for any reason, ceases to be used as an endangered species habitat preserve in accordance with the terms, conditions and requirements of the Regional Plan and Regional Permit, then the Mitigation Tract shall continue to be held and maintained by Travis County, Texas, its successor and assigns, as "open space" subject only to access and use in accordance with the terms of the Approved Trails License described in **Schedule D-2** to this Special Warranty Deed by the applicable parties described therein. In no event shall all or any portion of the Mitigation Tract be used, developed and/or maintained for any other purpose other than "open space," and with no public access permitted thereto, other than by the applicable parties described in **Schedule D-2** to this Special Warranty Deed in accordance with the terms and conditions of the Approved Trails License. The foregoing use restriction is intended to (a) be binding upon the Mitigation Tract conveyed hereby, as well as Travis County as its owner, and any subsequent owner of all or any portion of the Mitigation Tract, and constitutes a covenant (coupled with an interest) running with the title to the Mitigation Tract hereby conveyed, and (b) inure to the benefit of each of Grantor, the owners of any of the Retained Tract, the POA (as defined in **Schedule D-2** to this Special Warranty Deed), the Volente Municipal Utility District, and their respective successors and assigns, and constitutes a covenant and appurtenant right (coupled with an interest) running with the title to the Retained Tract.
- 2). Vegetation Clearing. Vegetation clearing activities in, or within 300 feet of, occupied habitat will be conducted outside the breeding season of the golden-cheeked warbler or black-capped vireo occupying the habitat, unless breeding season surveys performed by a Service-permitted biologist indicate that no golden-cheeked warblers or black-capped vireos are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the golden-cheeked warbler is March 1 to August 1. The breeding season for black-capped vireo is March 15 to September 1. Building, utility infrastructure, and street construction may be conducted year round as long as the construction activities promptly follow the clearing activities and/or were initiated before March 1, therefore being continuous activity from before the start of the breeding season. For the purposes of this provision, the black-capped vireo breeding season is defined as March 15 through September 1, and the golden-cheeked warbler breeding season is from March 1 through August 1.
- 3). Revegetation. Clearing for construction of building, streets, and other areas of impervious cover will be minimized to the maximum extent practicable. Consideration will be given to allowing no more than a width of 25 feet to remain unplanted with appropriate woody vegetation on utility easements, to allow future access by maintenance vehicles. Areas disturbed during construction but not occupied by buildings or impervious surfaces be replanted with native vegetation species, to provide additional benefit to the black-capped vireo and golden-cheeked warbler.
- 4). Deer and Bird Seed Feeders. Grantor is prohibited from providing any supplemental feed for deer or bird seed feeders (other types of feeders such as hummingbird feeders or suet feeders are not prohibited).
- 5). Pesticides. Grantor is prohibited from using organochlorine and organophosphate pesticides, or the use of any other types of pesticides in a manner that is not in accordance with the manufacturer's directions.

SCHEDULE "F"
TO WARRANTY DEED

Plat and Other Instrument Joinder Obligations of Travis County

Reference is hereby made to that certain Ordinance adopted by the Village of Volente, Texas (the "Village") effective as of October 23, 2007, evidencing the conditional preliminary plan (the "Preliminary Plan") approval by the Village for the 297.660-acre tract described in **Schedule D-3** to this Warranty Deed (the "Preliminary Plan Tract"). Buyer acknowledges that those portions of the Mitigation Tract conveyed hereby that are described in **Schedules A-2, A-3 and A-4** to this Warranty Deed (collectively the "Platted Tracts") are included within such 297.660-acre Preliminary Plan Tract. As a result, by its acceptance of this Warranty Deed, Buyer agrees that within thirty (30) days after receipt by Buyer of any written notice from Seller requesting that Buyer either execute and deliver a final subdivision plat of any portion of the Preliminary Plan Tract or any other development-related instrument that contains or effects all or any portion of the Platted Tracts conveyed hereby to Buyer and such plat or such other development-related instrument, as applicable, is otherwise in substantial compliance with the development of all or any portion of the Preliminary Plan Tract as contemplated in the Preliminary Plan, as the same may now or hereafter be amended with the approval of the Village, Buyer will (i) execute and deliver such final subdivision plat to the Village and any other applicable governmental authority for purposes of including and subjecting the applicable portion of the Platted Tracts to the terms and coverage of such final plat and (ii) execute and deliver any such other development-related instruments to the applicable party entitled thereto, so long as (a) such final plat or other development-related instrument, as applicable, does not impose any conditions on such Platted Tracts that are inconsistent with the Regional Plan (as defined in **Schedule E** to this Warranty Deed) and (b) Buyer is not required to post all or any portion of any related fiscal surety deposit required to be posted by the Village or any other applicable governmental authority in connection with the filing of such final plat or other development-related instrument, as applicable. The final subdivision plat and each such other development-related instrument, as applicable, will have been prepared by Seller, at the sole cost of Seller. Buyer's only obligations regarding the final subdivision plat and any such other development-related instruments will be to promptly execute the same, in the appropriate places, and deliver the final plat document to the Village or executed originals of any such other development-related instruments to the appropriate party entitled thereto. Seller HOLDS BUYER HARMLESS AND WILL INDEMNIFY BUYER of and from any obligation, cost, or expense related to the final subdivision plat and all such other development-related instruments, other than Buyer's obligations to promptly execute and deliver the final subdivision plat to the Village and such other development-related instruments to the appropriate party entitled thereto.

SCHEDULE "G"
TO WARRANTY DEED

Regional Waterline Easement Legal Description

[Attach 1.008-acre tract legal description]

EXHIBIT "D"
TO PURCHASE CONTRACT

REGIONAL WATERLINE EASEMENT LEGAL DESCRIPTION

[Attach 1.008-acre legal description]

EXHIBIT "E"
TO PURCHASE CONTRACT

DRIP IRRIGATION FIELD EASEMENT

[Attach Form of Drip Irrigation Field Easement w/82.939-acre legal description, but confirm final easement will not exceed 55 acres]

EXHIBIT "F"
TO PURCHASE CONTRACT

DRIP IRRIGATION FIELD WASTEWATER LINE/ACCESS EASEMENT

[Attach Form of Drip Irrigation Field Wastewater Line/Access Easement w/0.598-acre legal description]

EXHIBIT "G"
TO PURCHASE CONTRACT

WASTEWATER TREATMENT PLANT WATER QUALITY BUFFER EASEMENT

[Attach Form of Wastewater Treatment Plant Water Quality Buffer Easement w/0.831-acre legal description]

EXHIBIT "H"
TO PURCHASE CONTRACT

WATER STORAGE FACILITY WATER QUALITY BUFFER EASEMENT

[Attach Form of Water Storage Facility Water Quality Buffer Easement w/0.321-acre legal description]

EXHIBIT "F"
TO PURCHASE CONTRACT

STORMWATER POND DRAINAGE EASEMENT

[Attach Form of Stormwater Pond Drainage Easement w/20.195-acre legal description]

EXHIBIT "J"
TO PURCHASE CONTRACT

STORMWATER POND ACCESS EASEMENT

[Attach Form of Stormwater Pond Access Easement w/1.286-acre legal description]

EXHIBIT "K"
TO PURCHASE CONTRACT

WATERLINE AND OTHER UTILITY EASEMENT

[Attach Form of Waterline and Other Utility Easement w/1.224-acre legal description]

EXHIBIT "L"
TO PURCHASE CONTRACT

ELECTRIC UTILITY EASEMENT

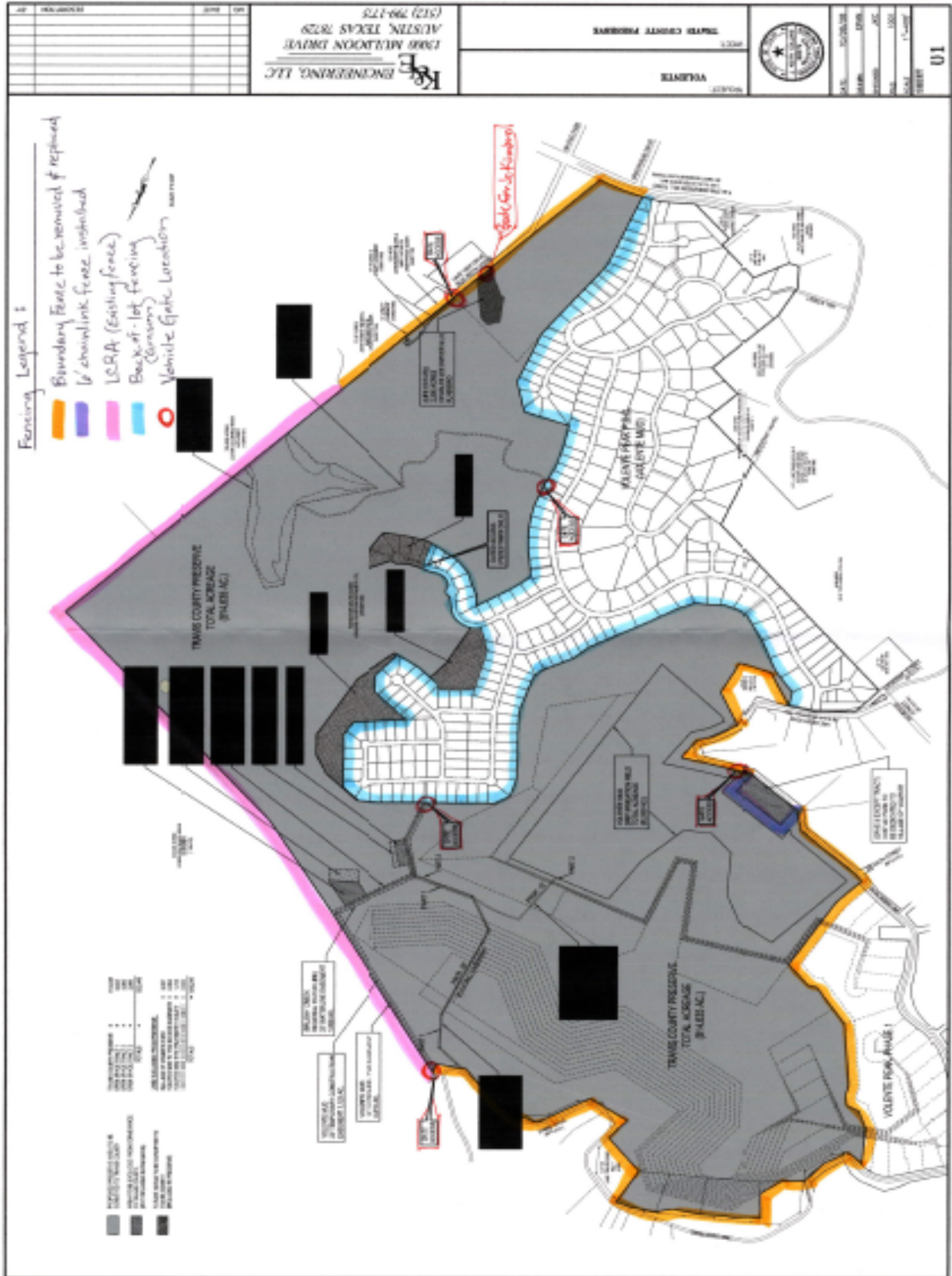
[Attach Form of Electric Utility Easement w/1.33-acre legal description]

EXHIBIT "M"
TO PURCHASE CONTRACT

FENCING REQUIREMENTS

1. Seller shall install and maintain fencing or shall contract with Buyer to install and maintain fencing on the boundary of the mitigation tract in the locations shown on **Exhibit M-1** (the "Fencing Map") attached hereto. This Mitigation Tract fencing shall provide a barrier to pedestrian and vehicular ingress and egress around the entire perimeter of the mitigation tract with no gaps at any time. During the construction phase, if any area is unfenced that would allow uncontrolled access to the mitigation tract, temporary metal fencing shall be installed to close any gaps and prevent uncontrolled access until such time as permanent boundary or Back-of-Lot fencing is installed.
2. Seller, at Seller's option and expense, shall install fencing along the rear lot lines of all residential lots (the "Back-of-lot Fencing") which are adjacent to the mitigation tract. Prior to the issuance of a certificate of occupancy on the first house within a development phase, the Back-of-Lot fencing along the entire boundary of that development phase shall be completed. The individual lot owners would be required by a Restrictive Covenant on the lots to maintain such fences in good repair and to replace the fencing from time to time, as necessary. No gates will be allowed within the Back-of-Lot Fencing. Back-of-Lot Fencing may be any type of fence so long as the fencing creates a barrier to pedestrian ingress and egress which is as effective as five foot (5') fencing constructed with metal pickets or a combination of masonry pillars and metal pickets. These Back-of-Lot Fences will be constructed prior to clearing or development of each development phase and will be constructed at the undisturbed ground level. Any retaining walls constructed on the rear of the residential lots will be constructed and maintained from the residential lots and will not require any disturbance to the Mitigation Tract.
3. Seller shall install or shall contract with Buyer to install and maintain 6 foot (6') chain link fencing within the Mitigation Tract on the boundary line with the Volente Community Park tract that creates a barrier from the park tract to the mitigation tract. No gates will be allowed within this fencing. The Volente Community Park will be required to maintain such fence in good repair and to replace the fencing from time to time, as necessary.
4. Along all other boundaries of the mitigation tract, Seller, at Seller's option and expense, shall construct and maintain fencing or shall contract with Buyer to construct and maintain fencing which creates a barrier to entry at least as effective as galvanized woven wire fencing to a minimum height of three feet three inches (3' 3"), plus two (2) strands of barbed wire, raising the total height of fencing to a minimum of approximately four feet two inches (4' 2"). The foregoing standard of required fencing is sometimes referred to herein as "Standard Preserve Fencing." Seller will complete installation of Standard Preserve Fencing within 90 days months of completion of this agreement or make a payment to Buyer to cover these fencing construction costs at the signing of this agreement. A map showing the linear distances along the boundary where "Standard Preserve Fencing" shall be constructed will be provided to Buyer.
5. Seller, at Seller's option and expense shall install and maintain gates or shall contract with Buyer to install such gates as may be required to reasonably control access to the Mitigation Tract for use of the Approved Trails and easement roads and to provide for the Reserved Rights. Gates shall be installed and maintained that control access on the Approved Trails and allow for the reserved rights but shall otherwise remain locked.
6. The Buyer, at Buyer's option and expense, may install fencing in addition to the fencing required for the Back-of-Lot Fencing or the other fencing required to be constructed by Seller under the terms of this Contract. Buyer may install and maintain fencing on the boundary of the Land, and may include standard barbed wire fencing or a combination of woven metal fencing and barbed wire or deer fencing up to eight feet (8') in height; provided that Buyer shall install such gates as may be required to provide access allowed in the Reserved Rights.

EXHIBIT "M-1" TO PURCHASE CONTRACT FENCING MAP



**EXHIBIT “N”
TO PURCHASE CONTRACT**

O&M COSTS

1. Estimated Mitigation Tract Operation and Management Costs. Buyer has estimated costs to conduct operation and management for the Mitigation Tract as follows:
 - a. Estimated Costs Without Limited Access to Approved Trails. If the Mitigation Tract is conveyed to Buyer in accordance with this Contract and Seller elects to prohibit access to Approved Trails of the Mitigation Tract by residents of the Retained Tract and their accompanied invitees and guests, the first year of operation and management costs for the Mitigation Tract are estimated as follows:
 1. A one time fee in the amount of \$22,130.00 for equipment necessary to maintain the Mitigation Tract (the “One Time O&M Fee Without Resident Access”), and
 2. An initial annual payment in the amount of \$47,632.00 for maintenance and operation of the Mitigation Tract (the “O&M Fee Without Resident Access”; the O&M Fee Without Resident Access and the One Time O&M Fee Without Resident Access collectively referred to herein as the “Basic Land Management Costs Without Resident Access”).
 - b. Estimated Costs With Limited Access to Approved Trails. If the Mitigation Tract is conveyed to Buyer in accordance with this Contract and Seller elects to allow access to Approved Trails by residents of the Retained Tract and their accompanied invitees and guests as provided in **Schedule D-2** to the form of Special Warranty Deed attached hereto as **Exhibit “C”**, the first year of operation and management costs for the Mitigation Tract are estimated to include the Basic Land Management Costs Without Resident Access, plus the following:
 1. A one time fee in the amount of \$28,650.00 for equipment necessary to maintain the Mitigation Tract directly related to resident access (the “One Time O&M Fee With Resident Access”).
 2. An initial annual payment in the amount of \$52,140.00 for maintenance and operation of the Mitigation Tract directly related to resident access (the “O&M Fee With Resident Access”; the O&M Fee with Resident Access and the One Time O&M Fee With Resident Access collectively referred to herein as the “Basic Land Management Costs With Resident Access”). The Basic Land Management Costs Without Resident Access and the Basic Land Management Costs With Resident Access collectively comprise the O&M Costs as referenced in **Section V** of this Contract.
 - c. Other. Seller shall pay Buyer the (i) Basic Land Management Costs Without Resident Access in accordance with Section 2(a) of this **Exhibit N**, and (ii) Basic Land Management Costs With Resident Access in accordance with Section 2(b)-(c) of this **Exhibit N**.
2. Payment of O&M Costs. Seller agrees to pay Buyer the O&M Costs as follows:
 - a. Payment of Certain Costs Regardless Whether Limited Access to Approved Trails. Regardless of whether Seller elects to allow access to Approved Trails of the Mitigation Tract by residents of the Retained Tract and their accompanied invitees and guests as provided in **Schedule D-2** to the form of Special Warranty Deed attached hereto as **Exhibit “C”**, Seller agrees to pay Buyer the following amounts within sixty (60) days after the Closing Date:

1. The One Time O&M Fee Without Resident Access, plus an additional \$146,624.15 to cover the needed fencing costs, and
 2. The O&M Fee Without Resident Access. Subsequent annual payments of the O&M Fee Without Resident Access shall be made to Buyer in accordance with Section 3(a) of this Exhibit N.
- b. Allowing/Opening and Prohibiting/Closing Limited Access to Approved Trails; Payment Obligation. Seller, at Seller's sole discretion, shall have the option to elect to allow access to Approved Trails by residents of the Retained Tract and their accompanied invitees and guests as provided in Schedule D-2 to the form of Special Warranty Deed attached hereto as "Exhibit C". Seller shall notify Buyer of any such election of Seller's option to allow limited access by written notice to Buyer along with payment of the Basic Land Management Costs With Resident Access. Limited access may proceed no earlier than six (6) months following written notice and payment from Seller to Buyer under this Section 2(b). Seller, or the property owner's association ("POA") established in connection with the development of all or a majority of the Retained Tract, shall have the option to elect to prohibit access to and close the Approved Trails upon written notice to Buyer; provided, the POA must obtain written consent from Seller to any exercise by the POA of its election to prohibit access to and close the Approved Trails. Upon providing notice to Buyer of election to prohibit access to and close the Approved Trails, the annual O&M Fee With Resident Access due during the year such notice is provided shall be prorated to the date notice is received by Buyer, and any further obligation to pay the annual O&M Fee With Resident Access shall cease thereafter.
- c. Payment of Costs With Limited Access to Approved Trails. If Seller elects to allow access to Approved Trails of the Mitigation Tract by residents and accompanied invitees and guests of the Retained Tract pursuant to Section 2(b) of this Exhibit N, Seller agrees to pay Buyer the following amounts:
1. The One Time O&M Fee With Resident Access, and
 2. The Annual O&M Fee With Resident Access. Subsequent annual payments of the Annual O&M Fee With Resident Access, if any, shall be made to Buyer in accordance with Section 3(b) of this Exhibit N.
 3. Seller and Buyer agree that Seller's written notice and payment to Buyer pursuant to Section 2(b) of this Exhibit N shall be a condition precedent to any payment of Seller to Buyer under Section 2(c) of this Exhibit N.
3. Annual Payment and CPI Escalator of Certain Annual O&M Fees.
- a. Annual Payment and CPI Escalator of Annual O&M Fee Without Limited Access to Approved Trails. Seller shall pay the annual O&M Fee Without Resident Access each subsequent year within thirty (30) days after the anniversary of the Closing Date until such time as the "Total Improvement Value" of the development on the Retained Tract has reached \$18 million. The "Total Improvement Value" is designated annually by Travis Central Appraisal District for the improvements constructed on the Retained Tract. The annual O&M Fee Without Resident Access may increase each year as necessary to reflect increases in the "Consumer Price Index." The annual O&M Fee Without Resident Access shall be adjusted each year to equal the product obtained by multiplying \$47,632.00 by a fraction, the numerator of which is the "Consumer Price Index - Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1982-84 = 100)," published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"), for the applicable year for which the O&M Fee

is being calculated (“*New CPI-U*”), and the denominator of which is the CPI-U for [December] 2008 (“*Base CPI-U*”). If the CPI-U is discontinued, the “Consumer Price Index - Seasonally Adjusted U.S. City Average For All Items For Urban Wage Earners and Clerical Workers (1982-84=100),” published monthly in the “Monthly Labor Review” by the Bureau of Labor Statistics of the United States Department of Labor (“*CPI-W*”), shall be used for computing the annual adjustment of the annual O&M Fee Without Resident Access. If the base year “(1982-84=100)” or other base year used in computing the CPI-U (or CPI-W, if applicable) is changed, the figures used in making the adjustment shall be changed accordingly, so that all increases in the CPI-U (or CPI-W, if applicable) are taken into account notwithstanding any such change in the base year.

- b. Annual Payment and CPI Escalator of Annual O&M Fee With Limited Access to Approved Trails, If Applicable. Payment by Seller to Buyer of the annual O&M Fee With Resident Access, if and when payable by Seller to Buyer as provided in Section 2(b)-(c) of this Exhibit N, shall be increased to reflect increases in the Consumer Price Index using the methodology provided for under Section 3(a) of this Exhibit N; provided, the multiplier used shall be \$52,140.00, rather than \$47,632.00, and said O&M Fee With Resident Access, as so increased, shall be due and payable in perpetuity and shall not discontinue after such time as the “Total Improvement Value” of the development on the Retained Tract has reached \$18 million, except as otherwise agreed upon in writing by Buyer and Seller.
 - c. Other. Buyer will notify Seller of the annual O&M Fee Without Resident Access and, if applicable, the annual O&M Fee With Resident Access, for each subsequent year within ninety (90) days prior to the date such fee is due or upon the availability of the current new CPI –U data, whichever is the later date and shall include Buyer’s calculations for determining the adjustment to the O&M Fee Without Resident Access and, if applicable, the annual O&M Fee With Resident Access.
4. Should Seller fail to forward an annual payment of the annual O&M Fee Without Resident Access or, if applicable, the annual O&M Fee With Resident Access, Buyer reserves the right to close trails and prohibit the use of such trails and roads through the License Area, as well as other remedies available to Buyer, including remedies outlined in Exhibit D-2 of the Warranty Deed; provided, Buyer shall restore and reinstate the full trail usage rights at such time as any such delinquent annual O&M Fee Without Resident Access and, as applicable, any annual O&M Fee With Resident Access payments are made by Seller to Buyer.

EXHIBIT "O"
TO PURCHASE CONTRACT

CELL TOWER LEASE ASSIGNMENT

[Attach Form of Cell Tower Lease Assignment]

EXHIBIT "G"
TO PURCHASE CONTRACT

WATER QUALITY BUFFER EASEMENT
(Wastewater Treatment Facility)

This WATER QUALITY BUFFER EASEMENT (this "Agreement") is made effective the ____ day of _____, 2008, by and between TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas ("Grantor"), and VOLENTE MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas organized pursuant to Article 16, Section 59, of the Texas Constitution ("Grantee").

Recitals:

1. Grantor owns and holds fee simple title to that certain tract of real property situated in Travis County, Texas, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Easement Area").

2. In accordance with the terms of this Agreement, Grantor has agreed to grant to Grantee a non-exclusive, perpetual water quality buffer zone easement upon, over and across the Easement Area for purposes of providing a water quality buffer zone adjacent to the wastewater treatment plant and related facilities of Grantee to be located upon land adjacent and contiguous to the Easement Area.

Agreements:

Now therefore, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree for themselves, and their respective successors and assigns, as follows:

1. Easement. Grantor hereby grants to Grantee a non-exclusive, perpetual water quality buffer zone easement upon, over and across the Easement Area (the "Easement") for purposes of providing a water quality buffer zone adjacent to the wastewater treatment plant and related facilities of Grantee to be located upon land adjacent and contiguous to the Easement Area (collectively the "Wastewater Treatment Plant"), and in order to maintain such water quality buffer zone, no clearing of natural vegetation from and/or disturbance of the ground surface of any of the Easement Area shall be permitted by Grantor, Grantee or any other party. Grantor hereby binds itself and its successors and assigns, to warrant and forever defend title to the Easement Area unto Grantee, its successors and assigns, against all persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the terms and provisions hereof.

2. Noise Protection. Grantee acknowledges that it shall be required to provide noise protection at the Wastewater Treatment Plant at all times, which protection will include devices which reduce the noise attributable to the applicable operations at the Wastewater Treatment Plant, and in addition to ambient noise, to no more than 32 db at 50 feet from the blowers and 28 db at 100 feet from the blowers.

3. Subordination to Permit. Grantee acknowledges that the Easement Area is covered by a certain federal Endangered Species Act Section 10(a) Permit Number TE-806831, dated October 7, 1996, and subsequently amended (the "Permit"), and that pursuant to the Permit, the Easement Area and certain portions of the surrounding property have been dedicated in perpetuity as a preserve for the benefit of the endangered golden-cheeked warbler. This Easement is in all respects granted to be subject and inferior to the Permit and related documents, instruments, and agreements and any future amendments thereof. The joinder of Grantee shall not be required in connection with any future amendments of the Permit or any such related documents, instruments, or agreements. Grantee covenants and agrees that any activities within the Easement Area will be in accordance with the Permit and any and all other applicable legal requirements.

4. No Public Grant. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under, or by reason of, this Agreement.

5. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to define, limit, describe or interpret the agreements contained herein or the rights granted hereby nor in any way affect the terms and provisions hereof.

6. Attorneys' Fees. In the event any party should bring suit against the other party in respect of any matters provided for herein, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of court in connection with such suit.

7. Partial Invalidity. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

8. Runs With Land/Successors; Amendments. The rights and obligations contained herein shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective contractors, agents, representatives, successors and assigns. This Agreement may not be amended except by written instrument executed by Grantee and Travis County, Texas (such approval by Travis County to not be unreasonably withheld, conditioned or delayed) and recorded in the Official Public Records of Travis County, Texas..

9. Counterparts. This document may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart-signed documents shall be deemed to be an original and one instrument.

10. Governing Law. This document shall be governed by and interpreted under the laws of the State of Texas.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Easement effective as of the day and year first above written.

GRANTOR:

GRASON VOLENTE INVESTMENTS, LTD.,
a Texas limited partnership

By: Grason Communities I LLC,
a Texas limited liability company
Its General Partner

By: _____
Name: _____
Title: _____

GRANTEE:

VOLENTE MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas
organized pursuant to Article 16, Section 59, of the
Texas Constitution

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2008, by _____, _____ of Grason Communities I LLC, a Texas limited liability company, on behalf of said corporation acting as General Partner on behalf of Grason Volente Investments, Ltd., a Texas limited partnership.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2008, by _____, _____ of Volente Municipal Utility District, a political subdivision of the State of Texas organized pursuant to Article 16, Section 59, of the Texas Constitution.

Notary Public in and for the State of Texas

Exhibit A – Easement Area

EXHIBIT A
TO WATER QUALITY BUFFER EASEMENT

[Attach legal description for 0.831-acre tract]

Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(Date)

Work Session _____
(Date)

I. A. Request made by: _____ Phone # 854-9383
Joseph P. Gieselman, Exec. Mgr.
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC 12 PM 3:11

B. Requested Text: Receive briefing and take appropriate action on the Federal Economic Stimulus Package including project list submitted by the Texas Department of Transportation.

C. Approved by: _____
Samuel T. Biscoe, County Judge

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

- Bob Daigh, PE, District Engineer, TXDOT Austin District, 832-7000
- Joe Cantalupo, Executive Director, CAMPO, 974-6441
- Ed Collins, TXDOT, Austin District, 832-7041
- Alicia Perez, Executive Manager, Administrative Services, 854-9343
- Deece Eckstein, Intergovernmental Relations Coordinator, 854-9343
- Carol Joseph, TNR, 854-9383
- Steve Manilla, PE, TNR, 854-9383
- LeRoy Click, TNR, 854-9383
- Charlie Watts, TNR, 854-9383

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



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

AGENDA ITEM # 23
12/16/08

Date: December 11, 2008

MEMORANDUM

To: Members of the Commissioners' Court

From: Joseph P. Gieselman, Executive Manager

Subject: Briefing on Federal Economic Stimulus Package

Proposed Motion: Receive briefing and take appropriate action on the Federal Economic Stimulus Package including project list submitted by the Texas Department of Transportation.

Summary and Staff Recommendation:

Since the November 2008 election, there has been considerable discussion of an economic stimulus package to be considered by Congress in early 2009. This discussion has led to numerous requests by interest groups, associations and agencies to compile lists of infrastructure projects that could be considered as a part of a future stimulus package to help create jobs and stimulate business. Currently, Transportation and Natural Resources (TNR) staff is seeking approval from Commissioners Court to provide project lists to the Texas Department of Transportation (TXDoT) that meet TXDoT's eligibility criteria.

In early November 2008, the TXDoT Austin District received a request from its Administrative Office to provide a list of projects that would be eligible for a proposed forthcoming Economic Stimulus Package to be considered by Congress. Criteria was developed by TXDoT Administration and provided to the Austin District to qualify projects and includes the following:

- 1) Project design will be completed by June 1, 2009 or sooner,
- 2) Project is or will be in an approved Statewide Transportation Improvement Plan (STIP) by April 1, 2009 or sooner,
- 3) Environmental clearance and all required permits will be received by June 1, 2009 or sooner,
- 4) 100% right-of-entry or 75% of right-of-way acquired by contract execution, and
- 5) Utilities sufficiently cleared.

TXDoT's Austin District responded to the Administration's request with a proposed project list. The Administration provided a combined list of all TXDoT district projects on November 19, 2008 to Senator John Cornyn's Office. The list includes a non-prioritized proposed project list for Travis, Williamson and Hays Counties. The Capital Area Rural Transportation Planning Organization (CARTPO) is currently working on compiling a prioritized list for the rural Counties in TXDoT's Austin District.

The current TXDoT submittal for Travis County includes 24 projects that total \$560.6 million. Of these projects, one added capacity project, US 290 East (East of US 183 to East of SH 130) was submitted that totaled \$504.0 million and accounted for 90% of the total. The additional 10% of the submittal's total is comprised of 23 projects that mainly concern safety/operational maintenance and trail projects. See Attachment 1 for "Prioritized Projects for TXDoT's Austin District Submittal for Travis County."

After reviewing the project list, TNR staff identified additional projects that may meet the Economic Stimulus Package project criteria for road projects on the State's system and County bridges that are eligible for the State's "off-system" funding. TNR staff contacted TXDoT staff and currently those projects are under review to see if they qualify for submittal. See Attachment 2 for a list of prioritized projects requested for addition to TXDoT's Travis County Submittal. Finally, Travis County staff has included a prioritized locally funded project list to be submitted to TXDoT to be added to the submittal package. See Attachment 3 for "Travis County Locally Funded Project Readiness." This list includes a prioritized Travis County locally funded project list and a list of locally funded projects that don't meet the letting criteria but can be started within 2 years. All three project lists were prioritized by TNR staff at the request of CAMPO staff. Since that request, Senator Watson has requested that the TXDoT list for Travis Williamson and Hays Counties along with other additional project lists be forwarded to CAMPO for prioritization through the "Decision Tree" process. It is anticipated that the CAMPO Transportation Policy Board will have an agenda item to approve an Economic Stimulus Projects List at its January 2009 meeting which has been moved from January 12th to January 27th at 6:00PM.

TNR recommends that the Commissioners Court approve Attachments 1, 2 and 3 and submit the list to the Capital Area Metropolitan Planning Organization (CAMPO) to be included in CAMPO's prioritization process.

Budgetary and Fiscal Impact:

Through this process, there is a potential to fund projects that might otherwise have been delayed or postponed. All projects included must be "ready to go" to qualify for funding so the cost benefit is high as well as the ability to provide for a source of new jobs and construction employment.

Also, any additional funding received by the region will allow TXDoT to reprogram other projects and possibly move those projects forward in their work program depending on the funding amount received by the region.

Issues and Opportunities:

- Currently, Transportation and Natural Resources staff are aware of four requests to submit projects:
 - US Conference of Mayors: Main Street Stimulus package Survey (report completed), Project criteria allows for projects that could be started and completed in 2 calendar years. The City of Austin provided an extensive list of public improvement projects.
 - American Association of State Highway and Transportation Officials “Ready To Go” Transportation Project Survey (report completed); project criteria allows for projects that would be under contract in 180 days.
 - National Association of Counties “Ready to Go” Infrastructure Projects survey (survey due December 12); no specific criteria except project needs to be “ready to go”.
 - Texas Department of Transportation Economic Stimulus Package submittal (projects submitted to John Cornyn’s office on November 19th); project criteria requires that the project be let by August 2009. Travis County TNR staff is requesting approval of the Commissioners Court to provide additional projects to this submittal.
- Proposed Economic Stimulus Package funding amount is yet to be determined or approved by Congress.
- Numerous requests are being made to agencies to provide project information to Congress.
- Criteria for project readiness varies.
- No agency tasked with compiling or prioritizing requests.
- Variety of project submittal requests (water, wastewater infrastructure, transit, road maintenance, park improvements, etc.) will make prioritization difficult.
- Undetermined size of package makes prioritization of projects difficult.
- Travis County Project list includes one added capacity project that makes up 90% of the proposed total (\$504.0 million of the \$560.6 million project list total).
- 10% of the submittal total is safety, maintenance, operational and trail improvement projects.
- Possibility that a single added capacity project for US 290E will not be funded due to the \$504.0 million amount requested, therefore leaving Travis County with only a small number of maintenance and operational projects eligible for funding.
- TXDoT District Engineer has stated “given the desperate need for maintenance funds, most, if not all, of the [stimulus] funds will go to maintenance.”
- Future stimulus package goal of seeking creation of long term jobs may not look favorably on maintenance type projects.
- Comparisons to Williamson County’s list show fewer safety/maintenance/operational projects for Travis County’s ready for letting list.
- Additionally, Williamson County has more added capacity projects that meet the eligibility criteria. TXDoT explained that many of these were Pass-Through Financing projects that already had design, environmental clearance, and right-of-way completed.

- Capital Metropolitan Transportation Authority (CapMetro) and Capital Area Regional Transportation System (CARTS) have submitted project lists to be added to TXDoT's submittal.
- Travis County is requesting a list of projects to be added to the list (See Attachments 2 and 3).
- County staff prioritized TXDoT's submittal list (Attachment 1) using safety and operational improvements as the first priority, maintenance projects as second priority, added capacity projects as third priority and other projects as fourth priority. Additional County projects lists (Attachments 2 and 3) were prioritized using the same priority criteria. Projects within the same priority are listed in order of importance.

Background:

In early November 2008, the TXDoT Austin District received a request from TXDOT Administration to provide a list of projects that would be eligible for a proposed forthcoming Economic Stimulus Package to be considered by Congress. TXDoT's Administration provided a list to Senator John Cornyn's Office on November 19, 2008 that includes a non-prioritized proposed project list for Travis, Williamson and Hays Counties. CARTPO is currently working on compiling a prioritized list for the rural Counties in TXDoT's Austin District.

In comparing project lists from other counties in the CAMPO region, the Williamson County submittal includes 33 projects that total \$288.18 million. Of the total, nine are added capacity projects that total \$133.61 million and make up 46% of the Williamson County submittal. The remaining 44% are comprised of 14 safety/operational maintenance and trail projects that total \$154.57 million.

Hays County submittal totals \$34.38 million and includes 2 added capacity projects totaling \$20.38 million or 59% of the total submittal. The remaining 41% includes four safety/maintenance projects that total \$14.0 million.

At the request of the Capital Area Metropolitan Planning Organization (CAMPO), Travis County has prioritized TXDoT's submittal and other projects the County will be requesting to add to the submittal. Since that request, Senator Watson has requested that the TXDoT list for Travis Williamson and Hays Counties along with other additional project lists be forwarded to CAMPO for prioritization through the "Decision Tree" process. It is anticipated that the CAMPO Transportation Policy Board will have an agenda item to approve an Economic Stimulus Projects List at its January 2009 meeting. See Attachment 1 for Prioritized Projects for TXDoT's Austin District Submittal for Travis County.

