

VS#

2

**TRAVIS COUNTY COMMISSIONER'S COURT**  
**AGENDA REQUEST**

Please consider the following item for Voting Session on: March 23, 2010

I. A. Request made by: Michael G Hemby - TCSO Phone No. 854-4924

B. Requested Text:

1. Approve a proclamation declaring March 25, 2010 as "Wounded Warrior Project Soldier Ride Day"

C. Approved by:

Signature of Commissioner or Judge

II. A. Is backup material attached\*: **Yes** No

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

B. Have the agencies affected by this request been invited to attend the work session? **Yes**  
No

Please list those contacted and their phone numbers:

Kelly Page, Director – TCSO, Community Outreach x44392

III. \_\_\_\_\_ PERSONNEL

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

IV. \_\_\_\_\_ BUDGET REQUEST:

If your request involves funding for your department please check:

\_\_\_\_\_ Additional funding for your department

\_\_\_\_\_ Transfer of funds within your department budget

A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.

RECEIVED  
COUNTY JUDGES OFFICE  
10 MAR - 9 PM 1:38



JAMES SYLVESTER  
Chief Deputy

## GREG HAMILTON TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

March 8, 2010

### MEMORANDUM

TO: Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Sarah Eckhardt, Commissioner, Precinct 2  
Honorable Karen Huber, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Sheriff Greg Hamilton *GH #101*

SUBJECT: Wounded Warrior Project Soldier Ride Day Proclamation

I am happy to share with you that the Soldier Ride will be in Austin on March 24<sup>th</sup> and 25<sup>th</sup>.

Wounded Warrior Project (WWP) is a non-profit organization devoted to helping wounded warriors by raising public awareness and offering programs to rehabilitate and reintegrate injured service members from the wars in Iraq and Afghanistan.

As shared by WWP the, "Soldier Ride is a series of cross country rehabilitative bike rides geared specifically towards helping today's wounded warriors get back in the saddle, both figuratively and literally. Designed as a program to heal both the physical and mental wounds of war, for many of the combat – wounded veterans, the Soldier Ride serves as a first and important step in their return to an active lifestyle. Soldier Ride is not about politics; it is not about the war. This program is solely about the men and women who serve or have served in the United States Armed Forces."

I am requesting that the Court consider and approve a Proclamation for the Wounded Warrior Project Soldier Ride scheduled for March 25, 2010.

WHEREAS, the Wounded Warrior Project (WWP) is a nonprofit, nonpartisan organization dedicated to raising public awareness of and support for the needs of our American soldiers who have suffered traumatic injuries in service to our country and who are now facing the challenges of daily living; and

WHEREAS, the WWP Solider Ride is a rehabilitative cycling program for wounded warriors; and participation in this recreational event encourages participants to realize that they can still lead active, independent lives, while it gives families an opportunity to reconnect outside the hospital environment; and

WHEREAS, Travis County citizens are grateful for the extraordinary courage and personal sacrifices of our soldiers;

NOW THEREFORE, the Travis County Commissioner's Court (1) proclaims Thursday, March 25, 2010 as:

WOUNDED WARRIOR PROJECT SOLDIER RIDE DAY

Signed and entered this 23rd day of March, 2010.

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SAMUEL T. BISCOE  
Travis County Judge

---

RON DAVIS  
Commissioner, Pct. 1

---

SARAH ECKHARDT  
Commissioner, Pct. 2

---

KAREN L. HUBER  
Commissioner, Pct. 3

---

MARGARET J. GÓMEZ  
Commissioner, Pct. 4



financial burden on wounded warriors. Providing rehabilitation, help with transportation, and support for the families of the wounded, the Wounded Warrior Project provides care, and transportation assistance so the service member can focus on their rehabilitation.

Additional care and comfort items such as a calling card, playing cards, and other items make a warrior's hospital stay more comfortable. These items are provided to severely wounded service members at medical trauma centers.



## PACKS

Backpack, messenger bag, or duffel bag sent directly to the warrior's medical trauma center.



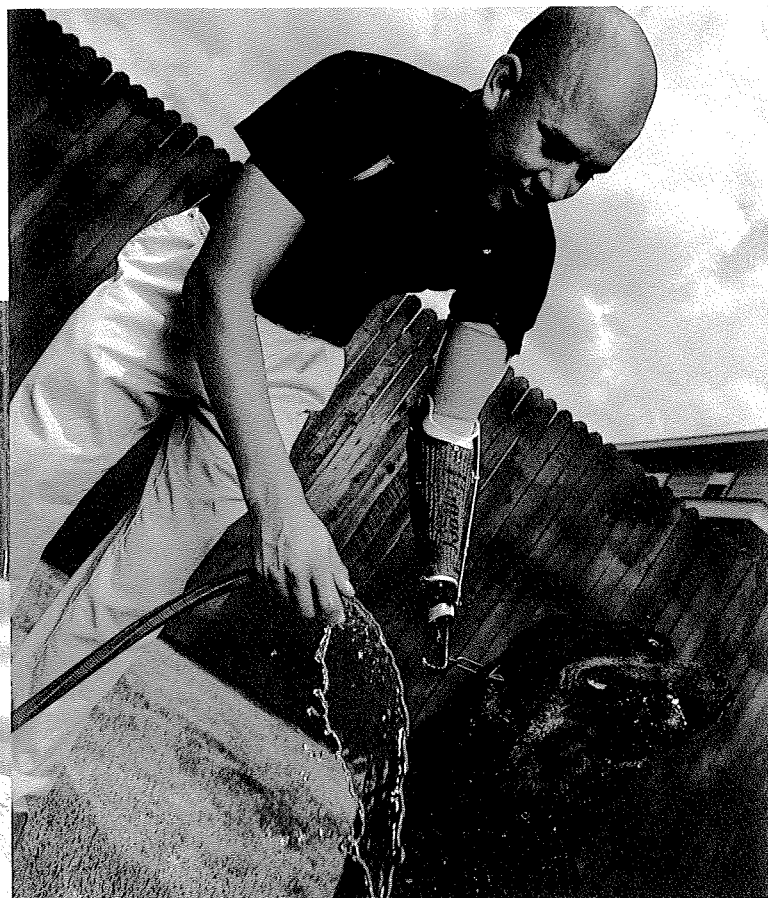
## ADAPTIVE SPORTS

Many wounded warriors were skilled athletes before their injuries. Programs like the **Wounded Warrior Disabled Sports Project** and **Soldier Ride** help warriors rebuild confidence and reclaim an active lifestyle during their rehabilitation.



"Soldier Ride has been an experience my wife and I will never forget! I didn't think there was any way I'd be able to bike every mile – but I did it! It renewed my faith in myself and my abilities as well as my wife's faith in me. Thank you, it's a debt I'll never be able to repay."

– Wounded warrior



## SUPPORT FOR A LIFETIME

Our services don't end when warriors are ready to check out of the hospital. **WWP Alumni** is an avenue for communication, networking, sharing, and camaraderie beyond the borders of the hospital room. Programs such as **TRACK, Transition Training Academy, Peer Mentoring, Internships, and Warriors to Work** are all designed to help serve the long-term needs of our dedicated veterans. From educational opportunities to employment assistance programs, wounded warriors are offered access to these valuable services.



**The greatest casualty is being forgotten.**



# Our Mission

To honor and empower wounded warriors.

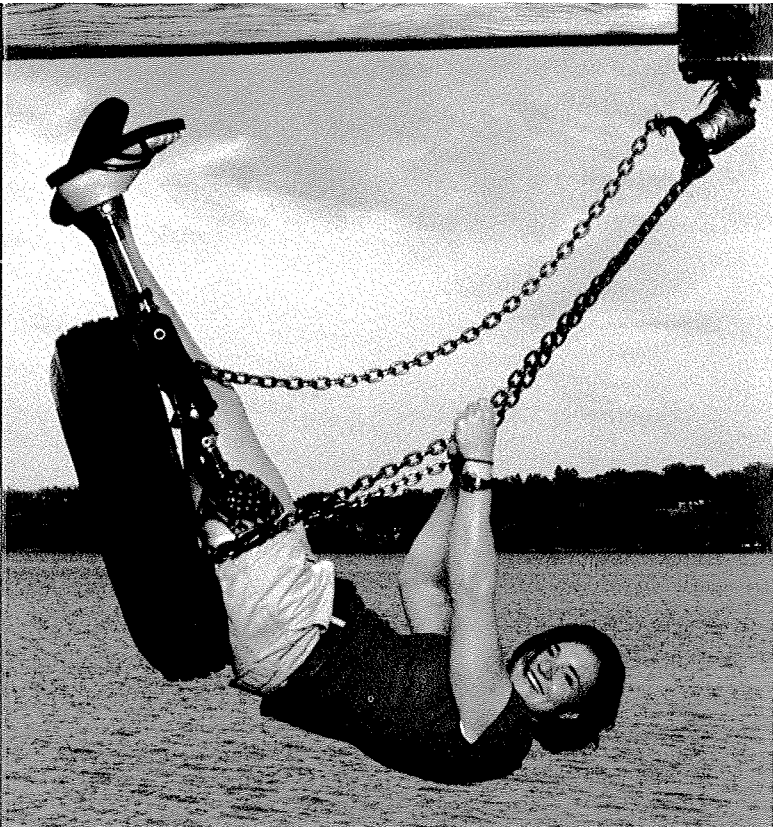


## HISTORY

Wounded Warrior Project began when several individuals took small, inspired actions to help others in need. One night while watching the evening news, veterans and brothers were moved by the stories of the first wounded service members returning home from Afghanistan and Iraq. They realized something needed to be done for these brave individuals beyond the brass bands and ticker tape parades. They wanted to provide tangible support for the severely wounded to help them on the road to heal both physically and mentally. What they viewed as a small contribution compared with what the warriors had sacrificed, is now WWP's signature program; WWP backpacks delivered bedside to wounded warriors.

"My son was injured in an explosion in Fallujah. I just want to let you know that the backpack and supplies it contained were very much appreciated by my son and me. I would like to personally thank all of you who were involved in this wonderful support project. My son is currently recuperating at home on convalescent leave, so I can take care of him myself. When I couldn't, you were there to comfort and assist my poor injured Marine. For that I am very grateful. Please keep up the good work!"

– Proud Marine Mom



## PROGRAMS

Through the generous donations of private citizens, organizations, and corporations, wounded warriors are provided opportunities that ease the transition to civilian life. This support is complemented by both grassroots and national events hosted for Wounded Warrior Project by volunteers and organizations nationwide. Your help will further enable us to contribute positively to these programs. Together, we'll ensure that this generation becomes the most successful, well-adjusted generation of disabled veterans in our nation's history.

## BENEFITS COUNSELING

Benefits counselors work with severely wounded service members immediately upon their return to the States. Counselors provide guidance and help to navigate government benefits available to military personnel and their families. They also help build connections between wounded warriors, establishing a network of peers to provide the necessary assistance, friendship, and inspiration.

"My husband was one of the wounded warriors that went to the Yankees spring training game in Tampa, Florida. I wanted to first thank you for the whole day! It was truly amazing! I have not seen my husband smile that much since before the accident. Wearing those hats and t-shirts meant the world to us also. We want to help spread the word about your organization. I don't think we could ever thank you enough! Seeing and hearing the crowd cheer for my husband is something that I will never forget! Thank you again."

– Wife of a wounded warrior



7020 A.C. Skinner Pkwy, Suite 100  
Jacksonville, FL 32256  
877-TEAM-WWP (832-6997)  
CFC#11425

[woundedwarriorproject.org](http://woundedwarriorproject.org)

501(c)(3) Nonprofit Organization #20-2370934



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO 650 JACKSONVILLE FL

POSTAGE WILL BE PAID BY ADDRESSEE

Item #

3  
10 MAR 16 PM 1:02  
RECEIVED  
COUNTY JUDGE'S OFFICE

## Travis County Commissioners' Court Agenda Request

Meeting Date: March 23, 2010

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

APPROVE A PROCLAMATION DESIGNATING MARCH 26<sup>TH</sup>, 2010 AS TRAVIS COUNTY CENSUS AWARENESS DAY.

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.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

**NONE APPLICABLE.**

### NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Rodney Rhoades, Executive Manager  
Planning and Budget Office  
Phone: 854-9106  
Email: [rodney.rhoades@co.travis.tx.us](mailto:rodney.rhoades@co.travis.tx.us)

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: [David.Escamilla@co.travis.tx.us](mailto:David.Escamilla@co.travis.tx.us)

**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.

Item # \_\_\_\_\_

Sherri Fleming, Executive Manager  
Health and Human Services  
Phone: 854-4101  
Email: [Sherri.Fleming@co.travis.tx.us](mailto:Sherri.Fleming@co.travis.tx.us)

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: [CYD.GRIMES@co.travis.tx.us](mailto:CYD.GRIMES@co.travis.tx.us)

Nelda Wells Spears  
County Tax Assessor-Collector  
Phone: 854-9473  
Email: [Nelda.Spears@co.travis.tx.us](mailto:Nelda.Spears@co.travis.tx.us)

Amalia Rodriguez-Mendoza  
District Clerk  
Phone: 854-4990  
Email: [Amalia.Rodriguez-Mendoza@co.travis.tx.us](mailto:Amalia.Rodriguez-Mendoza@co.travis.tx.us)

Dana DeBeauvoir  
County Clerk  
Phone: 854-9211  
Email: [Dana.DeBeauvoir@co.travis.tx.us](mailto:Dana.DeBeauvoir@co.travis.tx.us)

Danny Hobby, Executive Manager  
Emergency Medical Services  
Phone: 854-4416  
Email: [danny.hobby@co.travis.tx.us](mailto:danny.hobby@co.travis.tx.us)

Joe Gieselman, Executive Manager  
Transportation and Natural Resources  
Phone: 854-9383  
Email: [JOE.GIESELMAN@co.travis.tx.us](mailto:JOE.GIESELMAN@co.travis.tx.us)

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Item # \_\_\_\_\_

Roger Jefferies, Executive Manager  
Justice and Public Safety  
Phone: 854-4415  
Email: [ROGER.JEFFERIES@co.travis.tx.us](mailto:ROGER.JEFFERIES@co.travis.tx.us)

Susan Spataro  
County Auditor  
Phone: 854-9125  
Email: [Susan.Spataro@co.travis.tx.us](mailto:Susan.Spataro@co.travis.tx.us)

Dolores Ortega-Carter  
County Treasurer  
Phone: 854-9365  
Email: [Dolores.Ortega@co.travis.tx.us](mailto:Dolores.Ortega@co.travis.tx.us)

Debra Hale  
Courts Management Director, Criminal Courts  
Phone: 854-9432  
Email: [Debra.Hale@co.travis.tx.us](mailto:Debra.Hale@co.travis.tx.us)

Peg Liedtke  
Director of Courts Management, Civil District Courts  
Phone: 854-9364  
Email: [Peg.Liedtke@co.travis.tx.us](mailto:Peg.Liedtke@co.travis.tx.us)

Major Darren Long  
Jails Administrator, Travis County Sheriff's Office  
Phone: 854-9348  
Email: [Darren.Long@co.travis.tx.us](mailto:Darren.Long@co.travis.tx.us)

Scot Doyal  
Domestic Relations Office  
Phone: 854-9674  
Email: [Scot.Doyal@co.travis.tx.us](mailto:Scot.Doyal@co.travis.tx.us)

**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.

Item # \_\_\_\_\_

Rachel Coff  
Health and Human Services Planner  
Phone: 854-3413  
Email: [Rachel.Coff@co.travis.tx.us](mailto:Rachel.Coff@co.travis.tx.us)

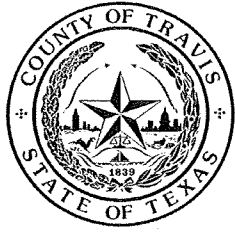
Korey Darling  
Health and Human Services Planner  
Phone: 854-4275  
Email: [Koren.Darling@co.travis.tx.us](mailto:Koren.Darling@co.travis.tx.us)

Judge Eric Shepperd  
County Court-at-Law Number 2  
Phone: 854-9308  
Email: [Eric.Shepperd@co.travis.tx.us](mailto:Eric.Shepperd@co.travis.tx.us)

Constable Bruce Elfant  
Constable, Precinct 5  
Phone: 854-9100  
Email: [Bruce.Elfant@co.travis.tx.us](mailto:Bruce.Elfant@co.travis.tx.us)

Chief Estela Medina  
Juvenile Probation  
Phone: 854-7005  
Email: [Estela.Medina@co.travis.tx.us](mailto:Estela.Medina@co.travis.tx.us)

**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.



# MEMO

- ☐ **For Your Information**
- ☐ **Action Required**

#3  
COUNTY JUDGE'S OFFICE  
10/19/18 PM 4:44

**TO:** Travis County Commissioners Court

**FROM:** Deece Eckstein, Coordinator, IGR

**DATE:** Friday, March 19, 2010

**RE:** Back-up Materials for Agenda Item #3

### **3. APPROVE PROCLAMATION DESIGNATING MARCH 26, 2010 AS "TRAVIS COUNTY CENSUS AWARENESS DAY."**

#### **Summary and IGR Recommendation**

Travis County has been working diligently to get the word out about the 2010 Census. Friday, March 26<sup>th</sup>, 2010, can be a day for the County to recognize the importance of the census for the future of our region.

The Travis County / City of Austin Complete Count Committee (CCC) has been meeting bi-weekly to strategize outreach plans for hard-to-count communities. The CCC is made up of several sub-committees which address specific outreach efforts.

Travis County has utilized money (a non grant) from the Census Bureau to print an informative flyer which has been distributed to departments that interact with the public regularly. Some departments may choose to celebrate Census Awareness Day by mentioning the census to visitors or prominently displaying census materials.

Every person counts in Travis County. The census helps determine how more than \$400 billion per year in federal and state funding is allocated to communities. A PriceWaterhouseCoopers study estimates that Travis



County loses out on \$1,500 per year on each person not counted. We cannot afford an undercount.

Census forms arrive in mailboxes mid March and should be returned by April 1<sup>st</sup>.

## **IGR RECOMMENDS APPROVAL**

### **ATTACHMENTS:**

1. Proclamation

WHEREAS, Travis County recognizes the importance of the 2010 Census on the overall well-being and quality of life for all residents in our community: Every resident in Travis County counts; and

WHEREAS, more than \$400 billion per year in federal and state funding is allocated to communities based on census data; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and often is used for the redistricting of state legislatures, local governments and voting districts; and

WHEREAS, the 2010 census forms arrive in mailboxes mid-March and should be mailed back by April 1st; and

WHEREAS, the information collected by the census is protected by law and remains confidential for 72 years; and

WHEREAS, as a 2010 Census Partner, Travis County will support the goals and ideals of the 2010 Census and will inform and emphasize community participation by encouraging events that will raise awareness of the 2010 Census to ensure a full and accurate count; and

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT HEARBY RECOGNIZES MACH 26<sup>TH</sup> AS CENSUS 2010 AWARENESS DAY IN TRAVIS COUNTY.

SIGNED AND ENTERED THIS 23<sup>RD</sup> DAY OF MARCH, 2010.

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SAMUEL T. BISCOE  
COUNTY JUDGE

---

RON DAVIS  
COMMISSIONER, PRECINCT 1

---

SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

---

KAREN HUBER  
COMMISSIONER, PRECINCT 3

---

MARGARET J. GÓMEZ  
COMMISSIONER, PRECINCT 4

Travis County Commissioners Court Agenda Request

4

Voting Session March 23, 2010  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request made by:**

Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555  
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 \$522,919.47, for the period of March 5, 2010 to March 11, 2010.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

A. Backup memorandum is attached.

B. Affected agencies and officials.

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)

RECEIVED  
COUNTY JUDGES OFFICE  
10 MAR 16 PM 2:37

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: March 23, 2010

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: March 5, 2010 to March 11, 2010

REIMBURSEMENT REQUESTED  
FOR THIS PERIOD: \$522,919.47

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 \$522,919.47.

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  
MARCH 5, 2010 TO MARCH 11, 2010

- 
- 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.

DATE: March 23, 2010  
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: March 5, 2010  
TO: March 11, 2010

REIMBURSEMENT REQUESTED: \$ 522,919.47

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,354,846.21
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: March 16, 2010	\$ (908,089.12)
March 9, 2010	\$ 79,012.21
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 522,919.47
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 522,919.47

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

All claims over \$25,000 (1 this week totaling \$54,720.32) 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 (\$70,672.00) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$8,641.22.

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

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

Dan Mansour 3/15/10  
Dan Mansour, Risk Manager Date

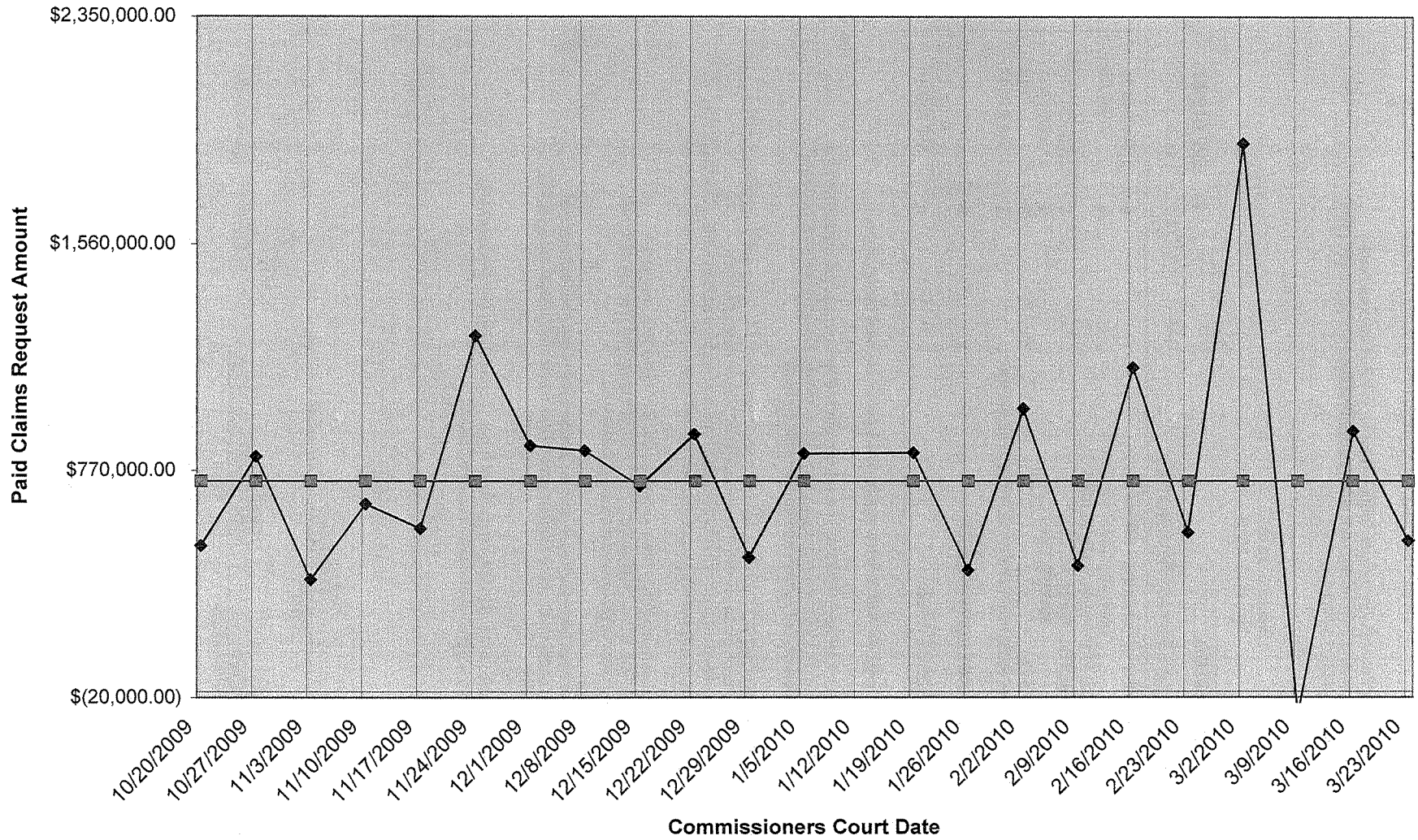
Cindy Purinton 3/15/10  
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 3/15/10  
Norman McRee, Financial Analyst Date

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



**TRAVIS COUNTY EMPLOYEE BENEFIT PLAN**  
**FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88**



# **TRAVIS COUNTY EMPLOYEE BENEFIT PLAN** **FY10 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT**

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
1/1/10-1/7/10	1/19/2010	\$ 831,839.27	\$ 734,960.88	1	\$ 74,273.56
1/08/10-1/14/10	1/26/2010	\$ 421,088.38	\$ 734,960.88	0	\$ -
1/15/10-1/21/10	2/2/2010	\$ 984,912.81	\$ 734,960.88	3	\$ 212,163.43
1/22/10-1/28/10	2/9/2010	\$ 437,127.76	\$ 734,960.88	0	\$ -
1/29/10-2/4/10	2/16/2010	\$ 1,127,243.08	\$ 734,960.88	4	\$ 300,506.33
2/5/10-2/11/10	2/23/2010	\$ 553,376.57	\$ 734,960.88	2	\$ 130,929.00
2/12/10-2/18/10	3/2/2010	\$ 1,911,218.40	\$ 734,960.88	10	\$ 921,042.22
2/19/10-2/25/10	3/9/2010	\$ (79,012.21)	\$ 734,960.88	3	\$ 116,905.73
2/26/10-3/4/10	3/16/2010	\$ 908,089.12	\$ 734,960.88	2	\$ 75,714.11
3/5/10-3/11/10	3/23/2010	\$ 522,919.47	\$ 734,960.88	1	\$ 54,720.32
	Paid and Budgeted Claims - to date	\$ 16,396,857.09	\$ 16,169,179.36		
	Amount of Difference from Budget		\$ 227,677.73		
	Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.				

**From:** <SIFS FAX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 3/12/2010 4:49 AM  
**Subject:** UHC BANKING REPTS/C

**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:** 2010-03-12  
**REQUEST AMOUNT:** \$1,354,846.21

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-03-11	\$671,094.56
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,267,623.44</b>
+ CURRENT DAY NET CHARGE:	\$87,222.77
+ FUNDING ADJUSTMENTS:	\$00.00

**REQUEST AMOUNT:** \$1,354,846.21

ACTIVITY FOR WORK DAY: 2010-03-05

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$117,482.04	\$00.00	\$117,482.04
<b>TOTAL:</b>	<b>\$117,482.04</b>	<b>\$00.00</b>	<b>\$117,482.04</b>

ACTIVITY FOR WORK DAY: 2010-03-08

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$137,443.93	\$00.00	\$137,443.93

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010\_03\_11

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	0.01	RH	15688653	AI	15	3/10/2010	100	3/12/2010	3/11/2010
701254	632	0.01	RH	11726762	AH	9	3/8/2010	100	3/10/2010	3/11/2010
701254	632	0.01	RH	11726791	AH	1	3/8/2010	100	3/10/2010	3/11/2010
701254	632	0.01	RH	11726747	AH	1	3/8/2010	100	3/10/2010	3/11/2010
701254	632	0.01	RH	11726732	AH	1	3/8/2010	100	3/10/2010	3/11/2010
701254	632	0.01	UZ	23541573	AA	8	2/26/2010	20	3/8/2010	3/11/2010
701254	632	0.01	UZ	23541572	AA	5	2/26/2010	20	3/8/2010	3/11/2010
701254	632	-12.67	RC	64954535	AH	1	3/6/2010	50	3/12/2010	3/11/2010
701254	632	-18.69	NN	SSN0000C	AL	0	3/2/2010	600	3/8/2010	3/11/2010
701254	632	-47.88	UY	1135761	AH	6	9/1/2009	50	3/12/2010	3/11/2010
701254	632	-55.16	UY	54751702	A	11	11/20/2009	50	3/8/2010	3/11/2010
701254	632	-84.96	RG	25338791	AA	7	3/3/2010	50	3/9/2010	3/11/2010
701254	632	-92.48	UY	39130131	AE	9	10/28/2009	50	3/11/2010	3/11/2010
701254	632	-155.67	RC	64954536	AH	1	3/6/2010	50	3/12/2010	3/11/2010
701254	632	-238.46	UY	77910445	AH	5	3/5/2010	50	3/11/2010	3/11/2010
701254	632	-263.78	NN	SSN0000C	AL	0	3/8/2010	600	3/12/2010	3/11/2010
701254	632	-538.2	RG	2772301	AA	1	12/28/2009	50	3/9/2010	3/11/2010
701254	632	-1264.35	NN	SSN0000C	AL	0	3/8/2010	600	3/12/2010	3/11/2010
701254	632	-5868.92	UY	77910444	AH	5	3/5/2010	50	3/11/2010	3/11/2010

522,919.47

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

For the payment week ending: 03/11/2010

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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***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: 3/11/2010

TYPE	MEMBER TYPE	TRANS_AMT
<b>CEPO</b>		
	EE	
	526-1145-522.45-28	66,533.24
	RR	
	526-1145-522.45-29	5,768.20
Total CEPO		\$72,301.44
<b>EPO</b>		
	EE	
	526-1145-522.45-20	90,099.44
	RR	
	526-1145-522.45-21	13,078.61
Total EPO		\$103,178.05
<b>PPO</b>		
	EE	
	526-1145-522.45-25	323,792.69
	RR	
	526-1145-522.45-26	23,647.29
Total PPO		\$347,439.98
Grand Total		\$522,919.47





# HRMD

*Human Resources Management Department*

5

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**March 23, 2010**

**ITEM # :**

**DATE:** March 12, 2010

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

**FROM:** Tracey Calloway, Interim Director, HRMD

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 5.**

**FY 10 Temporary Slot Extensions – Pages 6 - 11.**

Approval requested to **extend** temporary slot end dates - temporary employees "02" (less than 6 months) effective April 1, 2010. HRMD has reviewed appropriate documentation; PBO has confirmed FY 10 funding.

**FY 10 Temporary Slot Conversions – Page 11.**

Approval requested to **convert** temporary slots from temporary employee (less than 6 months) to project worker (more than 6 months, includes Retirement Benefits). PBO has confirmed FY 10 funding.

If you have any questions or comments, please contact Tracey Calloway at 854-9170 or Todd L. Osburn at 854-2744.

RAE/TC/TLO

**Attachments**

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

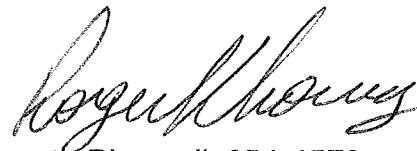
# \_\_\_\_\_

## Travis County Commissioners Court Agenda Request

Voting Session 3/23/10  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request made by:**



**Roger A. El Khoury, M.S., P.E., Director, Facilities Management** Phone # 854-4579  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

**II. Additional Information**

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

**III. Required Authorizations:** Please check if applicable:

\_\_\_\_\_ Planning and Budget Office (854-9106)

\_\_\_\_\_ Human Resources Management Department (854-9165)

\_\_\_\_\_ Purchasing Office (854-9700)

\_\_\_\_\_ County Attorney's Office (854-9415)

\_\_\_\_\_ County Auditor's Office (854-9125)

<b>WEEKLY PERSONNEL AMENDMENTS --- ROUTINE</b>
--

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Constable 2</b>	31	Deputy Constable Sr	62 / Step 3 / \$48,742.51	62 / Step 3 / \$48,742.51
<b>JP Pct 2</b>	14	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
<b>Juvenile Probation</b>	139	Custodian*	5 / Maximum / \$24,025.04	5 / Maximum / \$24,025.04
<b>Sheriff</b>	605	Locksmith	14 / Level 3 / \$34,403.20	14 / Level 3 / \$34,403.20
<b>Sheriff</b>	1624	Security Coord	12 / Level 6 / \$32,531.20	12 / Level 6 / \$32,531.20
<b>Sheriff</b>	1634	Security Coord	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>County Clerk</b>	20113	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20126	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20151	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20153	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20192	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20209	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>County Clerk</b>	20238	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20251	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20345	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20353	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20447	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	20464	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
<b>County Clerk</b>	23020	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
<b>Fac Mgmt</b>	50055	Custodian	5 / \$10.00	5 / \$10.00	05
<b>TNR</b>	20108	Natural Resources Tech	16 / \$17.37	16 / \$17.37	02
<b>TNR</b>	50118	GIS Spec	16 / \$17.37	16 / \$17.37	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	558	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Criminal Justice Planning</b>	Slot 3 / Planner* / Grd 18 / \$52,108.50	<b>Criminal Justice Planning</b>	Slot 37 / Planner / Grd 18 / \$52,108.50	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Emergency Medical Service</b>	Slot 13 / Star Flight Aircraft Mechanic* / Grd 21 / \$64,241.93	<b>Emergency Medical Service</b>	Slot 13 / Star Flight Aircraft Mech Sr / Grd 22 / \$67,779.00	Promotion. Pay is at midpoint of pay grade.
<b>Emergency Medical Service</b>	Slot 25 / Star Flight Nurse RN* / Grd 23 / \$80,575.33	<b>Emergency Medical Service</b>	Slot 25 / Star Flight Chief Clinic Supv / Grd 25 / \$83,575.00	Promotion. Pay is between min and midpoint of pay grade.
<b>Juvenile Probation</b>	Slot 276 / Juvenile Res Trt Ofcr I* / Grd 12 / \$28,392.00	<b>Juvenile Probation</b>	Slot 595 / Juvenile Detention Ofcr I* / Grd 12 / \$28,392.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 282 / Juvenile Res Trt Ofcr I* / Grd 12 / \$29,224.00	<b>Juvenile Probation</b>	Slot 613 / Juvenile Detention Ofcr I* / Grd 12 / \$29,224.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 413 / Juvenile Res Trt Ofcr I* / Grd 12 / \$30,888.00	<b>Juvenile Probation</b>	Slot 618 / Juvenile Detention Ofcr I* / Grd 12 / \$30,888.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 587 / Court Clerk I / Grd 13 / \$33,051.20	<b>Juvenile Probation</b>	Slot 141 / Legal Secretary Sr / Grd 16 / \$38,008.88	Promotion. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
<b>Juvenile Probation</b>	Slot 595 / Juvenile Res Trt Ofcr I* / Grd 12 / \$28,392.00	<b>Juvenile Probation</b>	Slot 617 / Juvenile Detention Ofcr I* / Grd 12 / \$28,392.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 612 / Juvenile Res Trt Ofcr I* / Grd 12 / \$31,699.20	<b>Juvenile Probation</b>	Slot 276 / Juvenile Detention Ofcr I* / Grd 12 / \$31,699.20	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 615 / Juvenile Res Trt Ofcr I* / Grd 12 / \$28,392.00	<b>Juvenile Probation</b>	Slot 612 / Juvenile Detention Ofcr I* / Grd 12 / \$28,392.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 616 / Juvenile Res Trt Ofcr II / Grd 13 / \$38,030.01	<b>Juvenile Probation</b>	Slot 360 / Juvenile Detention Ofcr II / Grd 13 / \$38,030.01	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 617 / Juvenile Res Trt Ofcr I* / Grd 12 / \$29,224.00	<b>Juvenile Probation</b>	Slot 413 / Juvenile Detention Ofcr I* / Grd 12 / \$29,224.00	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
* Actual vs Authorized				



FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS		
Department	Slot	Actual Position Title
Co Agricultural Ext Serv	20030	Social Svcs Prgm Spec Assoc
Constable 2	20008	Office Asst
County Atty	20002, 20003, 20013, 20016, 20017, 20018, 20022, 20023	Office Asst
County Clerk	20006, 20012, 20013, 20014, 20018, 20019, 20021, 20024, 20025, 20068, 20073, 20076, 20077, 20078, 20081, 20085, 20086, 20087, 20088, 20092, 20096, 20097, 20099, 20100, 20101, 20102, 20103, 20104, 20105, 20106, 20107, 20108, 20109, 20110, 20111, 20112, 20113, 20114, 20116, 20117, 20118, 20119, 20124, 20126, 20129, 20151, 20152, 20153, 20155, 20156, 20161, 20162, 20165, 20167, 20169, 20170, 20171, 20180, 20181, 20182, 20184, 20185, 20186, 20187, 20188, 20192, 20193, 20198, 20199, 20200, 20203, 20204, 20205, 20207, 20209, 20210, 20211, 20213, 20215, 20216, 20217, 20219, 20221, 20223, 20226, 20227, 20233, 20234, 20235, 20237, 20238, 20240, 20241, 20250, 20251, 20252, 20253, 20254, 20255, 20256, 20257, 20258, 20261, 20262, 20263, 20264, 20267, 20268, 20269, 20270, 20271, 20276, 20277, 20279, 20280, 20282, 20283, 20286, 20287, 20288,	Elec Clk-Erly Vting Clk

## FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS

Department	Slot	Actual Position Title
<b>County Clerk</b>	20289, 20290, 20292, 20293, 20294, 20295, 20296, 20297, 20298, 20300, 20301, 20303, 20304, 20305, 20307, 20310, 20312, 20315, 20316, 20317,  20319, 20321, 20325, 20326, 20327, 20332, 20333, 20335, 20337, 20338, 20339, 20340, 20342, 20343, 20344, 20345, 20346, 20348, 20349, 20350,  20351, 20352, 20353, 20354, 20355, 20357, 20358, 20359, 20360, 20361, 20437, 20447, 20448, 20450, 20451, 20453, 20455, 20456, 20457, 20458,  20460, 20461, 20462, 20463, 20464, 20465, 20467, 20469, 20479, 20481, 20482, 20486, 20489, 20492, 20494, 20495, 20498, 20504, 20505, 20507,  20510, 20511, 20512, 20514, 20515, 20516, 20517, 20521, 20523, 20524, 20525, 20527, 20528, 20529, 20530, 20532, 20534, 20535, 20537, 20538,  20539, 20542, 20550, 20551, 20552, 20553, 20554, 20555, 20556, 20557, 20559, 20560, 20562, 20563, 20564, 20565, 20567, 20568, 20578, 20580,  20582, 20595, 20596, 20598, 20599, 20600, 20601, 20604, 20605, 20606, 20607, 20610, 20611, 20612, 20614, 20615, 20616, 20617, 20618, 20620,	Elec Clk-Erly Vting Clk

## FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS

Department	Slot	Actual Position Title
<b>County Clerk</b>	20622, 20624, 20625, 20629, 20630, 20633, 20635, 20636, 20637, 20638, 20639, 20640, 20641, 20642, 20644, 20645, 20647, 23015, 23016, 23074,  23079, 23081, 23083, 23085, 23088, 23089, 23090, 23091, 23092, 23093, 23096, 23097, 23098, 23099, 23100, 23102, 23103, 23105, 23106, 23107,  23108, 23109, 23110, 23111, 23113, 23114, 23115, 23116, 23117, 23118, 23119, 23120, 23121, 23123, 23125, 23126, 23128, 23131, 23132, 23133,  23134, 23135, 23136, 23137, 23138, 23139, 23142, 23143, 23144, 23147, 23148, 23149, 23150, 23151, 23152, 23153, 23154, 23156, 23157, 23158,  23159, 23160, 23161, 23162, 23163, 23164, 23165, 23166, 23169, 23170, 23174, 23175, 23177, 23178, 23180, 23181, 23182, 23183, 23184, 23185,  23186, 23187, 23188, 23189, 23191, 23192, 23193, 23194, 23196, 23197, 23198, 23199, 23201, 23202, 23203, 23204, 23205, 23206, 23207, 23208,  23209, 23210, 23211, 23212, 23214, 23217	Elec Clk-Erly Vting Clk

**FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS**

Department	Slot	Actual Position Title
<b>County Clerk</b>	20366, 20368, 20369, 20370, 20373, 20374, 20377, 20378, 20379, 20380, 20381, 20382, 20383, 20384, 20385, 20388, 20389, 20390, 20391, 20392,  20394, 20397, 20398, 20400, 20401, 20402, 20403, 20405, 20407, 20413, 20475, 20485, 20487, 20488, 20493, 20501, 20508, 20520, 20653, 23014,  23019, 23020, 23021, 23025, 23026, 23027, 23028, 23029, 23030, 23031, 23033, 23042, 23043, 23045, 23046, 23049, 23051, 23052, 23053, 23055,  23059, 23066, 23067, 23068, 23069, 23070, 23075, 23077	Elec Clk-Erly Vting Deputy
<b>County Clerk</b>	20053, 20054, 20055, 20058, 20060, 20157, 20160, 20313, 20314, 20330, 20411, 20412, 20414, 20419, 20422, 20424, 20426, 20427, 20428, 20429,  20431, 20433, 20434, 20435, 20436, 20446, 20454, 20484, 20571, 20574, 20575, 20602, 20656, 20659, 20661, 20665, 23071, 23073, 23076, 23078,  23229, 23230	Elec Clk-Operations Clk II
<b>County Clerk</b>	20094, 20189, 20190, 20222, 20239, 20259, 20285, 20291, 20322, 20522, 20531, 20540, 20579, 20631, 23018, 23037, 23038, 23039, 23041, 23044,	Elec Clk-Operations Clk III

**FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS**

<b>Department</b>	<b>Slot</b>	<b>Actual Position Title</b>
<b>County Clerk</b>	23058, 23060, 23064, 23065, 23072, 23101, 23167, 23173, 23190, 23213, 23215, 23234, 23235, 23236, 23240, 23241, 23242, 23244, 23246, 23249,  23250, 23251, 23254, 23261, 23262, 23263, 23265, 23266, 23267, 23269, 23270, 23272, 23275, 23276, 23279, 23280, 23282, 23283, 23284, 23286,  23288, 23289, 23292, 23293	Elec Clk-Operations Clk III
<b>County Clerk</b>	20440, 20441, 20442, 20444, 23253	Elec Clk-Operations Clk IV
<b>County Judge</b>	20005	ACC Intern
<b>Criminal Courts</b>	20002	Court Bailiff
<b>Criminal Justice Planning</b>	20001	ACC Intern
<b>Criminal Justice Planning</b>	20003	Office Asst
<b>District Atty</b>	20043	Business Analyst I
<b>Facilities Management</b>	20027, 20069, 20070, 20075	Custodian
<b>Facilities Management</b>	20072	Engineering Spec
<b>Facilities Management</b>	20020, 20025	Groundskeeper
<b>HHS</b>	20057, 20058	Case Worker
<b>HRMD</b>	20022	ACC Intern
<b>PBO</b>	20022	ACC Intern
<b>PBO</b>	20021	Financial Analyst Sr
<b>Probate Court</b>	20005, 20021	Accountant Assoc
<b>Purchsg &amp; Inventory Mgmt</b>	20005	Pur Purchasing Supprt Spec I
<b>Tax Collector</b>	20092, 20093, 20105	Administrative Asst I

FY 10 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS		
Department	Slot	Actual Position Title
TNR	20108, 20109	Natural Resources Tech
TNR	20059, 20060, 20061, 20062, 20063, 20064, 20065, 20066, 20067, 20069, 20070, 20071, 20072, 20073, 20075, 20076, 20077, 20078, 20089, 20090, 20091, 20092, 20094, 20096, 20097, 20098, 20099, 20102	Park Tech I
TNR	20050, 20052, 20053, 20055	Park Tech II

FY 10 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"		
Department	Slot	Actual Position Title
Constable 2	50010	Office Asst
Probate Court	50025	Law Clerk I
Probate Court	50024	Social Svcs Asst
Tax Collector	50091	Administrative Asst I

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 PURCHASING OFFICE

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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/12/10*

**Voting Session: Tuesday, March 23, 2010**

**REQUESTED ACTION: DECLARE ATTACHED LIST OF THIRTEEN (13) FIREARMS AS SURPLUS AND AUTHORIZE TRADE IN FOR AMMUNITION WITH G.T. DISTRIBUTORS PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE. (CONSTABLE PRECINCT 2)**

**Points of Contact:**

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

**Department:** Constable Ballesteros, Jose P. Perez, Roger Parker

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios and Sharon Martindale

**Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The Court should note that Constable Ballesteros would like to trade in thirteen (13) firearms for ammunition with G.T. Distributors.

