

VOTING SESSION

June 2, 2009

CLERK

~~1~~ / # 11

Travis County Commissioners Court Agenda Request

Voting Session 4/28/09 6/2/09
(Date)

Work Session _____
(Date)

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

Consider and take appropriate action on:

A. Approve setting a public hearing date for June 2, 2009, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lots 38 & 40, Block D, Belvedere Phase 1 Subdivision. (Revised Plat – 2 Lots – 2.538 acres – Carlton Ridge Cove – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

B. Approved by:

Commissioner Karen Huber, Precinct Three

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

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

III. Required Authorizations: Please check if applicable:

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

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.

Last Updated 5-28-08 at 3:21pm



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

ADDENDUM TO BACK-UP MEMORANDUM

Agenda Item ___

May 13, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Revised Plat of Lots 38 & 40, Block D, Belvedere Subdivision, Phase 1
Precinct Three

SUMMARY AND STAFF RECOMMENDATION:

The property owner of Lots 38 & 40 wishes to relocate the common lot line of the two lots (Lot 38A at 1.36 acres and Lot 40A at 1.17 acres) 30 feet north to better accommodate yards for both lots. The lots are platted from Carlton Ridge Cove and Flagler Drive, respectively, and there are no new public or private streets proposed with this revised plat. Parkland dedication or fees in lieu of dedication are not required for this revised plat as it does not increase density.

As this plat application meets all Travis County standards, TNR staff recommends approval of the revised plat.

ISSUES AND OPPORTUNITIES:

As part of the requirements for a plat revision, a notice of public hearing sign was placed on the subject property on April 24, 2009. As of this date, staff has received one phone call from an adjacent property owner who informed staff the sign was in an incorrect location. The sign was relocated in front of the lots included in the revised plat and since the initial contact, staff has not received any inquiries from adjacent property owners.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location Map

Precinct Map

Existing Plat

Proposed Revised Plat

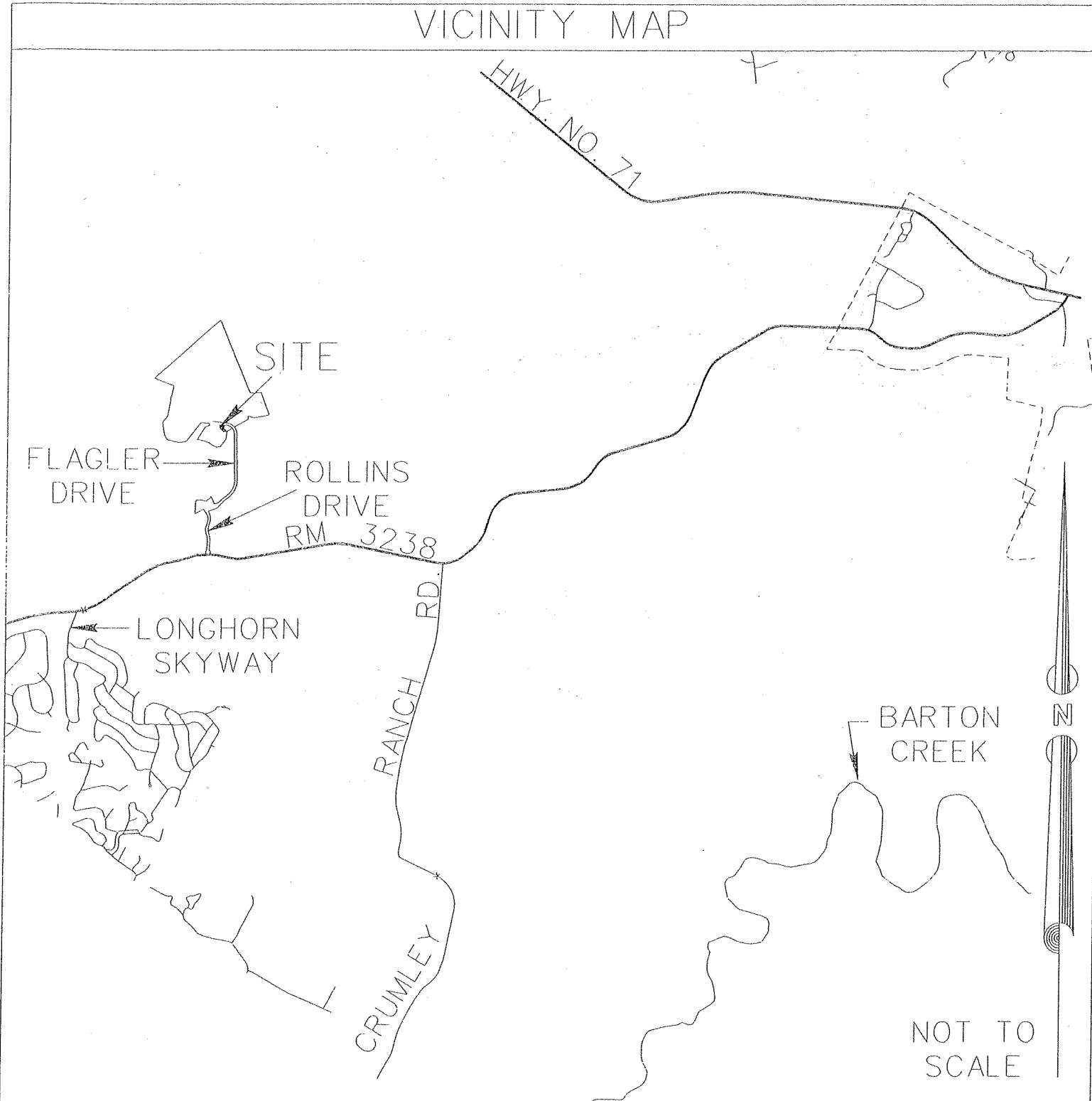
Affidavit of sign posting

Photograph of public notice sign

AMB: mph

1105

VICINITY MAP



NOT TO
SCALE

Burnet

Williamson

Blanco

RM 1431

FM 2322

FM 2769

FM 620

RM 2222

SH 71 W

Hamilton Pool Rd

FM 2244

Belvedere

Wase

FM 3238

Precinct 3

Bee Caves Rd

FM 12

Southwest Pkwy

US HWY 290 E

Hays

FM 1826

Mancha La Rd

Slasney La

William Cannon Dr

SH 45

MOPAC (LOOP 1)

Slaughter La

Congress Av


FM 1626



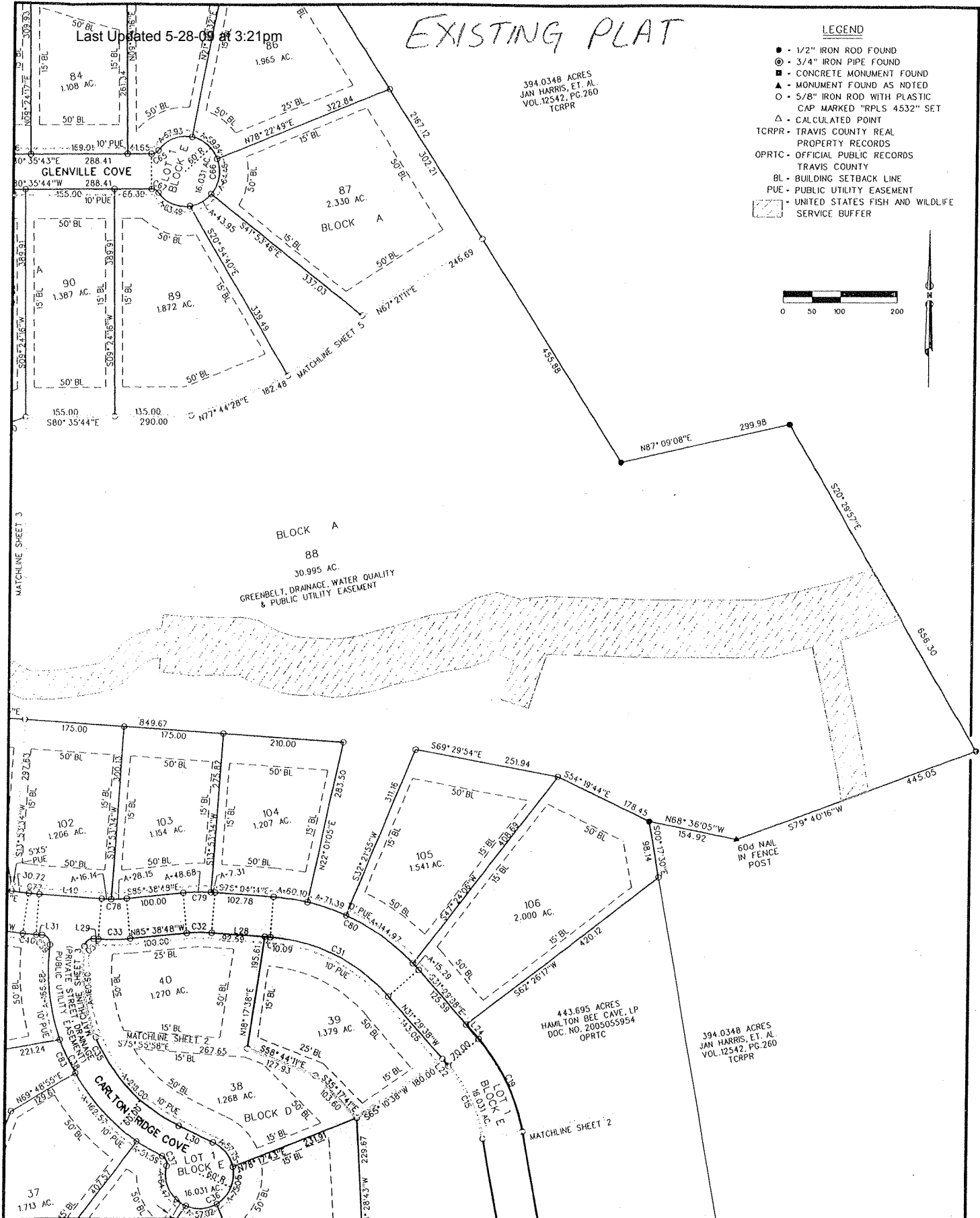
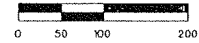
EXISTING PLAT

Last Updated 5-28-09 at 3:21pm

LEGEND

- - 1/2" IRON ROD FOUND
- ⊙ - 3/4" IRON PIPE FOUND
- - CONCRETE MONUMENT FOUND
- ▲ - MONUMENT FOUND AS NOTED
- - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- △ - CALCULATED POINT
- TCRPR - TRAVIS COUNTY REAL PROPERTY RECORDS
- OPRTC - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- BL - BUILDING SETBACK LINE
- PUE - PUBLIC UTILITY EASEMENT
-  UNITED STATES FISH AND WILDLIFE SERVICE BUFFER

394.0348 ACRES
JAN HARRIS, ET. AL.
VOL.12542, PG.260
TCRPR



**BELVEDERE
PHASE 1**

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9398
FAX (512) 301-9395
bramsey@lrsurveying.com

DRAWN BY	CSB
CHECKED	BR
DATE	06-05-03
PROJECT NO.	730-04
DRAWING NO.	730-01
SHEET NO.	4 OF 7
FILENAME	730BELVEDERE.DGN

NO	REVISIONS	DRN	CHK	DATE

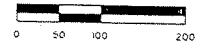
PROPOSED REVISED PLAT

Last Updated 5-28-09 at 3:21pm

LINE	DIRECTION	DISTANCE
L1	N54°46'51"W	66.56
L2	S76°04'14"E	8.93

LEGEND

- 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- OPRCT - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- BL - BUILDING SETBACK LINE
- PUE - PUBLIC UTILITY EASEMENT



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	57.75	55°09'05"	60.00	N30°17'51"W	55.55
C2	376.60	72°18'24"	300.00	N18°41'58"W	353.97
C3	22.64	86°28'31"	15.00	N60°41'30"E	20.55
C4	55.99	09°34'34"	335.00	S80°51'31"E	55.92
C5	44.29	09°34'34"	265.00	S80°51'31"E	44.24
C6	218.00	41°38'03"	300.00	N34°02'08"W	213.23
C7	160.60	130°40'21"	300.00	N02°07'04"E	158.69

THE STATE OF TEXAS
 COUNTY OF TRAVIS
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ 200__ A.D. BY DOUG CONNOLLY, PRESIDENT OF DOUG CONNOLLY BUILDER, LTD. A TEXAS LIMITED COMPANY ON BEHALF OF SAID ENTITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 200__ A.D.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

PRINT OR TYPE NOTARY'S NAME:

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

THAT WE DOUG CONNOLLY BUILDER, LTD. ACTING HEREBY BY AND THROUGH DOUG CONNOLLY, ITS PRESIDENT, BEING THE OWNERS OF THAT CERTAIN 2.538 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS BEING ALL OF LOT 38 AND LOT 40, BLOCK D, BELVEDERE PHASE 1, A SUBDIVISION OF TRAVIS COUNTY, TEXAS WHOSE PLAT IS RECORDED IN DOCUMENT NO. 200600055 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID LOT 38 HAVING BEEN CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2006189739 AND SAID LOT 40 HAVING BEEN CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2006246369 BOTH OF THE SAID OFFICIAL PUBLIC RECORDS DO HEREBY AMEND SAID LOT 38 AND LOT 40, BLOCK D FOR THE SOLE PURPOSE OF RELOCATING THE COMMON LOT LINE PURSUANT TO CHAPTER 232.009 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "REVISED PLAT OF LOTS 38 AND 40, BLOCK D, BELVEDERE PHASE 1", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS AS SHOWN HEREON UNLESS OTHERWISE INDICATED AND DO HEREBY DEDICATE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION THE PRIVATE STREETS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS (ROLLINS DRIVE, FLAGLER DRIVE, LYNCHBURG DRIVE, CARLTON RIDGE COVE, MAGNOLIA RIDGE COVE AND GLENVILLE COVE) ARE THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2006022950, OF THE SAID OFFICIAL PUBLIC RECORDS, AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

"NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 48453C0395H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008."

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

WILLIAM H. RAMSEY DATE _____
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
 RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE : (512) 301-9398 FAX : (512) 301-9395

IN WITNESS WHEREOF, DOUG CONNOLLY BUILDER, LTD. HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR PRESIDENT, DOUG CONNOLLY THIS THE _____ DAY OF _____ 200__ A.D.

DOUG CONNOLLY BUILDER, LTD.
 A TEXAS LIMITED COMPANY

BY:

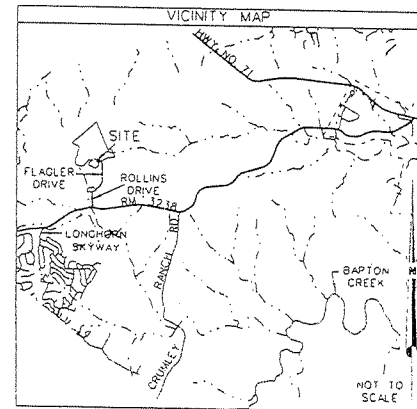
DOUG CONNOLLY, PRESIDENT
 8025 CARLTON RIDGE COVE
 AUSTIN, TEXAS 78738

LOT TABLE

LOT NO.	ACREAGE
38A	1.360 AC.
40A	1.178 AC.
TOTAL LOTS 2	TOTAL AREA 2.538 AC.

GENERAL NOTES:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
- NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY.
- PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- LOT 88, BLOCK A IS DESIGNATED "COMMON AREA" AND IS OWNED AND MAINTAINED AS COMMON AREA BY THE HOMEOWNER'S ASSOCIATION SEE DOCUMENT NUMBER 2006022952 TRAVIS COUNTY PROPERTY RECORDS.
- TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
- WATER SERVICE TO BE PROVIDED BY LOWER COLORADO RIVER AUTHORITY OR STATE APPROVED WATER SYSTEM.
- WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
- ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
- TELEPHONE SERVICE TO BE PROVIDED BY SBC.
- PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
- OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN (15%).
- ALL ROADWAYS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THE 0.85 ACRE PARKLAND REQUIREMENT WILL BE MET WITH A COMBINATION OF PARKLAND FEES AND 50 PERCENT CREDIT FOR THE PRIVATE GREENBELT AND AMENITY LOTS.
- LOT 1, BLOCK "D" TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.



NO.	REVISIONS	DRN	CHK	DATE

RAMSEY LAND SURVEYING, L.L.C.
 8718 SOUTHWEST PARKWAY
 P.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 brams@rsls.com

REVISED PLAT OF
 LOTS 38 AND 40, BLOCK D,
 BELVEDERE, PHASE 1

DRAWN BY	CAR
CHECKED	JBR
DATE	07-30-08
PROJECT NO	1102-04
DRAWING NO	1102.01
SHEET NO.	1 OF 2
FILENAME	1102138&40FPA.DGN



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESSELMAN, 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 a revised plat sign was posted on April 24, 2009, at a point as near as practical to the area being revised, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 24th DAY OF April, 2009.


SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: Supervisor

cc: Garcia (sign shop)

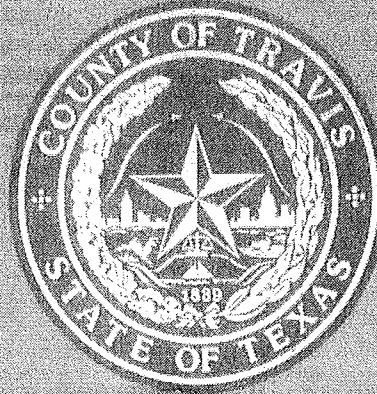
M:\PERMITS\SUBDIVN\Subdivision Review\Belvedere Ph 1 Lots 38 & 40 Amended\Work Request for Sign Posting dc



**NOTICE OF
PUBLIC HEARING**
ON JUNE 2, 2009 AT 9:00 AM
REVISED PLAT

REVISED PLAT OF LOTS 38 & 39
BLOCK 9, BELVEDERE SUBDIVISION
PHASE 1 TO RELOCATE A LOT LINE
PRECINCT 3

AT THE TRAVIS COUNTY
COMMISSIONERS' COURTROOM
504 WEST 2ND STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL 512-752-2222



NOTICE OF PUBLIC HEARING

**ON JUNE 2, 2009 AT 9:00 AM
REVISED PLAT**

**REVISED PLAT OF LOTS 38 & 40,
BLOCK D, BELVEDERE SUBDIVISION
PHASE 1, TO RELOCATE A LOT LINE,
PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL. 854-7563**

21-1-199A

Travis County Commissioners Court Agenda Request

Meeting Date: June 2, 2009

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

B. Specific Agenda Language:

APPROVE PROCLAMATION RECOGNIZING THE FIRST GRADUATING CLASS OF THE NEW TECH ACADEMY AT AKINS HIGH SCHOOL

C. Sponsor: Judge Biscoe
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.

Travis County Commissioners Court Agenda Request

Meeting Date: June 2, 2009

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

B. Specific Agenda Language:

Approve Proclamation to congratulate Any Baby Can and acknowledge 30 years of life changing and empowering services to families in our community.

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.

Any Baby Can – Ellie Haggerty – 439-3256	

RECEIVED
COUNTY JUDGE'S OFFICE
06/01/20 AM 11:39

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)

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

WHEREAS, Any Baby Can is a provider of valuable resources bringing help and hope to our community's youngest, sickest and poorest children and their families,

WHEREAS, The agency originated in 1979 as CEDEN Family Resource Center and through the years has strengthened through mergers with Any Baby Can of Austin in 2000, Candlelighters Childhood Cancer Foundation in 2003, and Children's Hearing Aid Texas in 2008,

WHEREAS, Any Baby Can offers a continuum of services ranging from literacy classes to medical case management, helping to provide comprehensive care that meets each family where they are. They maintain a passion for families today and thrive under the belief that all children can reach their potential through education, therapy and family support services,

WHEREAS, For the Central Texas community, Any Baby Can has become the leading resource for children in need, providing life changing services and empowering families, which builds a brighter future for us all; and

WHEREAS, Any Baby Can celebrates 30 years of service becoming the leading resource for children in need, providing life changing services and empowering families to build a brighter tomorrow.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY CONGRATULATE ANY BABY CAN FOR 30 YEARS OF TREMENDOUS LIFE CHANGING AND EMPOWERING SERVICES IT BRINGS TO THE FAMILIES OF THIS COMMUNITY.

SIGNED AND ENTERED ON THE ____ DAY OF JUNE 2009.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

4

Travis County Commissioners Court Agenda Request

Voting Session June 2, 2009 Work Session _____
(Date) (Date)

I. A. Request made by Margaret J Gomez Phone: 854-9444

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

APPROVE RESOLUTION HONORING FATHER JOHN KORCSMAR FOR HIS SERVICE TO THE DIOCESE OF AUSTIN AND THE RESIDENTS OF THE CENTRAL TEXAS AREA.

by: 
Signature of Commissioner(s) or County Judge

RECEIVED
COUNTY JUDGES OFFICE
09 MAY 26 AM 9:08

II. A. Backup memorandum and exhibits should be attached and submitted with this
III. 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 (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

Travis County Commissioners Court Agenda Request

Voting Session June 2, 2009
(Date)

Work Session _____
(Date)

I. Request

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

B. Requested text:

Approve proclamation recognizing June 1, 2009 through June 7, 2009 as "National Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Awareness Week" in Travis County.

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

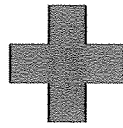
- _____ **Planning and Budget Office (854-9106)**
- X **Human Resources Management Department (854-9165)**
- _____ **Purchasing Office (854-9700)**
- _____ **County Attorney Office (854-9415)**

Attachment 1- Proclamation
 Attachment 2- Joint notice from the American Heart Association, the American Red Cross, and the National Safety Council.

RECEIVED
COUNTY JUDGE'S OFFICE
MAY 26 AM 11:40



American Heart Association | American Stroke Association
Learn and Live



American Red Cross



**National CPR/AED Awareness Week
June 1 – June 7, 2008**

What can you do to help promote the week?

The American Heart Association, American Red Cross, and National Safety Council will be hosting a number of educational and training opportunities during National CPR/AED Awareness Week. We ask that you consider promoting and, possibly, participating in these local events.