Required Authorizations: none

Exhibits:

- Attachment 1- Prioritized Projects for TXDoT's Austin District Submittal for Travis County
- Attachment 2- Prioritized Projects Requested for Addition to TXDoT's Travis County Submittal
- Attachment 3- Travis County Locally Funded Project Readiness

JPG:lc:cw
9140 CAMPO

xc: Joe Cantalupo, Executive Director, CAMPO
Bob Daigh, P.E., District Engineer, TXDOT Austin District
Alicia Perez, Administrative Operations
Deece Eckstein, Administrative Operations
Carol Joseph, TNR
Steve Manilla, PE, TNR
LeRoy Click, TNR
Charlie Watts, TNR

Attachment 1

Prioritized Projects for TXDoT's Austin District Submittal for Travis County

Priority	Type	Project	Limits	Improvement	Total
1	Bridge	SH 71 W	At Barton Creek	Rehab Bridge and approaches	1,800,000
1	Bridge	Crumley Ranch Rd.	At Rocky Creek	Replace Bridge and approaches	450,000
1	Bridge	Old San Antonio Rd.	At Onion Creek	Replace Bridge and approaches	250,000
1	Safety/Op	US 290	US 183 to FM 973	Cable barrier	1,000,000
1	Safety/Op	FM 3177	Daffan/Canoga and Larical/FM 969	Add continuous turn lane	1,400,000
1	Safety/Op	FM 973	Blake Manor to Lapoyner St.	Add continuous turn lane	250,000
1	Safety/Op	RM 3238	.06 miles south of SH 71 to SH 71	Intersection realign	630,000
1	Safety/Op	SH 45	Kendrick Blvd and FM 1826	Left turn lane, shoulders and U-turn	960,000
1	Safety/Op	Loop 360	At Westlake Dr.	Construct left turn lane for westbound traffic	250,000
1	Safety/Op	SH 71	.2 mi. west of RM 3228 to RM 3228	Install left turn lane and add paved shoulders	570,000
1	Safety/Op	IH 35	Park Circle North to Park Circle South	Widen southbound frontage road construct decel lane	400,000
				Priority 1 Total:	7,960,000
2	Maint.	LP 275 & FM 1325	Various Locations	Repair, Mill, Seal and Overlay	7,480,000
2	Maint.	US 290 E	IH 35 and Berkman	Mill, Seal and Thin Overlay	2,000,000
2	Maint.	US 183	Montopolis to SH 71 and Burnet to IH 35	Mill, Seal and Thin Overlay	5,200,000
2	Maint.	Loop 1	Colorado River to Barton Creek	Mill, Seal and Thin Overlay	7,580,000
2	Maint.	FM 734	Harris Branch Blvd to US 290	Rehab Roadway	8,900,000
2	Maint.	FM 812	San Jose Ave to Bastrop Co. line	Repair, Seal and Thin Overlay	3,450,000
2	Maint.	US 290	East of FM 973 to west Elgin City limit	Underseal and Overlay westbound lanes	3,000,000
2	Maint.	US 183	RM 620 to Spicewood	Mill Seal and Thin Overlay	2,750,000
2	Maint.	RM 1431	Trails End Rd. to Lago Vista city limits	Seal and Thin Overlay	3,830,000
2	Maint.	US 183	Loop 1 to Burnet Rd.	Mill, Seal and Overlay frontage roads	890,000
				Priority 2 Total:	45,080,000
3	Added Capacity	US 290	East of US 183 to east of SH 130	Construct 6-lane toll facility with frontage roads	504,000,000
				Priority 3 Total:	504,000,000
4	Trail	Walnut Creek Trail	Northern Walnut Creek Trail in Austin	Construct trail	3,330,000
4	Landscape	US 290	IH35 to US 183	Landscape and irrigation	230,000
				Priority 4 Total:	3,560,000
				Austin Dist. Submittal Total:	560,600,000

Attachment 2

**Prioritized Projects Requested for Addition to TXDoT's Travis County Submittal
(TXDoT Roadways and Off System Funded Bridges)
(Prioritized in order of importance)**

Prior.	Pct.	Project	Limits	Improvement	Const. Cost
1	1	Old Manor Road (#113)	Bridge at Walnut Creek	Bridge Replacement, structurally deficient	\$1,670,000
1	3	FM 2304 (Manchaca Road)	Ravenscroft to FM 1626	Safety improvements	\$2,100,000
1	3	FM 2769	City of Cedar Park to RM 620	Gap completion between Anderson Mill Road and FM 2769	\$2,000,000
1	1	FM 3177	US 290 East and FM 3177	Realignment with Harris Branch Parkway	\$4,000,000
1	1	Lund Carlson Road (#136)	Bridge at Willow Creek	Bridge Replacement, functionally obsolete	\$550,000
1	1	Boyce Lane (#109)	Bridge at Harris Branch Creek	Bridge Replacement, functionally obsolete	\$300,000
1	1	Old Highway 20 (#155)	Bridge at Gilleland Creek	Bridge Replacement, functionally obsolete	\$1,200,000
1	2	Weiss Lane (#229)	Bridge at Willbarger Creek	Bridge Replacement, functionally obsolete	\$550,000
1	3	Hamilton Pool Road (#315)	Bridge at Pedernales River	Bridge Replacement, functionally obsolete	\$1,000,000
				Total:	\$13,370,000

Attachment 3
Travis County Locally Funded Project Readiness

**Prioritized Travis County Locally Funded Projects To Be Added to
Economic Stimulus Package List
(Prioritized in order of importance)**

Priority	Project	Award by 9/1/2009	Const Cost Est
1	Slaughter Lane Bridge over Onion Creek	Y	\$70,000
1	Ferguson-Tuscany Way	Y	\$3,500,000
1	Blake-Manor Realignment	Y	\$700,000
3	Howard Lane I	Y	\$12,000,000
3	Gattis School Road	Y	\$8,166,900
3	McKinney Falls Parkway Extension Ph I	Y	\$3,000,000
4	Hunters Bend Roadway/Sidewalk Safety	Y	\$500,000
4	McKinney Falls Parkway Pedestrian Way	Y	\$760,000
4	Wells Branch Pkwy/Thermal Dr Sidewalk	Y	\$1,100,000
4	Gilleland Crk Trl Phase 3	Y	\$872,000
4	Parmer Lane IB/IIA (Public-Private-Public)	Y	\$500,000
Travis County Locally Funded			\$31,168,900

**Additional Travis County Locally Funded Public Works Projects Not
Meeting Letting Criteria, But Can Be Started Within 2 Years
(Prioritized in order of importance)**

Priority	Project	Award by 9/1/2009	Const Cost Est
1	Bridge # 109; Boyce Lane	N	\$300,000
1	Jesse Bohls Bridge #231	N	\$1,700,000
1	Kimbro/Parsons Bridge Replacement	N	\$3,000,000
1	Imperial Valley Drainage Improvements	N	\$1,600,000
1	Caldwell Lane Drainage	N	\$350,000
1	Hamilton Pool Road	N	\$10,000,000
1	Tuscany-Springdale	N	\$3,500,000
3	Frate-Barker	N	\$7,500,000
3	Howard Lane II	N	\$18,000,000
3	McKinney Falls Parkway Extension Ph II	N	\$3,000,000
3	Slaughter Lane Extension Ph I	N	\$8,000,000
3	Slaughter Lane Extension Ph II	N	\$10,000,000
3	Slaughter Lane Bridge over Marble Creek	N	\$4,500,000
3	Braker Lane I (Public-Private-Public)	N	\$9,000,000
3	Braker Lane II Public-Private	N	\$13,000,000
3	Decker Lake Rd (Public-Private-Public)	N	\$3,000,000
3	Reimers-Peacock Road	N	\$6,000,000
4	SW Metro Park	N	\$1,300,000
4	NE Metro Phase IV	N	\$10,500,000
4	Onion Creek Greenbelt	N	\$5,500,000
4	SE Metro Park, Ph II amenities	N	\$6,000,000
Travis County Locally Funded			\$125,750,000

Travis County Commissioners Court Agenda Request

Voting Session: December 16, 2009
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on items related to the Program Year 2008 grant agreement for Community Development Block Grant funds provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Request to execute the Program Year 2008 (PY 2008) grant agreement; and
- B. Request to authorize the County Judge to sign the agreement as the certified official.

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

Signature of Commissioner(s) or County Judge

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

Rodney Rhoades, PBO
 Travis Gatlin, PBO
 Susan A. Spataro, Auditor's Office
 Mary Etta Gerhardt, County Attorney's Office
 Kimberly Walton, Auditor's Office
 Cynthia McDonald, TNR
 Janice Cohoon, Auditor's Office

Jason Walker, Purchasing
 Joe Gieselman, TNR
 DeDe Bell, Auditor's Office
 Cyd Grimes, Purchasing
 Steven Manilla, TNR
 Kathleen Haas, TNR
 Jessica Rio, TNR

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.

08 DEC 11 AM 11:21



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE**

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

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

MEMORANDUM

Date: December 9, 2008

To: Members of the Commissioners Court

From: *Sherri E. Fleming by [Signature]*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

Subject: Community Development Block Grant (CDBG) Program Year 2008 Grant Agreement

Proposed Motion:

Consider and take appropriate action on items related to the Program Year 2008 grant agreement for Community Development Block Grant funds provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Request to execute the Program Year 2008 (PY 2008) grant agreement; and
- B. Request to authorize the County Judge to sign the agreement as the certified official.

Summary and Staff Recommendations:

Staff recommends the approval of the PY 2008 CDBG grant agreement with HUD. This will allow staff to implement the approved PY 2008 Action Plan. The County Attorney's office has reviewed the agreement and a copy has been provided to the Auditor's office for review. The HUD agreement, a letter from the County Attorney's office and related correspondence is attached. Per HUD's direction in the email attached dated 10/29/07, the grantee name was changed from Samuel T. Biscoe to County of Travis, TX. In

addition, per the County Attorney's office request, "by" was added to the signature line. HUD recognizes the County Judge as the certifying official for all transactions unless the Court delegates the responsibility to someone else.

Budgetary and Fiscal Impacts:

Executing the agreement allows the projects approved for PY 2008 to be implemented.

Issues and Opportunities:

In HUD's letter attached to the grant agreement, a request was made to provide some additional information to the Fair Housing and Economic Opportunity office regarding the location of projects in relation to areas of minority concentration. Please find that communication attached.

In HUD's letter attached to the grant agreement, a request for the status on the land acquisition project was made and a recommendation for technical assistance with the field office was made in relation to this project and the subsequent infrastructure project. Staff have updated the HUD field office and are receiving technical assistance to ensure the monies are spent in an eligible manner.

In HUD's letter attached to the grant agreement, a request for a work out plan to resolve timeliness issues is referenced. The work out plan was submitted and approved by HUD prior to this letter being mailed to us. HUD writes the award letter several weeks prior to it being mailed; therefore, some items are taken care of prior to receipt of the letter by the County.

Executing the PY 2008 CDBG grant agreement allows Travis County to move forward with spending \$833133 in community development and public service projects.

With the execution of this agreement, the County assumes HUD's responsibility for all environmental reviews with any HUD funding source within the County outside the City of Austin.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons. HUD approved Travis County's 2006-2010 Consolidated Plan for the CDBG program in December 2006.



U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of the Field Office Director
One Alamo Center
106 South St. Mary's Street, Suite 805
San Antonio, Texas 78205-3601
Telephone: (210) 475-6806 – Fax: (210) 472-6804
www.hud.gov www.espanol.hud.gov

RECEIVED
OCT 27 AM 10:17

OCT 22 2008

The Honorable Samuel T. Biscoe
Judge of Travis County
P. O. Box 1748
Austin, Texas 78767

Dear Judge Biscoe:

SUBJECT: Approval of 2008 One-Year Action Plan Submission
Community Planning and Development Block Grant
(CDBG) B-08-UC-48-0503

Thank you for your timely submission of the County's Annual Action Plan. The Plan covers the period beginning October 1, 2008, and ending on September 30, 2009. This serves as official approval notification of the plan for the third year of the five-year Consolidated Plan and Strategy.

This year's grant allocation for the program cited below is approved in the following amount:

PROGRAM: CDBG AMOUNT: \$ 833,133

We appreciate the hard work of the County's Community Development staff in producing this year's Action Plan. The two basic regulatory requirements for approval of the plan have been met. The Plan is substantially complete in addressing all regulatory requirements and is consistent with the purposes of the *National Affordable Housing Act*. Our conclusions for approval and the comments cited in this review will be part of the national database within HUD's *Grant Management System (GMS)*. The County's Action Plan included an Executive Summary that presents to the reader a concise but complete description on the use of the program year funding. The Action Plan also presented maps indicating the target area location of potential projects. The citizen participation process, recommendations and comments were reported. In compliance with 24 CFR 91.220 requirements, the Action Plan showed the priority designations, quantitative goals and expected completion dates for each proposed activity. These elements will establish the basis for performance evaluation when the County submits its end of the year CAPER (Consolidated Annual Performance and Evaluation Report). The CAPER must be submitted within 90 days from September 30, 2009, the end of your program year.

Proposed projects cited in your Consolidated Plan Listing of Proposed Projects to be loaded into HUD's *Integrated Disbursement and Information System (IDIS)* have been

given a preliminary review. However, approval of your Action Plan does not give automatic eligibility approval to the specific projects identified in the Action Plan or subsequent projects created by amendments. It is the responsibility of each grantee to ensure that each project is eligible and can meet a national objective in accordance with HUD regulations. Grantees are required to properly document and justify each project's eligibility and national objective in its files for future HTJD on-site monitoring reviews. Each file should include all elements required in the regulations cited at 24 CFR 570.506, *Records to be maintained*. This should include, among other things, agreements, maps indicating service areas and the basis for the determinations, income limits, eligibility documents, etc. Moreover, the County is reminded that under 24 CFR 570.501(b) you must ensure that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the County of this responsibility.

Based on preliminary review of proposed projects the following comments are made:

- Infrastructure for new Housing Development by Austin Habitat for Humanity on land previously purchased with CDBG, \$500,000: Please provide information on the current disposition of the land. Keep in mind, that grantees may acquire property with CDBG funds and resell it to a private developer such as Habitat for Humanity for purpose of lowering cost to make housing affordable to low-income homebuyers. However, please contact your CPD Representative for further technical assistance if this CDBG infrastructure project will not be undertaken as a public facility project under 24 CFR 570.201(c) and 570.208(a)(1).
- It is acknowledged that the County submitted simultaneously with this year's Action Plan a Substantial Amendment regarding reprogramming of funds (\$83,659) and the amendment has been reviewed and determined to be in compliance with 24 CFR 91.105(c) criteria.

Please take necessary steps in IDIS to set-up new or amended projects reflecting the reprogramming.

Our Office of Fair Housing and Equal Opportunity (FHEO) reviewed your Action Plan and determined that although you provided a description (maps, summaries, addresses) of the geographic distribution of proposed activities, you did not indicate whether the targeted areas are located in minority concentrated areas, as required in accordance with 24 CFR 91.220(f). The Office of FHEO requests you provide the following additional information: Geographic distribution. A description of the geographic areas of the jurisdiction (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year, giving the rationale for the priorities for allocating investment geographically. When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to a target area, (24 CFR 91.220(f)). This information should be sent to Joe F. Castillo, Director, Fair

Housing and Equal Opportunity. If you have any questions regarding this, please contact Al Galvan at 210-475-6800, Ext. 2219.

We wish to remind the County that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG Program). Funds for such activities may not be obligated or expended unless there is a written release of funds notification from our Field Office. To initiate this process for these activities, the County must submit to our office an executed HUD form 7015.15 - *Request for Release of Funds and Certification*. Only units of general local government can assume responsibility for environmental reviews under 24 CFR Part 58. Sponsors can supply the required information to the responsible entity to prepare the review. If you have any questions or would like assistance proceeding with the environmental assessment, please contact Les Berman, Regional Environmental Officer, at (817) 978-5985.

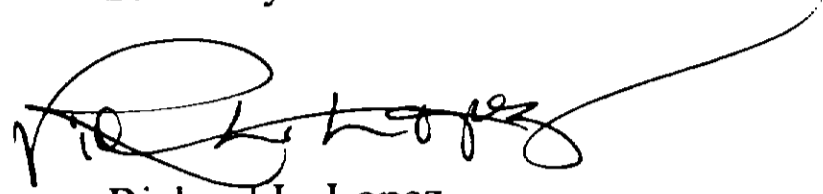
In a letter that was signed and sent to you by this office on August 11, 2008, Travis County was notified that it was under the sanctions policy for failing to meet the timeliness requirements of the CDBG program. In accordance with the sanctions policy, Travis County has 12 months to reach the 1.5 timeliness standard. Failure to meet the 1.5 standard when the 60 day test is next conducted on July 31, 2009, will result in a reduction of your FY 2010 grant by 100 percent of the amount in excess of 1.5 times the annual grant, except where HUD determines that the untimeliness resulted from factors beyond the grantee's reasonable control. The county should take all appropriate actions to improve the drawdown rate, including, but not limited to the development of a workout plan, timetables and schedules in order to return the program to compliance with the timeliness standard. As requested in the letter referenced above, your workout plan should be submitted to HUD for review and approval within 30 days from the date of August 11, 2008.

Enclosed you will find HUD Form 7082, Funding Approval and Grant Agreement. This document constitutes the contract between the Department of Housing and Urban Development and Travis County. Please execute both copies and return one executed copy to our office within sixty days from the date of this letter. Should there be a need to establish or change the depository account where the grant funds are to be wired, a Direct Deposit sign-up form (SF1199A) must be completed by both Travis County and the involved financial institution and mailed to our Field Office.

Please note that your upcoming Consolidated Annual Performance Report (CAPER) is due on December, 31, 2008. The purpose of this report is to show what you have accomplished with CDBG funds and other leveraged funds during the previous Program Year and allows the Department, local officials, and the public to arrive at conclusions concerning Travis County's overall performance. We encourage your staff to input data into the IDIS system on a quarterly basis, at least, in order for the IDIS generated reports to produce a complete and up-to-date CAPER and annual performance record.

We look forward to another year of successful collaboration with Travis County. If you have any questions or need assistance, please contact Larry Wilkinson, CPD Representative, at 210-475-6800, ext, 2300, or Mr. John Maldonado, Director, Community Planning and Development Office, at 210-475-2293.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard L. Lopez', with a long, sweeping horizontal line extending to the right.

Richard L. Lopez,
Field Office Director

Enclosure

cc: Ms. Sherri Fleming, Executive Manager, TCHHSVS
Ms. Christy Moffett, Senior Planner, TCHHSVS

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Travis County	3. Grantee's 9-digit Tax ID Number 74-6000192	4. Date use of funds may begin (mm/dd/yyyy) 10/01/2008
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 314 West 1st Street, Suite 250 Austin, TX 78701	5a. Project/Grant No. 1 B-08-UC-48-0503	6a. Amount Approved \$833,133
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) John T. Maldonado	Grantee Name The Honorable Samuel T. Biscoe
Title Director, Office of Community Planning and Development	Title Judge of Travis County
Signature <i>John T. Maldonado</i>	Signature
Date (mm/dd/yyyy) OCT 22 2008	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 106	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/08/2008	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
9c. Date of Start of Program Year (mm/dd/yyyy) 10/01/2008			

11. Amount of Community Development Block Grant			
	FY (2008)	FY ()	FY ()
a. Funds Reserved for this Grantee	833133		
b. Funds now being Approved	833133		
c. Reservation to be Cancelled (11a minus 11b)	0		

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<p>Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.</p>	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Travis County, Texas

B-08-UC-48-0503

Attachment for FUNDING APPROVAL (Form – 7082, Block 8.b):

Executive Order 12372 – SPECIAL CONTRACT CONDITION

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at E.O.12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TOM NUCKOLS *

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

November 18, 2008

Christy Moffett
Travis County HHSVS
P. O. Box 1748
Austin, Texas, 78767

RE: CDBG Grant Agreement - FY '09

Dear Christy:

As we discussed, the FY '09 letter and Funding Approval/Agreement contain the same terms and conditions as those of FY '08 - comments from this office remain the same:

1. The Approval states that "pre-agreement costs" can't be paid with out approval.
2. The County assumes responsibility for all environmental reviews.
3. The middle section states the "Grantee Name" as Judge Biscoe - I would think the Grantee would actually be Travis County.
4. Please add "BY:" to the signature line for the Judge.
5. Sections 12b and 12c needs to be completed (name and address for public entity).
6. I think last year we covered the "loan" language - the County can't make loans, but I think you said that section (12a) didn't apply to us.
7. Approval of the Action Plan does not provide automatic eligibility approval to all projects.
(Letter)

Most of the above you are already aware of, but I just wanted to make these notes I understand that you are already involved in addressing the matters discussed in the letter to meet HUD requirements and recommendations. With that, please consider this letter as approval as to legal form. Please provide the Judge with completed originals.

Sincerely,

A handwritten signature in black ink that reads "Mary Etta Gerhardt". The signature is written in a cursive style.

Mary Etta Gerhardt
Assistant County Attorney



Travis County Health and Human Services and Veterans Service

CDBG Initiative
P.O. Box 1748
Austin, Texas 78767
PH (512) 854-4100 FAX (512) 854-4115
www.co.travis.tx.us

December 9, 2008

Mary Etta Gerhardt
Assistant County Attorney
Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

Re: Program Year 2008 CDBG Grant Agreement

Mary Etta:

Thank you for the response on the Program Year 2008 CDBG grant agreement. The following addresses your requested change and the two questions about the completion of the form:

1. The CDBG office has added the "BY" to each signature line on the grant agreement per your request.
2. Sections 12 a, b and c are all related to Section 108 loans, which the County does not engage in, thus all three boxes must remain blank on the grant agreement.
3. I referenced an email HUD provided last year about your observation regarding the grantee name. Based on that email, the grantee name was changed from Samuel T. Biscoe to County of Travis, TX.

Thank you again for your time and assistance.

Kindest regards,

A handwritten signature in black ink that reads "Christy Moffett, LMSW".

Christy Moffett, LMSW
Senior Planner

Cc: Sherri E. Fleming, Executive Manager, HHS/VS

From: "Wilkinson, Lawrence" <LAWRENCE.WILKINSON@hud.gov>
To: "Christy Moffett" <Christy.Moffett@co.travis.tx.us>
Date: 10/29/2007 1:58 PM
Subject: RE: Question about our Grant Agreement

Christy,

Please revise and initial to make this year consistent with last year
i.e. replace Judge's name with name of grantee for that box. thanks

-----Original Message-----

From: Christy Moffett [mailto:Christy.Moffett@co.travis.tx.us]
Sent: Friday, October 26, 2007 2:30 PM
To: Wilkinson, Lawrence
Cc: Mary Etta Gerhardt; Sherri Fleming
Subject: Question about our Grant Agreement

Hi Larry,

During a review of the grant agreement, the County Attorney's office noticed that the Grantee name box, located under the grant agreement language, contains Samuel T. Briscoe rather than Travis County. I compared the PY06 and PY07 agreements and they differ. In the PY06 Agreement, it states the grantee name is County of Travis, TX. Is this an issue? If so, can we change it and initial the change or does it need to originate from your office?

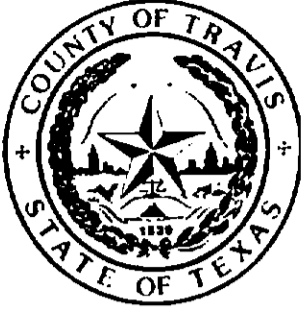
As a follow up to our conversation earlier this week about a possible amendment to our contract, we are researching further and consulting with other entitlements to determine if we need to request an amendment or not. I will get back with you, hopefully, next week, if we need to follow through with it.

Thanks,
Christy

Christy Moffett, LMSW
Senior Planner - CDBG
Travis County HHS/VS
Executive Manager's Office

P 512.854.3460
F 512.854.4115

"Things which matter most must never be at the mercy of things that matter least."
Goethe



Travis County Health and Human Services & Veterans Service

**P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115**

December 9, 2008

Joe F. Castillo
Director
Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
106 South St. Mary's, Suite 405
San Antonio, Texas 78205

Re: Response to Geographic Distribution Questions about Program Year 2008 Action Plan
(CDBG B-08-UC-48-0503)

Mr. Castillo,

Travis County is in receipt of HUD's response to Travis County, TX, Program Year 2008 Action Plan dated October 22, 2008. In that letter, Mr. John Maldonado indicates that upon your office's review of our action plan, additional information was needed regarding the geographic distribution and minority concentration as required in accordance with 24 CFR 91.220(f). Please find attached a revised section on geographic distribution.

If you need any further information, please do not hesitate to contact Christy Moffett at (512) 854-3460.

Regards,

Sherri E. Fleming
Executive Manager

cc: Honorable Samuel T. Biscoe, County Judge
John T. Maldonado, Director, CPD, HUD
Lawrence Wilkinson, Program Officer, CPD, HUD
Christy Moffett, Senior Planner, CDBG, TCHHS/VS

Geographic Distribution

Travis County does not have any designated target areas, however, two projects have areas of focus based on the concentration of low to moderate income residents: the Social Service Project and Water/Wastewater Planning. These areas include the eastern precincts of the county: 1 & 4, and have a larger minority concentration than other parts of the County. The goal for focusing services in those areas is to improve access to services and quality of life for residents.

For additional information regarding the low to moderate income and minority concentration in the county, please refer to the following maps included at the end of this section: 1) Map of the unincorporated areas of Travis County with low to moderate income block groups, 2) Number of African American Residents by Census Block Group, 3) Number of Asian Residents by Census Block Group, 4) Number of Hispanic Residents by Census Block Group and 5) Number of Residents Identified as "Other Race" by Census Block Group

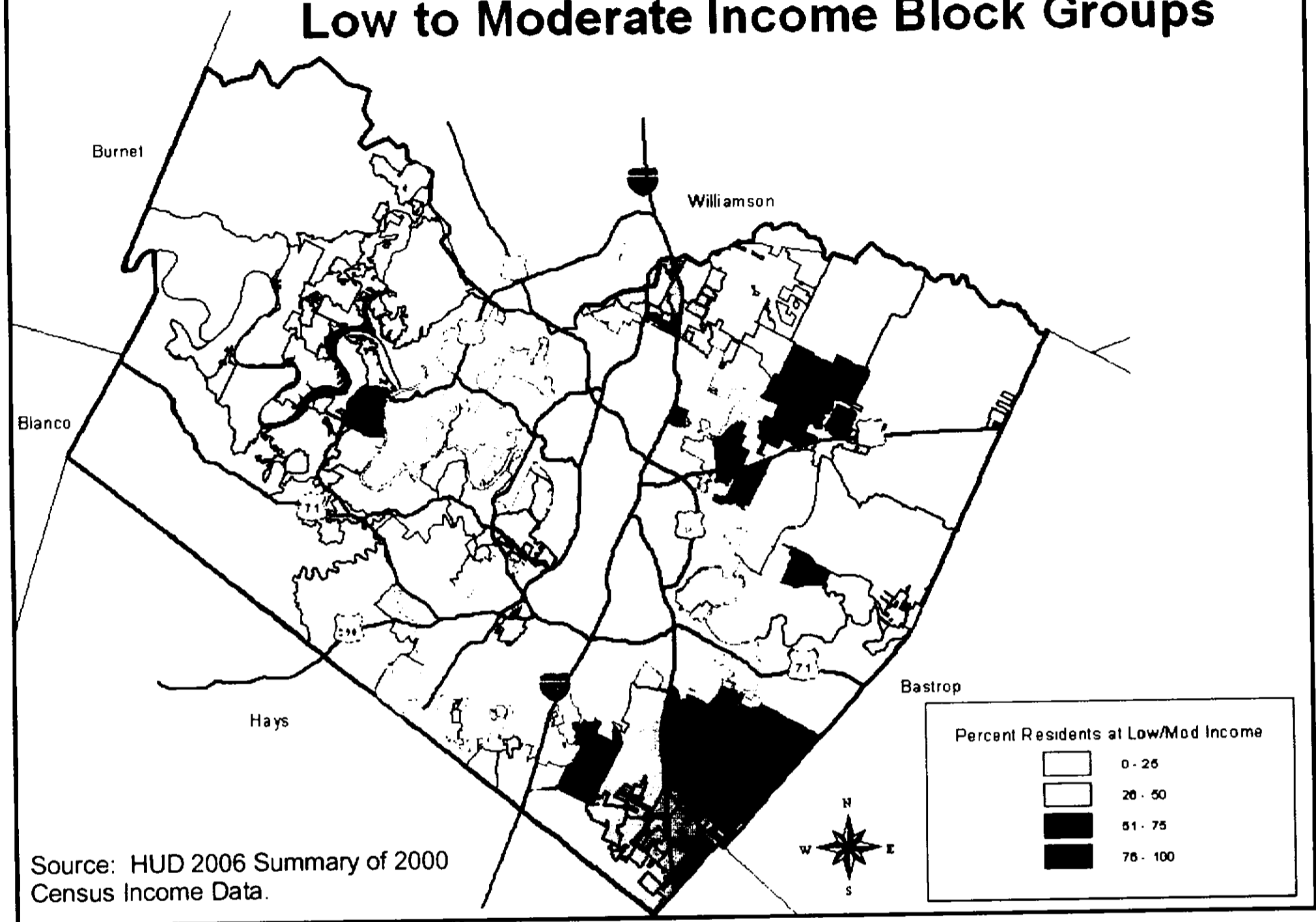
The geographic location of the new housing development (Project 1) that will be supported with CDBG funds is to be determined. The homeowner rehabilitation program (Project 2) will support eligible housing units located in the unincorporated areas of any of the four county precincts, while the Social Service Programs (Project 3). The planning project (Project 4) will study the water and wastewater needs of 16 neighborhoods located throughout the different county precincts with 10 out of the 16 neighborhoods in Precinct 1 & 4. The following figure summarizes the locations for the project.

**Figure 5: Geographic Distribution of Grant Activity
for the Program Year 2006**

PY08 Projects	Locations		
Project 1: Infrastructure for New Housing Development	A public hearing will be held once an option of agreement is placed on the land.		
Project 2: Homeowner Rehabilitation	Housing units residing located in the unincorporated areas of Travis County		
Project 3: Public Services, Other	Households residing in precincts 1 & 4 in the unincorporated areas of Travis County		
Project 4: Water and Wastewater Planning	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>Precinct 1:</u> FM 969 & FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates</p> <p><u>Precinct 2:</u> Northridge Acres</p> </td> <td style="width: 50%; vertical-align: top;"> <p><u>Precinct 3:</u> Manchaca Area Apache Shores, Mountain View Estates, , Mt. Chalet, Deer Creek Ranch</p> <p><u>Precinct 4:</u> FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place</p> </td> </tr> </table>	<p><u>Precinct 1:</u> FM 969 & FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates</p> <p><u>Precinct 2:</u> Northridge Acres</p>	<p><u>Precinct 3:</u> Manchaca Area Apache Shores, Mountain View Estates, , Mt. Chalet, Deer Creek Ranch</p> <p><u>Precinct 4:</u> FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place</p>
<p><u>Precinct 1:</u> FM 969 & FM 973 area, Littig, Imperial Valley, Bluebonnet/Volker Lane, Kennedy Ridge, Plainview Estates</p> <p><u>Precinct 2:</u> Northridge Acres</p>	<p><u>Precinct 3:</u> Manchaca Area Apache Shores, Mountain View Estates, , Mt. Chalet, Deer Creek Ranch</p> <p><u>Precinct 4:</u> FM 1625 Area, Rodriguez Road, Manchaca Area Plover Place</p>		
Project 5: Administration	Not Applicable		

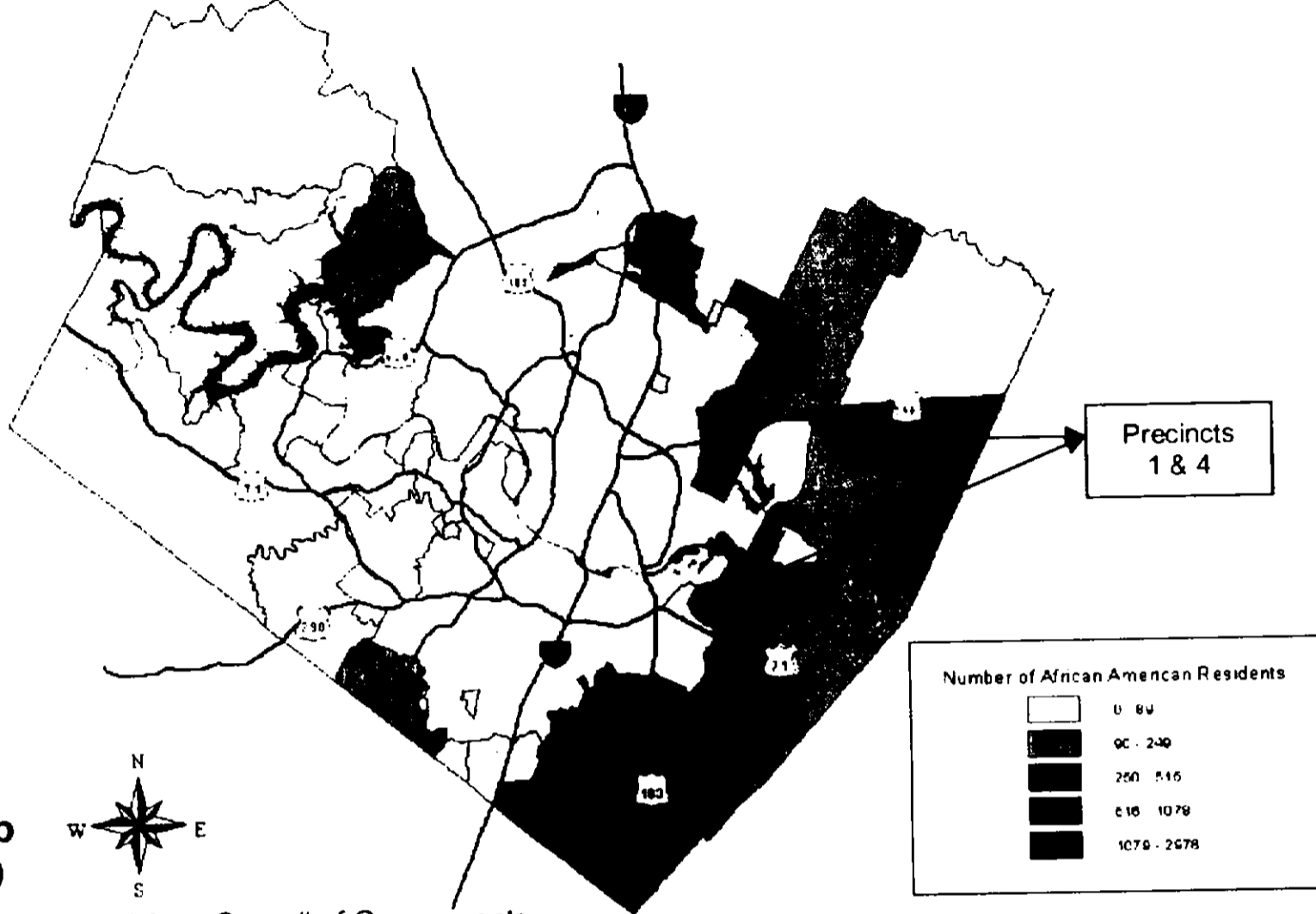
Map III-8

Unincorporated areas of Travis County with Low to Moderate Income Block Groups

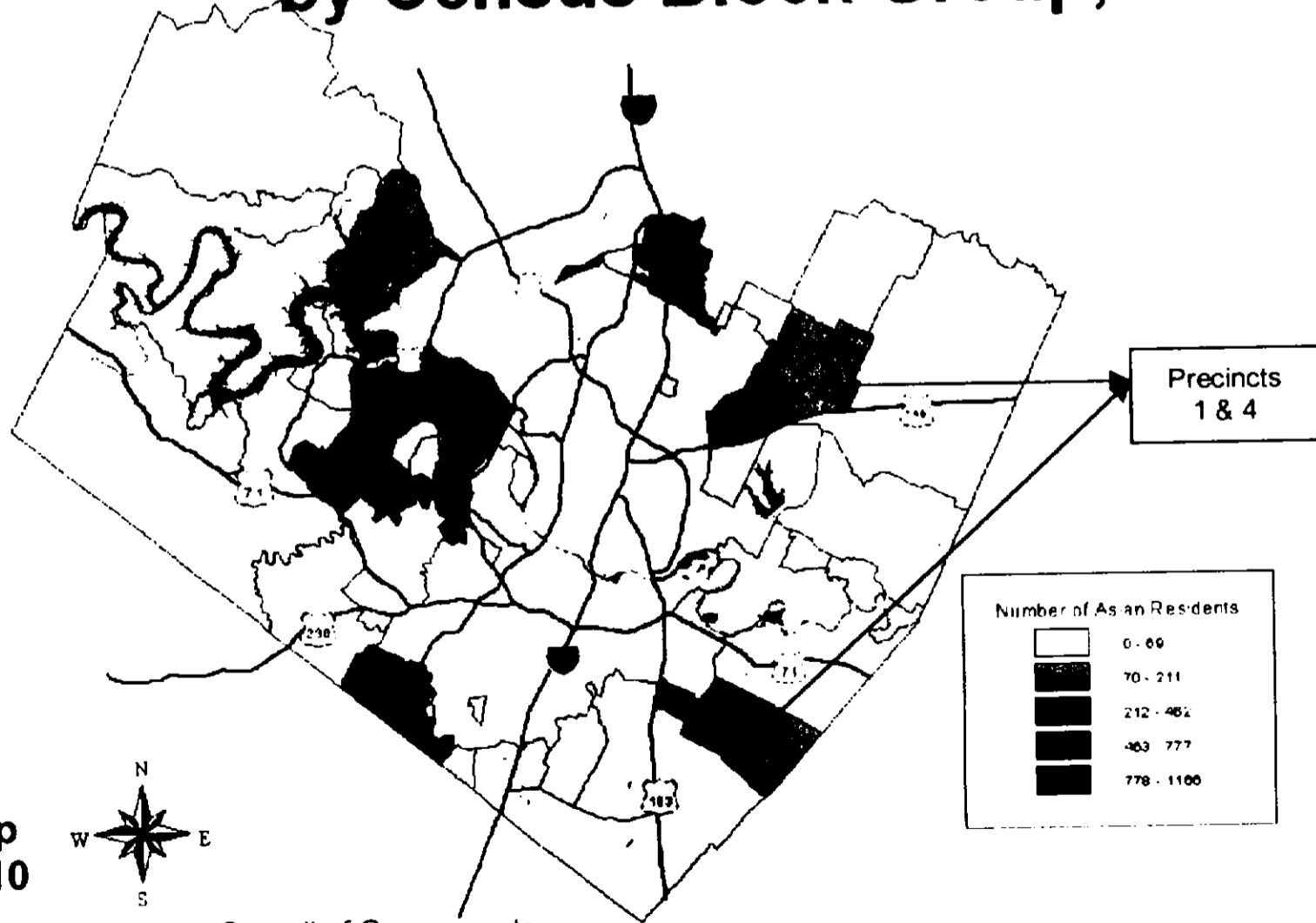


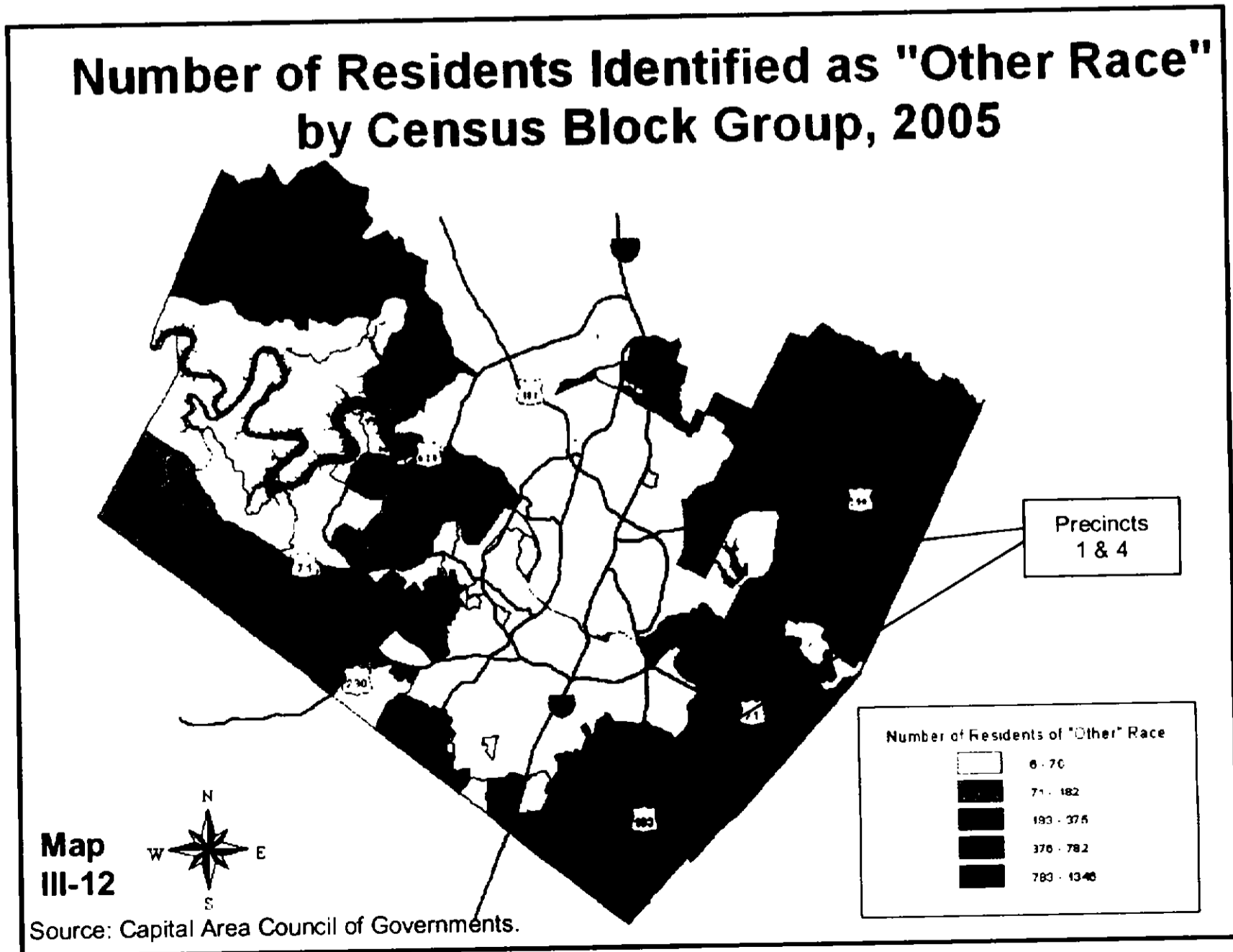
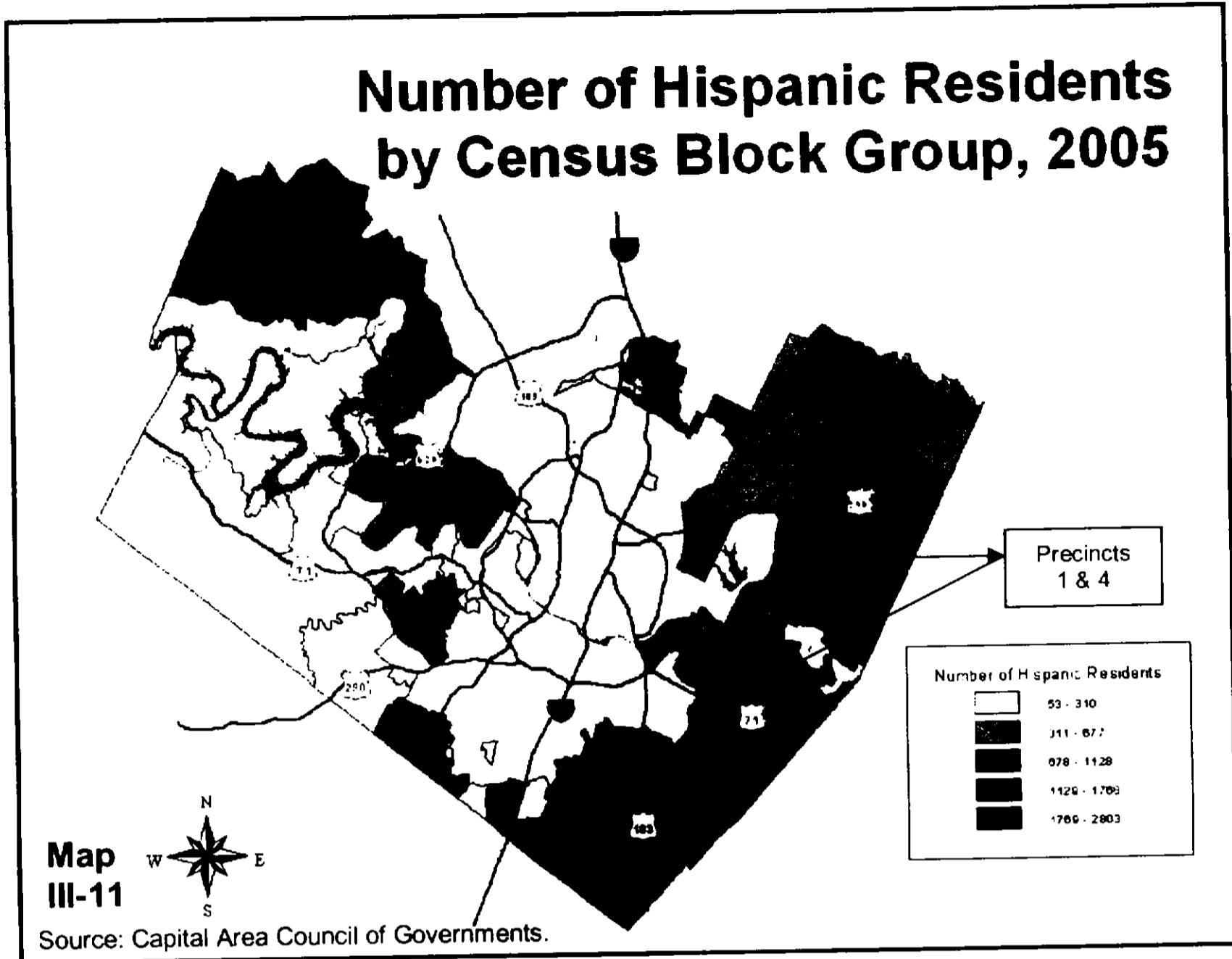
Source: HUD 2006 Summary of 2000 Census Income Data.