**APPROVED ( ) DISAPPROVED ( )**

**BY COMMISSIONERS COURT ON**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COUNTY JUDGE**



# ADAN BALLESTEROS

## TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418

Phone: (512) 854-9697 Fax : (512) 854-9196



March 8, 2010

**To: Ron Dube, , Travis County Fixed Asset Manager**

**From: Adan Ballesteros, Travis County Constable Pct #2**

**Subject: Guns request for Surplus**

---

**This Department holds thirteen ( 13 ) guns in our possession that had been confiscated by the previous administration. These guns have all been checked by our Investigator Sonny Perez and the Alcohol Tobacco and Firearms field office in Austin, Texas. Investigator Perez found no law enforcement agency showing an interest on these guns and they have not been involved in any crime.**

**The guns all had been given a Travis County Asset Tag under your authority as Travis County Fixed Asset Manager. These guns are of no use to our office and can not be used for training or as secondary weapons for our deputies.**

**I would like for these items declared as surplus so that they can be traded in for ammo at G.T. Distributors located in Austin, Texas. These guns have been checked for value by an authorized Texas approved gun dealer.**

**G. T. Distributors checked the guns and gave us a value of \$696.00.**

**With the store credit offered by G.T. Distributors of \$696.00 our department can utilize this store credit to purchase ammunition for firearms training. Store is located at 2545 Brockton Drive, Austin, Texas.**

A handwritten signature of Adan Ballesteros in black ink, written over a horizontal line.

**Adan Ballesteros**

**Travis County Constable Pct 2**

**Phone 512-854-4510**

**Adan.ballesteros@co.travis.tx.us**





# ADAN BALLESTEROS

## TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418

Phone: (512) 854-9697 Fax : (512) 854-9196



BELOW IS THE GUN LIST HOLDING ASSET TAGS		
QUANTITY	ITEMS	ASSET TAG #
One ( 1 )	Browning 6.35 ( .25 ) Automatic Handgun	W0089495
One ( 1 )	Llama .380 Handgun	W0080637
One ( 1 )	Sears & Roebuck .22 Caliber Rifle	W0080639
One ( 1 )	No Name Brand .22 Sawed Off Rifle	W0080640
One ( 1 )	Savage Sporter .25-20 caliber with scope	W0071239
One ( 1 )	Western Field Montgomery Ward 12 gauge Shotgun	W0071240
One ( 1 )	Iver Johnson .410 gauge Shotgun	W0080636
One ( 1 )	Bryco Arms 9mm Semi-Auto Handgun	W0071234
One ( 1 )	Mossberg New Haven Country Squire 410 Shotgun	W0071236
One ( 1 )	Ithaca, Model 37 16 gauge Shotgun	W0071238
One ( 1 )	Russian Rifle 7.62x39 caliber with 4x25 Scope	W0071230
One ( 1 )	Davis Ind. P-380 Semi-Auto .380 caliber	W0071233
One ( 1 )	Stevens Model 67 Series E 20 gauge Shotgun	W0071241

**Adan Ballesteros**

**Travis County Constable Pct 2**

**Phone 512-854-4510**

**Adan.ballesteros@co.travis.tx.us**



## TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/12/10 JB*

**Voting Session: Tuesday, March 23, 2010**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS090238RV, PROFESSIONAL SYSTEMS ENGINEERING LLC, TO PROVIDE ENGINEERING DESIGN SERVICES FOR TRAVIS COUNTY CORRECTIONAL COMPLEX (TCCC) CONTROL PANEL UPGRADES-BUILDINGS TWO AND THREE. (TCSO)

### ***Points of Contact:***

**Purchasing:** Diana Gonzalez

**Department:** Sheriff's Office, Greg Hamilton, Sheriff; Mark Stefanov, P.E., Facilities Engineer

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

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

On May 5, 2009, an Exemption Order was approved by Commissioners Court for the procurement of Professional Engineering Services for TCCC Control Panel Upgrades-Buildings Two and Three at 3614 Bill Price Road, Del Valle, Texas.

Contract PS090238RV required the Consultant to evaluate, analyze, make recommendations, design and provide bid documentation including specifications for renovation of all control panels; providing touch screen control stations; and control logic to upgrade the existing devices.

The proposed Modification No. 2 requires the Consultant to provide construction administration and close-out documentation services that were not previously included in the Basic Services. The proposed modification will increase the contract from \$95,860.00 to \$129,945.00, an increase of \$34,085.00.

Modification No. 1 required the Consultant to perform additional services as a result of an upgrade to Building 160. Modification No. 1 increased the contract from \$77,160.00 to \$95,860.00, an increase of \$18,700.00.



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

PHYLLIS CLAIR  
Major - Law Enforcement

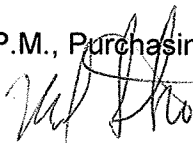
DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

### MEMORANDUM

**TO:** Marvin Brice

**VIA:** Cyd Grimes, C.P.M., Purchasing Agent

**FROM:** Mark Stefanov 

**DATE:** Wednesday, March 03, 2010

**SUBJECT:** TCCC Control Panels Bldg. 2 and 3 Engineering Construction  
Administration Request for Purchasing Discretionary Exemption

This memo is a request for an exemption to the competitive bid process. The exemption is allowed due to being a Professional Service, "Sec. 262.024. Discretionary Exemptions... (4) a personal or professional service". The estimated cost for this work is estimated at \$34,085.00, as of the date of this memorandum.

Justification for the exemption includes the short available time for completing this project. Additionally, the Professional Engineering firm requested has done more than satisfactory work for Travis County in the near past. They are the design engineers who wrote the specifications for the project. Due to specialized engineering, there are very few vendors who can meet the qualifications required. Professional Services to be procured from Professional Systems Engineering, vendor number 68292

Please contact me with any questions at x45321. Your assistance in this matter will be greatly appreciated.

Sheriff's Office Work Order number: 206281  
Sheriff's Office Requisition Request number: 3779  
TC Requisition: TBD

**Attach:** TCSO Maintenance and Engineering Purchasing Request

**CC:** Sheriff's Office File  
Maria Wedhorn

RECEIVED  
TRAVIS COUNTY  
2010 MAR - 3 PM 3:16  
PURCHASING  
OFFICE



*Safety, Integrity, Tradition of Service*

**TRAVIS COUNTY**  
**Account Balance Inquiry**3/10/10  
10:14:09

Fiscal Year . . . . .	:	2010
Account number . . . . .	:	1-3735-824.81-02
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	37 SHERIFF
Division . . . . .	:	35 CORRECTIONS BUREAU
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	4 CORRECTIONS & REHAB
Element . . . . .	:	81 CAPITAL OUTLAY
Object . . . . .	:	02 PURCHSD SERV-BLDG IMPROVM
Budget . . . . .	:	1,074,374
Encumbered amount . . . . .	:	147,714.63
Pre-encumbered amount . . . . .	:	820,270.00
Expenditures . . . . .	:	106,389.15
Total expenditures . . . . .	:	1,074,373.78
Balance . . . . .	:	.22

**Press Enter to continue.****F3=Exit    F12=Cancel**

PURCHASE REQUISITION NBR: 0000495030

REQUISITION BY: MARIA WEDHORN 854-4474

STATUS: READY FOR BUYER PROCESS

REASON: CAPITAL-ATTN: MARK STEFANOV - DIANA GONZALES-PURCH

DATE: 3/04/10

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 68292 PROFESSIONAL SYSTEMS ENGINEERI

DELIVER BY DATE: 3/15/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ADMINISTRATION, CONSTRUCTION TCCC CONTROL PANELS COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	29680.00	DOL	1.0000	29680.00	
2	CLOSE OUT CONSTRUCTION DOCUMENTATION COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	4405.00	DOL	1.0000	4405.00	
REQUISITION TOTAL:					34085.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137358248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	100.00	29680.00
2	00137358248102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	100.00	4405.00
				34085.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**MODIFICATION OF CONTRACT NUMBER: PS090238RV, Professional Engineering Design Services for TCCC Control Panel Upgrades (Buildings 2 and 3) PAGE 1 OF 4 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Richard Villareal TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>March 5, 2010</b>
ISSUED TO: <b>Professional Systems Engineering Attn.: Gerald I. Forstater Pennbrook Business Center 1010 Church Road Lansdale, PA 19446</b>	MODIFICATION NO.:  <b>TWO</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>July 28, 2009</b>
ORIGINAL CONTRACT TERM DATES: <u>Completion of Construction</u>		CURRENT CONTRACT TERM DATES: <u>Completion of Construction</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$77,160.00

Current Modified Amount \$129,945.00

**DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:**

A. The following services, Contract Administration Phase and Close-Out Documentation Services are hereby added to this contract, and shall be performed as detailed in the scope attached hereto, and made a part hereof (see attached letter dated March 3, 2010). As a result, Exhibit 1, Section 1-Compensation for Basic Services shall read as follows:

1. Reference Exhibit I, Section 1:

a. Paragraph 1.1: The Basic Services sum is changed from \$95,860.00 (as amended by Mod No. 1 dated 11/09/09) to \$129,945.00, an increase of \$34,085.00.

b. The following Phases will be added to Paragraph 1.2:

Phase 6: Construction Administration \$29,680.00

Phase 7: Close-Out Documentation \$ 4,405.00

2. Reference Exhibit I, Section 5. The Total Agreement Sum is changed from an NTE amount of **\$95,860.00**, (\$95,460.00 Basic Services and \$400.00 Reimbursable Expenses) to an NTE amount of **\$129,945.00**, (\$129,545.00 Basic Services and \$400.00 Reimbursable Expenses) an increase of \$34,085.00.

B. All other terms and conditions remain unchanged.

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

**Note to Vendor:**

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

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

LEGAL BUSINESS NAME: <u>PROFESSIONAL SYSTEMS ENGINEERING, LLC</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>GERALD I. FORSTATER</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER <u>LLC</u>
TITLE: <u>PRINCIPAL</u> ITS DULY AUTHORIZED AGENT	DATE: <u>3.9.10</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Gimes</u> CYD V. GIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>3/12/10</u>

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



PROFESSIONAL SYSTEMS ENGINEERING, LLC

March 3, 2010

Mr. Mark Stefanov, PE  
Travis County Correctional Complex  
Maintenance  
3614 Bill Price Road, B110  
Del Valle, TX 78617

Re: Proposal for Travis County Correctional Complex Buildings 140 and 160 Control Panel Upgrade Construction Administration Services and Close-out Documentation

Dear Mark:

We are pleased to provide Travis County a proposal for Construction Administration and Close-out Documentation services for the Travis County Correctional Complex's Buildings 140 and 160 Control Panel Upgrade.

Professional Systems Engineering will coordinate with contractors and owner's representatives as required, for a successful result. We will lead the effort to ensure the Control Panel Upgrade is provided according to the standards already set in the contract documents.

The following details our scope of services including our fees for this project.

#### **SCOPE OF SERVICES**

- Requests for Information (RFI) from the contractor will be addressed during the construction of the project.
- Shop Drawings and submittals shall be reviewed from the contractor to assure the requirements of the Bid Documents are addressed.
- Four (4) Construction Meetings shall be attended on-site at Travis County Correctional Complex. This includes field reports and meeting notes. All visits are combined (same day) for all systems (Control, Communications, and Locking).
- Attend a two (2) day site visit for substantial completion of each building totaling four (4) days On-site. This includes walkthroughs and observation of contractor testing. Field reports (punch lists) will be based on a walkthrough for general compliance of the bid documents. This does not include independent testing of individual devices.
- One site visit totaling two (2) days of On-site Closeout meetings shall be attended. These meetings will be after the observation of contractor testing phase to address contractor completion of open issues from the Field Reports issued during the previous On-site observation phase. Develop scope for Contractor to base Extended Guarantee Proposal on meeting the needs of Travis County.

**Professional Systems Engineering, LLC****Close-out Documentation Services**

	Senior Engineer @ \$160/hr	Project Manager @ \$150/hr	Design @ \$115/hr	CAD @ \$90/hr	Technical @ \$70/hr	TOTALS
1 Set Unbound Drawings – Signed & Sealed	2	3	8	4		11
1 Set Specifications – Signed & Sealed	2	3	9	1		5
1 CD Set Drawings & Specifications			2	1	2	1463
TOTAL HOURS for CLOSE-OUT	1288	6	19	6	286	37
<b>TOTALS for Close-Out Services</b>	<b>\$640</b>	<b>\$900</b>	<b>\$2,185</b>	<b>\$540</b>	<b>\$140</b>	<b>\$4,405</b>

- Includes "as-record" mark-ups for smoke detection as noted by Contractor in CAD format for Agency Archives.

**Summary of Cost**

	<b>Professional Services</b>
Construction Administration	\$ 29,680
Close-Out Documentation Services	\$ 4,405
<b>Total</b>	<b>\$ 34,085</b>

We look forward to providing excellent service to the Travis County Correctional Complex.

Very truly yours,  
Professional Systems Engineering, LLC

Thomas H. Pilson, IV  
Project Manager - Correctional Security Specialist  
215-661-1600 x104





## TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes* 3/15/10 MB

**Voting Session: Tuesday, March 23, 2009**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 6 TO INTERLOCAL AGREEMENT NO. IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM IN-HOME COUNSELING SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

***Points of Contact:***

**Purchasing:** David Walch

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

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:** N/A

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

The contractor, Austin-Travis County Mental Health Mental Retardation (MHMR), provides In -Home Counseling and other services which relate to the Family Preservation Program to juveniles on probation with the Travis County Juvenile Probation Department. The original contract expiration date was September 30, 2009.

For the past six (6) months, the Purchasing Office, Juvenile Probation Department and MHMR have been in the process of negotiating the FY2010 contract. To facilitate these efforts, it was necessary to modify the current contract to include an Option to Extend clause (Modification No. 2), providing for Three (3) one (1) month option periods. The Court approved Modification No. 2 on September 29, 2009, extending the contract for an additional three (3) months to December 30, 2009.

Due to our inability to reach an amicable agreement on the new contract terms by December 30, 2009, the Court approved Modification No. 3, which extended the original Option to Extend clause for and addition three months (total of six), and exercised a one month extension, creating a new expiration date of January 29, 2010.

The process of extending the contract one month at a time continued with Modification No. 4, extending the contrat to February 27, 2010. However, due to an oversight, Modification No. 4 was not presented for Court approval. The Court Ratified Modification No. 4, and approved Modification No. 5 to exercise the last one month extension, to extend the contract until March 30, 2010 on February 23, 2009.

The Court is asked to approve Modification 6 to amend the agreement to incorporate agreed upon changes to the Terms and Conditions, Scope of Service and Fee Schedule. The term of this agreement shall continue through September 30, 2010 and shall thereafter automatically renew on October 1<sup>st</sup> of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

- **Contract Expenditures:** Within the last 5 months \$93,322.00 has been spent against this contract.

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: **ON AN AS NEEDED BASIS**

Contract Type: (Professional Services Agreement)

Contract Period: 12/1/2008 - 9/30/2009 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: **ON AN AS NEEDED BASIS**

Modification Type: EXTENSION

Modification Period: 2/27/10 - 3/30/2010

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☒ Comments: Original modification documents have been routed for signatures. A DRAFT of Modification 6 is attached for review, originals to be provided upon receipt.

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): 001-4530-593-6099

☒ Comments: ON AN AS NEEDED BASIS

➤ **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

10 MAR 15 AM 9:28  
RECEIVED  
COUNTY JUDGES OFFICE

Updated 3-19-10 at 11:40am  
**MODIFICATION OF CONTRACT NUMBER: IL090060VR In-Home  
Counseling and Education  
Services**

PAGE 1 OF 10 PAGES

 **DRAFT**

ISSUED BY: PURCHASING OFFICE 314 W. IITH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>March 8, 2010</b>
ISSUED TO: Austin Travis County MHMR P.O. Box 3548 Austin Texas 78764 Attn: David Evans	MODIFICATION NO.: <b>6</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>December 1, 2008</b>

ORIGINAL CONTRACT TERM DATES: 12/1/08 – 9/30/09 CURRENT: CONTRACT TERM DATES: 10/1/2009 – 3/30/2010


FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: As needed Basis Current Modified Amount As needed basis.

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

- A. Pursuant to Section 6.0, Amendments/Modifications, this contract is hereby modified as described herein. Agreed upon changes are summarized in Sections A.1 to A.10 below and a more detailed description of the changes is included in pages 2 through 10 of this Modification.
1. The replacement and or addition of Definition items 1.9, 1.10, 1.11, 1.12, 1.13 and 1.14 in Section 1.0 Definitions.
  2. Addition of paragraph 3.9 in Section 3.0 Center's Responsibilities to incorporate - Attachment G- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00.
  3. Replacement of paragraph 4.4 Invoicing, Section 4.0 Compensation, Billing, and Payment.
  4. Deletion of Attachment E – Invoice Sample.
  5. Deletion of Attachment F– Invoice Back-Up Report Sample.
  6. Renumbering of Paragraph 4.13 and 4.14 for purposes of form.
  7. Deletion of paragraph 8.5 "Reporting Requirements". (requirements are included in Revised Attachment A Scope of Services dated 1/5/2010)
  8. Replacement of paragraph 8.6
  9. Replacement of "Attachment A – Scope of Services" with revised "Attachment A" dated 1/5/2010.
  10. Replacement of "Attachment B – Fee Schedule" with revised "Attachment B" dated 1/5/2010
- B. The changes made by this Modification # 6 shall be effective March 31, 2010. The current term of this agreement shall continue through September 30, 2010 and, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

**Note to Vendor:**

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

**1. Reference Section 1.0 Definitions the following terms will be replaced or added as follows:**

- 1.9) Delete definition 1.9 “Service Plan” and replace with the following:  
1.9 “Service Plan” is the strength based assessment and treatment plan used in wraparound planning that identifies, builds on and enhances the capabilities, knowledge, skills and assets of the Client and family, their community, and other team members. The focus is on increasing functional strengths and assets while attending to relational, behavioral, and mental health needs as clinically warranted.
- 1.10) Delete definition 1.10 “Link or Linkage” in its entirety and replace with the following:  
1.10 “Referral” is a process of actively connecting the Client and family to a community resource and includes assistance with scheduling the initial appointment. The date of such appointment, if known, shall be documented in the Client’s file maintained by CENTER.
- 1.11) Delete definition 1.11 “Case Management” and replace with the following:  
1.11 “Case Management” means services that assist the Client and the family in accessing and establishing linkages to community based services appropriate to the Client and family’s needs. These services include assessing, planning, referring and monitoring the continuity of the community based services, advocating for family with community resources and identifying and overcoming barriers.
- 1.12) Delete definition 1.12 “Contact” and replace with the following:  
1.12 “Contact” means a face-to-face meeting with the Client or family, including counseling sessions, parent education sessions, family team meetings and those crisis service sessions that are face-to-face. A qualifying no-show service for any service in Section B.5 of Attachment A to this Agreement is excluded.
- 1.13) Add definition 1.13 “Unit of Service” as follows:  
1.13 “Unit of Service” is the billable time for services provided by Center under this Agreement as defined in Section B.3 of Attachment A, Scope of Services. For all services, unless designated otherwise, the Unit of Service will be one (1) hour of service provided by Center hereunder. For Case Management and Crisis Services, the Unit of Service will be fifteen (15) continuous minutes of service provided by Center hereunder. For Family Team Meetings, the Unit of Service will be the episode of facilitation of the meeting and any related documentation.
- 1.14) Add definition 1.14 “Enrollment or Enrolled” as follows:  
Enrollment or Enrolled” means a Client has completed an Intake Assessment and has signed an agreement to participate, and has signed all Center required consent/ authorization forms with respect to participation in services.

2. **Reference Section 3.0 Center's Responsibilities the following Paragraph 3.9 is hereby added:**

3.9 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

Center certifies, by entering into this Agreement, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Center shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00. See Attachment G of this modification.

3. **Reference Section 4.0 Compensation, Billing, and Payment, Paragraph 4.4 Invoicing is deleted and replaced with the following:** Invoicing: CENTER shall invoice County monthly for services rendered pursuant to this Agreement.

4.4 Invoices shall be submitted within twenty (20) working days after the end of each calendar month in which services are rendered. Invoices will be submitted billing for services provided under this Agreement and shall include the following information:

4.4.1 Invoices will be submitted billing for services provided under this Agreement and shall include the following information:

- 4.4.1.1 each type of service provided during the calendar month
- 4.4.1.2 the total number of units for each type of service provided
- 4.4.1.3 the amount billed per unit for each type of service provided
- 4.4.1.4 the total amount billed per type of service provided
- 4.4.1.5 the total amount billed for all services provided

4.4.2 A detail report will be submitted supporting the invoice and shall include the following information (detailing individual service provided to each Client)

- 4.4.2.1 the initials and PID # of each Client served,
- 4.4.2.2 every date of service within the calendar month in chronological order along with the type(s) of service provided and the number of units for each type(s) of service provided
- 4.4.2.3 an indication for any unit of service provided that is a qualifying no-show service session

4.4.3 Attachments will be submitted supporting the invoice and detail report that include:

- 4.4.3.1 Monthly Summary Report

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4. **Reference Section 4.0 Compensation, Billing, and Payment, the following paragraphs 4.13 and 4.14 are hereby added as follows: These paragraphs were included within Section 4.4 of the original contract and are being renumbered for purposes of form.**

4.13 No Duplication: CENTER acknowledges and agrees that CENTER will receive payment for the services it provides hereunder solely from COUNTY and that there will be no duplicate payments from other sources for the same client services which are paid for by COUNTY and requested by CENTER under the monthly invoices.

4.14 On Supplanting: Invoicing: CENTER acknowledges and agrees that funds received by COUNTY for services provided hereunder shall not be used to supplant Federal, State or other local funds provided for these same services. Potential supplanting can be the subject of contract compliance review and audit.

5. **Reference Section 8.0 Service Specific, Paragraph 8.5 Reporting Requirements, is hereby deleted and replace with the following:**

8.5 All reporting requirements are detailed in Attachment A, Scope of Services.

6. **Reference Section 8.0 Service Specific, Paragraph 8.6 is deleted and replaced with the following:**

8.6 Travis County will provide the following for CENTER's use in providing services pursuant to this Agreement:

- 8.6.1 nine hundred seventy (970) square footage of office space, including utilities, phone and internet services
- 8.6.2 phone equipment for the space designated in Paragraph 8.6.1
- 8.6.3 office furniture for the space designated in Paragraph 8.6.1
- 8.6.4 copier and supplies as reasonably necessary to support staff working in the space designated in Paragraph 8.6.1.

ATTACHMENT A  
SCOPE OF SERVICES  
Revised as of January 5, 2010

 **DRAFT**

**PROGRAM OBJECTIVE:** The Family Preservation Program (FPP) provides in-home, short-term, intensive goal oriented services for client and their families actively participating in the goal setting process. CENTER links families who need longer term intervention than provided for under this Agreement to other available resources within the community.

**CONTRACT PURPOSE:** CENTER will provide counseling and education services in the homes of clients and their families that are referred by the Travis County Juvenile Probation Department. These intensive in-home services will be focused on the strength base assessment of the Client and his/her family's needs at the time of entrance. CENTER will establish an in-home, short-term; goal oriented Service Plan for each Client and link any Client requiring long term assistance to other resources within the community.

**SERVICE CAPACITY EXPECTATION:** CENTER will clearly demonstrate through reporting and case load management that the FPP will serve all Travis County referrals as case load capacity permits. CENTER shall maintain a caseload capacity to serve at least 60 clients at any time.

**TARGET POPULATION:** CENTER shall provide services to clients who live in Travis County and are referred by the Travis County Juvenile Probation Department. The target population to be served under this Agreement includes clients who meet the following criteria:

1. The client has been removed from the home or is at immediate risk for removal from the home; and
2. The client is currently under the supervision of the Travis County Juvenile Probation Department; and
3. Client has exhibited a decrease in functioning at home, or in school with peers, or within his or her community during the past six months.

**A. REFERRAL PROCESS:**

DIRECTOR or designee will determine if a client is eligible under the target population criteria and determine if the client and family will be referred to Center for services under this Agreement.

**B. DESCRIPTION OF SERVICES:**

The CENTER will provide the following services:

**B.1 INTAKE AND ENROLLMENT SERVICES:**

For every client referred by the DIRECTOR, CENTER will facilitate an intake to enroll the client in the Family Preservation Program (FPP). This intake includes an initial meeting with the client and family, signed agreement by the client and family to participate in FPP and signed consent/authorization forms by client and family with respect to participation in FPP as required by CENTER. CENTER shall not bill COUNTY for any intake and enrollment activities.

The CENTER will notify the DIRECTOR when a family has not completed the enrollment within five (5) business days after date of referral or when a family fails to engage after three consecutive attempts to schedule services.

**B.2 SERVICE PLANNING:**

For every client who is successfully enrolled in FPP as described in Section B1, CENTER shall develop a Service Plan in face-to-face consultation with the Client and family.

The development of the Service Plan shall involve an assessment process.

CENTER will conduct an assessment that includes a review of referral information and any available previous assessment information provided by COUNTY as well as an interview with the client and family.

000

CENTER shall maintain the confidentiality of all assessment information provided by COUNTY, as required by applicable laws, rules, regulations. The assessment will be designed to determine the nature and extent of the problems and needs of the client, to identify the strengths of the client and their family, and to establish the appropriate course and length of service. Each assessment will include a summary report that details the extent of service provision needed and that is attached to the Service Plan.

The Service Plan will be a strength based treatment plan used in wraparound planning that identifies, builds on, and enhances the capabilities, knowledge, skills and assets of the Client and family, their community, and other team members.

The focus of the Service Plan will be to increase the Client's functional strengths and assets, while attending to his/her relational, behavioral, and mental health needs.

The Service Plan will provide individualized short-term, goal-oriented steps that reflect the family and Client participation in the process. The Service Plan shall not exceed four (4) months of service unless approved in writing by DIRECTOR.

### **B.3 SERVICE CONTACT REQUIREMENTS:**

In order to address the goals and objectives set by the Service Plan, CENTER will provide each Client with a minimum of six (6) face-to-face service contacts per month from the service menu choices below in Section B.5. This requirement for minimum contacts is waived for any month in which a Client is served for only twenty-one days or less due to date of enrollment or discharge.

CENTER shall not exceed a maximum of twelve (12) face-to-face service contacts per month for any Client without written approval by the DIRECTOR. Every service contact may include both time spent talking with the client and/or family and time spent documenting session progress notes. Every service contact must include a face-to-face meeting with the Client and/ or family pursuant to the definitions of each service below. The only exceptions to this face-to-face meeting requirement are Case Management as defined in Section 3.5 and qualifying no-show service sessions.

A qualifying no-show service session only occurs when CENTER schedules and documents an appointment and travels to the Client's home and subsequently the service session does not occur. A qualifying no-show service session does not count toward the minimum of six (6) or maximum of twelve (12) face-to-face service contacts since no face-to-face service is actually provided.

### **B.4 UNIT BILLING FOR SERVICES:**

Billing is based on the number of Units of Service provided to each Client. The production of a Service Plan including the assessment is one (1) Unit of Service and the production of a Discharge Summary Report is one (1) Unit of Service.

CENTER shall only bill for one Service Plan and one Discharge Summary Report per client served. For all service types in the menu of services below, one Unit of Service equals one (1) hour of service for all service types except for Case Management services, Crisis Services and Multi-family Group services. For Case Management and Crisis Services, one Unit of Service equals fifteen (15) minutes of services. For Multi-family Group services, one Unit of Service equals one group meeting held. CENTER shall bill for the quantity of Units of Service provided by CENTER per Client per calendar month, except for Case Management services. CENTER is limited to billing Case Management services to no more than two and a half (2.5) hours or ten (10) Units of Service per Client per month as detailed in Section 3.5. CENTER is limited to billing each qualifying no-show service as one (1) Unit of Service. CENTER shall not bill for any counseling sessions for a client until the Service Plan is completed and signed by the Client and family. Any time expended by CENTER for services under this Agreement may only be billed as one service type. Under no circumstances shall CENTER bill the same hour of service for more than one service type.

### **B.5 SERVICE MENU**

CENTER shall provide each Client with the mix of services needed to support the goals and objectives in the Service Plan. The menu of possible services is as follows:

**B.5.1 In-Home Family Counseling:** Face-to-face counseling with the Client's family in their home focused on assisting the family in methods needed to reduce conflict improve problem solving skills, address mental health issues and increase positive family communication. Goal is to reduce family conflict and solidify family cohesiveness. These services may only be provided in the Client's home.

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**B.5.2 In-Home Individual Counseling:** Face-to-face counseling with the Client in their home focused on assisting the Client in life skills needed to complete probation requirements, improve positive social skills, address mental health issues and achieve education goals. These services may only be provided in the Client's home; for this service, home is defined as wherever Client resides including home of parent, home of other caregiver, detention or shelter facilities.

**B.5.3 Parent Education Session:** Face-to-face meetings with Client's parents or other caregivers focused on assisting and coaching parents or other caregivers in improved parenting skills that will address and reduce behavioral problems of the Client both in the family and in the community. The sessions are with the Client's parents or caregivers only. These services may be provided in any location.

**B.5.4 Family Team Meetings:** Face-to-face meetings of the family with their Juvenile Probation Officer and other relevant professionals facilitated by CENTER to review the Client and family's participation in the program and progress on the goals of the Service Plan. Service Plan goals may be revised or modified and discharge planning may occur. CENTER will facilitate this meeting at a least every thirty (30) days that the client is enrolled in services; meetings may be convened more frequently at the request of the Juvenile Probation Officer, family, FPP staff or other relevant professional. These services may be provided at any location.

**B.5.5 Case Management:** Assistance provided to Client and family in accessing and establishing a link to necessary community based services and programs appropriate to the Client and family's needs. Case Management services include assessing, planning, referring, and monitoring of the continuity of community based services, advocating for the Client and family with community resources, and identifying and overcoming barriers. Communication between CENTER therapist and the Client's Juvenile Probation Officer is also included as Case Management services. These services may be provided in any location. Case Management services may not exceed two and a half (2.5) hours of service per Client per month without written approval from DIRECTOR.

**B.5.6 Crisis Services:** Intervention and stabilization provided for client experiencing a mental health or behavioral crisis. These services may be provided in any location. The FPP staff will assist the family in the use of conflict resolution and de-escalation skills in an attempt to defuse the crisis. No more than three (3) hours will be billed for one encounter under crisis services. If the need for services extends beyond three (3) hours, the counselor should turn the situation over to emergency services for follow-up. CENTER shall report any crisis services provided to DIRECTOR no later than the next business day following the provision of the service

**B.5.7 Community Based Multifamily Group Session:** Face-to-face meetings with multiple families that include the provision of educational and skills-focused materials intended to enhance the information provided to families in counseling sessions. These services may be provided in any location.

## **B.6 DISCHARGE PROCESS:**

Once a Client has been enrolled in FPP, then a discharge from the program will be either successful or unsuccessful. Successful discharges are the result of demonstrated progress by Client toward meeting all of the goals and objectives identified in the Service Plan. Unsuccessful discharges will be the result of lack of demonstrated progress toward all of the goals and objectives identified in the Service Plan.

An individual Discharge Report will be provided for each Client completing the program or being discharged for any reason. The CENTER will submit a Discharge Report to DIRECTOR within seven (7) business days after the date of discharge of any Client. Additionally, CENTER shall include the following information regarding discharges that occur during a month in the monthly summary report: identity of client discharged; whether the discharge was successful or unsuccessful, and the reason for any unsuccessful discharge.

## **C. STAFF QUALIFICATIONS:**

CENTER will determine the level of qualifications of the staff performing services under this Agreement, but CENTER agrees that all staff providing counseling services shall have at least a Master's Degree level education or above. CENTER agrees that no referrals will be refused due to a Client's need for bilingual Spanish speaking staff. CENTER will assure that all services provided under this contract will be provided by the appropriate level of qualified staff to include bilingual Spanish speaking staff. The foregoing notwithstanding, Center and County agree that the three who do not have a Master's Degree may provide counseling services hereunder provided, however, all other Center staff providing counseling services hereunder shall meet the Master's Degree requirement contained in this Section C.

**D. PERFORMANCE MEASURES:**

The performance of CENTER in achieving the goals of the Family Preservation Program (FPP) will be determined by the CENTER's delivery of services in accordance with the terms and conditions of this Agreement, including Attachment A, Scope of Services.

The CENTER shall track and provide outcome measures of service delivery to include:

- D.1** 100% of Clients referred are accepted by CENTER for intake and enrollment Services as described in B.1 of this Attachment A.
- D.2** 85% of Clients referred are successfully enrolled in FPP by CENTER as defined in Section 1.14 of this Agreement within seven (7) business days from date of referral, excluding those Clients for whom Center has received written approval from DIRECTOR of an extension of time to enroll the Client.
- D.3** 100% of Clients enrolled will have a Service Plan, including assessment, submitted to the DIRECTOR within seven (7) business days from the date of Enrollment.
- D.4** 95% of Clients enrolled will receive at least six (6) service contacts per each full month served by FPP. A full month is any month when the Client is enrolled for at least twenty-one days (21).
- D.5** 95% of Clients enrolled will be referred to at least one community service that is intended to continue after discharge.
- D.6** 80% of Clients enrolled will be discharged as successful for making progress toward or completing all the goals and objectives identified in the Service Plan.

**E. REPORTING REQUIREMENTS:**

CENTER agrees to satisfy the following reporting requirements:

- E.1** Service Plan – CENTER shall submit to COUNTY a written Service Plan as described in paragraph B.2 of this Attachment A for each client within five (5) business days of the client's enrollment and no later than ten (10) business days from the date of referral, unless CENTER has received written approval from DIRECTOR to extend the date of enrollment or service plan submission.
- E.2** Weekly Progress Notes - CENTER shall submit to COUNTY by electronic mail a weekly progress report for each Client served.
- E.3** Monthly Team Meeting Report – CENTER shall submit to COUNTY a written monthly team meeting report for each Client served that addresses progress with each Client's Service Plan. These reports satisfy the attachment to the invoice as required by Section 4.4.3.1 of this Agreement.
- E.4** Discharge Report – CENTER shall submit to COUNTY an individual Discharge Report for each Client completing the program or being discharged for any reason within seven (7) business days after the date of the Client's discharge.
- E.5** Monthly Summary Report – CENTER shall submit to COUNTY a monthly summary report that addresses the Performance Measures detailed in Section D of this Attachment A within twenty (20) business days after the end of each calendar month in which services are rendered. The Monthly Summary Report shall include the following information for activity during the month: the number of youth accepted for intake and enrollment, the identity of all Clients enrolled and their corresponding date of enrollment, corresponding date of Service Plan submission, and corresponding number of face-to-face service contacts, the identity of all Clients discharged, the number of successful or unsuccessful discharges, and the reason for any unsuccessful discharges, and the number of Client's discharged who were referred to at least one community service intended to continue after discharge. This report satisfies the attachment to the invoice as required by Section 4.4.3.1 of this Agreement.

**ATTACHMENT B  
FEE SCHEDULE  
Revised as of January 5, 2010**



**DRAFT**

IL090060VR

**For** and in consideration of full and satisfactory performance of the services and activities described in the Scope of **Services** (Attachment A) Travis County shall pay CENTER in accordance with the following rate schedule:

Service Provided		Unit of Service	Cost per Unit
B.2	Service Plan Preparation, including assessment	p/plan	\$55.00
B.5.1	In-Home Family Counseling	p/contact	\$68.00
B.5.2	In-Home Individual Counseling	p/contact	\$68.00
B.5.3	Parent Education Session	p/contact	\$68.00
B.5.4	Family Team Meeting	p/contact	\$68.00
B.5.5	Case Management	p/15 min	\$17.00
B.5.6	Crisis Services	p/15 min	\$17.00
B.5.7	Multi-Family Group	p/group	\$110.00
B.6	Discharge Summary Report	p/report	\$25.00

*[Faint, illegible stamp]*

**ATTACHMENT G****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

**By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

**Do you have or do you anticipate having subcontractors under this proposed contract? \_\_\_\_YES \_\_\_\_NO**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR  
COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

 **DRAFT**

**David Walch - Fwd: Re: MHMR Kt #IL090060VR, In Home Counseling & Education Svs (Mods 4 & 5)**

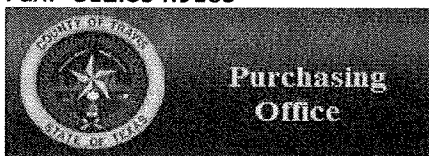
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**From:** Marvin Brice  
**To:** David Walch  
**Date:** 3/5/2010 8:04 AM  
**Subject:** Fwd: Re: MHMR Kt #IL090060VR, In Home Counseling & Education Svs (Mods 4 & 5)  
**Attachments:**

---

I need you to process this for Vania. Print the attached and come see me to discuss.

Marvin Brice, CPPB  
Assistant Purchasing Agent  
[marvin.brice@co.travis.tx.us](mailto:marvin.brice@co.travis.tx.us)  
Ph: 512.854.9765  
Fax: 512.854.9185



>>> Laura Ward <[lauraward@austin.rr.com](mailto:lauraward@austin.rr.com)> 3/4/2010 11:01 PM >>>

Attached please find MHMR's requested changes to our proposed contract modification; their requests are identified by both redlined edits and comments. I think these are the changes you were seeking in your message below and believe it is all the information needed to finalize the Modification #5 (or is it now Mod #6?).