For Example:

- Attend a training event in your Congressional district (*state*).
- Support this week in a floor statement.
- Alert your constituents of the week through your website, newsletters, etc, and provide links to the training services and awareness activities in your district (*state*).
 - American Heart Association will conduct training and awareness activities throughout its chapters in all 50 states.
 - The American Red Cross will promote its CPR/AED online tutorial and conduct more than 50 mass CPR/AED training events throughout the country.
 - The National Safety Council will offer free access to its online 4-hour First Aid/CPR/AED course throughout the week and promote training through its nationwide chapter network.
- Issue a news release recognizing the importance of becoming trained in how to perform CPR and use an AED.
- Cosponsor legislation or support funding for programs that promote CPR and AED training.
- For additional assistance please contact:

American Heart Association:	Lea Fisher Government Relations Manager lea.fisher@heart.org 202-785-7913	Aaron Tallent Communications Manager aaron.tallent@heart.org 202-785-7946
-----------------------------	--	---

The American Red Cross:	Dawn Latham Senior Policy Advisor LathamD@usa.redcross.org 202-303-4219
-------------------------	--

National Safety Council:	Luke George Government Relations Manager georgel@nsc.org 202-974-2480	Meredith Morris Communications Manager morrism@nsc.org 630-775-2401
--------------------------	---	---

DRAFT

WHEREAS, heart disease remains the leading cause of death in the United States, and approximately 325,000 people die annually outside of a hospital due to sudden cardiac arrest;

WHEREAS, approximately 95 percent of sudden cardiac arrest victims die before arriving at the hospital;

WHEREAS, effective bystander Cardiopulmonary Resuscitation (CPR), provided immediately after sudden cardiac arrest, can double or triple a victim's chance of survival;

WHEREAS, an Automated External Defibrillator (AED), used by a bystander, is easy to operate, safe and highly effective in restoring a normal heart rhythm if used immediately after sudden cardiac arrest;

WHEREAS, in March 2004, the Travis County Commissioners Court established the Travis County Public Access Defibrillator Program through the Human Resources Management Department, Risk Management Division;

WHEREAS, the Travis County Public Access Defibrillator Program has deployed 79 AED's in 53 county buildings and trained over 500 county employees as lay rescuers;

WHEREAS, Travis County departments, such as the Sheriff's Department, Juvenile Probation Department, Transportation and Natural Resources Department, and others, have incorporated CPR and AED training into their Department programs; and

WHEREAS, the President of the United States, the members of the American Heart Association, the American Red Cross and the National Safety Council observe the National CPR and AED Awareness Week, during the first week in June.

NOW; THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court, on behalf of the citizens of Travis County, do hereby proclaim the week of June 1-7, 2009 as

"NATIONAL CPR & AED AWARENESS WEEK IN TRAVIS COUNTY"

We urge every individual to be aware of the AED locations in county buildings and become trained in performing CPR as a vital lifesaving technique.

6

Travis County Commissioners Court Agenda Request

Voting Session June 2, 2009 Work Session _____
(Date) (Date)

- A. Request made by Margaret J. Gómez Phone 854-9444
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text

APPROVE RESOLUTION RECOGNIZING THE 9TH ANNUAL FATHER'S DAY PARADE AND FIESTA SPONSORED BY THE RIVER CITY YOUTH FOUNDATION. (COMMISSIONER GÓMEZ)

by: Margaret J. Gómez
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

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAY 27 PM 3:55



Printed: 5-28-09 at 3:21pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 5/27/09

Voting Session: Tuesday, June 2, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR OFFSET PRINTING PRESS, IFB B090230-DR, TO THE LOW BIDDER, GRAPHIC ASSOCIATES, INC. (RMCR)

Points of Contact:

Purchasing: Donald Rollack

Department: Robert Duke, 854-9104; Steven Broberg, Director, Records Management and Communications Resources, 854-9575

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract will provide an Offset Printing Press for Travis County Print Shop.

IFB B090230-DR was issued April 20, 2009 through Bidsync. Purchasing received three bids.

The department recommends contract award to the low bidder Graphic Associates, Inc.

➤ **Contract Expenditures:** Within the last 10 months \$0.00 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$23,900.00

Contract Type: One Time Purchase

Contract Period:



➤ **Solicitation-Related Information:**

Solicitations Sent: 26

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- *Purchase Requisition in HTE -471930
- *Funding Account(s) 001-5780-821-8001
- Comments:

➤ **Statutory Verification of Funding:**

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

* At least one of these must be included



APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

CVG:DR:dr

Bid #B090230-DR - OFFSET PRINTING PRESS

Creation Date **Apr 9, 2009**

End Date **May 11, 2009 10:00:00 AM CDT**

Start Date **Apr 20, 2009 2:29:32 PM CDT**

Awarded Date **Not Yet Awarded**

B090230-DR-1-01 RYOBI 3200CD OFFSET PRINTING PRESS OR APPROVED EQUAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Graphic Associates, Inc.	First Offer - \$23,900.00	1 / each	\$23,900.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: AB DICK 9920		
Internatonal Paper Co.	Alt 2 - \$28,865.00	1 / each	\$28,865.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Presstek, INC	Alt 2 - \$32,000.00	1 / each	\$32,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Graphic Associates, Inc		\$23,900.00
Bid Contact Pat Pope popegaphassoc@aol.com Ph 214-747-9125	Address 2114 Irving Blvd. Dallas, TX 75207	
Bid Notes AB DICK 9920		
Agency Notes:	Supplier Notes: AB DICK 9920	
Internatonal Paper Co.		\$28,865.00
Bid Contact Charlie Miller Ph 800-292-7850 Fax 800-368-5902	Address XPEDX-DFW Division 610 Airport Blvd Austin, TX 78752	
Agency Notes:	Supplier Notes:	
Presstek, INC		\$32,000.00
Bid Contact - - Ph 841-756-2447 Fax 847-789-8590	Address 201 West Oakton Street Des Plaines, IL 60018	
Bid Notes AB DICK 9920		
Agency Notes:	Supplier Notes: AB DICK 9920	

**



Updated 5-28-09 at 3:21pm

TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Donald Rollack, Purchasing Agent III

FROM: Tom Ashburn, Support Services Manager *[Signature]*

DATE: May 19, 2009

SUBJECT: Recommendation for Award, B090230-DR – Offset Printing Press.

RECEIVED
TRAVIS COUNTY
2009 MAY 19 AM 8:26
PURCHASING
OFFICE

RMCR has reviewed the bids and recommends award to the low bidder Graphic Associates, Inc. The funding for this procurement is budgeted in line item 001-5780-821-8001. The commodity/sub-commodity code associated with this procurement is 645/033. Please reference requisition #464709 in the amount of \$23,900. Thank you for your assistance in this matter.

Fiscal Year 2009

Account Balance Inquiry

09:34:10

Account number
Last Updated 5-28-09 at 3:21pm

1-5780-821.80-01

Fund : 001 GENERAL FUND
 Department : 57 RECORDS MANG & COMM RESRC
 Division : 80 PRINTING
 Activity basic : 82 CAPITAL AQUISITION FUNDS
 Sub activity : 1 GENERAL GOVERNMENT
 Element : 80 CAPITAL EQUIPMENT
 Object : 01 OFFICE EQUIP & FURNITURE

Original budget	38,000	
Revised budget	31,500	05/05/2009
Actual expenditures - current00
Actual expenditures - ytd00
Unposted expenditures00
Encumbered amount00
Unposted encumbrances00
Pre-encumbrance amount	26,865.00	
Total expenditures & encumbrances:	26,865.00	85.3%
Unencumbered balance	4,635.00	14.7

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

Purchase Requisition

Number 0000471930
 Last Updated 5-28-09 at 3:21pm
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : ROUTINE
 By : CATHY DAWKINS/854-9596
 Date : 5/22/09
 Vendor : 74111 GRAPHIC ASSOCIATES INC
 Contract nbr :
 Ship to : G8 REC MGT - PRINT SHOP
 Deliver by date : 5/22/09
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	1.00	EA	AB DICK 9920 OFFSET PRESS GRAPHIC ASSOCIATES INC 2114 IRVING BLVD

Total: 23900.00
F9=Print

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments



TRAVIS COUNTY PURCHASING OFFICE

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

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

8

Approved by: _____

Cyd V. Grimes 5/27/09

Voting Session: Tuesday, June 2, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR COUNTYWIDE FURNITURE, IFB B090199-OJ, TO:

- A. CORPORATE EXPRESS: HON, GLOBAL, AND NATIONAL
- B. KIMBALL OFFICE: KIMBALL
- C. CONVENIENCE OFFICE SUPPLY: MAYLINE (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, John Brady, 854-9586, Dan Mansour, 854-9499, Linda Moore-Smith, 854-9165, Alicia Perez, Exec. Mgr., 854-9342

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

Eight (8) bids were received on April 27, 2009, for the provision of a twelve (12) month term contract for office furniture for County-wide use. Four (4) of the eight bids were rejected due to non-compliance on the terms and conditions of the solicitation. Each of these four bidders was notified of their rejected bid. The Purchasing Office concurs with HRMD's recommendation to award contracts to the following bidders. The recommendations for contract awards are based on the best discount percentages offered off of the Manufacturer Price Lists.

<u>Bidder</u>	<u>Catalog</u>	<u>Discount</u>
1. Corporate Express	HON	56.75%
	Global	52.75%
	National	53.25%
2. Kimball Office	Kimball Office	58%

3. Convenience Office Supply Mayline

52%

Recommend rejection of the following furniture manufacturer bid: Highmark Products. The manufacture product offered by the bidder, Furniture for Business, only offered three (3) chairs which is a very limited option.

➤ **Contract Expenditures:** Within the last 12 months \$634,156.90 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated Requirements, as needed basis

Contract Type: Annual Contract

Contract Period: June 25, 2009 through June 24, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: 24

Responses Received: 8

HUB Information: See Comments

% 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: Please note that one vendor (Convenience Office Supply) being recommended for award, is HUB vendor.

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s) 3001 and 8001

Comments: Funds covering this countywide requirement are budgeted under line items 3001 and 8001 by each County department. Funds will be encumbered at the time of placement of orders.

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



HRMD *Human Resources Management Department*

1010 Lavaca

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

Date: May 20, 2009

To: Lolly Jones - Purchasing *[Signature]*

From: John Brady, Risk & Safety Specialist, Sr., HRMD Risk Mgt. Division

CC: Dan Mansour, Risk & Benefits Manager, HRMD *[Signature]*
Linda Moore-Smith, Director, HRMD *[Signature]*

Subject: Review of Responses to IFB No. B090199-OJ

Risk Management, HRMD has reviewed the above referenced IFB responses with associated contracts and determined that the below bids meet Travis County requirements. We are recommending that contracts be awarded as follows:

Corporate Express - HON, Global and National
Kimball Office Furniture - Kimball
COSA Inc. - Mayline

If there are any questions please contact me at 854-9586.

IFB..... B090199-OJ MBE/WBE
 Last Updated 5-28-09 at 3:21pm
 COMMODITY..... FURNITURE 1 YES
 USING DEPT..... COUNTYWID 2 NO
 BIDS SOLICITED..... 3 NO
 BIDS RECEIVED..... 8 4 YES
 HUBS SOLICITED.....
 HUBS RECEIVED..... 2
 BID EXP DATE.....

BIDDER:
 CONVENIENCE OFFICE INTERIORS
 CORPORATE EXPRESS
 KIMBALL OFFICE
 FURNITURE FOR BUSINESS

LOCATION:
 AUSTIN, TX
 AUSTIN, TX
 ROUND ROCK, TX
 AUSTIN, TX

ITEM NO.	DESCRIPTION	CONVENIENCE OFFICE	CORPORATE EXPRESS	KIMBALL OFFICE	FURNITURE FOR BUSINESS
		BIDDER #1 DISCOUNT	BIDDER #2 DISCOUNT	BIDDER #3 DISCOUNT	BIDDER #4 DISCOUNT
	MANUFACTURER DISCOUNT OFF PRICE LIST:				
1	HON	55%	56.75%		46%
2	GLOBAL	52%	52.75%		
3	MILLER				
4	NATIONAL		53.25%		
5	VIRCO				
6	MAYLINE	52%			
7	KNOLL				
8	HERMAN MILLER				
9	ALLSTEEL		57%		
10	KIMBALL			58%	
11	HIGHMARK				
12	HMU				52%

NOTE:
 REJECTED BIDS
 SHEHON-KELLER GROUP
 LONESTAR SUPPLIES
 WORKPLACE RESOURCE
 JUST IN TIME INSTALLATIONS



TRAVIS COUNTY PURCHASING OFFICE

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

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

9

Approved by: _____

Cyd V. Grimes 5/27/09

Voting Session: Tuesday, June 2, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR MECHANICAL ELECTRICAL AND PLUMBING (MEP) ENGINEERING SERVICES FOR PRECINCT ONE OFFICE BUILDING TO GOETTING AND ASSOCIATES. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S. P.E., Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

On July 2, 2008, an Exemption Order was approved by Commissioners Court for the procurement of Professional Mechanical, Electrical and Plumbing Engineering Services (MEP) for the new Precinct One Office Building to be located adjacent to 4705 Heflin Lane and Springdale Road in East Austin.

The new Precinct One Office Building will have an administrative function and will be approximately 15,895 square feet on one level. This building will house Precinct One Justice of the Peace and Constable, along with their administrative staff. In addition, one of the goals of this project is to follow the US Green Building Council's LEED Green Building Rating System.

Facilities Management Department and Purchasing have negotiated a contract with Goetting and Associates for the Not-to-Exceed (NTE) amount of \$42,610.00 for the Basic Services, and a NTE amount of \$1,000.00 for Reimbursable Expenses. Facilities Management reviewed the proposal and deems it to be fair and reasonable. Purchasing concurs with contract award in the amount of \$43,610.00.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD: PCT1-06-09B-1N

FILE: 402

TO: Cyd Grimes, CPM, Purchasing Agent

VIA: Roger A. El Khoury, M.S., P.E., Director *John F. Can for R.E.K.*

FROM: Amy Lambert, AIA, LEED AP, Project Manager *Amy Lambert 5.20.09*

DATE: May 20, 2009

SUBJECT: Precinct One New Office Building
Professional Services Agreement Contract Award to Goetting & Associates

The proposed Professional Services Agreement (PSA) is for mechanical, electrical & plumbing engineering services for the Precinct One Office Building design and construction project. Facilities Management Department (FMD) will provide architectural services in-house and lead the design team. A proposal from Goetting & Associates has been reviewed and found to be fair and reasonable. FMD recommends award of this PSA to Goetting & Associates.

The proposed contract sum is \$43,610.00. The breakdown shown in the proposal as negotiated is:

\$ 9,500.00	Design Development
\$21,200.00	Construction Documents
\$ 7,910.00	Construction Administration
\$ 4,000.00	LEED Coordination
<u>\$ 1,000.00</u>	Reimbursables
\$43,610.00	Total Contract Sum

The account numbers are 001-1405-525-8105 and 001-1405-821-8105 and the requisition number is 471206. In accordance with the procedure to secure this PSA, this request is being forwarded along with the supporting documents for your approval.

In accordance with the procedure to secure approval for this PSA, this request is being forwarded along with the supporting documents for Commissioners Court approval on June 2, 2009. If approved, please issue a PSA to Goetting & Associates. If you have any questions or need additional information, please call Amy Lambert at extension 4-6409. Your consideration and approval of this professional services agreement contract award is appreciated.

ATTACHMENTS:

- 1) Goetting & Associates fee proposal revised May 6, 2009
- 2) Scope of Services
- 3) Requisition record

COPY TO:

Amy Draper, CPA, Financial Manager, Facilities Management
Diana Gonzalez, Purchasing Agent Assistant, Purchasing

TRAVIS COUNTY
Account Balance Inquiry

Last Updated 5-28-09 at 3:21pm

Fiscal Year	:	2009
Account number	:	1-1405-525.81-05
Fund	:	001 GENERAL FUND
Department	:	14 FACILITIES MANAGEMENT
Division	:	05 PROJECT MANAGEMENT SVCS
Basic activity	:	52 GENERAL GOVERNMENT
Sub activity	:	5 FACILITIES
Element	:	81 CAPITAL OUTLAY
Object	:	05 BUILDINGS
Budget	:	1,728,917
Encumbered amount	:	86,392.65
Pre-encumbered amount	:	379,032.90
Expenditures	:	630,163.83
Total expenditures	:	1,095,589.38
Balance	:	633,327.62

Press Enter to continue.

F3=Exit F12=Cancel

Last Updated 5-28-09 at 3:21pm

PURCHASE REQUISITION NBR: 0000471206

REQUISITION BY: ANGELA DAVIS 854-9084

STATUS: AUDITOR APPROVAL
REASON: ROUTINE (PCT 1 NEW OFC BLDG)

DATE: 5/13/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 54043 GOETTING AND ASSOCIATES INC

DELIVER BY DATE: 6/30/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEP ENGINEERING SERVICES - PCT 1 NEW OFFICE BUILDING DESIGN DEVELOPMENT COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS	9500.00	DOL	1.0000	9500.00	
2	CONSTRUCTION DOCUMENTS COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS	21200.00	DOL	1.0000	21200.00	
3	CONSTRUCTION ADMINISTRATION COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS	7910.00	DOL	1.0000	7910.00	
4	LEED COORDINATION COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS	4000.00	DOL	1.0000	4000.00	
5	REIMBURSABLES (COST NOT TO EXCEED \$1,000.) COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS	1000.00	DOL	1.0000	1000.00	

REQUISITION TOTAL: 43610.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114055258105	CAPITAL OUTLAY BUILDINGS KP1005	100.00	9500.00
2	00114055258105	CAPITAL OUTLAY BUILDINGS PCT.1 NEW BUILDING KP1005	100.00	21200.00
3	00114055258105	CAPITAL OUTLAY BUILDINGS PCT.1 NEW BUILDING KP1005	47.61	3766.00
3	00114058218105	CAPITAL OUTLAY BUILDINGS PCT.1 NEW BUILDING KP1005	52.39	4144.00
4	00114055258105	CAPITAL OUTLAY BUILDINGS PCT.1 NEW BUILDING KP1005	100.00	4000.00
5	00114055258105	CAPITAL OUTLAY BUILDINGS PCT.1 NEW BUILDING KP1005	100.00	1000.00
				43610.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

COUNTY AUDITOR VERIFICATION FORM

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2009 MAY 21 PM 2:29

CONTRACTOR: Goetting & Associates

TYPE OF GOODS/SERVICE: Engineering Services

FUNDS VERIFIED:

1) Requisition number 471206 processed through the Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 43,610.00
Modification 1 (One) issued to include audit clause.

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

 Contract did not specify a total contract amount.

 Goods/services to be provided on an "as needed basis" to be invoiced in accordance with contracted unit price. Total amount contracted not specified in contract.

CONTRACT #: PS090258DG
LINE ITEM VERIFIED: 001-1405-525-8105;
001-1405-821-8105

YES

NO

Reviewed by: [Signature]

Date: 5/21/09

Approved by: [Signature]

Date: 5/21/09

Prof Updated 5-28-09 at 2:24 pm

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

**GOETTING & ASSOCIATES
FOR**

**MECHANICAL ELECTRICAL PLUMBING (MEP)
ENGINEERING SERVICES
PRECINCT ONE OFFICE BUILDING**

CONTRACT NO. PS090258DG

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
COUNTY OF TRAVIS §

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

WHEREAS, the COUNTY desires to obtain professional **MEP engineering services** in support of the new **Precinct One Office Building located adjacent 4705 Heflin Lane at Springdale Road, Austin, Texas** (the "Project"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and;

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

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

SECTION 1
EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional **MEP engineering services** as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Director of Travis County Facilities Management Department (the "DIRECTOR"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 8.7 of this Agreement. The DIRECTOR shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT'S copies of the foregoing material shall be returned to the COUNTY upon completion of the Project if the DIRECTOR so instructs the CONSULTANT.
- 1.3 If the DIRECTOR observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Work Product, as defined herein, the DIRECTOR shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

**SECTION 2
BASIC SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT shall be responsible for the complete and professional execution of the work described herein to the acceptance of the DIRECTOR. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform "Basic Services" to include:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the DIRECTOR and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth in Exhibit 6, Scope of Services, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review and acceptance.
- 2.3 The CONSULTANT shall use all applicable codes as adopted by authority having jurisdiction in performing the Basic Services for the Project.

**SECTION 3
COMPENSATION AND PAYMENT SCHEDULE**

- 3.1 In consideration of the CONSULTANT'S performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 3.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 3.3 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic" or "Additional" services under this Agreement, the decision of the DIRECTOR shall be final and binding upon the CONSULTANT.

**SECTION 4
PERIOD OF SERVICE**

- 4.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 7 and made a part hereof.
- 4.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and

construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.

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

SECTION 5 COORDINATION WITH COUNTY

- 5.1 The DIRECTOR shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define the COUNTY'S policies and decisions with respect to the CONSULTANT'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.
- 5.2 The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR (the "Notice to Proceed).
- 5.3 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 5.4 The CONSULTANT shall cooperate and coordinate with the COUNTY'S staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the DIRECTOR.

SECTION 6 WORK PRODUCT

- 6.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables, as described in Exhibit 6, Scope of Services.

SECTION 7
SUSPENSION AND TERMINATION OF AGREEMENT

- 7.1 **SUSPENSION:** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving the CONSULTANT written Notice-of-Suspension (a “Notice of Suspension”). The “Effective Date of Suspension” shall be the date on which the CONSULTANT receives the Notice-of-Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) calendar days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date-of-Suspension, the CONSULTANT shall follow the procedures described below.
- 7.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Engineering Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY’s request.
- 7.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 7.2 **TERMINATION FOR CONVENIENCE:** The COUNTY reserves the right to terminate this Agreement by delivering to the CONSULTANT a written notice (a “Notice of Termination”), which shall take effect on the tenth day following receipt by the CONSULTANT (“Termination for Convenience”). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.
- 7.2.1 The Consultant shall deliver copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 7.2.2 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 7.3 **TERMINATION FOR DEFAULT.** Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party (“Termination for Default”) by delivering written notice of termination (a “Notice of Termination for Default”) to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.
- 7.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 8 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 8.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT, or individual under the CONSULTANT'S direction, is appropriately licensed. In the event such individual's license expires, is revoked or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days. Additionally, the CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements (when applicable), and city ordinances currently in effect.
- 8.2 Acceptance and Approval of the deliverables by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT'S designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT. For purposes of this section: (a) "Acceptance" shall mean that in the PROJECT MANAGER's opinion substantial compliance with the technical specifications and requirements (relating to permit coordination, assistance and procurement) has been achieved; and (b) "Approval" shall mean formal written recognition that the deliverables are complete and conform to the technical specifications and requirements."
- 8.3 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent Professional Engineer or Registered Architect, as applicable, in Travis County, Texas would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a good and workmanlike manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 8.4 The CONSULTANT shall affix his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 8.5 The CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of the CONSULTANT shall be classified as an employee or servant of the COUNTY.
- 8.6 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 8.7 **DISPUTES AND APPEALS (APR '02):** The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this

contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court. If the Contractor is still not satisfied, it may pursue the matter in a court of competent jurisdiction.