Number of African American Residents by Census Block Group, 2005



Number of Asian Residents by Census Block Group, 2005





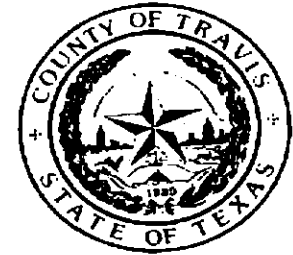
24 ✓

BUDGET AMENDMENTS AND TRANSFERS
FY 2009

COUNTY OF ...
 08 DEC -9 PM 3:16
12/16/2008

AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 8,102	1
	050	2701	549	3001	JP Pct 2	Office Equip,Furn & Supp	\$ 8,102		
A2	001	9800	981	9892	Reserves	Allocated Reserves		\$ 226,436	4
	001	5831	601	6099	HHS	Other Purchased Services	\$ 226,436		



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

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

DATE: December 8, 2008

RE: Request by Justice of the Peace, Pct. 2 for \$8,102 from the Justice Court Technology Fund (Fund 050) Allocated Reserve

Justice of the Peace, Pct. 2 is requesting \$8,102 for a specialized printer, software and related supplies for custom folder tabs. The office is converting its filing system from top tabs to side tabs as it moves to its new offices on the second floor of the Precinct 2 Office Building. This equipment is not included in the overall project cost. The office is requesting the funding for this purchase in advance of the move to allow staff sufficient time to reorganize the files. The balance of the Fund 050 Allocated Reserve stands at over half a million dollars.

PBO recommends approval of this request.

cc: The Honorable Barbara Bembry, Justice of the Peace, Pct. 2
Cindy Muller, JP2 Office Manager
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO

(12/8/2008) Diana Ramirez - Request for Transfer of Funds

From: Cindy Muller
To: Diana Ramirez
Date: 11/10/2008 3:18 PM
Subject: Request for Transfer of Funds

Diana,
Per our discussion last week, please accept this as a formal request to transfer \$8,102 from the technology fund (050-2702-332.10-49) to operating supplies, equipment line item (001-2701-549.30-01). JP2 must purchase a printer, software, labels & custom folder tabs to convert filing system from top tabs to side tabs. This is a one time cost associated with our new office space. If any question, please contact myself or Judge Bembry at 854-4521.

Thanks

Cindy Muller
Office Manager
Assistant to Judge Barbara Bembry
Justice of the Peace, Precinct 2
Travis County
Phone No. (512) 854-4521
Fax No. (512) 854-4535

2

Budget Adjustment: 13964

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

Author: 27 - MULLER, CINDY
 Court Date: Tuesday, Dec 16 2008
 To purchase printer, software, labels & custom folder tabs to convert filing system

Created: 11/10/2008 4:16:29 PM
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			8,102
To Account		Project		Amount
050-2701-549-3001	OFFICE EQUIP,FURN, & SUPP			8,102
				8,102

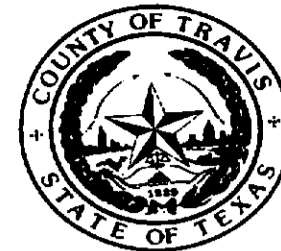
Approvals
 Originator
 DepOffice
 DepOfficeTo

Dept
 27
 27
 27

Approved By
 CINDY MULLER
 CINDY MULLER
 CINDY MULLER

Date Approved
 12/2/2008 08:00:55 AM
 12/2/2008 08:01:03 AM
 12/2/2008 08:01:11 AM

[Handwritten Signature] 12/9/08



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

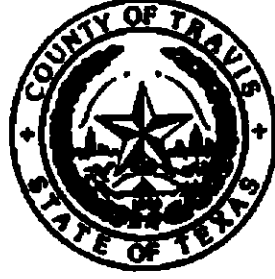
TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: December 8, 2008
RE: Transfer of Earmark for Public Health Interlocal

The FY 09 Adopted Budget includes a \$294,083 earmark against the General Fund Allocated Reserve for the Public Health Interlocal with the City of Austin. This amount represents the FY 09 administrative portion of the City's request for the agreement and was earmarked to allow for further discussion between the City and County on FY 09 contract details. Since there were contract issues still pending after the budget was adopted, both parties agreed to a three month extension for services from September to December, which was based on the FY 08 model. It appears that the City and County have come to an agreement regarding the inclusion of administrative costs for the Public Health, Central Booking, and Emergency Medical Services Agreements for next fiscal year with the understanding the County will pay the City's requested amount for the Public Health Interlocal for FY 09. It is also PBO's understanding that the City and County will soon meet to discuss in what manner and to what extent these costs will be included in the above agreements.

Since these details are being resolved, Health and Human Services will soon be presenting the Public Health Interlocal contract for the remainder of FY 09 for Commissioners Court approval. However, only \$226,436 of the \$294,083 earmark will be needed to fully fund the FY 09 request from the City. This is due to a \$67,647 true-up credit the City applied to the first quarter payment from the County based on FY 08 actual expenditures. Health and Human Services has submitted a request to transfer \$226,436 from the General Fund Allocated Reserve to the department so that the funds can be encumbered for the contract. Please see the attached memo from the department for additional details. The remaining \$67,647 of the earmark will not be needed and will be removed from the list of earmarks.

PBO recommends the approval of the transfer so the funds can be encumbered by the department for the Public Health Agreement for the remainder of FY 09.

cc: Sherri Fleming, HHS
Kathleen Haas, HHS
Mary Gerhardt, County Attorney's Office
Jose Palacios, County Auditor's Office
Kapp Schwebke, County Auditor's Office
Cyd Grimes, Purchasing Agent
Rebecca Gardner, Purchasing Office
Rodney Rhoades, PBO
Leroy Nellis, PBO



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS 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**

DATE: December 5, 2008

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of Budget adjustment for the Travis County / City of Austin Public Health Inter-local HHS&VS Agreement

Proposed Motion:

Consider and take appropriate action to approve the budget adjustment of \$226,436.00 from Travis County's allocated reserves to fund the City of Austin's request for the Travis County / City of Austin Public Health Inter-local Agreement.

Summary and Staff Recommendation:

The amount of \$294,083.00 for the Inter-local was earmarked in reserves during the budget mark-up process. This amount was to cover the administrative costs associated with the 2009 Public Health Inter-local. During negotiations with the City, the County agreed to fully fund the City of Austin's request

Budgetary and Fiscal Impact:

The FY 09 earmarked amount was \$294,083.00; Account #001-9800-981-9892. An FY 08 agreement true-up credit is expected to be \$67,647.00, leaving a balance of \$226,436.00, which is the requested budget adjustment amount to Account #001-5831-601-6099.

Background:

On September 23, 2008, the County Commissioners agreed to continue the Public Health Inter-local Agreement with the City of Austin for the first quarter of fiscal year 2009 to allow contract negotiations to conclude. The County Commissioners agreed to fund the first quarter of fiscal year 2009 at the 2008 negotiated rate.

Travis County has contracted with the City of Austin for the provision of Public Health and Animal Control services for many years. The Inter-local agreement was renegotiated in Fiscal year 2007 for the Fiscal Year 2008 contract term.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Kathleen Haas, Interim Finance Manager, HHS/VS

Budget Adjustment: 14158

Fyr_ Budget Type: 2009-Reg
PBO Category: Amendment
Just: Other

Author: 58 - HAAS, KATHLEEN
Court Date: Tuesday, Dec 16 2008

Created: 12/4/2008 12:03:25 PM
Dept: RESERVES

To fully fund the city of austin public health interlocal for FY09 funds were earmarked on reserves during markup

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			226,436
				<hr/>
				226,436
To Account		Project		Amount
001-5831-601-6099	OTHER PURCHASED SERVICES			226,436
				<hr/>
				226,436

Approvals	Dept	Approved By	Date Approved
Originator	58	KATHLEEN HAAS	12/4/2008 12:03:54 PM
DepOffice	58	KATHLEEN HAAS	12/4/2008 12:03:55 PM
DepOfficeTo	58	KATHLEEN HAAS	12/4/2008 12:03:57 PM

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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
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
\$6,462,277 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
(\$2,650)	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
(\$3,530,448) Total Possible Future Expenses (Earmarks)	
\$2,931,829 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 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
\$185,000 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			

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
\$621,663 Current Reserve Balance			

BEFIT HRMD Reserve Status (001-9800-982-9903)

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
\$82,420 Current Reserve Balance			

BEFIT ITS Reserve Status (001-9800-982-9904)

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
\$81,095 Current Reserve Balance			

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
\$214,822 Current Reserve Balance			

12

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

08 DEC -9 PM 2:54

Please consider the following item for:
12-16-08

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

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

- a) Approve grant application with FEMA through the Governor's Division of Emergency Management for the 2009 Emergency Management Performance Grant in the Emergency Services Department. This reimbursement grant will continue an existing program.
- b) Approve grant application with the Department of Labor, Employment and Training Administration to develop re-entry strategies for youth served by the Juvenile Probation Department.
- c) Approve grant contract to the Texas Water Development Board for Transportation and Natural Resources to extend the end date of the flood protection planning study of Travis County.
- d) Permission to continue the Family Drug Treatment Court grant from the Office of the Governor's Criminal Justice Division for the Civil Courts to continue the grant until a contract agreement is fully executed.
- e) Request to authorize Criminal Courts to continue the Drug court Program grant position through the end of December 2008. This allows continuation of the grant program until a fully executed contract can be completed.

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

12/16/2008

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 #
Applications								
<i>a</i> 47	Emergency Management Performance Grant	10/1/2008 - 9/30/2009	\$60,215	\$60,215		1	1	1f
<i>b</i> 45	Young Offender Planning Grant	10/1/2009 - 9/30/2010	\$300,000			3	1	35
Contracts								
<i>c</i> 49	Travis County Flood Protection Planning Grant	3/27/2007 - 1/31/2009	\$195,000	\$465,000		1	1	75
Permission to Continue								
<i>d</i> 22	Drug Court Program	9/1/2007 - 8/31/2008	\$84,419.75			1	1	81
<i>e</i> 24	Drug Diversion Court	9/1/2008 - 3/31/2009	\$160,041			1	1	85

Notes:

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

la.

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	Local Funds (Donation)	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	
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008	
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008	
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008	
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008	
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008	
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008	
		\$2,930,422	\$605,119	\$120,000	19.00		

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	\$ 44,224	8.00	10/7/2008
Total Outstanding		\$ 330,776	\$ 44,224	\$ 44,224	8.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original		Continuation		Total FTEs	Cm. Ct.	
		Grant Amount	County Match	Amount	Total		Original Approval Date	Continuation Date for
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		

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Emergency Services		
Contact Person:	Pete Baldwin		
Title:	Emergency Management Coordinator		
Phone Number:	(512) 974-0472		

Grant Title:	Emergency Management Performance Grant		
Grant Period:	From:	October 1, 2008	To: September 30, 2009
Grantor:	FEMA/ Governor's Division of Emergency Management		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						
Operating:	\$60,215			\$60,215		\$120,430
Capital Equipment:						0
Indirect Costs:						0
Total:		0	0		0	\$120,430
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>Ellen Heath</u>
Auditor's Office Comments: Approved to go on Agenda	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>Jim Connolly</u>
See attached emails.	

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Assist Cities/Agencies	30	10	12	13	14	30
EM Training Provided	10	3	5	7	8	10
Drills/Activations	8	0	2	2	3	6
Measures For Grant						
See attached Work Plan						

PBO Recommendation:

PBO recommends approval.

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

The Emergency Mangement Performance Grant (EMPG) has been received by Travis County OEM for the past twelve years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In pevious years Travis County OEM received the amounts between \$58,000 and \$62,000. However the FY09 allocation will depend on the federal program funding availability.

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

There are no long term funding requirements.

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

The EMPG is a 50-50 match that is reimbursed after expenditures. Travis County uses the budgeted salaries of the two OEM FTEs as the match.

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

The EMPG states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the EMPG Program as direct 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 Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

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

The EMPG is an enhancement of an existing 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.

The EMPG allows Travis County to meet costs associated with a new shared Emergency Operations Center without requesting appropriations from the general fund and to acquire needed equipment and support services. This will assist Travis County OEM in meeting the performance measures for providing emergency management planning activities.

FISCAL YEAR 2009 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): Travis County Emergency Management			
2. COUNTY: Travis		3. DISASTER DISTRICT: 12	
4. EMPG STATUS: <input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant			
5. PROGRAM PARTICIPANTS: (List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.) Bee Cave, Creedmoor, Point Venture, Village of Webberville, Volente, Jonestown, Lago Vista, Manor, Mustang Ridge, Pflugerville, Rollingwood, San Leanna, Sunset Valley, The Hills, West Lake.			
6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2009 <i>Local Emergency Management Program Guide</i> for information on completing these forms.)			
<input checked="" type="checkbox"/> Designation of Grant Officials (DEM-17B)			
<input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (DEM-17A). This form shall be signed by the EMC.			
<input checked="" type="checkbox"/> Application for Federal Assistance (DEM-67). The Authorized Official shall sign this form.			
<input checked="" type="checkbox"/> EMPG Staffing Pattern (DEM-66). The Authorized Official shall sign this form.			
<input checked="" type="checkbox"/> EMPG Staff Job Description (DEM-68). A current job description is required for each staff member listed in the FY 2009 EMPG Staffing Pattern (DEM-66).			
<input checked="" type="checkbox"/> FEMA Form 20-16, Summary Sheet for Assurances & Certifications shall be signed by an Authorized Official.			
Attached			
<input type="checkbox"/> FEMA Form 20-16A, Assurances – Non-Construction Programs			
<input type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements.			
<input checked="" type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities signed by the Authorized Official <i>required only if the applicant performs lobbying to influence federal actions</i>			
<input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146). The Grant Financial Officer shall sign this form.			
<input checked="" type="checkbox"/> Travel Policy Certification (DEM-69). The Grant Financial Officer shall sign this form.			
7. CERTIFICATION: <i>This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (DEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Division of Emergency Management.</i>			
Authorized Official (Original Signature)	Date	Emergency Management Coordinator (Original Signature)	Date
GDEM USE ONLY			
8. APPROVAL: The attached Fiscal Year 2009 Statement of Work & Cumulative Progress Report is approved.			
<input type="checkbox"/> Chief	Date		
<input type="checkbox"/> State Coordinator of Preparedness and Operations	Date		

DEM-17
11/08

Page 1 of 1

Mail completed forms and application materials to:

EMPG Program Administrator
Preparedness Section
Governor's Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0223

4

**FISCAL YEAR 2009
DESIGNATION OF EMPG GRANT OFFICIALS**

APPLICANT NAME (Jurisdiction): Travis County	
EMERGENCY MANAGEMENT COORDINATOR*	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Pete Baldwin
Official Mailing Address	Travis County Department of Emergency Services P.O. Box 1748 Austin, TX 78767
Daytime Phone Number	(512) 974-0472
Fax Number	(512) 974-0499
E-mail Address	pete.baldwin@co.Travis.tx.us
GRANT FINANCIAL OFFICER (CANNOT BE EMC)	
NAME	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Susan Spataro
Title	Travis County Auditor
Official Mailing Address	Travis County Auditor P.O. Box 1748 Austin, TX 78767
Daytime Phone Number	(512) 854-9125
Fax Number	(512) 854-9164
E-mail Address	Susan.Spataro@co.travis.tx.us
AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Samuel T. Biscoe
Title	Travis County Judge
Official Mailing Address	Travis County Judge P.O. Box 1748 Austin, TX 78767
Daytime Phone Number	(512) 854-9555
Fax Number	(512) 854-9535
E-mail Address	Sam. Biscoe@co.travis.tx.us

FISCAL YEAR 2009 EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

APPLICANT NAME (Jurisdiction):				
Document	Submitted By	Date	GDEM Review By	Date
Statement of Work	S. Moore-Guajardo	12/08/08		
Progress Report #1				
Progress Report #2				
TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT				
<input checked="" type="checkbox"/> Work Plan	Our jurisdiction will submit an EMPG Application, two Progress Reports, two Staffing Commitment Certifications, and four quarterly Financial Reports. Our jurisdiction has appointed a NIMSCAST point of contact, established a NIMSCAST account, and is 100% compliant with FY 2008 NIMSCAST objectives and metrics.			
<input type="checkbox"/> Progress Report #1	<input type="checkbox"/> This Progress Report # 1 is being submitted to the GDEM Preparedness Section <input type="checkbox"/> First & Second Quarter Financial Reports have been submitted to GDEM Support Services.			
<input type="checkbox"/> Progress Report #2	<input type="checkbox"/> This Progress Report # 2 is being submitted to the GDEM Preparedness Section. <input type="checkbox"/> Third & Fourth Quarter Financial Reports have been submitted to GDEM Support Services.			
TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM				
<input checked="" type="checkbox"/> Work Plan	Our jurisdiction will maintain current legal documents establishing our emergency management program. <input checked="" type="checkbox"/> Our legal documents are current & on file with GDEM; no additional action is required. <input checked="" type="checkbox"/> Our NIMSCAST account is 100% compliant with all objectives and metrics. <input type="checkbox"/> Our jurisdiction will prepare or update & submit to GDEM: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: <input type="checkbox"/> TRRN registration completed and resources entered 			
<input type="checkbox"/> Progress Report #1 (Oct. 1-Mar. 31)	<input type="checkbox"/> Our legal documents are current & on file with GDEM, no additional action is required. <input type="checkbox"/> Our NIMSCAST account is 100% compliant with all objectives and metrics. <input type="checkbox"/> Our jurisdiction completed & submitted to GDEM: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: <input type="checkbox"/> TRRN registration completed and resources entered 			
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	<input type="checkbox"/> Our legal documents are current & on file with GDEM, no additional action is required. <input type="checkbox"/> Our NIMSCAST account is 100% compliant with all objectives and metrics. <input type="checkbox"/> Our jurisdiction completed & submitted to GDEM: <ul style="list-style-type: none"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: <input type="checkbox"/> TRRN registration completed and resources entered 			

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TASK 3—PUBLIC EDUCATION/INFORMATION	
<input checked="" type="checkbox"/> Work Plan	<input type="checkbox"/> Option 1: Our jurisdiction will conduct 30 hours of hazard awareness activities for local citizens. <p style="text-align: center;">OR</p> <input checked="" type="checkbox"/> Option 2: Our jurisdiction will prepare & distribute public education/information materials to a substantial portion of the community. In the space below, describe the materials to be distributed: Travis County OEM sponsored a month in the City of Austin's 2009 Home Safety Calendar providing safety recommendations associated with the Urban Wild Land Interface. 16,000 clendars will be printed and distributed.
<input type="checkbox"/> Progress Report #1 (Oct.1-Mar. 31)	<input type="checkbox"/> Our jurisdiction completed the following hazard awareness or public education/information activities:
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	<input type="checkbox"/> Our jurisdiction completed the following hazard awareness or public education/information activities:
TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance. <input checked="" type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant. <input type="checkbox"/> We will develop, update, or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents: NOTE: Plans & annexes dated prior to September 30, 2004, must be revised or updated this year. All Plans and Annexes must be NIMS compliant.
<input type="checkbox"/> Progress Report #1 (Oct. 1-Mar. 31)	<input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance. <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> We updated by revision or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents:
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	<input type="checkbox"/> Our jurisdiction reviewed our emergency management plan & annexes for currency and NIMS compliance. <input type="checkbox"/> Our emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> We updated by revision or change these planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> Other documents:

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TASK 5—EXERCISE PARTICIPATION & SCHEDULE			
<input checked="" type="checkbox"/> Work Plan	Our required three-year exercise schedule is listed below. We will conduct & report participation in a tabletop exercise and a functional or full-scale exercise this fiscal year or obtain exercise credit for actual events for these exercises. <input checked="" type="checkbox"/> Our required exercise schedule includes make up exercises from FY <u>08</u> . NOTE: A Full-Scale exercise must be conducted every three (3) years.		
REQUIRED EXERCISE SCHEDULE			
Period	Exercise Type	Exercise Scenario*	Quarter of Year
Fiscal Year 2009 (Oct. 2008-Sept. 2009)	<input checked="" type="checkbox"/> Tabletop	<input checked="" type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input checked="" type="checkbox"/> Functional	<input type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input checked="" type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Full-Scale	<input type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Fiscal Year 2010 (Oct. 2009-Sept. 2010)	<input checked="" type="checkbox"/> Tabletop	<input checked="" type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Functional	<input type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input checked="" type="checkbox"/> Full-Scale	<input type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input checked="" type="checkbox"/> TR <input type="checkbox"/> HM	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
Fiscal Year 2011 (Oct. 2010-Sept. 2011)	<input checked="" type="checkbox"/> Tabletop	<input checked="" type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input type="checkbox"/> Functional	<input type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
	<input checked="" type="checkbox"/> Full-Scale	<input checked="" type="checkbox"/> NH <input type="checkbox"/> TH <input type="checkbox"/> NS <input type="checkbox"/> TR <input type="checkbox"/> HM	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4
Our last Full-Scale exercise was conducted on (date):		Scenario*:	
*Scenarios: NH=Natural Hazard, TH=Technological Hazard, NS=National Security, TR=Terrorism, HM=Public Health or Medical			
<input type="checkbox"/> Progress Report #1 (Oct. 1-Mar. 31)	We conducted the following exercises and provided documentation to GDEM:		
	Exercise	Date	# of Participants
	<input type="checkbox"/> Tabletop		
	<input type="checkbox"/> Functional		
	<input type="checkbox"/> Full-Scale		
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	<input type="checkbox"/> Tabletop		
	<input type="checkbox"/> Functional		
	<input type="checkbox"/> Full-Scale		
<input type="checkbox"/> Our jurisdiction completed NO exercise and requested credit for an actual event. <input type="checkbox"/> Our jurisdiction requested functional or full-scale exercise credit for an actual event on _____ and our request <input type="checkbox"/> is pending <input type="checkbox"/> was approved and documentation of approval is attached.			
We conducted the following exercises and provided documentation to GDEM:			
Exercise	Date	# of Participants	# of Jurisdictions
<input type="checkbox"/> Tabletop			
<input type="checkbox"/> Functional			
<input type="checkbox"/> Full-Scale			
<input type="checkbox"/> Tabletop			
<input type="checkbox"/> Functional			
<input type="checkbox"/> Full-Scale			
<input type="checkbox"/> Our jurisdiction completed NO exercise and requested credit for an actual event. <input type="checkbox"/> Our jurisdiction requested functional or full-scale exercise credit for an actual event on _____ and our request <input type="checkbox"/> is pending <input type="checkbox"/> was approved and documentation of approval is attached.			

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL		
<input checked="" type="checkbox"/> Work Plan	EMPG-funded emergency management personnel will participate in the following training during FY 2009:	
	Position/Name	Course Name or Number
	EMC/Pete Baldwin	G:310
	EMC/Pete Baldwin	G:627
	Planner/Tanner Hunt	G:290
	Planner/Tanner Hunt	G:310
	Asst. EMC/Stacy Moore-Guajardo	G:310
	Asst. EMC/ Stacy Moore-Guajardo	G:975
<input type="checkbox"/> Progress Report #1 (Oct. 1-Mar. 31)	Emergency management personnel completed the following training and documentation is attached:	
	Position/Name	Course Name or Number Date
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	Emergency management personnel completed the following training and documentation is attached:	
	Position/Name	Course Name or Number Date

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL				
<input checked="" type="checkbox"/> Work Plan	Our jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.			
<input type="checkbox"/> Progress Report #1 (Oct. 1-Mar. 31)	The following formal training courses were taught or contracted:			
	Date	Course Title	Class Description	# Trained
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	The following formal training courses were taught or contracted:			
	Date	Course Title	Class Description	# Trained
TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT				
<input checked="" type="checkbox"/> Work Plan	Our jurisdiction will participate in the following emergency management organizational development activities: GDEM Annual Conference(s) EMAT Annual Meeting			
<input type="checkbox"/> Progress Report #1 (Oct. 1-Mar. 31)	Our jurisdiction completed the following staff development activities:			
<input type="checkbox"/> Progress Report #2 (Apr. 1-Sept. 30)	Our jurisdiction completed the following staff development activities:			

APPLICANT NAME:

REMARKS
(Use an Additional Sheet if Necessary)

FISCAL YEAR 2009 APPLICATION FOR FEDERAL ASSISTANCE

(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: <p style="text-align: center; font-weight: bold;">97.042</p>	2. APPLICANT STATUS: New Applicant <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>				
3. FEDERAL FISCAL YEAR: FY 2009	4. START DATE: OCTOBER 1, 2008	5. END DATE: SEPTEMBER 30, 2009				
6. APPLICANT INFORMATION						
a. Legal Name of Applicant Organization (as it appears on the EMPG Application (DEM-17): Travis County Emergency Management	b. Name & Telephone Number of Emergency Management Coordinator: Pete Baldwin #512-974-0472					
c. Mailing Address: P.O. Box 1748 Austin, TX 78767 Employer Identification Number/Tax ID# _____	d. Physical Address (if different from Mailing Address): CTECC 5010 Old Manor Road Austin, TX 78723					
7. EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds):						
a. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties:						
	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	3	100%				
2) Part Time						
b. Total Number of EMPG-Funded Personnel 3						
8. ESTIMATED EXPENSES:						
a. Salary & Benefits (from line 18, form DEM-66)					256,606	
b. Travel Expenses (from line 19 form DEM-66)					3,000	
c. Other Expenses (from section 11 on reverse)					1400	
d. Total Expenses (A + B + C)					261,006	
e. Federal Share (D x .50)					130,503	
9. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.						
a. Typed Name of Authorized Official:	Samuel T. Biscoe					
b. Title of Authorized Official:	Travis County Judge					
c. Original Signature of Authorized Official:						
d. Date Signed:						

INSTRUCTIONS

1. Except as indicated below, entries are self-explanatory.
2. Item 7A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (DEM-17).
3. Item 8A: Indicate the number of full-time employees who work specific percentages of time in emergency management duties. Example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. Include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (DEM-66).
4. Item 10 A, B, & C. This form must be signed by an Authorized Official, who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – *not* Emergency Management Coordinators.

11. OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribe Governments* (OMB Circular A-87). **Salaries and expenses for elected officials are not allowed.** Any proposed expenditure in the amount of \$5,000.00 or more must be listed in this section. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9C on the front of this form. To determine if an expense is allowable under EMPG, refer to the DHS authorized equipment list available on the Responder Knowledge Base at <https://www.rkb.mipt.org/mel.cfm?subtypeid=549>. You must be a registered user to access this listing.

Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)	Estimated Amount
Rental Cost for Copier in Austin/Travis County EOC	\$1400
Total	

FISCAL YEAR 2009 EMPG STAFFING PATTERN

1. APPLICANT NAME (as it appears on EMPG Application): Travis County				2. COUNTY: Travis			
3. FULL-TIME EMPLOYEES (including those who work all or only a portion of their time in emergency management duties)		4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Duties	8. Salary & Benefits for EM (6x7)	9. Est. EM Travel Costs
Name: Pete Baldwin		88,599.	24,067	112,666	100%	112,666	1,000
Position: EMC							
Name: Stacy Moore-Guajardo		66,939	20,048	86,987	100%	86,987	1,000
Position: Assistant EMC							
Name: Tanner Hunt		41,606	15,347	56,953	100%	56,953	1,000
Position: HazMat Planner							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
A. SUBTOTAL		197,144	59,462	256,606		256,606	3,000
10. PART-TIME EMPLOYEES	11. % of Full Time	12. Gross Annual Salary	13. Gross Annual Benefits	14. Gross Salary & Benefits (12+13)	15. % Work in EM Duties	16. Salary & Benefits For EM (14x15)	17. Est. EM Travel Costs
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
Name:							
Position:							
B. SUBTOTAL							
TOTAL Add Subtotals in A & B above						18. 256,606	19. 3,000
CERTIFICATION: I certify that no individual listed above holds an elected office.							
Signature of Authorized Official:							
Date Signed:							

**Travis County Human Resources Management Department
Job Description DRAFT**

Job Title: 9 Emergency Mgmt Coord

Job Code: 24245

Fay Grade: 24

Effective Date: 09/16/04

SUMMARY OF FUNCTION:

Develops, coordinates, implements, manages and monitors the Travis County Emergency Operations Plan to meet local, state and federal requirements. Works with other departments and agencies to prepare for emergencies. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. Represents Travis County on local, regional and state emergency management issues. Coordinates response and recovery activities during disasters.

DISTINGUISHING CHARACTERISTICS:

This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

- | | |
|---|--|
| | Essential (E)
or Non-
<u>Essential (N)</u> |
| • Coordinates development and implementation of departmental and countywide emergency option plans. Coordinates initial and ongoing assessments of risks and services necessary to assure that any interruption of county services is minimized. | E |
| • Coordinates development of internal emergency operating procedures and action plans. Manages the test plan elements and disaster exercises. | E |
| • Facilitates involvement of regional and county agencies in coordinating and planning committees for disaster preparedness, response and recovery. | E |
| • Develops and monitors department annual budget, including grants. | E |
| • Responds to Emergency Operations Center when notified of emergency conditions. Directs the response and recovery efforts of Travis County during disasters. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. | E |
| • Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies. | E |
| • Performs other job-related duties as assigned. | N |

QUALIFICATION REQUIREMENTS:

Education and experience equivalent to:

Bachelor's degree in Emergency Management, Public Administration, Business Management, Criminal Justice or a directly related field AND five (5) years of directly related increasingly responsible managerial experience in the public safety field that may include emergency management, fire service, law enforcement, or emergency medical services; industrial safety, business or government continuity planning, or related field, including three (3) years of mid- to senior level supervisory experience or management experience.

Preferred:

Completion of Professional Development Series Course from FEMA.

License:

Possession of a valid Texas Driver's License.

Travis County Human Resources Management Department Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord

Job Code: 24245

Pay Grade: 24

Effective Date: 09/16/04

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public administration and governmental agencies.
- Legislative process.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Standard management theory, principles, practices, and techniques.
- Management and supervisory principles, practices and techniques.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Researching and analyzing emergency management related issues.
- Supervising others, including team building.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Facilitating cooperative group decision making among diverse organizations and individuals.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Supervise work of staff members.
- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Plan, assign, supervise and review the work of subordinates.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

**Travis County Human Resources Management Department
Job Description DRAFT**

Job Title: 9 Emergency Mgmt Coord Job Code: 24245 Pay Grade: 24 Effective Date: 09/16/04

WWC: 7720	EEO Function: 01	EEO Category: 02	FLSA Code: E
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Travis County Human Resources Management Department Job Description

Job Title: Assistant EMC

Job Code:

Pay Grade: 22

Effective Date:

SUMMARY OF FUNCTION:

Conducts research and analysis to develop emergency operational plans and programs for Travis County and performs intergovernmental planning/coordination functions. Works in Emergency Operations Center during disasters to assist with coordination of Travis County emergency operations. Oversees the work of the Emergency Plans Officer. Reports to the Travis County Emergency Management Coordinator. Develop and maintain funding sources, strategic planning, and coordination of Emergency Management activities in Travis County. Must be committed to responding to the changing needs of our service area. Is a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

EXAMPLES OF WORK PERFORMED:

- Assist the Coordinator with administrative tasks and other duties when requested.
- Supervises professional, support, and volunteer staff, provides technical user training, evaluates staff job performance and coordinates schedules and assignments.
- Represents Travis County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Oversees the emergency management operations budget. Review expenditures, expense reports, requisitions for equipment procurement, and Develop RFP's to assist in the bidding process.
- Assist in managing the Homeland Security Grants. Research and make recommendations on all future Homeland Security Grant funding sources.
- Serves as a liaison to local, State and Federal agencies as directed by the Travis County Emergency Management Coordinator.
- Attends appropriate meetings with local, state and federal government agencies.
- Maintains all required certifications, able to communicate effectively with the public and news media, and ensures compliance with all federal and state regulations regarding emergency management.
- Responds to work place, or as directed by the coordinator, when notified of emergency conditions to coordinate among agencies which may be involved in the emergency.
- Maintains Travis County Emergency Management records and assists in the development of operations plans.
- Prepares various reports to fulfill documentation requirements and ensures all local, state and federal laws are being met in regards to emergency management for Travis County.
- Responsible for operations readiness of various communication systems and personnel training.
- Responsible for maintaining databases relating to emergency resources and personnel.
- Conducts training seminars and makes presentations to interested groups and professional organizations.
- Other duties as assigned by the Travis County Emergency Management Coordinator.

QUALIFICATION REQUIREMENTS:

Education and experience equivalent to:

Bachelors Degree in Public Administration, Emergency Management, Business or Planning; plus four years experience in emergency management.

Licenses or Certifications required:

- Valid Class C Driver's License
- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or complete within 2 years.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public Administration and governmental agencies.
- Incident Command System (ICS)
- Legislative process.
- Principles and techniques of planning.
- Modern planning research methods, data collections and analysis.
- Strategic planning techniques.
- Purchasing and RFP process.
- Budgeting processes.
- Federal, State and Local applicable laws, regulatory codes.
- Computer equipment and related software applications to include word processing, spreadsheets, and databases.
- Supervisory principles, practices and techniques.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Developing short-range and long-range comprehensive plans in development of innovative solutions.
- Program planning, developing and implementing.
- Both verbal and written communication.
- Coordinating the development and making presentations.
- Coordinating work with others.
- Conducting interviews and group meetings.