Juvenile Probation is comfortable with accepting all the "redlined" edits. In addition, we are fine with the insertion of requested language reflected in the comments regarding Scope of Services Section B.5.4 to clarify the location of Family Team Meetings and Scope of Services Section D.3 Performance Measures to allow 7 business days for enrollment and an 85% success rate of enrollment for youth referred. Also, while the attached document does not address the name change, you may want to consider that ATCMHMR's DBA has now changed to Austin Travis County Integral Care (ATCIC).

I would be glad to help answer any questions about the proposal, and would appreciate an opportunity for a final review (with an extremely quick turnaround) before you send the modification to MHMR for signature.

Regards,  
Laura



## TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9188

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/15/10*

**Voting Session: Tuesday, March 23, 2010**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR DEMOLITION SERVICES, IFB #B100098-LD, TO THE LOW BIDDER, FRISBIE & EDWARDS, LLC. (TNR)

***Points of Contact:***

**Purchasing:** Loren Breland, 854-4854

**Department:** TNR, Joe Gieselman, Executive Manager, Donna Williams, 854-9383

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This contract will provide demolition services for the demolition of residential properties located within the 100-year flood plain.

On January 19, 2010, IFB #B100098-LD was issued. Ten bids were received on February 8, 2010. TNR has reviewed the bids and recommends award to the low bidder, Frisbie & Edwards, LLC.

- **Contract Expenditures:** Within the last 12 months \$333,916.88 has been spent against this requirement.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: (Estimated quantity) As needed basis.

Contract Type: Annual Contract

Contract Period: March 23, 2010 – March 22, 2010

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 77

Responses Received: 10

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.

☒ Funding Account(s): 472-4945-809-8112, 507-4945-809-8112, 510-4915-809-8112, 511-4911-809-8112

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

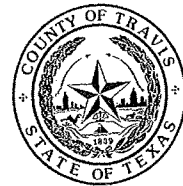
➤ APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE



## TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

February 22, 2010

### MEMORANDUM

**TO:** Cyd Grimes, County Purchasing Agent  
*Cyd Grimes*  
**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** Contract Award Recommendation Demolition Services

TNR has reviewed the bids received for solicitation B100098-LD and recommends award to the apparent low bidder, Frisbie & Edwards LLC. This is an as needed basis contract and primary services will be associated with the demolition of residential properties purchased by Travis County that are located within the 100-year floodplain. Funds for these services are available in accounts 472-4945-809-8112, 507-4945-809-8112, 510-4915-809-8112 and 511-4911-809-8112. The commodity/Sub-Commodity code is 961/103.

An electronic copy of this memo has been forwarded to Loren Breland. If you need additional information please contact Donna Williams at 854-7677 or Stacey Scheffel at 854-7565.

Attachments

DWJ:JPG:dwj

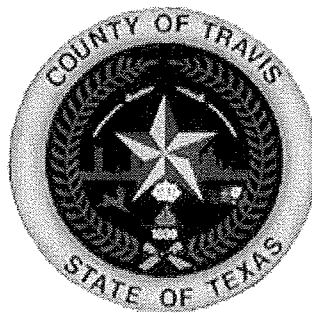
**Copy:** Loren Breland, Purchasing  
*Cyd* Melinda Mallia, TNR  
Kurt Nielsen, TNR  
Stacey Scheffel, TNR  
Donna William-Jones, TNR

RECEIVED  
TRAVIS COUNTY

7:20 FEB 24 AM 8:12  
COUNTY PURCHASING  
OFFICE



**Bid Tabulation Packet  
for  
Solicitation B100098-LD  
  
DEMOLITION SERVICES**



**Travis County**

**Bid #B100098-LD - DEMOLITION SERVICES**Creation Date **Jan 12, 2010**End Date **Feb 8, 2010 2:00:00 PM CST**Start Date **Jan 19, 2010 9:34:50 AM CST**Awarded Date **Not Yet Awarded**

<b>B100098-LD-1-01 Crew Supervisor</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$15.00	1 / hour	\$15.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Southwest Destructors</u>	First Offer - \$16.00	1 / hour	\$16.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Southwest Key Maintenance LLC</u>	First Offer - \$22.00	1 / hour	\$22.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Huffman Construction Inc</u>	First Offer - \$22.00	1 / hour	\$22.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>GGs Construction</u>	First Offer - \$25.00	1 / hour	\$25.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Sierra Demolition</u>	First Offer - \$27.50	1 / hour	\$27.50		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Private Paradise Custom Creators</u>	First Offer - \$32.00	1 / hour	\$32.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>AAR Incorporated</u>	First Offer - \$42.00	1 / hour	\$42.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>A R DEMOLITION</u>	First Offer - \$60.00	1 / hour	\$60.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Billy Nabors Wrecking [Ad]</u>	First Offer - \$73.00	1 / hour	\$73.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Includes: Wages/Truck/cell phone/small tools.			

<b>B100098-LD-1-02 Crew Worker</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$11.00	1 / hour	\$11.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Southwest Key Maintenance LLC</u>	First Offer - \$12.00	1 / hour	\$12.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

Southwest Destructors	First Offer - \$12.00	1 / hour	\$12.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Huffman Construction Inc	First Offer - \$15.00	1 / hour	\$15.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Sierra Demolition	First Offer - \$17.00	1 / hour	\$17.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
GGs Construction	First Offer - \$18.00	1 / hour	\$18.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Private Paradise Custom Creators	First Offer - \$24.00	1 / hour	\$24.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
AAR Incorporated	First Offer - \$24.00	1 / hour	\$24.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Billy Nabors Wrecking [Ad]	First Offer - \$25.00	1 / hour	\$25.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Includes: Wages/small tools.			
A R DEMOLITION	First Offer - \$35.00	1 / hour	\$35.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

B100098-LD-1-03 Demolition Crew Worker					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Frisbie & Edwards LLC	First Offer - \$11.00	1 / hour	\$11.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Southwest Destructors	First Offer - \$12.00	1 / hour	\$12.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Southwest Key Maintenance LLC	First Offer - \$15.00	1 / hour	\$15.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Huffman Construction Inc	First Offer - \$15.00	1 / hour	\$15.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Sierra Demolition	First Offer - \$17.00	1 / hour	\$17.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
GGs Construction	First Offer - \$18.00	1 / hour	\$18.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

Private Paradise Custom Creators	First Offer - \$24.00	1 / hour	\$24.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
AAR Incorporated	First Offer - \$24.00	1 / hour	\$24.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Billy Nabors Wrecking [Ad]	First Offer - \$29.00	1 / hour	\$29.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Includes: Wages/small tools.			
A R DEMOLITION	First Offer - \$35.00	1 / hour	\$35.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

<b>B100098-LD-1-04 Crew worker, vehicle removal</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
Frisbie & Edwards LLC	First Offer - \$0.00	1 / hour	\$0.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Huffman Construction Inc	First Offer - \$10.00	1 / hour	\$10.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Southwest Destructors	First Offer - \$12.00	1 / hour	\$12.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Southwest Key Maintenance LLC	First Offer - \$15.00	1 / hour	\$15.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Sierra Demolition	First Offer - \$17.00	1 / hour	\$17.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
GGs Construction	First Offer - \$18.00	1 / hour	\$18.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
AAR Incorporated	First Offer - \$24.00	1 / hour	\$24.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Billy Nabors Wrecking [Ad]	First Offer - \$29.00	1 / hour	\$29.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Includes: wages			
A R DEMOLITION	First Offer - \$30.00	1 / hour	\$30.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Private Paradise Custom Creators	First Offer - \$32.00	1 / hour	\$32.00		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

<b>B100098-LD-1-05 Heavy Equipment Operator</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$13.00	1 / hour	\$13.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Southwest Destructors</u>	First Offer - \$16.00	1 / hour	\$16.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Huffman Construction Inc.</u>	First Offer - \$20.00	1 / hour	\$20.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Southwest Key Maintenance LLC</u>	First Offer - \$22.00	1 / hour	\$22.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Sierra Demolition</u>	First Offer - \$22.00	1 / hour	\$22.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>GGs Construction</u>	First Offer - \$25.00	1 / hour	\$25.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Private Paradise Custom Creators</u>	First Offer - \$36.00	1 / hour	\$36.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Billy Nabors Wrecking [Ad]</u>	First Offer - \$37.00	1 / hour	\$37.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Includes: wages			
<u>A R DEMOLITION</u>	First Offer - \$50.00	1 / hour	\$50.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Billy Nabors Wrecking [Ad]</u>	Alt 2 - \$75.00	1 / hour	\$75.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Equipment: 963 Cat trackloader used for residential structure demolition and clearing.			
<u>Billy Nabors Wrecking [Ad]</u>	Alt 3 - \$80.00	1 / hour	\$80.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Equipment: 220 Kamatsu Excavator, used for standard commercial building demolition.			
<u>Billy Nabors Wrecking [Ad]</u>	Alt 4 - \$125.00	1 / hour	\$125.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Equyipment: 345 Cat excavator used for heavy constructed building demolition:			
<u>AAR Incorporated</u>	First Offer - \$135.00	1 / hour	\$135.00		<b>Y</b>

<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>
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<b>B100098-LD-1-06 Hauling Charge, Rubbish Removal</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Sierra Demolition</u>	First Offer - \$5.00	1 / cubic yard	\$5.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>Southwest Destructors</u>	First Offer - \$7.50	1 / cubic yard	\$7.50		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>Billy Nabors Wrecking [Ad]</u>	Alt 2 - \$8.00	1 / cubic yard	\$8.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 60yd Truck & container for larger projects				
<u>Huffman Construction Inc</u>	First Offer - \$10.00	1 / cubic yard	\$10.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>Billy Nabors Wrecking [Ad]</u>	First Offer - \$10.00	1 / cubic yard	\$10.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Includes: 30yd Truck & container for smaller projects.				
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$10.00	1 / cubic yard	\$10.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>AAR Incorporated</u>	First Offer - \$15.00	1 / cubic yard	\$15.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>GGs Construction</u>	First Offer - \$18.00	1 / cubic yard	\$18.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>Southwest Key Maintenance LLC</u>	First Offer - \$46.00	1 / cubic yard	\$46.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>A R DEMOLITION</u>	First Offer - \$50.00	1 / cubic yard	\$50.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>Private Paradise Custom Creators</u>	First Offer - \$75.00	1 / cubic yard	\$75.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				

<b>B100098-LD-1-07 Tire Removal</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$0.00	1 / each	\$0.00		<b>Y</b>
<b>Agency Product Code:</b> <b>Agency Notes:</b>	<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<u>Huffman Construction Inc</u>	First Offer - \$3.00	1 / each	\$3.00		<b>Y</b>
<b>Agency Product Code:</b>	<b>Supplier Product Code:</b>				

Agency Notes:		Supplier Notes:			
<u>GGs Construction</u>	First Offer - \$6.00	1 / each	\$6.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Billy Nabors Wrecking [Ad]</u>	First Offer - \$8.00	1 / each	\$8.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: car tires			
<u>Southwest Destructors</u>	First Offer - \$10.00	1 / each	\$10.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Sierra Demolition</u>	First Offer - \$10.00	1 / each	\$10.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Does not include big truck and tractor tires. Auto only			
<u>Southwest Key Maintenance LLC</u>	First Offer - \$12.00	1 / each	\$12.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Billy Nabors Wrecking [Ad]</u>	Alt 2 - \$12.00	1 / each	\$12.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: commercial truck tires			
<u>A R DEMOLITION</u>	First Offer - \$15.00	1 / each	\$15.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>AAR Incorporated</u>	First Offer - \$15.00	1 / each	\$15.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Private Paradise Custom Creators</u>	First Offer - \$20.00	1 / each	\$20.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B100098-LD-1-08 Appliance Removal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Frisbie &amp; Edwards LLC</u>	First Offer - \$0.00	1 / each	\$0.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Southwest Destructors</u>	First Offer - \$20.00	1 / each	\$20.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Huffman Construction Inc</u>	First Offer - \$20.00	1 / each	\$20.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>GGs Construction</u>	First Offer - \$27.00	1 / each	\$27.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Southwest Key Maintenance LLC</u>	First Offer - \$30.00	1 / each	\$30.00		Y
Agency Product Code:		Supplier Product Code:			

Agency Notes:		Supplier Notes:			
Billy Nabors Wrecking [Ad]	Alt 4 - \$40.00	1 / each	\$40.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: 35 and UP			
Private Paradise Custom Creators	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Sierra Demolition	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Billy Nabors Wrecking [Ad]	Alt 3 - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: 16-35			
AAR Incorporated	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Billy Nabors Wrecking [Ad]	Alt 2 - \$60.00	1 / each	\$60.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: 6-15			
Billy Nabors Wrecking [Ad]	First Offer - \$75.00	1 / each	\$75.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: 1-5			
A R DEMOLITION	First Offer - \$150.00	1 / each	\$150.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B100098-LD-1-09 Vehicle Removal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Frisbie & Edwards LLC	First Offer - \$0.00	1 / each	\$0.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Southwest Destructors	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Huffman Construction Inc	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Southwest Key Maintenance LLC	First Offer - \$75.00	1 / each	\$75.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
GGs Construction	First Offer - \$90.00	1 / each	\$90.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Private Paradise Custom Creators	First Offer - \$150.00	1 / each	\$150.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			



Sierra Demolition	First Offer - \$200.00	1 / each	\$200.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Billy Nabors Wrecking [Ad]	First Offer - \$250.00	1 / each	\$250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
AAR Incorporated	First Offer - \$250.00	1 / each	\$250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
A R DEMOLITION	First Offer - \$300.00	1 / each	\$300.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

**Supplier Totals**

<b>Frisbie &amp; Edwards LLC</b>		<b>\$60.00 (9/9 items)</b>	
Bid Contact	<b>Judge Edwards</b> <b>judge@frisbieandedwards.com</b> <b>Ph 830-990-0555</b> <b>Fax 830-990-0570</b>	Address	<b>P.O. Box 2132</b> <b>Fredericksburg, TX 78624</b>
Agency Notes:		Supplier Notes:	
<b>Southwest Destructors</b>		<b>\$155.50 (9/9 items)</b>	
Bid Contact	<b>Ross Rathgeber</b> <b>rmr@southwestconstructors.com</b> <b>Ph 512-836-0667</b> <b>Fax 512-835-9865</b>	Address	<b>11804 North Lamar Blvd.</b> <b>Austin, TX 78753</b>
Agency Notes:		Supplier Notes:	
<b>Huffman Construction Inc</b>		<b>\$165.00 (9/9 items)</b>	
Bid Contact	<b>Michael Huffman</b> <b>michael@huffmanconstructioninc.com</b> <b>Ph 504-301-7008</b>	Address	<b>2588 Schwegmann Dr.</b> <b>Marrero, LA 70072</b>
Qualifications	<b>SB WBE</b>		
Agency Notes:		Supplier Notes:	
<b>GGs Construction</b>		<b>\$245.00 (9/9 items)</b>	
Bid Contact	<b>Rolando J Osorio</b> <b>rolandoo@mxconstruction.net</b> <b>Ph 512-257-8075</b>	Address	<b>13612 Bullick Hollow Road</b> <b>Austin, TX 78726</b>
Qualifications	<b>DBE HUB SB WBE</b>		
Agency Notes:		Supplier Notes:	
<b>Southwest Key Maintenance LLC</b>		<b>\$249.00 (9/9 items)</b>	
Bid Contact	<b>David Maldonado</b> <b>dmaldonado@swkey.org</b> <b>Ph 512-462-2181</b> <b>Fax 512-462-0582</b>	Address	<b>6002 Jain Lane</b> <b>Ausitn, TX 78721</b>
Agency Notes:		Supplier Notes:	
<b>Sierra Demolition</b>		<b>\$365.50 (9/9 items)</b>	
Bid Contact	<b>Pat Fleener</b> <b>patfleener@aol.com</b> <b>Ph 512-336-7665</b>	Address	<b>P.O. Box 7858</b> <b>Round Rock, TX 78683</b>
Qualifications	<b>CISV HUB SB WBE</b>		
Agency Notes:		Supplier Notes:	
<b>Private Paradise Custom Creators</b>		<b>\$443.00 (9/9 items)</b>	

Bid Contact <b>David Alarid</b> <b>dalarid@austin.rr.com</b> <b>Ph 512-476-6900</b> Qualifications <b>CISV DBE HUB LCL MBE SB TX</b>	Address <b>8004 Two Coves Drive</b> <b>Austin, TX 78730</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Billy Nabors Wrecking [Ad]</b> Bid Contact <b>George Gomez</b> <b>George@naborsdemo.com</b> <b>Ph 972-287-2287</b> Qualifications <b>MBE NCTRCA SB</b>	<b>\$499.00 (9/9 items)</b> Address <b>2802 North Highway 175</b> <b>Seagoville, TX 75159</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>AAR Incorporated</b> Bid Contact <b>Bryan Wierwille</b> <b>bryan@aarinc.net</b> <b>Ph 713-466-6800</b> <b>Fax 713-466-4234</b>	<b>\$579.00 (9/9 items)</b> Address <b>6640 Signat</b> <b>Houston, TX 77041</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>A R DEMOLITION</b> Bid Contact <b>Courtney Stephenson</b> <b>courtney@ardemolition.com</b> <b>Ph 512-243-2913</b> <b>Fax 512-243-2990</b> Qualifications <b>CISV</b>	<b>\$725.00 (9/9 items)</b> Address <b>13201 FM 812</b> <b>Del Valle, TX 78617</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

\*\*

GM200I13

## TRAVIS COUNTY

2/22/10

Fiscal Year 2010

## Account Balance Inquiry

15:03:26

Account number . . . : 472-4945-809.81-12  
 Fund . . . . . : 472 L/T PI BONDS 2006  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 45 PARK SERVICES  
 Activity basic . . . . : 80 CAPITAL PROJECTS  
 Sub activity . . . . . : 9 COMM&ECON DEV (PKS & REC)  
 Element . . . . . : 81 CAPITAL OUTLAY  
 Object . . . . . : 12 LAND

Original budget . . . . .	0	
Revised budget . . . . .	238,792	10/01/2009
Actual expenditures - current . . . . .	500.00	
Actual expenditures - ytd . . . . .	25,319.50	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	3,930.60	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	29,750.10	12.5%
Unencumbered balance . . . . .	209,041.90	87.5

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

GM200I13

## TRAVIS COUNTY

2/22/10

Fiscal Year 2010

## Account Balance Inquiry

15:03:35

Account number . . . : 507-4945-809.81-12  
 Fund . . . . . : 507 L/T PERM IMPRV BONDS 2007  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 45 PARK SERVICES  
 Activity basic . . . . : 80 CAPITAL PROJECTS  
 Sub activity . . . . . : 9 COMM&ECON DEV (PKS & REC)  
 Element . . . . . : 81 CAPITAL OUTLAY  
 Object . . . . . : 12 LAND

Original budget . . . . . :	0	
Revised budget . . . . . :	743,530	10/01/2009
Actual expenditures - current . :	9,368.00	
Actual expenditures - ytd . . . :	314,171.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	216,522.52	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	64,750.00	
Total expenditures & encumbrances:	604,811.52	81.3%
Unencumbered balance . . . . . :	138,718.48	18.7

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

Fiscal Year 2010

Account Balance Inquiry

Account number . . . : 510-4915-809.81-12  
Fund . . . . . : 510 L/T CERT OF OBLIG, 2008  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 15 STORMWATER MANAGEMENT  
Activity basic . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 9 COMM&ECON DEV (PKS & REC)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 12 LAND

Original budget . . . . .	:	0	
Revised budget . . . . .	:	1,000,000	01/12/2010
Actual expenditures - current . . . . .	:	.00	
Actual expenditures - ytd . . . . .	:	.00	
Unposted expenditures . . . . .	:	.00	
Encumbered amount . . . . .	:	5,250.00	
Unposted encumbrances . . . . .	:	.00	
Pre-encumbrance amount . . . . .	:	.00	
Total expenditures & encumbrances:	:	5,250.00	0.5%
Unencumbered balance . . . . .	:	994,750.00	99.5

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

GM200I13

## TRAVIS COUNTY

2/22/10

Fiscal Year 2010

## Account Balance Inquiry

15:03:53

Account number . . . : 511-4911-809.81-12  
Fund . . . . . : 511 L/T PERM IMPRVMT BDS,2008  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 11 LAND DEVELOPMENT SERVICES  
Activity basic . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 9 COMM&ECON DEV (PKS & REC)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 12 LAND

Original budget . . . . . :	0	
Revised budget . . . . . :	1,414,171	02/05/2010
Actual expenditures - current . :	799,293.05	
Actual expenditures - ytd . . . :	20,473.01	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	75,623.79	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	5,000.00	
Total expenditures & encumbrances:	900,389.85	63.7%
Unencumbered balance . . . . . :	513,781.15	36.3

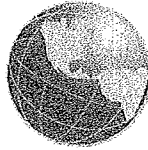
F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys



FRISBIE & EDWARDS  
REMEDIAL CONSTRUCTION MANAGEMENT DEMOLITION

February 9, 2010

Loren Breland  
Travis County Purchasing Office

Sent via Email to: [loren.breland@co.travis.tx.us](mailto:loren.breland@co.travis.tx.us)

Dear Loren:

Pursuant to our telephone conversation yesterday and in response to your email dated 2/9/10, the purpose of this letter is to further clarify our bid for Demolition Services submitted 2/8/10 via the Bid Sync system.

In submitting our bid we did in fact provide a unit price of \$0.00 for the following line items.

B100098-LD-1-04 Crew Worker, Vehicle Removal

B100098-LD-1-07 Tire Removal

B100098-LD-1-08 Appliance Removal

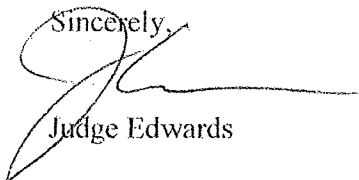
B100098-LD-1-09 Vehicle Removal

\$0.00 is the dollar amount bid for these line items so there would be no charge to the county for them. They are not a No Bid entry.

In addition, we would like to clarify that the bid prices we submitted on all other line items are correct and accurate.

Thank you for your request and we look forward to three more great years of working with you and all of the other great folks at Travis County. Let me know if you have any other questions.

Sincerely,



Judge Edwards



## TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9181

Approved by: \_\_\_\_\_

*Cyd V. Grimes 3/15/10 MB*

**Voting Session: Tuesday, March 23, 2010**

**REQUESTED ACTION:** AUTHORIZE THE COUNTY PURCHASING AGENT TO SIGN ALL CONTRACTS AS A RESULT OF TRAVIS COUNTY'S JOINT SOLICITATIONS WITH THE CITY OF AUSTIN FOR THE FOLLOWING:

- A.) SLC0031 ARRA WEATHERIZATION AUDIT SERVICES ("TEST-IN");
- B.) SLC0032 ARRA WEATHERIZATION SERVICES; AND
- C.) SLC0033 ARRA WEATHERIZATION AUDIT SERVICES ("TEST-OUT").

***Points of Contact:***

**Purchasing:** Jason G. Walker

**Department:** (HHS), Sherri Fleming; Deborah Britton; Lisa Sinderman

**County Attorney (when applicable):** Mary Etta Gerhardt

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios

**Other:**

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

On February 19, 2010, the above referenced joint solicitations with the City of Austin (COA) and Travis County were released through the City of Austin's Purchasing Office. This joint procurement effort is a result of the interlocal agreement between the COA and Travis County as approved on January 19, 2010 as it relates to weatherization services under the American Recover and Reinvestment Act (ARRA). This interlocal was initiated to provide cost savings and efficiencies by eliminating multiple government solicitations, as well as reducing administrative and overhead costs for both the COA and Travis County

On March 16, 2010 at 11:00 A.M., the City of Austin's Purchasing Office will receive responses for these solicitations, and on March 17, 2010 the joint evaluation committee, consisting of City of Austin staff and Travis County staff, will begin to evaluate these responses. Upon the conclusion of the evaluation committee's evaluation, per each solicitation's Scope of Service, the top qualified contractors will be identified, as follows: no



more than the top ten (10) most qualified contractors apiece for SLC0031 and SLC0033, and no more than the top twenty-four (24) most qualified contractors for SLC0033.

Per the interlocal agreement the City of Austin and Travis County will be responsible for separately executing individual contracts within the procurement policies and procedures of each entity. Due to the possibility of there being forty-four (44) contracts requiring execution, the Purchasing Office is requesting authorization be granted to the Purchasing Agent to sign the associated contracts.

The contracted services to be provided to Travis County will not be funded up front, as a result these services being "as-needed". Rather, as each unit is approved by Health and Human Services Housing Services to receive the necessary weatherization services, an individual purchase order will then be generated and provided to each contractor. All weatherization services resulting from the above referenced joint solicitations will be funded by ARRA, as a result of Travis County's grant contract with Texas Department of Housing and Community Affairs (TDHCA), number 16090000680.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: "As-needed" basis

Contract Type: Professional Services and Construction

Contract Period: Through August 11, 2011

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☐ Funding Account(s):
- ☒ Comments: No funds involved with this agenda request.

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE Date

# 12**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**Voting Session: March 23, 2010  
(Date)Work Session  
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854.9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Approve licensing agreement with Brianna Smith for purposes of having a Duathlon race at East Metropolitan Park on Saturday, April 3, 2010.

C. Approved by:

\_\_\_\_\_  
Signature of County Commissioner Davis

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

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

Charles Bergh, TNR Parks 854.9408  
Robert Armistead, TNR Parks 854.9831  
Robert Davis, TNR Parks 278.9966

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  
\_\_\_\_ GrantHuman 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 Attorneys Office (473-9415)X Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

March 9, 2010

### MEMORANDUM

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** Proposed motion to approve a License Agreement with Austin Duathletes to hold a Duathlon race at East Metropolitan Park.

#### **Proposed Motion:**

Approve licensing agreement with Brianna Smith for purposes of having a Duathlon race at East Metropolitan Park on Saturday, April 3, 2010.

#### **Summary and Staff Recommendation:**

Ms. Smith has requested use of east Metropolitan Park to conduct a Duathlon Event. The Duathlon is a race in which competitors run two miles, bike ten miles, and run another two miles. The runs will take place around the trail inside East Metropolitan Park. The bike leg will require participants to leave the park and travel a looped course on Manor-area roads. Park Rangers will help direct traffic on the bike route to ensure participant's safety.

The Event's Race Safety Plan meets the requirements for a USA Triathlon Event. The course design maximizes the park area without affecting amenities that will remain available to other park users during the event. The number of race participants will not exceed 150 to minimize the impact on the parks.

#### **Budgetary and Fiscal Impact:**

There would be no budgetary or fiscal impact associated with this request.

#### **Issues and Opportunities:**

This is an opportunity to host this, fitness focused, event in our county parks. As more people in the Austin area become health conscious, we anticipate seeing more of this type of event in our county parks. This licensing agreement will assure responsible oversight of this event.

**Background:**

We are seeing an increase in request for athletic events in our county parks. We have hosted several triathlons at Pace Bend Park and we hosted several bike races in our east-side parks. This will be the second annual Protest Duathlon staged out of East Metropolitan Park.

**Required Authorizations:**

None

**Exhibits:**

License Agreement

Liability Insurance

JPG:kn

4505 Duathlon/East Metro Park

xc: John Hille, County Attorney  
Charles Bergh, Division Director, Parks  
Robert Armistead, Division Manager, Parks  
Kurt Nielsen, District Park Manager  
Dan Chapman, Chief Park Ranger  
Robert Davis, Park Supervisor, East Metro Park

## **LICENSE AGREEMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Austin Duathletes, a Texas organization ("Licensee").

### WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in those Travis County park known as East Metropolitan Park, the ("County Park") for the purpose of holding Licensee's Protest Duathlon (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to their original condition after Licensee has completed the Event.

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

#### **I. GRANT OF LICENSE**

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a duathlon, which will last approximately 5 hours on Saturday April 3<sup>rd</sup> 2010, at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (b) the right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Event and

emphasizing the need to comply with County Park rules and regulations; and (c) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

## II. TERM OF LICENSE

2.1 The License is granted for one day, commencing at approximately 7:30 a.m. and terminating at approximately 12:30 p.m. on Saturday April 3<sup>rd</sup>, 2010 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Parks. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Terms, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

## IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

## V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the



Parks Division and any and all Travis County Park Rangers), while in the County Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the

License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit A** and made a part hereof.

#### VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

#### IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

#### X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

#### XI. NOTICES

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

If to Licensee:	Brianna Smith Event Coordinator Austin Duathletes 1303 Chestnut Ave Austin, Texas 78702 512-673-6154 austinduathletes.com
-----------------	---

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

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

## XII. VENUE AND CHOICE OF LAW

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

## XIII. MEDIATION

13.1 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 someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## XIV. ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

LICENSEE:

By: \_\_\_\_\_

Brianna Smith  
Title: Event Coordinator,  
Austin Duathletes

Date: \_\_\_\_\_



#

13

Travis County Commissioners Court Agenda RequestVoting Session 03/23/10  
(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. Sun Chase Phase II, Preliminary Plan in Precinct 4 (1441 Total Lots – 1367 residential lots, includes standard and small lots, 8 commercial lots, 1 school lot, 13 multi-family and townhome/other lots, 52 open space/detention facility, landscape, sidewalk, water quality, CEF lots and amenity center lots on 959.39 Acres – Pearce Lane – No fiscal is required with this Preliminary Plan – Water and Wastewater provided by the City of Austin – City of Austin 2-5 mile ETJ).**

C. Approved by:

Margaret J. Gómez, Esq.  
Commissioner Margaret Gómez, Precinct 4

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

Joe Arriaga: 854-7562  
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

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 MAR 16 PM 12:52

County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

### MEMORANDUM

March 5, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: Sun Chase, Phase II - Preliminary Plan, Precinct 4

#### *PROPOSED MOTION:*

**Consider and take appropriate action on:**

- A. Sun Chase Phase II, Preliminary Plan in Precinct 4 (1441 Total Lots – 1367 residential lots, includes standard and small lots, 8 commercial lots, 1 school lot, 13 multi-family and townhome/other lots, 52 open space/detention facility, landscape, sidewalk, water quality, CEF lots and amenity center lots on 959.39 Acres – Pearce Lane – No fiscal is required with this Preliminary Plan – Water and Wastewater provided by the City of Austin – City of Austin 2-5 mile ETJ).**

#### ***SUMMARY AND STAFF RECOMMENDATION:***

This preliminary plan subdivision consists of 1441 total lots (1367 residential lots, includes standard and small lots, 8 commercial lots, 1 school lot, 13 multi-family and townhome/other lots, 52 open space/detention facility, landscape, sidewalk, water quality, CEF lots and amenity center lots). Fiscal is not required with this preliminary plan. There are 86,219 linear feet of public streets being proposed with this development. Parkland dedication is not required with the preliminary plan but will be required to be satisfied with the final plats.

A phasing agreement (see attached) was approved by Commissioner's Court on 10/20/09 with Sun Chase, Phase 1. The agreement included all three sections (Sun Chase South, Sun Chase I and Sun Chase II) of the proposed Sun Chase Development. In addition, the applicant was required to send the non-residential notice (see attached) because of the proposed commercial tracts.



## **Drainage**

Drainage for the Sun Chase development will be conveyed via a series of both open drainage easements and open spaces and will be conveyed through a series of enclosed storm sewer lines built with the subdivision improvements. The applicant was required to file a Conditional Letter of Map Revision, CLMOR with the US Corps of Engineers to reclaim some the area located within the FEMA 100-year floodplain for development. An application was filed and received by the Corps of Engineers. The application was deemed complete which is only required with the preliminary plan by the Corp of Engineers. Onsite detention and water quality ponds will be constructed mitigating the affects of the development. The natural drainage courses will be defined by drainage easements and will convey drainage through the development from abutting properties.

## **Traffic Impact Analysis (TIA)**

The applicant submitted a TIA, traffic study for the proposed development to ascertain the traffic impacts to the existing and surrounding roadways. This analysis was reviewed by staff and as a result the applicant has agreed to do the following as per the Phasing Agreement:

- 1) Extend a four lane minor arterial named Sun Chase Parkway (referred to as Arterial C/Four Daughters Road in the 2030 CAMPO Plan) through the Property as shown on the Preliminary Plans of Sun Chase South and Sun Chase Phase 1 to accommodate the traffic that will be generated by development in the area, including the development of the Property (the "Sun Chase Parkway Extension"); and to improve the existing two lane minor arterials, Pearce Lane and Wolf Lane, to four lane major arterials divided (the "Pearce Lane and Wolf Lane Boundary Street Improvements"); at intersections of internal roadways with Pearce Lane and Wolf Lane.
- 2) Developer will be responsible for intersection improvements which include a dedicated left turn lane, right turn deceleration lane; right turn acceleration lane and roadway widening as needed to accommodate this construction.
- 3) In the event that the Sun Chase Parkway intersection with Pearce Lane is constructed subsequent to Pearce Lane being upgraded from a two lane arterial, dual left turn lanes will be included at both approaches on Pearce Lane." The Developer will dedicate, at no cost to the County, (i) the full right-of-way required for the Sun Chase Parkway Extension, not to exceed 86 feet in width, at the location and as shown on the Preliminary Plans, and (ii) one-half (1/2) of the required right-of-way for the Pearce Lane and Wolf Lane Boundary Street Improvements, not to exceed 114 feet in width, for that portion of the Pearce Lane and Wolf Lane Boundary Street Improvements that abut the Property, at the locations and as generally shown on the Preliminary Plans.

- 4) The portions of the rights-of-way for the Sun Chase Parkway Extension and the Pearce Lane and Wolf Lane Boundary Street Improvements included within the final subdivision plat for each Phase of the Property will be required to be dedicated by plat as a condition to the approval of the final subdivision plat of that Phase. Each dedication will be subject to the Developer's right to install utilities within the dedicated right of way, which right is expressly reserved by the Developer.
- 5) The Developer will be required to post fiscal security, in accordance with Section 30-1-132 of Chapter 30, for that portion of the cost of constructing any portion of the one-half (1/2) of the Sun Chase Parkway Extension and any Intersection Improvements located within the portion of the Property included in each Phase ("Fiscal Security") as a condition of and prior to recordation of the final plat for that Phase.
- 6) If a recorded final plat for any Phase is vacated or cancelled such that the land within that Phase is returned to an unplatted condition, the County will return the Fiscal Security posted with such vacated or cancelled plat(s) to the Developer.
- 7) In consideration for the Developer's agreement to construct one-half (1/2) of the Sun Chase Parkway Extension and the Intersection Improvements and to dedicate right-of-way for the Sun Chase Parkway Extension and the Pearce Lane and Wolf Lane Boundary Improvements, the County agrees that the Developer will not be obligated to make any other improvements to or upgrades of the Sun Chase Parkway Extension, Pearce Lane or Wolf Lane.

#### **Environmental (Review done by the City of Austin Staff)**

There are 4 Critical Environmental Features identified and protected though out the proposed development. All stock ponds/wetlands classified as Critical Environmental Features (CEFs) are being protected and set aside as open space lots on plan identified as separate lots to be owned and protected by the homeowners association.

#### **FIRE**

The preliminary plan was forwarded to the Travis County Fire Marshal's office for review. They have reviewed this application and they have signed-off on the overall layout of the development and the applicant has complied with all fire related regulations.

### **Schools (Del Valle Independent School District)**

The Del Valle Independent School District was sent distribution and was part of the review of this development application.

The school district did not offer any comments or identified any issues associate with this planned development.

Nearest: 2.7 miles to the west – Elementary and Middle Schools  
3.0 mile to the north - Del Valle School Administration Building

### **ISSUES:**

The subject property is located in the county and within the City of Austin 2 and 5 Mile ETJs. There are no zoning laws in the county; therefore, both the city and county cannot mandate, suggest or regulate land uses in this area. There are no neighborhood plans planned or proposed. Public transportation is not available in the ETJ. As part of the review process a copy of all final plats and preliminary plans are distributed to all surrounding school districts. Even though the applicant is proposing a school site, the staff was not contacted by the local school district or offered any comments regarding any issues on the proposed development.

### ***ISSUES AND OPPORTUNITIES:***

Staff has been contacted by an adjacent property to the north of the development. The property owner wanted to know what types of uses were being proposed for the north side of the development and adjacent to their property. In addition, the owner wanted to know about deed restrictions on the development. The owner has met with the developer's agent and to my knowledge they satisfied their concerns. The adjacent property owner has not contacted Staff after the city commission meeting.

### ***BUDGETARY AND FISCAL IMPACT:***

None.

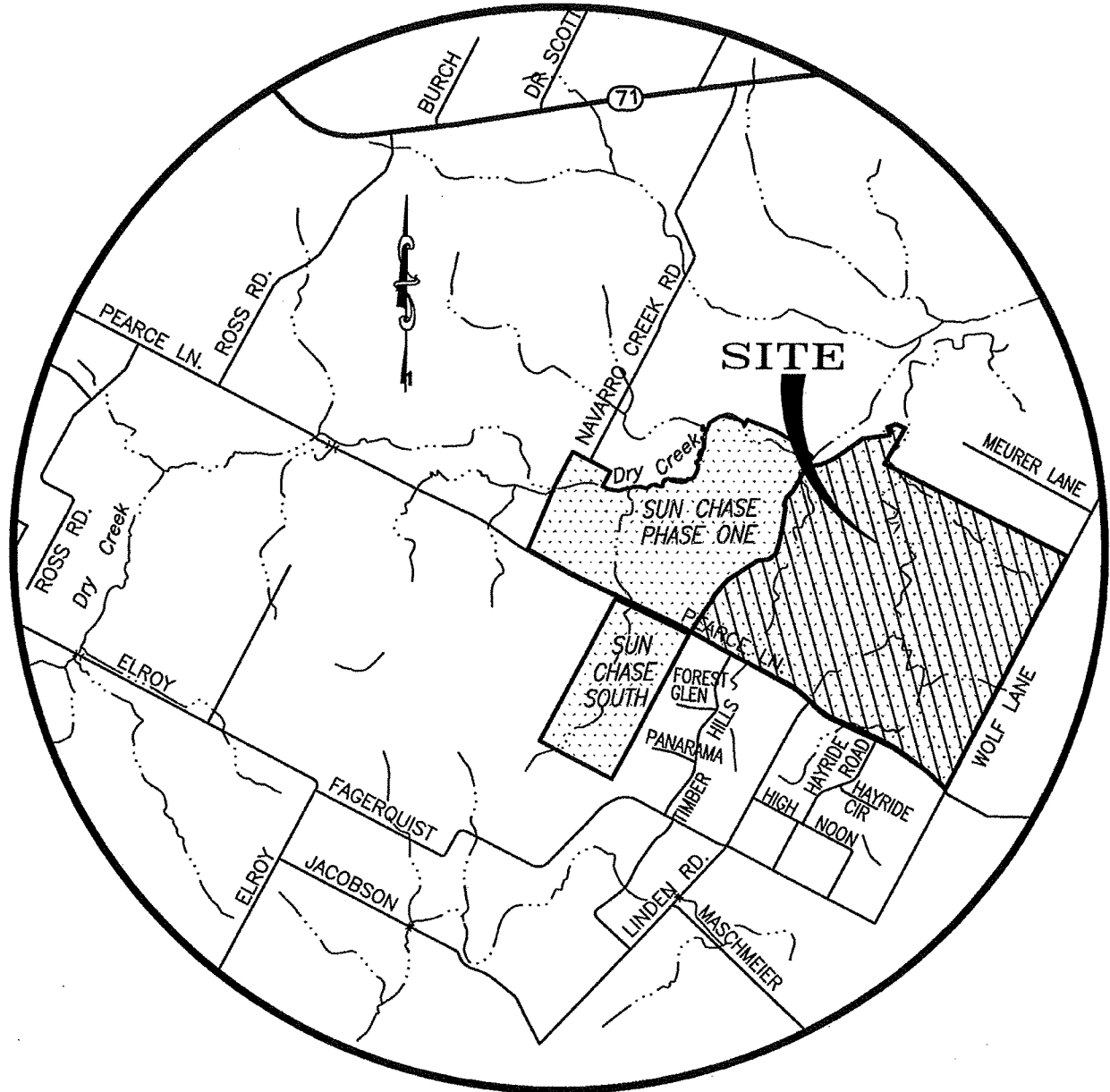
### ***REQUIRED AUTHORIZATIONS:***

None.