8.8 Conflict of Interest Questionnaire

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

SECTION 9 MISCELLANEOUS

- 9.1 **VENUE**: This Agreement is governed by and shall be construed in accordance with the laws of the United States of America and the State of Texas. ALL OBLIGATIONS UNDER THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS. VENUE FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT WILL LIE IN THE APPROPRIATE COURT OF TRAVIS COUNTY, TEXAS.
- 9.2 **SEVERABILITY**: If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 9.3 **EQUAL OPPORTUNITY IN EMPLOYMENT**: The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 9.4 **NOTICE**: Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

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

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

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

Roger A. El Khoury, M.S, P.E. (or successor)
Travis County Facilities Management Director
P.O. Box 1748
Austin, Texas 78767

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

Goetting & Associates
12710 Research Blvd., Ste 355
Austin, Texas 78759

9.5 INSURANCE: The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements as set forth below.

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

- (a) Worker's Compensation in accordance with statutory requirements.
- (b) Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- (c) Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- (d) Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

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

9.5.3 The required insurance must be written by a company authorized to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish to the COUNTY a

certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse.

ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE, AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

- (a) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (b) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

Definition of "is doing/has done business":

- A. "Is doing business" and "has done business" mean:
- B. 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,
- C. 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;
- D. but does not include
- E. any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- F. 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 Contractor in the ordinary course of its business; and
- G. a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 4, attached hereto and made a part hereof.

- 9.7 PURCHASE ORDER: The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.
- 9.8 PAYMENTS: Payment shall be made upon satisfactory delivery and acceptance of services or deliverables and the submission of an invoice to the address below for orders placed by the Purchasing Agent, or as indicated on the Purchase Order placed by other authorized COUNTY offices and departments.
- Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767
- As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) the County Professional Services Agreement (PSA) number, (iii) the Purchase Order number, (iv) identification of the services outlined in the PSA, (v) any additional payment information which may be called for by this PSA.
- 9.9 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 9.10 PROPERTY TAXES: Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 9.11 TAXPAYER IDENTIFICATION: The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 9.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED,

TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

- 9.13 FUNDING OUT: The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.
- 9.14 NON-WAIVER OF DEFAULT: No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 9.15 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 person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 9.16 CONSULTANT CERTIFICATIONS:
- 9.16.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the professional services described in this Agreement.
- 9.16.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement.
- 9.16.3 THE CONSULTANT SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, AND COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES OF COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.

- 9.17 CIVIL RIGHTS/ADA COMPLIANCE: The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 9.18 GRATUITIES: The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by the CONSULTANT in providing the gratuities.
- 9.19 MONITORING: The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT'S compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT'S performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT'S performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.
- 9.20 INCORPORATION OF EXHIBITS AND ATTACHMENTS: All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 9.21 ENTIRE AGREEMENT: This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 9.22 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.
- 9.23 AMENDMENT
- 9.23.1 This Agreement may not be altered, amended or modified except by instrument in writing signed by both parties. It is acknowledged by CONSULTANT that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

9.23.2 CONSULTANT shall submit all requests for changes to this Agreement, or any attachment(s) hereto, to the Travis County Purchasing Agent. The Purchasing Agent shall present CONSULTANT'S requests to the Travis County Commissioners Court for consideration.

9.24 ENTITY STATUS:

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

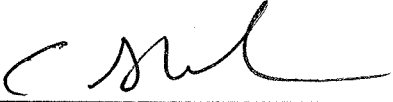
9.23.2 As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

9.25 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

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

THE CONSULTANT: **Goetting & Associates**

By: 
Printed Name: ERIC S. WORKMAN
Title: Associate Principal
Authorized Representative
Date: 5/13/09

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Chapter 1051, Texas Occupations Code.

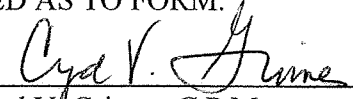
TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

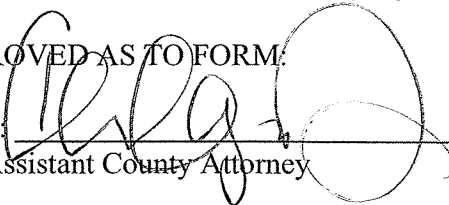
AVAILABILITY OF FUNDS CONFIRMED:

By: SEE VERIFICATION FORM
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By:  5/27/09
Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: 
Assistant County Attorney

**EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES**

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basic Services shall be the sum of **\$42,610.00**
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- (i) Design Development **\$ 9,500.00**
 - (ii) Construction Documents **\$21,200.00**
 - (iii) Construction Administration **\$ 7,910.00**
 - (iv) LEED Coordination **\$ 4,000.00**

BASIC SERVICES TOTAL: \$42,610.00

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2, and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the DIRECTOR shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR.
- 3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.3 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT'S errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 “Reimbursable Expenses” shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT, contingent upon prior written authorization from the DIRECTOR for the following:
- 4.1.1 Expense of reproductions for any record drawings or other information as described in the Professional Services Agreement, SECTION I, Paragraph 1.2, EMPLOYMENT OF THE CONSULTANT.
- 4.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the following limit:

REIMBURSABLES TOTAL NOT TO EXCEED: **\$1,000**

SECTION 5 –SCHEDULE OF PAYMENTS

- 5.1 A Lump Sum Payment shall be made within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 9.8, for the Deliverables described in the Agreement and/or Exhibit 6, Scope of Services.

SECTION 6 –TOTAL AGREEMENT SUM

- 6.1 The Total Professional Services Agreement Sum, consisting of the Basic Services Fee of **\$42,610.00**, plus the Not-to-Exceed Reimbursable Expense (as listed in Section 4 above) of **\$1,000** shall not exceed **\$43,610.00**.

EXHIBIT 2
HOURLY RATES

ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):

Project Manager/Mechanical Engineer.....	\$135.00
Professional Electrical Engineer	\$110.00
Staff.....	\$ 85.00

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and the United States enter into such litigation to protect the interest of the United States.

EXHIBIT 4
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: May 13, 2009

Name of Affiant: Eric S. Workman

Title of Affiant: Principal

Business Name of Consultant: Goetting & Associates

County of Consultant: Travis County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.



Signature of Affiant

12710 Research Blvd. Ste. 355

Austin, TX 78759

Address

SUBSCRIBED AND SWORN TO before me (by Leslie Warren on 5/13, 2009

Notary Public, State of Texas

Leslie Warren

Typed or printed name of notary

My commission expires: 2-17-2013

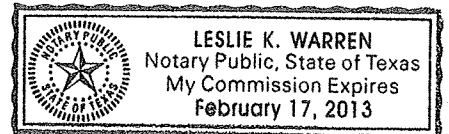


EXHIBIT A – Attachment 1
LIST OF KEY CONTRACTING PERSONS
May 27, 2008

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	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning	Rodney Rhoades*	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
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	Sara 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	

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	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Facilities Management	Roger A. El Khoury, M.S., P.E., Director	
Facilities Management	John Carr, Maintenance Division Director	
Facilities Management	Amy Lambert	
Facilities Management	Tiffany Parra	

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.

ATTACHMENT 2 TO EXHIBIT 4
DISCLOSURE

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

N/A

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

EXHIBIT 5
CONFLICT OF INTEREST QUESTIONNAIRE

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter . Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

EXHIBIT 6

SCOPE OF SERVICES MEP ENGINEERING

1.0 THE PROJECT

- 1.1 The project is new construction for the Precinct One Office Building, located adjacent to 4705 Heflin Lane at Springdale Road in East Austin. This building will have an administrative function.

The new Precinct One Office Building will consist of approximately 15,895 square feet on one level. It will house that precinct's Justice of the Peace and Constable, along with their administrative staffs. A contiguous, but independently accessed community meeting room will also be included in the design.

- 1.2 One of the goals of the project is to follow the US Green Building Council's LEED Green Building Rating System. Our goal is to achieve a minimum Silver rating.

2.0 SCOPE OF SERVICES

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the program requirements, including those of USGBC LEED-NC v2.2.

- 2.2 Electrical design, energy modeling, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the project. The CONSULTANT will be responsible for providing a complete and functional design so that upon reoccupancy by the County all systems are operational.

A. Scope of electrical engineering services will include, but not be limited to:

1. Lighting and power outlet layout and circuiting for building and site.
2. Circuit design for special electrical equipment.
3. Load analysis, service riser, distribution panels and wire sizing.
4. Electrical details as necessary.
5. City of Austin Thermal and Lighting Budget calculations as required for permitting.
6. Design electrical systems in accordance with the LEED-NC v2.2 goals of the project, including BIM / energy modeling.
7. Coordinate design with project's LEED Commissioning Agent.

- 2.3 Mechanical and plumbing design, energy modeling, required construction drawings, specifications and an estimate of cost will be produced by the CONSULTANT under Basic Services. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the project. The design of a new fire protection system will be by performance spec and drawing notation. The design required to connect the sprinkler system to the main sprinkler risers, if necessary, will be part of the CONSULTANT's Basic Services. The CONSULTANT will be responsible for providing a complete and functional design so that upon occupancy by the County all systems are operational.

- A. Scope of mechanical engineering services will include, but not be limited to:
 - 1. Complete HVAC system design, including zonal load analysis, sizing and scheduling of HVAC equipment based on zoning.
 - 2. Design of ductwork.
 - 3. Design and location of air registers, grilles, temperature sensors and controls.
 - 4. HVAC details as necessary.
 - 5. Design MEP systems in accordance with the LEED-NC v2.2 goals of the project, including BIM or energy modeling.
 - 6. Coordinate design with project's LEED Commissioning Agent.

- B. Scope of plumbing engineering services will include, but not be limited to:
 - 1. Water and wastewater piping load analysis, sizing, layout and riser diagrams.
 - 2. Gas piping load analysis, sizing, layout and riser diagrams if necessary due to equipment relocation or additions.
 - 3. Condensate piping design.
 - 4. Plumbing details as necessary.
 - 5. Coordination with civil plans regarding issues surrounding stormwater and impervious cover solutions.
 - 6. Design MEP systems in accordance with the LEED-NC v2.2 goals of the project, including BIM or energy modeling.
 - 7. Coordinate design with project's LEED Commissioning Agent.

- 2.4 The Travis County Facilities Management Department (FMD) will be the Architect-of-Record for the Project.

3.0 CONSTRUCTION DOCUMENTS

- 3.1 The CONSULTANT shall prepare construction drawings and specifications completely describing the work and in coordination with the building design and the work of other design disciplines.
- 3.2 Drawings shall be prepared in AutoCAD 2006, or later version, or Revit. Coordinate the drawings with the COUNTY's drawings as to title block format, sheet numbers and cover sheet information.
- 3.3 Provide complete specifications in Microsoft Word 2000 or more recent version.
- 3.4 Provide Electrical and Mechanical design calculations, sealed and signed by the CONSULTANT, for County use and for regulatory agency review and approval.
- 3.5 "Construction Documents" shall mean all deliverables such as plans, specifications, calculations, sketches and renderings prepared by the CONSULTANT. These shall become the property of the County. The CONSULTANT shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.

3.6 The CONSULTANT shall furnish to the COUNTY the following:

- A. One set of 100% complete full size construction drawings, photostatically plotted or copied on bond paper, bearing an original signed, dated Engineering seal in required locations.
- B. One unbound set of the final specifications.
- C. One copy of the CAD files and specifications on compact disc.
- D. Two full-sized sets each of the Design Development and 95% Construction Documents.
- E. Two half-sized sets each of the Design Development and 95% Construction Documents.
- F. Calculations as described herein.
- G. Regulatory documents as described herein.
- H. Affix an original signed and dated seal to the following documents or as required by law. Meet at the Facilities Management Department offices the day prior to the issue date to review and seal the appropriate documents.
 - 1. Drawing set Cover Sheet.
 - 2. Each sheet of Engineering Drawings
 - 3. Project Manual Table of Contents sheet.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The CONSULTANT shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the Work is being constructed according to the intent of the construction documents. A final punch list will be required and two (2) follow-up inspections to review completion by the Contractor.
- 4.2 The CONSULTANT shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the COUNTY. Present to the County the results of reviews within ten (10) calendar days for submittals and within ten (10) calendar days for claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Contract Documents. The CONSULTANT shall notify the County immediately if more time is required for reasonable cause. As negotiated between the COUNTY and the CONSULTANT, RFI's will be addressed by FMD. The CONSULTANT can provide RFI responses as an additional service based upon the hourly rates set forth in this Agreement.
- 4.3 The CONSULTANT shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the Construction Work nor acts or omissions of the Contractor or Subcontractors of any tier; or any other persons performing any of the Construction Work, nor failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.
- 4.4 The CONSULTANT shall at all times have access to the Work.
- 4.5 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.

5.0 QUALITY CONTROL

- 5.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The COUNTY and CONSULTANT acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction Contract Documents. Therefore, the Contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings & specifications must be precise in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.
- 5.2 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling and testing requirements to be performed by the Contractor or by an Independent Testing Firm retained by the COUNTY. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

6.0 MEETINGS

- 6.1 The CONSULTANT shall attend meetings with the COUNTY as required for development of the design and construction documents and as necessary during the Construction Contract Administration Phase. Attendance and participation at such meetings shall be part of the Basic Services. Any meetings not required by this agreement shall be compensated at the hourly rate for the appropriate CONSULTANT staff indicated in the Professional Services Agreement. If required, the Facilities Management Department shall authorize these meetings by advance written notice.

7.0 SCHEDULE MILESTONES

- 7.1 The CONSULTANT’S delivery of the Work Product shall conform to the following durations which will commence upon receipt of a written Notice-to-Proceed from the COUNTY. Durations are in calendar days.

GAULT BUILDING PHASE		
Phase of Services	Precedent Activity or Milestone	Duration
Design Development Documents	Notice-to-Proceed	30
95% Construction Documents	COUNTY DD review comments	50
Final Construction Documents for Issue	COUNTY CD review comments	20
SUBTOTAL		100
Bidding Assistance	Release for Bids	As Req'd.
Duration for preparation of Addendum documents for Bidding	Review comments from City and/or Bidders	3
Construction Contract Administration	Construction Notice-to-Proceed	As Req'd.

**TRAVIS COUNTY
PRECINCT 1 OFFICE BUILDING**

GOETTING & ASSOCIATES

	Eric Workman PM / Mech Engr	Professional Elec Engr PE	Staff	SUBTOTAL	Direct Project Costs
Base Rate	\$135	\$110	\$85		
Sub- Rate Multiplier: 1	\$135	\$110	\$85		
<u>Task 1: Design Development</u>					
A Develop Mechanical Cooling Loads	4	--	16	20	
B Electrical 1-Line		8	4	12	
C Interior Lighting Layout		8	4	12	
D HVAC Concept Layout	4		16		
E Plumbing Concept Layout	2		16		
F Site Concept Layout	2		16		
Hours Sub-total :	12	16	0	72	44
Fee Sub-total:	\$1,620	\$1,760	\$0	\$6,120	\$9,500
<u>Task 2: Construction Documents</u>					
A Select HVAC equipment	4	2	16	22	
B Duct layouts	8	--	16	24	
C HVAC Controls	8	2	8	18	
D Power System Layout	2	16	4	22	
E Lighting and Switching	2	16	4	22	
F Electrical Coordination	2	8	4	14	
G Plumbing domestic waste and water	2	2	40	44	
H Site MEP	4	8	8	20	
I COA Review Comments for Permitting	4	8	12	24	
Hours Sub-total :	36	0	62	0	112
Fee Sub-total:	\$4,860	\$6,820	\$0	\$9,520	\$21,200
<u>Task 3: Construction Administration</u>					
B Submittal Reviews	8	16	16	40	
C Contractor RFI	8	10	18	36	
Hours Sub-total :	16	26	34	76	
Fee Sub-total:	\$2,160	\$2,860	\$0	\$2,890	\$7,910
<u>Task 4: LEED Coordination</u>					
A Energy Modeling	8	8	24	40	
Hours Sub-total :	8	8	24	40	
Fee Sub-total:	\$1,080	\$880	\$0	\$2,040	\$4,000
Total Hours	72	112	242	370	
Total Fee	\$9,720	\$12,320	\$20,570	\$42,610	



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) 854-9188

10

Approved by: _____

Cyd V. Grimes 5/27/09

Voting Session: Tuesday, June 2, 2009

REQUESTED ACTION: DECLARE LISTING OF VEHICLES AS SURPLUS PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE, AND ORDER DESTROYED PURSUANT TO SECTION 4 (b) (1) OF THE LIRAP CONTRACT. (FIXED ASSETS)

Points of Contact:

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

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

TNR: Mike Joyce, Fleet Mgr., Cory Manchaca, LIRAP Rep., Adele Noel., Program Mgr.

Other: N/A

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

On January 6, 2009 the Court approved TNR'S request to replace twenty two (22) vehicles and use local initiative project contract to pay for 50% of the cost of twenty two (22) vehicles.

The LIRAP agreement, previously approved by the Court, orders that the surplus vehicles may not be resold or reused in this or another state but must be destroyed.

**APPROVED () DISAPPROVED ()
BY COMMISSIONERS COURT ON**

DATE

COUNTY JUDGE

12

Travis County Commissioners Court Agenda Request

Voting Session 6/2/2009
(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 Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 18 Block K and Lot 4 Block J 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:

- AS Anna Bowlin – 854-9383
- Stacey Scheffel – 854-9383
- Tim Pautsch – 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.

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER




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

MEMORANDUM

DATE: May 19, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna M. Bowlin, Division Director, Development Services

SUBJECT: Cash Security Agreements for sidewalks on lots in Commons at Rowe Lane 2A.

Summary and Staff Recommendation:

Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 18 Block K \$2233.20 Permit #09-0472, and Lot 4 Block J \$780.00 Permit #09-0619 to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

Required Authorizations:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

Exhibits:

Cash Security Agreements (2)
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

Invoice Date	Invoice Last Updated	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
20913MERI	5-28-09	20913MERI	729-033-1202		20913 Meridian Blvd.	780.00	.00	780.00
					Check 0050878 Total	780.00	.00	780.00

Commons @ Rowe Ln Rm 2A Lot 4 Block J

Highland Homes, Austin

4201 West Parmer Lane
Building B, Suite 180
Austin, TX 78727

Bank of America

002210002074

0050878

DATE
04/10/2009

AMOUNT
\$780.00

PAY Seven Hundred Eighty and 00/100 Dollars

TO THE
ORDER
OF

**Travis County-Transportation
and Natural Resources-Sidewalks
PO Box 1748
Austin, TX 78767**

50841 H

Rodger Sanders

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
2620SIXP	5-28-09	729-040-1202		2620 Sixpence Ln.	2,233.20	.00	2,233.20
				Check 0050545 Total	2,233.20	.00	2,233.20

RECEIVED
MAR 13 2009
TNR

Highland Homes, Austin
4201 West Parmer Lane
Building B, Suite 180
Austin, TX 78727

Bank of America

002210002074

0050545

DATE
03/13/2009

AMOUNT
\$2,233.20

PAY Two Thousand Two Hundred Thirty Three and 20/100 Dollars

TO THE ORDER OF
Travis County-Transportation and Natural Resources-Sidewalks
PO Box 1748
Austin, TX 78767

50841 H

Rodger Sanders

APR 17 2009

TNR

Last Updated 5-28-09 at 3:21pm

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: *Travis County TNR* Travis County, Texas *Attn: Tim P.*
DEVELOPER/BUILDER: *Harris, Nicol & Straub / Highland Homes*

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *780.00*

SUBDIVISION: *The Commons @ Rowe Lane*

DATE OF POSTING:

EXPIRATION DATE: Three Years From Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER prior to the Expiration Date to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

Highland Homes
4201 W. Parmer Lane
Bldg. B; Ste. 180
Austin, TX 78727

DEVELOPER/BUILDER

BY: Cynthia Hicock

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.

Name Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Cynthia Hicock
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

Highland Homes
4201 W. Parmer Lane
Bldg. B; Ste. 180
Austin, TX 78727

DEVELOPER/BUILDER

BY:

Cynthia Hickock

PRINT:

Cynthia Hickock

TITLE:

Assistant Secretary

SIGN ONLY ONE

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Name

Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Cynthia Hickock

Name

Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

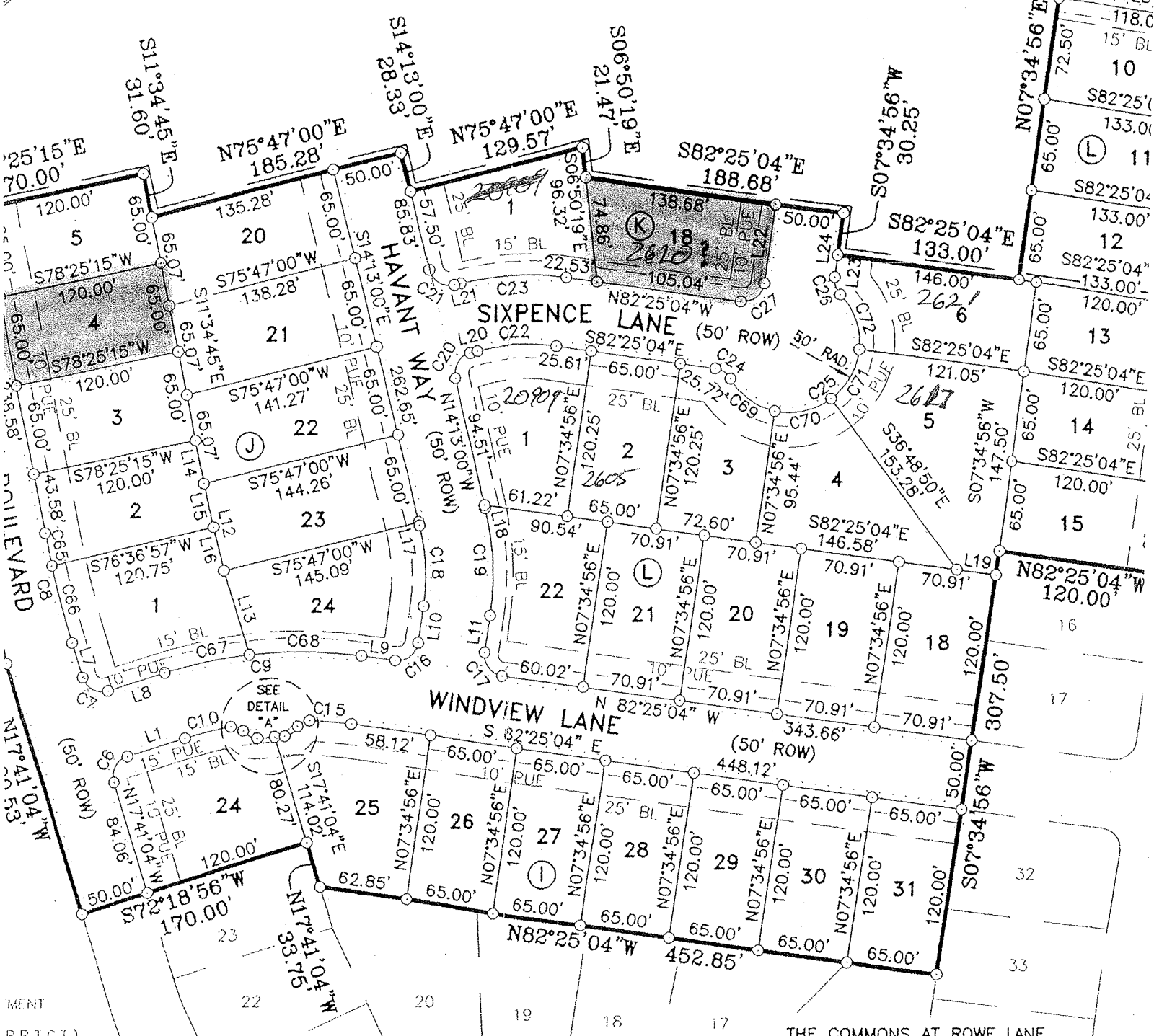
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

B CASNER
TRACT NO. 27

Last Updated 5-28-09 at 3:21pm

COMMONS AT ROWE LANE, LP
(71.402 ACRES)
DOC. NO. 2007205046
O.P.R.T.C.T.