Ability to:

- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.
- Formulate broad perspectives.
- Operate a computer including word processing, spreadsheets and databases.
- Compile data and information into clear and comprehensive reports.
- Maintenance of appropriate records.
- Establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public.
- Initiate and develop projects and programs.
- Work under unique and challenging situations.
- Speak and conduct Media Briefing.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 5-20 pounds occasionally; visual acuity; speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, and basic office equipment. Subject to sitting, client/customer contact, standing, walking, vision to monitor, repetitive motion, stooping/kneeling, squatting, bending, reaching, occasional indoor/outdoor activities carrying and lifting of moderately heavy equipment, boxes, etc. Will be required to carry a pager and be on call and serve as Duty Officer on a rotational basis.

Travis County Human Resources Management Department Job Description

Job Title: Homeland Security/HazMat Administrator Job Code: Pay Grade: Effective Date:

SUMMARY OF FUNCTION:

Serves as the Administrative Manager for the Travis County Hazardous Materials Response Team. Reports to the Travis County Assistant Emergency Management Coordinator, and serves as a liaison to the Capital Area Planning Council and Capital Area Fire Chief's Association in dealing with Homeland Security/HazMat operational issues. Develop and maintain funding sources, strategic planning, and coordination of Homeland Security activities in Travis County. Must be committed to responding to the changing needs of our service area. Is a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

EXAMPLES OF WORK PERFORMED:

- Direct and prepare annual TC HazMat operations budget. Review expenditures, expense reports, requisitions for equipment procurement, and Develop RFP's to assist in the bidding process.
- Assist in managing the Homeland Security Grants. Research and make recommendations on all future Homeland Security Grant funding sources.
- Prepares proposals for grant/funds from outside sponsors, monitors and identifies future grants/funds and develops strategies for accessing funding, and may serve as point of contact on purchases and contract submissions.
- Evaluates and coordinates WMD and HazMat training needs for County agencies and HMRT.
- Manages inventory of all hazmat equipment, assesses and formulates maintenance and repair needs, prioritizes purchasing and issuing of inventory.
- Recommends and coordinates disaster exercises, including identifying exercise scenarios and objectives. Coordinates exercise planning and evaluation groups.
- Attends appropriate meetings with local, state and federal government agencies.
- Maintains all required certifications, able to communicate effectively with the public and news media, and ensures compliance with all federal and state regulations regarding hazardous materials regulations.
- Respond to the Incident Command Post or to the Austin/Travis County EOC as requested by Incident Commander or Emergency Management Coordinator assisting Incident Command during complex emergency incidents and act as Travis County's Emergency Management liaison with expertise in hazardous materials response, control, and mitigation.
- Maintains Travis County hazmat records and assist local fire departments with inspections and risk analysis of potential hazmat emergencies, hazmat sites, and assist in the development of operations plans for hazmat incidents.
- Maintains operational response protocols dealing with Homeland Security that effect the hazmat operations in Travis County.
- Prepares various reports to fulfill documentation requirements and ensures all local, state, and federal laws are being met in regards to HazMat for Travis County.
- Inspects records of all HazMat incident operations and required operational reports.
- Develops/updates emergency operation plans and annexes as directed.
- Responds to work place, or as directed by the coordinator, when notified of emergency conditions to assist with response and recovery operations.
- Other duties as assigned by the Travis County Emergency Management Coordinator.

QUALIFICATION REQUIREMENTS:

Education and experience equivalent to:

Bachelor's or Associate degree in Emergency Management, Public Policy/Administration, Government, Business Administration, Fire Science or a related field and four years increasingly responsible experience with strategic planning, hazmat operations, project management, program development.

Licenses or Certifications required:

- Valid Class C Driver's License
- Certification of HazMat Technician training.

Preferred:

- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or complete within 2 years.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public Administration and governmental agencies.
- Incident Command System (ICS)
- Legislative process.
- Principles and techniques of planning.
- Modern planning research methods, data collections and analysis.
- Strategic planning techniques.
- Purchasing and RFP process.
- Budgeting processes.
- Federal, State and Local applicable laws, regulatory codes.
- Hazardous waste operations and emergency response. - 1910.120.
- Computer equipment and related software applications to include word processing, spreadsheets, and databases.
- Supervisory principles, practices and techniques.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Developing short-range and long-range comprehensive plans in development of innovative solutions.
- Program planning, developing and implementing.
- Both verbal and written communication.
- Coordinating the development and making presentations.
- Coordinating work with others.
- Conducting interviews and group meetings.

Ability to:

- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.
- Formulate broad perspectives.
- Operate a computer including word processing, spreadsheets and databases.
- Compile data and information into clear and comprehensive reports.
- Maintenance of appropriate records.
- Establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public.
- Initiate and develop projects and programs.
- Work under unique and challenging situations.
- Speak and conduct Media Briefing.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 5-20 pounds occasionally; visual acuity; speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, and basic office equipment. Subject to sitting, client/customer contact, standing, walking, vision to monitor, repetitive motion, stooping/kneeling, squatting, bending, reaching, occasional indoor/outdoor activities carrying and lifting of moderately heavy equipment, boxes, etc. Will be required to carry a pager and be on call.

U.S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS	O.M.B. No. 3067-0206 <i>Expires February 28, 2007</i>
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FOR FY	CA FOR (Name of Applicant) Travis County
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This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Samuel T. Biscoe
 Typed Name of Authorized Representative

Travis County Judge
 Title

 Signature of Authorized Representative

 Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

**U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

**U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-CONSTRUCTION PROGRAMS**

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**U.S. DEPARTMENT OF HOMELAND SECURITY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, 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 other funds 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 an employee of Congress, or 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 subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached 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 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it 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 to 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 employee 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 the applicable FEMA awarding office, i.e., regional office or FEMA office.

(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).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Travis County

5010 Old Manor Road

Austin, TX 78723

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

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
 - Alterations must be initialed.
 - Section 7 must be completed by the paying state agency.
 - Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI) <input type="checkbox"/> 74-6000192 <input type="checkbox"/>		2. Mail code (if not known, will be completed by Paying State Agency)	
	3. Name Travis County		4. Business phone number (512) 854-9365	
	5. Street address 314 W. 11th St., Ste 160	6. City Austin	7. State TX	8. ZIP code 78701

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

9. Pursuant to Section 403.018, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

SECTION 3	10. Authorized signature 	11. Printed name Dolores Ortega Carter Travis County Treasurer	12. Date 12/5/08
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FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

SECTION 4	13. Financial institution name JP Morgan Chase Bank		14. City Austin	15. State TX
	16. Routing transit number 1110 0961 4		17. Customer account number (Debit required <input type="checkbox"/> YES) <input type="checkbox"/> NO 1821886593	18. Type of account <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Saving
	19. Representative name (Please print) Cindy Cristerna		20. Title Asst. Client Service Manager	
	21. Representative signature (Optional)		22. Phone number (512) 479-2030	23. Date 12/5/08

EXEMPTION: I claim exemption and request payment by state warrant (check) because:

SECTION 5	I am unable to establish a qualifying account at a financial institution.		
	24. Authorized signature	25. Printed name	26. Date

CANCELLATION BY AGENCY

SECTION 6	27. Reason	28. Date
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PAYING STATE AGENCY

SECTION 7	29. Signature	30. Printed name
	31. Agency name	32. Agency number
	33. Comments	34. Phone number () 35. Date

TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Travis County
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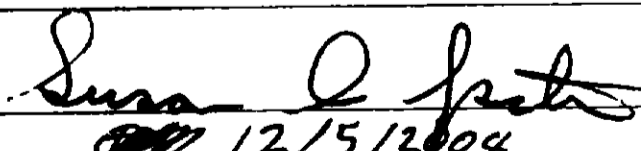
Check one of the two blocks below

This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and rates as published in *The State Travel Allowance Guide* and *State of Texas Mileage Guide*.

(The Texas Comptroller of Public Accounts website maintains both documents. *State of Texas Mileage Guide*: <http://ecpa.cpa.state.tx.us/mileage/Mileage.jsp> and the *The State Travel Allowance Guide*: <https://fm.x.cpa.state.tx.us/fm/pubs/travallow/index.php>)

OR

This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

Name of Grant Financial Officer (Printed or Typed)	Susan Spataro, Travis County Auditor
Original Signature of Grant Financial Officer	
Date Signed	12/15/2004 12/5/2004

TRAVEL ALSO JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

Travis County reimburses employees and officials who travel for County business. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest price may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The Auditor will make travel payment decisions in accordance with the following rules:

Rule #12. All travel expenses must be encumbered prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30 days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments which may reimburse at a rate less than the County's established reimbursement rates.

Rule #13. Travel advances may be paid at the discretion of the County Auditor.

- If a travel advance is requested, employee/official must sign an agreement that will allow the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days from end of trip.
- Advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.
- County Auditor will develop and publish procedures for employees receiving travel advances, which will account for all advances as expenses and/or reimbursements as appropriate.

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office.

Registration Fees, Travel, Meals and Lodging

- Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have all receipts attached, including receipts for pre-paid expenses.

- Cancelled business travel must be reported to the County Auditor. If expenses were paid in advance such as for airfare, lodging, etc., the traveling employee/official will be responsible for ensuring the County will be refunded these amounts

Mileage

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 36 cents per mile for calendar year 2003, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.

Routine mileage reimbursement requests must be submitted to the County Auditor within 90 days from the end of the mileage month.

The County Auditor will disburse mileage reimbursement requests for combined months provided each month's reimbursement is subtotaled.

When travel out of county is greater than 1000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners.

- Grant employees are reimbursed for mileage at the rate specified by the grant.
- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

Constables 1-5
 County Attorney
 County Commissioners 1-4
 County Judge
 County Treasurer

Justices of the Peace 1-5
 Purchasing Agent
 Tax Assessor-Collector
 Medical Examiner

- Only one employee may claim mileage reimbursement when more than one employee travels in the same vehicle.

Air Fare

- Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official will not be held responsible for the cost of the change. The airline ticket receipt must be attached to a reimbursements expense report regardless if the trip was not taken or the airline ticket was paid in advance
- In order that County staff make necessary business trips at the least possible cost, some tickets may be conditioned upon use for only the date and time purchased. The Auditor will monitor the non-refundable airfare policies to minimize risk of loss.
- The County Auditor will pay for airline tickets when billed by a vendor, or with a minimum of two weeks from the employee/official request, an airline ticket will be paid to the requested party. The employee or official will be liable for the payment if the airline ticket is not used for the intended travel. Expense reports are required even if the trip did not take place.

Accommodations

- The County pays for in-state and out-of-state travel accommodations based on the rates, plus taxes, quoted by the lodging place if government rates are not available. Supporting documentation of the lodging place and the quoted rates must be provided before payment can be processed.
- The County Auditor will pay for accommodations when billed by a lodging vendor or with a minimum of two weeks from the employee/official's request, lodging accommodations will be paid to the requested party. For non-refundable accommodations the employee/official will be liable for the advanced lodging payment if the travel did not take place, and if the employee failed to timely cancel reservations according to vendor policy. Employee/official responsibility can be waived if the failure to use the pre-paid accommodations is as a result of an unanticipated emergency.

Meals

- The County will reimburse an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.
 - Per Diem: \$34.00 per day for meals including gratuities is reimbursed without any receipts required.
 - Actual Pay: Up to \$50.00 per day for meals and gratuities up to 15% is reimbursed if receipts are submitted with the reimbursement form.
- Consistent with the Internal Revenue Code, meal expenses will be reimbursed only when the employee is required to be away from his/her home overnight, except in the case of Jury Sequestration.
- The County does not reimburse employees for alcoholic beverages.

Jury Sequestration and Jury Meals in Criminal Cases:

A cash fund will be set up for each Judge hearing criminal cases. The fund will be used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor will determine the amount maintained in each fund. Reimbursement will be paid upon a statement signed by the Judge, and which includes a certification by each juror that they received a meal. If the amount spent for each meal is \$9.00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge in order to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the court. The normal procedures for claims processing may be adjusted accordingly.

Incidental Expenses

- The County reimburses for the actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached to the reimbursement form.
- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.
- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, or sport events.

- The County will not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County will not pay for food and/or beverages provided at meetings or in-house training.

Travel Expenses in Contracts

Contracts for goods, services, and training that require the County to reimburse for travel expenditures to the contractor, must include provisions in the contract that will require the travel reimbursements not to exceed the allowances provided to County personnel. Any exceptions to these rates must be brought to Commissioners' Court for approval.

Alternate Travel

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioner's Court must approve all exceptions.

GRANT SUMMARY SHEET

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

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

Grant Title:	Young Offender Planning Grant		
Grant Period:	From: 10/1/09	To: 09/30/10	
Grantor:	Department of Labor, Employment and Training Administration		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	175,445					175,445
Operating:	94,534					94,534
Capital Equipment:	24,139					24,139
Indirect Costs:	5,882					5,882
Total:	\$300,000	0	0	0	0	\$300,000
FTEs:	3					3

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>DB</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						
Number of juvenile offenders referred to <i>Newly-Developed Program</i> Resulting from Blueprint	0	n/a	n/a	n/a	n/a	550

Number of Juvenile offenders successfully completing the <i>Newly-Developed Program</i> Resulting from Blueprint	n/a	n/a	n/a	n/a	n/a	n/a
Number of juvenile offenders returning to out-of-home placements	n/a	n/a	n/a	n/a	n/a	n/a
Measures For Grant						
Number of Collaborating Agencies Solidified by Blue Print Developed in Newly-awarded Grant	10					25
Following will be measures of Newly-Developed Program:						
To reduce recidivism rate of youth returning from out-of-home placements						
Outcome Impact Description	Case mangers provide intensive case management (pre/post) and aftercare based on unique needs of <i>individual</i> juvenile offender. Re-entry will draw upon community- and faith-based input and resources as well as juvenile offender and family accountability.					
Increase employment rate of juvenile offenders						
Outcome Impact Description	Program partnership includes City of Austin, TCHHS, and TX Workforce Commission; juvenile offenders will register with WorkInTexas.com to build resume and learn online job search process. Job coaches/Volunteer Mentors will be assigned to youth.					
Increase the rate of juvenile offenders entering post-secondary or vocational education						
Outcome Impact Description	Program partnership includes AISD Achieve Texas, a school-to-work initiative with emphasis on vocational education to be replicated at Garner Betts residential facility. Also included in partnership is UT Austin's School of Social Work, St. Edward's University and their students will serve as mentors/role models.					
Increase the school retention rate of juvenile offenders						
Outcome Impact Description	In collaboration with AISD, the education component will be tied into successful re-entry into appropriate grade-level.					

Increase the high school graduation or G.E.D. of juvenile offenders						
Outcome Impact Description	In collaboration with AISD, the education component will be tied into successful high school graduation or G.E.D.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval to submit a grant application to the Department of Labor, Employment and Training Administration, for resources to develop re-entry strategies for youth served by the department. The grant would provide \$300,000 over a one year period for Juvenile Probation to collaborate on the project with key stakeholders and includes three grant funded FTE. The FTE will be housed in leased space which will be paid for by the grant. There are no county match requirements.

PBO recommends approval of the 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?

Primary goals of this planning grant will be to solidify existing collaborations to enhance Vocational training and educational attainment. Mentors will work with juvenile offenders in restorative justice projects for successful re-entry into the community. We are required to develop a blueprint to leverage existing resources to improve juvenile offender re-entry into the community. Strategies will be designed to align to the Department's goals of utilizing skills of career-oriented mentors from faith- and community-based organizations

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

The grant application requires one-to-one leverage of resources established in the planning process 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.

N/A

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

N/A

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

No. The Program will use department resources. No other programs will be discontinued as a result of this proposal.

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

Successful re-entry of juvenile offenders into the community impacts everyone. Juvenile offenders will participate in restorative justice projects in their community in an effort to make up for their delinquent behaviors. They will learn vocational trades and/or complete secondary education requirements; post-secondary educational opportunities will be explored and encouraged. As a result of the restructuring of TYC, TCJPD has responded by serving Program youth who would otherwise be committed to TYC. These kids are the future taxpayers of Travis County; upon re-entry into the community they will be prepared to be the productive, contributing members of our community.

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.

Currently, TCJPD provides job-readiness training at the ISC. However, it is not a formal "program," as there is not a set curriculum and there are no measurable goals at this time. (Measurable goals will be defined in the development of the program's Blueprint.) The Department currently offers community service restitution (CSR) credits through work crews, but there are no work-specific opportunities that allow juvenile offenders to develop vocational skills learned during time spent in the current job-readiness training provided at the ISC. The Blueprint of this planning grant will establish a vocational curriculum with structured work-specific job-skills training. This Blueprint will make connections of program youth to employers in the community who will not only provide skills training but also serve as mentors and potential references for employment, if not offer employment opportunities in their own businesses.

1. Local Need (40 points)

According to data gathered by Travis County Juvenile Probation Department (TCJPD), in 2008, 614 juvenile offenders were referred to TCJPD from out-of-home placements.

According to tables pulled from the U.S. Census Bureau's factfinder.gov, the national figure for *Children Under 18 Years Below Poverty Level* in 2006 was 17.4 percent; in Texas it was 23.9 percent. Data from the American Community Survey indicates *Children Under 18 Years Below Poverty Level* in Travis County is 20.4 percent.

In 1995, The Joint Juvenile Gang Unit (JJGU) was formed to address youth gang activity in and around the Austin area. The JJGU consists of Detectives from the Austin Police Department, Austin Independent School District's Police Department, and the Travis County Sheriff's Office. Officers from the JJGU report that gang-identified youth are those who are disengaged from regular extracurricular activities; disenfranchised, they seek alternative sources for a sense of belonging. Many youth have parents, other family members, or friends already associated with gangs. The JJGU has identified over 1,000 individual youths in gangs within the Greater Austin Area.

Existing services provided by Travis County Juvenile Probation (TCJP) include a comprehensive aftercare process prior to the release of youth from the facility. Youth receive intensive intervention based on their unique needs while they are in residential programming and a continuum of care while transitioning from the residential program. Private providers assist with delivering treatment for chemically dependent offenders, sex offenders, and offenders with mental health issues.

Substantive resources are required to offset the predictability of juvenile offenders becoming adult offenders. Partnerships with local school districts offer support for juveniles

who continue in high school; however, once juveniles leave the school system and have exited the juvenile justice system, resources for job-training and career-awareness are not readily available. A single delivery-point for developing career-readiness and job-training is not available in Travis County. Therefore, the blueprint for the planning process of this grant will map out strategies to work with juveniles who reside within TCJPD and follow through with after care services such as job training and career-readiness skills. The blueprint will address vocational education geared to the individualized needs of juvenile offenders and developing a dedicated group of workforce mentors—employers in the community who can directly influence and support juveniles' life goals of pursuing a career.

In developing the blueprint, a Community Reentry Team (CRT) will be formalized from partners already collaborating with TCJPD in other programs. The CRT will use an interdisciplinary approach to enhance communication, coordination, and collaboration among key organizations that play a role in serving youth in the local area returning home from out of home placement. Primary goals of this planning grant will be to solidify existing collaborations as well as map out a blueprint to leverage existing resources to improve juvenile offender re-entry to the community by providing support to ensure a healthy transition to adult roles and responsibilities with mentoring services to juveniles and families.

2. Project Design (n/a)

3. Collaboration (Total of 40 points)

A. Extent of Planned Partnerships (15 points)

Travis County Juvenile Probation Department proposes using its current capacity as an agency to support youth through restorative justice programs to introduce its youth offenders to experiences in the world of work. The Department utilizes the Balanced and Restorative

Justice (BARJ) model in all its programming. It is within the BARJ philosophy that as the Department and community aligns in seeking solutions, offering resources, and participating in the decision-making processes affecting juvenile offenders, the needs of both the child and the community will be better served.

Travis County Health and Human Services (TCHHS) will provide the work-based learning framework through the Summer Youth Job-Readiness Training Program.. This work-based learning program is a structured educational experience that integrates a minimum of 15 hours of job-readiness training with productive, structured work experience related to the youth's career goal. Upon completion of the job-readiness training, youth will have the opportunity to engage in meaningful, community-enhancing work, earning community service restitution (CSR) hours and have an opportunity for on-going job placement. TCHHS will provide training to mentors and allow TCJPD to use the basic format of the curriculum of the program, allowing TCJPD to tailor it to the specific needs to the juvenile offender population.

Austin ISD, Achieve Texas. Currently, AISD serves TCJPD as the education agency for residential youth as well as youth offenders on probation who are able attend AISD public schools. Youth are expected to meet the same state and local criteria for student performance as students attending any public school in the state of Texas. Connecting what a student learns in school today with what they want to do for a living increases motivation to learn. Schools can help each student develop skills needed to make informed decisions about the future. The concept of "Achieve Texas" is an effort to create multiple ways for students to plan their success beyond high school that includes both college- and career-readiness. Texas has adopted "career clusters" which are the economic engines of the state encompassing all careers students might

choose and connect directly to the Texas job market and economy. Students develop individual Texas Achievement Plans around their career interests and aptitudes. AISD currently has the Culinary Arts Academy as well as classes on Agriculture Design and Technology. This curriculum may be replicated and implemented at the TCJPD residential facility.

The University of Texas at Austin will provide support, assistance and expertise in formative and summative project evaluation, program assessment and accountability. This partnership not only gives a research base to the mentoring program with a job and career focus; it also provides a connection with higher education and support for our youth to experience and learn about post-secondary education.

The Texas Workforce Commission (TWC) provides a comprehensive online process for applying and searching for jobs. The use of the online process at www.WorkInTexas.com will be incorporated into the job-readiness and mentoring component of the program. Youth in the program will be given opportunities to seek employment through the online process once their job and career interests are identified. The online process supports job seekers to apply for jobs that match their interests and skills as well as providing support in building and posting resumes to job sites. TWC will match one or more mentors/job coaches to youth involved in this project in order to teach them how to negotiate TWC online services. Using TWC as a resource, the job coach will identify those jobs and careers with highest demand and guide youth to those areas and help youth develop skills and/or work experience in those areas that could ultimately result in sustainable employment. The collaboration between TWC and TCJPD will provide the residential youth and returning juveniles a transparent connection between work experience and jobs in high demand in Travis County. A scan of existing DOL-funded initiatives in the community will be conducted to determine other potential linkages.

Texas Correctional Office on Offenders with Medical or Mental Impairments

(TCOOMMI). A Continuity of Care Coordinator under the supervision of the Juvenile TCOOMMI Program Director who is housed in the TCJPD will provide counseling and case management services to juvenile's placed in the post-adjudication or residential treatment facility. Services will focus on assisting the juveniles with a mental health diagnosis to transition back into the community. The Coordinator will also work with the youth's family to prepare them for the youth's re-entry into the home and community. The Coordinator will work with the juvenile for approximately two months prior to release and two months post-release. They will counsel the youth and family and assist them in accessing medical, social, educational, financial, and employment services that will support the youth in making a successful transition back into the community. Case managers support parole officers in linking juvenile offenders to available services.

B. Extent of Commitment of Faith-Based and Community Organizations (15 points)

Faith-based organizations and community agencies will serve as mentors for youth and provide job-readiness training to youth as well as identify "restorative justice" projects in the community. Local businesses and community organizations will have youth to work on restorative justice projects and job-readiness training such as day camps, food banks, office work or other job duties that will give program youth an opportunity to gain marketable job skills and experiences. Mentors from one local church, Amazing Grace Church Assembly, have already committed to attend training sessions provided by TCJPD and Travis County Health and Human Services. Established community partners include the Real Estate Council of Austin, who sponsor and fund a program which auctions paintings created by program youth in their art groups. The Boys Scouts and Girls Scouts of Austin are helping to identify worksites for eligible

youth who have completed their job readiness training. Boys and Girls Club of Austin currently provides a work site for a large number of Austin-area youth to participate in a variety of community service projects. The Greater Austin Area recognizes the effectiveness of community involvement in reducing juvenile crime.

C. One-to-One Leveraged Resources (10 points)

Travis County Juvenile Probation has an existing Memorandum of Understanding with the local Child Protective Services (CPS) to serve juveniles offenders in the foster care system. CPS staff is collocated in the TCJPD complex and is cross-trained in juvenile justice procedures. TCJPD will actively seek state/local monies as well as grants from foundations. TCJPD will leverage resources from faith-based and other community agencies in the mentoring component of the program. Mentors will be recruited from businesses and industry in the community to provide program participants with support and skills-development needed to search, acquire, and retain jobs and develop a pathway for a sustainable career. Mentors also will be recruited from various universities, colleges, churches, community and service organizations, and from the pool of organizations in the reentry team. They will complete screening processes already in place at TCJPD which consist of criminal background check and fingerprinting. Training will entail a combination of orientation and training by TCJPD and a "training for trainers" session utilized by the Austin Travis County Health and Human Services/Work based Learning Program. Further support will be garnered from Texas Workforce Commission and Achieve Texas to help mentors from businesses and corporations effectively support and communicate with the youth involved in the program. The mentors will form a single collaborative team with structured communication through email and a monthly face-to-face meeting with the program coordinator, teachers, and other TCJPD personnel. Collaboration among the mentors is an important

component in developing a pool of effective experienced mentors. As the mentors acquire more experience in working with this target population and better understand the needs of youth most “at risk” for further juvenile court involvement, these seasoned mentors can act as mentors to subsequent mentors.

TCJPD will leverage resources from community businesses through job shadowing programs and career-oriented mentors. The early stages of the work-based learning will consist of topics that include completing job applications, resume building, mock interviewing, basics computer skills, and dressing for success. Also included are independent living skills and vocational preparation, visits from community volunteers and employers, and/or field trips to workplaces. Participating businesses may provide information through presentations or conduct a tour of the business to eligible groups of juveniles. The businesses may meet with the juveniles on a regular basis during the juvenile’s stay at the facility to discuss characteristics of different jobs, work attitudes and habits, and the juveniles’ career interests. As the process evolves juveniles may be given opportunities to participate in a job-shadowing program. Follow-up sessions are held after the job shadowing and juveniles meet with the employees and/or their job coach/mentor to discuss the job, the education it requires, and its rewards. As juveniles progress along the workforce skills continuum, they may be offered the opportunity to run a group-based enterprise centered at the facility that provides goods and services to the community.

4. Organizational Capacity (Total of 20 points)

A. Experience of Organization (7 Points)

Each of the key organizations (discussed in Section 3) provide programs and services that allow TCJPD youth to transition back and feel connected to their communities. TCJPD currently offers programs through each of these service organizations but strategies will be

designed to solidify connections in order to more closely align to the project's goals of successful re-entry into the community through vocational training and educational attainment.

In an effort to offer "real-life," comprehensive services to juveniles who are in greatest need of support, implementation of work-based learning program provides an evidenced-based service that meets the mission and goals of the TCJPD. Preparing juveniles in the justice system for work is not intended to take away from holding juveniles accountable for crimes they commit; rather, work-based learning provides a value-added component that integrates occupational curriculum, mentors, and community involvement that facilitates accessing and learning skills around responsibility and work. Often, employment opportunities are offered to juveniles who completed successful internships.

Travis County Juvenile Probation in collaboration with AISD, currently operates the Juvenile Justice Alternative Education Program (JJAEP). JJAEP is a therapeutic, educational setting that serves adolescents (ages 10-17) who have been expelled from any school district in Travis County. Currently, school records are retrieved for juveniles upon placement in the facility. Youth are assessed and are placed in appropriate grade levels. Credit for course work while in the facility is obtained. Credit retrieval opportunities allow juveniles to catch up to their appropriate grade levels. Transitioning youth out of the program occurs so that juveniles do not re-enter public schools at inappropriate times during the school semesters. Study hall and tutoring also helps to re-condition once truant offenders back into the habit of sitting through class and regaining study habits.

Experience of Key Staff (7 Points)

Ms. Ena Brent, Casework Manager, has 16 years experience as a professional in the juvenile justice system. She has a Bachelor's Degree in Government/English Huston-Tillotson College, Austin, Texas. She has earned a Masters of Business Administration//Public Administration through the University of Phoenix. Ms. Brent is certified by the Texas Juvenile Probation Commission as a Juvenile Probation Officer and a Juvenile Detention Officer.

Organization's Previous Success (6 Points)

The following are a few of the existing programs with community collaborations provided to juvenile offenders who have come into contact with TCJPD.

Neighborhood Conference Committee: NCC is a local citizen committee acting under the authority TCJPD to serve as an arm of the Court for resolving misdemeanor offenses. NCC provides an informal and voluntary procedure to help families resolve legal problems within their communities.

Southwest Key Tracking (SWK) helps juvenile offenders successfully return to the community and be responsible for their actions through an intensive supervision program that requires staff to make contact at least twice daily, in person, by phone or both. Access to individual, group, and family counseling is available. SWK staff makes regular contact with teachers/school officials to monitor behavior/attendance; assists in obtaining legal representation, and maintains regular contact with probation officers; and assists in obtaining available community resources as needed in the areas of mental and physical health.

Austin Travis County Advocacy Program: Provides mentors who model socially acceptable behavior for juvenile offenders, supplies wrap-around services to the family, and encourages participation in activities that focus on personal responsibility.

Children's Partnership: Partnership between the Austin-Travis County Mental Health and Mental Retardation and TCJPD and has the goal of providing wrap-around mental health services. Other collaborators include Travis County Health and Human Services, Austin ISD, and Child Protective Services.

TRIAD: Created for non-adjudicated, indigent juveniles needing placements. TRIAD is a collaborative effort between Child Protective Services, the Department of Mental Health and Retardation, and Juvenile Probation.

Community Service Restitution Work Crews: The Community Service Program is to provide restitution, teach accountability, and provide a positive learning experience for the juvenile, family, and community.

Community Mentoring Network: Designed to prevent youth exhibiting delinquent behavior from coming into further contact with law enforcement systems by promoting living, learning, and work skills through positive role modeling and community support.

Victim Offender Mediation: Brings victims and their perpetrators together in a positive and peaceful way.

In conclusion, primary goals of this planning grant will be to solidify existing collaborations as well as map out a blueprint to leverage existing resources to improve juvenile offender re-entry to the community by providing support to ensure a healthy transition to adult roles and responsibilities with mentoring services to juveniles and families. Strategies will be designed to more closely align to the project's goals of utilizing mentors from faith- and community-based organizations as well as trained staff from community agencies for successful juvenile offender re-entry into the community through vocational training and educational attainment.

Grant Application Package

Opportunity Title:	Young Offender Planning Grants/Implementation Grants
Offering Agency:	Employment and Training Administration
CFDA Number:	17.261
CFDA Description:	WIA Pilots, Demonstrations, and Research Projects
Opportunity Number:	SGA-DFA-PY-08-09
Competition ID:	
Opportunity Open Date:	11/17/2008
Opportunity Close Date:	12/18/2008
Agency Contact:	B. Jai Johnson Grants Management Specialist E-mail: johnson.bjai@dol.gov Phone: 2026933296

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

- Mandatory Documents for Submission**
- Budget Narrative Attachment Form
 - Budget Information for Non-Construction Program
 - Project Narrative Attachment Form
 - Application for Federal Assistance (SF-424)

Optional Documents

Attachments

Move Form to Submission List

Move Form to Delete

- Optional Documents for Submission**
- Faith Based NGO Survey
 - Disclosure of Lobbying Activities (SF-LLL)

Instructions

- 1** Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		Version 02
<p>* 1. Type of Submission:</p> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<p>* 2. Type of Application:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<p>* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/></p>
<p>* 3. Date Received: <input type="text" value="Completed by Grants.gov upon submission."/></p>	<p>4. Applicant Identifier: <input type="text"/></p>	
<p>5a. Federal Entity Identifier: <input type="text"/></p>	<p>* 5b. Federal Award Identifier: <input type="text"/></p>	
State Use Only:		
<p>6. Date Received by State: <input type="text"/></p>	<p>7. State Application Identifier: <input type="text"/></p>	
8. APPLICANT INFORMATION:		
<p>* a. Legal Name: <input type="text" value="Travis County Juvenile Probation Department"/></p>		
<p>* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="74-6000192"/></p>	<p>* c. Organizational DUNS: <input type="text" value="56-758-131"/></p>	
d. Address:		
<p>* Street1: <input type="text" value="2515 South Congress Avenue"/> Street2: <input type="text"/> * City: <input type="text" value="Austin"/> County: <input type="text"/> * State: <input type="text" value="TX: Texas"/> Province: <input type="text"/> * Country: <input type="text" value="USA: UNITED STATES"/> * Zip / Postal Code: <input type="text" value="78704"/></p>		
e. Organizational Unit:		
<p>Department Name: <input type="text" value="Juvenile Probation Department"/></p>	<p>Division Name: <input type="text" value="Residential/Probation Services"/></p>	
f. Name and contact information of person to be contacted on matters involving this application:		
<p>Prefix: <input type="text" value="Ms."/> * First Name: <input type="text" value="Estela"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="Medina"/> Suffix: <input type="text"/></p>		
<p>Title: <input type="text" value="Chief Juvenile Probation Officer"/></p>		
<p>Organizational Affiliation: <input type="text"/></p>		
<p>* Telephone Number: <input type="text" value="512/854-7069"/></p>	<p>Fax Number: <input type="text" value="512/854-7071"/></p>	
<p>* Email: <input type="text" value="estela.medina@co.travis.tx.us"/></p>		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Employment and Training Administration

11. Catalog of Federal Domestic Assistance Number:

17.261

CFDA Title:

WIA Pilots, Demonstrations, and Research Projects

*** 12. Funding Opportunity Number:**

SGA-DFA-PY-08-09

* Title:

Young Offender Planning Grants/Implementation Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Austin, Travis County, TX

*** 15. Descriptive Title of Applicant's Project:**

Travis County Juvenile Offender Re-entry Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="300,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

To add more Budget Narrative attachments, please use the attachment buttons below.

OMB Approval No. 4040-0006
Expiration Date 07/30/2010

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Young Offender Planning grant	17.261	\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Young Offender Planning grant				
a. Personnel	\$ 128,687.00	\$	\$	\$	\$ 128,687.00
b. Fringe Benefits	46,758.00				46,758.00
c. Travel	17,311.00				17,311.00
d. Equipment	24,139.00				24,139.00
e. Supplies	20,420.00				20,420.00
f. Contractual	47,500.00				47,500.00
g. Construction	0.00				
h. Other	9,303.00				9,303.00
i. Total Direct Charges (sum of 6a-6h)	294,118.00				294,118.00
j. Indirect Charges	5,882.00				5,882.00
k. TOTALS (sum of 6i and 6j)	\$ 300,000.00	\$	\$	\$	\$ 300,000.00
7. Program Income	\$ 0.00	\$	\$	\$	\$

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS		
8. Young Offender Planning grant	0.00			\$ 0.00		
9.						
10.						
11.						
12. TOTAL (sum of lines 8-11)						
	\$			\$		
SECTION D - FORECASTED CASH NEEDS						
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
13. Federal						
14. Non-Federal						
15. TOTAL (sum of lines 13 and 14)						
	\$			\$		
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT						
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)					
	(b) First	(c) Second	(d) Third	(e) Fourth		
16. Young Offender Planning grant	300,000.00					
17.						
18.						
19.						
20. TOTAL (sum of lines 16 - 19)						
	\$			\$		
SECTION F - OTHER BUDGET INFORMATION						
21. Direct Charges:			22. Indirect Charges: provisional			
23. Remarks: 						
Budget narrative attached for details on each cost category and to include calculation of indirect cost rate.						

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Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	Travis County Juvenile Probation Department
Applicant's DUNS Name:	86-738-1352
Federal Program:	Young Offender Planning Grants/Implementation Grants
CFDA Number:	17.261

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

3 or Fewer 15-50

4-5 51-100

6-14 over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

Less Than \$150,000

\$150,000 - \$299,999

\$300,000 - \$499,999

\$500,000 - \$999,999

\$1,000,000 - \$4,999,999

\$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is **1890-0014**. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: The Agency Contact listed in this grant application package.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
---	---	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name: Travis Co. Juvenile probation Dept.

* Street 1: 2515 S. Congress Ave Street 2: _____

* City: Austin State: TX: Texas Zip: 78704

Congressional District, if known: 10

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Department of Labor	7. * Federal Program Name/Description: WIA Pilots, Demonstrations, and Research Projects CFDA Number, if applicable: 17.261
---	--

8. Federal Action Number, if known: _____

9. Award Amount, if known:
\$ _____

10. a. Name and Address of Lobbying Registrant:

Prefix: _____ * First Name: N/A Middle Name: _____

* Last Name: N/A Suffix: _____

* Street 1: _____ Street 2: _____

* City: _____ State: _____ Zip: _____

b. Individual Performing Services (including address if different from No. 10a)

Prefix: _____ * First Name: N/A Middle Name: _____

* Last Name: N/A Suffix: _____

* Street 1: _____ Street 2: _____

* City: _____ State: _____ Zip: _____

11. Information requested through this form is authorized by title 31 U.S.C section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: Completed on submission to Grants.gov

* Name: Prefix: _____ * First Name: N/A Middle Name: _____

* Last Name: N/A Suffix: _____

Title: _____ Telephone No.: _____ Date: Completed on submission to Grants.gov

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Grant Application Package

Opportunity Title:	Young Offender Planning Grants/Implementation Grants
Offering Agency:	Employment and Training Administration
CFDA Number:	17.261
CFDA Description:	WIA Pilots, Demonstrations, and Research Projects
Opportunity Number:	SGA-DFA-PY-08-09
Competition ID:	
Opportunity Open Date:	11/17/2008
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Agency Contact:	B. Jai Johnson Grants Management Specialist E-mail: johnson.bjai@dol.gov Phone: 2026933296

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* Application Filing Name:

Mandatory Documents

--

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Budget Narrative Attachment Form
Budget Information for Non-Construction Program
Project Narrative Attachment Form
Application for Federal Assistance (SF-424)

Optional Documents

Attachments

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Health Based HFO Survey
Disclosure of Lobbying Activities (SF-LLL)

Instructions

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 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
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 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
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 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
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 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
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 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

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Application for Federal Assistance SF-424

Version 02

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify)**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

*** 5b. Federal Award Identifier:**

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Travis County Juvenile Probation Department

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-6000192

*** c. Organizational DUNS:**

d. Address:

*** Street1:**

2515 South Congress Avenue

Street2:

*** City:**

Austin

County:

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

78704

e. Organizational Unit:

Department Name:

Juvenile Probation Department

Division Name:

Residential/Probation Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Estela

Middle Name:

*** Last Name:**

Medina

Suffix:

Title:

Chief Juvenile Probation Officer

Organizational Affiliation:

*** Telephone Number:**

512/854-7069

Fax Number:

512/854-7071

*** Email:**

estela.medina@co.travis.tx.us

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Application for Federal Assistance SF-424	Version 02
9. Type of Applicant 1: Select Applicant Type: <input type="text" value="B: County Government"/>	
Type of Applicant 2: Select Applicant Type: <input type="text"/>	
Type of Applicant 3: Select Applicant Type: <input type="text"/>	
* Other (specify): <input type="text"/>	
* 10. Name of Federal Agency: <input type="text" value="Employment and Training Administration"/>	
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="17.261"/>	
CFDA Title: <input type="text" value="WIA Pilots, Demonstrations, and Research Projects"/>	
* 12. Funding Opportunity Number: <input type="text" value="SGA-DFA-PY-08-09"/>	
* Title: <input type="text" value="Young Offender Planning Grants/Implementation Grants"/>	
13. Competition Identification Number: <input type="text"/>	
Title: <input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text" value="City of Austin, Travis County, TX"/>	
* 15. Descriptive Title of Applicant's Project: <input type="text" value="Travis County Juvenile Offender Re-entry Program"/>	
Attach supporting documents as specified in agency instructions. <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="300,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

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c. Program is not covered by E.O. 12372.