### ***EXHIBITS:***

Location map, Precinct map, Proposed plan, Notice and Phasing Agreement

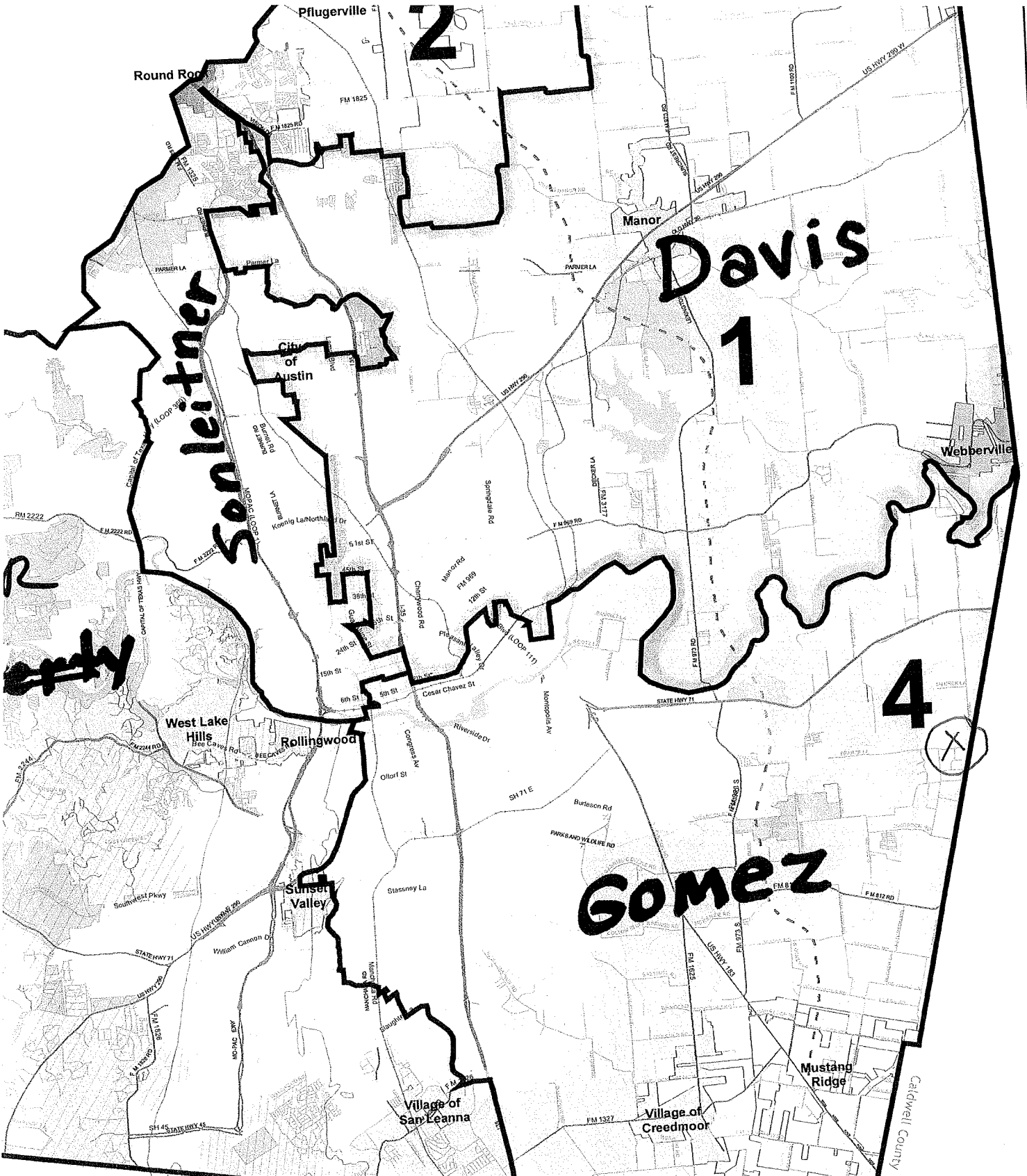
AMB: jla  
032010



## LOCATION MAP

SCALE: 1" = 4000'

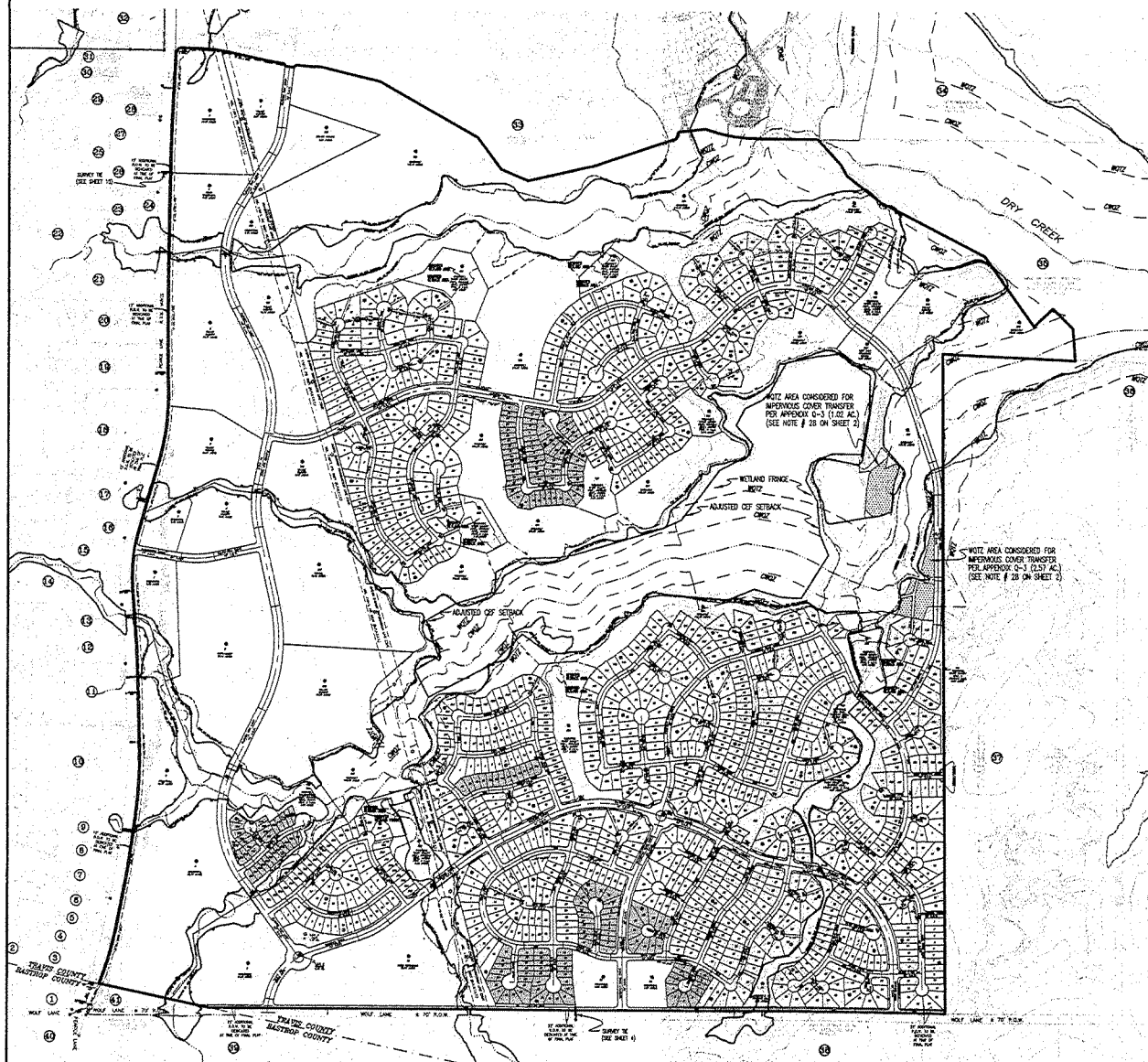
Precinct # 4  
GOMEZ



## SUN CHASE PHASE TWO

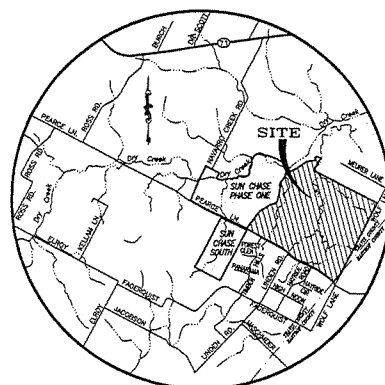
### A SMALL LOT SUBDIVISION

SCALE: 1"=400'



### LEGEND

- L.S.E. LANDSCAPE EASEMENT  
 W.W.E. WASTEWATER EASEMENT  
 P.U.E. PUBLIC UTILITY EASEMENT  
 W.Q.E. WATER QUALITY EASEMENT  
 S.W.E. SIDEWALK EASEMENT  
 D.E. DRAINAGE EASEMENT  
 B. BUILDING LINE SETBACK  
 17 LOT NUMBER  
 ④ BLOCK NUMBER  
 --- EASEMENT LINE  
 ..... SIDEWALK LOCATION  
 CRITICAL WATER QUALITY Z. CRITICAL WATER QUALITY Z.  
 WQZ WATER QUALITY TRANSITION  
 FEMA 100 YEAR FLOODPLAIN  
 DEVELOPED 100 YEAR FLO. OVERSEEN CENTRALINE  
 - ELECTRIC TOWER  
 - MB CLOSET MAIL BOX LOCATION  
 ③ ADJACENT PROPERTY OWNER INFORMATION (SEE SHEET)



LOCATION MAP

SCALE: 1" = 4000'

LAND USE TABLE			
LAND USE (LOT NO. & BLOCK)	ACREAGE	BUILDING DEFINITION	MAXIMUM NO. OF UNITS/ACR.
COMMERCIAL LOTS 2 & 7 BLOCK "A"; 192 BLOCK "C"; 80 BLOCK "D"; 73 BLOCK "Y"	71.82 ACRES	GENERAL RETAIL	
VILLAGE CLUSTER 1, 4, 5 & 6 BLOCK "A"; 157 & 181 BLOCK "C"; 320 & 322 BLOCK "Y"	85.89 ACRES	CONDOMINIUM	24 UNITS PER ACRE
VILLAGE CASTLES 182 BLOCK "Y"	5.91 ACRES	CONDOMINIUM	24 UNITS PER ACRE
WIND RESORTS 3 BLOCK "A"; 51 BLOCK "D"	27.24 ACRES	CONDOMINIUM	24 UNITS PER ACRE
MULTI-FAMILY 2 BLOCK "E"	23.11 ACRES	APARTMENTS	24 UNITS PER ACRE
SCHOOL 321 BLOCK "Y"	18.92 ACRES	SCHOOL	
LAKE CLUB & COMMUNITY CENTER 303 BLOCK "Y"	1.40 ACRES	COMMUNITY	

DATE: JULY 15, 2009  
TOTAL ACREAGE: 959.39 ACRES  
SURVEY: JOSE ANTONIO NAVARRO GRANT  
ABSTRACT NO. 18

OWNER: QUALICO CR, LP  
ATTN: VERA D. MASSARO  
7940 SHOAL CREEK BLVD., SUITE 201  
AUSTIN, TEXAS 78757  
PHONE: (512) 371-8937  
FAX: (512) 371-5728

OWNER: FOUR SPECIAL DAUGHTERS, L.P.  
3617 WINDSOR ROAD  
AUSTIN, TEXAS 78703

ENGINEER AND SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DR.  
AUSTIN, TEXAS 78749  
PHONE: (512) 280-5160  
FAX: (512) 280-5165

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	26.00'	38.99'	24.72'	35.15'	N18°00'56"W	82°22'30"
C2	957.00'	190.54'	20.54'	190.28'	N34°54'50"E	102°45'30"
C3	1943.00'	100.36'	50.12'	100.32'	N05°43'33"E	8°54'30"
C4	20.00'	31.42'	10.00'	28.28'	N78°58'19"E	92°02'30"
C5	20.00'	31.42'	20.00'	28.28'	N11°01'50"W	90°02'30"
C6	1143.00'	157.95'	28.54'	152.72'	N22°02'00"E	102°02'30"

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	S59°12'E 12.00
L2	181.57	N40°40'33"E 181.57
L3	151.13	N41°15'13"E 151.13
L4	70.30	N42°00'00"E 70.30
L5	25.37	N43°58'10"E 25.37
L6	56.07	N45°00'00"E 56.07
L7	56.10	N45°00'00"E 56.10
L8	151.41	N45°10'27"E 151.41
L9	33.40	N45°19'19"E 33.40
L10	27.78	N45°20'00"E 27.78
L11	27.84	N45°20'00"E 27.84
L12	200.00	N116°00'00"E 200.00
L13	216.28	N71°42'17"E 216.28
L14	31.30	N72°00'00"E 31.30
L15	309.72	N72°00'00"E 309.72
L16	282.34	N72°26'46"E 282.34
L17	341.84	N72°56'22"E 341.84
L18	341.84	N72°56'22"E 341.84
L19	309.70	N72°56'22"E 309.70
L20	195.47	N72°56'22"E 195.47
L21	153.88	N72°56'22"E 153.88
L22	181.15	N73°00'00"E 181.15
L23	181.15	N73°00'00"E 181.15
L24	45.43	S84°01'21"E 45.43
L25	136.45	S84°01'21"E 136.45
L26	166.74	S84°01'21"E 166.74
L27	166.74	S84°01'21"E 166.74
L28	166.74	S84°01'21"E 166.74
L29	166.74	S84°01'21"E 166.74
L30	167.08	N83°45'16"E 167.08
L31	183.67	N83°45'16"E 183.67
L32	183.67	N83°45'16"E 183.67
L33	119.81	N84°00'00"E 119.81
L34	138.08	S14°00'00"E 138.08
L35	350.04	S15°29'24"E 350.04
L36		

FLOOD PLAIN NOTE

THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. A 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) NUMBER 48453C06404, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 28, 2008, COMMUNITY NUMBER 481026.

### ENGINEERS' CERTIFICATION

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HERewith, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF AUSTIN CODES AND ORDINANCES AND TRAVIS COUNTY.


WITNESS MY HAND THIS 22<sup>nd</sup> DAY OF JANUARY, 2010.

Brett R. Pasquarella  
BRETT R. PASQUARELLA P.E. NO. 84769

COA FILE# C8J-08-0239

STATE OF TEXAS  
BRETT R. PASQUARELLA  
84708  
LICENSED  
MECHANICAL ENGINEER  
CARLSON, BRIDGANCE & COOPER, INC.  
DALLAS, TEXAS

JOB NAME <b>SUN CHASE PHASE TWO</b>	SHEET <b>42992</b>	PRELIMINARY PLAN 400 SCALE	
		PROJECT <b>PRELIMINARY PLAN - A SMALL LOT SUBDIVISION</b>	DATE <b>JULY 2009</b>
JOB NUMBER <b>42992</b>		DESIGNED BY: <b>BSP</b>	CHECKED BY: <b>JL</b>

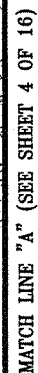

 Carlson, Bragance & Dorring, Inc.  
 Civil Engineering & Surveying  
 1501 West 10th Street, Suite 100  
 Tulsa, OK 74103  
 Phone: (918) 242-1312 Fax: (918) 242-1316

### A SMALL LOT SUBDIVISION

[illegible]

2 of 19

STATE OF TEXAS  
BRETT R. PASQUARELLA  
84768  
CARLSON, BRIGANCE & BOYD, INC.  
Elk 73799



PRELIMINARY PLAN 100 SCALE (SHT. 3 OF 16)

SUN CHASE PHASE TWO  
PRELIMINARY PLAN - A SMALL LOT SUBDIVISION

JOB NAME	PROJECT
JOB NUMBER	4392

SHEET  
3 OF 19

Carlson, Brigrance & Doering, Inc.



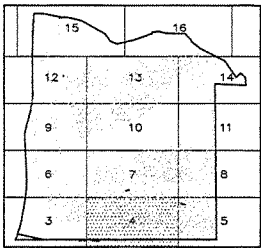
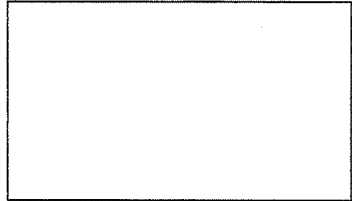
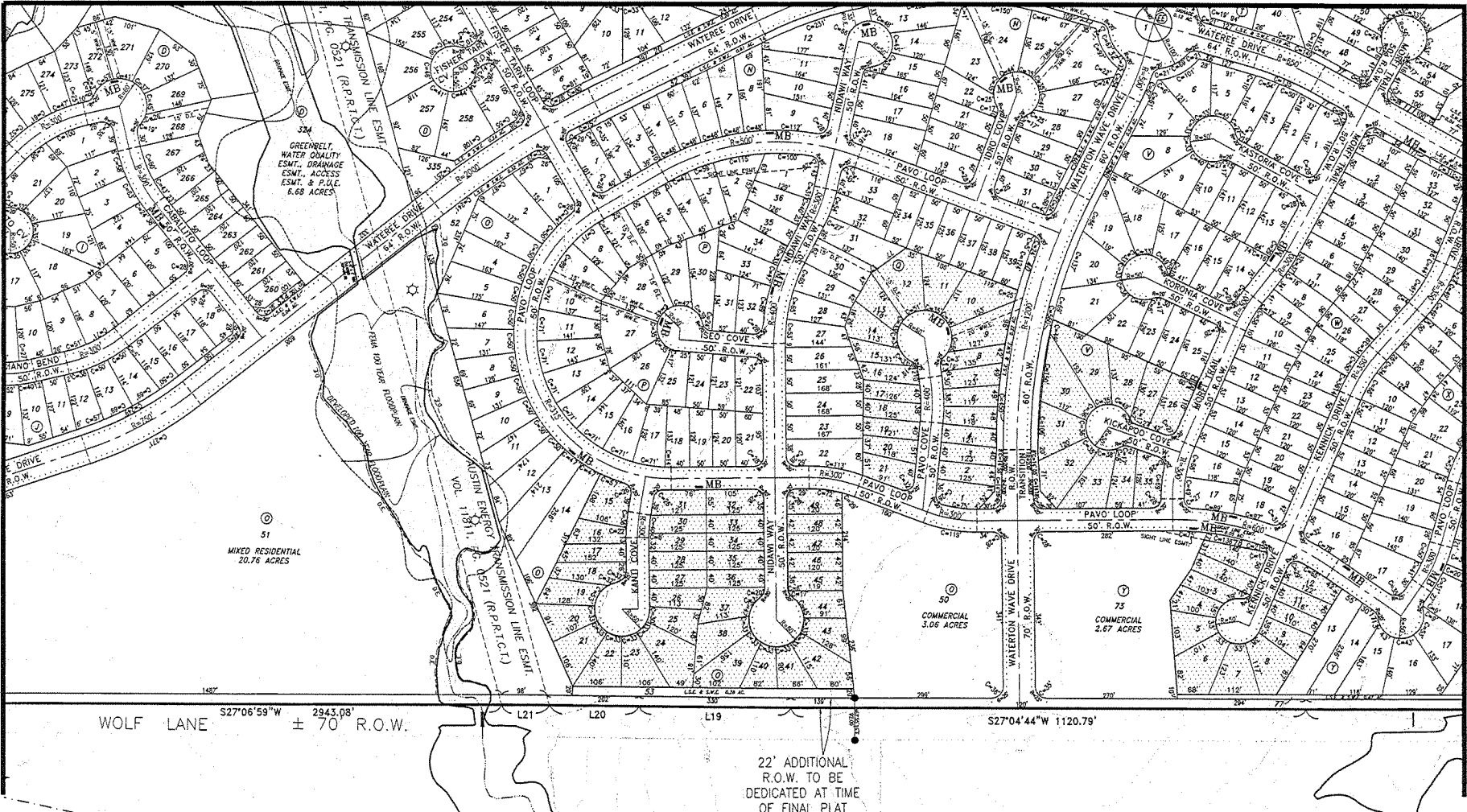
COA FILE# C8J-08-0239



MATCH LINE "A" (SEE SHEET 3 OF 16)

MATCH LINE "C" (SEE SHEET 7 OF 16)

MATCH LINE "B" (SEE SHEET 5 OF 16)



SCALE: 1"=100'

- LEGEND**
- L.E. LANDSCAPE EASEMENT
  - W.W.E. WASTEWATER EASEMENT
  - P.U.E. PUBLIC UTILITY EASEMENT
  - W.Q.E. WATER QUALITY EASEMENT
  - S.W.E. SIDEWALK EASEMENT
  - D.E. DRAINAGE EASEMENT
  - B.L.S. BUILDING LINE SETBACK
  - B. BLOCK NUMBER
  - ④ SMALL LOT AREA
  - EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - CREEK CENTERLINE
  - ELECTRIC TOWER
  - MB CLUSTER MAIL BOX LOCATION



COA FILE# C8J-08-0239

Calson, Irigoin & Doring, Inc.  
Professional Engineer  
License No. 45584  
State of Texas

SHEET  
1 OF 19

PROJECT  
SUN CHASE PHASE TWO  
PRELIMINARY PLAN - A SMALL LOT SUBDIVISION

DESIGNED BY  
EBP

DRAWN BY  
JSL

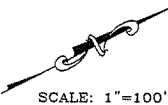
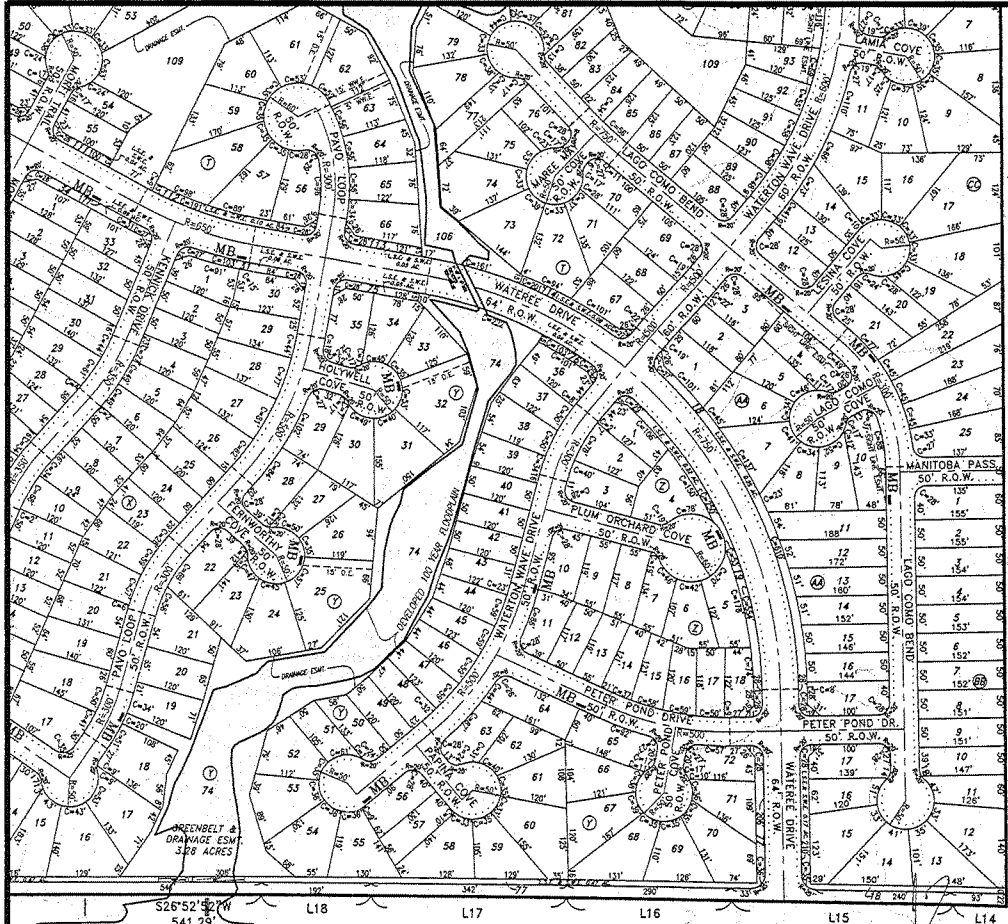
DATE  
JULY 2009

COA FILE#  
C8J-08-0239

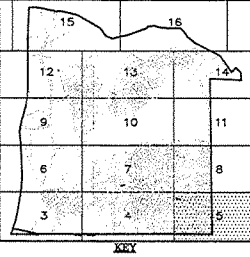
SHEET  
4 OF 16

MATCH LINE "C" (SEE SHEET 8 OF 16)

MATCH LINE "B" (SEE SHEET 4 OF 16)



- LEGEND**
- LSE LANDSCAPE EASEMENT
  - WLE WASTEWATER EASEMENT
  - PUE PUBLIC UTILITY EASEMENT
  - WQE WATER QUALITY EASEMENT
  - SWE SIDEWALK EASEMENT
  - DEE DRAINAGE EASEMENT
  - BL BUILDING LINE SETBACK
  - 17 LOT NUMBER
  - ④ BLOCK NUMBER
  - EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - CHECK CENTERLINE
  - o ELECTRIC TOWER
  - MB CLUSTER MAIL BOX LOCATION
  - SMALL LOT AREA



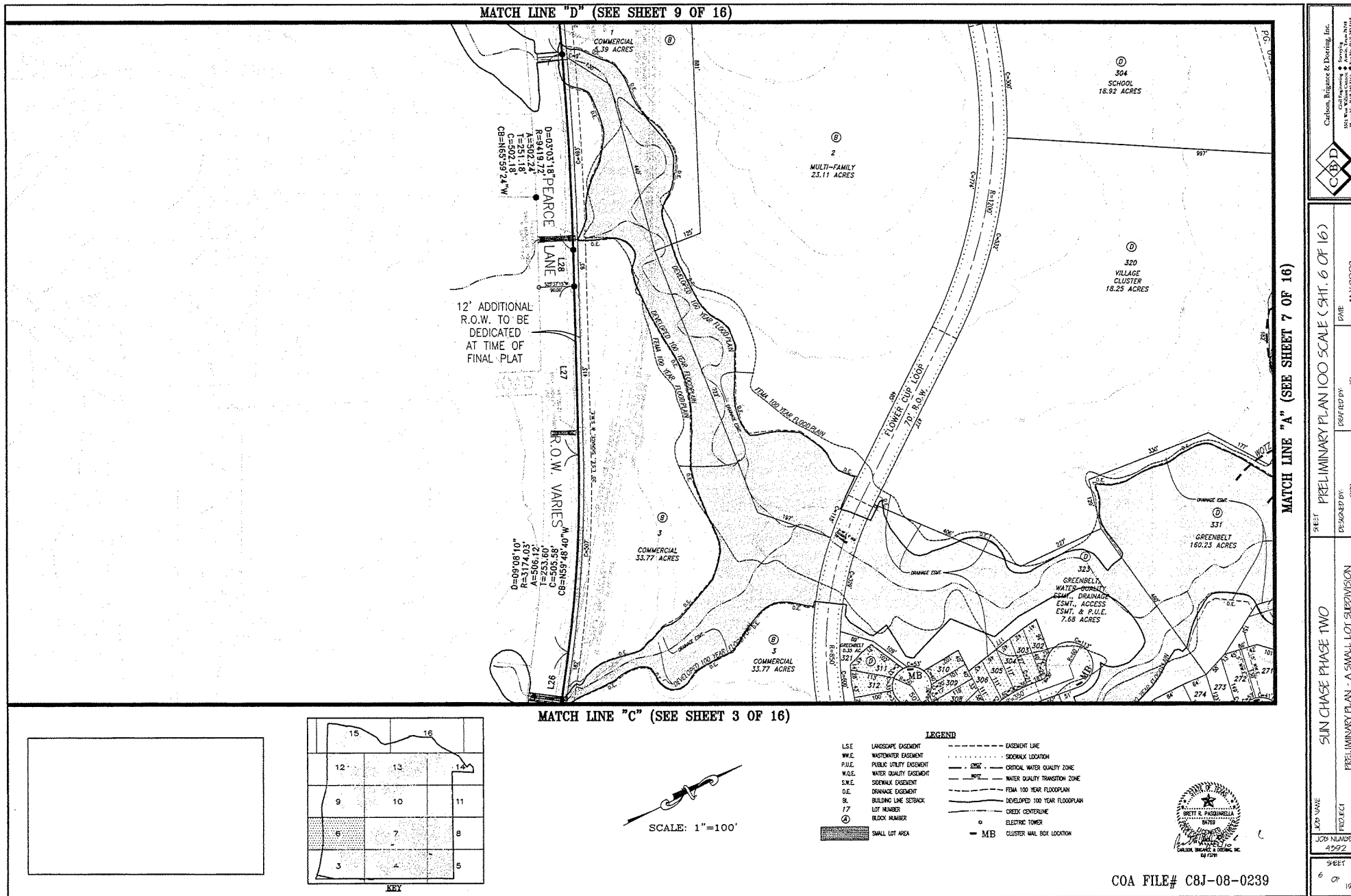
WOLF LANE ± 70' R.O.W.

22' ADDITIONAL  
R.O.W. TO BE  
DEDICATED  
AT TIME OF  
FINAL PLAT

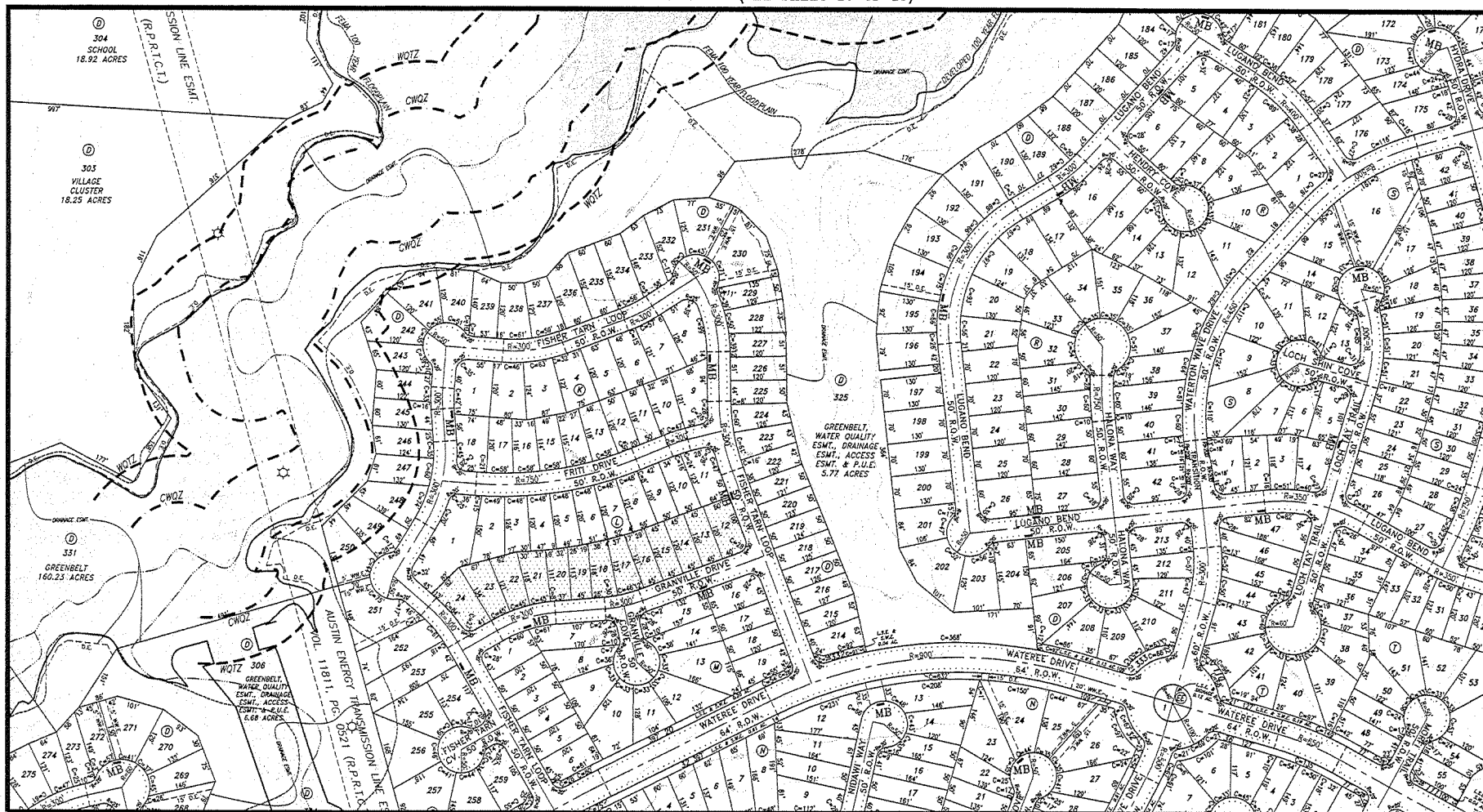


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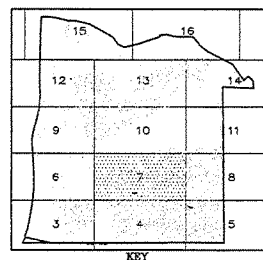
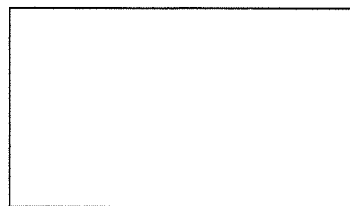
CARLEN, BRIGGS & DORING, INC. Civil Engineering • Surveying 355 West 19th Street, Suite 200 P.O. Box 1018, Dallas, TX 75210	
<b>CBD</b>	
PRELIMINARY PLAN 100 SCALE (SHT. 5 OF 16)	
DATE	JULY 2009
DESIGNED BY	DBT
DRAWN BY	JPL
CHECKED BY	
PROJECT	SUN CHASE PHASE TWO PRELIMINARY PLAN - A SMALL LOT SUBDIVISION
JOB NUMBER	4592
SHEET	5 OF 19



MATCH LINE "B" (SEE SHEET 8 OF 16)



MATCH LINE "C" (SEE SHEET 4 OF 16)



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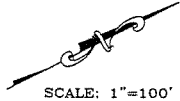
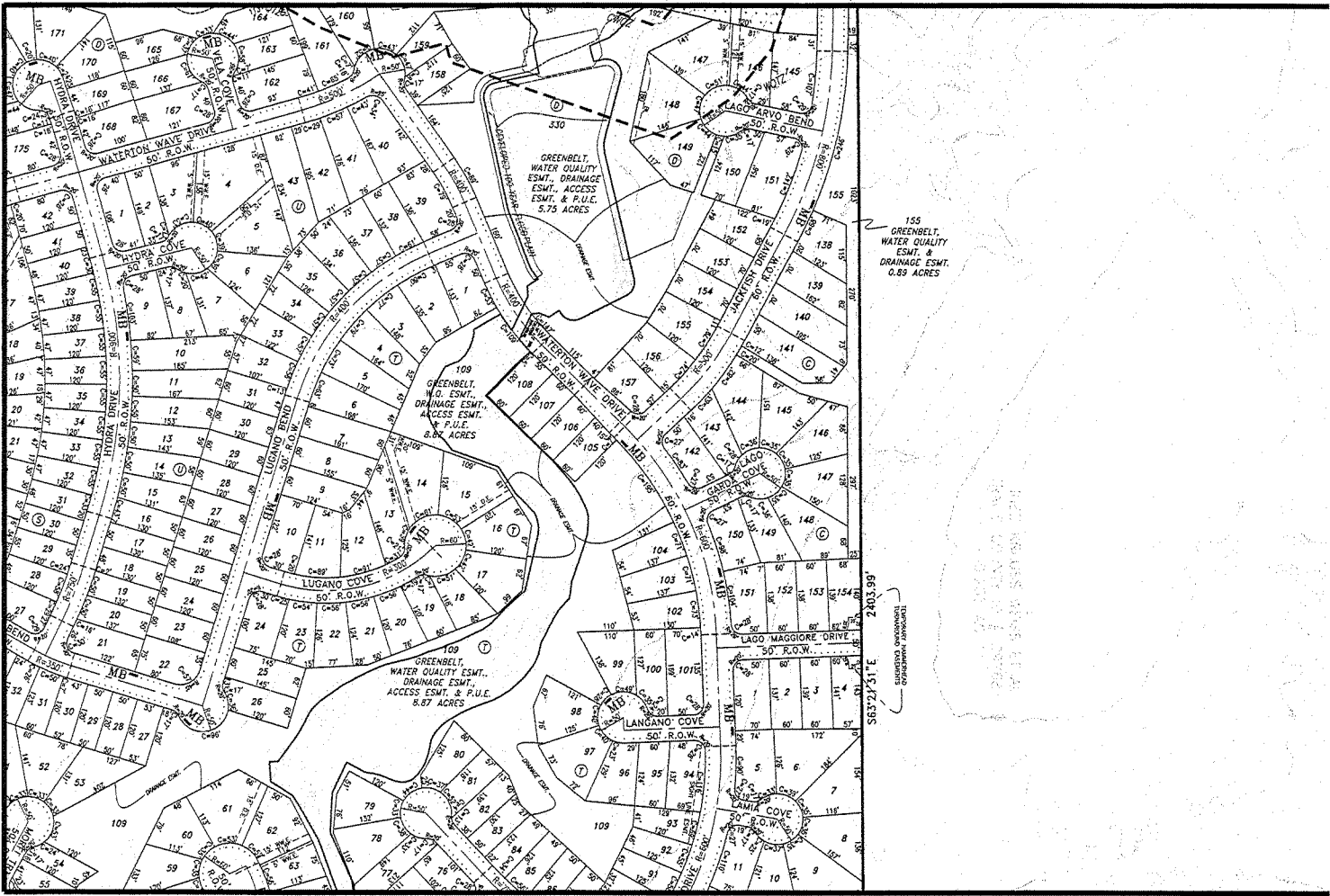
- ### LEGEND
- |        |                         |       |                               |
|--------|-------------------------|-------|-------------------------------|
| L.S.E. | LANDSCAPE EASEMENT      | ----- | EASEMENT LINE                 |
| W.W.E. | WATERMETER EASEMENT     | ----- | SIDEMARK LOCATION             |
| P.U.E. | PUBLIC UTILITY EASEMENT | ----- |                               |
| W.E.   | WATER UTILITY EASEMENT  | ----- | CRITICAL WATER QUALITY ZONE   |
| C.E.   | CREEK EASEMENT          | ----- | WATER QUALITY TRANSPORT ZONE  |
| D.E.   | DRAINAGE EASEMENT       | ----- | FEMA 100 YEAR FLOODPLAIN      |
| B.L.   | BUILDING LINE SETBACK   | ----- | DEVELOPED 100 YEAR FLOODPLAIN |
| 17     | LOT NUMBER              | ----- | CREEK CONTINGENT              |
| ②      | BLOCK NUMBER            | ----- | ELECTRIC TOWER                |
|        | SMALL LOT AREA          | ○     | CLUSTER MAIL BOX LOCATION     |
- MB



COA FILE# C8J-08-0239

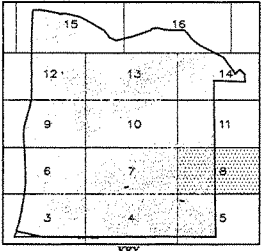
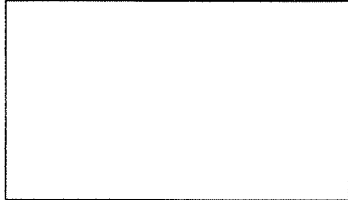
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MATCH LINE "B" (SEE SHEET 7 OF 16)