THE COMMONS AT ROWE LANE, LP
(108.529 ACRES)
DOC. NO. 2005022370
O.P.R.T.C.T.

THE COMMONS AT ROWE LANE
PHASE I
DOC. # 200600295
O.P.R.T.C.T.

RECEIVED

WINDMILL RIDGE ST.

MERIDIAN BEND

MENT
P.R.T.C.T.)
P.R.T.C.T.)

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15' BL

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S82°25'04'

Travis County Commissioners Court Agenda Request

Voting Session 06/02/2009
(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 plat for recording in Precinct Three: The Ranch at Lakeside Section One (Long form plat – 35 Lots – 85.17 acres – Paleface Ranch Road and Haynie Flats Road – Fiscal has been posted with Travis County \$44,500 – Parkland fees of \$1239.00 have been paid - Sewage service to be provided by Aqua Texas– No City’s ETJ).

C. Approved by:

Karen Huber
Commissioner Karen Huber, 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:

AB Sarah C. Sumner: 854-7687
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

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

Last Updated 5-28-09 at 3:21pm

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

May 13, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

SUBJECT: Ranch at Lakeside, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on a plat for recording in Precinct Three: The Ranch at Lakeside Section One (Long form plat – 35 Lots – 85.17 acres – Paleface Ranch Road and Haynie Flats Road – Fiscal has been paid to Travis County \$44,500 – Parkland fees of \$1239.00 have been paid - Sewage service to be provided by Aqua Texas– No City’s ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 35 total lots of which 30 are in Travis County and 5 are in Burnet County. 26 of the Travis County lots are single family; there are 2 private street lots and 2 greenbelt lots. The plat was approved for alternate fiscal April 15, 2008 for construction of the private streets and is now ready to come out of alternate fiscal with the improvements having been inspected and the balance of fiscal, \$44,500.00 left with Travis County for the one year maintenance period. Parkland fees of \$1239.00 have been paid.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES:

Staff has received no inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Final Plat, Precinct Map
SCS 0607

C-1 $\Delta = 08'22.54"$ $R = 2087.74'$ $L = 232.53'$
 C-2 $\Delta = 03'10.26"$ $R = 2087.74'$ $L = 232.53'$
 C-3 $\Delta = 02'59.03"$ $R = 2087.74'$ $L = 232.53'$
 C-4 $\Delta = 00'13.25"$ $R = 2087.74'$ $L = 232.53'$

C-5 $\Delta = 11'19.03"$ $R = 433.69'$ $L = 85.87'$
 C-6 $\Delta = 11'19.03"$ $R = 373.69'$ $L = 73.61'$
 C-7 $\Delta = 21'14.09"$ $R = 410.61'$ $L = 152.19'$
 C-8 $\Delta = 21'14.09"$ $R = 470.61'$ $L = 174.42'$

C-9 $\Delta = 95'27.42"$ $R = 60.00'$ $L = 99.97'$
 C-10 $\Delta = 54'32.16"$ $R = 60.00'$ $L = 57.11'$
 C-11 $\Delta = 54'18.29"$ $R = 60.00'$ $L = 56.87'$
 C-12 $\Delta = 95'41.31"$ $R = 60.00'$ $L = 100.21'$

C-13 $\Delta = 04'28.22"$ $R = 1250.73'$ $L = 97.84'$
 C-14 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-15 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-16 $\Delta = 89'52.16"$ $R = 25.00'$ $L = 39.21'$
 C-17 $\Delta = 87'08.40"$ $R = 25.00'$ $L = 38.02'$
 C-18 $\Delta = 89'52.16"$ $R = 25.00'$ $L = 39.21'$

C-19 $\Delta = 04'32.15"$ $R = 1233.04'$ $L = 97.65'$
 C-20 $\Delta = 03'41.47"$ $R = 1233.04'$ $L = 97.65'$
 C-21 $\Delta = 04'32.15"$ $R = 1233.04'$ $L = 97.65'$

C-22 $\Delta = 89'52.16"$ $R = 25.00'$ $L = 39.21'$
 C-23 $\Delta = 87'08.40"$ $R = 25.00'$ $L = 38.02'$
 C-24 $\Delta = 89'52.16"$ $R = 25.00'$ $L = 39.21'$

C-25 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-26 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-27 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-28 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-29 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-30 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-31 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-32 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-33 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-34 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-35 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-36 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-37 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-38 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-39 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-40 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-41 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-42 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-43 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-44 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-45 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

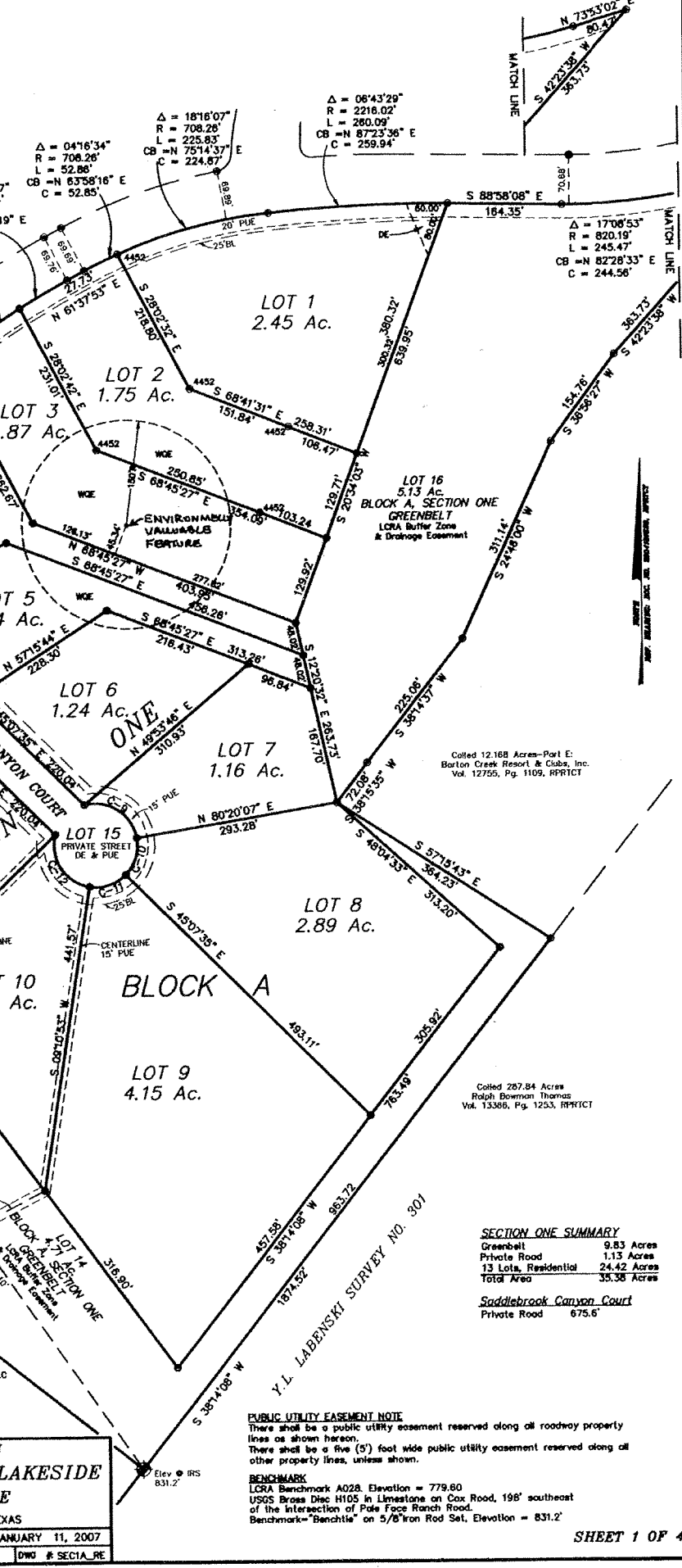
C-46 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-47 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-48 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-49 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-50 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-51 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-52 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-53 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-54 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-55 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-56 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-57 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$

C-58 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-59 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$
 C-60 $\Delta = 02'14.11"$ $R = 1250.73'$ $L = 48.82'$



THE RANCH AT LAKESIDE
SECTION ONE
SEE SHEET 2 OF 4

Collected 12.168 Acres - Part E
Barton Creek Resort & Clubs, Inc.
Vol. 12755, Pg. 1109, RPRCT

Collected 287.84 Acres
Ralph Downum, Trustee
Vol. 13386, Pg. 1253, RPRCT

SECTION ONE SUMMARY
Greenbelt 9.83 Acres
Private Road 1.13 Acres
13 Lots, Residential 24.42 Acres
Total Area 35.38 Acres

Saddlebrook Canyon Court
Private Road 675.6'

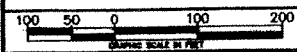
- LEGEND**
- IRON ROD FOUND W/CAP
 - RUST EM 4332-UNLESS NOTED
 - 1/2" IRON ROD FOUND-UNLESS NOTED
 - △ PK NAIL FOUND
 - COTTON SPINDLE SET
 - 5/8" IRON ROD SET W/CAP
 - STAUT SURVEYING
 - 5/8" IRON ROD SET W/CAP
 - STAUT SURVEYING IN CONCRETE
 - BL BUILDING SETBACK LINE
 - PUE PUBLIC UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - WBZ WATERWAY BUFFER ZONE
 - WQE WATER QUALITY EASEMENT
 - ⊕ BENCHMARK

PUBLIC UTILITY EASEMENT NOTE
There shall be a public utility easement reserved along all roadway property lines as shown hereon.
There shall be a five (5') foot wide public utility easement reserved along all other property lines, unless shown.

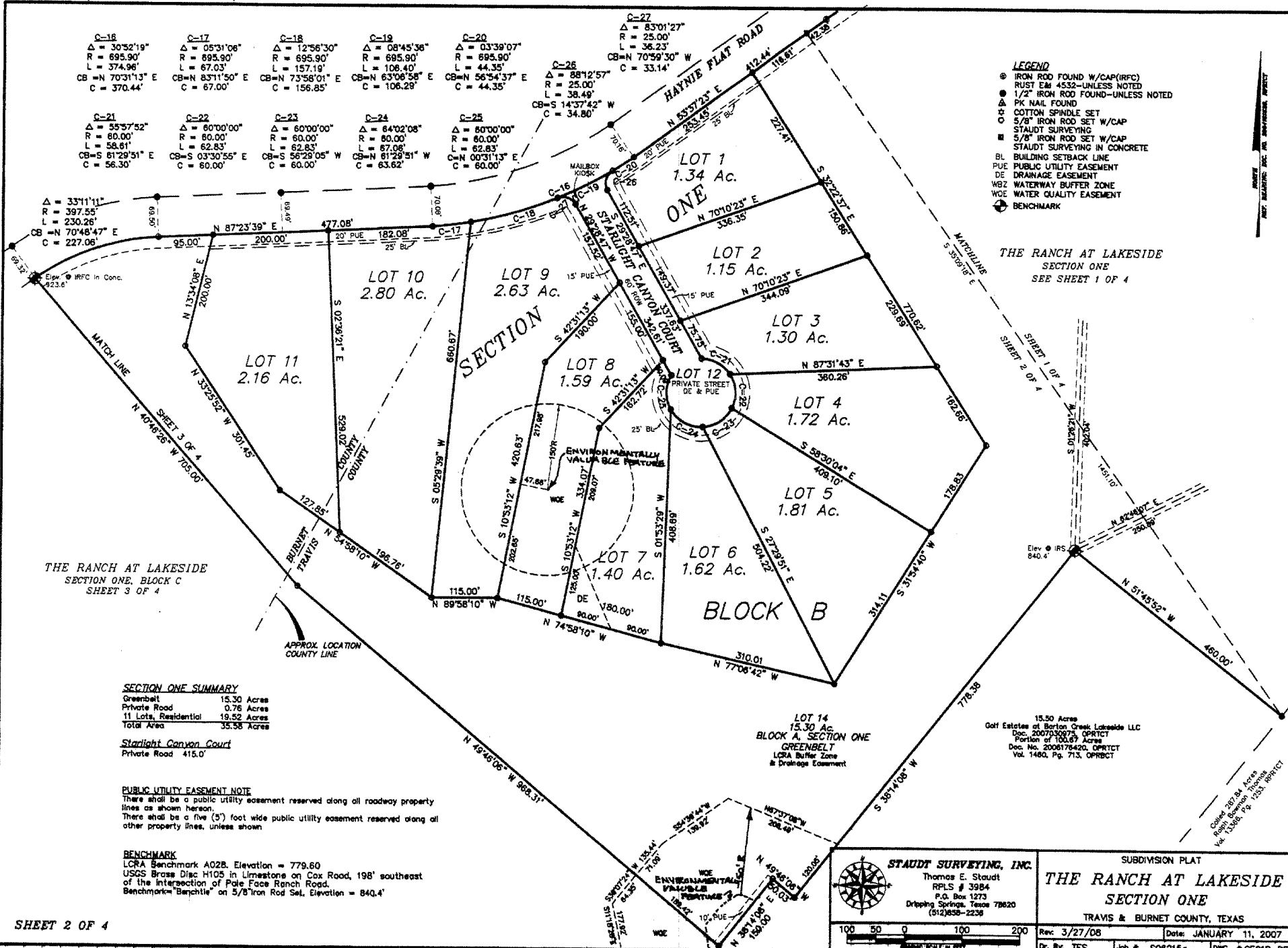
BENCHMARK
LCRA Benchmark A028. Elevation = 779.60
USGS Brass Disc H105 in Limestone on Cox Road, 198' southeast of the intersection of Pole Face Ranch Road.
Benchmark = "Benchlie" on 5/8" Iron Rod Set, Elevation = 831.2'

STAUDI SURVEYING, INC.
Thomas E. Staudt
RPLS #3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512) 268-2238

SUBDIVISION PLAT
THE RANCH AT LAKESIDE
SECTION ONE
TRAVIS COUNTY, TEXAS



Rev. 3/27/08 Date: JANUARY 11, 2007
Dr. By: TES Job # S06215a DWG # SECTIA-RE



C-16 Δ = 30°32'19" R = 695.90' L = 374.96' CB = N 70°31'13" E C = 370.44'	C-17 Δ = 05°31'06" R = 695.90' L = 67.03' CB = N 83°11'50" E C = 67.00'	C-18 Δ = 12°56'30" R = 695.90' L = 157.19' CB = N 73°58'01" E C = 156.85'	C-19 Δ = 08°45'36" R = 695.90' L = 106.40' CB = N 63°06'58" E C = 106.29'	C-20 Δ = 03°39'07" R = 695.90' L = 44.35' CB = N 56°54'37" E C = 44.35'
C-21 Δ = 55°57'52" R = 60.00' L = 58.81' CB = S 61°29'51" E C = 56.30'	C-22 Δ = 60°00'00" R = 60.00' L = 62.83' CB = S 03°30'55" E C = 60.00'	C-23 Δ = 60°00'00" R = 60.00' L = 62.83' CB = S 56°29'05" W C = 60.00'	C-24 Δ = 64°02'08" R = 60.00' L = 67.08' CB = N 01°29'51" W C = 63.82'	C-25 Δ = 60°00'00" R = 60.00' L = 62.83' CB = N 00°31'13" E C = 60.00'

- LEGEND**
- IRON ROD FOUND W/CAP (IRFC)
 - RUST EM 4532-UNLESS NOTED
 - 1/2" IRON ROD FOUND-UNLESS NOTED
 - PK NAIL FOUND
 - COTTON SPINDLE SET
 - 5/8" IRON ROD SET W/CAP
 - STAUTD SURVEYING
 - 5/8" IRON ROD SET W/CAP
 - STAUTD SURVEYING IN CONCRETE
 - BL BUILDING SETBACK LINE
 - PUE PUBLIC UTILITY EASEMENT
 - DE DRAINAGE EASEMENT
 - WBZ WATERWAY BUFFER ZONE
 - WQE WATER QUALITY EASEMENT
 - ⊕ BENCHMARK

THE RANCH AT LAKESIDE
SECTION ONE
SEE SHEET 1 OF 4

SECTION ONE SUMMARY

Greenbelt	15.30 Acres
Private Road	0.76 Acres
11 Lots, Residential	19.52 Acres
Total Area	35.58 Acres

Starlight Canyon Court
Private Road = 415.0'

PUBLIC UTILITY EASEMENT NOTE
There shall be a public utility easement reserved along all roadway property lines as shown hereon.
There shall be a five (5') foot wide public utility easement reserved along all other property lines, unless shown

BENCHMARK
LCRA Benchmark A02B. Elevation = 779.60
USGS Brass Disc H105 in Limestone on Cox Road, 198' southeast of the intersection of Pale Face Ranch Road.
Benchmark = Benchtile on 5/8" Iron Rod Set, Elevation = 840.4'

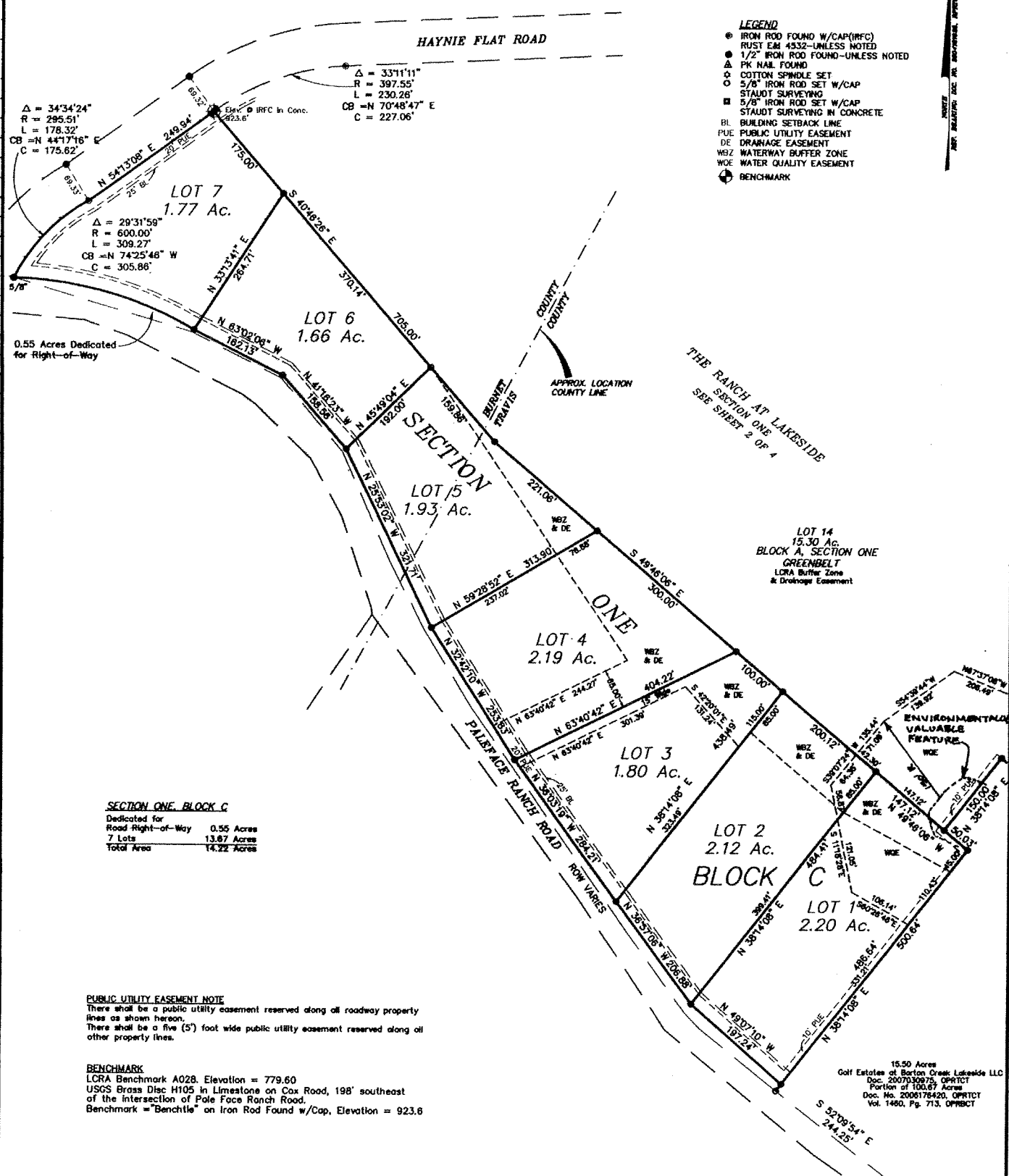
STAUTD SURVEYING, INC.
Thomas E. Staudt
RPLS # 3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512) 858-2238



SUBDIVISION PLAT
THE RANCH AT LAKESIDE
SECTION ONE
TRAVIS & BURNET COUNTY, TEXAS

Rev. 3/27/08 Date: JANUARY 11, 2007
Dr. By: TES Job #: S06215a DWG #: SEC1B_RE

- LEGEND**
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 - DE DRAINAGE EASEMENT
 - WSZ WATERWAY BUFFER ZONE
 - WQE WATER QUALITY EASEMENT
 - ⊕ BENCHMARK



SECTION ONE, BLOCK C
 Dedicated for
 Road Right-of-Way 0.55 Acres
 7 Lots 13.67 Acres
 Total Area 14.22 Acres

PUBLIC UTILITY EASEMENT NOTE
 There shall be a public utility easement reserved along all roadway property lines as shown hereon.
 There shall be a five (5') foot wide public utility easement reserved along all other property lines.