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21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

To add more Budget Narrative attachments, please use the attachment buttons below.

OMB Approval No. 4040-0006
Expiration Date 07/30/2010

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Young Offender Planning grant	17.261	\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

69

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
Young Offender Planning grant					
a. Personnel	\$ 128,687.00	\$	\$	\$	\$ 128,687.00
b. Fringe Benefits	46,758.00				46,758.00
c. Travel	17,311.00				17,311.00
d. Equipment	24,139.00				24,139.00
e. Supplies	20,420.00				20,420.00
f. Contractual	47,500.00				47,500.00
g. Construction	0.00				
h. Other	9,303.00				9,303.00
i. Total Direct Charges (sum of 6a-6h)	294,118.00				294,118.00
j. Indirect Charges	5,882.00				5,882.00
k. TOTALS (sum of 6i and 6j)	\$ 300,000.00	\$	\$	\$	\$ 300,000.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

20

SECTION C - NON-FEDERAL RESOURCES									
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS					
8. Young Offender Planning grant	\$ 0.00		\$	\$ 0.00					
9.									
10.									
11.									
12. TOTAL (sum of lines 8-11)	\$		\$						
SECTION D - FORECASTED CASH NEEDS									
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter				
13. Federal	\$			\$					
14. Non-Federal	\$								
15. TOTAL (sum of lines 13 and 14)	\$			\$					
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT									
(a) Grant Program									
	FUTURE FUNDING PERIODS (YEARS)								
	(b) First	(c) Second	(d) Third	(e) Fourth					
16. Young Offender Planning grant	\$ 300,000.00		\$						
17.									
18.									
19.									
20. TOTAL (sum of lines 16 - 19)	\$ 300,000.00		\$						
SECTION F - OTHER BUDGET INFORMATION									
21. Direct Charges:		22. Indirect Charges: provisional							
23. Remarks:	Budget narrative attached for details on each cost category and to include calculation of indirect cost rate.								

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7

Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	Travis County Juvenile Probation Department
Applicant's DUNS Name:	86-738-1352
Federal Program:	Young Offender Planning Grants/Implementation Grants
CFDA Number:	17.261

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

3 or Fewer 15-50
 4-5 51-100
 6-14 over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is **1890-0014**. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: The Agency Contact listed in this grant application package.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Travis Co. Juvenile probation Dept."/> * Street 1: <input type="text" value="2515 S. Congress Ave"/> Street 2: <input type="text"/> * City: <input type="text" value="Austin"/> State: <input type="text" value="TX: Texas"/> Zip: <input type="text" value="78704"/> Congressional District, if known: <input type="text" value="10"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 100px;"></div>		
6. * Federal Department/Agency: <input type="text" value="Department of Labor"/>	7. * Federal Program Name/Description: <input type="text" value="WIA Pilots, Demonstrations, and Research Projects"/> CFDA Number, if applicable: <input type="text" value="17.261"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix: <input type="text"/> * First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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:	TNR
Contact Person/Title:	Steve Schiewe Ext. 47580; Donna Williams-Jones Ext. 47677
Phone Number:	854-9383

Grant Title:	Travis County Flood Protection Planning Grant		
Grant Period:	From:	3/27/2007	To: 1/31/2009
Grantor:	Texas Water Development Board		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	0	195,000	0	465,000	0	660,000
Capital Equipment:						0
Indirect Costs:						0
Total:	0	195,000	0	465,000	0	660,000
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JJ</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						
To identify high priority flood hazards within Travis County and develop feasible solutions to address them for the protection of public safety and welfare.		Final draft under review by Grantor				
Measures For Grant						
Outcome Impact Description						

PBO Recommendation:

PBO concurs with this extension. *[Signature]*

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?

Extending the end date for an existing grant.

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

None, one time 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.

Work is substantially complete. Matching funds have already been approved and spent/encumbered.

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

No.

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.

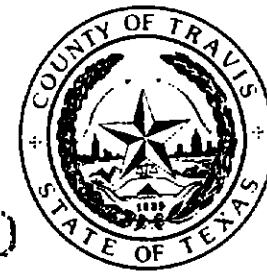
N/A

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

N/A

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 goal of this grant is to identify high priority flood hazards within Travis County and develop solutions for addressing them for the protection of public safety and welfare. Monies are already allocated annually in the general fund, road/bridge fund and/or bonds by Travis County for drainage improvements. Implementation of the measures recommended by this study will improve public safety and welfare by ensuring that critical projects receive the highest priority.



RECEIVED

08 NOV 19 PM 3:36

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

DATE: November 13, 2008

MEMORANDUM

TO: Rodney Rhoades, Executive Manager Planning and Budget Office

Carol B. Joseph for

THROUGH: Joseph P. Gieselman, TNR Executive Manager

DW

FROM: Donald W. Ward, P.E., TNR Road Maintenance & Fleet Services
Division Director

SUBJECT: Texas Water Development Board grant contract extension

Proposed Motion:

Consider and take appropriate action on extension to a grant contract with the Texas Water Development Board for a flood protection planning study of Travis County.

Summary and Staff Recommendations:

Grant funds in the amount of \$195,000 were awarded by the Texas Water Development Board (TWDB) to support a flood protection planning study of Travis County. Commissioners Court accepted the initial grant contract in its June 26, 2007 voting session. This grant funding is being used to supplement the original allocation by the Court of \$500,000 for the study.

The Travis County Drainage Study has been conducted by HDR Engineering to identify flood prone areas in the county, assess flood control alternatives and associated costs, provide recommendations on appropriate solutions to flooding issues, and include public input throughout the process. Although the draft report has been completed and is currently under review by TWDB, they have informed staff that they require additional time for their review beyond the original contract completion date. This necessitates an extension of the Study Completion Date to January 31, 2009, and the Final Report Deadline to March 31, 2009. Staff recommends approval.

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Budgetary and Fiscal Impacts:

The absence of a contraction extension will impact Travis County's ability to receive reimbursement of the full grant amount. There are no budgetary or fiscal impacts related to approving the extension.

DWW/SLS:sls *AMC*

- Copy: John Hille, County Attorney's Office
Chris Gilmore, County Attorney's Office
Jessica Rio, PBO
Michelle, Gable, County Auditor's Office
Joe Gieselman, TNR
Carol Joseph, TNR
Melinda Mallia, TNR
Donna Williams-Jones, TNR
Steve Schiewe, TNR

Attachments

TWDB Contract No. 0704830722

STATE OF TEXAS

TEXAS WATER DEVELOPMENT BOARD

TRAVIS COUNTY

and

TRAVIS COUNTY

AMENDMENT NO. 1

This Contract and Agreement made and entered on June 26, 2006 and is hereby amended as follows:

1. Section I, Article I, Item J is changed from July 31, 2008 to January 31, 2009.
2. Section I, Article I, Item K is changed from August 31, 2008 to March 31, 2009.

All other terms and conditions of TWDB Contract No. 0704830722 shall remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Contract and Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD TRAVIS COUNTY

 Carolyn L. Brittin
 Deputy Executive Administrator
 Water Resources Planning & Information

 Samuel T. Biscoe
 Travis County Judge

Date: _____

Date: _____

TEXAS WATER DEVELOPMENT BOARD



Charles F. Henning, Chairman
Lester H. McWhorter, Member
William J. Laughlin, Member

J. Kevin Ward
Executive Administrator

Jack Hunt, Vice Chairman
Thomas Weir Libart III, Member
Joe M. Cracher, Member

TWR

9/24

October 31, 2008

Mr. Don Ward
Division Manager
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

Re: Flood Protection Planning Fund Contract between the Texas Water Development Board (TWDB) and Travis County (COUNTY); TWDB Contract No. 0704830722, Amendment No. 1

Dear Mr. Ward:

Please find enclosed two originals of the above-referenced contract amendment for execution. Amendment No. 1 extends the Study Completion Date from July 31, 2008 to January 31, 2009 and the Final Report Deadline from August 31, 2008 to March 31, 2009 at no additional cost to the TWDB. All other terms of the contract shall remain in full force and effect.

Please obtain the proper signature for each copy of the amendment and return to the attention of Contract Administration at the address listed below, within 30 days from receipt of this letter. Once received by the TWDB, the amendments will be signed and fully executed, with an original copy returned to you for your records.

If you have any questions concerning this contract, please contact Gilbert Ward, the TWDB's designated Contract Manager for this study at (512) 463-6418.

Sincerely,

Carolyn L. Brittin
Deputy Executive Administrator
Water Resources Planning & Information

Enclosures

c: Gilbert Ward, TWDB

Our Mission

To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas.

P.O. Box 13231 • 1700 N. Congress Avenue • Austin, Texas 78711-3231
Telephone (512) 463-7847 • Fax (512) 475-2053 • 1-800-REU-AYTA (for the hearing impaired)
www.twdb.state.tx.us • info@twdb.state.tx.us
TNRIS - Texas Natural Resources Information System www.tnr.is.state.tx.us
A Member of the Texas Geographic Information Council (TGIC)



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GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts
Contact Person:	Darlene Byrne/Peg Liedtke
Title:	Judge, 126th Judicial District Court/Director, Civil Courts
Phone Number:	(512) 854-9313 or (512) 854-9364

Grant Title:	Drug Court Program			
Grant Period:	From:	09/01/07	To:	8/31/08
Grantor:	Office of the Governor's Criminal Justice Division			

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" 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:	32,065.25					32,065.25
Operating:	48,454.50					48,454.50
Capital Equipment:	3,900.00					3,900.00
Indirect Costs:						
Total:	84,419.75	0	0		0	84,419.75
FTEs:	1					1

Performance Measures	Projected FY 07 Measure	Progress To Date:				Projected FY 08 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Measures For Grant						

Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Percentage of participants who reenter the child protection system (CPS) while participating in the family drug court program (e.g. new referral to CPS).	N/A	N/A	N/A	N/A	N/A	15%
Percentage of participants who have a new substantiated child protection case following participation in the family drug court program.	N/A	N/A	N/A	N/A	N/A	15%

Auditor's Office Contract Approval: **Staff Initials:** DB

Auditor's Office Comments:

PBO Recommendation:

PBO notes that the department has received a preliminary indication that this grant has been renewed. However, the County is still waiting for the paperwork to be completed by the Governor's Office to bring a contract to Commissioners Court. PBO concurs with this Permission to Continue.

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 Civil Courts are requesting permission to continue of the funding for the full-time employee for the Governor's Office Criminal Justice Division Drug Court Program Grant.

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. With this interest, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. Through intensive services, monitoring, and case work, the FDTC will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government, as well as private foundations.

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 associated with this grant.

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

Indirect costs have not been calculated.

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.

Assuming program effectiveness, the Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff, and County resources to sustain this project. The Civil Courts intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequent, the County will have the

opportunity to consider investment in the staff positions and the program as well as areas of the Civil Courts.

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

The proposed program will not establish a separate court, but rather a mini court within the main court process. The Civil Courts will incorporate it into the process currently established and one of the judges who currently hears these cases will preside over this court. The proposed programming will provide treatment planning, substance abuse screening, improved case management, etc.

The FDTC is a model that effectively and efficiently processes abuse and neglect cases for both parents and children. It provides parents with the necessary skills to become effective parents, while providing for a safe and stable home environment and, ultimately, provide these children with a better opportunity of becoming productive members of society.

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 implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. In response, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is *to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers*. The impact will be recognized in improved service delivery, a decrease in parental substance abuse, and an increase in rate of family reunification, family organization, and cohesion.

To successfully evaluate the performance of the Travis County Family Drug Treatment Court Program, the court will document the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. It is proposed that the Court Coordinator (*grant funded*) will oversee the plan for collection, management, analysis, interpretation, and reporting as required. Resources to support a full scale evaluation of court will later be researched and pursued.

GRANT SUMMARY SHEET

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

Department/Division:	Criminal Courts - Drug Court #2430
Contact Person:	Debra Hale
Title:	Court Management Director
Phone Number:	(512) 854-9432

Grant Title:	Drug Diversion Court		
Grant Period:	From:	9/1/2008	To: 8/31/2009
Grantor:	Office of the Governor Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	\$55,878	0	0	0	\$55,878
Operating:	0	\$101,024	0	0	0	\$101,024
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	\$3,139	0	0	0	3,139
Total:	0	\$160,041	0	0	0	\$160,041
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Applicable Depart. Measures						
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,165	3,165
# of new enrollments in the program.	193	48	83	117	151	151
# of participants that have graduated from the program.	100	35	65	89	113	100
Measures For Grant						
Provide intensive case management for African Amercian participants.	50	50	50	50	50	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20	20
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5	10

Auditor's Office Contract Approval: x **Staff Initials:** NS

Auditor's Office Comments:

PBO Recommendation:

PBO notes that the department has received a preliminary indication that this grant has been renewed. However, the County is still waiting for the paperwork to be completed by the Governor's Office to bring a contract to Commissioners Court. PBO concurs with this Permission to Continue.

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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR as well.

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: December 4, 2008

To: Members of the Commissioners Court

From: Debra Hale, Director of Court Management

DD

Re: Permission to Continue Drug Court Grant Position, Project # M09622

The Travis County Drug Court Program initially received a Drug Court Enhancement Grant from the Governor's Office in Fiscal Year 2002. Funding for this grant has been continued each Fiscal Year since FY02. Again for FY09, a continuation grant application was submitted to the Governor's Office. The Criminal Courts anticipate the grant will be partially renewed, however, the Governor's Office has been delayed with announcing the FY09 Drug Court grant awards.

Among other things, the Drug Court Enhancement Grant funds a Chemical Dependency Counselor position (slot # 171) who works directly with the high risk, target population. Since the Governor's office has not yet announced the Drug Court grant awards for FY09, the Travis County Criminal Courts are requesting permission to continue funding for the Chemical Dependency Counselor for an additional month.

A budget adjustment in the amount of \$4,434 has been prepared. The funds will be transferred from account 001-2430-546-0701. This will pay for the salary and benefits of the grant Chemical Dependency Counselor for the month of December 2008. We anticipate the grantor to continue the grant for FY09 at which point the grant will reimburse the General Fund for this amount.

29 ✓

Agenda Item No. 08076-3

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST 3

Work Session _____ Voting Session December 16, 2008

I. A. Request made by: Mary E Maves
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Consider and Take Appropriate Action on Request for Exemptions to Travis County Investment Policy Requiring that Obligations of U. S. Agencies be 75% or Less of the Operating and Pooled Bond Investment Portfolios.

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).

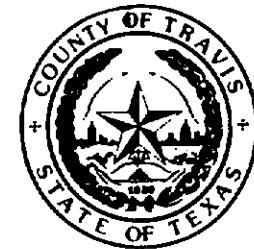
B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

- Dolores Ortega-Carter, Treasurer, 854-9365
- Rodney Rhoades, Executive Manager, PBO, 854-9106
- Leroy Nellis, Budget Manager, PBO, 854-8679
- Susan Spataro, County Auditor, 854-9125
- Barbara Wilson, Assistant County Attorney, 854-9415
- Investment Advisory Committee

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)
 - ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
 - ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
 - X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesday for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



CASH/INVESTMENT MANAGEMENT DEPARTMENT TRAVIS COUNTY, TEXAS

Travis County Administration Building
314 W. 11th Street, Suite 540
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9085
Fax: (512) 854-4210
Email: mary.mayes@co.travis.tx.us

DATE: December 16, 2008

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

FROM: Mary E. Mayes, Investment Manager
Harvey L. Davis, Assistant Investment Manager

RE: Request for Exemptions to Investment Policy

Handwritten signatures of Mary E. Mayes and Harvey L. Davis in black ink.

The Travis County Investment Policy requires that holdings of U. S. Agency Notes be 75% or less of the Operating and Pooled Bond investment portfolios. This requirement is to be tested each Tuesday and the Investment Manager has 30 days following the test to bring the percentage back within the limits (see Section 233.024).

Because of the uncertainty in the financial markets, and the expected reduction in yields which began in August, 2007, we have intentionally invested a greater percentage of the portfolios in individual securities to lock in yields. We also have a lower amount of Treasuries in the portfolios, as the yields for Treasuries have been extremely low compared to Agencies (at times 1.00% less) for some time. Our yield is higher because of these purchases. At the time they kept our agency percentages well within the 75% allowed. However, additional expenditures since our last purchases have put the portfolios at risk of exceeding the 75% for more than 30 days.

At this time we are requesting that the Commissioners Court grant exemptions to this Investment Policy requirement for short periods of time to be certain that our Investment Portfolios do not become outside the guidelines of the Policy. In November, 2001, a similar request was approved by the Court for General Electric Commercial Paper, which was over the required 5% of the Operating Portfolio until tax revenues brought the percentage back down in December.

Operating On November 18, 2008, the test showed the Operating Portfolio had Agencies at 75.69% of the overall portfolio. This overage was reported to the Commissioners Court that day in our weekly report. At that time it seemed that tax revenues would increase the percentage in overnight pools, thus decreasing the agency percentage below 75%. However, tax revenues have

been delayed this year because the tax notices were sent later than usual. This delay caused a significant decrease in November tax revenues. This decrease is expected to be made up by corresponding increases in December. At this time it appears the agency percentage may still be above 75% on December 18th, the last of the 30 day grace period.

We request permission to exceed the 75% policy limit through January 8, 2008 to allow time for late December tax revenues to be posted to the portfolio.

Pooled Bond As of December 2, 2008, 74.67% of the pooled bond portfolio was invested in U.S. government agencies securities. The portfolio had a value of over \$164 million of which over \$122 million was invested in government agencies.

Weekly disbursements from the pooled bond portfolio to pay for bond financed construction projects cause the percentage to increase until there is a maturity of a agency security. We expect the percentage of government agencies to exceed the policy limit of 75% before the next maturity of a government agency security.

The next maturity of a government agency security will occur on January 23, 2009. The security is a Fannie Mae Note with a par value of \$8,000,000.

We request permission to exceed the 75% policy limit until January 23, 2009.

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 16, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE NATIONAL ASSOCIATION OF COUNTIES (NACO) REGARDING COUNTY INFRASTRUCTURE SURVEY OF POTENTIAL PROJECTS FOR FEDERAL ECONOMIC STIMULUS.

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.

NACo County Infrastructure Survey

Congress is planning to consider a major stimulus package of great importance to county governments when it reconvenes in January 2009. Estimates of the size of the funding available through this bill have ranged up to \$700 billion. NACo understands that one of the major areas of consideration for inclusion in this stimulus package will be substantial funding for ready-to-go infrastructure projects. In order to help Congress understand the importance of this funding to county governments your county can assist NACo by telling us about your local ready-to-go infrastructure projects and the estimated costs of these projects. We will share the results of this survey with Congress and the incoming administration to advocate for direct assistance to county governments.

Please respond by **3 PM Eastern Time, Friday, December 12.**

Thank you in advance for your participation.

1. Does your county have any ready-to-go infrastructure projects that are eligible for federal funding?

Yes _____

No _____

2. If yes, please indicate the following:

Type of Project	Number of Projects	Total Estimated Costs
Roads/Highways		
Bridges		
Transit Systems		
Airport Construction		
Water Systems		
Sewage Treatment Plants		
School Construction		
County Buildings		
Hospitals/Clinics		
Recreation Facilities		
Housing (Construction and Rehabilitation)		
Broadband Deployment		
Rural Water/Waste Water Backlog Projects		

Green Infrastructure Projects (wind, solar, etc.)		
ADA compliance		
Other (explain)		
Other (explain)		
Other (explain)		
Other (explain)		

3. Please list and comment on any of these ready-to-go projects by name of project.

Name of person responding _____
Title _____
County _____
State _____
Email _____

Please return to:
Kathryn Murphy
National Association of Counties
kmurphy@naco.org
Phone: 202-661-8806
Fax: 202-737-0480

Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(Date)

Working Session 12/16/08
(Date)

I. A. Request made by: COUNTY ATTORNEY FT ^{FP} Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER AND/OR TAKE APPROPRIATE ACTION IN FIRST-CITIZENS BANK AND TRUST V. TRAVIS COUNTY AUDITOR, (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

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

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

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Susan Spataro, Travis County Auditor's Office, 854-9125
Dan Mansour, Risk Management, 854-9499

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

08 DEC -8 AM 9:24
COUNTY ATTORNEY

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.

33 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 16, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty *SAC* Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

C. Approved by: _____
Signature of Commissioner or Judge

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

Joe Gieselman, Executive Mgr., TNR, 854-9383

III. Required Authorizations: Please check if applicable.

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

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

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

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED
COUNTY CLERK'S OFFICE
08 DEC -8 AM 10:17

34 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

VOTING SESSION 12/16/08
(DATE)

RECEIVED
WORKING SESSION 12/16/08
(DATE)
08 DEC - 8 PM 2:03

I. A. REQUEST MADE BY: COUNTY ATTORNEY EAC PHONE # 854-9513

SIGNATURE OF ELECTED OFFICIAL/APPOINTED OFFICIAL/EXECUTIVE MANAGER/COUNTY ATTORNEY

EAC

B. REQUESTED TEXT:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN; IN RELIABLE CONSULTANTS, INC. D/B/A DREAMER'S AND LE ROUGE BOUTIQUE V. RONNIE EARLE, NO. A-04-CA-086-LY (REQUESTED BY COUNTY ATTORNEY) (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T. CODE ANN SECTION 551.071 (1)(A) AND 551.071 (1)(B))

C. APPROVED BY: _____
SIGNATURE OF COMMISSIONER(S) OR COUNTY JUDGE

II. A. BACKUP MEMORANDUM AND EXHIBITS SHOULD BE ATTACHED AND SUBMITTED WITH THIS AGENDA REQUEST (ORIGINAL AND EIGHT COPIES FOR AGENDA REQUEST AND BACKUP).

B. PLEASE LIST ALL OF THE AGENCIES OR OFFICIALS NAMES AND TELEPHONE NUMBERS THAT MIGHT BE AFFECTED OR BE INVOLVED WITH THE REQUEST. SEND A COPY OF THIS AGENDA REQUEST AND BACKUP TO THEM.

DAN MANSOUR, RISK MANAGEMENT, 854-9499
RONNIE EARLE, DISTRICT ATTORNEY, 854-9400

III. REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

PLANNING AND BUDGET OFFICE (854-9106)

ADDITIONAL FUNDING FOR ANY DEPARTMENT OR FOR ANY PURPOSE
TRANSFER OF EXISTING FUNDS WITHIN OR BETWEEN ANY LINE ITEM BUDGET
GRANT

HUMAN RESOURCES DEPARTMENT (854-9165)

A CHANGE IN YOUR DEPARTMENT'S PERSONNEL (RECLASSIFICATIONS, ETC.)

PURCHASING OFFICE

BID, PURCHASE CONTRACT, REQUEST FOR PROPOSAL, PROCUREMENT

COUNTY ATTORNEY'S OFFICE (854-9513)

CONTRACT, AGREEMENT, POLICY & PROCEDURE

AGENDA REQUEST DEADLINE: THIS AGENDA REQUEST COMPLETE WITH BACKUP MEMORANDUM AND EXHIBITS SHOULD BE SUBMITTED TO THE COUNTY JUDGE'S OFFICE NO LATER THAN 12:00 PM ON TUESDAY FOR THE FOLLOWING WEEK'S MEETING. LATE OR INCOMPLETE REQUESTS MAY BE DEFERRED TO THE NEXT SUBSEQUENT MEETING.

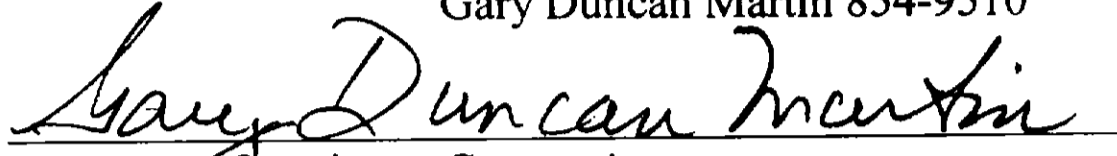
35 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 12/16/2008

Working Session: 12/16/2008

A. **Request made by:** County Attorney
Gary Duncan Martin 854-9510


Signature of Assistant County Attorney

B. **Requested Text:** Consultation with attorney regarding an Agreement between Hartford Casualty Insurance Company and Travis County, Texas concerning the Fiscal Surety Bond dated August 27, 2004 for construction of street and drainage improvements in Cardinal Hills Estates Unit 15 (also known as Maravilla Subdivision) and take appropriate action. (Executive session pursuant to: TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

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

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request. Send a copy of this Agenda Request and backup to them:

Joe Gieselman
Anna Bowlin
Stacey Scheffel
John Hille
Kevin Morse

08 DEC -8 PM 1-28
COUNTY CLERK

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.

**AGREEMENT BETWEEN
HARTFORD CASUALTY INSURANCE COMPANY
AND
TRAVIS COUNTY, TEXAS**

This Agreement is dated December 16, 2008, between Hartford Casualty Insurance Company (hereinafter "Surety"), and Travis County, Texas (hereinafter "Beneficiary").

I.

RECITALS

A. In 2004, Primera Homes, Ltd. (hereinafter "Principal") obtained the necessary permits to begin work on subdivision project known as Maravilla Subdivision (a/k/a Cardinal Hills Estates Unit 15) (hereinafter the "Improvements").

B. As required by the Beneficiary, Surety issued a Fiscal Surety Bond numbered 46BCSCW3234 and dated August 27, 2004 in the sum of \$707,884.00 (hereinafter the "Bond") naming Primera Homes, Ltd. as Principal and Travis County as Beneficiary. The Bond was issued for the construction and completion of the street and drainage improvements in the Cardinal Hills Estates Unit 15 subdivision to current Travis County Standards for the Construction of Streets and Drainage in Subdivision (the "Standards"). See the Fiscal Surety Bond attached as Exhibit A which is incorporated herein.

C. The Principal filed for Chapter 11 bankruptcy on June 21, 2007 and such bankruptcy was converted to a Chapter 7 liquidation proceeding on October 1, 2007. The Beneficiary has called upon Surety to complete the Improvements pursuant to the terms of the Bond.

D. The Principal's duties to provide for the construction and completion of the street and drainage Improvements remaining to be done are described and detailed in the attached Exhibit B which is incorporated herein.

E. Surety has agreed to procure the construction and completion of the street and drainage Improvements subject to the terms and conditions of this Agreement as those Improvements are described in Exhibit B [also known as the "punch list" dated March 7, 2007 as prepared by Dennis Case for "Items Requiring Completion"].

F. Surety has procured Chasco Constructors to accomplish the Improvements described above as described in Exhibit C dated October 7, 2008 [Proposal No. 8212 from Chuck Glace, V. P. of Chasco Constructors]. An additional page to such exhibit contains the names of property owners and addresses of properties that will have driveways involved in culvert replacement.

NOW, THEREFORE, based on the exchange of valuable consideration, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, Surety and Beneficiary agree to the following terms and conditions:

II.

TERMS AND CONDITIONS

1. Recitals. The above recitals are adopted and made a part of this Agreement.
2. Surety to Procure Completion of Improvements. Surety will provide for the construction and completion of the street and drainage Improvements detailed in the attached Exhibits B and C which are incorporated herein by engaging one or more Completing Contractors (hereinafter "Completing Contractor").
3. Duty to Cooperate. The Beneficiary has a duty to cooperate with the Surety to facilitate the completion of the Improvements, including but not limited to, providing the Surety with all plans and specifications available to Beneficiary, or input as the needs arise. Beneficiary will provide timely processing of permits as necessary. Surety agrees to cooperate with Beneficiary to provide notice and information to the residents of the properties on which construction activities will be done, and to participate in meetings with residents to describe the work and schedules for such work. Beneficiary's project manager is Anna Bowlin.
4. Schedule for Completion of Improvements. Surety will begin performance no later than January, 2009 and will make every effort to complete the Remaining Work by July 2009.

If Chasco's work does not include revegetation, Surety will be responsible for engaging other completion contractors for revegetation of the areas disturbed by construction.

5. Bonded Sum. In no event can the Surety's obligation or loss exceed the calculated sum of the Bond. If, out of its own funds, the Surety either expends, or is committed to expend, the full amount of the Bonded Sum for work completed on the Improvements then the Surety shall have no further obligation of any description to Beneficiary arising out of, or in connection with, the Bond, and Surety's completion of the work, at the Surety's option, will cease.
6. Completing Contractors. Surety is acting solely as a Surety and not a Contractor. Surety shall have the sole discretion to choose the Completing Contractor or Contractors.

Each Completing Contractor shall be a Contractor to Surety and no contractual relationship pursuant to this Agreement shall exist between Beneficiary and any Completing Contractor. Surety reserves the right to terminate its contract with a Completing Contractor at any time.

7. Mutual Reservation of Rights. This Agreement is solely for the benefit of the Beneficiary and the Surety. The Beneficiary and the Surety do not intend by any provision of this Agreement to create any rights in or increase the rights of any third party beneficiaries, nor

to confer any benefit upon or enforceable rights under this Agreement or otherwise upon any one other than the Beneficiary and the Surety.

The Surety and the Beneficiary mutually reserve all rights, claims, causes of actions, demands and defenses, known or unknown, now existing or accruing hereafter that they have or may have against each other. It is not the intention of the Surety in entering into this Takeover Agreement to waive, prejudice, amend, alter, revise, release or in any way adversely affect any claim, cause of action or defense, known or unknown, that it, as Surety, or the Principal, might have against the Beneficiary or any other person, party or entity. Furthermore, it is not the intention of the Beneficiary in entering into this Takeover Agreement to waive, prejudice, amend, alter, revise, release or in any way adversely affect any claim, cause of action or defense, known or unknown, that it might have against the Surety or Principal or any other person, party or entity.

8. Claims Preserved. All claims, rights, causes of action (claims) of or against the principal arising prior to the execution of this Agreement are preserved. Surety shall have the right to pursue these claims in its own name or in the name of the principal. The parties do not intend for this Agreement to be a settlement of claims or an accord and satisfaction.

9. Notices. All notices and correspondence to Beneficiary shall be sent by first class U.S. mail, postage prepaid, with a copy by telecopier or by certified U.S. mail, return receipt requested, to:

DAVID A. ESCAMILLA
TRAVIS COUNTY ATTORNEY
Attn: Gary Duncan Martin
Assistant Travis County Attorney
314 W. 11th Street
Granger Bldg., Suite 420
Austin, Texas 78701

All notices and correspondence to Surety shall be sent by first class U.S. mail, postage prepaid with a copy by telecopier or by certified U.S. mail, return receipt requested to:

Rick Levesque
The Hartford
7901 Skansie Avenue
Suite 140
Gig Harbor, WA 98335

Mr. Keith Roberts
Roberts, Taylor & Sensabaugh
4001 Gateway, Ste. 100
Colleyville, Texas 76034

10. No Modification except in Writing. This Agreement cannot be modified except in a writing signed by all Parties. NO OFFICIAL, REPRESENTATIVE, AGENT, OR

EMPLOYEE OF TRAVIS COUNTY, TEXAS HAS ANY AUTHORITY TO MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

11. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed an original with all counterparts constituting but one and the same instrument. The execution of this Agreement by any parties hereto will not become effective until counterparts hereof have been executed by all parties. The parties executing this Agreement hereby represent and warrant that they are properly authorized to bind the respective party.

12. Construction. The Beneficiary and Surety have been represented by counsel who have materially participated in the authorship of this Agreement, it being understood that the rule of construction that a written agreement is construed against the party drafting or preparing such agreement shall specifically be applicable to the interpretation of this Agreement.

13. When mediation is acceptable to both parties in resolving a dispute arising under this contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE §154.073, unless both parties agree, in writing, to waive the confidentiality.

WHEREFORE, Surety and Beneficiary have executed this Agreement by their authorized representatives.

DATED: _____

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

DATED: _____

HARTFORD CASUALTY INSURANCE
COMPANY

By: _____
Richard Levesque

Its _____ and lawfully
Authorized representative

EXHIBIT A

Bond No. 46BCSCW3234

82.1007. EXHIBIT 82.401 (A)

(a) Fiscal Security Bond

BOND NO 46BCSCW3234

PRINCIPAL: Pnmera Homes, Ltd

SURETY Hartford Casualty Insurance Company

BENEFICIARY: Travis County, Texas

SUBDIVISION: Cardinal Hills Estates Unit ¹⁵~~25~~

SUM: \$707,884.00

DATE August 27, 2004

EXPIRATION DATE Three Years from Date of Bond

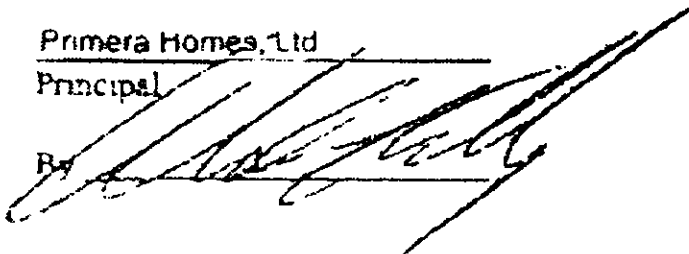
The PRINCIPAL and SURETY a Corporation authorized to write bonds in the State of Texas, are jointly and severally held and bound unto BENEFICIARY in the above stated sum in U.S. currency, and amount fixed by the BENEFICIARY pursuant to Chapter 232 of the Texas Local Government Code

This Bond is conditioned on the performance of the duties of the PRINCIPAL (Principal) prior to the Expiration Date to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") so that the Improvements are performing to the standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end for the one-year public Improvement construction performance period, which commences upon the acceptance

Partial reductions in the Sum of this Bond may be allowed. Multiple recoveries less than the total amount of the Bond are allowed. Upon the acceptance of the Improvements the Bond will be reduced to ten percent of the cost of the public Improvements. HOWEVER, in no event may the total of all recoveries exceed the sum of this bond. If this Bond is unenforceable as a statutory Bond, the PRINCIPAL and SURETY shall be bound by this contract as a common law obligation.

In lieu of drawing on the BOND, **BENEFICIARY**, in its sole discretion, may accept a Substitute Bond in the then current amount of the estimated cost of constructing the improvements in the SUBDIVISION

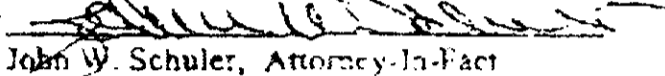
Primera Homes, Ltd
Principal

By: 

12105 Bell Avenue
Mailing Address

Austin, Texas 78746
City, State & Zip Code

Hartford Casualty Insurance Company
Surety

By: 
John W. Schuler, Attorney-In-Fact

P.O. Box 927
Mailing Address

Dallas, Texas 75221
City, State & Zip Code

*A certified copy of the Bylaws of the Surety or a Power of Attorney evidencing the authority of the representative to sign this Bond obligation must be provided to the County

EXHIBIT B "PUNCH LIST"

TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES REPORT OF SUBDIVISION INSPECTION

PROJECT: Cardinal Hills Estates Unit 15
OWNER: Primera Homes

DATE: March 7, 2007

CONTRACTOR

PERSONNEL PRESENT: Dennis Case

ITEMS REQUIRING COMPLETION:

A. Lawrence Dr.:

1. Remove and replace broken/cracked ribbon curbs.
2. Re-establish shoulder slopes.
3. Remove non-essential ESC.
4. Remove bumper curbs from driveway approaches.
5. Construct guy wire support at #2911

B. Kevin Ln:

1. Seal Pavement cracks.
2. Remove and replace broken/cracked ribbon curbs.
3. Re-establish shoulder slopes. Backfill as necessary.
4. Remove non-essential ESC.
5. Remove bumper curbs from driveway approaches.
6. Re-establish ditch lines to conform with approved plan and profile. Revegetate (sic) upon adjustment completion.
7. Verify driveway culvert sizing as per plan description.

replace as needed.

8. Correct eroded areas at driveways.
9. Correct ditch ponding at #15004.
10. Remove cable from #15212 driveway culvert.
11. Remove Culvert "D" lift hole plugs and fill with sealant.

C. Noack Dr.:

1. Remove and replace broken/cracked ribbon curbs.
2. Re-establish shoulder slopes. Backfill as necessary.
3. Remove non-essential ESC.
4. Remove bumper curbs from driveway approaches.
5. Re-establish ditch lines to conform with approved plan and profile. Revegetate (sic) upon adjustment completion.
6. Verify driveway culvert sizing as per plan description. Replace as needed.
7. Restore SFR site ESC as needed.
8. Remove culvert opening obstructions (rocks, silt) to provide for positive flow.

D. Lariat Tr.:

1. Seal pavement cracks.
2. Say cut/HMAC repair damaged/gouged areas.
3. Re-attach "Dead End: sign to post.
4. Clean and restore outfall [Detention Pond] rock berms.

5. Remove and replace broken/cracked ribbon curbs.
6. Re-establish shoulder slopes. Backfill as necessary.
7. Remove non-essential ESC.
8. Restore SFR site ESC as needed.
9. Remove bumper curbs from driveway approaches.
10. Re-establish ditch lines to conform with approved plan and profile. Revegetate (sic) upon adjustment completion.
11. Verify driveway culvert sizing as per plan description.
Replace as needed.
12. Reconstruct all non-conforming 3:1 driveway SET's.
13. Remove non-standard driveway culverts opposite #15214 south side of street).
14. Replace missing street sign at Lawrence intersection.

E. Pamella Ct.: (C/G)

1. Remove and replace broken/cracked curb and gutter.
2. Restore inlet ESC.
3. Repair broken inlet top at #3001; Remove and replace broken curb/gutter transition.
4. Grout seal inlet top lift holes.
5. Remove and replace broken inlet transitions at #3000 & #3002.
6. Remove SFR construction spoil and trash container from

ROW at #2901.

F. Katter Ct.:

1. Remove SFR construction spoil and port-o-can from ROW.
2. Restore inlet ESC.
3. Reconstruct #2903 driveway approach curb and gutter to provide positive flow.