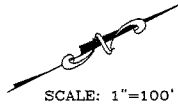
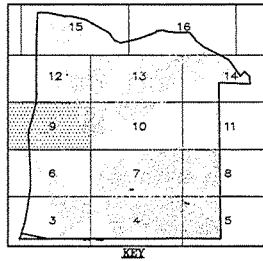
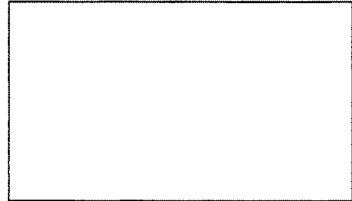
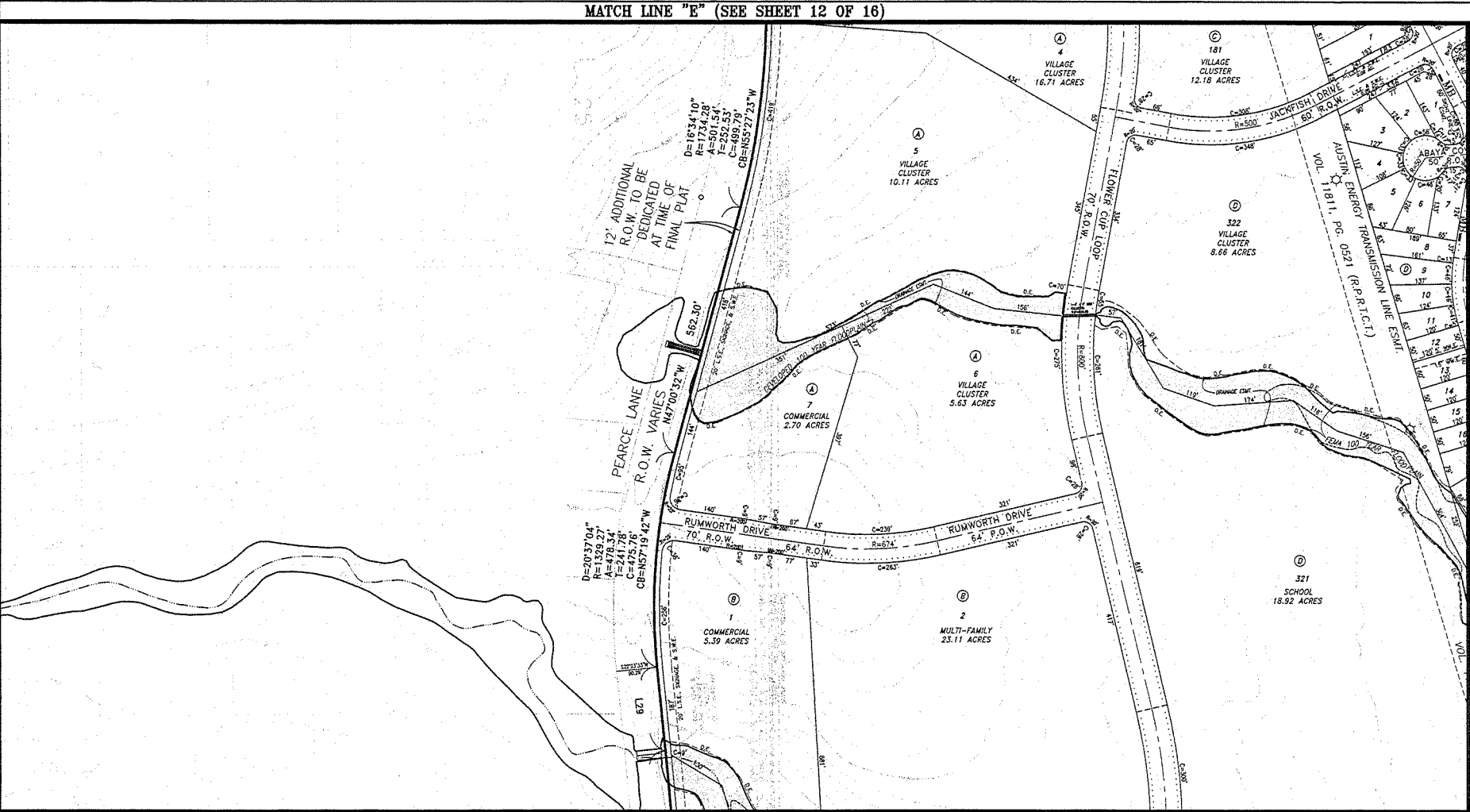
- LEGEND**
- L.S.E. LANDSCAPE EASEMENT
  - W.Q.E. WATER QUALITY EASEMENT
  - P.U.E. PUBLIC UTILITY EASEMENT
  - W.Q.E. WATER QUALITY EASEMENT
  - S.W.E. SIDEWALK EASEMENT
  - D.E. DRAINAGE EASEMENT
  - BL. BUILDING LINE SETBACK
  - 17. LOT NUMBER
  - ②. BLOCK NUMBER
  - - - EASEMENT LINE
  - - - SIDEWALK LOCATION
  - - - CRITICAL WATER QUALITY ZONE
  - - - WATER QUALITY TRANSITION ZONE
  - - - FEMA 100 YEAR FLOODPLAIN
  - - - DEVELOPED 100 YEAR FLOODPLAIN
  - - - CROWN CENTERLINE
  - - - ELECTRIC TOWER
  - - - CLUSTER MAIL BOX LOCATION
  - - - SMALL LOT AREA

MATCH LINE "C" (SEE SHEET 5 OF 16)



COA FILE# C8J-08-0239

SHEET 8 OF 19	PROJECT PRELIMINARY PLAN	DESIGNED BY DGP	DRAWN BY JJA	DATE JULY 2009	CALSON, ENGINEERS & DESIGN, INC. Civil Engineering 103 West 91st Street Chicago, IL 60620 Phone No. 312.461.8880 • Fax No. 312.461.8880



SCALE: 1"=100'

- LEGEND**
- EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - CREEK CENTERLINE
  - o ELECTRIC TOWER
  - MB CLUSTER MAIL BOX LOCATION
- LSE LANDSCAPE EASEMENT  
WWE WASTEWATER EASEMENT  
PUE PUBLIC UTILITY EASEMENT  
WQE WATER QUALITY EASEMENT  
SWE SIDEWALK EASEMENT  
DWE DRAINAGE EASEMENT  
BLE BUILDING LINE SETBACK  
L# LOT NUMBER  
B# BLOCK NUMBER  
② SMALL LOT AREA



COA FILE# C8J-08-0239

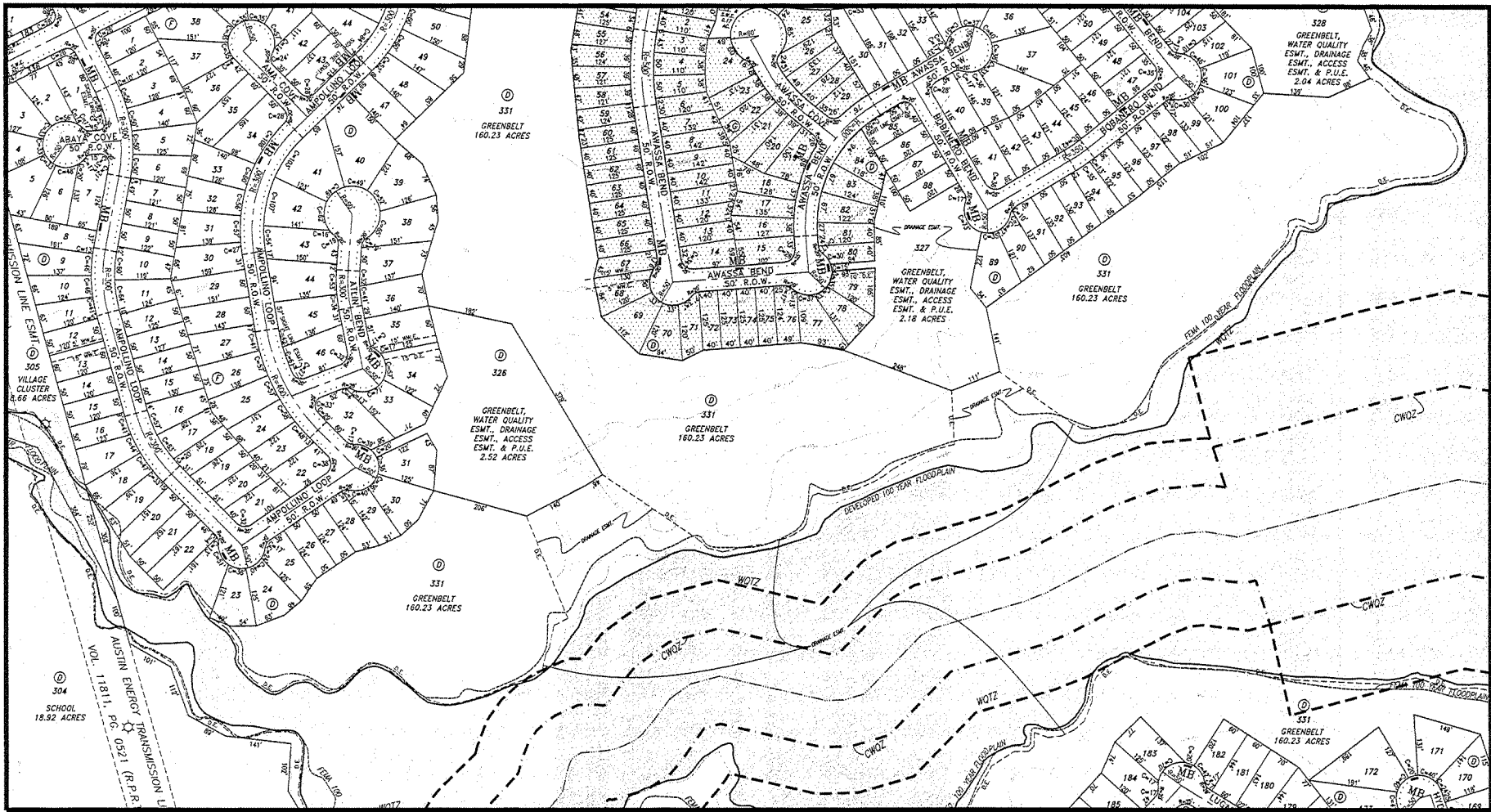
MATCH LINE "A" (SEE SHEET 10 OF 16)

SHEET	PRELIMINARY PLAN 100 SCALE (SHT. 9 OF 16)		DATE	JULY 2009
	DESIGNED BY	DRAWN BY		
PROJECT	SUN CHASE PHASE TWO		DESIGNED BY	DRP
PROJECT	PRELIMINARY PLAN		DESIGNED BY	JSL
SHEET	9 OF 19		DESIGNED BY	JSL

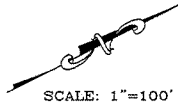
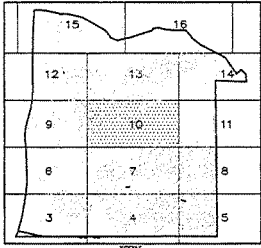
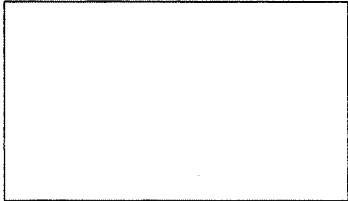
Carlisle, Briggance & Downing, Inc.  
Civil Engineering • Surveying • Planning  
301 W. 10th Street, Suite 200  
Des Moines, IA 50319-1000  
Phone No. 515.281.2000 • Fax No. 515.281.2000

MATCH LINE "A" (SEE SHEET 9 OF 16)

MATCH LINE "E" (SEE SHEET 13 OF 16)



MATCH LINE "D" (SEE SHEET 7 OF 16)



- LEGEND**
- LSE LANDSCAPE EASEMENT
  - WQE WASTEWATER EASEMENT
  - PUE PUBLIC UTILITY EASEMENT
  - WQE WATER QUALITY EASEMENT
  - SWE SIDEWALK EASEMENT
  - DE DRAINAGE EASEMENT
  - BL BUILDING LINE SETBACK
  - 17 LOT NUMBER
  - 17 BLOCK NUMBER
  - SMALL LOT AREA
  - EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FISH 100 FISH PASSAGE
  - DEVELOPED 100 YEAR FLOODPLAIN
  - CREEK CENTERLINE
  - o ELECTRIC TOWER
  - MB CLUSTER MAIL BOX LOCATION



COA FILE# C8J-08-0239

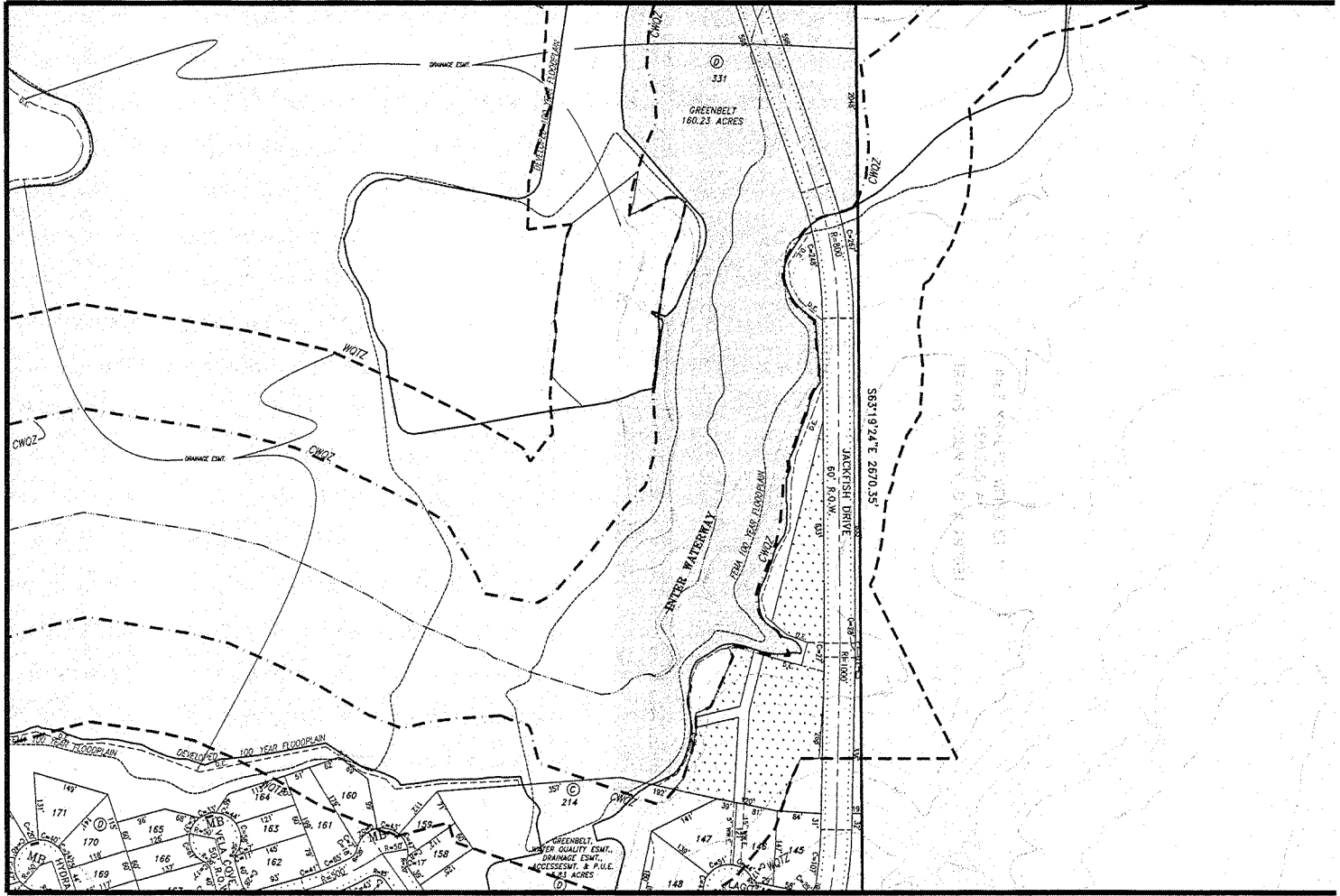
MATCH LINE "B" (SEE SHEET 11 OF 16)

SUN CHASE PHASE TWO	PROJECT	PRELIMINARY PLAN	DATE	JULY 2009
	DESIGNED BY	DRP	DRAWN BY	JSL
COA FILE# C8J-08-0239	PROJECT	PRELIMINARY PLAN	DATE	JULY 2009
10	SHEET	19		

Carlson, Bragdon & Doring, Inc.  
Civil Engineering  
1000 N. Loop West, Suite 100  
Houston, Texas 77008  
Phone: 713.865.1000  
Fax: 713.865.1001  
www.carlsonbragdon.com

MATCH LINE "B" (SEE SHEET 14 OF 16)

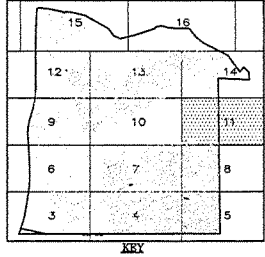
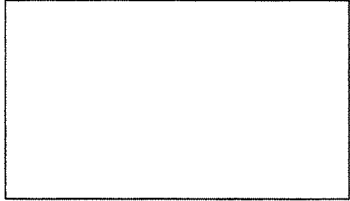
MATCH LINE "B" (SEE SHEET 10 OF 16)



MATCH LINE "D" (SEE SHEET 8 OF 16)


SCALE: 1"=100'

- LEGEND**
- LSE LANDSCAPE EASEMENT
  - WQE WATER QUALITY EASEMENT
  - PUE PUBLIC UTILITY EASEMENT
  - WQE WATER QUALITY EASEMENT
  - SWE SIDEWALK EASEMENT
  - DQE DRAINAGE EASEMENT
  - BL BUILDING LINE SETBACK
  - 17 LOT NUMBER
  - 17 BLOCK NUMBER
  - EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - CREEK CENTERLINE
  - o ELECTRIC TOWER
  - MB CLUSTER MAIL BOX LOCATION
  - SMALL LOT AREA



COA FILE# C8J-08-0239

Calson, Bragare & Doring, Inc.  
Civil Engineers  
100 N. 1st St., Suite 100  
P.O. Box 100  
P.O. Box 100  
P.O. Box 100



PROJECT  
PRELIMINARY PLAN

PRELIMINARY PLAN 100 SCALE (SHT. II OF 16)

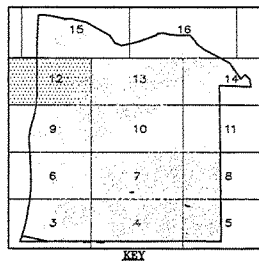
DATE  
JULY 2009

JOB NUMBER  
4592

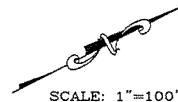
SHEET  
19



**MATCH LINE "F" (SEE SHEET 15 OF 16)**



MATCH LINE "E" (SEE SHEET 9 OF 16)



- |        |                         |       |                               |
|--------|-------------------------|-------|-------------------------------|
| L.S.E. | LANDSCAPE EASEMENT      | ----- | EASEMENT LINE                 |
| W.W.E. | WASTEWATER EASEMENT     | ----- | SEWERAGE LOCATION             |
| P.U.E. | PUBLIC UTILITY EASEMENT | ----- | OPTICAL WATER QUALITY ZONE    |
| W.Q.E. | WATER QUALITY EASEMENT  | ----- | WATER QUALITY TRANSITION ZONE |
| S.W.E. | SEWAGE EASEMENT         | ----- | FEMA 100 YEAR FLOODPLAIN      |
| D.E.   | DRAINAGE EASEMENT       | ----- | DEVELOPED 100 YEAR FLOODPLAIN |
| BL     | BUILDING LINE SETBACK   | == MB | CLOSETED MAIL BOX LOCATION    |
| 17     | LOT NUMBER              | o     | ELECTRIC TOWER                |
| ④      | BLOCK NUMBER            |       |                               |



COA FILE# C8J-08-0239

MATCH LINE "A" (SEE SHEET 13 OF 16)

## SUN CHASE PHASE TWO

PRELIMINARY PLAN 100 SCALE (SHT. 12 OF 16)

DESIGNED BY:

DRAFTED BY:

2008

**Carlson, Bringrave & Doering, Inc.**  
 Civil Engineering ♦ Surveying  
 5501 West Wilshire, Los Angeles, Texas 90048  
 Phone No. (310) 285-5160 ♦ Fax No. (310) 285-5161



DATE	JULY 2009
DRAFTED BY:	JL
DRP	

DESIGNED BY:

## ARY PLAN

DECT

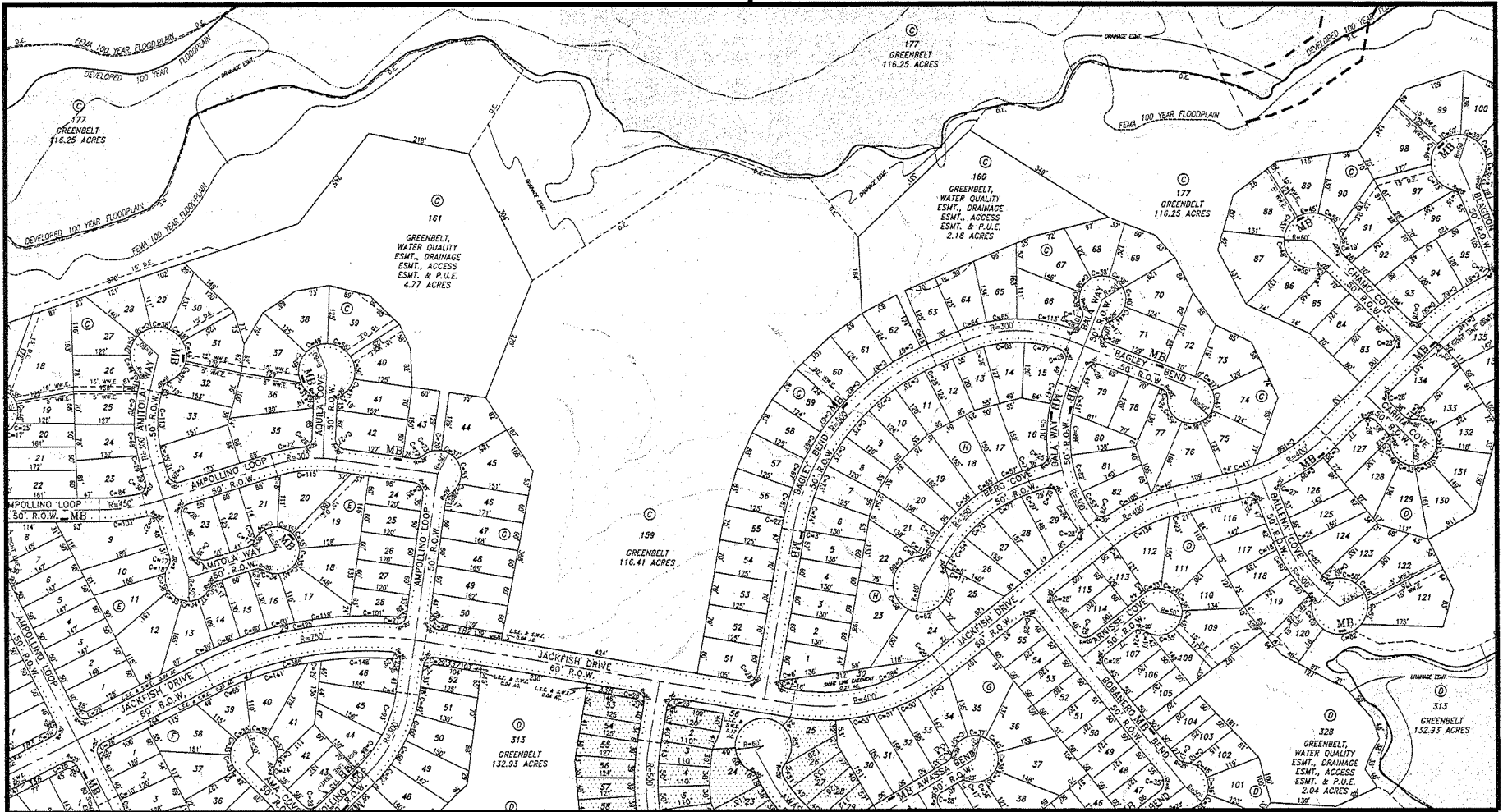
SHEET  
OF  
19

MATCH LINE "A" (SEE SHEET 12 OF 16)

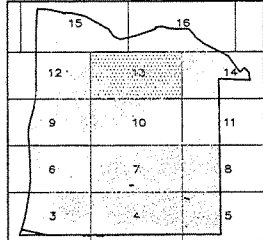
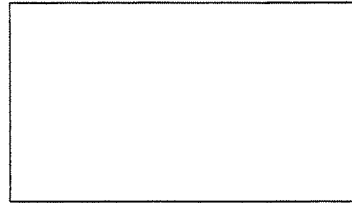
MATCH LINE "F" (SEE SHEET 15 OF 16)

MATCH LINE "F" (SEE SHEET 16 OF 16)

MATCH LINE "B" (SEE SHEET 14 OF 16)



MATCH LINE "E" (SEE SHEET 10 OF 16)



SCALE: 1"=100'

- LEGEND**
- L.S.E. LANDSCAPE EASEMENT
  - W.W.E. WASTEWATER EASEMENT
  - P.U.E. PUBLIC UTILITY EASEMENT
  - W.Q.E. WATER QUALITY EASEMENT
  - S.W.E. SEWERAGE EASEMENT
  - D.E. DRAINAGE EASEMENT
  - BL. BUILDING LINE SETBACK
  - 17. LOT NUMBER
  - ④. BLOCK NUMBER
  - EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - MB CLUSTER NAME, BOX LOCATION
  - ELECTRIC TOWER
  - SMALL LOT AREA



COA FILE# C8J-08-0239

Carlson, Engman & Doring, Inc.  
Civil Engineering  
100 West 119th Street  
P.O. Box 119  
P.O. Box 119  
P.O. Box 119

**COA**

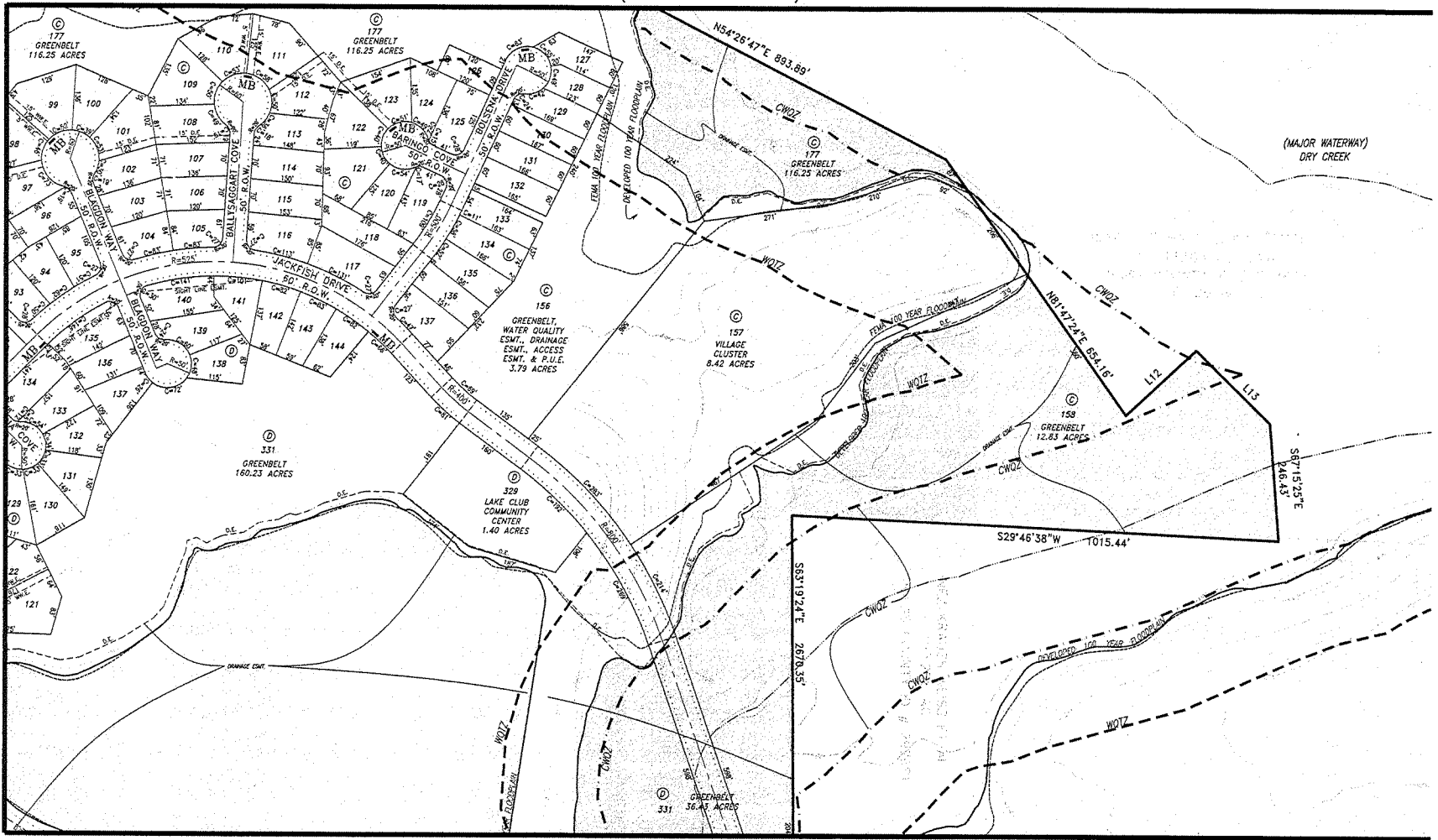
SHEET: PRELIMINARY PLAN 100 SCALE (SHT. 13 OF 16)  
DESIGNED BY: JEL  
DRAFTED BY: JEL  
DATE: JULY 2009

SUN CHASE PHASE TWO  
PROJECT: PRELIMINARY PLAN

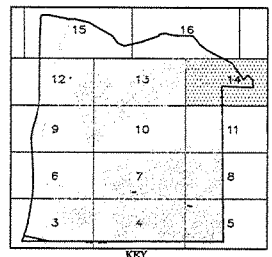
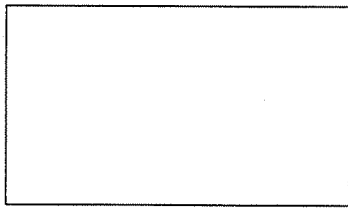
SHEET: 15 OF 19

MATCH LINE "F" (SEE SHEET 16 OF 16)

MATCH LINE "B" (SEE SHEET 13 OF 16)



MATCH LINE "E" (SEE SHEET 11 OF 16)



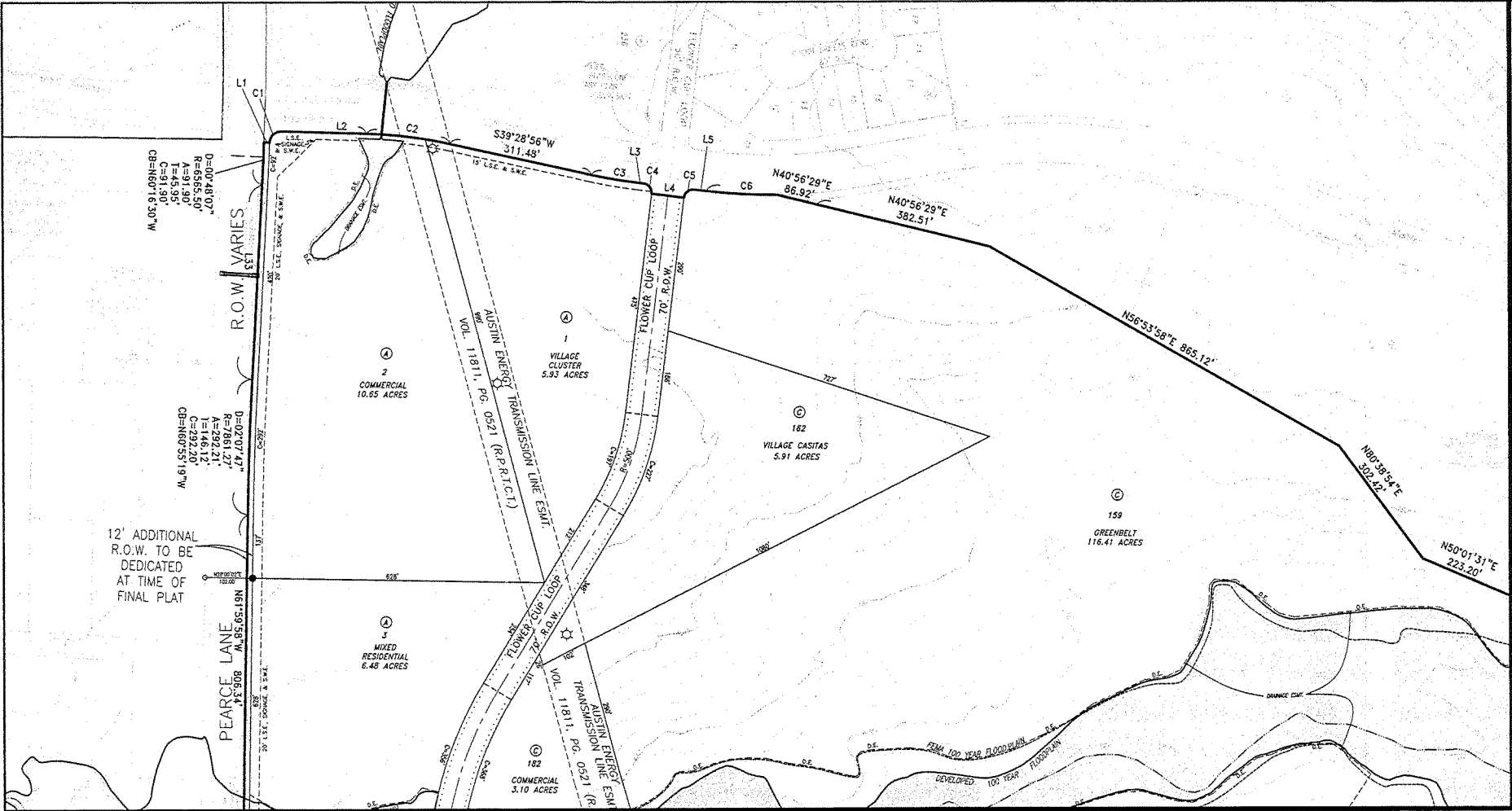
SCALE: 1"=100'

- LEGEND**
- EASEMENT LINE
  - SODIMAX LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - MB (CLUSTER MAIL BOX LOCATION)
  - o ELECTRIC TOWER
- LSE LANDSCAPE EASEMENT  
WRE WASTEWATER EASEMENT  
P.U.E. PUBLIC UTILITY EASEMENT  
W.Q.E. WATER QUALITY EASEMENT  
S.W.E. SODIMAX EASEMENT  
D.E. DRAINAGE EASEMENT  
R.L. DRINKING LINE SETBACK  
17 LOT NUMBER  
② BLOCK NUMBER



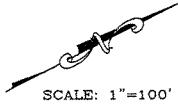
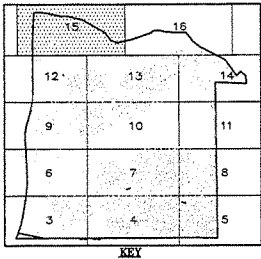
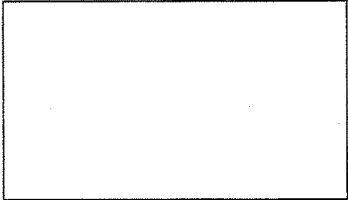
COA FILE# C8J-08-0239

CD	Carlson, Brinace & Doering, Inc. Certified Engineering 1999 No. 013 013 013 1999 No. 013 013 013
	PROJECT: SUN CHASE PHASE TWO PRELIMINARY PLAN
SHEET: 14 OF 19	DESIGNED BY: DBP DRAWN BY: JFL DATE: JULY 2009
SHEET: PRELIMINARY PLAN 100 SCALE (SHT. 14 OF 16)	



MATCH LINE "F" (SEE SHEET 12 OF 16)

MATCH LINE "F" (SEE SHEET 13 OF 16)



- LEGEND**
- LSE LANDSCAPE EASEMENT
  - WVE WASTEWATER EASEMENT
  - PUE PUBLIC UTILITY EASEMENT
  - WQE WATER QUALITY EASEMENT
  - SWE SIDEWALK EASEMENT
  - DLE DRAINAGE EASEMENT
  - BL BUILDING LINE SETBACK
  - 17 LOT NUMBER
  - ④ BLOCK NUMBER
- EASEMENT LINE
  - SIDEWALK LOCATION
  - CRITICAL WATER QUALITY ZONE
  - WATER QUALITY TRANSITION ZONE
  - FEMA 100 YEAR FLOODPLAIN
  - DEVELOPED 100 YEAR FLOODPLAIN
  - MB
  - ELECTRIC TOWER



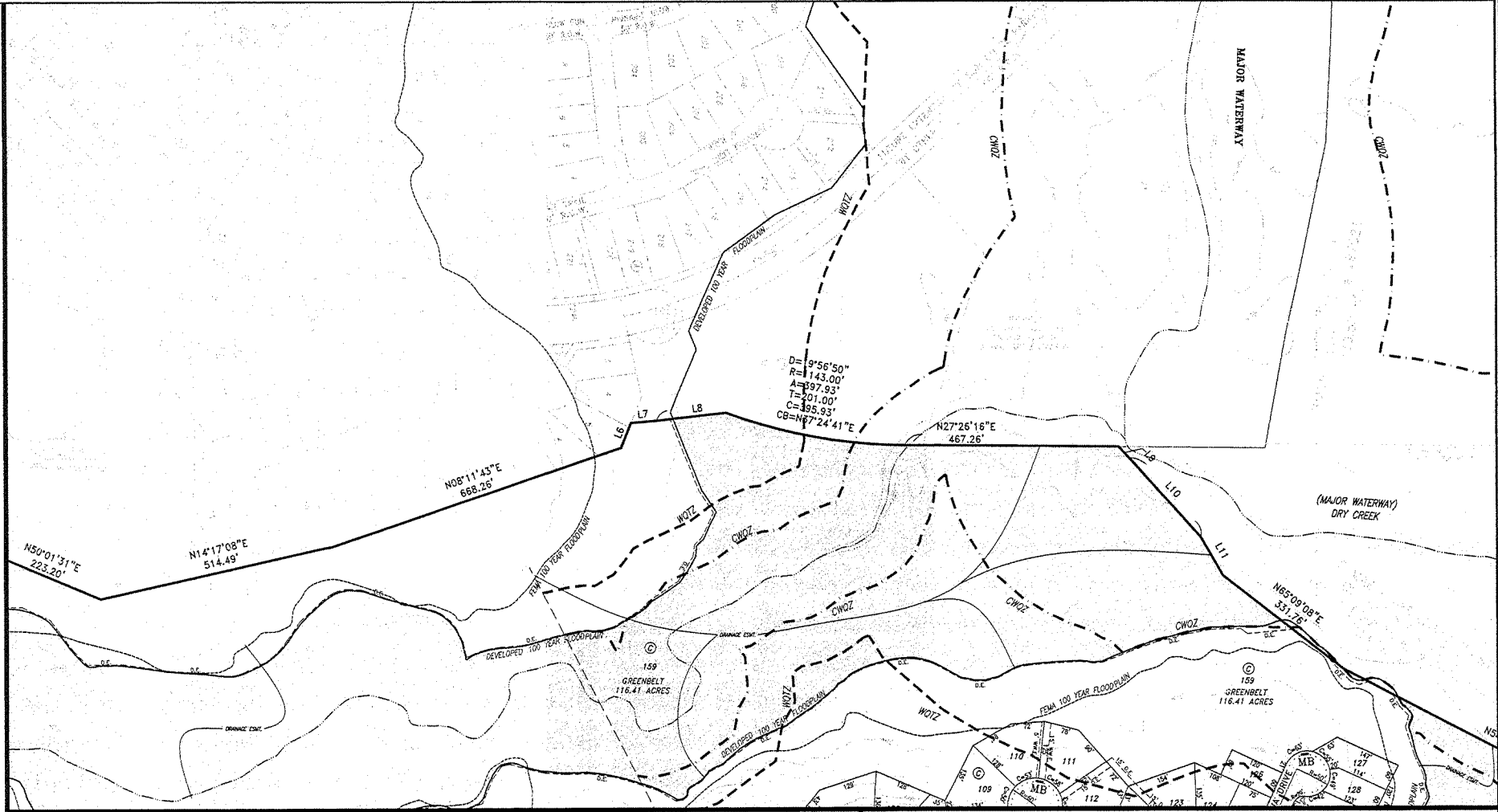
COA FILE# C8J-08-0239

MATCH LINE "G" (SEE SHEET 16 OF 16)

C8J-D		C8J-D	
PRELIMINARY PLAN 100 SCALE (SHT. 15 OF 16)		DATE	JULY 2009
DESIGNED BY	DRP	DRAWN BY	JFL
SUN CHASE PHASE TWO		PRELIMINARY PLAN	
LOT NAME	PROJECT		
JOEY NUMBER	432/2		
SHEET	15 OF 19		

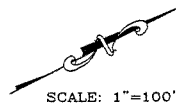
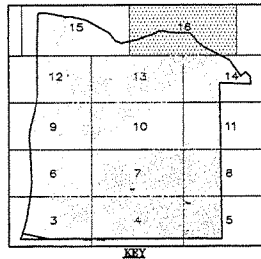
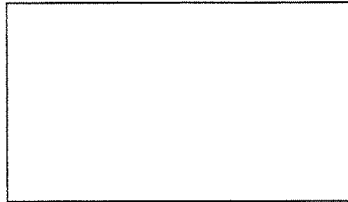
Carlin, Engineer & Doring, Inc.  
Professional Engineer  
No. 10140  
P.E. No. 10140  
P.E. No. 10140

MATCH LINE "B" (SEE SHEET 15 OF 16)



MATCH LINE "F" (SEE SHEET 13 OF 16)

MATCH LINE "F" (SEE SHEET 14 OF 16)



SCALE: 1"=100'

- LSE LANDSCAPE EASEMENT
- WWE WASTEWATER EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- WQE WATER QUALITY EASEMENT
- SWE SIDEWALK EASEMENT
- DE DRAINAGE EASEMENT
- BL BUILDING LINE SETBACK
- 17 LOT NUMBER
- 17 BLOCK NUMBER

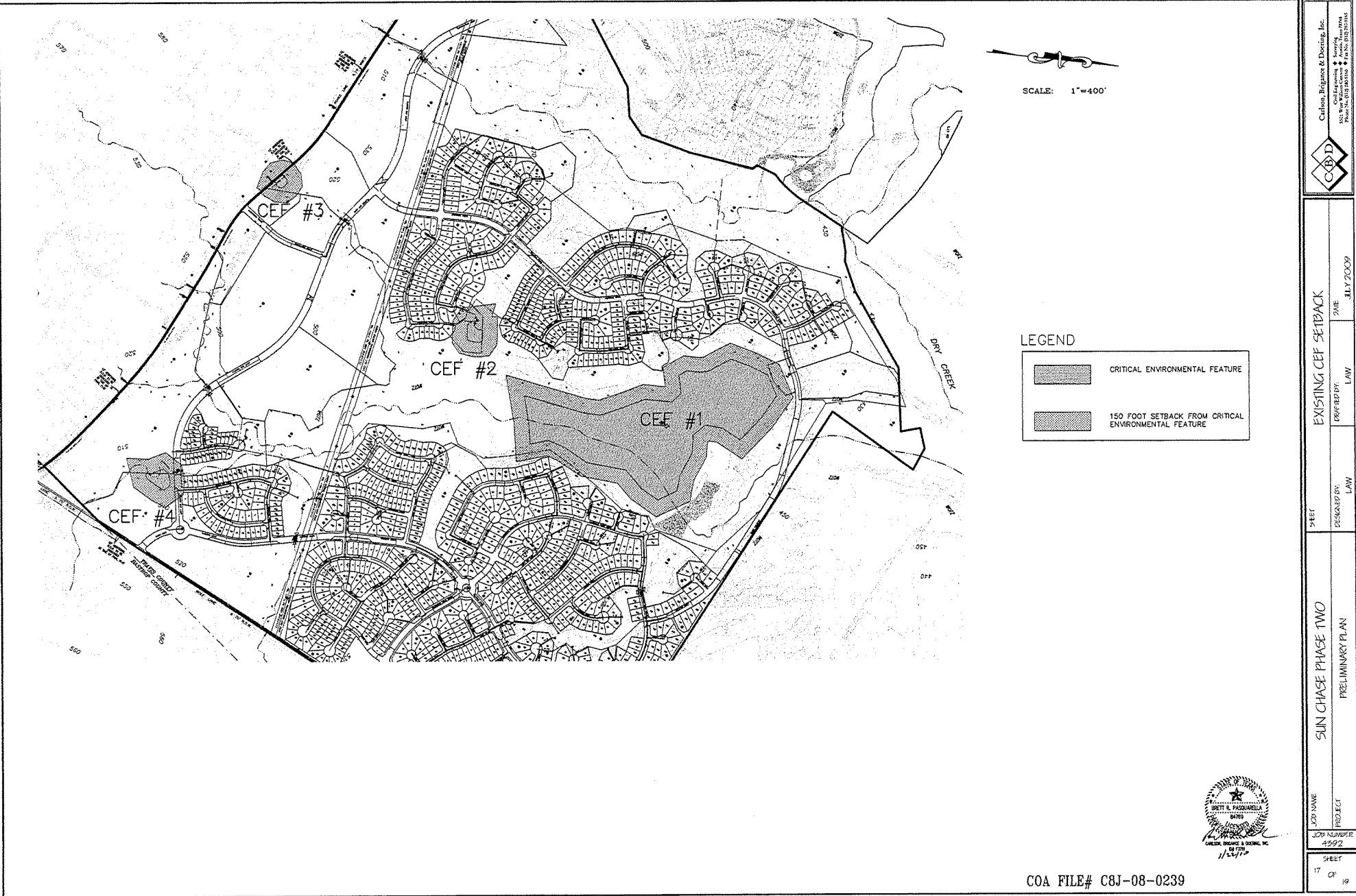
LEGEND

- EASEMENT LINE
- ..... SIDEWALK LOCATION
- CRITICAL WATER QUALITY ZONE
- WATER QUALITY TRANSITION ZONE
- FEMA 100 YEAR FLOODPLAIN
- DEVELOPED 100 YEAR FLOODPLAIN
- MB CLUSTER MAIL BOX LOCATION
- o ELECTRIC TOWER



COA FILE# C8J-08-0239

SHEET	PRELIMINARY PLAN 100 SCALE (SHT. 16 OF 16)	DATE	JULY 2009	DESIGNED BY	JSL	DRAWN BY	DRP	PROJECT	SUN CHASE PHASE TWO	PRELIMINARY PLAN	JOB NUMBER	4592	SHEET	16	OF	19	Carlson, Brignone & Doering, Inc. 100 W. Cedar Avenue • Suite 200 • P.O. Box 100 • San Chasé, NM 87501 Phone: 505.338.2100 • Fax: 505.338.2101









## SUN CHASE PHASING AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS      §

THIS SUN CHASE PHASING AGREEMENT (this “Agreement”) is made and entered into by and between Qualico CR, LP (the “Developer”) and Travis County, Texas (the “County”), hereinafter collectively referred to as the “Parties”, for the purposes and consideration stated herein.