BENCHMARK
 LORA Benchmark A02B, Elevation = 779.60
 USGS Brass Disc H105 in Limestone on Cox Road, 198' southeast of the intersection of Pale Face Ranch Road.
 Benchmark = "Benchtle" on Iron Rod Found w/Cap, Elevation = 923.6

LOT 14
 15.30 Ac.
 BLOCK A, SECTION ONE
 GREENBELT
 LORA Buffer Zone
 & Drainage Easement

15.50 Acres
 Golf Estates at Barton Creek Lakeside LLC
 Doc. 2007030975, OPRCT
 Portion of 100.67 Acres
 Doc. No. 2008178420, OPRCT
 Vol. 1480, Pg. 713, OPRBCT

<p>STAUDT SURVEYING, INC. Thomas E. Staudt RPLS #3984 P.O. Box 1273 Dripping Springs, Texas 78620 (512)856-2238</p>	SUBDIVISION PLAT THE RANCH AT LAKESIDE SECTION ONE TRAVIS & BURNET COUNTY, TEXAS	
	Rev 3/27/08 Dr. By: TES	Date: JANUARY 11, 2007 Job #: S06215a DWG #SEC1C_RE

STATE OF TEXAS
COUNTY OF TRAVIS AND BURNET

KNOW ALL MEN BY THESE PRESENTS: CHASER ENTERPRISES BEING OWNERS OF 100.483 ACRES OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2006176420, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN VOLUME 1460, PAGE 713, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, ACTING HEREIN AND THROUGH MARTY CHASE, SOLE MEMBER/MANAGER, OWNER OF 90.39 ACRES AND POWER OF ATTORNEY OF 1.75 ACRES CONVEYED IN DOCUMENT NO. 2007013963, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 1.87 ACRES CONVEYED IN DOCUMENT NO. 2007026455, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND 2.89 ACRES CONVEYED IN DOCUMENT NO. 2007013709, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOWN AS "THE RANCH AT LAKESIDE, SECTION ONE" SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, ALL PRIVATE STREETS SHOWN HEREON, SADDLEBROOK CANYON COURT AND STARLIGHT CANYON COURT, AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NO. 200707191 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

WITNESS MY HAND THIS 29 DAY OF January 2008, A.D.

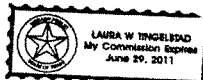
Marty Chase
MARTY CHASE
CHASER ENTERPRISES, LLC

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARTY CHASE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF JANUARY 2008, A.D.

Laura W. Inglestad
NOTARY PUBLIC in and for the State of Texas
MY COMMISSION EXPIRES: June 29, 2011



PROPERTY OWNER:
CHASER ENTERPRISES, LLC
1465 N UNION BOULEVARD
COLORADO SPRINGS, CO 80909

FLOOD PLAIN NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 4845300385 E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, AND MAP NO. 4805300705E, BURNET COUNTY, TEXAS, DATED NOVEMBER 16, 2007.

Steve Wenzel
STEVE WENZEL, P.E. 4-2-08



NOTE:
ALL STREET PAVEMENT WIDTHS WILL BE DESIGNED TO SUPPORT MINIMUM EMERGENCY SERVICE VEHICLE LOAD OF 75,000 POUNDS.

LCRA WATERWAY BUFFER ZONE NOTES:

THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LCRA RULES, MAY BE PLACE OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIAL AUTHORIZATION AND APPROVAL IN WRITING FROM THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENT FOR THE PROTECTION OF THE ENVIRONMENT. THE EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE VEGETATION. THE EASEMENT MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPERTY AUTHORITY.

Enak U. H...
LOWER COLORADO RIVER AUTHORITY DATE 4/4/2008

ETJ NOTE:

THIS SUBDIVISION DOES NOT LIE WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN.

VICTORIA HSU P.E., DIRECTOR DATE
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVIOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 29 DAY OF JANUARY 2008, A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT, FOR RECORD IN MY OFFICE ON THE 29 DAY OF JANUARY, 2008, A.D. AT 10 O'CLOCK M., DULY RECORDED ON THE 29 DAY OF JANUARY, 2008, A.D. AT 10 O'CLOCK M.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 29 DAY OF JANUARY 2008, A.D.

DANA DEBEAUVIOR, CLERK, COUNTY COURT

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVIOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 29 DAY OF JANUARY, 2008, A.D. AT 10 O'CLOCK M., AND DULY RECORDED ON THE 29 DAY OF JANUARY, 2008, A.D. AT 10 O'CLOCK M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 200707191.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, ON THE 29 DAY OF JANUARY 2008, A.D.

DANA DEBEAUVIOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

COMMISSIONERS
COURT RESOLUTION:

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, TRAVIS COUNTY ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREETS AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNERS MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF IMPROVEMENTS. THE OWNERS OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

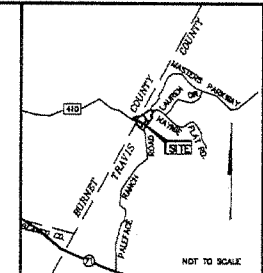
TRAVIS COUNTY STANDARD NOTES:

1. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY AND LCRA.
3. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND LCRA FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
5. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 90 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR.
6. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
7. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM.
8. PRIVATE STREETS ARE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF "THE RANCH AT LAKESIDE" AND IS RECORDED IN DOCUMENT NO. 200707191. IN THE EVENT THAT THE HOMEOWNERS ASSOCIATION FAILS TO MAINTAIN THE PRIVATE STREETS, THE RESPONSIBILITY FOR PRIVATE STREET MAINTENANCE BECOMES THE INDIVIDUAL LOT OWNERS.
9. WATER SHALL BE PROVIDED BY AQUA TEXAS, INC.
10. WASTEWATER SHALL BE PROVIDED BY AQUA TEXAS, INC.

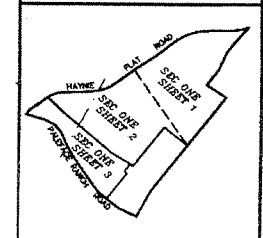
SURVEYORS CERTIFICATION:

I, THOMAS E. STAUDT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE TRAVIS COUNTY AND BURNET COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Thomas E. Staudt
THOMAS E. STAUDT, RPLS No. 3984 DATE 1/11/07



VICINITY MAP



KEY MAP

STAUDT SURVEYING, INC.
Thomas E. Staudt
RPLS # 3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512)856-2236

SUBDIVISION PLAT
THE RANCH AT LAKESIDE
SECTION ONE
TRAVIS & BURNET COUNTY, TEXAS

Rev: 1/15/08 Date: JANUARY 11, 2007
Dr. By: TES Job # S06215A DWG # SEC1NR2



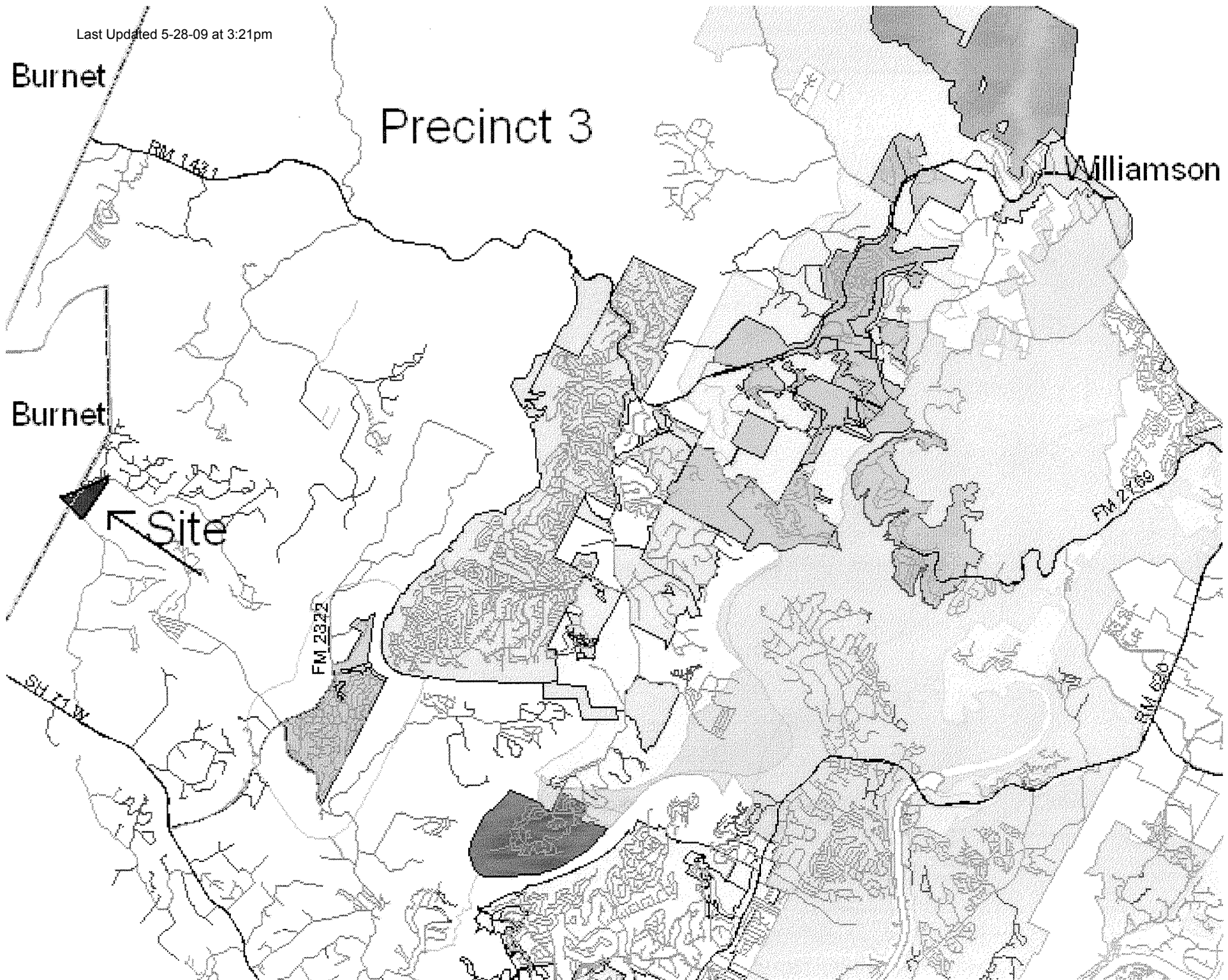
Burnet

Precinct 3

Williamson

Burnet

Site



Travis County Commissioners Court Agenda Request

Voting Session 6/2/09
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for River Dance Phase 4 and an Amendment to a License Agreement for River Dance Phase 3, a subdivision in Precinct 3.**

C. Approved by: _____
Commissioner Karen Huber, Precinct Three

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

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

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

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



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

MEMORANDUM

DATE: May 13, 2009

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 River Dance Phase 4**
B. Amendment to a License Agreement for River Dance Phase 3

A. Summary and TNR Staff Recommendation: Acceptance of dedication of River Dance Phase 4

The original River Dance Phase 4 subdivision was recorded September 13, 2006. Then the developer sold 22.83 acres out of this plat to Leander Independent School District. The Partial Replat of River Place Phase 4 was recorded on November 19, 2007. The balance of the original 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 0.48 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 unapproved residential sidewalks.

Exhibits:

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

May 13, 2009

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 the License Agreement that was approved for the River Dance Phase 4 subdivision. The License Agreement with the Steiner Ranch Master Association, Inc. for private improvements in the public right-of-ways of River Dance Phase 4. 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:

The Amendment to the License Agreement is for custom street signs and tree wells that the homeowners association normally maintains. No additional Security Deposit was required.

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 Amendment to the License Agreement is in a form previously approved by Commissioners Court.

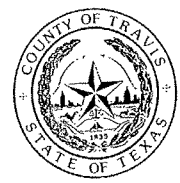
Exhibits:

License Agreement & Exhibit

DV:DWW:dv

1105 River Dance Ph 4

1102 River Dance Ph 3 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: 4/29/09

TO:	Developer	Engineer
	TWC/Steiner Ranch, L.L.C.	Bury + Partners
	James D. Plasek, Vice President	Andrew S. Hollon, P.E.
	805 Las Cimas Parkway #350	3345 Bee Caves Road #200
	Austin, TX 78746	Austin, TX 78746
	Fx: 579-2234	Fx: 328-0325

SUBJECT: River Dance Phase 4

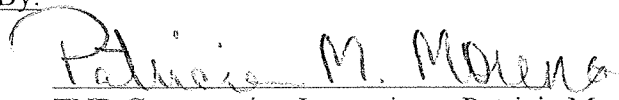
Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

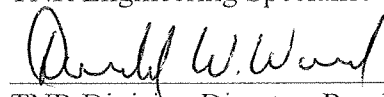
OTHER REMARKS:

None

Approved By:


TNR Construction Inspection – Patricia Moreno

 5/13/09
TNR Engineering Specialist – Darla Vasterling


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



TRANSPORTATION & 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

“RIVER DANCE PH 4” REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 4/04/08 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 4/18/08 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 4/14/08 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/04/08 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
Need one
- Reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- OK 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/14/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 4/29/09 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 sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 4/14/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- Amend to RD3 10. License Agreement (**If there are private improvements in Public ROW.**)



Able2Access, Inc.

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

January 26, 2008

Trish Lee
Development Administrator
Taylor Morrison Inc
805 Las Cimas Parkway, Suite 350
Austin, Texas 78746

Re: River Dance - 4A
Various Streets
Austin, Texas 78732
Inspection performed January 10, 2008

INSPECTION COMPLETED - NO VIOLATIONS

Dear Ms. Lee:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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...

RIVER DANCE PHASE 4

A 58.122 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666, AND THE WILLIAM BRADFORD SURVEY NO. 48, ABSTRACT NO. 91, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

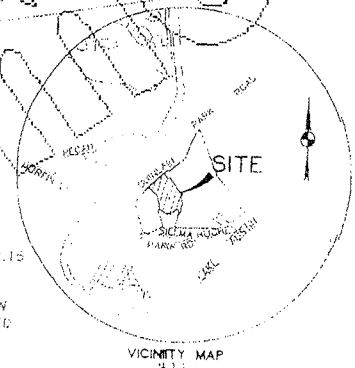
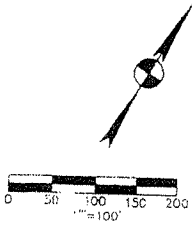
BLOCK 'E' RIVER DANCE, PHASE ONE, DOCUMENT NO. 200200148

BLOCK 'E' RIVER DANCE, PHASE ONE, DOCUMENT NO. 200200148

QUINLAN PARK ROAD (90' R.O.W.) DOCUMENT NO. 199918444

25' ACCESS TELEPHONE CABLE AND EQUIPMENT EASEMENT DOCUMENT NO. 2002210769

25' NATURAL GAS LINE EASEMENT DOCUMENT NO. 199918442



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP SET
- TS CONCRETE MONUMENT SET
- FC E PUBLIC UTILITY EASEMENT
- DI DRAINAGE EASEMENT
- SL SIGHT LINE EASEMENT
- SE EASEMENT
- CWQZ CRITICAL WATER QUALITY ZONE
- WCQZ WATER QUALITY TRANSITION ZONE
- WME WASTEWATER EASEMENT
- CF CRITICAL ENVIRONMENTAL FEATURE SIDEWALK

- ### BENCHMARK LIST:
- ALL VERTICAL CONTROL NOTED HEREIN IS IN RELATION TO STATE PLANE, HORIZONTAL AND VERTICAL DATUM.
- BM #1 1/2" IRON ROD WITH CAP SET & BURIED CAP FOUND 1.11' EAST OF EASTERN EDGE OF ASPHALT QUINLAN PARK ROAD AND 17'-4.90' SOUTH OF THE NORTHWESTERLY CORNER OF PROPOSED RIVER DANCE PHASE 3, AND 7'-1.16' SOUTH OF A 3" O.D. LIVE OAK TREE TAG NUMBER 1863 (TAG SHOWN) 11.11' ± 110.63
 - BM #2 1/2" IRON ROD WITH CAP SET & BURIED CAP FOUND 1.11' EAST OF EASTERN EDGE OF ASPHALT QUINLAN PARK ROAD AND 17'-4.90' SOUTH OF THE NORTHWESTERLY CORNER OF PROPOSED RIVER DANCE PHASE 3, AND 7'-1.16' WEST OF A 3" O.D. LIVE OAK TREE TAG NUMBER 1863 (TAG SHOWN) 11.11' ± 110.63
 - BM #3 1/2" IRON ROD WITH CAP SET & BURIED CAP FOUND 1.11' EAST OF WESTERN EDGE OF ASPHALT QUINLAN PARK ROAD AND 17'-4.90' SOUTH OF THE NORTHWESTERLY CORNER OF PROPOSED RIVER DANCE PHASE 3, AND 7'-1.16' WEST OF A 3" O.D. LIVE OAK TREE TAG NUMBER 1863 (TAG SHOWN) 11.11' ± 110.63

51 SW BY SCHOOL

REPLAT FOR SCHOOL

SHEET 1 OF 4

Bury+Partners
ENGINEERING SOLUTIONS
3045 Bee Caves Road, Suite 200 Austin, Texas 78746
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2006

2006 00285

RIVER DANCE PHASE 4

A 58.122 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666, AND THE WILLIAM BRADFORD SURVEY NO. 48, ABSTRACT NO. 91, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020

61 GREENBELT AND DRAINAGE EASEMENT
BLOCK F

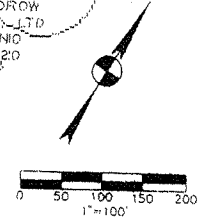
DEVELOPED 100 YEAR FLOODPLAIN

MATCH LINE SEE SHEET 1

76 GREENBELT AND DRAINAGE EASEMENT
POINT USE ACCESS EASEMENT AND P.U.E. AND SLOPE EASEMENT DETAIL (SEE DETAIL THIS SHEET)

BLOCK C
NO. 34026 E 75.00'

REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020



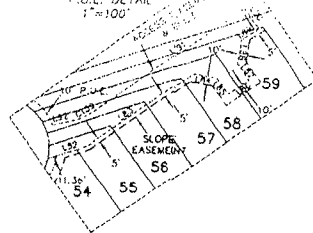
- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD WITH CAP SET
 - CONCRETE MONUMENT SET
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - S.L. SIGHT LINE EASEMENT
 - S.E. SLOPE EASEMENT
 - OWQZ CRITICAL WATER QUALITY ZONE
 - WQZ WATER QUALITY TRANSITION ZONE
 - WWE WASTEWATER EASEMENT
 - CEI CRITICAL ENVIRONMENTAL FEATURE LINE
 - SIDEWALK

WHERE SIDE WALKS SHOULD BE

REMAINDER OF 359.4 ACRES HILL RANCH, LTD VOLUME 1 PAGE 404

REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020

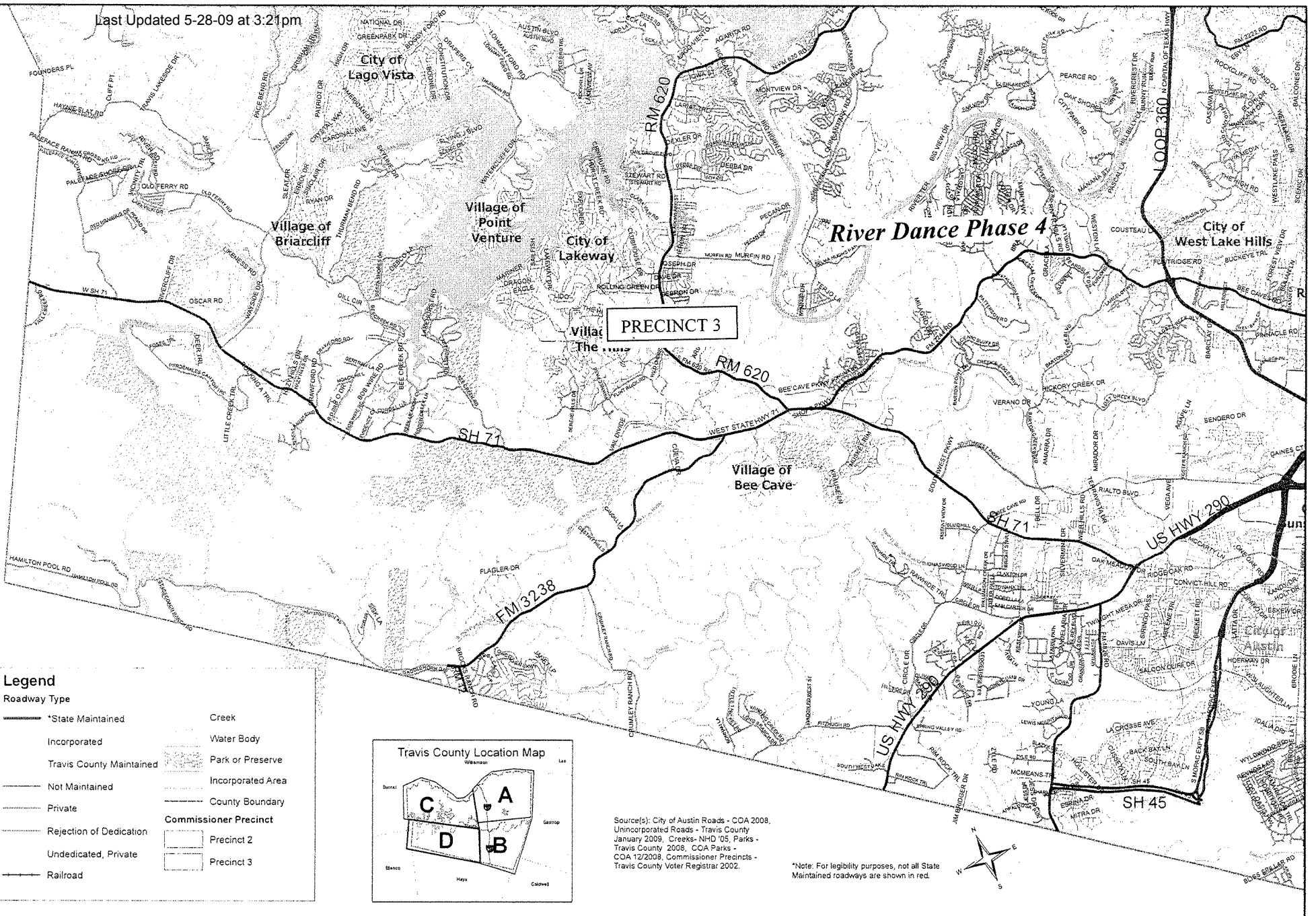
POINT USE ACCESS EASEMENT AND P.U.E. DETAIL 1"=100'



SHEET 2 OF 2

Bury+Partners
 ENGINEERING SOLUTIONS
 3145 Bee Hives Road, Suite 200 Austin, Texas 78748
 Tel. (512)328-0011 Fax (512)328-0325
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Last Updated 5-28-09 at 3:21pm

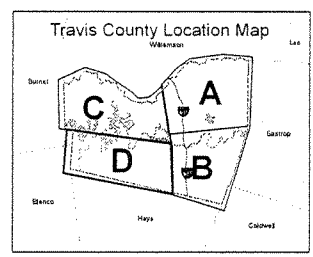


Legend

Roadway Type

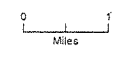
- *State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad

- Creek
- Water Body
- Park or Preserve
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 2
- Precinct 3



Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks - NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

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



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

Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources, Date: 1/17/2009, <http://www.co.travis.tx.us/maps>

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 2nd day of June, 2009, (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, 27, 2009 and recorded February 19, 2009 as Document No. 2009024711 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 River Dance Phase 3, a subdivision located in Travis County, being more particularly described at Document #200600133 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 River Dance Phase 4, a subdivision located in Travis County, being more particularly described in that certain plat as recorded at Document #200600285 and as Partial Replat of River Dance Phase 4 as recorded at Document #200700342; 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 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 River Dance Phase 4 plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include the River Dance Phase 4 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 River Dance Phase 4 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/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/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."