G. General Williamson:

1. Re-establish ditch lines and slopes to support existing and future driveway tie-ins.
2. Grout/finish cross RCP outfall at Lawrence intersection.
3. Repair damaged area inlet top at west side Lawrence intersection.
4. Install warning object markers at area inlet.

H. 2 Year Detention Pond:

1. Complete interior pond infrastructure: dry rock rip-raps.
2. Install cedar pond perimeter fence.
3. Remove silt as SS Line 1 outfall to expose energy dissipaters.
4. Correct erosion at mortared rock rip-rap and berm walls.
5. Install 12' W access gate.

I. General Items:

1. ***Contact to schedule on-site opening of all storm sewer collection and transfer access openings for inspection of interiors.**
2. **Verify locations and dimensions of all rock berms for conformance with approved plans.**
3. **Complete mortared rock rip-rap within ditch sections as defined/described on approved plans.**

*** Attach chains and lockdown upon completion of inlet interior inspections.**

The following non-construction items must be furnished prior to final construction acceptance/approval:

1. **Public Street Subdivision Construction Approval Requirements.**
2. **All geotechnical reports for sub grade, base, HMAC and concrete.**
3. **All storm water related material submittals.**

EXHIBIT C

PROPOSAL NO.: 8212
DATE: 7-October-2008

Submitted to:

Name: Roberts, Taylor & Sensabaugh
Attn: G. Keith Roberts
Street: 4001 Gateway Dr. Suite 100
City: Colleyville
State: Texas 76034

Work to be Performed At:

Project: Cardinal Hills Unit 15
Address: Travis County
State: Texas
Architect: NA
Sheets: NA

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the punch list at Cardinal Hills Estates Unit 15. The punch list was generated by Dennis Case of the Travis County inspection department and is dated March 7, 2007.

The Culverts to be replaced are as listed in the sheet provided to Chasco from Keith Roberts.

The following lots will have driveway/culverts replaced. Lot # 19, 26, 28, 34, 38, 39, 41, 46, 47, 48, 65, 67, 68, and 74.

EXCLUSIONS: Bond, permits, utility relocation, revegetation (sic), testing, staining and scoring of new drives, removal of bumper curbs on existing driveways as listed in Travis county punch list, completion of mortared rock rip rap within ditch sections as described/defined on approved plans.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, unless noted otherwise, and completed in a substantial workmanlike manner for the sum of:

TOTAL: \$ 346,500.00 Three Hundred Forty Six Thousand Five Hundred Dollars and No/100

With payments to be made as follows: monthly

Respectfully submitted by CHASCO CONSTRUCTORS _____ Per _____
Chuck Glace
Vice President

~~NOTE: This Proposal may be withdrawn by us if not accepted within 10 days.~~

ACCEPTANCE OF PROPOSAL

~~The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.~~

Accepted _____ Signature _____

<u>Lot and Street Address¹</u>	<u>Owners with alternative addresses as shown:</u>
All addresses within list have mailing address: Austin TX 78734	
1. Lot 46: 15208 Kevin Lane	Harry Hayden Engwer and Maureen Engwer *
2. Lot 47: 15210 Kevin Lane	Phillip James Warner *
3. Lot 38: 15102 Kevin Lane	Stefan Whitwell, 3822 South Congress Ave., Austin TX 78704-7240
4. Lot 48: 15212 Kevin Lane	Eric W. Loving *
5. Lot 39: 15104 Kevin Lane	Sandra Taylor and Wayne Cooper, 3901 Michael Neill Drive, Austin TX 78730-1502
6. Lot 41: 15108 Kevin Lane	Bradley Scott Naleway, P.O. Box 341896, Austin TX 78734 homestead is 15107 Lariat Trail, Austin TX 78734
7. Lot 74: 15102 Lariat Lane	US BANK, NA, 4801 Frederica St., P.O. Box 20005, Owensboro KY 42304 [Barlow's former residence]
8. Lot 68: 15200 Lariat Lane	Terry L. Williams, c/o Audy C Morgan III, 32 Pointe View Place, South San Francisco CA 94080-1672
9. Lot 28: 2901 Noack Drive	Steve Brewer *
10. Lot 26: 2905 Noack Drive	Bonnie Eugenia Thompson *
11. Lot 19: 15001 General Williamson Dr.	Michael K. Rowhanian *
12. Lot 34: 15000 Kevin Lane	Richard Ashley, 4917 Mirador Drive, Austin TX 78746 ²
13. Lot 65: 15208 Lariat Lane	Marcia A. Rohrer *
14. Lot 67: 15204 Lariat Lane	Adam and Edica Berry *

¹ * Homestead exemption, per TCAD

² Lot 34 shows no improvements, per TCAD; Lot 35 is 15002 Lariat Lane, also owned by Mr. Ashley

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Travis County Commissioners Court Agenda Request

Voting Session 12/16/08
(Date)

Working Session 12/16/08
(Date)

I. A. Request made by: **COUNTY ATTORNEY (LABADIE)** Phone # **854-9513**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND GIVE DIRECTION REGARDING SETTLEMENT OFFER FROM GRIMES COUNTY CONCERNING PAYMENT OF COURT COSTS ASSOCIATED WITH MENTAL HEALTH SERVICES PROCEEDINGS CONDUCTED IN TRAVIS COUNTY AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. 551.071(1)(A & 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.

Dana DeBeauvoir, County Clerk (854-9188)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

08 DEC -9 PM 1:05
RECEIVED

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

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, December 16, 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 December 2, 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 DECEMBER 2, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 2nd day of December 2008, the Commissioners' Court convened the Voting Session at 9:18 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 Three Commissioner Gerald Daugherty was 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 11:42 AM.

The Commissioners Court recessed the Voting Session at 11:44 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:40 PM and adjourned at 1:59 PM.

The Commissioners Court reconvened the Voting Session at 1:59 PM.

The Commissioners Court adjourned the Voting Session at 2:21 PM.

PUBLIC HEARINGS

- 1. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: AMENDED PLAT OF LOTS 1-3 AND LOT 2A, BLOCK A, MARSHALL'S POINT SUBDIVISION. (COMMISSIONER DAUGHERTY) (ACTION ITEM #18) (9:18 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 18 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 2. RECEIVE COMMENTS REGARDING THE PROGRAM YEAR 2007 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS RECEIVED FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (9:19 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Judge Biscoe and seconded by Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)

Motion by Judge Biscoe and seconded by Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Maurice Priest, Travis County Resident, Gus Peña, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:23 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C5 and Items 4, 6, 7, 8.A&B, 10, 11.A&B, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23.A&B, 24, 26, 29, 30, and 31. (9:43 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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF NOVEMBER 18, 2008.
- C3. APPROVE CORRECTED COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF SEPTEMBER 3, 2008.
- C4. APPROVE SETTING A PUBLIC HEARING ON DECEMBER 23, 2008 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 3.573 ACRE PORTION OF A RIGHT OF WAY ORIGINALLY DEDICATED FOR HEATHERWILDE BOULEVARD.
- C5. REAPPOINT ROBERT HENDEE, M.D. TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 2011. (JUDGE BISCOE)

RESOLUTIONS AND PROCLAMATIONS

- 3. PRESENT PROCLAMATION TO DISTRICT ATTORNEY RONNIE EARLE ON HIS RETIREMENT AFTER 32 YEARS OF SERVICE TO TRAVIS COUNTY. (9:22 AM) (9:51 AM)

Members of the Court heard from: Rosemary Lehmberg, District Attorney-Elect; and Ronnie Earle, District Attorney.

Discussion only. No formal action taken.

DECEMBER 2, 2008 VOTING SESSION

4. APPROVE RESOLUTION RECOGNIZING GLORIA GREINER FOR HER MANY YEARS OF SERVICE TO TRAVIS COUNTY. (9:43 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.

SPECIAL ITEMS

5. RECEIVE STATUS REPORT ON THE TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN AND RECOGNIZE TOP CONTRIBUTORS. (9:34 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Discussion only. No formal action taken.

Clerk's Note: The following Travis County employees were recognized for their generous contributions to the Combined Charities Campaign: Theresa Goff, Travis County Counseling and Education Services (TCCES); Kimberly Dillon, TCCES; Adele Coles, TCCES; Caryl Colburn, Director, TCCES; Michelle Kimbrough, Civil District Judge's Office; The Honorable Jan Breland, Judge, County Court at Law Number Six; David Escamilla, Travis County Attorney; John Lipscomb, County Attorney's Office; Kevin Morse, Assistant County Attorney; Dina White, District Attorney's Office; Paige Pritchett, District Attorney's Office; Lloyd Evans, Facilities Management; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Giovanni Mastromatteo, Information and Telecommunications Systems (ITS); Joe Harlow, Chief Technology Officer, ITS; Judy Pittsford, Project Manager, ITS; Pamela Van Pelt, ITS; Renata Clairidge, Domestic Relations Office (DRO); Jana Cotton, Probate; Captain Lisa Brown, Travis County Sheriff's Office (TCSO); Sergeant Melody Hardin, TCSO; Lieutenant Robin Osborn, TCSO; David Eakins, TCSO; Frank Lofton, TCSO; Phyllis Clair, TCSO; Steven Broberg, Director, Records Management and Communication Resources (RMCR); Theresa Calkins, TNR; Adele Noel, Air Quality Project Manager, TNR; and Carol Joseph, Assistant Director, TNR.

ADMINISTRATIVE OPERATIONS ITEMS

6. 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 \$398,204.17 FOR THE PERIOD OF NOVEMBER 14 TO NOVEMBER 20, 2008. (9:43 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:43 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.
 - A. CONSIDER AND TAKE APPROPRIATE ACTION ON THE WORKFORCE INVESTMENT SUMMARY WHICH HIGHLIGHTS FISCAL YEAR 2009 COMPENSATION AND BENEFITS DECISIONS OF THE COMMISSIONERS COURT; AND
 - B. APPROVE PRINTING AND DISTRIBUTION OF THE WORKFORCE INVESTMENT SUMMARY TO TRAVIS COUNTY EMPLOYEES AS A PAYROLL STUFFER ON DECEMBER 15, 2008. (9:43 AM)

Clerk's Note: Items 8.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 9. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ASSIGNMENT OF SPACE IN THE FIFTH FLOOR OF THE NED GRANGER BUILDING FOR THE INTERGOVERNMENTAL RELATIONS STAFF. (10:07 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; and Alicia Perez, Executive Manager, Administrative Operations.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez that such allocation be made.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

PURCHASING OFFICE ITEMS

- 10. APPROVE CONTRACT AWARD FOR SAFETY SUPPLIES, IFB NO. B080265NB, TO THE QUALIFIED LOW RESPONSIVE BIDDER, AMERICAN SAFETY UTILITY CORPORATION. (TRANSPORTATION AND NATURAL RESOURCES) (9:43 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 11. APPROVE CONTRACT AWARDS FOR FLAT TIRE AND TUBE REPAIR AND REPLACEMENT, IFB NO. B090051RG, TO THE FOLLOWING LOW BIDDERS: (9:43 AM)
 - A. ACE ROADSIDE SERVICE - PRIMARY CONTRACTOR; AND
 - B. SOUTHERN TIRE MART - SECONDARY CONTRACTOR. (TRANSPORTATION AND NATURAL RESOURCES)

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.

DECEMBER 2, 2008 VOTING SESSION

PAGE 8

12. APPROVE ISSUANCE OF FOLLOWING JOB ORDER NOS. 28 AND 29, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FACILITIES MANAGEMENT) (9:43 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE CONTRACT AWARD FOR BLANKET JUDGES PROFESSIONAL LIABILITY INSURANCE, RFP NO. P0900400J, TO THE QUALIFIED RESPONDENT, HEBERT L. JAMISON AND COMPANY. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (9:43 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. APPROVE CONTRACT WITH ORION RESEARCH AND MANAGEMENT SERVICES FOR WILDLIFE MANAGEMENT SERVICES ON VARIOUS PARKS AND PRESERVE TRACTS OWNED OR MANAGED BY TRAVIS COUNTY. (TRANSPORTATION AND NATURAL RESOURCES) (9:43 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 MODIFICATION NO. 8 TO CONTRACT NO. PS010064JW, CHOOSING HOW I LIVE LIFE, FOR SUBSTANCE ABUSE TREATMENT AND COUNSELING SERVICES. (JUVENILE PROBATION & DISTRICT AND COUNTY CRIMINAL COURTS) (9:43 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE CONTRACT AWARD FOR GUARDRAIL AND BRIDGERAIL INSTALLATION, REMOVAL AND REPLACEMENT, IFB NO. B090046LD, TO THE LOW BIDDER H AND H FENCE. (TRANSPORTATION AND NATURAL RESOURCES) (9:43 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

DECEMBER 2, 2008 VOTING SESSION

17. APPROVE CONTRACT NO. PS090048ML FOR INMATE MEDICAL SERVICES WITH ROBERT SIMPKINS, MD. (SHERIFF'S OFFICE) (9:43 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: AMENDED PLAT OF LOTS 1-3 AND LOT 2A, BLOCK A, MARSHALL'S POINT SUBDIVISION. (COMMISSIONER DAUGHERTY) (9:43 AM)

Clerk's Note: Item 18 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING DONATION OF A CONSERVATION EASEMENT OVER THE EIGHT ACRE "WOODY HOLLOW PRESERVE" AS PART OF THE BALCONES CANYONLANDS PRESERVE. (9:43 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 82.401 (C)(4), STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS TO ALLOW THE ACCEPTANCE OF DEDICATION OF A PORTION OF THE STREET AND DRAINAGE FACILITIES IN BEE CREEK HILL, SECTION ONE, SPECIFICALLY A PORTION OF QUEEN BEE LANE. (COMMISSIONER DAUGHERTY) (9:43 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY HEALTHCARE DISTRICT BOARD MEMBERSHIP FOR THE FOLLOWING THREE MEMBERS: (2:00 PM)

A. CARL S. RICHIE JR. (JOINT CITY OF AUSTIN/TRAVIS COUNTY APPOINTEE);

B. DR. EDUARDO JOSE SANCHEZ; AND

C. FRANK RODRIGUEZ.

Clerk's Note: Items 21.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Stacy Wilson, Assistant County Attorney; Frank Rodriguez, Board Member, Travis County Healthcare District; and John Hille, Assistant County Attorney.

Clerk's Note: The Court discussed the reappointment of Mr. Frank Rodriguez to the Healthcare District Board.

Motion by Commissioner Gómez **and seconded by** Judge Biscoe to approve his appointment.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 21 CONTINUED

Clerk's Note: The Court discussed the process of appointing new members to the two vacancies on the Travis County Healthcare District Board:

- 1) Call for Nominations;
- 2) Applications to be sent to the Health and Human Services Department;
- 3) A Committee will shortlist the applicants;
- 4) Talk with the City of Austin regarding the joint appointment; and,
- 5) The Commissioners Court will further shortlist for interviews and selection.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we approve Sherri Fleming, Executive Manager, TCHHS&VS, another Executive Manager, and the County Judge who will, basically, get the posting done and we'll have applications submitted to HHS; and the committee of those three will shortlist, provide applicants to the Court in a list. I guess our goal would be to shortlist first down to 10 or 12, then get with the Court to shortlist down to 5 or 6 and interview those; and communicate with the City of Austin about this process, try to get them on board, and if there is a slightly different one for the joint appointment, bring that back to the Court for consideration.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:43 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:43 AM)
- A. GRANT CONTRACT WITH THE CITY OF AUSTIN, AUSTIN ENERGY FOR HEALTH AND HUMAN SERVICES TO CONTINUE THE CUSTOMER ASSISTANCE PROGRAM PLUS 1, WEATHERIZATION PROGRAM THAT PROVIDES UTILITY ASSISTANCE FOR TRAVIS COUNTY LOW-INCOME HOUSEHOLDS THAT ARE CUSTOMERS OF AUSTIN ENERGY; AND
 - B. GRANT CONTRACT WITH ATMOS ENERGY FOR KEEPING THE WARMTH PROGRAM THROUGH HEALTH AND HUMAN SERVICES TO PROVIDE CONSERVATION KITS AND OTHER ENERGY EFFICIENCY SUPPLIES AND INSTALLATIONS TO LOW-INCOME HOUSEHOLDS THAT ARE CUSTOMERS OF ATMOS ENERGY.

Clerk's Note: Items 23.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

24. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:43 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED MEMBERSHIP OF THE EVALUATION COMMITTEE FOR THE CENTRAL CAMPUS MASTER PLAN STUDY. (9:47 AM)

Clerk's Note: The Court discussed the proposed members of the evaluation committee:

- 1) Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO);
- 2) Roger El Khoury, Director, Facilities Management;
- 3) Leslie Stricklan, Project Manager, Facilities Management;
- 4) Joe Harlow, Chief Technology Officer, ITS; and
- 5) Christian Smith, Special Assistant to the Commissioners Court.

Cyd Grimes, Travis County Purchasing Agent, will work with the Committee.

Members of the Court heard from: Christian Smith, Special Assistant to the Commissioners Court.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 25.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

26. CONSIDER AND TAKE APPROPRIATE ACTION ON AUTHORIZATION TO CHANGE THE ANNUALLY DETERMINED CONTRIBUTION RATE PLAN SELECTIONS TO INCREASE BENEFITS OF RETIREES AND MAINTAIN COUNTY CONTRIBUTIONS UNDER TEXAS DISTRICT AND COUNTY RETIREMENT SYSTEM. (9:43 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 27. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY YOUTH SHOW TO MAKE EXCEPTION TO SECTION 14, FOOD AND BEVERAGE CATERING OF THE TRAVIS COUNTY EXPOSITION CENTER LICENSE AGREEMENT. (10:10 AM)

Members of the Court heard from: Jim Sylvester, Chief Deputy, TCSO; and Roger El Khoury, Director, Facilities Management.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 27.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 28. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT TO ENHANCE THE EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF AFRICAN-AMERICAN YOUTH. (9:18 AM)

Item 28 postponed until December 9, 2008.

- 29. RATIFY APPROVAL OF THE FISCAL YEAR 2008 ASSET FORFEITURE REPORT AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE AND THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERAL FORFEITURE PROCEEDS FOR THE TRAVIS COUNTY SHERIFF'S OFFICE, WHICH WAS DELIVERED TO THE COUNTY JUDGE ON NOVEMBER 26, 2008. (9:43 AM)

Clerk's Note: Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 30. AUTHORIZE THE PURCHASING AGENT OF TRAVIS COUNTY TO EXECUTE LICENSE AGREEMENTS FOR THE USE OF I-JURY CODE DEVELOPED BY TRAVIS COUNTY WITH OTHER COUNTIES ON BEHALF OF TRAVIS COUNTY WITHOUT FURTHER APPROVAL OF COMMISSIONERS COURT. (9:43 AM)

Clerk's Note: Item 30 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

31. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES TO TEXPOOL FOR THE TRAVIS COUNTY TAX ASSESSOR COLLECTOR'S OFFICE. (9:43 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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 551.076, Security

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.

32. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (10:17 AM) (10:18 AM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 32 postponed until December 9, 2008.

- 33. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST. ¹
(10:17 AM) (11:42 AM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we authorize an additional \$20,000.00 to cover costs for discovery, and that amount be taken from 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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 34. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE IMPOSITION OF ADMINISTRATIVE COSTS IN CERTAIN AUSTIN-TRAVIS COUNTY INTERLOCAL AGREEMENTS. ¹ (10:17 AM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 34 to be reposted on December 9, 2008.

DECEMBER 2, 2008 VOTING SESSION

- 35. RECEIVE BRIEFING FROM THE 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 DSSI CORPORATION FOR CONTROL PANEL UPGRADE AT TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDINGS 2 AND 3. ^{1 AND 3} (10:17 AM) (11:43 AM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.076, Security.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we approve the agreement that we have been given by Legal Counsel.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 36. 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} (10:17 AM) (11:43 AM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 36 was not discussed.

Item 36 to be reposted on December 9, 2008.

DECEMBER 2, 2008 VOTING SESSION**PAGE 18**

37. RECEIVE UPDATE FROM COUNTY ATTORNEY REGARDING THE EXISTING IMPROVED PROPERTY COMMERCIAL CONTRACT BETWEEN TRAVIS COUNTY AND BALCONES RESOURCES, INC. FOR THE SALE OF PROPERTY LOCATED ON JOHNNY MORRIS ROAD, IN PRECINCT ONE, AND TAKE APPROPRIATE ACTION. ^{1 AND 2} (10:17 AM) (11:43 AM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Davis **and seconded by** Judge Biscoe that we authorize the Travis County Attorney's Office to begin the process of litigation against Koch Pipeline Company, L.P., on the Travis County property on Johnny Morris Road.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (2:21 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 16, 2008

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

B. Specific Agenda Wording:

APPROVE RESOLUTION IN SUPPORT OF APPLICATION BY THE TRAVIS COUNTY HISTORICAL COMMISSION FOR A TEXAS HISTORICAL MARKER AT LIONS MUNICIPAL GOLF COURSE. (JUDGE BISCOE AND COMMISSIONER ECKHARDT)

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.

DRAFT

TRAVIS COUNTY MUNY HISTORIC RESOLUTION

RESOLUTION NO.

WHEREAS, the Texas Historical Commission, through its Official Texas Historical Marker program, works with county historical commissions and other interested parties, to place markers on sites that reveal aspects of local history that are important to a community or region; and,

WHEREAS, the Lions Municipal Golf Course (“Muny”) was, in the wake of Sweatt v. Painter, desegregated by the City of Austin in the spring of 1951 and was the first municipal course in the South to desegregate; and,

WHEREAS, African Americans prohibited from playing at Muny before it was desegregated have continued to use and enjoy Muny for almost 60 years since the course was integrated; and,

WHEREAS, the City’s decision to desegregate provided a public recreational setting allowing friendly interaction of the races that continues to endure to this day and is woven into the fabric of the community; and,

WHEREAS, the Travis County Historical Commission, at its December 3rd, 2008 meeting, voted to send the Texas Historical Marker Sponsorship Application for the Lions Municipal Golf Course to the Texas Historical Commission with a favorable recommendation; and,

WHEREAS, the historic marker application enjoys broad support from sponsors in both East and West Austin including: Save Muny, Ebenezer Baptist Church, First Evangelical Free Church, First Baptist Church of Austin, Mt. Olive Baptist Church, St. James Episcopal Church, Temple Beth Israel, Congregation Kol Halev, The Texas Civil Rights Project, Huston-Tillotson University, the Austin Black Lawyers Association, the First Unitarian Church of Austin, and the Austin Chapter of the NAACP;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF TRAVIS COUNTY:

That the Travis County Commissioners, on the basis of the early desegregation of the Lions Municipal Golf Course and the bonds of affection

Muny enjoys in this community, support and recommend the application to the Texas Historic Commission for a historical marker at Muny.

APPROVED: _____ 2008 ATTEST:

Travis County Clerk

Dana DeBeauvoir

From: "Bob Ozer" <bozer@grandecom.net>
To: "Sam Biscoe" <Sam.Biscoe@co.travis.tx.us>
CC: "Sarah Eckhardt" <Sarah.Eckhardt@co.travis.tx.us>, "peter Barbour" <pete...>
Date: 12/11/2008 8:54 PM
Subject: Re: Munny Resolution

Thanks Judge. I think we would prefer the 16th. If that can't be done we will go with the 23rd. Please confirm the date and let us know what time approximately it will be on the agenda if you can. Thanks again, Bob.

----- Original Message -----

From: "Sam Biscoe" <Sam.Biscoe@co.travis.tx.us>
To: "Bob Ozer" <bozer@grandecom.net>
Cc: "Sarah Eckhardt" <Sarah.Eckhardt@co.travis.tx.us>
Sent: Thursday, December 11, 2008 5:51 PM
Subject: Re: Munny Resolution

> Bob, I can put this on as an added item next Tuesday, December 16. Is
> that your preference? The alternative date is December 23.

>

>>>> "Bob Ozer" <bozer@grandecom.net> 12/10/2008 10:05 PM >>>

> Judge Biscoe:

>

> As I noted in the e-mail sent to the commissioners and copied to you, the
> Travis County Historical Commission has already sent the application for a
> marker to the Texas Historical Commission with a favorable recommendation
> and we have passed a preliminary review at the state level. I think based
> on discussions with their staff they will act on the application within a
> couple of months after the new year.

>

> I am attaching a copy of a draft resolution that you may wish to modify.
> We were hoping to get this on the agenda for the 16th but we may be too
> late. I will coordinate with Josie on that and get the timing from her as
> to when is the next session that we can get on the agenda.

>

> By the way, Barry Hutheson was very helpful in getting our application
> ready for the TCHC and Mary Arnold and I went to their meeting last week
> to meet and thank him.

>

> Thanks again for your help. Please do not hesitate to contact me if you
> should have any questions or if I can be of any further assistance.

>

> Sincerely

>

> Bob Ozer
> cell (best): 512-913-3953
> home: 512-477-1900

>

>

>

>

Josie Zavala - Muny Desegregation/ Marker Update

From: "Bob Ozer" <bozer@grandecom.net>
To: <ron.davis@co.travis.tx.us>, <gerald.daugherty@co.travis.tx.us>, <Sarah.Eckhardt@co.travis.tx.us>, <commissioner.gomez@co.travis.tx.us>
Date: 12/10/2008 10:08 PM
Subject: Muny Desegregation/ Marker Update
CC: <sam.Biscoe@co.travis.tx.us>, <josie.zavala@co.travis.tx.us>
Attachments: memoII (final) rev.doc; muny.Appendix.doc

Dear Commissioners:

Attached please find the narrative and documents (both previously supplied to Judge Biscoe) that we have submitted in support of our application for a historical marker at Muny. The Travis County Historical Commission has already forwarded the application to the Texas Historical Commission with a favorable recommendation. In addition, the application has passed a preliminary review at the Texas Historical Commission but we do not expect a final decision until at least a couple of months after the beginning of the year.

We will be coordinating with Judge Biscoe on a resolution in support of our application for a marker.

Thank you very much for your consideration. If you should have any questions or if I can be of any further assistance please do not hesitate to contact me.

Sincerely

Bob Ozer
cell (best):512-913-3953
home: 512-477-1900

In the Shadow of Sweatt v. Painter: The Desegregation of Muny

Historical Context: Muny, Jim Crow, and Sweatt v. Painter

In 1924 Lions Club members established an organization known as the Austin Municipal Golf and Amusement Association with the intent to establish the first municipal¹ golf course and clubhouse in Austin. A lease for a portion of the Brackenridge Tract in West Austin owned by the University of Texas was executed on May 31, 1924 between the Board of Regents and the Association. By the fall of 1924 the heavily wooded tract had been converted into an attractive nine-hole golf course. An additional nine holes was subsequently added before the clubhouse for the course was opened on January 16, 1930.² Though there have been many renovations to the course over the years, this marked the completion of the Lions Municipal Golf Course (“Muny”) in the basic form in which it exists today.

On December 17, 1936, the Association’s lease with UT was transferred to the City of Austin. The Association also deeded to the City a brick veneer clubhouse along with the furniture and fixtures including a piano, soda water equipment, beer dispenser (and merchandise), two room dwelling for the groundkeeper, lawn and fairway mowers, a mule shed, and two mules.³ The Association was dissolved on April 21, 1938 and since that time the golf course has been known by several names but often summarized with the nickname “Lions’ Muny”⁴ or, more succinctly: “Muny.”

Pursuant to the “almost uniform practice” throughout the South with public recreational facilities during the Jim Crow era,⁵ Muny was segregated from its inception. However, a photograph in a private collection clearly shows African American laborers working on clearing a fairway when the golf course was being built.⁶ It is not surprising that African American laborers helped build Muny since the golf course was located less than a mile from Clarksville, a historically black community that was built on plantation land given by Governor Elisha M. Pease to his emancipated slaves with the hope that they would remain near his mansion for further service.⁷ In the mid to late 1940s and early 1950s before it was integrated, General Marshall, now a retired African American educator but then a teenager, and Dr. William Bacon, a retired African American orthopedist living in Nashville who grew up with General Marshall, used to walk from their homes in Clarksville to caddie at Muny.⁸

Despite African Americans fighting and dying in Europe and the Pacific in World War II, the start of post-war period in America was still governed by Jim Crow and the doctrine of separate but equal blessed by the Supreme Court in *Plessy v. Ferguson*, 163 U.S. 537 (1896).⁹ In Austin, African Americans were relegated to playing golf in places like Rosewood Playground where there were complaints of golf balls hitting children as well as breaking windows and windshields.¹⁰

However, legal theories developed by Thurgood Marshall working with the NAACP in cases such as *Sweatt v. Painter*, 339 U.S. 629 (1950) helped to substantially erode the doctrine of separate but equal in the context of post graduate schools and higher education.¹¹ The *Sweatt* decision, which arose out of the University of Texas Law

School in Austin, ruled that separate law school facilities provided to Heman Sweatt at the University did not provide him an educational opportunity equal to that of white students at the Law School. Although not overruling *Plessy v. Ferguson*, the decision held Sweatt must be admitted to the University of Texas Law School.¹² Because the Sweatt case arose out of Austin it received extensive publicity in the local press when it was decided.¹³ Moreover, developments at the University in the aftermath of the Sweatt and McLaurin cases were also extensively reported.¹⁴

Narrative Overview: Dr. Givens, Emma Long and Mayor Glass, Two Black Youths and a "Little Clubhouse for the Blacks"

It is in the shadow of the Sweatt case that the early events leading up to the desegregation of Muni must be viewed. Initially, under pressure from African American leaders such as Dr. Everett Givens and Henry Pryor, Mayor Taylor Glass (1949-1951) anticipated building a separate nine-hole golf course for African Americans in East Austin.¹⁵

However, Councilmember Emma Long thought it was not cost effective to build a separate course for African American golfers when the city had other pressing demands on its budget. Instead she suggested in council session on April 5, 1951, that African American golfers play on the courses the city already had.¹⁶ Although her public reasoning was in economic terms, the implicit subtext was clear: If Heman Sweatt can go to law school with white students, why can't blacks play on the same golf course as whites?

It appears that about the same time that Emma Long was making her suggestions in council session and shortly before the end of Mayor Glass's term in late April of 1951,¹⁷

an incident occurred that resulted in Muny's desegregation. This incident involved two black youths reportedly playing golf at Muny. The Mayor, after rushing to City Hall, consulted with two other council members, Mayor Pro Tem Bill Drake and Will Johnson. These council members then determined to let the two black youths continue their play at Muny.¹⁸ The course was integrated at that time and, according to interviews with former African American caddies, blacks could play freely thereafter at Muny.¹⁹ In fact, shortly after it was integrated, Joe Louis, the former heavyweight champion (1937-49), came through Austin and played the course.²⁰

A reasonable conclusion to be drawn from this history is that, particularly in the context of Sweatt v. Painter, the white male council establishment followed Emma Long's reasoning and determined that it just wasn't economically pragmatic to construct a new golf course for the few African American golfers in the city. In short, the path of least resistance was to let blacks play at Muny.²¹

Despite the integration of the course, a separate lounge or club house meant to provide separate showers was constructed for black golfers at Muny around June of 1951. That structure no longer stands but council records, bids, and newspaper articles allow us to pin down the approximate date of its construction and thereby provide further evidence for the date of the desegregation of the course itself.²² The existence of "this little clubhouse 20 x 18, cement blocks, for the blacks" is also established by interviews with Emma Long and by City Council minutes.²³ A photograph of the little clubhouse is attached to this application.²⁴

The relatively quiet manner in which Muny was desegregated without publicized council action is not unusual according to an official at the Texas Historical Commission²⁵ and reflected the desire of Austin's public officials to avoid a backlash in the white community.²⁶ In addition, it is apparent that since the Mayor was close to the end of his term he would pay little political price for what was obviously a controversial decision.²⁷ However, it should be noted that the desegregation of public libraries (1951) and the fire department (1952) in Austin were also early and well before the Supreme Court decided *Brown v. Board of Education*, 347 U.S. 483 (1954). This persistent pattern of desegregation of public facilities in the early 1950s illustrates a city in the South of the old confederacy with an unusually progressive attitude on issues of race. And the legal framework for this progressive attitude was *Sweatt v. Painter*.

Historical Significance: Muny was the First Public Golf Course in the Southern States of the Old Confederacy to Desegregate

The determination to desegregate Muny was made while other jurisdictions in the South were resisting integration and the dates of decisions in court cases in Miami, Houston, Beaumont, Atlanta and Nashville all show that Austin was earlier than these jurisdictions in desegregating its golf course and unusual in not fighting integration in court. No case illustrates this better than litigation which arose in Miami in the early 1950s in the aftermath of *Sweatt* and *McLaurin*.

In the *Rice v. Arnold* case finally decided in 1952, the Florida Supreme Court affirmed a lower court decision where a separate but equal rationale was applied to allot blacks to a golf course in Miami only one day a week.²⁸ The U.S. Supreme Court vacated and

remanded to the Florida Supreme Court for reconsideration in light of the Sweatt and McLaurin cases. On remand, the Florida Supreme Court affirmed its previous judgment by distinguishing golf courses from institutions of higher education and refusing to apply the Sweatt and McLaurin cases in the context of a public golf course. The Supreme Court did not disturb this result. Hence, both Florida's highest court and the United States Supreme Court were unwilling as a matter of law to integrate a public golf course in Florida at almost the same time that the Austin City Council integrated Muny voluntarily as a matter of policy shortly after the Sweatt case was decided.

A result similar to the Rice case (though not discussing the Sweatt case) was reached in a lower court decision arising out of Nashville at about the same time in 1952.²⁹

Change was to set in only after Brown was decided in 1954 as exemplified by cases arising from Houston, Beaumont, and Atlanta.

In *Beal v. Holcombe*, the Mayor of the City of Houston appealed to the Supreme Court in a case that allowed African American access to municipal golf facilities, although "preserving segregation."³⁰ The case was pending before the Supreme Court for almost two years from June 5, 1952, until certiorari was denied on May 24, 1954, little more than a week after the decision in *Brown*.³¹ Shortly after the denial of certiorari, the City of Houston integrated its three municipal golf courses because its city attorney believed that as "a practical matter" Houston's segregated facilities would not survive further judicial scrutiny.³²

More than a year later, the Tyrell Park municipal golf course in Beaumont was desegregated in September of 1955 pursuant to litigation brought in federal court earlier in the summer.³³

Atlanta continued the fight even longer until November 7, 1955, when the issue of integrating golf courses was finally put squarely to rest by the Supreme Court in *Holmes v. City of Atlanta*.³⁴

It is important to note that even after Supreme Court decisions in the *Brown* and *Holmes* cases, court decisions indicate active resistance to integration across the South by transferring or leasing public facilities to private golf clubs or by allowing play on public courses only if a member of a private association that excluded African Americans.³⁵ In addition, research obtained through an interview with Travis County Commissioners' Court Judge Sam Biscoe, who was a caddie in Tyler, Texas in the late 1950s and early 1960s, indicates that blacks were not allowed to play even at that late date in that region of the state.³⁶

Given this historical background of white resistance to desegregation of municipal recreational facilities throughout the 1950s and 1960s, two conclusions seem inescapable.

First, the desegregation of Muny is without question the first instance in the Southern states of the old confederacy when a municipal golf course was integrated.³⁷ This conclusion has been confirmed by Professor Marvin Dawkins, the leading academic authority on African American golf during the Jim Crow era who noted that "the evidence which has now been assembled substantiates the contention that Muny was the

first municipal golf course in the South to formally desegregate” thereby displacing other courses formerly thought to have held that distinction.³⁸

Second, the actions of the Austin City Council in early 1951 seem all the more remarkable given both the reluctance of the United States Supreme Court to apply the Sweatt and McLaurin cases to golf courses in the Rice case and the stiff resistance to the integration of municipal golf courses in other jurisdictions. In the shadow of Sweatt v. Painter Austin's public officials got it right: Given all the options, it was easier to just let black and white golfers play the game at Muny. And, though couched in economic terms, the City's decision represented a long stride toward racial equality in Austin and the South by providing from an early date a public recreational setting allowing friendly interaction of the races that to this day continues to endure and is woven into the fabric of the community.³⁹

DOCUMENTATION

¹ A private golf club, the Austin Country Club, had been founded in 1899.

² Austin American, January 16, 1930, “Clubhouse and Golf Course Result of Prolonged Effort,” (Document 1); Austin American, January 4, 1930, “Lion Golfers to Hold Meet Sunday,” (Document 2).

³ Ford, Alan W., Austin Lions Municipal Golf Course Historical Notes (Austin Downtown Lions Club June 2008).

⁴ Id. at 2.

⁵ McKay, Robert, “Segregation and Public Recreation,” 40 Virginia Law Review 697, 700 (1954); Kirsch, George B., “Municipal Golf and Civil Rights in the United States, 1910-1965,” 92 Journal of African American History 371 at 373-74, 379 (2007).

⁶ The photograph (Document 3) is in the private collection of Tinsley Penick, the son of the legendary golf instructor Harvey Penick. Tom Penick, Harvey's older brother, was the head pro at Muny from 1928-61 and may have either designed or had a role in designing the course. [Golf Texas: Lions Municipal Golf Course - Texas Golf Courses Dallas Fort Worth San Antonio Austin Golf Travel Golf Vacation Packages Golf Resorts](#)

⁷ [Handbook of Texas Online - CLARKSVILLE, TX](#)

⁸ General Marshall, Interview (Taped) with Robert Ozer and Ken Tiemann, November 22, 2008 (to be filed and transcribed at the Austin History Center); Dr. William Bacon, Telephone Interview with Robert Ozer, November 22, 2008. General Marshall noted he was paid 85 cents for eighteen holes or 50 cents for nine holes. He also had to pay 5 cents at the clubhouse to cover any medical costs if he was injured while caddying. He could carry two bags and get double the fee and frequently received tips.

⁹ *Law v. Mayor and City Council of Baltimore*, 78 F. Supp. 346 (District Ct. Maryland, 1948) was the leading post war case applying this well established doctrine to a golf course.

¹⁰ Austin City Council Minutes, September 7, 1950 (Document 4). Austin City Council Minutes are on file at the Austin History Center.

¹¹ See: Kluger, Richard, *Simple Justice* (Knopf, 1975) at 256-284; Patterson, James, *Brown v. Board of Education* (Oxford, 2001) at 16-19.

¹² See also: *McLaurin v. Oklahoma State Regents*, 339 U.S. 637 (1950) (admitting black student to graduate school on a "segregated basis" deprived him of equal protection).

¹³ Austin American, June 6, 1950, "Sweatt UT Plea Upheld," at 1 (Document 5).

¹⁴ Austin Statesman, June 7, 1950, "Two Negroes Enter UT," at 1 (Document 6); Austin American, June 7, 1950, "UT Approves 3 Negroes for Immediate Entrance," at 1 (Document 7); See also: Duren, Almetris Marsh (in association with Louise Iscoe), *Overcoming: A History of Black Integration at the University of Texas at Austin* (UT Press 1979).