### Recitals

WHEREAS, the Developer has submitted to the County and the City of Austin (the “City”) an application for approval of three preliminary subdivision plans for the subdivisions known as Sun Chase South (C8J-2008-0176) (“Sun Chase South”), Sun Chase Phase 1 (C8J-2008-0212) (“Sun Chase Phase I”) and Sun Chase Phase 2 (C8J-2008-0239) (“Sun Chase Phase 2”) collectively, the “Preliminary Plans” for the development and subdivision in phases of an approximately 1,604 acre tract, which is described in **Exhibit “A”**, attached hereto and made a part hereof (the “Property”);

WHEREAS, subject to the terms of this Agreement, the Preliminary Plans meet all County, City and State of Texas subdivision requirements;

WHEREAS, development of the Property will impact traffic on the public roadway network adjacent to the Property;

WHEREAS, the Capitol Area Metropolitan Planning Organization’s CAMPO 2030 Plan contemplates that it will be necessary to:

1. extend a four lane minor arterial named Sun Chase Parkway (referred to as Arterial C/Four Daughters Road in the 2030 CAMPO Plan) through the Property as shown on the Preliminary Plans of Sun Chase South and Sun Chase Phase 1 to accommodate the traffic that will be generated by development in the area, including the development of the Property (the “Sun Chase Parkway Extension”); and
2. improve the existing two lane minor arterials, Pearce Lane and Wolf Lane, to four lane major arterials divided (the “Pearce Lane and Wolf Lane Boundary Street Improvements”);

WHEREAS, the County's and City's Austin/Travis County Subdivision Regulations (*"Chapter 30"*) provide that an owner subdividing property may be required to dedicate right-of-way for and construct arterial roads in the CAMPO 2030 Plan;

WHEREAS, the Developer is only required to make such right-of-way dedications and construct such roadways to the extent that same are roughly proportional to the impact on the public roadways generated by the proposed development shown in the Preliminary Plans;

WHEREAS, the Developer and the County desire to provide for the orderly development of the Property, including the alignment and construction of the Sun Chase Parkway Extension, and the Pearce Lane and Wolf Lane Boundary Street Improvements which will provide safe and efficient access both to and through the Property; and

WHEREAS, the Developer and the County desire to establish a process to coordinate the extension of Sun Chase Parkway and the boundary street improvements for Pearce Lane and Wolf Lane with the phased development of the Property and to set forth their agreements on (i) the timing of the Sun Chase Parkway Extension, (ii) the timing of improvements to the intersections of new subdivision roadways within the Property to the Pearce Lane and Wolf Lane Boundary Street Improvements as shown on the Preliminary Plans that are necessary for safe movement of traffic between Pearce Lane and Wolf Lane and the Property, as reasonably determined by the County in accordance with County regulations (the *"Intersection Improvements"*), and (iii) the timing for the construction of an emergency access road for Sun Chase South;

### **Agreement**

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

- 1) The Developer may submit final subdivision plats for portions of the Property in phases (each a *"Phase"*). The Developer will be responsible for the construction of only one-half (1/2) of the Sun Chase Parkway Extension which will be constructed in phases as provided in this Agreement, in accordance with the schematic attached as **Exhibit "B"**. The Developer is responsible for the construction of the two outer lane including curb, gutter, storm water drainage system and only the sidewalks required on the west side of Sun Chase Parkway. The Developer will not be required to construct the east sidewalks and any portion of the Pearce Lane and Wolf Lane Boundary Street Improvements other than the Intersection Improvements. "
- 2) At intersections of internal roadways with Pearce Lane and Wolf Lane, the Developer will be responsible for intersection improvements which include a dedicated left turn lane, right turn deceleration lane; right turn acceleration lane and roadway widening as needed to accommodate this construction (see **Exhibit "C"**). In the event that the Sun

Chase Parkway intersection with Pearce Lane is constructed subsequent to Pearce Lane being upgraded from a two lane arterial, dual left turn lanes will be included at both approaches on Pearce Lane."

- 3) The Developer will dedicate, at no cost to the County, (i) the full right-of-way required for the Sun Chase Parkway Extension, not to exceed 86 feet in width, at the location and as shown on the Preliminary Plans, and (ii) one-half (1/2) of the required right-of-way for the Pearce Lane and Wolf Lane Boundary Street Improvements, not to exceed 114 feet in width, for that portion of the Pearce Lane and Wolf Lane Boundary Street Improvements that abut the Property, at the locations and as generally shown on the Preliminary Plans. The portions of the rights-of-way for the Sun Chase Parkway Extension and the Pearce Lane and Wolf Lane Boundary Street Improvements included within the final subdivision plat for each Phase of the Property will be required to be dedicated by plat as a condition to the approval of the final subdivision plat of that Phase. Each dedication will be subject to the Developer's right to install utilities within the dedicated right of way, which right is expressly reserved by the Developer.
- 4) The Developer will be required to post fiscal security, in accordance with Section 30-1-132 of Chapter 30, for that portion of the cost of constructing any portion of the one-half (1/2) of the Sun Chase Parkway Extension and any Intersection Improvements located within the portion of the Property included in each Phase ("Fiscal Security") as a condition of and prior to recordation of the final plat for that Phase.
- 5) If a recorded final plat for any Phase is vacated or cancelled such that the land within that Phase is returned to an unplatted condition, the County will return the Fiscal Security posted with such vacated or cancelled plat(s) to the Developer.
- 6) In consideration for the Developer's agreement to construct one-half (1/2) of the Sun Chase Parkway Extension and the Intersection Improvements and to dedicate right-of-way for the Sun Chase Parkway Extension and the Pearce Lane and Wolf Lane Boundary Improvements, the County agrees that the Developer will not be obligated to make any other improvements to or upgrades of the Sun Chase Parkway Extension, Pearce Lane or Wolf Lane.
- 7) The Travis County Fire Marshal's Office has approved Sections 1 and 2 of Sun Chase South with a single access drive. At the time of future development of Sun Chase South which increases the traffic generated beyond that generated by the development of Sections 1 and 2, the Developer agrees to provide a second access drive or an approved emergency drive as shown on Exhibit "D".
- 8) Subject to the Developer's compliance with this Agreement, Chapter 30 and other applicable subdivision requirements, the County agrees to approve final subdivision plats of Phases of the Property which are submitted by Developer and are consistent with this

Agreement.

9) The County and its officers, employees, and successors and assigns will not be responsible for and shall be held harmless by the Developer from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or damage to property arising out of or in connection with any actions by or negligence of the Developer in the performance of its obligations under the terms of this Agreement.

10) In the event that the Property is annexed into the corporate limits of the City, the County may assign its rights and obligations under this Agreement to the City.

11) Miscellaneous.

a. Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

b. Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and constitutes a covenant running with the land which constitutes the Property which will be binding upon each owner of all or any portion of the Property. The Parties hereto agree that, upon conveyance of all or any portion of the Property in an undeveloped condition, the rights, duties, privileges and obligations hereunder shall be transferred to the subsequent owner of the Property or portion thereof upon delivery of a deed thereto, and the prior owner shall be released of any further obligations, liability or responsibility hereof. Upon the Developer's completion of the portion of the Sun Chase Boulevard Extension and the Intersection Improvements within each Phase out of the Property, this Agreement, and the covenant created by this subsection, will terminate as to that Phase. This Agreement will not be deemed or construed to create any obligation upon any purchaser of a fully developed lot or lots out of the Property.

c. Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the Parties or their respective successors and assigns. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY; EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.

d. Assignment by the Developer. The rights, duties, and responsibilities of the Developer may be assigned separate and apart from a conveyance of the Property only with the consent of the County, which will not be unreasonably withheld, conditioned or unduly delayed.

- e. Entire Agreement. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- f. Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

Developer:                      Qualico CR, LP  
   c/o Vera Massaro  
   7940 Shoal Creek Blvd., Suite 201  
   Austin, Texas 78757

Copy to:                         Sue Brooks Littlefield  
   Armbrust & Brown, L.L.P.  
   100 Congress Ave., Ste. 1300  
   Austin, Texas 78701

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

Copy to:                         David Escamilla (or successor)  
   Travis County Attorney  
   P.O. Box 1748  
   Austin, Texas 78767  
   Attention: File No. 163.1631

The Parties may from time-to-time change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

- h. Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- i. Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.
- j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.
- k. Effective Date. This Agreement is effective upon execution by both Parties.

**DEVELOPER:**

**QUALICO CR, LP**, a Texas limited partnership

By: Qualico CR Management, LLC, a Texas  
limited liability company, its General  
Partner

By: Qualico Developments (U.S.), Inc.,  
its sole Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_,  
\_\_\_\_\_ of Qualico Developments (U.S.), Inc., sole manager of Qualico CR  
Management, LLC, a Texas limited liability company, general partner of Qualico CR, LP, a  
Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
Notary Public, State of Texa

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Qualico Developments (U.S.), Inc., sole manager of Qualico CR Management, LLC, a Texas limited liability company, general partner of Qualico CR, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas



**COUNTY:**

**TRAVIS COUNTY, TEXAS**

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by Samuel T. Biscoe, County Judge of Travis County, Texas, in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

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

## NOTICE OF NON-RESIDENTIAL DEVELOPMENT

February 24, 2009

Project name: Sun Chase Phase 2 Preliminary Plan

Project location: North side of Pearce Lane and West of Wolf Lane

Please be advised that your homeowners' association/neighborhood association is within 1,000 feet of a proposed development containing a non-residential land use. The development contains approximately 69.09 acre of commercial that will be used for general and local retail. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name:	Qualico CR, LP
Owner's phone number:	371-8937
Agent's name:	Carlson Brigance and Doering, Inc.
Agent's phone number:	280-5160
Travis County Case Manager:	Joe Arriaga
Case Manager's phone number:	854-7562

For more information please contact the project's owner, agent or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

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Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.32



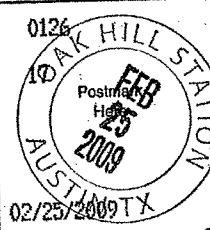
Sent To: Elroy Reservation Assoc. Attn: Cathy Olive  
 Street, Apt. No., or PO Box No.: P.O. Box 58  
 City, State, ZIP+4: Del Valle, TX 78617  
 PS Form 3800, August 2006 See Reverse for Instructions

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Restricted Delivery Fee (Endorsement Required)		\$0.00
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Sent To: TRAVIS COUNTY FIRE MARSHAL  
 Street, Apt. No., or PO Box No.: 5555 AIRPORT BLVD. STE 400  
 City, State, ZIP+4: AUSTIN, TX 78751  
 PS Form 3800, August 2006 See Reverse for Instructions

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Certified Fee		\$2.70
Return Receipt Fee (Endorsement Required)		\$2.20
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.32



Sent To: ESD #11  
 Street, Apt. No., or PO Box No.: 9019 ELROY RD.  
 City, State, ZIP+4: Del Valle, TX 78617  
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AUSTIN TX 78741

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Return Receipt Fee (Endorsement Required)		\$2.20
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.32



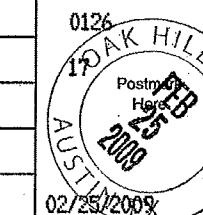
Sent To: Union Creek HOA - Attn: Jack Walters  
 Street, Apt. No., or PO Box No.: 10816 Crown Colony Ste. 105  
 City, State, ZIP+4: Austin TX 78741  
 PS Form 3800, August 2006 See Reverse for Instructions

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Return Receipt Fee (Endorsement Required)		\$2.20
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.32



Sent To: Del Valle ISD Attn: Phil Williams  
 Street, Apt. No., or PO Box No.: 2404 Shepard Lane  
 City, State, ZIP+4: Del Valle, TX 78617  
 PS Form 3800, August 2006 See Reverse for Instructions

Notice of Non-Residential Development Recipients  
For Sun Chase Phase 2 Preliminary

Elroy Preservation Association  
P.O. Box 58  
Del Valle, Tx 78617

Travis County Fire Marshal  
5555 Airport Blvd. Ste. 400  
Austin, Tx 78751

ESD #11  
9019 Elroy Rd.  
Del Valle, Tx 78617

Onion Creek HOA  
10816 Crown Colony Ste. 105  
Austin, Tx 78747

Del Valle ISD  
2404 Shapard Lane  
Del Valle, Tx 78617

## Work Session

- Karl Huber

- ## X Contract, Agreement, Policy & Procedure

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## TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

March 15, 2010

**MEMORANDUM TO:** Members of the Commissioners' Court

**THROUGH:** Joseph P. Gieselman, Executive Manager

**FROM:** Steve Manilla, P.E., TNR Public Works Director

**Subject:** TXDoT Pass-Through Toll Financing Program

### Proposed Motion:

Consider and take appropriate action on TXDoT's Call for Projects for the Pass-Through Toll Financing Program.

### Summary and Staff Recommendations:

On February 25, 2010 the Texas Transportation Commission approved Minute Order 112156 (attached) authorizing a 2010 Program Call for accepting proposals for highway projects to be developed under the Pass-Through Finance Program. This Call allows for public and private entities to submit applications to develop highway projects on the state highway system and prescribe the conditions that will be applicable to the proposals under Title 43, Texas Administrative Code, Section 5.54. The Minute Order authorizes the first program call for 2010 and establishes the period of time for the submissions, the estimated amount of funds available to be allocated, and the categories of cost that will be considered as eligible reimbursement. The total amount to be funded through this program is \$300,000,000 for projects statewide. Only construction costs, exclusive of construction engineering costs, will be eligible for reimbursement.

There are several state highways in Travis County in need of capacity improvements; however, reductions in federal and State funding have caused TXDoT to delay or remove many of these projects in the current Transportation Improvement Plan (TIP) and future long range plans. Of those projects, portions of FM 1626 and FM 2304 in Precinct 3, and FM 973 in Precinct 1 have been identified by TNR as urgently needed and will not likely be funded by TXDoT in the foreseeable future.

A possible financing mechanism for these highway improvements is TXDoT's Pass-

Through Toll Financing Program. This program allows public or private entities to complete needed improvements to state highways and provides reimbursement for a portion of the cost. In each case, the County would only be reimbursed for construction costs and reimbursement could be spread out over a period of several years because the rate is dependent upon the amount of traffic that uses the roads after the improvements are completed.

If the Court decides to pursue funding through this program, TNR recommends submitting an application only for the FM 1626 and FM 2304 project since staff believes the project has a better chance of being selected due to its lower cost and partially completed design, environmental, and right-of-way work. Additionally, the problems the project is intended to ameliorate exist today whereas the FM 973 project is intended to address severe traffic problems that will result from impending development that could take several years to materialize under current economic conditions. The higher cost of the FM 973 project may also make it less competitive when considering the total amount that will be available statewide.

Cost estimates for the contemplated Pass Through Finance projects are as follows:

**Widening FM 1626 from Brodie Lane to FM 2304 & FM 2304 from FM 1626 to Ravenscroft Drive**

Engineering, Permitting, & Environmental Clearance: \$2,000,000

Right-of-Way: \$2,150,000

Construction: \$14,250,000

**Realignment and widening of FM 973 from north of Proposed Braker Lane to US 290 east of Manor**

Engineering, Permitting, & Environmental Clearance: \$2,042,000

Right-of-Way: \$3,140,000

Construction: \$46,300,000

Note: The City of Manor has suggested down-scoping the FM 973 project to a two-lane facility to improve funding competitiveness. TNR roughly estimates a two-lane facility, with an at-grade railroad crossing and designed and built to accommodate future widening to 4-lanes will cost at least 50% of the cost of the four-lane roadway, or about \$26,000,000 for design, right-of-way, and construction. The City of Manor has indicated that they have no funds for cost-sharing on this project.

The March 12, 2010 Texas Register announcement states that interested parties must submit their completed applications no later than May 11, 2010.

**Budgetary and Fiscal Impacts:**

The schedule of pass-through reimbursements is based on TXDoT's traffic projections for the highway and the number and frequency of payments are negotiated between the Department and the public or private entity. The amount of the total reimbursement is also based on the Department's estimated total cost to construct the facility. The amount to be

reimbursed to the applicant from TXDOT will be through the periodic payment of pass-through tolls, for an overall amount equal to the amount specified in the agreement and approved by the Commission. Repayment cannot commence until the project is open to traffic and traffic data have been collected. The Pass-Through Toll Financing program terminology is statutory and does not imply that each proposed project must have a physical toll collection component. A proposed project may or may not have this component. For this program, "pass-through toll" means a per vehicle fee or a per vehicle mile fee that is determined by the number of vehicles using a highway.

TNR staff examined previous pass-through agreements submitted by other agencies to assist with estimating a reimbursement rate and schedule for the recommended Travis County project. Ten projects approved for pass-through financing agreements in 2009 were examined. Two of the projects (in Fort Bend County and the City of Midlothian) were specifically for FM roads and were used as comparables. The reimbursement rate of the two example projects averages 0.09 cents per mile.

An example computation of the reimbursement rate is provided herein for the FM 1626/2304 project. In this case the construction cost would be approximately \$14.25 million. All other costs are not eligible for reimbursement. A maximum and minimum reimbursement rate will need to be negotiated with TxDot.

TNR assumed the following:

Project length: 2.25 mile

Reimbursement rate: 0.09 cents per vehicle mile

Low traffic volume: 24,500 ADT- Assumes average of existing traffic volumes for both roads (estimated at 17,000 ADT) plus a percentage of the cut-through traffic volume on Brodie Lane (estimated at 7,500 ADT).

High traffic volume: 33,980 ADT- Assumes 80% of the averaged estimated CAMPO 2030 ADT (32,000 ADT) and 7,500ADT of Brodie Lane cut-through traffic.

Eligible Reimbursement amount: \$14,250,000

Low volume estimate:

24,500 vehicles X 2.25 miles= 55,125vmpd x 260 days (weekdays) = 14,332,500 vmpy x \$0.09 = \$1,289,925

12,250 vehicles x 2.25 miles= 27,563 vmpd x 105 days (weekend) = 2,894,062 vmpy x \$0.09 = \$260,466

Total: \$1,550,391 reimbursed per year, 9.2 years for full reimbursement.

High volume estimate:

33,980 vehicles x 2.25 miles = 76,455 vmpd x 260 days (weekdays) = 19,878,300 vmpy x \$0.09= \$1,789,047

16,990 vehicles x 2.25 miles = 38,228 vmpd x 105 days (weekend)= 4,013,889 vmpy x \$0.09= \$361,250

Total: \$2,150,297 reimbursed per year, 6.6 years for full reimbursement



Note: In examining the example payback schedules provided by TxDot it appears to be TxDot practice to adjust their annual payment amount to meet full payback in periods of ten fifteen, or twenty years. TNR will attempt to negotiate the quickest pay back schedule for the County.

PBO has advised TNR that funding this project will impact the debt model and the flexibility that the Court may have in the upcoming bond election. The amount needed, albeit not all at once, will affect the County's debt capacity and reduce our ability to fund other projects on the County maintained roadway system.

Spending County funds on state highway projects has been done in the past; however the County's funds were primarily used for right-of-way acquisition.

If the Court decides to take advantage of this funding mechanism an application must be submitted by May 11, 2010. Assuming the decision is made at the March 23 Voting Session, there will be 35 working days to complete a comprehensive application packet. To help ensure the application is made on time and is of good quality TNR recommends using Klotz Associates to complete the application. Klotz completed the 2007 Travis County application discussed below and can utilize some of the information from that application for this work. Klotz has also completed applications for other agencies and succeeded in getting a project approved for Pass Thru Financing. If the Court approves this recommendation TNR will work with Purchasing to get Klotz under contract as quickly as possible. Klotz has indicated that they can complete the application and coordinate with TxDot to ensure it is submitted correctly and on-time for \$18,500. Fund source information for this amount is as follows:

Account Number: 099-4901-621-4007

Source: TNR's FY 2010 Contingency account for appraisals, review fees and other project costs

Requisition Number: 495752

Com/Sub: 918/096

The County does not need to have the full project amount in-hand at the time a contract is executed with TxDot. TNR expects to negotiate terms such that County funds can be cash-flowed over several years. The amounts needed, and when, could be as follows:

- \$2,000,000 needed for engineering, permitting, and NEPA clearances at execution of contract which is expected to occur in October/November 2010.
- \$2,150,000 needed for right-of-way acquisition in late 2012
- \$14,250,000 needed for utility relocations and project construction in late 2013

### **Issues and Opportunities:**

Improving FM 1626 and FM 2304 are included in the Court's December 15, 2009

Resolution regarding Hays County's project to improve FM 1626 from FM 967 in Hays County to Brodie Lane. The Court objected to Hays County terminating its project at Brodie Lane. Hays County is contemplating shifting its project terminus from Brodie Lane to Bliss Spillar Road. No decision has been made concerning this modification but if Hays County

does change the terminus location ½ mile of FM 1626 in Travis County will remain unimproved unless it is included in a Travis County's Pass Through Finance application or TxDot finds funds to complete the work.

Travis County taking on responsibility for improving State highways is a precedent setting decision. State highways are part of the regional transportation system and they have historically been the responsibility of TXDOT. The highways would need to be designed and built to state standards, which is typically more expensive than county roadways. The County may also need to take responsibility for operation and maintenance of the roadways during construction of the improvements, which raises a liability issue. Having TxDot manage the construction phase of the project would eliminate this risk.

Travis County's 2007 Pass Thru Financing application took advantage of provisions in the program rules which allowed a public entity to contract with a private entity to act as the public entity's agent in the execution of the agreement. If the County's application was approved it was the County's intent to contract with a private entity that had the financial capacity to fund the project and then the County would assign its right to payment of pass-through tolls under Section 222.104(b) or (d)(1) to the private entity. In this way the County's debt capacity would not be reduced. The rules for the 2010 program limit reimbursement to construction cost only. Costs for items such as engineering, environmental clearances, utility relocations, construction management, and right-of-way will not be eligible for reimbursement. This makes it economically unattractive to a private entity that we would want to pay all costs up front. At this time, the County has no opportunities to contract with a private entity on either project.

If the Court approves submitting an application for this program, Travis County will need to provide non-reimbursable funds for engineering, permitting and environmental clearances, utility relocations, construction management, and right-of-way. Travis County will also need to provide construction funds, which are eligible for reimbursement at a rate and schedule to be negotiated upon approval of the application.

#### Other issues:

- The applicant, in this case the County, assumes the risk of inflation for increasing construction materials and labor costs.
- Transportation improvement cost shifts to taxpayer. TXDOT has typically financed all improvements to the State Highway system with user fees, (gasoline tax) and tolls. Pass-through financing shifts the funding responsibility from user (via gas tax) to property owner (via property tax backed GO bonds).
- Use of pass through financing may limit future debt capacity of County mandated projects. The use county debt for State obligations will reduce future county debt capacity making it unavailable for statutorily mandated county responsibilities, like county roads, parks, jails, buildings, etc.;

- Because pass-through financing projects are reimbursed in part with Federal funds, the project must go through the same review and approval process as a Federally funded project. This includes adherence to the NEPA process for environmental clearance. This process can take from one to five years depending on the scope of the project and its controversial nature, if any.
- TXDoT reimbursement to local governments for pass-through financing projects begins after the project has been completed. The local applicant bears the cost and risk of interim financing;
- The MPO does not review, prioritize, or approve pass-through financing projects; rather, the Texas Transportation Commission has approval authority;

### **Pros for the County**

- Opportunity to provide improvements to the State system;
- Opportunity to prioritize and fund sections of the State system that were previously unavailable for funding partnerships;
- Partial reimbursement of County expenditure;
- Terms allow high volume projects to be reimbursed at a quicker rate;
- Agreements have a “no more than” and a “no less than” amount tied to yearly reimbursements.

### **Cons for the County**

- County takes on State responsibility in addition to 1,200 miles of County roads and non-state arterials.
- Uncertainty in reimbursement percentages since these are negotiated and pertain to how quickly a project can be constructed (inflation avoidance), importance to the State system, type of roadway (local vs. regional);
- Uncertainty of traffic volumes and the amount of time for reimbursement;
- Cost overruns transferred to County;
- Non-reimbursed debt still impacts County’s total indebtedness;
- County not familiar with planning, engineering, construction and maintenance of State system roads;
- Limited record of success or failure;
- Security of State funding source to reimburse projects has shown to be limited;
- Debt service is no longer reimbursable.

### **Background:**

In pass-through financing, TXDoT may enter into an agreement with a public or private entity that provides for the payment of pass-through tolls to the public or private entity as reimbursement for the design, development, financing, construction, maintenance, or operation of a toll or non-toll facility on the state highway system by the public or private entity. The process may be initiated either by TXDoT issuing a program call for projects as directed by the Commission, or, absent a program call, the applicant may initiate the

process by meeting with the local TXDoT District Office to discuss the proposal. The district will advise the applicant on the requirements for a complete proposal. When the proposal is complete, the applicant submits it to the TXDoT Assistant Executive Director for Innovative Project Development in Austin, and to the local TXDoT District Office where the proposed project will be located. The district staff reviews project cost estimates and other information provided and prepares a detailed, independent estimate for the cost of the project. The District Office forwards the independent estimate to the Design Division. The Design Division will coordinate the review of the proposal with various department offices as applicable. A summary of the proposal is presented to the Commission which may then authorize, by minute order, the Executive Director, or the Executive Director's designee, to negotiate an agreement with the public or private entity.

Once a tentative agreement has been reached through negotiations, the Executive Director, or the Executive Director's designee will submit to the Commission a summary of the final terms of the pass-through agreement. The Commission may authorize by minute order the Executive Director to execute the agreement if it finds that the proposed agreement is in the best interest of the state and the project:

- Serves the public interest;
- Is compatible with existing and planned transportation facilities; and,
- Furthers state, regional, and local transportation plans, programs, policies, and goals.

In May 2007 Travis County submitted an application for a Pass-Through project that included upgrades to FM 1626, FM 2304 (Manchaca Road), and I-35. The Travis County project would have tied into a Hays County project (under development for improving FM 1626 in Hays County) at Bliss Spillar Road. In November 2007 TXDoT informed all applicants that the Pass-Through Financing Program had been suspended due to cash flow considerations. The program rules in 2007 allowed for reimbursement of all costs at a rate tied to the volume of traffic using the improvements.

#### Project Information and Need-

FM 1626 and FM 2304 need additional capacity improvements to help alleviate traffic safety and congestion issues on streets not currently designed to accommodate the large volumes of traffic they are experiencing. FM 1626 serves as a major north-south arterial for southern Travis County and northern Hays County. After TXDOT recently extended FM 1626 to IH 35 in Hays County, the roadway has become a reliever of IH 35. Current plans by Hays County to improve FM 1626 to a four-lane roadway from FM 2770 to Brodie Lane expedite the need to make improvements within Travis County's portion of FM 1626 from Brodie Lane to Manchaca Road (FM 2304). By not making these improvements, additional capacity provided through the Hays County improvements will increase traffic directly onto Brodie Lane and the existing 2-lane FM 2304. By extending the 4-lane divided section to FM 2304 (Manchaca Road) and funding improvements to FM 2304 for a four lane section, the County is providing a more direct and efficient route for traffic heading north into Austin. Additionally, the delay in the construction of SH 45 SW has exasperated the need to provide additional capacity heading northward to Austin. Traffic from Hays County uses Brodie Lane and Manchaca Road to access arterials heading into the downtown of Austin.

Improvements to FM 1626 coupled with FM 2304 would help reduce congestion in this area as SH 45 SW develops. The following are the existing and forecasted traffic volumes:

FM 1626

Year 2008 average daily traffic (ADT) on FM 1626 between Brodie Lane and FM 2304 ranges from 13,800 to 14,600 vehicles per day. The traffic model developed for the adopted CAMPO long-range 2030 Mobility Plan indicated a 2030 ADT range of 29,500 to 39,000 vehicles within the same limits.

FM 2304

Year 2008 average daily traffic (ADT) on FM 2304 between FM 1626 and Ravenscroft Drive ranges from 13,600 to 26,000 vehicles per day. The traffic model developed for the adopted CAMPO long-range 2030 Mobility Plan indicates a 2030 ADT range of 24,000 to 34,500 vehicles within the same limits.

An FM 973 by-pass around Manor in Precinct 1 is needed to accommodate anticipated traffic volumes in the fast growing Desired Development Zone. The roadway infrastructure in this area is soon to be overwhelmed by traffic from several large developments that will place tens of thousands of vehicle trips on area roads. A particular concern is the large volume of traffic that will be cutting through the heart of Manor.

FM 973

Year 2008 average daily traffic (ADT) on FM 973 between the city limit of Manor and US 290 East ranges from 6,700 to 7,600 vehicles per day. The traffic model developed for the adopted CAMPO long-range 2030 Mobility Plan indicates a 2030 ADT range of 18,000 to 32,500 vehicles per day within the same limits.

**Required Authorizations:**

Jessica Rio, Planning & Budget Office

Chris Gilmore- Assistant County Attorney

Attachment: Transportation Commission Minute Order; TxDot 2010 Pass Through Finance Program Call

CC:

Cynthia McDonald, Donna Williams-Jones, TNR Financial Services

Sean O'Neal- Auditors Office

Cyd Grimes, Marvin Brice- Purchasing

## TEXAS TRANSPORTATION COMMISSION

ALL Counties

## MINUTE ORDER

Page 1 of 2

ALL Districts

Section 222.104(b), Transportation Code authorizes the Texas Department of Transportation (department) to enter into an agreement with a public or private entity that provides for the payment of pass-through tolls to the entity as reimbursement for the design, development, construction, maintenance, or operations of a tolled or non-tolled facility on the state highway system by the public or private entity. A pass-through toll is a per-vehicle fee or a per-vehicle-mile fee that is determined by the number of vehicles using the facility.

On January 29, 2009 by Minute Order 111669 the Texas Transportation Commission (commission) adopted revised rules, codified as Title 43 Texas Administrative Code §§5.51-5.60 (rules), that prescribe the policies and procedures governing the department's implementation of the pass-through toll program (program) under Section 222.104(b), Transportation Code.

Section 5.54 of the rules provides that if the commission determines that funds available for use in the program are limited, it may periodically limit the periods of time during which the department will accept proposals for pass-through toll projects to be developed and, for each specific period, prescribe conditions for submission and the costs that may be reimbursed under a pass-through agreement (agreement).

The commission finds that monies available under the program for allocation to new pass-through toll projects are limited to an estimated \$300 million in funds from Category 12, Strategic Priority, of the 2007 Statewide Mobility Program, as amended (Category 12 funds). In order to extend use of the funds to the greatest number of highway improvement projects and to allow both public and private entities to have an equal chance to participate in the program, the commission determines that from the date of this minute order until the expiration of the 2010 fiscal year, or such additional time as needed for negotiation and execution of the individual agreements, proposals for projects to be developed under the program will only be accepted in accordance with the terms of this minute order.

Pursuant to §5.54 of the rules, the department will publish in the Texas Register notice of the designated period for acceptance of proposals for projects to be developed under the program. The notice will specify the deadline for submitting proposals, the estimated amount of funds available in the program that can be allocated to the proposals submitted, whether submissions will be accepted from only public entities, or from both public and private entities, whether submissions will be accepted for highway projects, railroad projects, or both, the categories of project costs that will be eligible for reimbursement, and any other condition deemed appropriate by the commission.

After evaluation of properly submitted proposals, the department will present its analyses to the commission which may, after consideration of the criteria set forth in §5.55 of the rules and the conditions established in this minute order, select the entities whose proposals provide the best value to the state. The department will attempt to negotiate the financial terms of a potential pass-through toll agreement with the selected public entity proposers, and will solicit competitive proposals under §5.56 of the rules for the selected private entity proposers.

IT IS THEREFORE ORDERED that during the period of time beginning on February 25, 2010 and continuing until August 31, 2010, or such additional time as needed for negotiation and execution of the individual agreements, proposals for pass-through toll projects to be developed under the program will only be accepted if the proposals are in compliance with the following conditions:

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

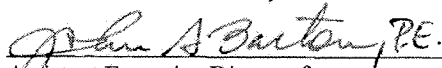
Page 2 of 2

ALL Districts


- (1) proposals may be submitted by both public and private entities;
- (2) submissions will be for highway projects only;
- (3) only the following category of project costs described in §5.53(a)(11) of the rules will be considered as eligible for reimbursement under the program: construction cost, exclusive of construction engineering cost, and in the case of a pass-through toll project submitted as a design-build project, the construction cost, exclusive of construction engineering costs must be broken out separately as one component of the total project cost;
- (4) the estimated total amount of funds available to be allocated among the selected proposals will be \$300 million in Category 12 funds for the entire reimbursement period of all selected proposals;
- (5) the deadline for submitting proposals will be 60 days after publication of notice in the Texas Register soliciting proposals in accordance with this minute order;
- (6) in the event that an alternative funding source or a significant increase in Category 12 funding becomes available for use in the program prior to August 31, 2010 or any extended date, the commission may authorize an additional deadline period for submitting proposals to be in compliance with conditions specific to the new period, in accordance with the requirements of §5.54 of the rules; and
- (7) in the event that a critical transportation need arises which can be addressed with a pass-through toll agreement, or an alternative funding source becomes available for a specific transportation project, the commission may, at any time and irrespective of the limitations above, authorize acceptance of an individual proposal for development of a pass-through toll project to meet that need or utilize those funds, provided that the proposal otherwise complies with the rules.

IT IS FURTHER ORDERED that the executive director or his designee is directed to take the necessary steps to implement the actions as ordered in this minute order.

Submitted and reviewed by:

  
Assistant Executive Director for  
Engineering Operations

Recommended by:

  
Executive Director

**112156 FEB 25 10**

Minute  
Number

Date  
Passed

# 15TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUESTVoting Session: 4/6/10

Work Session: \_\_\_\_\_

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

B. Requested Text:

Approve License Agreement with R and B Sports, LLC for a swim race and triathlon at Pace Bend Park.

C. Approved by: \_\_\_\_\_

Karen Huber, Precinct 3 Commissioner

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

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

Rick Margiotta, R and B Sports, LLC	689-8276
Brad Davison, R and B Sports, LLC	750-6024
Tenley Aldredge, CA	854-9513
Charles Bergh, TNR Parks	854-9408
Robert Armistead, TNR Parks	854-9831
Dan Chapman, TNR Parks	263-9114
Dan Perry, TNR Parks	263-9114
Keith Rawlings, TNR Parks	264-3951

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy &amp; Procedure

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





## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

March 16, 2010

### MEMORANDUM

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** Approve License Agreement with R and B Sports, LLC for a swim race and triathlon at Pace Bend Park.

#### **Proposed Motion:**

Approve License Agreement with R and B Sports, LLC for a swim race and triathlon at Pace Bend Park.