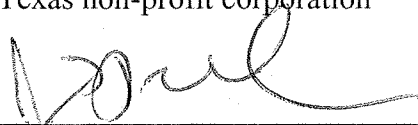
5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this First Amendment unless expressly modified in this First Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this 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: 
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 _____, 2009, 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

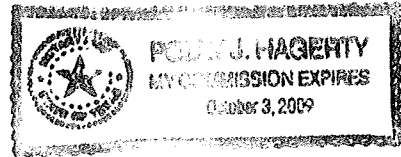
Printed/Typed Name

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 12th day of May, 2009, by James D. Plasek, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal)



Polly J. Hagerty
Notary Public in and for the State of Texas

Polly J. Hagerty
Printed/Typed Name

My commission expires: 10.3.09

ADDRESS OF ASSOCIATION:

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

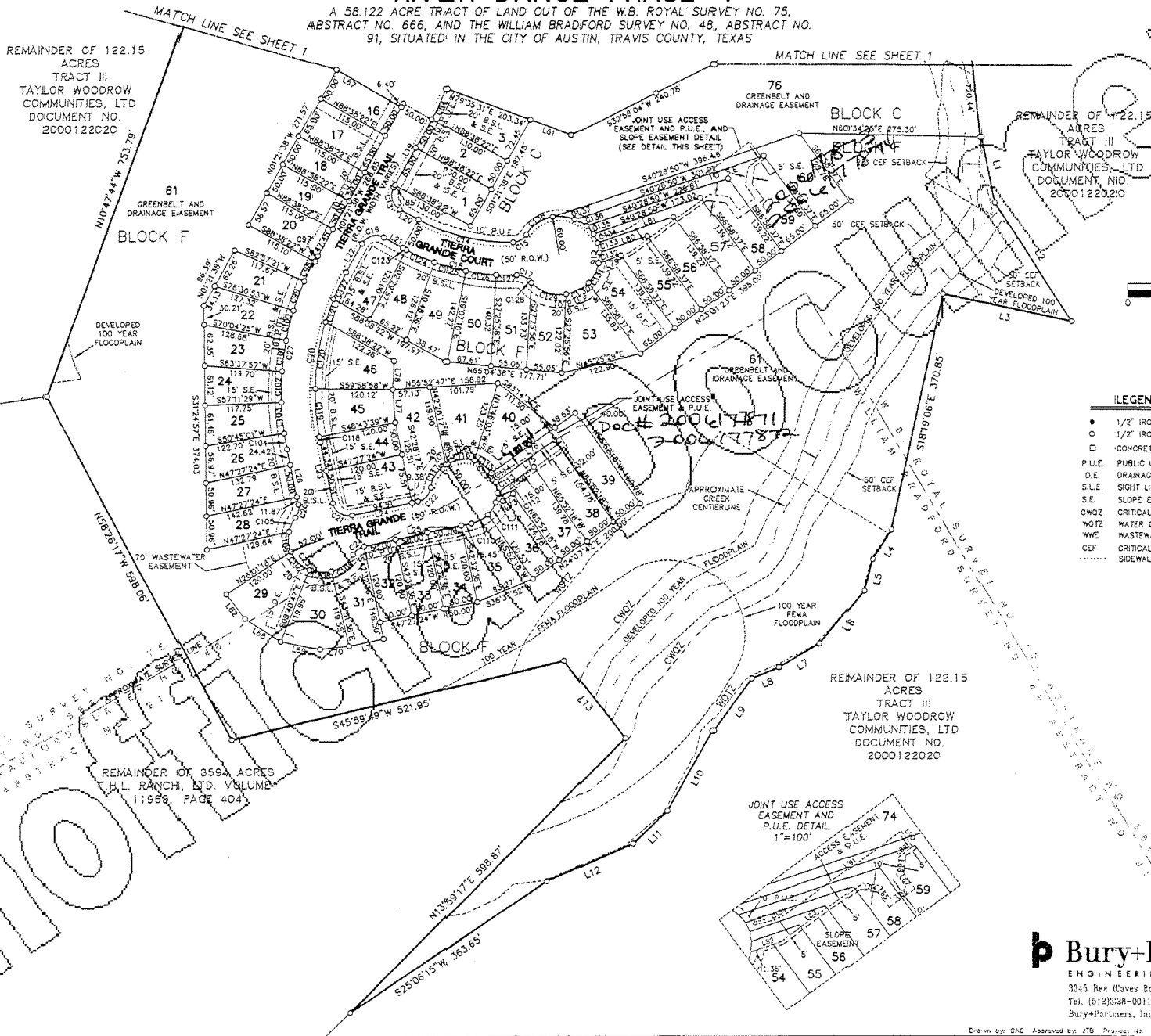
200600285

RIVER DANCE PHASE 4

A 58.122 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666, AND THE WILLIAM BRADFORD SURVEY NO. 48, ABSTRACT NO. 91, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

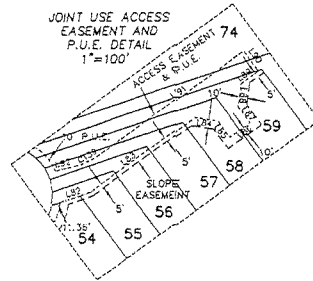
REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020

REMAINDER OF 122.15 ACRES TRACT III TAYLOR WOODROW COMMUNITIES, LTD DOCUMENT NO. 2000122020



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP SET
- CONCRETE MONUMENT SET
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- S.E. SLOPE EASEMENT
- OWQZ CRITICAL WATER QUALITY ZONE
- WQTZ WATER QUALITY TRANSITION ZONE
- WWE WASTEWATER EASEMENT
- CEF CRITICAL ENVIRONMENTAL FEATURE
- SIDEWALK



SHEET 2 OF

b Bury+Partners
 ENGINEERING SOLUTIONS
 3345 Bee Caves Road, Suite 200 Austin, Texas 78746
 Tel: (512)328-0011 Fax: (512)328-0325
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RIVER DANCE PHASE 4

A 58.122 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75,
ABSTRACT NO. 666, AND THE WILLIAM BROADSTON SURVEY NO. 48, ABSTRACT NO.
91, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C01	05°37'24"	3953.00	399.36	399.20	N47°31'24"E
C02	01°28'31"	970.00	23.26	23.26	S46°02'39"E
C03	91°40'28"	25.00	40.60	35.87	N87°22'28"E
C04	08°51'32"	1024.00	178.37	176.15	N44°27'55"E
C05	89°11'30"	25.00	38.48	34.79	S07°17'35"W
C06	86°32'44"	325.00	49.82	44.85	S52°36'35"W
C07	90°10'00"	25.00	39.27	35.36	S07°04'57"W
C08	70°31'44"	25.00	39.27	35.36	S07°04'57"W
C09	250°31'43"	50.00	218.63	181.85	N1°44'05"W
C10	89°59'59"	25.00	39.27	35.36	N84°55'05"W
C11	88°59'59"	25.00	39.27	35.36	S55°04'59"W
C12	38°43'26"	325.00	218.71	212.90	S20°32'02"E
C13	90°00'00"	25.00	39.27	35.36	S46°21'38"E
C14	307°41'01"	275.00	148.31	146.52	N73°11'22"E
C15	54°32'28"	23.00	24.66	23.68	N29°28'38"E
C16	287°29'33"	60.00	301.47	78.64	N34°30'50"W
C17	52°09'56"	94.00	22.73	21.95	N33°02'43"W
C18	31°38'22"	325.00	178.47	177.20	S73°49'11"W
C19	90°00'01"	25.00	39.27	35.36	S42°38'22"W
C20	41°10'59"	375.00	269.44	263.78	S21°57'07"E
C21	88°59'59"	25.00	39.27	35.36	S42°38'22"W
C22	70°31'44"	25.00	39.27	35.36	S42°38'22"W
C23	250°31'44"	50.00	218.63	181.85	N1°44'05"W
C24	49°30'26"	25.00	21.80	20.94	S22°42'11"W
C25	188°00'53"	32.00	121.54	103.58	N17°47'23"W
C26	49°30'26"	25.00	21.80	20.94	S22°42'11"W
C27	41°10'59"	375.00	269.44	263.78	N17°47'23"W
C28	38°43'26"	325.00	218.71	212.90	N17°47'23"W
C29	12°33'36"	375.00	82.24	82.08	N46°12'01"W
C30	07°11'10"	1030.00	129.18	129.10	N46°12'01"W
C31	80°28'15"	25.00	36.46	35.49	N03°41'07"W
C32	00°30'56"	875.00	8.77	8.77	N41°17'07"W
C33	89°29'09"	25.00	36.04	34.20	N86°47'38"E
C34	70°31'43"	25.00	39.27	35.36	S13°11'57"E
C35	280°31'34"	50.00	218.63	181.85	N1°44'05"W
C36	38°53'40"	25.00	42.13	37.32	N00°11'00"W
C37	03°17'53"	975.00	58.12	56.11	N49°44'48"E
C38	91°48'31"	25.00	40.06	35.31	S82°42'02"E
C39	88°52'44"	275.00	78.57	78.17	S28°38'33"W
C40	90°30'01"	25.00	39.27	35.36	N84°55'05"W
C41	80°28'15"	25.00	36.46	35.49	N46°12'01"W
C42	00°25'03"	1025.00	17.47	17.47	S41°44'42"W
C43	02°44'30"	1025.00	49.05	49.04	S48°03'58"W
C44	02°44'30"	1025.00	49.05	49.04	S48°03'58"W
C45	02°44'30"	1025.00	49.05	49.04	S48°03'58"W
C46	01°12'59"	1025.00	21.76	21.76	S20°47'13"W
C47	40°21'29"	25.00	17.81	17.81	S06°58'47"W
C48	307°01'14"	25.00	13.16	13.01	S19°14'32"E
C49	85°37'33"	50.00	72.10	66.02	S07°36'41"E
C50	40°06'06"	50.00	35.00	34.29	N08°21'02"E
C51	40°58'28"	50.00	36.76	35.00	N19°19'33"E
C52	38°04'30"	50.00	33.23	32.82	N18°44'57"W
C53	38°04'30"	50.00	33.23	32.82	N43°07'31"W
C54	10°40'38"	50.00	9.32	9.32	S31°24'34"E
C55	10°40'38"	275.00	70.71	70.51	S18°39'24"E
C56	14°43'54"	275.00	70.71	70.51	S03°55'29"E
C57	14°43'54"	275.00	70.71	70.51	S10°48'25"W
C58	14°43'54"	275.00	70.71	70.51	S10°48'25"W
C59	14°43'54"	275.00	70.71	70.51	S10°48'25"W
C60	18°26'37"	275.00	74.12	73.60	S40°37'35"W
C61	01°44'03"	275.00	8.32	8.32	S49°12'55"W
C62	38°06'57"	275.00	60.70	60.15	N43°58'32"W
C63	04°20'59"	425.00	33.01	33.00	N50°15'30"W
C64	03°02'52"	325.00	51.32	51.27	N05°33'03"W
C65	10°02'56"	325.00	57.00	56.93	N15°25'57"W
C66	10°36'39"	325.00	60.19	60.10	N25°45'44"W
C67	38°51'00"	325.00	50.20	50.15	N33°20'34"W
C68	08°36'03"	350.00	71.41	71.50	S44°13'24"E
C69	37°48'53"	350.00	131.00	132.40	S87°29'22"E

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C70	07°11'20"	50.00	15.00	14.94	N18°04'48"E
C71	07°11'20"	50.00	15.00	14.94	N18°04'48"E
C72	37°11'24"	50.00	32.80	32.03	N00°30'30"E
C73	37°11'24"	50.00	32.80	32.03	N00°30'30"E
C74	81°52'48"	50.00	54.00	51.41	N48°49'20"W
C75	32°41'03"	50.00	28.82	28.16	S85°53'45"W
C76	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C77	07°39'00"	325.00	44.91	44.91	N18°04'48"E
C78	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C79	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C80	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C81	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C82	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C83	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C84	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C85	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C86	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C87	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C88	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C89	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C90	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C91	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C92	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C93	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C94	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C95	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C96	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C97	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C98	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C99	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C100	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C101	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C102	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C103	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C104	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C105	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C106	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C107	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C108	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C109	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C110	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C111	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C112	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C113	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C114	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C115	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C116	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C117	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C118	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C119	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C120	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C121	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C122	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C123	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C124	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C125	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C126	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C127	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C128	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C129	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C130	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C131	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C132	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C133	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C134	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C135	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C136	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C137	05°48'18"	325.00	38.41	38.39	N18°04'48"E
C138	05°48'18"	325.00	38.41	38.39	N18°04'48"E

**EASEMENT CURVE TABLE
(SEE SHEET 2)**

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C139	24°13'40"	83.00	35.84	35.88	N35°04'12"E

**EASEMENT LINE TABLE
(SEE SHEET 2)**

No.	Bearing	Distance
L1	N40°28'30"E	39.37
L2	N43°01'23"E	151.59
L3	N88°01'23"E	28.28
L4	S86°39'37"E	21.60
L5	N23°01'23"E	30.00
L6	N68°39'37"E	24.60
L7	N43°01'23"E	28.28
L8	N23°01'23"E	23.69
L9	N88°01'23"E	30.00
L10	S23°01'23"E	21.60
L11	S47°15'02"W	119.82

LINE TABLE

No.	Bearing	Distance
L1	S41°56'48"E	102.75
L2	S83°54'34"E	218.85
L3	S71°40'54"E	201.29
L4	S07°05'58"E	63.41
L5	S16°05'00"E	31.05
L6	S28°00'00"W	105.04
L7	S28°00'00"W	73.04
L8	S37°04'15"W	45.17
L9	S05°21'40"W	39.75
L10	S01°39'58"E	741.43
L11	S15°25'45"W	32.72
L12	S35°19'04"W	144.65
L13	N68°28'54"W	150.79
L14	S45°17'48"E	150.37
L15	S61°23'42"E	86.83
L16	S38°47'47"E	162.85
L17	S50°04'37"E	56.83
L18	S35°59'02"E	153.02
L19	S21°11'58"E	118.85
L20	N58°32'22"E	33.14
L21	S88°38'22"W	33.14
L22	S01°11'38"E	26.00
L23	S48°32'36"E	84.88
L24	N47°37'26"E	104.29
L25	S47°27'26"E	184.49
L26	N10°23'36"E	88.29
L27	N62°28'59"W	117.88
L28	N04°03'34"W	80.16
L29	N49°17'49"W	150.37
L30	S48°27'48"E	33.77
L31	N67°07'58"E	118.85
L32	S36°47'47"E	156.89
L33	N38°28'03"W	30.00
L34	N52°23'39"W	117.88
L35	N49°54'15"W	78.87
L36	N	

PARTIAL REPLAT OF RIVER DANCE PHASE 4

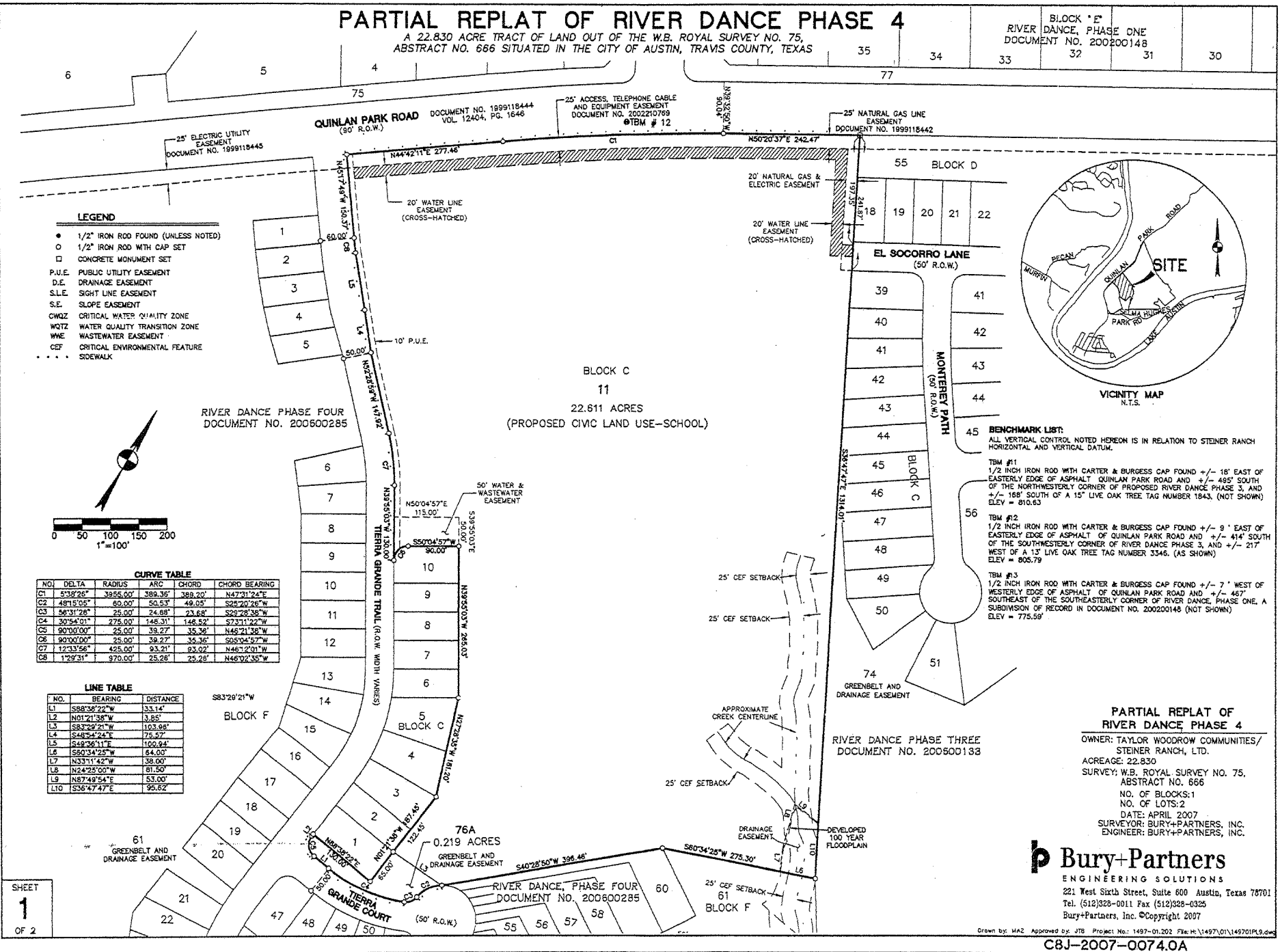
A 22.830 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666 SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

BLOCK "E"
RIVER DANCE, PHASE ONE
DOCUMENT NO. 200200148

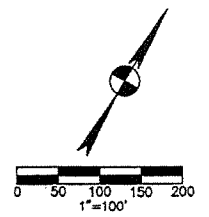
200700342

11-19-2007

PHOTOGRAPHIC MYLAR \$65.00



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ◻ 1/2" IRON ROD WITH CAP SET
 - ◻ CONCRETE MONUMENT SET
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - S.L.E. SIGHT LINE EASEMENT
 - S.E. SLOPE EASEMENT
 - CWQZ CRITICAL WATER QUALITY ZONE
 - WQTZ WATER QUALITY TRANSITION ZONE
 - WWE WASTEWATER EASEMENT
 - CEF CRITICAL ENVIRONMENTAL FEATURE
 - ... SIDEWALK



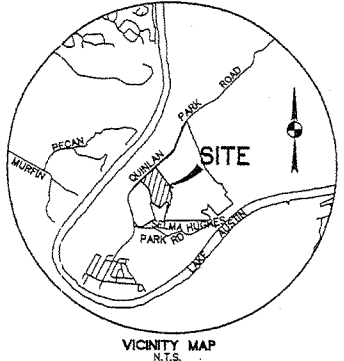
CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	5°38'26"	3855.00'	389.35'	389.20'	N47°31'24"E
C2	48°15'05"	60.00'	50.53'	49.05'	S28°20'28"W
C3	56°31'28"	25.00'	24.68'	23.68'	S28°28'38"W
C4	30°54'01"	275.00'	148.31'	148.52'	S73°11'22"W
C5	90°30'00"	25.00'	39.27'	35.38'	N45°21'38"W
C6	90°00'00"	25.00'	39.27'	35.35'	S23°34'57"W
C7	12°33'56"	425.00'	93.21'	93.02'	N46°22'01"W
C8	1°29'31"	970.00'	25.28'	25.28'	N46°02'35"W