¹⁵ Austin City Council Minutes, September 7, 1950 (Document 4) and January 25, 1951 (Document 8).

¹⁶ Austin City Council Minutes, April 5, 1951 (Document No. 9); see also: Emma Long, Interview with Joe O'Neal, June 10, 1974, at 11 (Document No. 10). Long Interview with Anthony Orum, June 3, 1981, at 7-8 (Document No.11) and Long Interview with Anthony Orum, dated April 13, 1982 at page 72 (Document 12). Long transcribed interviews are on file at the Austin History Center. See also: Long Interview (Taped) with Ken Tiemann, Peter Barbour, General Marshall and Robert Ozer, July 17, 2008 (to be filed and transcribed at the Austin History Center).

¹⁷ Austin City Council Minutes, April 26, 1951 (Document No. 13; last City Council meeting of Mayor Glass); Austin City Council Minutes, May 3, 1951 (Document No. 14; first City Council Meeting of Mayor Drake).

¹⁸ Mayor Taylor Glass, Interview with Joe O'Neal, May 23, 1974, at pages 9-10 (Document No. 15; on file at Austin History Center). It is important to note that Emma Long's recollection in the interviews noted in fn. 15 supra was that the desegregation took place during the term of Mayor Tom Miller (1933-49 and 1955-61). This is so even though she dated the desegregation squarely in Mayor Glass's term in 1950 or 1951 in the June 3, 1981 interview with Anthony Orum. Orum, relying on his interview with Long, did not catch the mistake, referring in his book to the desegregation events taking place during Mayor Miller's term when in fact they occurred during Mayor Glass's term. Orum, Anthony, *Power, Money, and the People: The Making of Modern Austin* (Texas Monthly Press 1987) at 213.

¹⁹ Marshall Interview with Ozer and Tiemann, November 22, 2008. There is confusion about whether there were restrictions on tee times for blacks after the desegregation. According to an article appearing in the Austin American Statesman, Doc Curry, a local African American golfer (now deceased), was quoted as saying black golfers teed off between 6:30 and 7 in the morning. Austin American Statesman, February 24, 2000, "Remembering An Era When City Golf Facilities Weren't Open To All." However, General Marshall has no personal recollection of any restrictions on time and indicated in his interview that if there were any they didn't last long and that they possibly were restrictions on tee times only, not access to the course. His recollection was that African Americans had access to the course every day without restriction. Marshall e-mail to Tiemann, August 24, 2008 (Document No. 16); See also: Austin American Statesman, October 26, 2008, "Muny's Past Might Yield New Future, Backers Say," at A1. This is corroborated by Dr. William Bacon who also grew up caddying at Muny. He recalls that there were no restrictions on play after the course was integrated and African American golfers from Dallas and Houston often played on Sunday afternoon, not early in the morning. He also notes that Doc Curry, who was a professor, didn't come to Austin until 1952 or 1953 and wasn't in Austin when the course was integrated. Bacon Telephone Interview with Ozer, November 22, 2008. Given that the February 2000 article appears to be wrong, it should be noted that another newspaper article mistakenly dated the desegregation of Muny in 1959 rather than the correct date of spring 1951 as demonstrated herein. Austin American Statesman, February 26, 1995, "Playing Through," at E9.

²⁰ Bacon Telephone Interview with Ozer, November 22, 2008. Joe Louis became something of a "black golf ambassador" attracting black celebrities to the game, increasing its visibility among blacks, and fighting racially exclusionary practices by the white golf establishment. Dawkins, Marvin and Kinloch, Graham, *African American Golfers During the Jim Crow Era*, (Praeger 2000), Chapter 5 at 65-84; See also: Kennedy, John H., *A Course of their Own: A History of African American Golfers* (Bison 2005) at 65-81.

²¹ See: Orum, *Power, Money, and the People* at 213; Humphrey, David, *Austin: An Illustrated History*, (Windsor Publications 1985), at 215; Glass Interview with Joe O'Neal, May 23, 1974, at 9-10.

²² Austin City Council Resolution signed by Mayor Drake and dated June 8, 1951 (Document No. 17; supporting bid for construction of a lounge at the Municipal Golf Course by Frank Rundell); *American-Statesman*, June 10, 1951, at A-13 (Document 18); *American-Statesman*, June 10, 1951, "Rundell Low Bidder for 3 Shelters," at A-13 (Document 19; referencing a "Negro lounge at the Municipal golf course"); *American-Statesman*, June 10, 1951, "Contracts Due on Three Jobs," at A-13 (Document 20; referencing for a second time on the same page the Rundell contract for a "Negro lounge at the Municipal golf course"); Austin City Council Minutes, June 14, 1951 (Document 21; City Council accepts Rundell's bid and authorizes city manager to execute contract with Rundell for a "lounge at the Municipal Golf Course").

²³ Long Interview with Joe O'Neal, June 10, 1974, at 11 (Document No. 10: "They built this little clubhouse 20 X 18, cement blocks, for the blacks to use for changing clothes; for the black people who played at the Municipal golf course. I don't know how long they used that, but they were going to have a lounge and dressing rooms. And I guess it was built. I think we took contracts for it, and I guess I went along with it because I certainly thought that after all they needed a place to dress and I guess they'd be too timid to dress in the clubhouse."); Long Interview with Anthony Orum, June 3, 1981, at 7-8 (Document No. 11: "And they built them—about several feet from the clubhouse, they built a little house where they could dress."); Austin City Council Minutes, July 3, 1952 (Document No. 22; noting that cold drinks and refreshments for the "colored golfers" were available at the window provided and "the players could take them to the lounge that had been provided.")

²⁴ The photograph is in the private collection of General Marshall (Document No. 23).

²⁵ Telephone Conversation between Robert Ozer and Gregory Smith, National Register Coordinator, Texas Historical Commission, July 17, 2008.

²⁶ One such backlash occurred in Beaumont. In the summer of 1954 after the decision in *Brown* and the desegregation of municipal courses in nearby Houston, the Mayor of Beaumont sought to open the Tyrell Park municipal golf course to blacks but was forced to revoke his decision after community reaction. Robertson, Robert J., *Fair Ways: How Six Black Golfers Won Civil Rights in Beaumont, Texas*, (Texas A&M University Press 2005) at 84-89; Kirsch, "Municipal Golf and Civil Rights in the United States," at 384.

²⁷ Glass Interview with Joe O'Neal, May 23, 1974, at 9-10.

²⁸ *Rice v. Arnold*, 45 So.2d 195 (Fla. 1950), judg. vacated, 340 U.S. 848 (1950), judg. of Fla. cir. ct. aff'd 54 So.2d 114 (Fla. 1951), cert. denied 342 U.S. 946 (1952).

²⁹ *Hayes v. Crutcher*, 108 F. Supp. 582, 586 (M.D. Tenn. 1952) (in golf course case defendants required "while maintaining segregation, to afford equal facilities, apportioned to the need, to the segregated groups").

³⁰ *Beal v. Holcombe*, 193 F. 2d 384 (5th Cir. 1951), cert. denied, 347 U.S. 974 (1954).

³¹ McKay, "Segregation and Public Recreation," at 715.

³² *Id.*, at 716, fn. 97; Robertson, *Fair Ways: How Six Black Golfers Won Civil Rights* at 83-84.

³³ *Fayson v. Beard*, 134 F. Supp. 379 (E.D. Tex. 1955); See also: Robertson, *Fair Ways: How Six Black Golfers Won Civil Rights* at 155-63.

³⁴ *Holmes v. City of Atlanta*, 223 F.2d 93 (5th Cir. 1955), cert. granted and decision vacated 350 U.S. 879 (1955) (post-*Brown* Supreme Court order eliminating segregation of municipal golf facilities); *NYTimes*, November 5, 1995, "40 Years Ago: A Drive Down the Fairway for Integration" (discussing Atlanta case); see also: *NYTimes*, November 18, 1956, "Desegregation Slowly But Surely Gaining New Ground" ("Sixteen Southern cities have opened public golf courses to Negroes...in the past two years.").

³⁵ *Simkins v. City of Greensboro*, 149 F. Supp. 562 (Dist. Ct., M. D. North Carolina, Greensboro Div. 1957) aff'd 246 F. 2d 425 (4th Cir. 1957) (municipality cannot avoid giving equal treatment to Blacks by leasing to private non-profit club); *Griffis v. City of Fort Lauderdale*, 104 So. 2d 33 (Supreme Court of Florida, 1958) (sale of public golf course to private golf association for adequate consideration did not violate 14th amendment rights even though course was under federal court decree to integrate); *Wesley v. City of Savannah*, 294 F. Supp. 698 (Dist. Ct. S.D. Georgia, Savannah Div. 1969) (city golf championship played on public course but sponsored by private association that excluded blacks from play violated Civil Rights Act of 1964 and 14th Amendment); See also: Dawkins and Kinloch, *African American Golfers During the Jim Crow Era*, (authoritative discussion of desegregation of public courses at Chapter 8, 137-152).

³⁶ Travis County Commissioners' Court Judge Sam Biscoe, Telephone Interview with Robert Ozer, July 11, 2008; See also: Kirsch, "Municipal Golf and Civil Rights in the United States," at 388-389 (noting "mixed results" in desegregating municipal golf courses in southern cities in 1950s and early 1960s with changes in some cities not manifest until after passage of the Civil Rights Act of 1964). It should be noted that in public remarks preceding an interfaith golf tournament held at Muni on October 26, 2008 to celebrate its history, Judge Biscoe recalled that during his time as a caddie, caddies typically earned \$1.00 per nine per bag. This is somewhat better than what caddies received at Muni in the late 1940s and early 1950s. See fn. 7 supra.

³⁷ There is a suggestion in a book on boxing that Corpus Christi may hold the runner up spot in desegregating its municipal golf course (but not the locker room or clubhouse) in 1953. Sammons, Jeffrey, "Beyond the Ring: The Role of Boxing in American Society," (University of Illinois Press 1990) at 186 n.16. The footnote references a letter from H. J. Williams, M.D., president of the Corpus Christi branch of the NAACP to Bill Will, Corpus Christi Park and Recreation Department dated June 5, 1954. However, the letter was not individually archived at the Barker Library of Texas History at the University of Texas and could not be located.

³⁸ Professor Marvin Dawkins, Remarks made at Muni Interfaith Golf Tournament, October 26, 2008 (Document 24; also noting that a course, such as Muni, in a jurisdiction that did not actively resist desegregation is less likely to be the subject of scholarly attention); Dawkins e-mail correspondence to Robert Ozer, November 26, 2008 (Document 25); See also: Austin American Statesman, October 26, 2008, "Muni's Past Might Yield New Future, Backers Say," at A10-11; e-mail correspondence to Robert Ozer, September 15, 2008. Although the book Professor Dawkins co-authored, *African American Golfers during the Jim Crow Era*, is the leading academic authority in this area, there are several journalistic accounts dealing with African American golf and American culture that are very useful. See: McDaniel, Pete, *Uneven Lies: The Heroic Story of African Americans in Golf* (The American Golfer 2000); Sinette, Calvin, *Forbidden Fairways: African Americans and the Game of Golf* (Gale Cengage 1998); Kennedy, A Course of their Own: A History of African American Golfers; See also: Dawkins, Marvin P. and Tellison, A. C., "[African Americans and] Golf" in Todd Boyd (Editor), *African Americans and Popular Culture*, Vol. II, Sports (Praeger, 2008), at 53-66; Dawkins, Marvin P., Race Relations and the Sport of Golf: The African American Legacy, *The Western Journal of Black Studies*, Vol. 27, No. 4, (2003) at 231; Dawkins, Marvin P., African American Golfers in the Age of Jim Crow, *The Western Journal of Black Studies*, Vol. 20, No. 1, (1996) at 39.

³⁹ Roger Paynter, the pastor at First Baptist Church of Austin notes that Volma Overton, Sr., for many years the head of the NAACP in Austin and the first African American congregant at First Baptist (as well as a member for over forty years), played golf every Friday at Muni. Dr. Paynter was often able to join him as the only white in the foursome. Dr. Roger Paynter e-mail to Robert Ozer, October 4, 2008. Dr. Paynter played in the interfaith golf tournament on October 26, 2008, celebrating Muni's history as did Volma Overton, Jr., the son of Volma, Sr. who is now deceased.

THE AMERICAN ARTIST, TEXAS, THURSDAY, JANUARY 16, 1924

New Course and Golf Course Result of Prolonged Effort

Here Is New Clubhouse You May Visit Tonight



Started Here in 1924 By Lions

\$10000 Bond Issue Rates

Way For Construction

Of New Club

Done in the Spring of 1924 a Party

of a club house was completed and the new clubhouse was dedicated to the public.

The clubhouse at the time of its dedication was a fine building and was the first of its kind in the city.

The clubhouse at the time of its dedication was a fine building and was the first of its kind in the city.

LIIONS CLUB

Congratulations

to the

LIIONS CLUB

We wish to compliment you on

your accomplishments of 1924

May your good work

never cease.

THE JENKINS STORE

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Lion Golfers To
 Hold Meet Sunday
 Celebration to Be Planned
 For New Clubhouse

Members of the Golf club committee of the Austin Lions club have been called by Chas. John Tobin to meet at the new clubhouse on municipal links at 3:30 Sunday morning. The committee will plan an open-house party to celebrate completion of the \$15,000 clubhouse, to be held about Jan. 15. The building has been completed and now is having furniture and equipment installed. The club sold \$10,000 bonds with which to finance its construction, and spent an additional \$5000 in preparing the building for use and furnishing it.



Document 4

CITY OF AUSTIN, TEXAS

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

September 7, 1950
10:00 A.M.

Council Chamber, City Hall

DR. EVERETT GIVENS, representing the Negro Citizens Council, appeared before the Council stating he had a petition representing ninety-two homes that had no water, and asked that these people be taken into the City limits, which would include EASTFIELD, MASON FIELD, CHERNOSKY No. 7 and No. 8. He stated another petition was signed by 67 persons, whose closest water plug was between three and five blocks, and the fire insurance was so high, they could not afford to pay it.

HENRY PRYOR came before the Council stating people were playing golf on the Rosewood Playground, and the balls were hitting the children, were breaking windows and windshields. He complained of the young boys' profanity. The matter of the profanity was referred to the Recreation Department to straighten out through GEORGE MABSON, Rosewood Park. The Mayor suggested that plans be made to provide a nine-hole golf course for the colored people in that part of town.

Austin American

Austin, Texas, Tuesday, June 6, 1950

22 PAGES

Five Cents

LONE STAR HOME

Sweatt UT Plea Upheld; States Lose on Tidelands

Arthur Tells Japs To 'Gag' Reds' Leaders

From Wire Service
TOkyo, Tuesday, June 6.—General Douglas MacArthur ordered the Japanese government Ministry to ban the Japanese Communist Party from public life.

The Communist leaders, MacArthur said, have flouted law, order and discipline, and are in the way of preparing the way for the overthrow of constitutional government.

MACARTHUR TOLD his order two days after a postwar election in which the pro-American and Communist governments of Japanese industry, industry men made publicist gains.

MacArthur himself had started the crackdown on the Reds by dropping a ban on all demonstrations in the Tokyo area.

It was believed that MacArthur's move was the final step toward the ending of the entire Japanese Communist Party by all of Japan.

To a statement May 7 on the third anniversary of the new Japanese constitution, MacArthur stated the government's intent to outlaw the party.

Even while the order in Tokyo was being issued, MacArthur announced that he would order the Japanese Communist Party to disband unless they stopped their activities.

MacArthur's order to disband the party was issued in a move that he said would bring about a new rally in the Japanese mind.

MacArthur said he would order the party to disband unless they stopped their activities.

MacArthur said he would order the party to disband unless they stopped their activities.



General Douglas MacArthur, Supreme Commander for the Far East, is shown in a portrait. He is wearing glasses and a dark suit with a white shirt and tie.

Court Holds Houston Negro Law School Not Equal Unit

(See Related stories, Page 18)
From Wire Service
 Texas was jugged with sharp blows on two fronts Monday as the United States Supreme Court ruled adversely on the questions of racial segregation and membership of the state's tidelands.

The Supreme Court struck down segregation of Negro students at the University of Oklahoma and ordered Texas to admit a Negro student to its all-white law school.

Chief Justice Warren delivered both unanimous opinions.

They followed an 8-0 ruling which outlawed operation of Negroes in railroad dining cars.

In all three cases, the court expressly refrained from ruling on broad constitutional questions.

It did not grant a grandchild lawsuit that it reversed a 44-year-old decision that segregation is constitutional as long as "separate but equal" facilities are provided for Negroes.

The continued effect of the three decisions, however, was to strain a plan that such separate facilities must equal the Justice Department had stated that they never can be that segregation in itself is a form of inequality.

In the Texas case, Heman Marion Sweatt of Houston demanded admission to the white law school in Austin. He has refused to attend a

new law school for Negroes set up by the state in Houston.

The high court based its decision in the Texas case on a finding that the Negro school of Houston would not be equivalent to the school provided for whites.

The Supreme Court upheld the federal government's claim to "paramount rights" to all rich submerged lands off the Gulf Coast of Texas and Louisiana.

The long-awaited decision, based on the famous 1947 California ruling that national interests dominate in coastal areas.

The justices are certain to give new impetus in Congress to turn the so-called "tidelands" over to the states. Advance notice of this move from Representative Ed (Boss) Dwyer, who called the action "another long step down the road to national socialism."

"The property rights of states are about to be destroyed," he said. "Only Congress can now save this nation from the wholesale spoliation of confiscation without compensation."

But Chairman Joseph C. O'Mahoney (D., Wis.) of the Senate Interior committee, said the ruling "removes all obstacles to consolidation of legislation for federal administration and development of the tidelands. His proposed enabling bill will soon be taken up by the Senate."

SWLATT CAN GO UT Will Admit Him if Daniel Okehs it, Says Dr. Painter

By Associated Press
 Heman Marion Sweatt, a Negro student who has been refused admission to the University of Texas law school in Austin, will be admitted to the law school if Daniel Okehs, a Negro student who has been refused admission to the law school in Houston, is admitted to the law school in Austin, Dr. Painter said.

Dr. Painter, a member of the board of trustees of the University of Texas, said that the university would admit Sweatt if Okehs is admitted to the law school in Houston.

Okehs is a Negro student who has been refused admission to the law school in Houston. He is currently attending the law school in Austin.

Dr. Painter said that the university would admit Sweatt if Okehs is admitted to the law school in Houston.

law school in Houston.

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Heman Marion Sweatt, a Negro student who has been refused admission to the law school in Austin, is shown in a portrait. He is wearing a dark suit and a white shirt with a tie.

Truman Reportedly Favors Panel For Red Cases Probe

Document 6

WARNER
ON THE INSIDE


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79th YEAR—315

The Austin State

The Capital City Newspaper Since 1871

AUSTIN, TEXAS, WEDNESDAY, JUNE 7, 1950



Oil Companies Compare Tideland Leases

Marshall Claims Inaction Dangerous Path for US

WASHINGTON, June 7 (AP)—General George C. Marshall Wednesday said "the most dangerous thing" the United States can do is to sit impotent in the face of Communist aggression.

The wartime Army Chief of Staff conceded that the mutual defense aid program might encourage rather than deter Russia to act before Western Europe is able to defend itself.

"There is a hazard," he said. "But I am convinced that to sit impotent is the most dangerous thing we can do."

The general, who as secretary of state authored the Marshall Plan for European recovery, appeared before the House Foreign Affairs Committee.

He urged Congress to continue the program of arms aid to Western Europe, calling it vital to morale as well as military defense.

Specifically, Marshall backed President Truman's request for \$1,222,500,000 in new arms aid for the 1951 fiscal year beginning July 1.

Speaking without notes, the general observed that the Soviet Union, unlike the democracies, can make "cold blooded decisions" and set the date and hour for action.

"It seems to me to sit idle and impotent is a fatal procedure," he reiterated.

"I do not think in the long run the program aids to the perils of the situation. I think it materially relieves them."

Elaborating on his statement that inaction would be "fatal," Marshall said to do nothing would adversely affect the morale of Western Europe and would "play into Soviet hands for future pressure politics."

MARSHALL AGREED wholeheartedly with General Omar N. Bradley, chairman of the Joint Chiefs of Staff, who said the arms pact is designed to afford Western Europe "reasonable security."

Bradley testified before the committee Tuesday.

"I think that is the correct approach to the problem," Marshall told the lawmakers. He added: "We can't give them complete security. No one can do that. But we can build up their morale and confidence, and the greatest factor in security is morale."

Marshall was due to appear before a closed door session of the Senate foreign relations committee in the afternoon.

Two Republican senators proposed earlier that Congress set up a commission to study the problem of finding an aid program to carry on after the European recovery program ends. The suggestion came from Senators Hickenlopp (Main.) and H. Alexander Smith (N.J.).

Meanwhile, Senator McMahon (D-Conn.) called for early hearings on a resolution urging a special session of the United Nations Assembly to discuss world-wide disarmament.

Without too much heed to either of these proposals, administration leaders continued their speed-up hearings on a bill to authorize a \$1,222,500,000 second year foreign arms program to bolster non-Communist nations.

PERSUASIVE Margaret Beahm, Calix's (above) friend, Dana, gave him up after he stole \$1,200 Van Nuys robbery.

AGREED Gile Sira

Two Negroes Enter UT

BY LYMAN JONES

The University of Texas Wednesday opened the door of its graduate school to its first Negro students. At 10:30 a. m. John Saunders, 25-year-old Austin architect, and Horace Heath, 33-year-old McCombs and began filling out preliminary registration forms. McCown said registration of the two graduate students was "to proceed in completely routine fashion."

Chase is seeking a master's degree in architecture. Heath is a candidate for a doctor's degree in government.

The acceptance of both Negroes follows the US Supreme Court's

... against the be



Document 8

CITY OF AUSTIN, TEXAS

41

7.4

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

January 25, 1951.

10:00 A.M.

Council Chamber, City Hall

DR. E. H. GIVENS appeared before the Council asking that a fire station be located in East Austin; that another park be developed; a nurses' home for the colored nurses be considered at 14th and Sabine; a golf course located in East Austin; use of the facilities at Brackenridge Hospital by colored doctors; that the veranda from the operating room to the annex be enclosed so that patients being taken from the operating room to their rooms would not be exposed; traffic lights at 12th and Chicon and at Rosewood and Chicon; and playground equipment placed on public school grounds. It was stated the Fire Station site is under study by the Fire Department; the playground was included in a study by the Recreation Department; a golf course was being planned; and the playground equipment was already covered in a plan with the School Board. The use of the facilities at Brackenridge Hospital would come under the Medical Staff at Brackenridge Hospital, and the Medical Society. The enclosure of the veranda is included in the improvement plan of the Hospital. The City Manager stated a meeting would be held with the Staff and the new Administrator soon after February 1, 1951, and various matters would be presented then.

Document 9

CITY OF AUSTIN, TEXAS

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

April 5, 1951.

10:00 A.M.

Council Chamber, City Hall

Dr. EVERETT GIVENS made several inquiries: (1) about the location of a fire station in East Austin; (2) about a golf course in east Austin, and suggested a site on East 12th Street across from the cemetery and another on 19th and Webberville; (3) about playgrounds and equipment on the two schools in west and south Austin; (4) about street lights at 12th and Rosewood and at 18th and Ulit. In answer to his requests, it was stated that the fire station location was set at 12th and Airport Boulevard. Regarding the golf course, Mayor Glass asked that work be started on this project as soon as possible; but Councilman Long felt that with other needs in east Austin, a golf course would be too expensive now, and that there were two golf courses already in existence now. She stated with reference to the playground equipment, she would talk with the President of the School Board and with the Director of Recreation and would make a recommendation to the City Manager if something could be worked out with the School Board. The City Manager thought lights were already installed at the two requested locations or if not at those locations, in the vicinity. He thought every church had been furnished street lights, and that these churches, WALNUT STREET BAPTIST CHURCH, 18th and Ulit, and ZION HILL BAPTIST CHURCH were included in the list.

Document 10

June 10, 1974 - Emma Long Interview by Joe O'Neal (p. 11)
(transcript re-typed)

And the same thing about the golf, the golfing. They had a big bond election & Mayor Miller had promised the blacks that if they would help carry the bond election, they would give them a golf course. So Dr. Givens came in after the bond issue past and said, "Now we want our golf course." And I said, "That's ridiculous, to have a golf course with half a dozen blacks playing on it." I said, "We need that money for children and parks. There's no reason in the world why you shouldn't use our golf course." And I moved that everybody be allowed to use the golf course. Well, this surprised everybody and it passed.

Later I was reading the paper and it amused me – remembering what happened – I said, "You've got blacks caddying out there now and nobody would know the difference."

They built this little clubhouse 20 X 18, cement blocks, for the blacks to use for changing clothes; for the black people who played at the Municipal golf course. I don't know how long they used that, but they were going to have a lounge and dressing rooms. And I guess it was built. I think we took contracts for it, and I guess I went along with it because I certainly thought that after all they needed a place to dress and I guess they'd be too timid to dress in the clubhouse.

Document 11

June 3, 1981 - Emma Long Interview by Anthony Orum
(pp. 7-8) (transcript re-typed)

One of the bond issues in—about 1950, '51—right in that era— Mayor Miller promised Dr. Givens if they'd help carry the bond issue that they could have a golf course. So when it came—Dr. Givens came before city council to ask for his golf course, I just said that was ridiculous, that we had a golf course, that we had a very nice one at that time, and we didn't need to build a separate one for the blacks. I made a motion that blacks be allowed to use the municipal golf course. And it kind of shocked everybody, but they did let them go ahead and use the golf course then. And it just kind of died away and they never did build a golf course for the blacks.

ORUM: That was a fairly radical thing to say in 1951.

LONG: It was either '50 or '51.

ORUM: Yes.

LONG: But it was quite unusual. And but they did. And they built them—about several feet from the clubhouse, they built a little house where they could dress.

ORUM: Oh, really?

LONG: Uh—Huh.

ORUM: But they had to be separate quarters?

LONG: Uh—huh. Where they could dress for their golf.

ORUM: Yes.

LONG: --put on their shoes and put their bags. But I said, they're not up together anyway. They're out strung all over the course. I don't see why it hurts anything just to let them use the golf course. But of course I was considered—I was called, very often, a red and a radical, and even a communist.

Document 12

April 13, 1982 - Emma Long Interview by Anthony Orum (p. 72)
(transcript re-typed)

Dr. E.H. Givens was the, quote, leader of the blacks. And he worked hand and glove with Mayor Miller, and when they'd have a bond issue, well he was supposed to carry the bond issue for—over on the black area. And they'd—one time they promised Dr. Givens if he carried the bond issue that they would build a golf course for the blacks. And the whole bond issue passed and Dr. Givens came in one day and said, "Well, Mayor Miller, we want the golf course that you promised us?"

And I said, "Oh, that is ridiculous." I said, "I don't see any why y'all can't play on the golf course—municipal golf course over here." I said, "After all, people trail around behind each other and they are not together." And I moved that we make the golf course so everyone can play on it, and it passed. [Both laugh.] And that was the last of the black doctor.

Document 13

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

April 26, 1951.
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Glass presiding.

Roll Call:

Present: Councilmen Drake, Johnson, Long, MacCorkle, Mayor Glass
Absent: None

Present also: Walter E. Seaholm, City Manager; Trueman E. O'Quinn, City Attorney; C. G. Levander, Director of Public Works; R. D. Thorp, Chief of Police; W. H. Klapproth, Traffic Engineer.

The Council greeted MRS. TAYLOR GLASS and LAURA ELLEN GLASS who were visitors.

MR. M. D. MOSTELLER presented Mayor Glass with a gun, the case for which was given by Councilman Drake. MR. JESS ALLMAN presented the Mayor with a fishing tackle box. MRS. GLASS and LAURA ELLEN were given bouquets by MR. WALTER GUTTMAN. The Mayor thanked the citizens of Austin for their support and wonderful understanding shown the Council, and expressed his pleasure in serving on the Council. He felt that the Council had all worked together, and the employees had worked and cooperated all the way through.

Document 14

CITY OF AUSTIN, TEXAS

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

May 3, 1951
10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Drake presiding.

Roll call:

Present: Councilmen Johnson, Long, MacCorkle, White, Mayor Drake
Absent: None

Document 15

May 23, 1974 - Taylor Glass Interview by Joe O'Neal (pp. 9-10)
(transcript re-typed)

I remember one day I got a call from City Hall wanting to know-there were two colored boys playing golf on the golf course. This was before there was any mixing of races in restaurants, schools, or anywhere was going on. So I said, "Well, I'll be right up there."

I called Bill Drake before I left my office, didn't tell him what it was 'till I got up there. He said, "Well, what is it?" I said, "Well, we've got two colored boys playing golf on the golf course; went up there on their noon lunch hour and they got their equipment and they're half way around the course and they want to know what to do about it." He said, "Well, what do you want to do about it?" I said, "Well, I personally was raised on a farm with them, we played ball together, worked in the cotton patch together, we were doing just about anything you can think of together, rode horseback together, anything you can think of. They never did bother me and that old golf course is pretty big open space out there and I don't see why it ought to bother anybody out there and I'm for leaving them alone and not even calling the newspaper and see what happens." And he said, "I'm with you."

I had to call one other member of the council to see that we had a majority and I called Mr. Johnson. I knew Mr. Johnson was just like us and we told him how we felt. He said, "It's the wisest thing you have ever done. Don't call that press either." So we went on and them play and never heard a word.

Finally, six to eight weeks later I was walking down the street out here and a friend of mine stopped me and said, "Hey did you know there's niggers playing on the golf course?" I said, "Sure, I know there's niggers playing on the golf course...I know they're playing on the golf course." I said, "Did they bother you?" He said, "No, they didn't bother me." I said, "Well, they don't have a golf course. I knew they were playing out there; in fact they got my Ok. They are going to play out there as far as I am concerned. Now if they're truly bothering you, I want to know it. I said, "It will cost half-a-million dollars to build them a golf course and it'll come out of your pocket. You're part of the taxes. And you'll pay the upkeep. Now up to this time they haven't played a lot of golf. Maybe because they didn't have a place to play, but they're going to play golf out there if I have anything to do with it." He said, "You know, I believe you're right." They don't like to get hit in the pocket.

Document 16

From: General Marshall <ggmar@sbcglobal.net>
Date: Sun, 24 Aug 2008 21:14:00 -0700 (PDT)
To: Ken Tiemann <ktiemann@sbcglobal.net>
Subject: Re: The Integration of Muny

Ken:

The following answers are given for your questions:

1. I caddied from 1946 to 1952.
2. I did not own a set of clubs so I probably did not play until 1954 or later. I was there to see my Geometry teacher, R.B. Timmons, Lawrence Britton, Sr. play before the Special Clubhouse was built.
3. There were several groups of African-American golfers from other cities who came to play Muny. I remember specifically that some had big bags and took caddies. I felt especially proud. They came from San Antonio, Dallas, and Houston.
4. Muny was never opened to caddies to play on any given day or days, however, the Kizer brothers were not African American and were allowed to play. Jack and Robert Dorsett, who lived on Enfield Road across the street from the Practice Field (Shagging Field) also played and Robert played at Austin High School with two of the Kizer brothers.
5. Once the course was integrated there were no restrictions for any golfers. You showed up early and waited for tee times. I don't remember when they started reserving tee times.

Cliff's last name is Sneed.

I hope this information is helpful.

General

John R. ...
CITY CLERK

W. A. Brown
MAYOR

ALIAS:

APPROVED: June 14, 1961

APPROVED: June 14, 1961

course on the basis of his bid of \$2,999.00.

with Frank Ruppel for the construction of a lounge at the Municipal Golf
Mr. R. S. Sehnke, City Manager, is authorized and directed to execute a contract
that the bid of Frank Ruppel be and the same is hereby accepted, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

Now, therefore

Director of Public Works of the City of Austin and by the City Manager;

and best bid, and the acceptance of such bid has been recommended by the

WHEREAS, the bid of Frank Ruppel in the sum of \$2,999.00 was the lowest

and

\$ 2,999.00	Frank Ruppel
3,339.00	W & W Construction Co.
3,794.47	Block Construction Co.
3,940.00	Paul Keller
4,012.00	Earl Rogers

Follows:

the construction of a lounge at the Municipal Golf Course, such bids being as
WHEREAS, on June 8, 1961, bids were received by the City of Austin for

R E S O L U T I O N

516614-5

Document 18

City Studying Site Cost Of Water Plant

The city has taken under consideration a \$1,000,000 plan to build a water plant. The cost of a site for a ten-million dollar water plant planned for construction this year at Lake Austin near Mount Bonnell.

The price was set this week by a commission of engineers appointed by County Judge Tom Johnson in a condemnation suit filed by the city against John Walker, owner of slightly more than 200 acres of the proposed plant site.

Both Walker and the city had 10 days from the date of the condemnation award—Thursday—to appeal to the County Court.

The city had offered \$1,000 for the site.

A city engineer said that \$1,000 is based on an average of the commission's findings but is low.

None of these other suits against holders of property in the plant site are pending.

Contracts Due On Three Jobs

The City Council is expected to reject contracts this week for three construction jobs — shifter houses at three playgrounds, a new bridge at the Municipal golf course, and a new four for an east city bridge.

None were taken Friday by the public works department.

The low bids:

- \$17,000 submitted by Frank A. Bowers, an Austin contractor of shifter houses at Miller, Rogers and Lawrence playgrounds.
- \$12,000 by Bowers for the golf course.
- \$40,000 submitted by East Austin for a contractor bid to replace wooden covering on a bridge over Walker Creek at East Fourth Street.

Bidding on all three jobs was closed at 11 o'clock at the public works department.

Commissioners Consign Roads For State Use

The County Commissioners Court today authorized to turn over 227 miles of county roads to the State Highway Department for development as farm-to-market highways.

The state agreed to take over the roads and develop them into four-lane, two-way highways on condition the county will furnish all the necessary right-of-way before maintenance of the roads will be up to the state.

The roads designated to be turned over to the state under the federal aid secondary program, include:

1. From the end of farm-to-market highway 1224 at New Sweden to the Williamson County line, a distance of approximately 28 miles.
2. From the Highway 21 in Menchaca, 4.5 miles.
3. From the end of farm-to-market highway 1227 at Crockett to State Highway 29, 2.5 miles.
4. From the end of farm-to-market highway 1129 at Williamson County line to Travis County Peak Road, 11.2 miles.

The commissioners deferred other matters until its next meeting Monday because of the absence of Commissioners H. L. Quitt, recovering from a recent operation, and Arthur Swanson.

Jaycees Name Three Leaders

Junior Chamber of Commerce President Boyce Campbell announced three appointments Saturday.

He announced the appointment of Jack Boyce to head a Jaycee sports activities committee, Walter Carrington to fill an unspecified term on the Jaycee board of directors, and Signey Stout as chairman of an annual Jaycee convention.

Swanson replaces Homer Mayhall, who is going overseas during the past year with a national award. The Aquin club was named first in the nation for sports work among cities of more than 100,000.

2 Georgetown Boys Win Scholarships

GEORGETOWN, June 9—(AP)—Two Georgetown boys, Phyllis Peterson and Bill Engvall, were named and named place winners in Southwestern University's annual competitive examinations.

Peterson will receive a first-year scholarship in Sociology, and Engvall will receive a three-year scholarship.

Masons Celebrate Diamond Jubilee

Hill City Lodge No. 464 P. M. observed its diamond jubilee Friday night with a banquet and entertainment at the City Coliseum.

More than 1,100 Master Masons from Austin and Central Texas heard Right Worshipful Kenneth B. Henshaw, Modern, Grand Chaplain of the Grand Lodge of Texas recount the steady growth of Hill City Lodge—Hemphill was instituted by Judge James W. McJannet, former Worshipful Master of Hill City Lodge and a past master of the Grand Lodge.

Entertainment was provided by the Ben Hur Chapter, Quigley and Lytle lodges.

Hill City Lodge was started on June 10, 1844. Its membership one week ago.

Rundell Low Bidder For 3 Shelters

The city took bids Friday for three construction projects—shifter houses at three playgrounds, a new bridge at the Municipal golf course, and a new four for an east city bridge.

The low bids \$17,000 submitted by Frank A. Bowers, an Austin contractor of shifter houses at Miller, Rogers and Lawrence playgrounds.
- \$12,000 by Bowers for the golf course.
- \$40,000 submitted by East Austin for a contractor bid to replace wooden covering on a bridge over Walker Creek at East Fourth Street.

Bidding on all three jobs was closed at 11 o'clock at the public works department.

Scholarship Set Up For Pageant Winner

ANN BRADSHAW, a high school senior, will receive a \$100 scholarship for a pageant winner.

The scholarship is for a pageant winner in the city of Austin.

M. L. Shaffer, president of the Central Business Men's Association, announced the scholarship.

Fall From Pole Kills West Texas Lineman

ODESSA, June 9—(AP)—Maurice Woods of Odessa was killed Saturday when he fell from a utility pole.

Woods was an employee of the Texas Electric Service Company.

Pioneer Groups Picnic Sunday

The Rev. F. G. Bowers, pastor of St. Martin's Lutheran Church will be the principal speaker at the 25th annual meeting of the Oak Hill and Central Valley Pioneer Families Sunday afternoon at the Maunula Clubhouse near Oak Hill.

The annual reunion of Oak Hill and Central Valley pioneer families and their descendants will be opened at 2 p. m. with the presentation of the US flag and the pledge of allegiance and a worship service with the Rev. Otto Schwanke, a pastor of Oak Hill, as officiant.


A dinner lunch will be served at 4 p. m. in the clubhouse. The afternoon will be devoted to a

Shanks-Meyers

SAVES YOU \$30.

Special Purchase — Available for One Week Only!

- Makes Twin or Full-Size Beds
- Has Attached Back to Support Bolsters
- Attractive Fabrics in an Assortment of Colors



Rundell Low Bidder For 3 Shelters

The city took bids Friday on three construction projects shelter houses at three playgrounds, a Netto lounge at the Municipal Golf course, and a new floor for an east side bridge.

The low bid, \$12,999 submitted by Frank H. Rundell, an American contractor, for shelter houses at Gillis, Rainey and Govan's Play grounds.

Rundell \$2,999 for the golf lounge. And \$1,381 submitted by Earl Rogers for a concrete slab to replace wooden flooring on a bridge over Walker Creek at East Fourth Street.

AMERICAN STATESMAN, AT

Document 20

Contracts Due On Three Jobs

The City Council is expected to award contracts this week for three construction jobs — shelter houses at three playgrounds, a Negro lounge at the Municipal golf course, and a new floor for an east side bridge.

Bids were taken Friday by the city public works department.

The low bids

\$12,999 submitted by Frank B. Rundell, an Austin contractor, for shelter houses at Gillis, Ramsey and Govalle Playgrounds.

\$2,999, also by Rundell, for the golf lounge.