#### **Summary and Staff Recommendation:**

R and B Sports, LLC is requesting the use of Pace Bend Park on Saturday, April 17, 2010 to host a swim race, and Sunday, April 18, 2010, to host a triathlon. The R and B Sports, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in pre-approved designated areas located within Pace Bend Park and associated rights of way. The races are to be confined within the park, with the road race portions confined to the paved roadways inside the park. Off road portions of the races will be confined to pre-approved designated existing trails, and the swim portion will be held within the designated swim area near Mudd Cove on Lake Travis. The race has been sanctioned by USA Triathlon. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers to provide security and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

#### **Budgetary and Fiscal Impact:**

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

**Issues and Opportunities:**

The swim race is scheduled to start at approximately 9:00 a.m. and will conclude no later than 11:30 a.m. on Saturday, April 17, 2010. The triathlon is scheduled to start at approximately 8:00 a.m. and will conclude no later than 11:00 a.m. on Sunday, April 18, 2010. These time frames will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

**Background:**

The CapTexSwim and Lake Travis triathlon races are sponsored by R & B Sports, L.L.C., who have organized the past Dilloman Triathlons. The Dilloman Triathlons are annual events that started in 1999 at Pace Bend Park and have been held there every year except 2008.

Pace Bend Park has long been a desired location for triathlons due to the size and diversity of the park as well its location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography, and ease of access. The sloping shoreline into Lake Travis attracts swimming and boating events and the broad open areas of the park are able to facilitate various running courses, as well as the parking of large numbers of vehicles associated with these events.

The race organizers estimate that approximately 250-500 participants will take part in this year's events and the races will also have approximately 250 – 400 spectators as well. The participants will compete in a race criterion that includes a swim, bike, and run competition, and all events will be confined within the park. The bike portion will be staged on paved park road loop, which will remain open for general park use during the race. Traffic will be limited to one direction of travel by Park Rangers during the bike part of the event in order to provide for increased safety of the participants and other park users.

**Required Authorizations:**

None

**Exhibits:**

License Agreement

JPG:dp

xc: Rick Margiotta, R and B Sports, LLC  
Brad Davison, R and B Sports, LLC  
Tenley Aldredge, CA  
Charles Bergh, TNR Parks  
Robert Armistead, TNR Parks  
Dan Chapman, TNR Parks  
Dan Perry, TNR Parks  
Keith Rawlings, TNR Parks

## LICENSE AGREEMENT

STATE OF TEXAS           §  
                                      §  
COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and R & B Sports, L.L.C. ("Licensee"), a Texas Event Production Company.

### WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's CapTexSwim and Lake Travis Triathlon (collectively, the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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

#### I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas (the "Licensed Areas") include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event, except for the following areas at the following dates and times: Grisham Trail and Pace Bend Park Road, within the park will be "One Way" on Sunday, April 18, 2010 from 8:00 a.m. to 11:00 a.m. for the bicycle stage of the Lake Travis Triathlon. The License includes the following rights and privileges: (a) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and non-alcoholic beverage items.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. In addition, Licensee shall do the following in connection with the Event, all of which shall be coordinated and pre-approved by representatives of Travis County Parks:

- (a) arrange for trail signage, preparation and maintenance using County-approved materials and devices, and ensure removal of all such signage;
- (b) manage parking operations and ensure reasonably smooth traffic flow (vehicular, pedestrian and bicycle) into and out of the County Park;
- (c) arrange for pre-Event setup and staging activities;
- (d) arrange for placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators; and
- (e) arrange for additional dumpsters for trash disposal and remove all trash, course markings, and equipment from the County Park following Event conclusion and prior to Licensee's departure from the County Park.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by Travis County Parks, a department within the Transportation and Natural Resources Department ("Travis County Parks") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County

Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Travis County Parks staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

## II. TERM OF LICENSE

2.1 The License is granted for the following days and hours (collectively, the "License Term"): (a) Saturday, April 17, 2010 (open water swim), beginning at approximately 9:00 a.m. and terminating at approximately 11:30 a.m.; and (b) Sunday, April 18, 2010 (swim/bike/run triathlon), beginning at approximately 8:00 a.m. and terminating at approximately 11:00 p.m. Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public. Travis County Parks staff will maintain a tally of those persons entering the County Park on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel, and associated medical equipment, through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by Travis County Parks staff) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

#### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

#### V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of Travis County Parks and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of Travis County Parks, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

#### VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

7.1 **LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

## VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

## IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

## X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title

and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

## XI. NOTICES

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

If to Licensee: Rick Margiotta  
Managing Partner  
R & B Sports, L.L.C.  
903 Whitley  
Leander, Texas, 78641  
Rick@captextri.com

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

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

## XII. VENUE AND CHOICE OF LAW

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

## XIII. MEDIATION

13.1 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 someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation



will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

#### XIV. ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

#### TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

#### LICENSEE:

By: \_\_\_\_\_

Rick Margiotta  
Managing Partner, R & B Sports

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Licensed Areas in Pace Bend Park**

**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**

#

16

Travis County Commissioners Court Agenda Request

Voting Session 3/23/10  
(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:

**A. Consider and take appropriate action on the Assignment and Assumption of the Rocky Creek Ranch Contracts, Rocky Creek Ranch, Section 1, Subdivision, Precinct 3.**

**B. Consider and take appropriate action on a Final Plat in Precinct Three: Rocky Creek Ranch, Section 1, (Long Form Plat - 165 Total Lots; 154 Single Family Lots, 7 Drainage/Water Quality, 3 Private Street Lots and Greenbelt Lots and 1 Commercial Lot - 157.059 acres - Hamilton Pool Road - Fiscal has been posted with Travis County - Sewage service to be provided by Travis county MUD #6, Travis County).**

**C. Approve a Subdivision Construction Agreement for Rocky Creek Ranch, Section 1- Final Plat.**

C. Approved by:

\_\_\_\_\_  
Commissioner Karen Huber, Precinct 3

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

Joe Arriaga: 854-7562 Gayla Dembkowski: 854-7642

Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

### MEMORANDUM

March 2, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Assignment and Assumption of the Rocky Creek Ranch Contracts

LegacyTexas Bank has acquired the Rocky Creek Ranch Subdivision, a 157 acres development located in Precinct 3 from the previous developer, Kirby Development LLC and KD Rocky Creek, LP from bankruptcy proceedings. LegacyTexas Bank is now the current owner of this development (see attached letter from bank). As a part of the proceeding, LegacyTexas Bank is to assume the following agreements previously entered into by Kirby Development LLC and KD Rocky Creek, LP that have been approved by the Travis County Commissioners Court during the last 6 years going back to 2004. The proposed action is for the assignment and assumption of the Rocky Creek Ranch Agreements and Contracts for the following:

- A. Original Phasing Agreement dated November 26, 2004 between Travis County recorded in Document Oct 21, 2004 in the official public records of Travis County, Texas and the Developer, McHargue Development, LTD.
- B. An Amended and Restated Phasing Agreement dated March 25, 2008 between Travis County and the Developer K D Rocky Creek, LP.
- C. An Indemnification Agreement with KD Rocky Creek, L.P. to fund the Turn Lane Improvements on FM 3238, Hamilton Pool Road at Rocky Creek Boulevard dated March 25, 2008.
- D. A Construction and Maintenance Agreement between The State of Texas and Travis County for Turn Lane Improvements within the Right of Way of FM 3238, Hamilton Pool Road in Travis County, Texas dated March 25, 2008.

- E. The use of Alternative Fiscal for Rocky Creek Ranch, Section 1 dated March 25, 2008 - a subdivision in Precinct 3.**
- F. The use of two Cash Security Agreements for Rocky Creek Ranch, Section 1 and for boundary street improvements to FM 3238 dated March 25, 2008.**
- G. Approve a Subdivision Construction Agreement between Travis County and LegacyTexas Bank for Rocky Creek, Section 1 Final Plat.**
- H. Rocky Creek Ranch, Section 1, Final Plat in Precinct 3. (Long Form Plat - 165 Total Lots; 154 Single Family Lots, 7 Drainage/Water Quality, 3 Private Street Lots and Greenbelt Lots and 1 Commercial Lot – 157.059 acres – Hamilton Pool Road – Fiscal has been posted with Travis County – Sewage service to be provided by Travis county MUD #6, Travis County).**
- I. Approve a Subdivision Construction Agreement for Rocky Creek Ranch, Section 1- Final Plat.**

#### ***SUMMARY AND STAFF RECOMMENDATION:***

Each of these contracts requires that Travis County consent to any assignment and assumption related to the change of ownership. No changes or modifications are proposed to any of the agreements that LegacyTexas Bank acquired from original developer Kirby Development LLC and KD Rocky Creek, LP are assuming. The original Assignment and Assumption of Contracts executed by Substitute Trustees Deed on July 7, 2009.

#### **Preliminary Plan**

A revised preliminary plan was approved by Court on March 13, 2008 which revised the plan to make several changes as part of an agreement with various interested parties composed of several surrounding neighborhoods who were in opposition to the project at the outset. In addition, other items that were revised as per the following: Phasing Agreement, Indemnification Agreement, the Construction and Maintenance Agreement between The State of Texas and Travis County for Turn Lane Improvements within the Right of Way of FM 3238, Hamilton Pool Road.

#### **Interim Rules**

The proposed subdivision is not subject to Travis County Interim Rules because it was filed prior to the effect date of the Interim Rules. The applicant submitted the revised preliminary plan to LCRA for review and according the LCRA, "the proposed conceptual water quality plan will be in compliance the September 1, 2000 USFWS Recommendations for Protection of Water Quality of the Edwards Aquifer".

To be considered for approval by Travis County, an application for a final subdivision plat must include a written certification from LCRA that the subdivision complies with one or the other of the foregoing conditions. The applicant was required to put these notes on the plat.

#### Wastewater Treatment Plant

As part of the development of this subdivision a wastewater treatment plant has been proposed to provide service to the residents of the subdivision. According to the agent for the project, Amy Fredrick; the wastewater treatment plant is currently being design by the Jones and Carter, Inc engineering firm and has been permitted. The design is 50% complete and anticipate the plans being completed by June 1, 2010.

#### Non-residential Notice

The applicant was required to send the non-residential notice because of the proposed commercial lot to all registered neighborhood and homeowner associations within 1000 feet, the Travis County Marshal's office, and local emergency service provider (See attached list).

#### Alternative Fiscal

In addition, the developer wishes to come out of alternative fiscal (approved by court on March 25, 2008) to start selling lots and has posted the remaining monies in the amount of \$210,013.50 by LegacyTexas Bank, LC #889 dated 7/30/09 and expiring 7/30/12. All the improvements relating to the alternative fiscal requirements originally approved have been constructed and inspected by Travis County, TNR staff.

#### Final Plat

The final plat subdivision consists of 165 total lots (7 Drainage/Water Quality, 3 Private Street Lots and Greenbelt Lots and 1 Commercial Lot) on 157.059 acres. There are no public streets being built in this subdivision. A total of 8400 linear feet of private streets are being proposed to be constructed. Parkland requirements were paid for a total of \$8,697.00. In addition, the developer has agreed to several turn lane improvements for Hamilton Pool road with TXDOT. The construction plans for these improvements have been approved by TXDOT and a permit has been issued. The developer has agreed to begin construction of the turn lane for Hamilton Pool road after the 50<sup>th</sup> home has been built.

Staff recommends the assumption and assignments for this subdivision. In addition, as the plat meets all Travis County standards, TNR staff also recommends approval of the final plat.

#### **ISSUES:**

Staff has received several calls from property owners on Hamilton Pool road. The residents inquired about the impacts to the area due to increased traffic by the proposed development and the construction of several new schools, land uses, road improvements to the road, landscape requirements, traffic speed and scenic roadways.



***BUDGETARY AND FISCAL IMPACT:***

None.

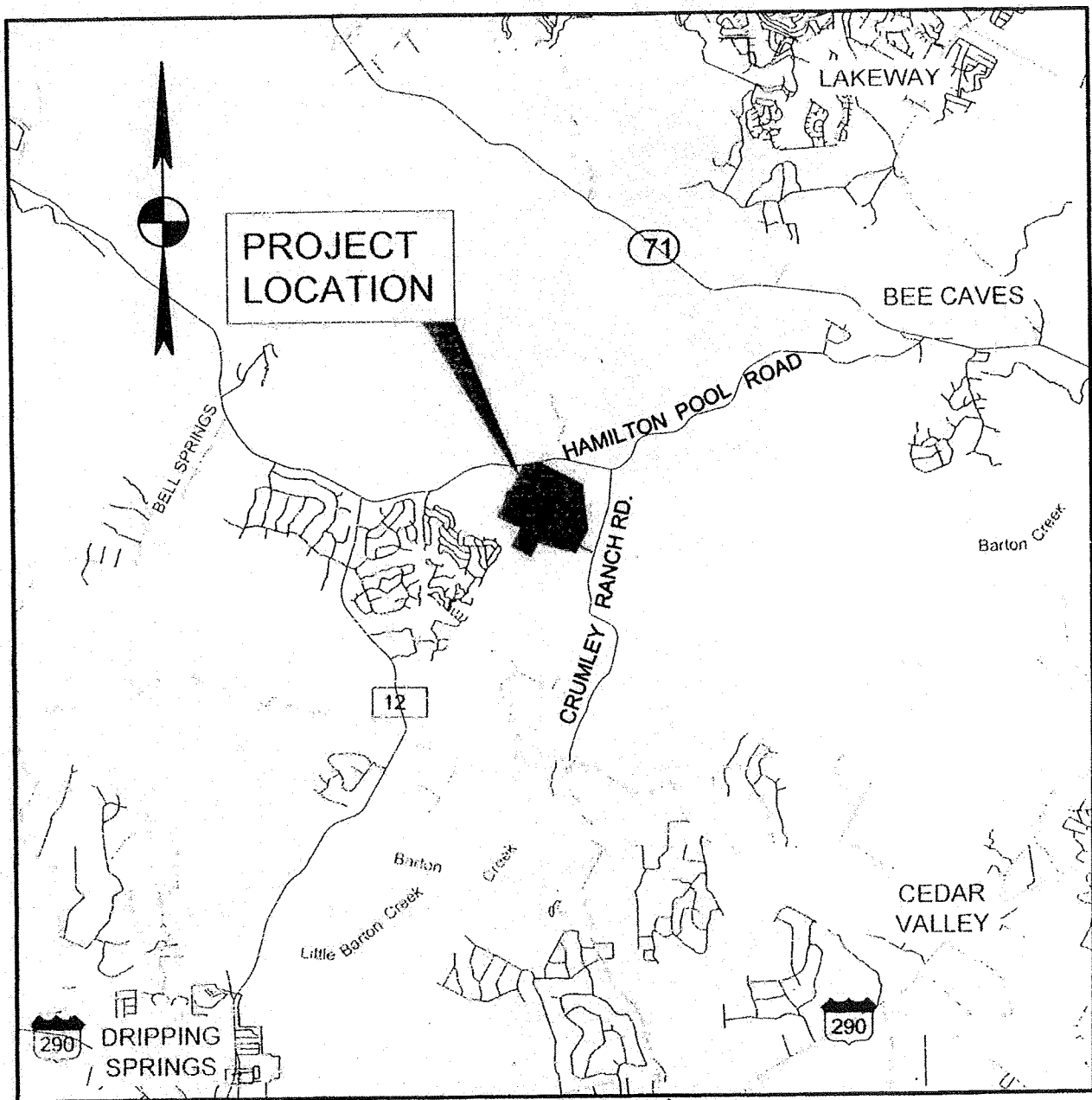
***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

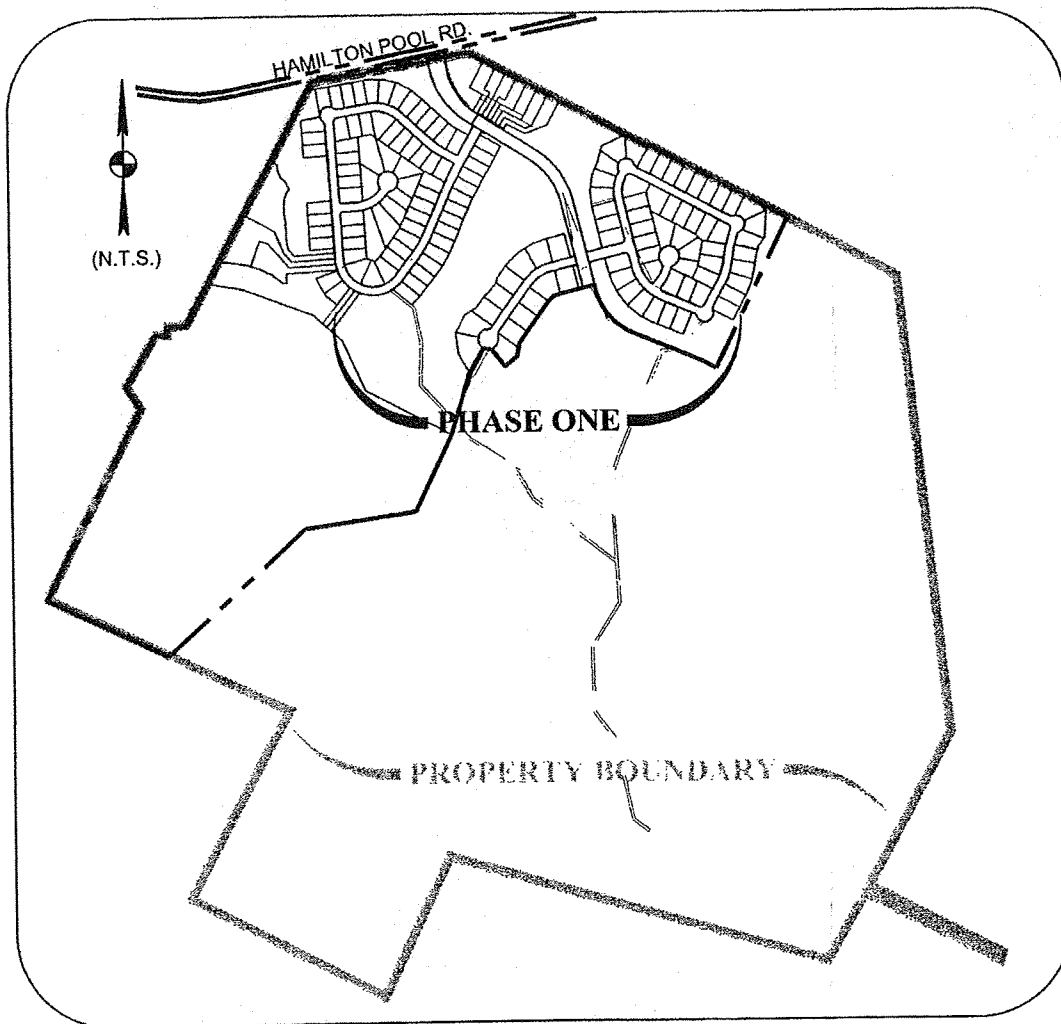
Location Map, Final Plat, Public Notice, Agreements and Letter from Bank,

AB: ja 0210



**LOCATION MAP**  
(N.T.S.)

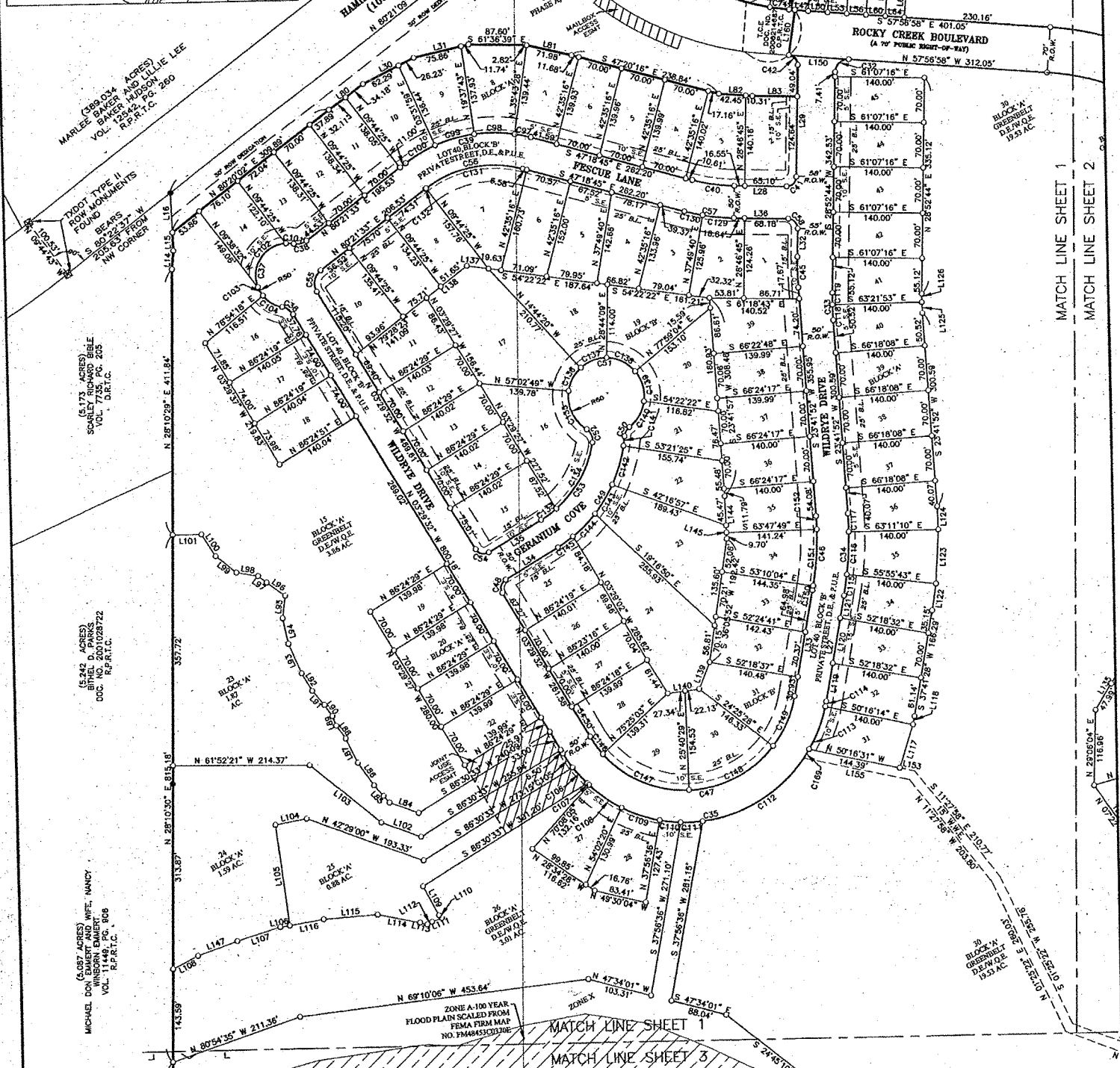
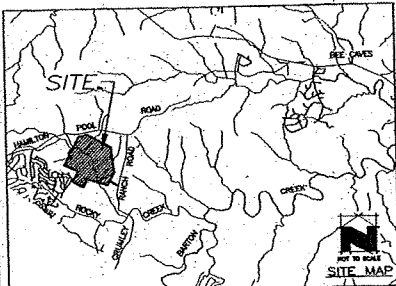
**ROCKY CREEK RANCH  
PHASE ONE - SECTION ONE**  
*Precinct 3 Map*



LOCATION MAP  
(N.T.S.)

**ROCKY CREEK RANCH  
PHASE ONE - SECTION ONE**

# FINAL PLAT OF **ROCKY CREEK RANCH, SECTION 1** 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
R.P.R.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

## LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED AS: A PORTION OF THAT 260.3923 ACRE TRACT, AND A PORTION OF THAT 3.0382 ACRE TRACT IN DOCUMENT NO. 2009117261, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



**Castleberry Surveying, Ltd.**

3613 Williams Drive, Suite 803 - Georgetown, Texas 78626  
 (512) 930-1800/(512) 930-9389 fax  
[www.castleberrysurveying.com](http://www.castleberrysurveying.com)

SHEET

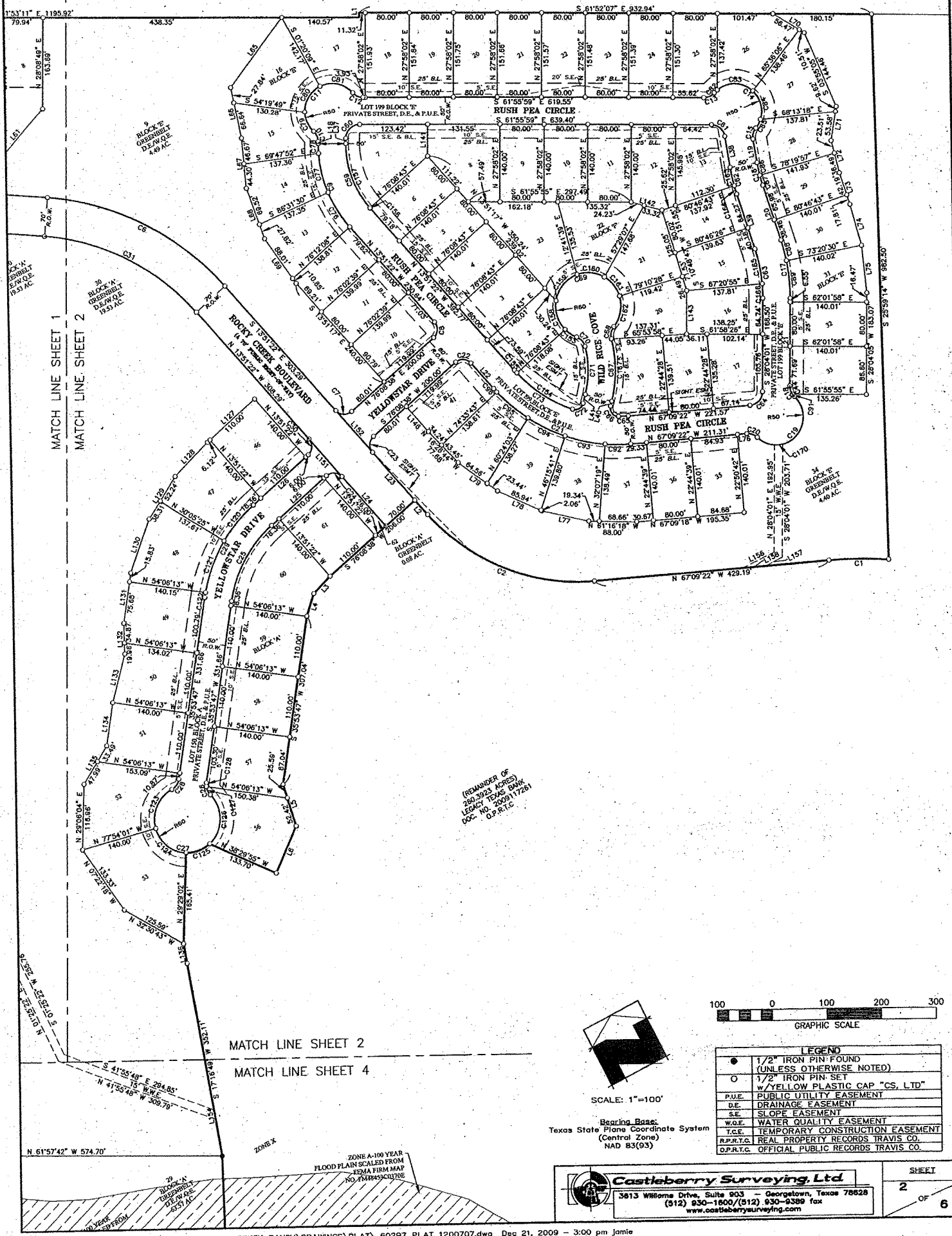
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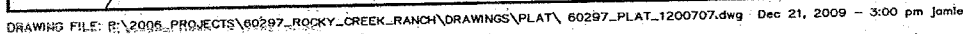
OF

6

## ROCKY CREEK RANCH, SECTION 1

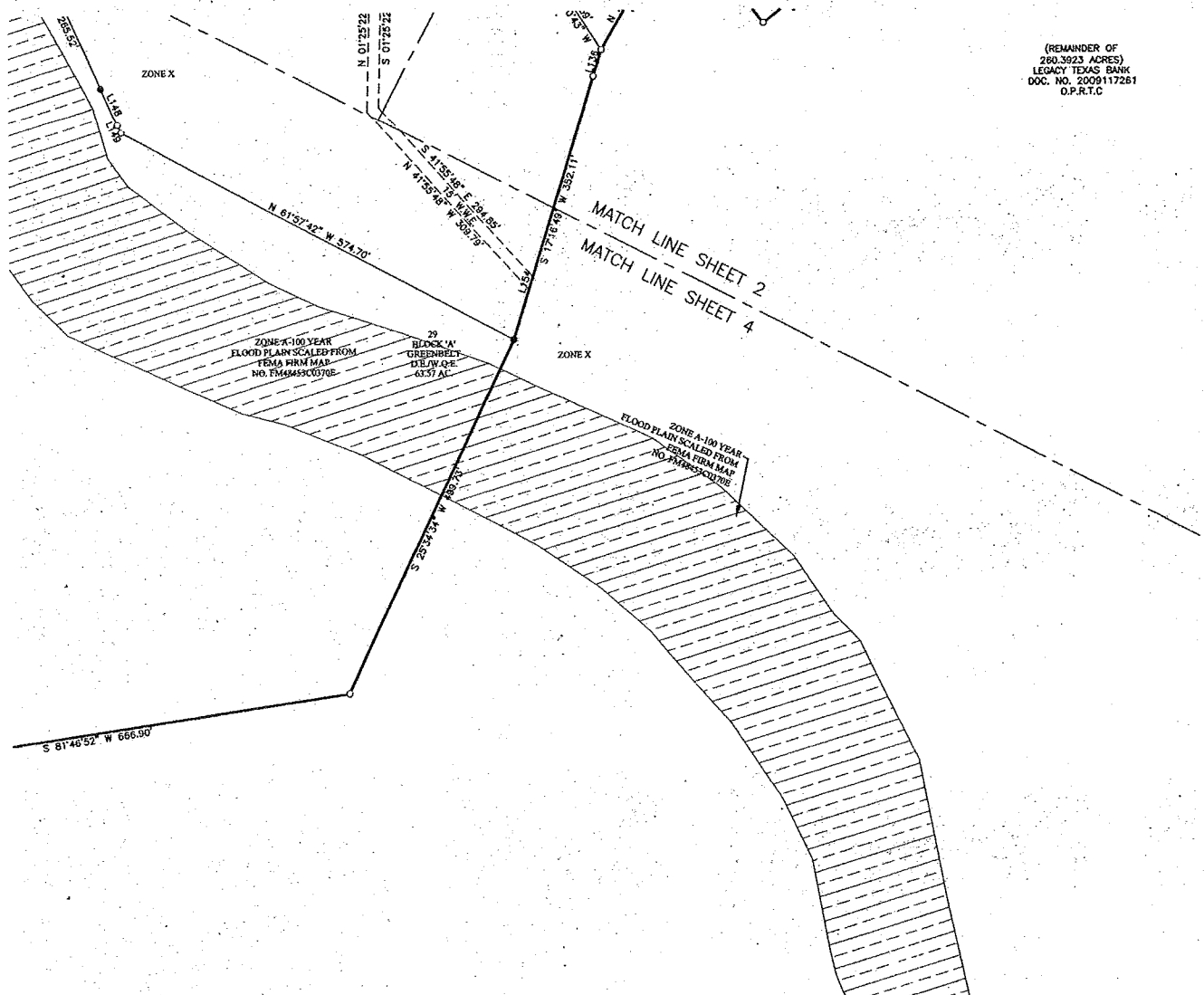
158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS



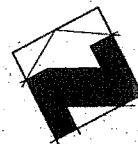


# ROCKY CREEK RANCH, SECTION 1

158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS

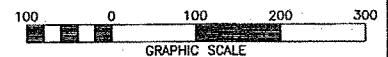


(REMAINDER OF  
260.3823 ACRES)  
LEGACY TEXAS BANK  
DOC. NO. 2009117261  
O.P.R.T.C.



SCALE: 1"=100'

Bearing Basis:  
Texas State Plane Coordinate System  
(Central Zone)  
NAD 83(93)



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
W/YELLOW PLASTIC CAP "CS, LTD"	
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
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T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
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www.castleberrysurveying.com

SHEET

4 OF 6

Blake Magee  
Company  
L.P.

January 8, 2010

Anna Bowlin  
Travis County - TNR  
411 W. 13th Street  
Austin, TX 78701


RE: Rocky Creek Ranch  
Development Update

Dear Anna,

The purpose of this letter is to submit a development update to Travis County for the Rocky Creek Ranch development. As we discussed when we met with Travis County September 25, 2009, Blake Magee Company was hired by LegacyTexas Bank (the owner) to assist in the management of the project and completion of Rocky Creek Ranch Phase One (Phase One). The construction of Phase One has since been completed and the plat was submitted on January 6, 2010 to your office for approval.

From the meeting it was our understanding that the left turn lane construction for Hamilton Pool Road was not required prior to the Phase One plat being recorded. LJA Engineering has completed the plans for the turn lane improvements and the plans have been approved by TxDOT and a permit has been obtained. The bank is in the process of trying to sell the development and currently there is not any home building in the project. We propose that the construction of the turn lane begin once 50 homes have been built. In addition to the turn lane we discussed the status of the wastewater treatment plant to service the project. The plant has been permitted and Jones & Carter, Inc. has been retained to design the plant. The design is approximately 50% complete. We anticipate the plans being completed and approved by June 1, 2010. If you have any questions, please do not hesitate to call me.

Sincerely,

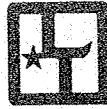


Amy T. Frederick, P.E.

cc: Jim Hufcutt – Pape Dawson Engineers

m/blakesdatafiles/rockycreekranch/travis county update.doc





## LEGACYTEXAS

March 3, 2010

Mr. Joe L. Arriaga  
Senior Planner  
Transportation and Natural Resources  
411 West 13<sup>th</sup> Street, 8<sup>th</sup> Floor  
Austin TX 78767

Re: Rocky Creek Ranch

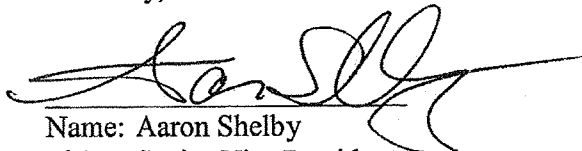
Dear Mr. Arriaga,

When LegacyTexas Bank foreclosed on the Rocky Creek Ranch on July 7, 2009, the following agreements with Kerby Development, LLC or KD Rocky Creek, LP were assumed by the Bank under the Deeds of Trust:

- Amended and Restated Phasing Agreement between Travis County and KD Rocky Creek, LP
- Agreement to Indemnify Travis County
- Construction and Maintenance Agreement Between the State of Texas and The County of Travis for the Turn Lane Improvements within the right-of-way of FM 3238, Hamilton Pool Road
- The Cash Security Agreement with Travis County for the boundary street improvements to FM 3238

In addition, LegacyTexas Bank posted alternative fiscal in the amount of \$210,013.50 on July 30, 2009, for the improvements associated with Rocky Creek Ranch Section I.

Sincerely,



Name: Aaron Shelby  
Title: Senior Vice President

*A wide open range of possibilities*



**LEGACYTEXAS**  
BANK

January 25, 2010

Re: Rocky Creek Ranch

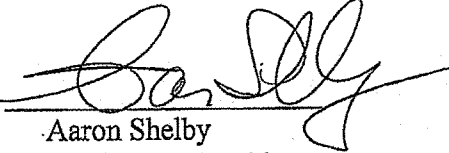
To Whom It May Concern,

Please accept this letter of proof that LegacyTexas Bank is the sole owner of Rocky Creek Ranch and that Blake Magee Company has authorization to act as agent for this property on the Bank's behalf. Should you have any questions, you can contact me at (972)461-4957.

Sincerely,

LEGACYTEXAS BANK

By: \_\_\_\_\_

  
Aaron Shelby  
Senior Vice President

*A wide open range of possibilities*

*\* Copy of Notice  
Sent to the groups.*

Belvedere HOA Management Co.  
Kim Bigley, CMCA  
115 Wild Basin Road, Suite 308  
Austin, Texas 78746

## NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: Rocky Creek Ranch Section 1      Mailing date:  
Project location: Hamilton Pool Road *at Rocky Creek Blvd.*

Please be advised that your neighborhood association is within 1000 feet of a proposed development containing a non-residential land use. The development contains a/an 1.10 acre tract lot 106E that will be used for Future Commercial. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Legacy Texas Bank, Aaron Selby Senior Vice President  
Owner's phone number: 972-461-4957  
Agent's name: Pape-Dawson Engineers, James A. Huffcut Jr., P.E.  
Agent's phone number: 512-454-8711  
Travis County Case Manager: Joe Arriaga  
Case Manager's phone number:

For more information please contact the project's owner, agent or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

AUSTIN TX 78735

Postage	\$ 1.05	0137	
Certified Fee	\$2.80	10	Postmark Here
Return Receipt Fee (Endorsement Required)	\$2.30		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.15	01/28/2010	

Sent To **Travis County Fire Station 37**  
 Street, Apt. No.; **8660 State Hwy., 71 West**  
 or PO Box No.  
 City, State, ZIP+4 **Austin, Texas 78735**

**See Reverse for Instructions**

AUSTIN TX 78737 C I A L U S E

Postage	\$ 1.05	0137
Certified Fee	\$2.80	10
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.15	01/28/2010

Sent To **Wynnrock Area Neighborhood Assn.**  
 Street, Apt. No. **Mr. Greg Galluzzi Acting President**  
 or PO Box No. **9210 Honeycomb Drive**  
 City, State, Zip **Austin, Texas 78737**

**See Reverse for Instructions**

AUSTIN TX 78749 OFFICIAL USE

Postage	\$ 1.05	0137  10 Postmark Here   01/28/2010
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.15	

Sent To \_\_\_\_\_ Austin Monorail Project  
 Street, Apt. No., \_\_\_\_\_ Thomas Denney  
 or P.O. Box No. \_\_\_\_\_ 4906 Barkbridge Trail  
 City, State, ZIP+4 \_\_\_\_\_ Austin, Texas 78744

AUSTIN TX 78738

Postage	\$ 1.05	0137	
Certified Fee	\$2.80	10	Postmark Here
Return Receipt Fee (Endorsement Required)	\$2.30		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.15	01/28/2010	

Sent To **Bee Caves Elementary School**  
 Street, Apt. No., **14300 Hamilton Pool Road**  
 or PO Box No.  
 City, State, ZIP+4 **Bee Caves, Texas 78738**

**See Reverse for Ins**

AUSTIN TX 78734 C I A L U S E

Postage	\$ 1.05	0137
Certified Fee	\$2.80	10
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.15	01/28/2010

Sent To	Travis County E.S.D. No. 6
Street, Apt. No., or PO Box No.	Lake Travis Fire Rescue Headquarters 15304 Pheasant lane
City, State, ZIP+	Lakeway, Texas 78734

See Reverse for Instru

AUSTIN TX 78746

Postage	\$	\$1.05	0137
Certified Fee		\$2.80	10
Return Receipt Fee (Endorsement Required)		\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.15	01/28/2010

Sent To **Belvedere HOA Management Co.**  
Street, Apt. No., **Kim Bigley, CMCA**  
or PO Box No. **115 Wild Basin Road, Suite 308**  
City, State, ZIP+4 **Austin Texas 78746**

7009 1680 0000 0862 5639

**U.S. Postal Service**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.05	0137
Certified Fee	\$2.80	10
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.15	01/28/2010

Sent To	Bee Cave Police Department
Street, Apt. No., or PO Box No.	4000 Galleria Parkway
City, State, ZIP+4	Bee Cave, Texas 78738

PS Form 3800, August 2006

See Reverse for Instructions



## 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 16

March 16, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director, Development Services Division

**SUBJECT: Assignment and Assumption of the Rocky Creek Ranch Contracts**

LegacyTexas Bank has acquired the Rocky Creek Ranch Subdivision, a 157 acres development located in Precinct 3 from the previous developer, Kirby Development LLC and KD Rocky Creek, LP from bankruptcy proceedings. LegacyTexas Bank is now the current owner of this development (see attached letter from bank). As a part of the proceeding, LegacyTexas Bank is to assume the following agreements previously entered into by Kirby Development LLC and KD Rocky Creek, LP that have been approved by the Travis County Commissioners Court during the last 6 years going back to 2004.