LINE TABLE

NO.	BEARING	DISTANCE
L1	S88°28'22"W	33.14'
L2	N81°21'38"W	3.85'
L3	S83°29'21"W	103.84'
L4	S48°54'24"E	75.57'
L5	S49°26'11"E	100.94'
L6	S60°34'25"W	84.00'
L7	N33°14'22"W	38.00'
L8	N24°25'00"W	81.50'
L9	N87°49'54"E	53.00'
L10	S36°47'47"E	95.62'

- BENCHMARK LIST:**
ALL VERTICAL CONTROL NOTED HEREON IS IN RELATION TO STEINER RANCH HORIZONTAL AND VERTICAL DATUM.
- TBM #1
1/2 INCH IRON ROD WITH CARTER & BURGESS CAP FOUND +/- 18' EAST OF EASTERLY EDGE OF ASPHALT QUINLAN PARK ROAD AND +/- 495' SOUTH OF THE NORTHWESTERLY CORNER OF PROPOSED RIVER DANCE PHASE 3, AND +/- 168' SOUTH OF A 15' LIVE OAK TREE TAG NUMBER 1843, (NOT SHOWN) ELEV = 810.63
- TBM #2
1/2 INCH IRON ROD WITH CARTER & BURGESS CAP FOUND +/- 9' EAST OF EASTERLY EDGE OF ASPHALT OF QUINLAN PARK ROAD AND +/- 414' SOUTH OF THE SOUTHWESTERLY CORNER OF RIVER DANCE PHASE 3, AND +/- 217' WEST OF A 13' LIVE OAK TREE TAG NUMBER 3346, (AS SHOWN) ELEV = 805.79
- TBM #3
1/2 INCH IRON ROD WITH CARTER & BURGESS CAP FOUND +/- 7' WEST OF WESTERLY EDGE OF ASPHALT OF QUINLAN PARK ROAD AND +/- 467' SOUTHEAST OF THE SOUTHEASTERLY CORNER OF RIVER DANCE, PHASE ONE, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200200148 (NOT SHOWN) ELEV = 775.58'



PARTIAL REPLAT OF RIVER DANCE PHASE 4
OWNER: TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.
ACREAGE: 22.830
SURVEY: W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666
NO. OF BLOCKS: 1
NO. OF LOTS: 2
DATE: APRIL 2007
SURVEYOR: BURY+PARTNERS, INC.
ENGINEER: BURY+PARTNERS, INC.

b Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600 Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2007

SHEET
1
OF 2

PARTIAL REPLAT OF RIVER DANCE PHASE 4

A 22.830 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666 SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF TRAVIS)

THAT TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, BY TWO/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, ACTING BY AND THROUGH JAMES D. PLASEK, ITS VICE PRESIDENT AS OWNER OF THAT CERTAIN 22.830 ACRE TRACT OF LAND OUT OF THE W.B. ROYAL SURVEY NO. 75, ABSTRACT NO. 666, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 122.15 ACRES TRACT CALLED TRACT III AS CONVEYED TO TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2000122020 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 22.830 ACRES BEING COMPRISED OF THE FOLLOWING LOTS, BLOCKS, AND STREET RIGHT-OF-WAYS CONTAINED IN THE PARTIAL PLAT VACATION OF RIVER DANCE PHASE FOUR, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800285 OF SAID OFFICIAL PUBLIC RECORDS: ALL OF BLOCK D; ALL OF BLOCK T; LOT 11 LOT 38 INCLUSIVE AND LOT 78 OF BLOCK C; EL SOCORRO LANE RIGHT-OF-WAY; EL SOCORRO COVE RIGHT-OF-WAY; SEDONA PASS RIGHT-OF-WAY; AND AZUL COVE RIGHT-OF-WAY; SAID PARTIAL PLAT VACATION BEING OF RECORD IN DOCUMENT NO. 2007120311 OF SAID OFFICIAL PUBLIC RECORDS; DO HEREBY REPLAT SAID SUBDIVIDE SAID 22.830 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "PARTIAL REPLAT OF RIVER DANCE PHASE 4", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED, PURSUANT TO CHAPTERS 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 25 OF THE AUSTIN CITY CODE.

BY: TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD., A TEXAS LIMITED PARTNERSHIP
BY: TWO/STEINER RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

J.D. Plasek
BY: JAMES D. PLASEK, VICE PRESIDENT DATE
TWO/STEINER RANCH, L.L.C.
3409 GRIMES RANCH ROAD
AUSTIN, TX 78732

STATE OF TEXAS)
COUNTY OF TRAVIS)
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 26th DAY OF September, 2007, BY JAMES D. PLASEK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 26th DAY OF September, 2007 A.D.

M.S. Lee
TRISH LEE
IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES
September 06, 2010
Notary Public, State of Texas
My Commission Expires
September 06, 2010

FLOOD PLAIN NOTE:
NO PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR FLOODPLAIN AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 4845300290E, DATED JUNE 16, 1993 FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS.

ENGINEER'S CERTIFICATION:
I, JENNIFER A. MASSIE-GORE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

J. Massie-Gore 1/6/07
JENNIFER A. MASSIE-GORE
TEXAS REGISTRATION NO. 93704
BURY + PARTNERS, INC.
221 WEST SIXTH STREET SUITE 600
AUSTIN, TEXAS 78701

SURVEYOR'S CERTIFICATION:
I, JOHN T. BILNOSKI, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 25 OF THE AUSTIN CODE OF 1999, AS AMENDED, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

J. Bilnoski 9/25/07
JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
BURY + PARTNERS, INC.
221 WEST SIXTH STREET SUITE 600
AUSTIN, TEXAS 78701

GENERAL NOTES:
1. NO BUILDING, FENCES, LANDSCAPING OR OTHER SUCH STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY CITY OF AUSTIN/TRAVIS COUNTY.
2. PROPERTY OWNER OR ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
3. NO OBJECTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
4. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH A SPECIFIC APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
5. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO THE LAND DEVELOPMENT CODE SECTION 25-8-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
6. ALL BUILDING FOUNDATIONS ON SLOPES OF 15% AND OVER AND ON FILL PLAT ON SUCH SLOPES SHALL UTILIZE DESIGN AND CONSTRUCTION PRACTICES CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER QUALIFIED TO PRACTICE IN THIS FIELD.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 WATER AND WASTEWATER SYSTEM.

8. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY AND THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
9. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY AND THE TRAVIS COUNTY WCID NO. 17. THE WASTEWATER UTILITY PLAN MUST BE REVIEWED BY THE TRAVIS COUNTY WCID NO. 17 AND BE IN ACCORDANCE WITH THE TCEQ STANDARDS. THE WATER UTILITY PLAN MUST BE IN ACCORDANCE WITH THE CITY UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER SYSTEM CONSTRUCTION MUST BE INSPECTED BY TRAVIS COUNTY WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 17.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

11. THIS SUBDIVISION IS LOCATED WITHIN THE LAKE AUSTIN WATERSHED WHICH IS CLASSIFIED AS A WATER SUPPLY RURAL WATERSHED AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE, AS AMENDED BY ORDINANCE NO. 011025-49.
12. GREENBELT RESTRICTIONS:
THE FOLLOWING LOT IS RESERVED AS GREENBELT AND/OR DRAINAGE EASEMENT, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR SUCCESSOR IN TITLE: BLOCK C, LOT 76A

13. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF RIGHT-OF-WAY OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
14. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

15. THE LOT IS RESTRICTED AGAINST RESIDENTIAL DEVELOPMENT. IS LIMITED TO A TOTAL OF 1300 SQUARE FEET OF IMPERVIOUS COVER FOR UTILITIES, MAIL BOX ENCLOSURES, PARK AMENITIES AND RECREATIONAL USES WITHIN THE GREENBELT LOTS AS PER SECTION III OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT; AND ARE RESTRICTED AGAINST CONSTRUCTION ON SLOPES IN ACCORDANCE WITH SECTIONS 25-8-301 AND 25-8-302 OF THE LAND DEVELOPMENT CODE. A RESTRICTIVE COVENANT HAS BEEN RECORDED IN DOCUMENT NO. 2007120319 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

16. A VARIANCE TO SECTION 20-1 OF THE LAND DEVELOPMENT CODE, WAS GRANTED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF AUSTIN ON THE _____ DAY OF _____, 2007, A.D.

GENERAL NOTES:
15. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES FOR THIS SITE. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
16. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, SLOPE PROTECTION, AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN (10) FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. AUSTIN ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
17. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
18. THIS SUBDIVISION IS SUBJECT TO ORDINANCE NO. 011025-49, WHICH CONTAINS: (1) THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND STEINER RANCH PARTNERS AS RECORDED IN DOCUMENT NO. 2001180705 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND (2) THAT CERTAIN CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180704 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
19. THIS SUBDIVISION IS A PORTION OF THE RIVER DANCE PHASE 4 PARCEL AS DEPICTED IN EXHIBIT "C" PER THE CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER RECORDED IN DOCUMENT NO. 2001180704 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
20. PER SECTION III, IV AND EXHIBIT "C" OF THE STEINER RANCH AGREEMENT/CONSERVATION EASEMENT TO RESTRICT IMPERVIOUS COVER, IMPERVIOUS COVER, SEWER GENERATING DEVELOPMENT UNITS, AND COMMERCIAL OTHER BUILDING SQUARE FOOTAGE WILL BE ALLOCATED AT THE SITE PLAN STAGE.
21. ALL CEFS SHALL HAVE A MINIMUM 50 FOOT SETBACK WHERE A NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT POSSIBLE; CONSTRUCTION IS PROHIBITED AND WASTEWATER IRRIGATION AND DISPOSAL IS PROHIBITED.
22. PER THE APPROVED PRELIMINARY PLAN REVISION NO. 3 AND THE STEINER RANCH DEVELOPMENT AGREEMENT, SECTION VII B-3(i), AN ADMINISTRATIVE VARIANCE HAS BEEN GRANTED FOR CUT/FILL OF 8 FEET OR LESS.
23. PER THE APPROVED PRELIMINARY PLAN REVISION NO. 3 AND THE STEINER RANCH DEVELOPMENT AGREEMENT, SECTION VII B-3(ii), AN ADMINISTRATIVE VARIANCE HAS BEEN GRANTED FOR THE CONSTRUCTION OF DRIVEWAYS, BUILDINGS, AND RESIDENCES ON SLOPES UP TO 35%.

24. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF PEAK FLOWS FOR THE DEVELOPMENT SHALL BE LIMITED BY DETENTION TO THE PRE-DEVELOPMENT PEAK FLOW RATES EXCEPT IN AREAS WHERE WAIVERS FROM DETENTION ARE APPROVED.
25. THE DESIGNATED 100-YEAR FLOODPLAIN SHALL BE WHOLLY CONTAINED WITHIN A DRAINAGE EASEMENT.
26. EMERGENCY ACCESS WILL BE PROVIDED FROM THE END OF EL SOCORRO LANE IN THE ADJACENT RIVER DANCE PHASE 3 SUBDIVISION TO QUINLAN PARK ROAD AT THE SITE PLAN STAGE.
27. THIS SUBDIVISION SHALL ADDRESS WATER QUALITY REQUIREMENTS IN ACCORDANCE WITH LDC 25-8-211 AND STEINER RANCH DEVELOPMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2001180705.

28. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

29. APPROVED, ACCEPTED, AND AUTHORIZED FOR RECORD, UNDER SECTION 30-2-04(b)(2), AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, BY THE EXECUTIVE MANAGER, TRANSPORTATION AND NATURAL RESOURCES, TRAVIS COUNTY, THIS THE 12th DAY OF November, 2007, AD.

J. Greenman
JOSEPH A. GREENMAN, EXECUTIVE MANAGER
TRANSPORTATION AND NATURAL RESOURCES

DATE _____
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

COMMISSIONERS' COURT RESOLUTION
IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROAD AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE AND TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS TO SECURE FISCAL SECURITY WITH THE COUNTY IN THE EVENT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORITY OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OF THE SUBSEQUENT ACCEPTANCE OF MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THIS SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR GREAT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

CITY CERTIFICATIONS:
THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2 MILE ETJ OF THE CITY OF AUSTIN AND IS ACCEPTED FOR RECORD BY THE DIRECTOR OF THE WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS.

THIS THE 26th DAY OF November, 2007, A.D.
Victoria HSU
VICTORIA HSU, P.E., DIRECTOR
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF AUSTIN ON THE _____ DAY OF _____, 2007, A.D.

OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF TRAVIS)
I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY

CERTIFY THAT ON THE _____ DAY OF _____, 2007, A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE _____

DAY OF _____, 2007, A.D.
DANA DEBEAUVOR, CLERK OF COURT
TRAVIS COUNTY, TEXAS

BY _____
DEPUTY

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19th DAY OF November, 2007, A.D. AT 9:37 O'CLOCK A.M. AND DULY RECORDED ON THE 19th DAY OF November, 2007, A.D. AT 9:37 O'CLOCK A.M. OF SAID COUNTY AND STATE IN DOCUMENT NO. 200700342.
OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2007, A.D.

D. Bartholomew
DEPUTY

Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512)328-0011 Fax: (512)328-0325
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200700342

PHOTOGRAPHIC MYLAR

Travis County Commissioners Court Agenda Request

Voting Session: June 2, 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 the following items related to the Community Development Block Grant funds through the American Recovery and Reinvestment Act of 2009 (CDBG-R) available through the U.S. Department of Housing and Urban Development:

- A. Request to accept comments received during the 7 day public comment period on the proposed usage of CDBG-R funds;
- B. Request to approve the Substantial Amendment to the Program Year 2008 Annual Action Plan.
- C. Request to authorize submission of the Program Year 2008 Substantial Amendment and related spreadsheets to the U.S. Department of Housing and Urban Development; and
- D. Other Related Items.

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

Signature of Commissioner(s) or County Judge

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

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

Rodney Rhoades, PBO

Jason Walker, Purchasing

Travis Gatlin, PBO

Joe Gieselman, TNR

Susan A. Spataro, Auditor's Office

DeDe Bell, Auditor's Office

Mary Etta Gerhardt, County Attorney's Office

Cyd Grimes, Purchasing

Lee Turner, TNR

Steven Manilla, TNR

Jessica Rios, TNR

Cynthia McDonald, TNR

Kathleen Haas, HHS/VS

Chris Gilmore, County Attorney's Office

Janice Cohoon, Auditor's Office

Kimberly Walton, Auditor's Office

Nancy Goodman Gil, HHS/VS

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

X Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
MAY 26 PM 1:33

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



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

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

DATE: May 26, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Community Development Block Grant Program (CDBG)

Proposed Motion:

Consider and take appropriate action on the following items related to the Community Development Block Grant funds through the American Recovery and Reinvestment Act of 2009 (CDBG-R) available through the U.S. Department of Housing and Urban Development:

- A. Request to review comments received during the 7 day public comment period on the proposed usage of CDBG-R funds;
- B. Request to approve the Substantial Amendment to the Program Year 2008 Annual Action Plan.
- C. Request to authorize submission of the Program Year 2008 Substantial Amendment and related spreadsheets to the U.S. Department of Housing and Urban Development; and
- D. Other Related Items.

Summary and Staff Recommendations:

- A. A 7 day public comment period was held to receive comments on the proposed uses of funds for the CDBG-R Substantial Amendment to the PY08 Action Plan. The comment period was held from May 22, 2009 through May 29, 2009. A summary of the public comments and any necessary actions will be provided on Monday, June 1, 2009, and will be attached as Exhibit A in a revised memorandum.
- B. Staff recommends the approval of the final draft of Travis County PY08 Substantial Amendment in order to apply for CDBG-R funds. From the last draft provided to the Court via email on May 21, 2009, staff made grammatical and wording changes to improve clarity and readability and added the public comments and staff responses, required certifications and spreadsheets, and appropriate appendices. Staff recommends accepting these changes. **A final draft will be made available to the Court on Monday, June 1, 2009.**
- C. Staff recommends the authorization of the submission of the CDBG-R PY08 Substantial Amendment to the U.S. Department of Housing and Urban Development, San Antonio Field Office, Region VI, and the required spreadsheet to the HUD Recovery website. Approving the submission of the Amendment to HUD provides the opportunity to move forward with the grant, accepting CDBG funds for the third consecutive year. The Standard Form 424, which must be signed by the County Judge, is included in the final draft.

Budgetary and Fiscal Impacts:

The funding of recommended projects for CDBG-R follows the allocation guidelines established by HUD. No matching funds are required. Staff anticipates that the grant funds will be available by August 2009. All funds must be expended by September 30, 2012.

Approving the submission of the Substantial Amendment for CDBG-R funds to HUD will increase the County's funding by \$266,300 permitting the expansion of housing, community, and economic developments in the unincorporated areas of Travis County.

Background:

The American Recovery and Reinvestment Act of 2009 ("Recovery Act") was signed into law by President Obama on February 17, 2009. It is an unprecedented effort to jumpstart our economy, create or save three to four million jobs, and lay the foundation for a robust and sustainable 21st century economy. The Act includes measures to modernize our nation's infrastructure, enhance energy independence, invest in our homes and communities, expand educational opportunities, preserve and improve affordable health care, provide tax relief, and protect those in greatest need. And because taxpayer dollars must be invested efficiently, effectively, and without waste,

fraud, or abuse, the Act requires unprecedented levels of transparency, oversight, and accountability.

The Recovery Act includes \$13.61 billion for projects and programs administered by the Department of Housing and Urban Development, nearly 75 percent of which was allocated to state and local recipients on February 25, 2009 – only eight days after President Obama signed the Act into law. Recovery Act investments in HUD programs will be not just swift, but also effective: they will generate tens of thousands of jobs, modernize homes to make them energy efficient, and help the families and communities hardest hit by the economic crisis. The remaining 25 percent of funds will be awarded via competition in the coming months.

CDBG-R:

On, Wednesday, February 25, 2009, HUD announced the formula allocation amounts for the CDBG funds included in the American Recovery and Reinvestment Act (ARRA) which are called CDBG-R. The amount set aside for Travis County is \$226,300. On March 3, 2009, staff informed the Commissioners Court of this announcement and was provided guidance to look at the current project list to determine what, if any, projects might be feasible for this funding stream.

HUD had 30 days to provide guidance on how to integrate CDBG regulations with the conditions of ARRA. Due to clarifications needed from the White House, the guidance was delayed until May 6, 2009. Staff has reviewed the guidance provided and evaluated potential projects from the project list including project ideas submitted for PY 2009. On May 19, 2009, the Commissioners Court selected the recommended project and a public comment period was held from May 22, 2009 through May 29, 2009 and a public hearing was held on May 26, 2009.

Travis County Commissioners Court Agenda Request

Voting Session June 2, 2009
(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 \$439,358.39, for the period of May 15, 2009 to May 21, 2009.

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
Rodney Rhoades	854-9106

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)

09 MAY 26 PM 4: 21

RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: June 2, 2009

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: May 15, 2009 to May 21, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$439,358.39

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 \$439,358.39.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
MAY 15, 2009 TO MAY 21, 2009**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2. Chart of Weekly Reimbursements Compared to Budget
- Page 3. Paid Claims Compared to Budgeted Claims
- Page 4. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: June 2, 2009
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: May 15, 2009
 TO: May 21, 2009

REIMBURSEMENT REQUESTED: \$ 439,358.39

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,336,482.37
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 26, 2009	\$ (897,124.15)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 439,358.39
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 439,358.39

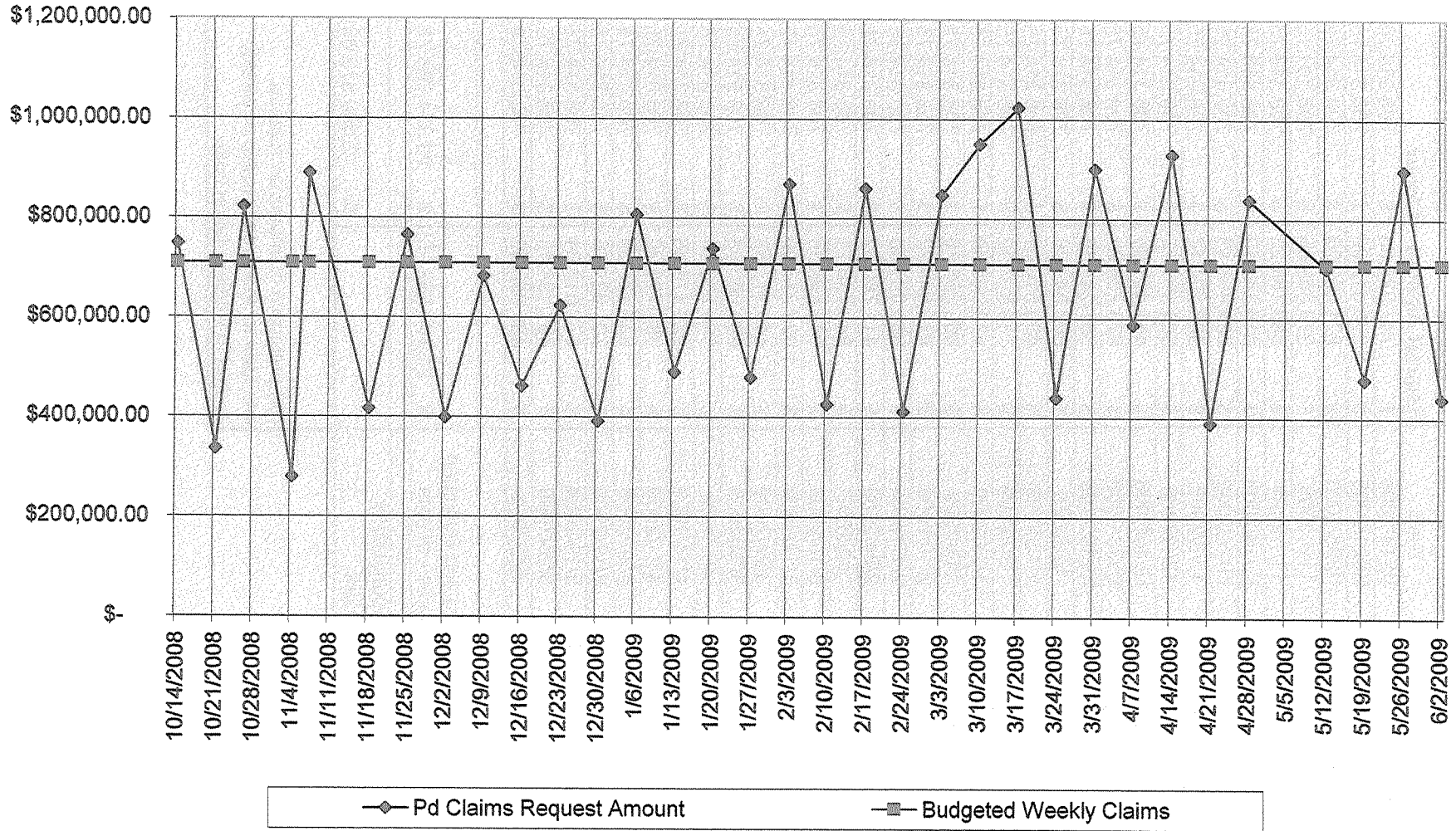
The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over \$25,000 (2 this week totaling \$124,332.04) 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 (\$49,879.70) 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 \$19,048.64.