And \$1,361 submitted by Earl Rogers for a concrete slab to replace wooden flooring on a bridge over Waller Creek at East Fourth Street.

Bidding on all the jobs was fair to heavy, and the low bids were regarded by city engineers as low enough to virtually assure council approval.

Document 21

CITY OF AUSTIN, TEXAS

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

June 14, 1951
10:00 A.M.

Council Chamber, City Hall

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the bid of Frank Rundell be and the same is hereby accepted, and W. E. Seaholm, City Manager, is authorized and directed to execute a contract with Frank Rundell for the construction of a lounge at the Municipal Golf Course on the basis of his bid of \$2,999.00.

(The City's estimate was \$3,500.00)

The motion, seconded by Councilman Long, carried by the following vote:

Ayes: Councilmen Long, MacCorkle, White, Mayor Drake

Noes: None

Absent: Councilman Johnson

Document 22

CITY OF AUSTIN, TEXAS

635

MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

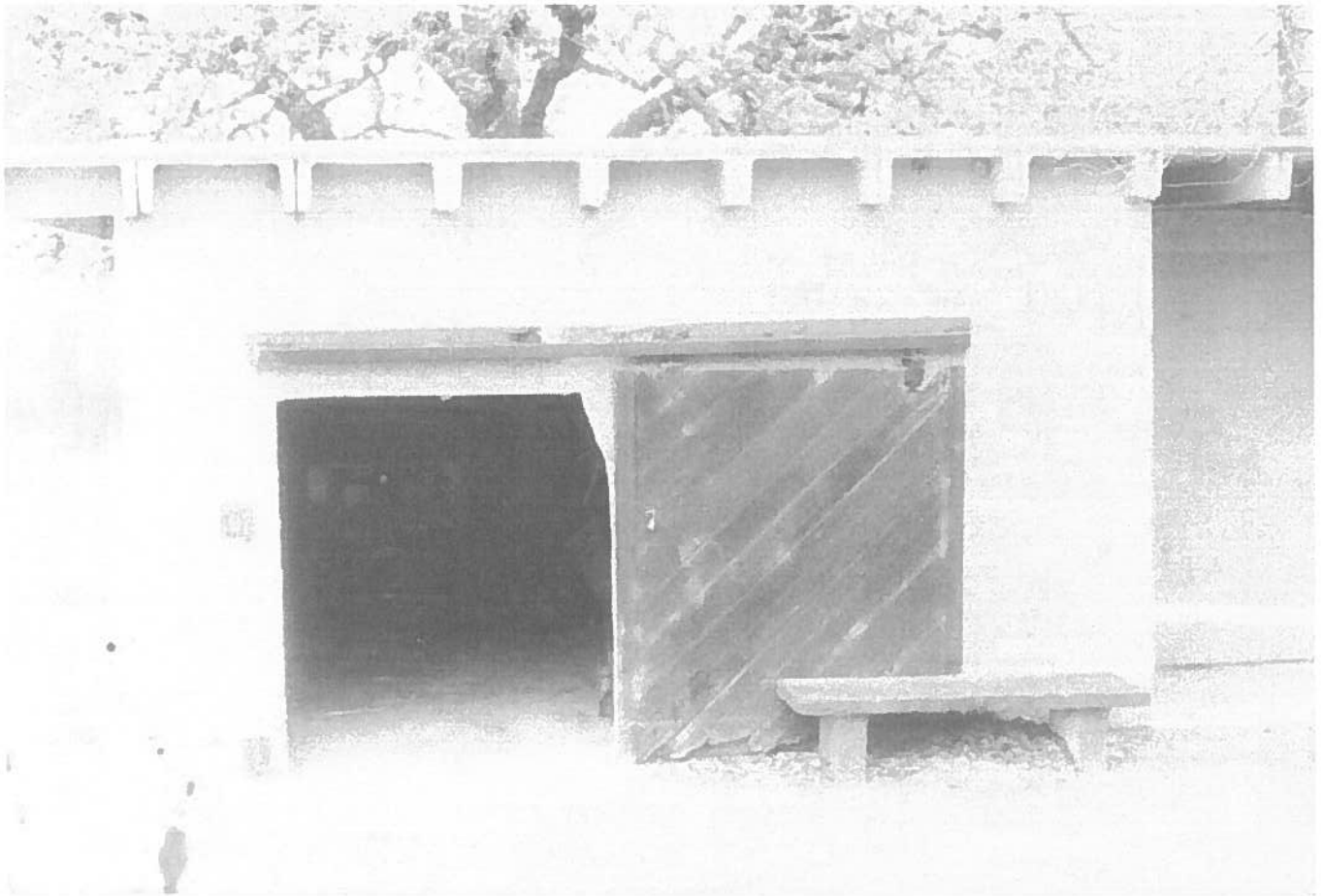
July 3, 1952

10:00 A.M.

Council Chamber, City Hall

DR. GIVENS asked about the promotion of negro policemen to detectives. The City Manager stated this was worked under Civil Service regulations, and no differences were made with regard to the color line. DR. GIVENS introduced a school teacher, Miss Smith, who asked for a light at Airport Boulevard and 12th Street and for water, and bus service in Cedar Valley. DR. GIVENS stated the colored golfers at the Municipal Golf Course were unable to buy cold drinks; that the facilities for refreshments were not available to them. The City Manager stated cold drinks and refreshments were available, and had been all the time; that drinks could be purchased at the window provided, and the players could take them to the lounge that had been provided. DR. GIVENS asked that something be done about moving the incinerator; that street lights be placed on the corner of 17th and Chestnut.

Document 23



Document 24

Brief Remarks by Marvin P. Dawkins at the Opening Ceremony of the Muny Interfaith Golf Tournament in Austin, Texas, October 26, 2008.

The place that the Lions Municipal Golf Course (Muny) of Austin, Texas occupied during the first phase of the Civil Rights Movement in the early 1950s has not been documented as a part of the historical literature of that period. Scholars who have examined efforts to desegregate public facilities during that period tend to focus on situations where open resistance was encountered when African Americans attempted to gain access to segregated public facilities, including recreational parks, beaches and golf courses. Therefore, the scholarly research literature on efforts, both successful and unsuccessful, to desegregate public golf courses in cities throughout the South during the 1950s and 1960s has tended to concentrate on cities where massive, open, and ongoing resistance took place. As a result, when desegregation occurred without this type of resistance, which was the situation involving Muny, less attention has been focused on these cases. Thus, the desegregation of the Lions Municipal Golf Course in 1951 has not part of the historical record involving the push to desegregate municipal golf courses, which has tended to focus on cases where law suits were filed to end segregation.

I believe that the evidence which has now been assembled substantiates the contention that Muny was the first municipal golf course in the South to formally desegregate, thus, replacing the public courses in Atlanta which currently hold this distinction. The tournament today can be viewed as a celebration of Muny's unique place in history and a testament to the role it has played and continues to play as a venue for creating positive interaction among people of various racial and ethnic backgrounds and in nurturing a sense of community cohesion. Thank you and enjoy the tournament.

Document 25

From: "Dawkins, Marvin" <mdawkins@miami.edu>
To: <bozer@grandecom.net>
Cc: <mpdawkins@bellsouth.net>
Sent: Wednesday, November 26, 2008 2:01 PM
Subject: Statement to support Application for Muny landmark designation

Bob,

You have my permission to use the statement below for formal applications submitted for landmark designation, historical landmark status or other similar purposes:

This statement is written to support the contention that The Lions Municipal Golf Course (Muny) in Austin, Texas was the first municipal golf course in the South to permit Blacks to play golf on an equal basis with whites. Despite the prevailing custom of segregating of public facilities by race, which was supported by laws and the doctrine of "separate but equal" under the U.S. Supreme Court ruling of 1896 in Plessy v. Ferguson, the early 1950s saw the eroding of barriers to maintaining segregation in the face of both legal and direct challenges by or on behalf of African Americans. In the case of public golf courses, resistance to such challenges was the norm. While most of the legal challenges to segregated municipal golf courses filed before the landmark Brown Decision of 1954 (beginning as early as 1949) were unsuccessful, the legal foundation for maintaining segregation began to weaken as early as 1950 after the Supreme Court ruling in Sweatt v. Painter made it less feasible, economically, to continue to segregate. Yet, in most cities where direct challenges to the segregation of public golf courses and other facilities were mounted, resistance continued. However, in an exception to this pattern, the public officials in Austin, Texas decided not to respond to the direct challenge in 1951 by two Black patrons, who gained entry to the Muny golf course and were allowed to complete a round of golf play without incident. This decision by Austin city officials in the case of the municipal golf course coincided with actions to desegregate other public facilities (e.g., the fire department and library), thus, establishing Austin's

uniquely progressive response in the shadow of the Sweatt Decision, a case that originated in Austin (at the University of Texas Law School). These unique circumstances leading to the desegregation of the Lions Municipal Golf Course sets it apart from other cities where resistance to both direct and legal challenges have been well documented (see for example: Rice v. Arnold, Holmes v. Atlanta, and other cases). Muny has enjoyed the longest record of a desegregated golf course on an uninterrupted basis. The consequence has been the establishment of mutually beneficial, long-term, cross-racial contacts and friendships that have been sustained by participating in the sport of golf in the informal setting of the Lions Municipal Golf Course (a subject which, itself, deserves further study as an example of the long-term benefits of sport and race relations)

I have thoroughly examined the sources that were used to establish the detailed historical record on which the brief description above was based and feel that the evidence meets scholarly standards to justify the conclusions reached as being sound and appropriate. Sources included public documents and other records, newspaper clippings, personal communications (written and oral), recorded interviews, oral history interviews, among other sources.

Although I am not a historian by profession, I have received training in both qualitative and quantitative approaches to research and been engaged in interdisciplinary work for more than 25 years. Although the focus of my formal training leading to the Ph.D. in sociology (Florida State University, 1971-75) and postdoctoral research in school desegregation effects (Johns Hopkins University, 1979-80) was quantitatively oriented, I received further training in historical research methods as a National Endowment for the Humanities Summer Institute Fellow (1990) at Duke University (Center for Documentary Studies and Department of History).

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session December 16, 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 Trimbuilt Construction, 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:

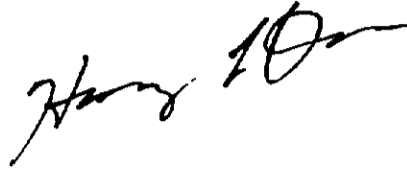
III. Required Authorizations: Please check if applicable.

- 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: December 16, 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 5% retainage payment request for Trimbuilt Construction, Inc., the general contractor for the project. The invoice is for \$13,485.00.

Attached are the invoice and a memorandum from the Facilities Management Department.

Staff recommends approval of the request.

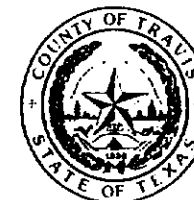
cc: Cliff Blount, Attorney
Rodney Rhoades, Executive Manager, Planning and Budget
Alicia Perez, Executive Manager, Administrative Operations
Roger El-Khory, M.S., P.E., Director, Facilities Management
Kimberly Pierce, Criminal Justice Planning Manager
John Hille, County Attorney's Office
Jim Barr, AIA, 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>	(252,889.70)
PSI, Inc.	11/25 agenda	842.00	(842.00)
Trinbuilt Construction	12/2 agenda	13,485.00	(13,485.00)
Balance of Visitation Budget on Dec. 2nd.			<u><u>\$ 301.20</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 DEC 2 2008 PM 3:54

MEMORANDUM

TRAVIS COUNTY
PLANNING & BUDGET OFFICE
FMD Project: SJAIL-01-08X-1N
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 25, 2008

SUBJECT: State Jail Visitor Center
Payment Request No. 5 to Trimbuilt Construction Co.

Facilities Management Department requests that payment #5 be made to Trimbuilt Construction, Inc. in the amount of \$13,485.00. This is the final pay application and represents the 5% retainage. The attached invoice from Trimbuilt Construction, Inc., the general contractor for the project, has been reviewed and is fair and reasonable.

The project is complete for the work contracted for with Trimbuilt Construction Co. Facilities Management Department has inspected the work and recommends acceptance.

If you have questions or need additional information please contact Jim Barr, AIA, at 854-9190.

ATTACHMENTS:

- 1) Pay Application No. 9941 from Trimbuilt Construction, Inc.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Richard Avery, Architectural Associate

To(OWNER): Travis County Purchasing Ofc
 1010 Lavaca St.
 4th Fl.
 Austin, TX 78701
 From: Trimbuilt Construction, Inc.
 P. O. Box 80169
 Austin, TX 78708-0169

Project: State Jail Visitors Center
 8101 FM 969
 Precinct 1
 Austin, TX 78724
 Via(Architect):

Application No: 5
 Invoice No: 9941
 Period To: 11/30/2008
 Architect's
 Project No: 4704
 Invoice Date: 11/30/2008
 Contract Date: 4/28/2008

TRAVIS COUNTY - FMD
 RECEIVED
 NOV 25 2008

CONTRACTOR'S APPLICATION FOR PAYMENT

INITIAL Application is made for Payment as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	0.00

1. ORIGINAL CONTRACT SUM (Does Not Include Tax) \$ 269,700.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2) \$ 269,700.00
4. TOTAL COMPLETED & STORED TO DATE \$ 269,700.00
5. RETAINAGE \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5) \$ 269,700.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 256,215.00
8. SALES TAX \$ 0.00

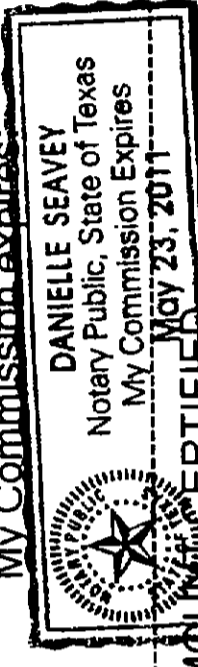
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]* Trimbuilt Construction, Inc.

By: *[Signature]* Date: 11/24/08

State of: *TEXAS* County of: *TRAVIS*
 Subscribed and sworn to before me this *24th* day of *NOV*, 2008
 Notary Public: *[Signature]*
 My Commission Expires: *May 23, 2011*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: *[Signature]*

By: *[Signature]* Date: 11/25/08
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED: *13,485.00*

Application Number: 5
 Application Date: 11/30/2008
 Period To: 11/30/2008
 Architect's Project No: 4704

Last Updated 12-16-08 9:22am

CONTINUATION SHEET

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD				
1	Electrical	39,250.00	39,250.00	0.00	0.00	39,250.00	0.00	0.00
2	HVAC	17,940.00	17,940.00	0.00	0.00	17,940.00	0.00	0.00
3	Plumbing	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00	0.00
4	Painting	10,625.00	10,625.00	0.00	0.00	10,625.00	0.00	0.00
5	Flooring	1,087.00	1,087.00	0.00	0.00	1,087.00	0.00	0.00
6	Millwork	3,960.00	3,960.00	0.00	0.00	3,960.00	0.00	0.00
7	Drywall	64,389.00	64,389.00	0.00	0.00	64,389.00	0.00	0.00
8	Glass & Glazing	9,556.44	9,556.44	0.00	0.00	9,556.44	0.00	0.00
9	Roofing	7,750.00	7,750.00	0.00	0.00	7,750.00	0.00	0.00
10	Restroom Partitions	2,453.44	2,453.44	0.00	0.00	2,453.44	0.00	0.00
11	Concrete	39,675.00	39,675.00	0.00	0.00	39,675.00	0.00	0.00
12	Fire Extinguishers	219.00	219.00	0.00	0.00	219.00	0.00	0.00
13	General Conditions	28,795.12	28,795.12	0.00	0.00	28,795.12	0.00	0.00
14	Overhead & Profit	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00	0.00
Totals		269,700.00	269,700.00	0.00	0.00	269,700.00	0.00	0.00

CONTRACTOR'S CONDITIONAL WAIVER OF LIEN

State of Texas
County of Travis

Job 4704

For and in consideration of receiving the payment of \$13,485.00 on the contract heretofore entered into between the undersigned and Travis County Housing Finance Corporation, on the real property and/or improvements thereon, situated at 8101 FM 969, Precinct 1, Austin, Texas, the following statement is given:

The undersigned certifies that every performance of labor and item of material for which the undersigned is requesting payment relates to the above referenced project.

The undersigned further certifies that all payments due have been made on equipment in use on the project, including that on rental and on lease purchase agreements.

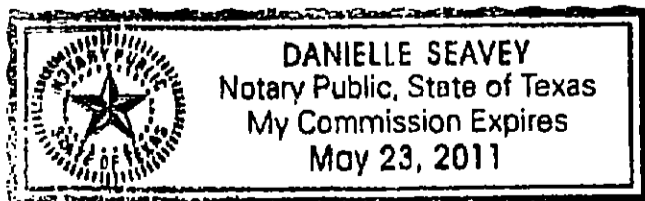
The undersigned hereby, in consideration of the premises and the payment above mentioned, waives, releases and quitclaims any right of lien which the undersigned may have, or have had, or have in and by virtue of the Mechanic's and Materialmen's Lien Laws of the State of Texas, on account of material furnished or labor performed, or both by the undersigned, our agents, subcontractors, or employees, to the full extent of this payment, and all previous payments; but it is understood that this instrument does not include any waiver or lien rights for unpaid balances for incomplete portions of the work or future materials furnished.

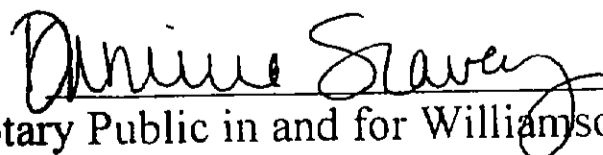
It is understood that this payment is not to be construed as an acceptance by the owner of any portion of the work performed or materials furnished on said project situated at 8101 FM 969, Precinct 1, Austin, Texas.

Contractor: Trimbuilt Construction, Inc.

By: 

Sworn to and subscribed before me, this 2nd day of December., 2008




Notary Public in and for Williamson County, Texas

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session December 16, 2008 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe
President

Requested Text: 1. Consider and take appropriate action to approve resolution authorizing sale of the mortgage-backed securities securing the Corporation's Single Family Mortgage Revenue Bonds Series 2006A (AMT); approving the form and substance of a Purchase Agreement and the discharge of the related Indentures; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of the Resolution; and containing other provisions relating thereto.

2. Consider and take appropriate action to approve resolution authorizing sale of the mortgage-backed securities securing the Corporation's Single Family Mortgage Revenue Bonds Series 2007A (AMT); approving the form and substance of a Purchase Agreement and the discharge of the related Indentures; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of the Resolution; and containing other provisions relating 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 (473-9405)
- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
DECEMBER 16 2008



**NAMAN HOWELL
SMITH & LEE**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

MEMORANDUM

from

William C. Blount

(512) 479-0300

Fax (512) 474-1901

E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Housing Finance Corporation

DATE: December 11, 2008

RE: Transactions involving Corporation's Single Family Mortgage Revenue Bonds, Series 2006A and 2007A (the "Bonds")

Agenda Date: December 16, 2008

Morgan Keegan & Co. has presented a potential opportunity to the Corporation related to the outstanding Bonds. Harvey Davis, Ladd Pattillo Bob Dransfield and I have discussed this proposal with Mark O'Brien and others at Morgan Keegan and, we believe the timing is right to bring the opportunity to you to determine if you would like to take advantage of it.

As you may recall, the Bonds are collateralized by Fannie Mae, Freddie Mac and Ginnie Mae Certificates. Because of the recent events in the capital markets, an unusual opportunity has arisen. The Bonds, even though collateralized by the Certificates, are trading at a substantially lower price than the Certificates (there is a market to buy and sell these Certificates, just as there is a market to buy and sell the Bonds). As an example, holders of bonds similar to the Bonds have agreed to sell their bonds in the range of approximately 91-93% of the principal amount of the bonds. Similar certificates have been trading in the range of 95-97% of the principal amount.

This difference in the current market values of these assets creates an opportunity for the Corporation. If the Corporation can simultaneously purchase the Bonds for 91-93%, sell the Certificates at 95-97% and then retire the Bonds, the Corporation can keep the difference after transaction costs. The outstanding principal amount of the 2006A Bonds is approximately \$14,100,000. After transaction costs, it is estimated that the Corporation would probably receive \$250,000 - \$400,000.

The Corporation would give up future issuer fees and a small residual on the Bonds, the present value of which has been calculated by Morgan Keegan to be approximately \$50,000 for the 2006A Bonds. So, on a present value basis, this would be a favorable transaction for the

Corporation. There would be no affect to the homeowners who purchased homes through the program.

The Corporation can proceed with this transaction on the 2006A Bonds immediately but will have to wait until after the program has terminated on the 2007A Bonds, which will occur in January.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Harvey Davis
Ladd Pattillo
Mark O'Brien
Bob Dransfield

CERTIFICATE FOR RESOLUTION

I, the undersigned officer of Travis County Housing Finance Corporation (the "Corporation"), do hereby make and execute this certificate for the benefit of all persons interested in the validity of all actions and proceedings of the Corporation. I do hereby certify as follows:

1. I am the duly chosen, qualified and acting officer of the Corporation for the office shown beneath my signature and, in such capacity, I am familiar with the matters contained in this Certificate, and I am authorized to make, execute and deliver this Certificate.

2. The Board of Directors of the Corporation (the "Board") convened a meeting on December 16, 2008, and the roll was called of the duly constituted members of the Board to-wit:

Samuel T. Biscoe
Sarah Eckhardt
Margaret Gomez
Gerald Daugherty
Ron Davis

President and Director
Vice President and Director
Secretary and Director
Treasurer and Director
Assistant Secretary and Director

and all of said persons were present except Directors _____, thus constituting a quorum.

Whereupon, among other business the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING SALE OF THE MORTGAGE-BACKED SECURITIES SECURING THE CORPORATION'S SINGLE FAMILY MORTGAGE REVENUE BONDS SERIES 2006A (AMT); APPROVING THE FORM AND SUBSTANCE OF A PURCHASE AGREEMENT AND THE DISCHARGE OF THE RELATED INDENTURE; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

was introduced for the consideration of said Board. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following votes:

AYES: _____ NAYS: _____ ABSTENTIONS: _____

3. The attached and following is a true, correct and complete copy of said Resolution; the original of said Resolution, together with all exhibits thereto, are on file in the official records of the Corporation; and said Resolution has not been amended, and is in full force and effect.

4. The persons named in the above and foregoing paragraph 2 were the fully qualified and acting members of the Board of Directors of the Corporation.

5. Each of the officers and members of the Board was duly and sufficiently notified officially, of the date, hour, place and subject of such meeting of the Board, and that the Resolution would be introduced and considered for passage at such meeting all in accordance with the Bylaws of the Corporation.

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WITNESS MY HAND, to be effective on the 16th day of December, 2008.

TRAVIS COUNTY HOUSING FINANCE
CORPORATION

By: _____
Name: _____
Title: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

RESOLUTION AUTHORIZING THE SALE OF THE MORTGAGE-BACKED SECURITIES SECURING THE CORPORATION'S SINGLE FAMILY MORTGAGE REVENUE BONDS SERIES 2006A (AMT); APPROVING THE FORM AND SUBSTANCE OF A PURCHASE AGREEMENT AND THE DISCHARGE OF THE RELATED INDENTURE; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford; and

WHEREAS, the Corporation issued, \$15,000,000 in original aggregate principal amount of its Single Family Mortgage Revenue Bonds (Mortgage-Backed Securities Program) Series 2006 (AMT) (the "Bonds") pursuant to and in accordance with the terms of a Trust Indenture, dated as April 1, 2006 (the "Indenture"), between the Corporation and Wells Fargo Bank, as trustee (the "Trustee"), all in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, proceeds of the Bonds were used to purchase certain Governmental National Mortgage Association fully modified mortgage-backed pass-through certificates ("GNMA Certificates"), and single pool, mortgage-backed securities issued by the Federal National Mortgage Association ("Fannie Mae Certificates") (collectively, the "Certificates"); and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined that it is in the best interests of the Corporation to direct the sale of the Certificates provided that the proceeds of such sale are sufficiently more, in the determination of the manager of the Corporation (who will consult with the Corporation's president and financial advisor to make such determination), than the amount required to fund (i) the costs and expenses associated with the actions set forth in this Resolution and (ii) the purchase of the Bonds by the Corporation pursuant to the terms of a Purchase Agreement dated as of December __, 2008 (the "Purchase Agreement") between the Corporation and Morgan Keegan & Company; and

WHEREAS, the Board has determined that it is in the best interests of the Corporation to direct the Trustee to cancel all such purchased Bonds and discharge the Indenture; and

WHEREAS, the Board has examined proposed form of Purchase Agreement, which is presented with and constitutes a part of this Resolution; has found the form and substance of such document to be satisfactory and proper; and has determined to authorize the sale of the Certificates, the execution and delivery of the Purchase Agreement and the taking of such other actions as may be necessary or convenient to further carry out the purposes of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION THAT:

Section 1. Sale of the Certificates. Sale of the Corporation's right title and interest in the Certificates is hereby authorized and approved.

Section 2. Approval, Execution and Delivery of the Purchase Agreement. Subject to the proceeds from the sale of the Certificates being in an amount that is sufficiently more, in the determination of the manager of the Corporation (who will consult with the Corporation's president and financial advisor to make such determination), than the amount required to fund (i) the costs and expenses associated with the actions set forth in this Resolution and (ii) the purchase of the Bonds as set forth in the Purchase Agreement, the purchase of the Bonds by the Corporation, upon the terms and conditions set forth in the Purchase Agreement, are hereby approved, the form and substance of the Purchase Agreement are hereby approved, and officers of the Corporation are each hereby authorized to execute and attest the Purchase Agreement and to deliver the Purchase Agreement.

Section 3. Execution and Delivery of Other Documents. The officers of the Corporation are each hereby authorized to execute and attest to such other agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 4. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the officers of the Corporation are each hereby authorized to make or approve such revisions in the form of the documents approved hereby as, in the opinion of counsel to the Corporation or Bond Counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; approval of such changes by the Corporation shall be indicated by such officer's execution of the documents.

Section 5. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND APPROVED the 16th day of December, 2008.

TRAVIS COUNTY HOUSING
FINANCE CORPORATION

By

Name: _____

Title: _____

DIRECTION OF CORPORATION

Wells Fargo Bank, National Association is acting as trustee (the "Trustee") under a Trust Indenture dated as of April 1, 2006 (the "Indenture"), by and between Travis County Housing Finance Corporation (the "Corporation") and the Trustee, entered into with respect to the Corporation's Single Family Mortgage Revenue Bonds (Mortgage-Backed Securities Program) Series 2006 (AMT) (the "Bonds"). Terms not otherwise defined herein shall have the meaning set forth in the Indenture and the Purchase Agreement dated as of December __, 2008, between the Corporation and Morgan Keegan & Company ("Morgan Keegan").

The Corporation hereby directs the Trustee to take the following actions with respect to the Bonds on December __, 2008:

1. Sell the 2006A Certificates, pay the related Sales Price to Morgan Keegan from the proceeds of the sale of the Series 2006A Certificates, transfer the outstanding Series 2006A Bonds to the Corporation and cancel such Series 2006A Bonds.
2. Upon cancellation of such Bonds discharge the Indenture.
3. Open a trust account in the name of the Corporation and transfer all amounts on deposit in the Rebate Fund to such account. [In addition, deposit \$_____ from the proceeds of the sale of the Certificates into such account.] The Corporation will direct the disposition of such funds at the time the final rebate report is prepared.
4. Distribute the remaining proceeds from the sale of the Certificates to the persons and in the amounts set forth in Exhibit A.

[Signature pages follow]

DATED this 16th day of December, 2008.

TRAVIS COUNTY HOUSING FINANCE
CORPORATION

By: _____
Samuel T. Biscoe, President

[Signature Page to Direction of Corporation]

Receipt, acceptance and approval of the foregoing are hereby acknowledged.

Wells Fargo Bank, National Association

By: _____
Authorized Officer

[Signature Page to Direction of Corporation]

PURCHASE AGREEMENT

TRAVIS COUNTY HOUSING FINANCE CORPORATION (the "Purchaser") hereby agrees to purchase the below referenced bonds (the "Bonds") as follows:

1. **Bonds:** \$ _____ current outstanding principal balance of Travis County Housing Finance Corporation Single Family Mortgage Revenue Bonds, Series 2006A (AMT), dated 4/4/06, CUSIP _____

2. **Seller:** MORGAN KEEGAN AND COMPANY, INC.

3. **Sale Date:** 12/___/08

4. **Settlement Date:** 12/___/08.

5. **Sale Price:** _____% of the current balance of the Bonds, plus accrued interest to the Settlement Date

6. **Conditions to Sale:** The undersigned Purchaser hereby agrees to purchase the Bonds, and the Seller hereby agrees to sell the Bonds, on the Settlement Date at the Sale Price; *provided, however,* that the agreement to such purchase of the Bonds is conditioned upon the Purchaser's receipt on the Settlement Date of: (i) the proceeds of the sale of the mortgage backed securities collateral securing the Bonds in an amount sufficient to pay the Sale Price of the Bonds and all related expenses of the purchase of the Bonds and discharge of the related Indenture, (ii) all of the Bonds in such issue presented for purchase, and (iii) an opinion of counsel providing that the sale of the mortgage backed securities and the related purchase of the Bonds and discharge of the Indenture will not adversely affect the tax-exempt status of the Bonds; *provided further,* that the Seller's obligations hereunder are conditioned on the proceeds of such sale to the Seller being sufficiently more, in the determination of the manager of the Corporation, than the amount required to fund (i) the costs and expenses associated with the transactions described herein and (ii) the Sale Price.

Purchaser:

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____

(Name & Title)

Date: December ___, 2008

SELLER:

MORGAN KEEGAN & COMPANY, INC.

By: _____

(Name & Title)

Date: December __, 2008

PURCHASE AGREEMENT

TRAVIS COUNTY HOUSING FINANCE CORPORATION (the "Purchaser") hereby agrees to purchase the below referenced bonds (the "Bonds") as follows:

1. **Bonds:** \$ _____ current outstanding principal balance of Travis County Housing Finance Corporation Single Family Mortgage Revenue Bonds, Series 2007A (AMT), dated __/__/07, CUSIP _____

2. **Seller:** MORGAN KEEGAN AND COMPANY, INC.

3. **Sale Date:** 12/__/08

4. **Settlement Date:** 12/__/08.

5. **Sale Price:** _____% of the current balance of the Bonds, plus accrued interest to the Settlement Date

6. **Conditions to Sale:** The undersigned Purchaser hereby agrees to purchase the Bonds, and the Seller hereby agrees to sell the Bonds, on the Settlement Date at the Sale Price; *provided, however,* that the agreement to such purchase of the Bonds is conditioned upon the Purchaser's receipt on the Settlement Date of: (i) the proceeds of the sale of the mortgage backed securities collateral securing the Bonds in an amount sufficient to pay the Sale Price of the Bonds and all related expenses of the purchase of the Bonds and discharge of the related Indenture, (ii) all of the Bonds in such issue presented for purchase, and (iii) an opinion of counsel providing that the sale of the mortgage backed securities and the related purchase of the Bonds and discharge of the Indenture will not adversely affect the tax-exempt status of the Bonds; *provided further,* that the Seller's obligations hereunder are conditioned on the proceeds of such sale to the Seller being sufficiently more, in the determination of the manager of the Corporation, than the amount required to fund (i) the costs and expenses associated with the transactions described herein and (ii) the Sale Price.

Purchaser:

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____

(Name & Title)

Date: December __, 2008

SELLER:

MORGAN KEEGAN & COMPANY, INC.

By: _____

(Name & Title)

Date: December __, 2008

DIRECTION OF CORPORATION

Wells Fargo Bank, National Association is acting as trustee (the "Trustee") under a Trust Indenture dated as of _____ 1, 2007 (the "Indenture"), by and between Travis County Housing Finance Corporation (the "Corporation") and the Trustee, entered into with respect to the Corporation's Single Family Mortgage Revenue Bonds (Mortgage-Backed Securities Program) Series 2007A (AMT) (the "Bonds"). Terms not otherwise defined herein shall have the meaning set forth in the Indenture and the Purchase Agreement dated as of December __, 2008, between the Corporation and Morgan Keegan & Company ("Morgan Keegan").

The Corporation hereby directs the Trustee to take the following actions with respect to the Bonds on December __, 2008:

1. Sell the 2007A Certificates, pay the related Sales Price to Morgan Keegan from the proceeds of the sale of the Series 2007A Certificates, transfer the outstanding Series 2007A Bonds to the Corporation and cancel such Series 2007A Bonds.
2. Upon cancellation of such Bonds discharge the Indenture.
3. Open a trust account in the name of the Corporation and transfer all amounts on deposit in the Rebate Fund to such account. [In addition, deposit \$_____ from the proceeds of the sale of the Certificates into such account.] The Corporation will direct the disposition of such funds at the time the final rebate report is prepared.
4. Distribute the remaining proceeds from the sale of the Certificates to the persons and in the amounts set forth in Exhibit A.

[Signature pages follow]

DATED this 16th day of December, 2008.

TRAVIS COUNTY HOUSING FINANCE
CORPORATION

By: _____
Samuel T. Biscoe, President

[Signature Page to Direction of Corporation]

Receipt, acceptance and approval of the foregoing are hereby acknowledged.

Wells Fargo Bank, National Association

By: _____
Authorized Officer

[Signature Page to Direction of Corporation]

CERTIFICATE FOR RESOLUTION

I, the undersigned officer of Travis County Housing Finance Corporation (the "Corporation"), do hereby make and execute this certificate for the benefit of all persons interested in the validity of all actions and proceedings of the Corporation. I do hereby certify as follows:

1. I am the duly chosen, qualified and acting officer of the Corporation for the office shown beneath my signature and, in such capacity, I am familiar with the matters contained in this Certificate, and I am authorized to make, execute and deliver this Certificate.

2. The Board of Directors of the Corporation (the "Board") convened a meeting on December 16, 2008, and the roll was called of the duly constituted members of the Board to-wit:

Samuel T. Biscoe	President and Director
Sarah Eckhardt	Vice President and Director
Margaret Gomez	Secretary and Director
Gerald Daugherty	Treasurer and Director
Ron Davis	Assistant Secretary and Director

and all of said persons were present except Directors _____, thus constituting a quorum.

Whereupon, among other business the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING SALE OF THE MORTGAGE-BACKED SECURITIES SECURING THE CORPORATION'S SINGLE FAMILY MORTGAGE REVENUE BONDS SERIES 2007A (AMT); APPROVING THE FORM AND SUBSTANCE OF A PURCHASE AGREEMENT AND THE DISCHARGE OF THE RELATED INDENTURE; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

was introduced for the consideration of said Board. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following votes:

AYES: _____ NAYS: _____ ABSTENTIONS: _____

3. The attached and following is a true, correct and complete copy of said Resolution; the original of said Resolution, together with all exhibits thereto, are on file in the official records of the Corporation; and said Resolution has not been amended, and is in full force and effect.

4. The persons named in the above and foregoing paragraph 2 were the fully qualified and acting members of the Board of Directors of the Corporation.

5. Each of the officers and members of the Board was duly and sufficiently notified officially, of the date, hour, place and subject of such meeting of the Board, and that the Resolution would be introduced and considered for passage at such meeting all in accordance with the Bylaws of the Corporation.

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WITNESS MY HAND, to be effective on the 16th day of December, 2008.

TRAVIS COUNTY HOUSING FINANCE
CORPORATION

By: _____
Name: _____
Title: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

RESOLUTION AUTHORIZING THE SALE OF THE MORTGAGE-BACKED SECURITIES SECURING THE CORPORATION'S SINGLE FAMILY MORTGAGE REVENUE BONDS SERIES 2007A (AMT); APPROVING THE FORM AND SUBSTANCE OF A PURCHASE AGREEMENT AND THE DISCHARGE OF THE RELATED INDENTURE; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford; and

WHEREAS, the Corporation issued, \$ __,000,000 in original aggregate principal amount of its Single Family Mortgage Revenue Bonds (Mortgage-Backed Securities Program) Series 2007A (AMT) (the "Bonds") pursuant to and in accordance with the terms of a Trust Indenture, dated as July 1, 2007 (the "Indenture"), between the Corporation and Wells Fargo Bank, as trustee (the "Trustee"), all in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, proceeds of the Bonds were used to purchase certain Governmental National Mortgage Association fully modified mortgage-backed pass-through certificates ("GNMA Certificates"), and single pool, mortgage-backed securities issued by the Federal National Mortgage Association ("Fannie Mae Certificates") (collectively, the "Certificates"); and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined that it is in the best interests of the Corporation to direct the sale of the Certificates provided that the proceeds of such sale are sufficiently more, in the determination of the manager of the Corporation (who will consult with the Corporation's president and financial advisor to make such determination), than the amount required to fund (i) the costs and expenses associated with the actions set forth in this Resolution and (ii) the purchase of the Bonds by the Corporation pursuant to the terms of a Purchase Agreement dated as of December __, 2008 (the "Purchase Agreement") between the Corporation and Morgan Keegan & Company; and

WHEREAS, the Board has determined that it is in the best interests of the Corporation to direct the Trustee to cancel all such purchased Bonds and discharge the Indenture; and

WHEREAS, the Board has examined proposed form of Purchase Agreement, which is presented with and constitutes a part of this Resolution; has found the form and substance of such document to be satisfactory and proper; and has determined to authorize the sale of the Certificates, the execution and delivery of the Purchase Agreement and the taking of such other actions as may be necessary or convenient to further carry out the purposes of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION THAT:

Section 1. Sale of the Certificates. Sale of the Corporation's right title and interest in the Certificates is hereby authorized and approved.

Section 2. Approval, Execution and Delivery of the Purchase Agreement. Subject to the proceeds from the sale of the Certificates being in an amount that is sufficiently more, in the determination of the manager of the Corporation (who will consult with the Corporation's president and financial advisor to make such determination), than the amount required to fund (i) the costs and expenses associated with the actions set forth in this Resolution and (ii) the purchase of the Bonds as set forth in the Purchase Agreement, the purchase of the Bonds by the Corporation, upon the terms and conditions set forth in the Purchase Agreement, are hereby approved, the form and substance of the Purchase Agreement are hereby approved, and officers of the Corporation are each hereby authorized to execute and attest the Purchase Agreement and to deliver the Purchase Agreement.

Section 3. Execution and Delivery of Other Documents. The officers of the Corporation are each hereby authorized to execute and attest to such other agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 4. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the officers of the Corporation are each hereby authorized to make or approve such revisions in the form of the documents approved hereby as, in the opinion of counsel to the Corporation or Bond Counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; approval of such changes by the Corporation shall be indicated by such officer's execution of the documents.

Section 5. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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PASSED AND APPROVED the 16th day of December, 2008.

TRAVIS COUNTY HOUSING
FINANCE CORPORATION

By

Name: _____

Title: _____