TRAVIS COUNTY BENEFIT PLAN FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75



2

TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Last Updated 5-28-09 at 3:21pm

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	29333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14
3/13/09-3/19/09	3/31/2009	\$ 899,860.53	\$ 708,314.75	3	\$ 101,988.57
3/20/09-3/26/09	4/7/2009	\$ 586,930.54	\$ 708,314.75	4	\$ 176,607.27
3/27/09-4/2/09	4/14/2009	\$ 929,174.88	\$ 708,314.75	3	\$ 147,837.16
4/3/09-4/9/2009	4/21/2009	\$ 389,720.20	\$ 708,314.75	0	\$ -
4/10/09-4/16/09	4/28/2009	\$ 838,227.39	\$ 708,314.75	1	\$ 133,806.69
4/24/09-4/30/09	5/12/2009	\$ 701,327.76	\$ 708,314.75	2	\$ 88,216.00
5/1/09-5/7/09	5/19/2009	\$ 477,613.64	\$ 708,314.75	1	\$ 32,510.00
5/8/09-5/14/09	5/26/2009	\$ 897,124.15	\$ 708,314.75	4	\$ 128,854.65
5/15/09-5/21/09	6/2/2009	\$ 439,358.39	\$ 708,314.75	2	\$ 124,232.04

Paid and Budgeted Claims - to date	\$ 21,307,862.90	\$ 23,374,386.75
Amount Under Budget		\$ (2,066,523.85)

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

Last Updated 5-28-09 at 3:21pm

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY
 BASED ON THE MEMORIAL DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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: 2009-05-22 REQUEST AMOUNT: \$1,336,482.37

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-05-21	\$654,567.51
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,284,150.49
+ CURRENT DAY NET CHARGE:	\$52,331.88
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,336,482.37

ACTIVITY FOR WORK DAY: 2009-05-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$23,738.10	\$00.00	\$23,738.10
TOTAL:	\$23,738.10	\$00.00	\$23,738.10

ACTIVITY FOR WORK DAY: 2009-05-18

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$66,207.54	\$00.00	\$66,207.54

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_05_21

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	\$	1.37	RC	25531743	AE		1 ALONZO B	5/14/2009	100	5/21/2009
701254	632	\$	0.72	UX	19433683	AA		5 NORMA GU	5/11/2009	20	5/21/2009
701254	632	\$	0.70	RC	29972933	AH		1 TERESA VI	5/18/2009	100	5/21/2009
701254	632	\$	0.26	UX	21042762	AH		1 JULIE TR	5/13/2009	20	5/21/2009
701254	632	\$	(11.36)	NN	SSN0000C	AL		0 JOSE	5/12/2009	600	5/21/2009
701254	632	\$	(76.50)	UW	61134381	AH		6 MELISSA	5/13/2009	50	5/21/2009
701254	632	\$	(80.00)	NN	SSN0000C	AL		0 JOSE	5/18/2009	600	5/21/2009
701254	632	\$	(250.00)	UU	64089471	AA		1 BETTY LEA	5/20/2008	50	5/21/2009
701254	632	\$	(267.31)	Q2	32582812	AH		6 GARY	3/28/2008	50	5/21/2009
701254	632	\$	(349.91)	NN	SSN0000C	AL		0 JONAH	5/14/2009	600	5/21/2009
701254	632	\$	(361.56)	NN	SSN0000C	AL		0 HALLE	5/13/2009	600	5/21/2009
701254	632	\$	(447.30)	RB	28670492	AH		9 CARLOS BA	5/12/2009	50	5/21/2009
701254	632	\$	(514.21)	O7	47164654	AH		7 TERESA HC	5/16/2009	50	5/21/2009
701254	632	\$	(540.00)	NN	SSN0000C	AL		0 MAKAYLA	5/12/2009	600	5/21/2009
701254	632	\$	(673.33)		26 137227	AE		6 KATHLEEN	5/15/2009	50	5/21/2009
701254	632	\$	(689.92)		26 137096	AA		1 ELIZABETH	5/15/2009	50	5/21/2009
701254	632	\$	(798.33)	NN	SSN0000C	AL		0 JONAH	5/13/2009	600	5/21/2009
701254	632	\$	(6,845.89)		26 137011	AE		5 JENSEN K	5/15/2009	50	5/21/2009
701254	632	\$	(7,143.02)	NN	SSN0000C	AL		0 CAROL DA	5/18/2009	600	5/21/2009

\$439,358.39

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/21/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>CLAIM</i>	<i>TRANS</i>	<i>ISS_DATE</i>	<i>CODE</i>	<i>TRANS_DATE</i>
				<i>GRP</i>	<i>ACCT#</i>			

Total: \$0.00

6

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/21/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	135,479.11
RR	526-1145-522.45-29	8,729.51
Total CEPO		\$144,208.62
EPO		
EE	526-1145-522.45-20	68,808.92
RR	526-1145-522.45-21	8,802.23
Total EPO		\$77,611.15
PPO		
EE	526-1145-522.45-25	207,135.20
RR	526-1145-522.45-26	10,403.42
Total PPO		\$217,538.62
Grand Total		\$439,358.39

Travis County Commissioners Court Agenda Request

Voting Session 06/02/09
(Date)

Work Session _____
(Date)

I. Request made by:



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

- A. Routine Personnel Actions
- B. Non-Routine Personnel Actions

Medical Examiner – Salary Adjustment – Travis County Code § 10.03002

Constable 3 – POPS Policy - Travis County Code § 10.0295 (h)(4).

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)



June 2, 2009

ITEM # :

DATE: May 22, 2009

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD *LSM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Actions

Medical Examiner requests approval for salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002, Slot 17, Administrative Assoc, PG 14. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds. Pages 4, 6.

Constable 3 requests an exception to Non-TCSO Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 (h)(4) to begin Certified Civil Process Proficiency (CPP) pay retroactive to when eligibility requirements were met for slots 3, 8, 26, 27, 33, 35, and 38. Per policy, CPP would commence at the beginning of the fiscal year (FY 10) following the fiscal year in which the certification is achieved (FY 09). PBO confirms sufficient funds. Pages 5, 7.

Should Commissioners Court approve the Constable 3 request, HRMD recommends that the remaining Constables who are similarly situated be granted discretion to implement the policy exception to maintain internal equity.

HRMD continues to receive feedback from POPS departments for possible revisions to Travis County Code § 10.0295. HRMD would concur with a policy revision that would permit Constables to pay Civil Process Proficiency pay when eligibility requirements are met throughout the fiscal year. This and other policy revisions will be presented for Commissioners Court consideration within the next several months, to be effective 10/1/09.

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 2	46	Deputy Constable*	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Constable 2	47	Deputy Constable*	61 / Step 1 / \$43,210.75	61 / Step 1 / \$43,210.75
Constable 5	62	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
County Atty	90	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
Criminal Justice Planning	59	Attorney IV**	26 / \$73,000.00	26 / \$73,000.00
Fac Mgmt	13	Master Electrician	15 / \$46,426.02	15 / \$46,426.02
Juvenile Court	108	Juvenile Res Trt Ofcr I* **	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Sheriff	1360	HVAC Refrig Mechanic	15 / Midpoint / \$42,205.49	15 / Midpoint / \$42,205.49
Sheriff	1772	Security Coord	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Fac Mgmt	20035	Groundskeeper	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).					

CAREER LADDERS - POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	656	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1419	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	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
Juvenile Court	329	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$30,696.31	\$32,231.12	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	12	Pretrial Officer I* / Grd 15	Pretrial Officer I* / Grd 15	\$35,299.03	\$37,063.98	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	71	Pretrial Officer II* / Grd 16	Pretrial Officer III / Grd 17	\$38,956.25	\$41,683.19	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
Fac Mgmt	Slot 4 / Architectural Assoc Sr / Grd 21 / \$63,896.37	Fac Mgmt	Slot 4 / Architectural Assoc Sr / Grd 21 / \$69,647.04	Salary adjustment. Pay is between midpoint and max of pay grade.
Juvenile Court	Slot 25 / Planner / Mgmt / Res Spec / Grd 16 / \$54,181.50	Civil Courts	Slot 138 / Planner / Mgmt / Res Spec / Grd 16 / \$54,181.50	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
Juvenile Court	Slot 332 / Court Clerk I / Grd 13 / \$41,051.69	Civil Courts	Slot 139 / Court Clerk I / Grd 13 / \$41,051.69	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
Tax Collector	Slot 28 / Tax Specialist II / Grd 14 / \$35,144.92	Criminal Justice Planning	Slot 57 / Legal Secretary* / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Medical Examiner	17	Office Specialist Sr / 12796	NE	12	Administrative Assoc / 14506	NE	14
Medical Examiner	31	Forensic Autopsy Supv / 16820	E	16	Forensic Autopsy Tech Chief / 19XXX	E	19
Department requested in order to meet departmental needs. PBO has confirmed funding.							

SECTION B. NON-ROUTINE PERSONNEL ACTIONS

NON-ROUTINE – Salary Adjustment				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Medical Examiner	Slot 17 / Administrative Assoc / Grd 14 / \$38,792.48	Medical Examiner	Slot 17 / Administrative Assoc / Grd 14 / \$44,792.48	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

THIS SECTION LEFT BLANK INTENTIONALLY.

NON-ROUTINE – TCLEOSE Certified Civil Process Proficiency (CPP) Pay					
Dept.	Slot – Position Title – Grade – Salary	CPP Pay (Monthly)	Eligibility Date	Dept Request Effective Date	Comments
Constable 3	Slot 3 / Deputy Constable Sr / Grd 62 / \$58,027.01	\$125	10/1/09	5/1/09	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
Constable 3	Slot 8 / Deputy Constable Sr / Grd 62 / \$49,951.82	\$125	10/1/09	5/1/09	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
Constable 3	Slot 26 / Deputy Constable Sr / Grd 62 / \$51,162.18	\$125	10/1/09	5/1/09	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
Constable 3	Slot 27 / Constable Sergeant / Grd 64 / \$68,896.88	\$125	10/1/09	12/1/08	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
Constable 3	Slot 33 / Constable Deputy* / Grd 61 / \$43,210.75	\$125	10/1/09	2/23/09	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
Constable 3	Slot 35 / Deputy Constable / Grd 61 / \$46,773.38	\$125	10/1/09	1/2/09	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
Constable 3	Slot 38 / Deputy Constable / Grd 61 / \$44,956.70	\$125	10/1/09	12/15/08	Exception to Travis County Code § 10.0295 (h)(4). Begin CPPC pay prior to FY10.
* Actual vs Authorized					

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER
1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

DAVID DOLINAK, M.D.
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: May 21, 2009

TO: Linda Moore-Smith, Director, Human Resources Management Department
Luane Shull, Compensation Manager

THROUGH: Danny Hobby, Executive Manager, Emergency Services

FROM: David Dolinak, MD, Chief Medical Examiner *(Signature)*

RE: Salary adjustment for reclassification of Office Specialist Sr. to Administrative Associate

Slot 17 is currently classified as an Office Specialist Sr. and funded at a pay grade of 12. We have requested that the position be reclassified as an Administrative Associate at a pay grade 14. The new position was created as part of our office reorganization and entails independent and high level supervisory functions and duties. The position is currently funded at \$38,792. We are requesting a salary adjustment to \$44,792, which is between 10% above midpoint and maximum.

From: Stacy Suits
To: Cynthia Lam-Roldan
CC: Arnold Cerrillo; Loretta Ryden; Luane Shull
Date: 4/29/2009 1:07 PM
Subject: Another Correction to Civil Process Pay/ POP's Policy Exception Requested

Please add slot 26, to the list with a start date of 5/1/09 also. passed the test this morning at the civil process training school in Galveston. We will scan and email you the TCLEOSE paperwork signed by test proctor on Thursday when deputy gets back to Austin. Thanks

Stacy Suits
Chief Deputy
Travis County Constable Pct 3

>>> Stacy Suits 4/27/2009 3:36 PM >>>
Corrections have been made for slot 3 & 8 to reflect the correct start date.

Stacy Suits

>>> Stacy Suits 4/27/2009 3:00 PM >>>
With the new POP's pay scale implemented in 01/16/09, Pct 3 has upgraded it's hiring practices. Hiring preference is given to individuals with either 5 years patrol experienced and/or having a Civil Process certificate from TCLEOSE. Further, no one is eligible for promotion to either Senior Deputy or higher position unless they are receiving Civil Process pay.

Of the six new deputy hires we have made since December 2008, four meet the requirements for Civil Process pay, all meet the patrol experience requirement. One is a former Constable with 12 years experience and another is our current Writ Specialist. They are slots: 27, 35, 38, and 33. All four were told at hiring that Civil Process pay was part of their compensation package.

Recently existing Deputies in slots 3 and 8 have gotten their Civil Process certificates from TCLEOSE. They passed their tests on 04/01/09.

We request the following start dates for these slots:

27 12/01/08
35 01/02/09
38 12/15/08
33 02/23/09
03 05/01/09
08 05/01/09

We got full funding for Civil Process pay in our FY09 budget for our deputies. We need this exception so we can compensate our deputies as the Commissioners Court intended for their additional skills pay. We appreciate HRMD's help with matter.

Stacy Suits
Chief Deputy
Travis County Constable Pct 3

Travis County Commissioners Court Agenda Request

Meeting Date: June 2, 2009

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

B. Specific Agenda Language:

CONSIDER AND GIVE DIRECTION REGARDING RECOMMENDATIONS FROM THE TRAVIS COUNTY PARKING COMMITTEE.

C. Sponsor: Judge Biscoe
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.

Travis County Commissioners Court Agenda Request

Voting Session June 2, 2009 Work Session _____
(Date) (Date)

I. A. Request made by: Tenley Aldredge, Assistant County Attorney Phone # 49450
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

CONSIDER AND TAKE APPROPRIATE ACTION ON PREVAILING WAGE RATE COMPLAINT RECEIVED FROM SUBCONTRACTOR EMPLOYEE PERFORMING WORK ON ADDITIONS AND ALTERATIONS TO THE TRAVIS COUNTY CORRECTIONAL COMPLEX PROJECT (EXEC. SESSION 1)"

B. 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:

Sheriff Greg Hamilton, TCSO 854-9788

Tenley Aldredge, CA 854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

- A change in your department's personnel (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 request may be deferred to the next subsequent meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 2, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a contract amendment with the Travis County Housing Finance Corporation in order to provide funds to convert a part-time senior financial analyst to full-time status for five months.

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

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


III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
MAY 28 2009

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 26, 2009
TO: Board of Directors, Travis Housing Finance Corporation
FROM: Harvey Davis, Manager 
SUBJECT: Neighborhood Stabilization Program

We request approval of the attached contract amendment between the Travis County Housing Finance Corporation and Travis County. The amendment provides that the Corporation is to pay Travis County \$12,101. The funds are to cover the costs for a Senior Financial Analyst (Slot 16 in PBO dept. 9) to work full-time instead of part-time for five months. The analyst is a County employee assigned to work for the Corporation.

The analyst will work to implement the Neighborhood Stabilization Program funded by a grant with the Texas Department of Housing and Community Affairs. The grant provides sufficient funds (expected to be in excess of \$40,000) to pay to convert the position from half-time to full-time.

We will ask the County Auditor to certify the revenue for this year. If funds are not certified and instead fall to ending fund balance, we will work with PBO to request the funds from the Allocated Reserve.

The Travis County Commissioners Court approved this item on May 26th.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

CONTRACT FOR
PLAN DEVELOPMENT IMPLEMENTATION SERVICES
BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION,

This Contract For Plan Development Services is entered into by the following parties:

Travis County, a political subdivision of the State of Texas, ("County"),

and

Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394, (the "Corporation").

RECITALS

Corporation needs plan development services to develop a plan to apply for funding from the Texas Department of Housing and Community Affairs for a Neighborhood Stabilization Program. County will provide these additional services for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this contract, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this contract,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Board of Directors of the Corporation that is a party to this contract.

2.0 CONTRACT PERIOD

2.1 This Contract shall continue in full force for the contract period which commences on May 1, 2009, and terminates on September 30, 2009, unless earlier terminated by either party as provided in this contract.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the contract period, County shall provide the services of a senior financial analyst half time for five months to provide services to the Corporation to implement a Neighborhood Stabilization Program.

3.2 As needed and requested by the President of Corporation, County shall attend

meetings, act as liaison between project facilitators and Board members, approve participants, attend home closings, and ensure the Program is managed under guidelines established by the Texas Department of Housing and Community Affairs, HUD; and Housing Economic Recovery Act of 2008.

3.3 County shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

3.4 County shall conform to all laws, regulations and ordinances applicable to the performance of this contract.

4.0 PAYMENT

4.1 For the performance of plan development services under this contract, Corporation shall pay County \$12,101.00 on or before May 31, 2009

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the County Judge. The President of the corporate Contractor requiring an amendment shall present Contractor's requests to Commissioners Court for consideration.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this contract without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this contract without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this contract unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this contract, in whole or in part, at any time before the date of termination specified in 2.1 of this contract if Corporation has failed to comply with any term or condition of this contract.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this contract and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the contract to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

11.0 NOTICES

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

11.2 The address of County for all purposes under this contract shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successors in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITION

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

13.0 CONSTRUCTION OF CONTRACT

13.1 This Contract is governed by the laws of the State of Texas and all obligations under this contract shall be performable in Travis County, Texas.

13.2 If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13.3 Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

13.4 When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day any period falls on a

Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation.

- 13.5 Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

TRAVIS COUNTY

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date:

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:

Samuel T. Biscoe
President

Date:

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 26, 2009
TO: Board of Directors, Travis Housing Finance Corporation
FROM: Harvey Davis, Manager
SUBJECT: Neighborhood Stabilization Program

We request approval of the attached contract amendment between the Travis County Housing Finance Corporation and Travis County. The amendment provides that the Corporation is to pay Travis County \$12,101. The funds are to cover the costs for a Senior Financial Analyst (Slot 16 in PBO dept. 9) to work full-time instead of part-time for five months. The analyst is a County employee assigned to work for the Corporation.

The analyst will work to implement the Neighborhood Stabilization Program funded by a grant with the Texas Department of Housing and Community Affairs. The grant provides sufficient funds (expected to be in excess of \$40,000) to pay to convert the position from half-time to full-time.

We will ask the County Auditor to certify the revenue for this year. If funds are not certified and instead fall to ending fund balance, we will work with PBO to request the funds from the Allocated Reserve.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

RECEIVED
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

09 MAY 26 PM 1:41

Work Session _____ Voting Session June 2, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: To consider results of follow-up compliance examination of Mountain Ranch Apartments Project and take appropriate action.

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



May 26, 2009

Mountain Ranch Apartments
2425 E. Riverside Drive
Austin, Texas 78741

RE: Follow-up examination to July 1, 2008 Compliance Examination Report

Mountain Ranch Management:

We have completed the follow-up compliance examination of Mountain Ranch Apartments. The purpose of the examination was to ensure that (a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants").

We are pleased to inform you that our examination determined that you are in compliance with both the "Lower Income" and "Eligible Tenant" leasing requirements.

We recommend that staff continue to follow the new policies and procedures implemented to ensure required documentation is properly executed and retained in tenant files.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the regulatory agreement.

Very truly yours,

Miguel Gonzalez
Sr. Financial Analyst

cc: Board of Directors, Travis County Housing Finance Corporation
Rodney Rhoades, Executive Manager
Leroy Nellis, Budget Manager
Harvey Davis, Manager



TRAVIS COUNTY HOUSING FINANCE CORPORATION

COMPLIANCE EXAMINATION REPORT MOUNTAIN RANCH APARTMENTS May 26, 2009

SUMMARY AND BACKGROUND

On December 1, 1998, the Travis County Housing Finance Corporation ("Corporation") issued \$9,128,000 in Revenue Bonds for the construction of a 212-unit multifamily residential development. The development named Mountain Ranch Apartments located on 2425 E. Riverside Drive, Austin, Texas 78741. The owner is Collier Ranch Limited Partnership.

SCOPE

A minimum of 79 units (40% of 196) must be occupied by "Low Income Tenants" with a maximum family income at or below 60% of Area Median Family Income ("AMI"). Additionally, a minimum 177 units (90% of 196) must be occupied by "Eligible Tenants" whose income does not exceed 120% of AMI.

Mountain Ranch received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to "Low Income Tenants".

On May 13, 2009, staff initiated a follow-up compliance examination from the July 1, 2008, Compliance Examination Report. The audit focused on performance requirements set forth by the Regulatory Agreement dated December 1, 1998 and specifically reviewed for compliance deficiencies cited on the July 1, 2008 Compliance Examination Report pertaining to missing income certifications in tenant files.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination.

It appears the majority of the compliance issues cited in the July 1, 2008 compliance report were the result of negligence by the prior management company, America First PM. The current management company, Related PM, took over management of Mountain Ranch on February 1, 2008.

CONCLUSIONS AND RECOMENDATIONS

Mountain Ranch Apartments is in compliance with both the "Low Income Tenants" and "Eligible

Tenants' leasing requirements. Related PM, has done an exemplary job of returning Mountain Ranch Apartments to compliance.

We recommend management continue with their internal review and approval process to ensure future compliance with the regulatory agreement.

Staff request approval to invoice Mountain Ranch a \$500.00 examination fee.

cc: Rodney Rhoades, Executive Manager
Leroy Nellis, Budget Manager
Harvey Davis, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

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

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

Invoice

June 2, 2009

Related Management
18201 Von Karman Ave #900
Irvine, CA 92612

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Mountain Ranch Apartments (Austin, Texas) follow-up compliance examination for 2009.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Miguel Gonzalez
314 W. 11th Street, Room 540
Austin, Texas 78767