#### Wastewater Treatment Plant\*

As part of the development of this subdivision a waste water treatment plant has been proposed to provide service to the residents of the subdivision. According to the agent for the project, Amy Fredrick; the waste water treatment plant is currently being design by the Jones and Carter, Inc engineering firm and has been permitted. The design is 50% complete and anticipate the plans being completed by June 1, 2010.

*In efforts to address the proposed subdivision wastewater needs, the current developer will be subject to the following: Temporary use of a pump and haul system for Rocky Creek Ranch, Section 1(see attached letter from developer) and will be limited to a maximum of 12 months from its commencement date of the proposed treatment plant for the development.*

#### **ISSUES:**

Staff has received several calls from property owners on Hamilton Pool road. The residents inquired about the impacts to the area due to increased traffic by the proposed development and the construction of several new schools, land uses, road improvements to the road, landscape requirements, traffic speed and scenic roadways.

10 MAR 19 2010  
COUNTY JUDGE'S OFFICE  
RECEIVED

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location Map, Final Plat, Letter from Bank,

AB: ja 0210

**TEMPORARAY PUMP AND HAUL WASTEWATER SERVICE FOR "ROCKY CREEK RANCH" SECTION 1 DEVELOPMENT**

March 16, 2010

Mr. Joe Gieselman  
Travis County, Executive Manager, TNR  
411 West 13<sup>th</sup> Street  
11<sup>th</sup> Floor  
Austin, Texas 78701

Re: Authorization of temporary use of pump and haul wastewater service for the Rocky Creek Ranch Section 1 development more particularly described on the **Final Plat**

Dear Mr. Geiselman:

This letter will confirm our recent discussion that LegacyTexas Bank ("Owner") understands and agrees, the County has no objection to the temporary use of a pump and haul system for Section 1 of Rocky Creek Ranch so long as: (i) the pump and haul system is limited to a maximum of (12) months from its commencement date, (ii) the proposed wastewater treatment plant for Rocky Creek Ranch is under active construction, (iii) Travis County MUD No. 16 has approved the proposed pump and haul operation, (iv) the Texas Commission on Environmental Quality has issued a permit for the plant and (v) the Owner or Travis County MUD No. 16 has and/or will enter(ed) into a contract with a licensed hauler. County acknowledges that this agreement only covers the time period before the plant is completed and that periodic pump and haul procedures will be part of the ongoing process for the operation and maintenance of a wastewater treatment plant. Owner shall notify the County in writing when it commences pump and haul operations.

Sincerely,

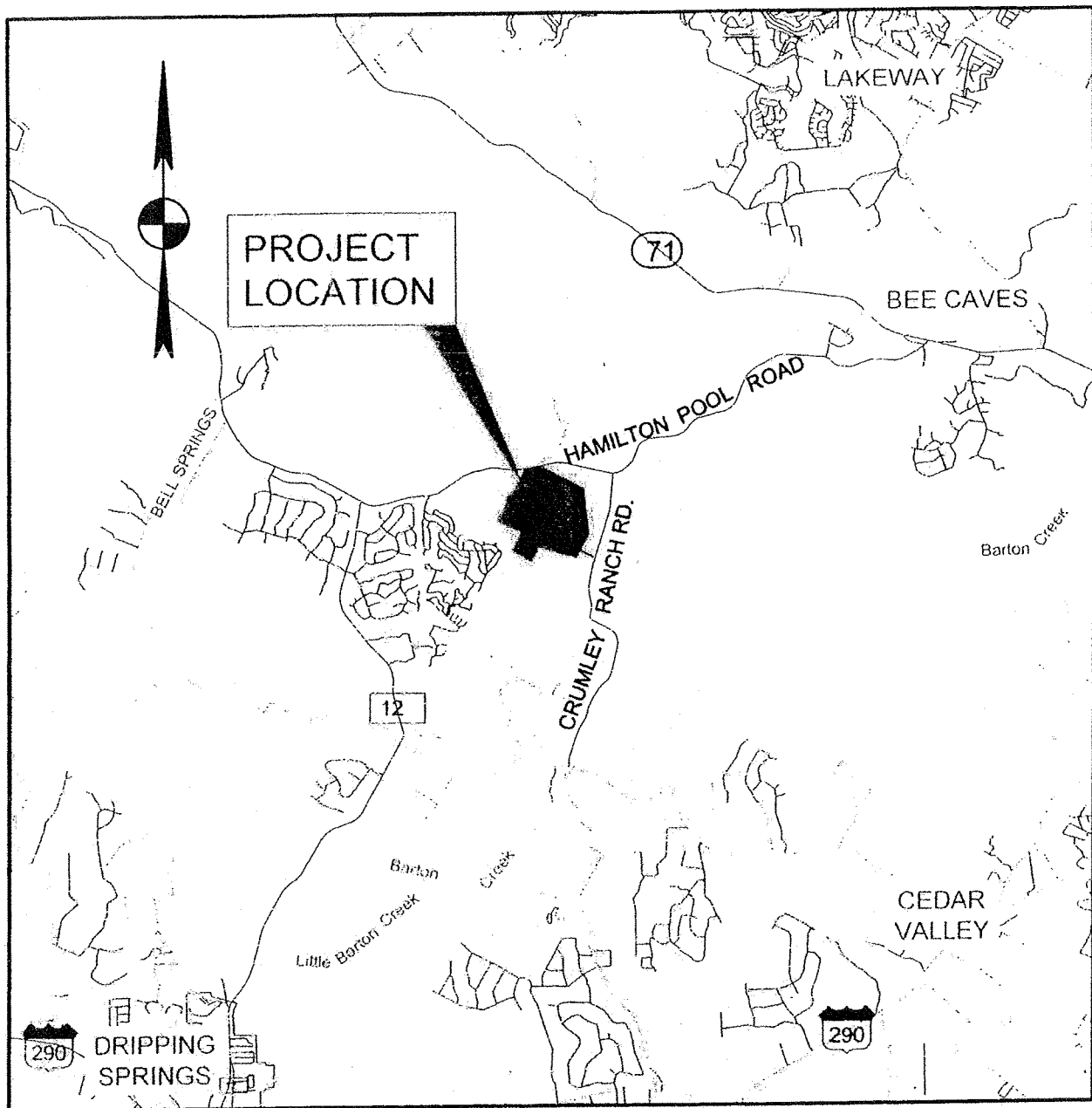
**LEGACYTEXAS BANK**

By: Fred A. Brown  
Name: Fred A. Brown  
Title: EVP

cc: Anna Bowlin  
Brian Carlock  
David Armbrust



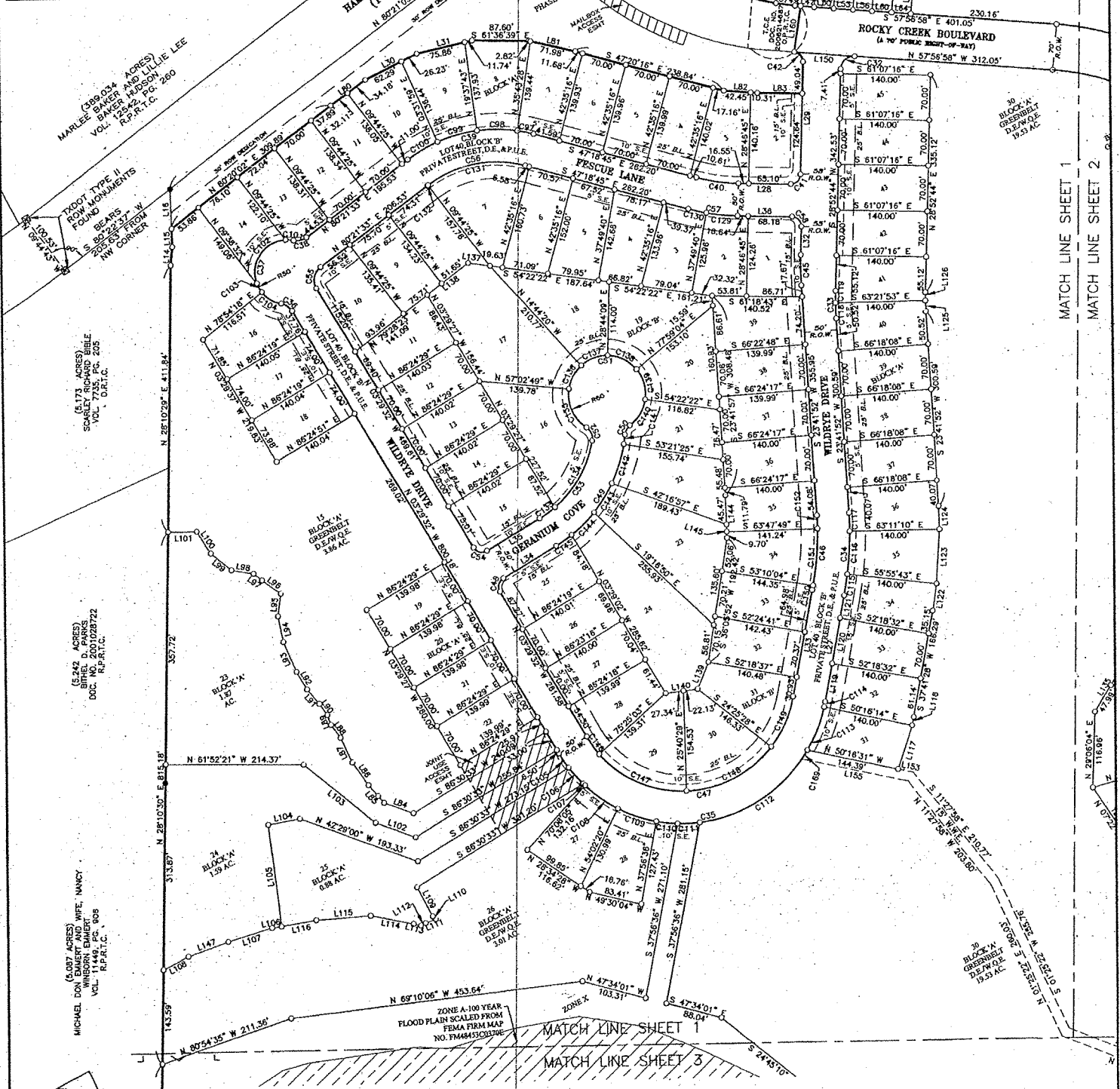
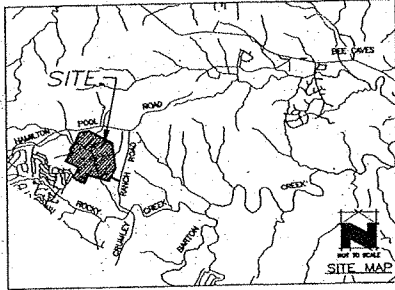




LOCATION MAP  
(N.T.S.)

**ROCKY CREEK RANCH  
PHASE ONE - SECTION ONE**  
*Precinct 3 Map*

# FINAL PLAT OF **ROCKY CREEK RANCH, SECTION 1** 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, TRAVIS COUNTY, TEXAS



## **LEGEND**

●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

## **LEGAL DESCRIPTION**

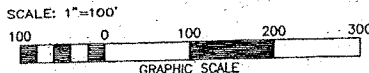
ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING 158.930 ACRES OUT OF THE JOHN MOAT SURVEY, ABSTRACT NO. 422, SITUATED IN TRAVIS COUNTY, TEXAS, DESCRIBED AS A PORTION OF THAT 260.3923 ACRE TRACT, AND A PORTION OF THAT 3.0382 ACRE TRACT IN DOCUMENT NO. 2009117261, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



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 (512) 930-1800/(512) 930-9388 fax  
 www.castleberrysurveying.com

SHEET

1 OF 6



Base Line Basis:  
 Texas State Plane Coordinate System  
 (Central Zone)  
 NAD 83(93)



## EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This Agreement is made and entered into by and between LegacyTexas Bank, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Rocky Creek Ranch Section 1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

### I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

## II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.



7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

\_\_\_\_\_  
County Judge

Date:

By: LegacyTexas Bank

By: 

Printed Name: Aaron Shelby

Title: Senior Vice President

Authorized Representative

Date: 1-25-10

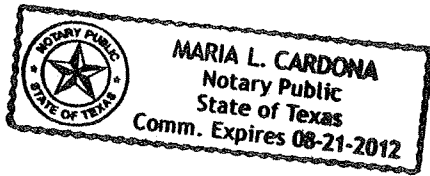
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF

Dallas

This instrument was acknowledged before me on the 25 day of January by Haron Shelby, in the capacity stated herein.



Signature of Notary

*[Handwritten Signature]*

After Recording Return to:

Executive Manager, Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

## EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

**EXHIBIT A**

**PROPERTY DESCRIPTION**

See attached.

10.0036 Acres Tract 4  
 11.7981 Acres Tract 5  
 Page 1 of 3

John Moat Survey No. 422  
 Job No. 04544.80  
 May 30, 2006

Tract 4 and 5

STATE OF TEXAS  
 COUNTY OF TRAVIS

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FIELDNOTE DESCRIPTION of two tracts or parcels of land containing 10.0036 acres (Tract 4) and 11.7981 acres (Tract 5), both situated in the John Moat Survey No. 422, Travis County, Texas, Tract 4 being a portion of that 182.967 acre tract conveyed to McHargue Family II, Ltd. described in a deed recorded in Document No. 2004226844 of the Official Public Records of Travis County, Texas, and both tracts being a portion of that 281.779 acre tract conveyed to McHargue Family II, Ltd. described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records (McHargue Development, Ltd. having had its name changed to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 6, 2004), and being portions of that 506.85 acre tract (Tract No. 1) as described in a deed recorded in Volume 9898, Page 275 of the Deed Records of Travis County, Texas, referred to in the deed recorded in Document No. 2003259081 (65% interest to McHargue Development, Ltd.) and the deed recorded in Document No. 2003295110 (35% interest to Rebecca McHargue Hudson) all in the Official Public Records of Travis County, Texas, the herein described 10.0036 acre tract (Tract 4) and the 11.7981 acre tract (Tract 5) are the same tracts conveyed to Rocky Creek Wastewater Utility L.P. by the deed recorded in Document No. 2005207065 of the said Official Public Record and are more particularly described by metes and bounds as follows:

10.0036 Acres (Tract 4)

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 506.85 acre tract described as being Tract No. 1 in the deed recorded in Volume 9898 Page 275 of the Deed Records of Travis County, Texas and that 281.779 acre tract conveyed to McHargue Family II, Ltd. by the deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004), being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by the deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the 506.85 acre tract, the 281.779 acre tract and the 57.70 acre tract, 1455.23 feet to a ½" iron rod found with a plastic cap for a southwest corner of the said 182.967 acre tract and 281.779 acre tract,

THENCE, leaving the northerly line of said 57.70 acre tract, across said 506.85 acre tract, with the common westerly line of said 281.779 acre tract and easterly line of said 182.967 acre tract, with the following three (3) courses;

- 1) N07°35'06"W, 402.37 feet to a ½" iron rod found with a plastic cap;

10.0036 Acres Tract 4  
11.7981 Acres Tract 5  
Page 2 of 3

John Moat Survey No. 422  
Job No. 04544.80  
May 30, 2006

- 2) N79°35'44"E, 306.17 feet to a ½" iron rod found with a plastic cap;
- 3) N12°38'44"W, 492.20 feet to a ½" iron rod found with a plastic cap for the POINT OF BEGINNING of the herein described tract (Tract 4);

THENCE, continuing across said 506.85 acre tract and with the said common line, for the following three (3) courses:

- 1) N37°16'31"W, at 123.96 feet pass a ½" iron rod found with a plastic cap for an angle point in said common line, at 194.13 feet pass a ½" iron rod found with a plastic cap for an angle point in said common line, for a total distance of 350.47 feet to a ½" iron rod found with a plastic cap for an angle point in said common line;
- 2) N13°48'22"W, 200.32 feet to a ½" iron rod found with a plastic cap;
- 3) N06°01'47"W, 455.55 feet to a ½" iron rod found with a plastic cap for the southwest corner of the herein described tract;

THENCE, leaving the easterly line of said 182.967 acre tract, crossing the said 281.779 acre tract and the said 506.85 acre tract, with the following three (3) courses;

- 1) N77°51'49"E, 490.83 feet to a ½" iron found with a plastic cap for the most northerly corner of the herein described tract;
- 2) S04°51'48"E, at 835.79 feet pass a northerly line of the said 182.967 acre tract, at 900.20 feet pass a southerly line of the said 182.967 acre tract, for a total distance of 1051.97 feet to a ½" iron found with a plastic cap for the most easterly corner of the herein described tract;
- 3) N85°56'13"W, 261.79 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 10.0036 acres of land area for Tract 4;

#### 11.7981 Acres (Tract 5)

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 506.85 acre tract described as being Tract No. 1 in the deed recorded in Volume 9898 Page 275 of the Deed Records of Travis County, Texas and that 281.779 acre tract conveyed to McHargue Family II, Ltd. by the deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004), being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by the deed recorded in Volume 3227, Page 352 of the said Deed Records;

10.0036 Acres Tract 4  
11.7981 Acres Tract 5  
Page 3 of 3

John Moat Survey No. 422  
Job No. 04544.80  
May 30, 2006

THENCE, N23°42'25"W, crossing through the said 281.779 acre tract, a distance of 64.88 feet to a ½" iron found with a plastic cap for the POINT OF BEGINNING of the herein described (Tract 5);

THENCE, continuing across said 281.779 acre tract with the following six (6) courses;

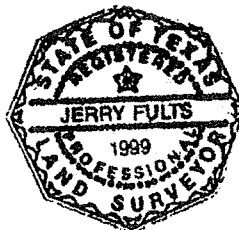
- 1) N74°06'58"W, 1138.45 feet to a ½" iron rod found with a plastic cap for the southwest corner of the herein described tract;
- 2) N05°51'35"E, 527.77 feet to a ½" iron found with a plastic cap for the northwest corner of the herein described tract;
- 3) S68°35'55"E, 876.38 feet to a ½" iron found with a plastic cap;
- 4) S37°27'43"E, 184.92 feet to a ½" iron found with a plastic cap;
- 5) S51°18'49"E, 281.22 feet to a ½" iron found with a plastic cap for the northeast corner of the herein described tract;
- 6) S28°48'39"W, 221.69 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 11.7981 acres of land area for Tract 5.

Note: "½" iron rod found with plastic cap" denotes a ¼" iron rod found, with plastic cap stamped "Capital Surveying Company, Inc.", unless otherwise noted.

The bearing basis for these fieldnotes is the grid bearings of Texas State Plane Coordinate System Central Zone NAD83/93 Datum.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of May, 2006.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas



Tract 6  
122.4815 Acres  
Page 1 of 3

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80  
September 12,

2006

**TRACT 6**

STATE OF TEXAS

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COUNTY OF TRAVIS

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 122.4815 acres situated in the John Moat Survey No. 422, and the Samuel Wildy Survey No. 528, and being a portion of a 182.967 acre tract conveyed to McHargue Family II, Ltd. described in a deed recorded in Document No. 2004226844 in the Official Public Records of Travis County, Texas, and is the same 122.4815 acre tract conveyed to Rocky Creek Wastewater Utility, L.P. by the deed recorded in Document No. 2005207065 of the said Official Public Records and is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 506.85 acre tract described as being Tract No. 1 in the deed recorded in Volume 9898 Page 275 of the Deed Records of Travis County, Texas and that 281.779 acre tract conveyed to McHargue Family II, Ltd. by the deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004), being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by the deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the 218.779 acre tract and the 57.70 acre tract, 1455.23 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the southwest corner of said 281.779 acre tract and the most easterly southeast corner of the 182.967 acre tract;

THENCE, N27°16'40"W, leaving the northerly line of said 57.70 acre tract, across the 182.967 acre tract, 410.54 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing across said 182.967 acre tract, for the following seventeen (17) courses:

- 1) S89°32'33"W, 708.89 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found for the northwest corner of the said 57.70 acre tract and an interior corner of the said 182.967 acre tract bears S24°28'26"E, 131.23 feet;
- 2) S25°36'10"W, 267.82 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 3) S60°58'49"W, 817.04 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);

Tract 6  
122.4815 Acres  
Page 2 of 3

2006

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80  
September 12,

- 4) N62°31'21"W, 667.15 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found for a southwest corner of the 182.967 acre tract and the northeast corner of Lot 21, Block A, Valley Lake Hills, Section One, a subdivision recorded in Book 48, Page 45 of the Plat Records of Travis County, Texas and the most southerly corner of that 27.29 acre tract, described as Tract 2, conveyed to Beth Spivy by deed recorded in Volume 12585 Page 824 of the said Deed Records bears S72°49'34"W, 71.15 feet;
- 5) N28°10'30"E, 958.73 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 6) N28°47'31"E, 282.61 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found for an interior corner of the said 182.967 acre tract and the northeast corner of the said 27.29 acre tract bears S88°04'50"W, 58.16 feet;
- 7) N66°27'35"W, 165.03 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 8) N64°12'59"W, 1118.75 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 9) N64°45'59"W, 334.17 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a fence corner post found for the northwest corner of the said 27.29 acre tract, being an east corner of the remainder of that 58.14 acre tract conveyed to Abdul Rahman Saati by deed recorded in Volume 8139, Page 823 of the said Deed Records and is the south corner of that 29.067 acre tract conveyed to Abdul Rahman Saati by deed recorded in Volume 13397, Page 501 of the said Deed Records bears S71°00'39"W, 35.85 feet;
- 10) N26°47'18"E, 1243.00 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found for the most easterly corner of the said 29.067 acre tract bears S87°01'23"W, 28.80 feet;
- 11) N32°44'33"W, 157.44 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 12) N30°39'12"E, 61.25 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 13) N79°58'41"E, 536.62 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 14) S67°27'59"E, 395.10 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);

Tract 6  
122.4815 Acres  
Page 3 of 3

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80  
September 12,

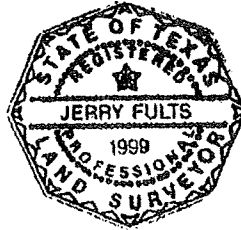
2006

- 16) S45°26'36"E, 1076.38 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 16) S34°31'54"E, 710.31 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 17) S17°50'08"E, 1416.45 feet to the POINT OF BEGINNIG AND CONTAINING within these metes and bounds 122.4815 acres of land area.

The bearing basis for these fieldnotes is the grid bearings of Texas State Plane Coordinate System Central Zone NAD83/93 Datum.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 12th day of September, 2006.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2009 Jul 13 02:35 PM 2009117260

HAYWOODK \$52.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

Return to:

Land Records of Texas  
1525 W. Walnut Hill Ln.  
Suite 300

Irving, Texas 75038-3702

Attn: Jennifer Zuckman

**EXHIBIT A**

**PROPERTY DESCRIPTION**

See attached.

EXHIBIT "A"

TRACT 1

A 1/6<sup>th</sup> undivided interest in all of that certain tract or parcel of land containing 3.0382 acres, more or less, situated in the John Moat Survey No. 422, Travis County, Texas, such 3.0382 acre tract being more particularly described as follows:

TRACT 1  
3.0382 Acres  
Directors Lot  
T. C. MUD #16

John Moat Survey No. 422  
May 30, 2006  
04544.80  
Page 1 of 3

TRACT 1

STATE OF TEXAS §

COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 3.0382 acre tract out of the John Moat Survey No. 422, Travis County, Texas, being a portion of that 506.85 acre tract, described as Tract 1, conveyed to McHargue Development, Ltd. (65% interest) by deed recorded in Document No. 2003259081 of the Official Public Records of Travis County and Rebecca McHargue Hudson (35% interest) by deed recorded in Document No. 2003295110 of the said Official Public Records, and as further described in Volume 9898, Page 775 of the Deed Records of Travis County, Texas; the 3.0382 acres being conveyed in 1/6<sup>th</sup> undivided interests to the following people: Nancy Lenoir (Document No. 2004145685), Fran Ramsey (Document No. 2004145687), Bobbie Beal (Document No. 2004145689), Sally Fowler (Document No. 2004145691) and Gay Adams (Document No. 2004145693) all of the Official Public Records of Travis County, Texas, the said 3.0382 acre tract being more particularly described as follows:

COMMENCING at a 1/4" iron rod found for the northwest corner of the said 506.85 acre tract, being the northeast corner of that 5.173 acre tract conveyed to Richard Bible by deed recorded in Volume 10480, Page 694 of the said Deed Records and a point on the southerly right-of-way line of State Highway RM 3238 (Hamilton Pool Road, 100' wide), from which a 1/4" iron rod found for the most northerly corner of the aforesaid 506.85 acre tract, being a westerly corner of those certain tracts, described as Tracts 1 through 6, conveyed to Robert Allee Ayers and Vern Patricia Ayers Bowen by deed recorded in Volume 11364, Page 48 of the said Deed Records and being on the said southerly right-of-way line of Hamilton Pool Road, bears N80°16'41"E, 947.08 feet;

THENCE, leaving the southerly right-of-way line of Hamilton Pool Road, with the common line between the 506.85 acre tract and the 5.173 acre tract, for a distance of 61.56 feet to a 1/4" iron rod set for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the east line of the said 5.173 acre tract, across the said 506.85 acre tract, for the following fifteen (15) courses;

- 1) N80°15'34"E, 69.89 feet to a 1/4" iron rod found\* for corner;
- 2) S09°44'26"E, 127.34 feet to a 1/4" iron rod found\* for the point of curvature of a non-tangent curve to the left;
- 3) With the said curve to the left having a central angle of 57°53'11", a radius of 50.00 feet, a chord distance of 48.39 feet (chord bears S10°10'38"W), for an arc distance of 50.52 feet to a 1/4" iron rod found\* for corner;

TRACT 1  
3.0382 Acres  
Directors Lot  
T. C. MUD #16

John Moat Survey No. 422  
May 30, 2006  
04544.80  
Page 2 of 3

- 4) S71°14'03"W, 120.96 feet to a ½" iron rod found\* for corner;
- 5) S03°35'31"E, 771.87 feet to a ½" iron rod found\* for the southeast corner of the herein described tract;
- 6) S86°24'29"W, 99.90 feet to a ½" iron rod found\* for corner;
- 7) N42°35'04"W, 47.88 feet to a ½" iron rod found\* for corner;
- 8) N12°05'08"W, 80.82 feet to a ½" iron rod found\* for corner;
- 9) N00°12'25"W, 66.04 feet to a ½" iron rod found\* for corner;
- 10) N06°20'08"W, 98.41 feet to a ½" iron rod found\* for corner;
- 11) N06°16'51"E, 67.35 feet to a ½" iron rod found\* for corner;
- 12) N22°53'41"E, 61.87 feet to a ½" iron rod found\* for corner;
- 13) N36°02'04"W, 97.25 feet to a ½" iron rod found\* for corner;
- 14) N09°30'30"W, 62.62 feet to a ½" iron rod found\* for corner;
- 15) N62°32'24"W, 46.85 feet to a ½" iron rod found\* on the aforesaid west line of the 506.85 acre tract, same being the east line of that 5.242 acre tract conveyed to Bithel D. Parks by deed recorded in Document No. 2001028722 of the Official Public Records of Travis County, Texas, from which a ½" iron rod found for an angle point on the west line of the said 506.85 acre tract bears S28°10'36"W, at a distance of 387.26 feet pass a 17" Live Oak found 2.0 feet to the left for a fence corner marking the southeast corner of the said 5.242 acre tract, being the northeast corner of that 5.087 acre tract conveyed to Michael D. Emmert and Nancy W. Emmert by deed recorded in Volume 11449, Page 906 of the said Deed Records, at 886.06 feet pass a ½" iron rod found 0.53 feet to the right, for a total distance of 1193.20 feet to a ½" iron rod found for the southeast corner of the aforesaid 5.087 acre tract;

THENCE, N28°10'36"E, with the west line of the said 506.85 acre tract, at a distance of 100.65 feet pass a ½" iron rod found 0.18 feet to the right for the northeast corner of the said 5.242 acre tract, being the southeast corner of the aforesaid 5.173 acre tract, for a total distance of 411.85 feet to a ½" iron rod found\* for corner;

THENCE, with the common line between the said 506.85 acre tract and the said 5.173 acre tract, for the following two (2) courses:

- 1) N32°39'34"E, 28.59 feet to a ½" iron rod found\* for corner;

TRACT 1  
3.0382 Acres  
Directors Lot  
T. C. MUD #16

John Moat Survey No. 422  
May 30, 2006  
04544.80  
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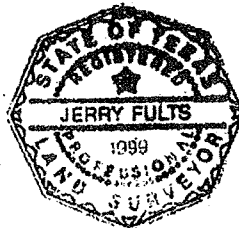
2) N25°27'34"E, 28.40 feet to the POINT OF BEGINNING, CONTAINING within these meets and bounds 3.0382 acres of land area.

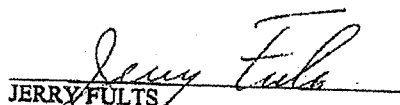
"1/2" iron rod found\*" denotes a 1/2" iron rod found, with plastic cap marked "Capital Surveying Co., Inc."

Bearing Basis is the Texas State Plane Coordinate System, Central Zone, NAD 83.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 30th day of May, 2006.



  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999

Tract 2 -- Part 1  
49.7533 Acres  
Page 1 of 7

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80

Tract 2 -- Part 1

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

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FIELDNOTE DESCRIPTION of a tract or parcel of land containing 49.7533 acres situated in the John Moat Survey No. 422 and the Samuel Wildy Survey No. 528, Travis County, Texas, being a portion of that 182.967 acre tract conveyed to McHargue Family II, LTD by the deed recorded in Document No. 2004226844 of the Official Public Records of Travis County, Texas, and being portions of that 506.85 acre tract (Tract No. 1) as described in a deed recorded in Volume 9898, Page 275 of the Deed Records of Travis County, Texas, referred to in the deed recorded in Document No. 2003259081 (65% interest to McHargue Development, Ltd.) and the deed recorded in Document No. 2003295110 (35% interest to Rebecca McHargue Hudson) all in the Official Public Records of Travis County, Texas, the said 49.7533 acre tract being all of the 182.2348 acres described below, save and except the 132.4815 acre tract described below, being all of that 122.4815 acre tract conveyed to Rocky Creek Wastewater Utility, L.P. by the deed recorded in Document No. 2005207065 of the said Official Public Records and all of that 10.00 acre tract conveyed to Rebecca Hudson by the deed recorded in Document No. 2005207063 of the said Official Public Record, the herein described tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1/2" iron rod found for the most easterly southeast corner of said 506.85 acre tract and that 281.779 acre tract conveyed to McHargue Family II, Ltd. by the deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004), being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by the deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the 506.85 acre tract, the 281.779 acre tract and the 57.70 acre tract, 1455.23 feet to a 1/2" iron rod found with a plastic cap for a southwest corner of the aforesaid 182.967 acre tract and 281.779 acre tract, being the POINT OF BEGINNING of the herein described 182.2348 acre tract;

THENCE, with the common line between the said 506.85 acre tract, the 182.967 acre tract and the 57.70 acre tract, for the following two (2) courses:

- 1) N74°06'58"W, 876.11 feet to a 1/2" iron rod found for the most northerly corner of the said 57.70 acre tract;
- 2) S25°10'05"W, 918.83 feet to a 1/2" iron found for the most southerly corner of the 182.967 acre tract and the 506.85 acre tract, being the most



Tract 2 - Part 1  
49.7533 Acres  
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John Moat Survey No. 422  
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westerly corner of the said 57.70 acre tract, being also a point on the north line of those five tracts conveyed to Elmer Odean Puryear and Alice Mae Puryear, as Trustees of the Puryear Living Trust, by the deed recorded in Volume 13051, Page 50 of the said Deed Records;

THENCE, N62°31'21"W, leaving the west line of the said 57.70 acre tract, with the common line between the said 182.967 acre tract, the 506.85 acre tract and the above said "Five Tracts", 1300.36 feet to a ½" iron rod found for a southwest corner of the 506.85 acre tract and 182.967 acre tract, being the northeast corner of Lot 21, Block 'A', Valley Lake Hills, Section One, a subdivision recorded in Book 48, Page 45 of the Plat Records of Travis County, Texas and the most southerly corner of that 27.29 acre tract, described as Tract 2, conveyed to Beth Spivy by the deed recorded in Volume 12585, Page 824 of the said Deed Records;

THENCE, with the common line between the said 182.967 acre tract, the 506.85 acre tract and the 27.29 acre tract, for the following five (5) courses:

- 1) N28°10'30"E, 1009.62 feet to a ½" iron rod found with a plastic cap for corner;
- 2) N28°47'31"E, 253.17 feet to a ½" iron rod found for the northeast corner of the said 27.29 acre tract;
- 3) N66°27'35"W, 113.01 feet to a ½" iron rod found for corner;
- 4) N64°12'59"W, 1119.12 feet to a cotton gin spindle found with a plastic cap (stamped Capital Surveying Co., Inc.) for corner;
- 5) N64°45'59"W, 359.74 feet to a fence corner post for the northwest corner of the said 27.29 acre tract, being an east corner of the remainder of that 58.14 acre tract conveyed to Abdul Rahman Saati by the deed recorded in Volume 8139, Page 823 of the said Deed Records and the south corner of that 29.067 acre tract conveyed to Abdul Rahman Saati by the deed recorded in Volume 13397, Page 501 of the said Deed Records;

THENCE, leaving the north line of the said 27.29 acre tract, with the common line between the said 182.967 acre tract, the 506.85 acre tract and the 29.067 acre tract, for the following two (2) courses:

- 1) N26°47'18"E, 1254.39 feet to a ½" iron rod found for a corner;
- 2) N32°44'33"W, 158.58 feet to a fence corner found for the south corner of that 6.302 acre tract conveyed to Michael D. Emmert and Nancy W. Emmert by the deed recorded in Document No. 2002028865 of the Official Public Records of Travis County, Texas;

Tract 2 – Part 1  
49.7533 Acres  
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John Most Survey No. 422  
Samuel Wildy Survey No. 528  
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THENCE, N30°39'12"E, leaving the northeast line of the said 29.067 acre tract, with the common line between the said 182.967 acre tract, the 506.85 acre tract and the 6.302 acre tract, 357.67 feet to a ½" iron rod found for a northeast corner of the said 6.302 acre tract and an angle point on the south line of that 5.087 acre tract conveyed to Michael D. Emmert and Nancy W. Emmert by the deed recorded in Volume 11449, Page 906 of the said Deed Records;

THENCE, with the common line between the said 182.967 acre tract, the 506.85 acre tract and the 5.087 acre tract, for the following three (3) courses;

- 1) S87°20'57"E, 66.22 feet to a found fence corner;
- 2) N01°07'07"E, 49.43 feet to a found fence corner;
- 3) N86°22'15"E, 113.30 feet to a ½" iron rod found for the southeast corner of the said 5.087 acre tract;

THENCE, N28°10'36"E, continuing with the westerly line of the said 182.967 acre tract and the 506.85 acre tract, being the east line of the said 5.087 acre tract, at a distance of 206.48 pass a ½" iron rod found 0.53 feet at right angles to the northwest, for a total distance of 277.35 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.);

THENCE, leaving the westerly line of the 506.85 acre tract and crossing through said tract with the following nineteen (19) courses;

- 1) S80°54'29"E, 211.36 feet to a ½" iron rod found with a plastic cap;
- 2) S69°10'00"E, 453.64 feet to a ½" iron rod found with a plastic cap;
- 3) S47°33'55"E, 224.45 feet to a ½" iron rod found with a plastic cap;
- 4) S24°45'04"E, 265.52 feet to a ½" iron rod found with a plastic cap;
- 5) N14°46'44"E, 434.77 feet to a ½" iron rod found with a plastic cap on a curve to the left;
- 6) With the said curve to the left, having a central angle of 40°37'05", a radius of 50.00 feet, a long chord of 34.71 feet (chord bears N86°43'38"E), for an arc distance of 35.45 feet to a ½" iron rod found with a plastic cap;
- 7) S14°46'44"W, 485.51 feet to a ½" iron rod found with a plastic cap;
- 8) S24°45'04"E, 11.40 feet to a ½" iron rod found with a plastic cap;

Tract 2 – Part 1  
49.7533 Acres  
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John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
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- 9) S61°57'13"E, 574.62 feet to a ½" iron rod found with a plastic cap;
- 10) N43°40'02"E, 144.30 feet to a ½" iron rod found with a plastic cap;
- 11) N01°46'57"W, 241.62 feet to a ½" iron rod found with a plastic cap on a curve to the left;
- 12) With the said curve to the left, having a central angle of 32°02'20", a radius of 60.00 feet, a long chord of 33.12 feet (chord bears S86°59'43"E), for an arc distance of 33.55 feet to a ½" iron rod found with a plastic cap;
- 13) S01°46'57"E, 248.47 feet to a ½" iron rod found with a plastic cap;
- 14) S43°40'02"W, 152.69 feet to a ½" iron rod found with a plastic cap;
- 15) S61°57'13"E, 285.81 feet to a ½" iron rod found with a plastic cap;
- 16) S38°18'31"E, 195.74 feet to a ½" iron rod found with a plastic cap;
- 17) S22°18'01"E, 633.11 feet to a ½" iron rod found with a plastic cap;
- 18) S06°01'47"E, 455.55 feet to a ½" iron rod found with a plastic cap;
- 19) S13°48'22"E, 200.32 feet to a ½" iron rod found with a plastic cap;

THENCE, S37°16'31"E, at 156.33 feet passing an interior corner and at 226.51 feet passing another interior corner of the 182.967 acre tract, for a total distance of 350.47 feet to a ½" iron rod found with a plastic cap;

THENCE, continuing along the said northeast line of the 182.976 acre tract with the following three (3) courses;

- 1) S12°38'44"E, 492.20 feet to a ½" iron rod found with a plastic cap;
- 2) S79°35'44"W, 306.17 feet to a ½" iron rod found with a plastic cap;
- 3) S07°35'06"E, 402.37 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 182.2348 acres of land area, SAVE AND EXCEPT the following 132.4815 acres;

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 506.85 acre tract described as being Tract No. 1 in deed recorded in Volume 9898 Page 275 of the Deed Records of Travis County, Texas and that 281.779 acre tract conveyed to McHargue Family II, Ltd. by deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name

Tract 2 – Part I  
49.7533 Acres  
Page 5 of 7

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80

change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004), being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the 506.85 acre tract, the 281.779 acre tract and the 57.70 acre tract, 1455.23 feet to a ½" iron rod found with a plastic cap for a southwest corner of the aforesaid 182.967 acre tract;

THENCE, N27°16'40"W, leaving the northerly line of said 57.70 acre tract, across the 182.967 acre tract, 410.54 feet to a ½" iron rod found with a plastic cap for the most easterly corner of the aforesaid 122.4815 acre tract and the POINT OF BEGINNING of the herein described 132.4815 acre tract;

THENCE, continuing across said 182.967 acre tract, along the boundary of the 122.4815 acre tract for the following fifteen (15) courses:

- 1) S89°32'33"W, 708.89 feet to a ½" iron rod found with a plastic cap, from which a ½" iron rod found for the northwest corner of the said 57.70 acre tract and an interior corner of the said 182.967 acre tract bears S24°28'26"E, 131.23 feet;
- 2) S25°36'10"W, 267.28 feet to a ½" iron found with a plastic cap;
- 3) S60°58'49"W, 817.04 feet to a ½" iron found with a plastic cap;
- 4) N62°31'21"W, 667.15 feet to a ½" iron found with a plastic cap, from which a ½" iron rod found for a southwest corner of the 182.967 acre tract, the northeast corner of Lot 21, Block A, Valley Lake Hills, Section One, a subdivision recorded in Book 48, Page 45 of the Plat Records of Travis County, Texas and the most southerly corner of that 27.29 acre tract, described as Tract 2, conveyed to Beth Spivy by deed recorded in Volume 12585 Page 824 of the said Deed Records, bears S72°49'34"W, 71.15 feet;
- 5) N28°10'30"E, 958.73 feet to a ½" iron found with a plastic cap;
- 6) N28°47'31"E, 282.61 feet to a ½" iron found with a plastic cap, from which a ½" iron rod found for an interior corner of the said 182.967 acre tract and the northeast corner of the said 27.29 acre tract bears S88°04'50"W, 58.16 feet;
- 7) N66°27'35"W, 165.03 feet to a ½" iron found with a plastic cap;

Tract 2 – Part 1  
49.7533 Acres  
Page 6 of 7

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80

- 8) N64°12'59"W, 1118.75 feet to a ½" iron found with a plastic cap;
- 9) N64°45'59"W, 334.17 feet to a ½" iron found with a plastic cap, from which a fence corner post found for the northwest corner of the said 27.29 acre tract, being an east corner of the remainder of that 58.14 acre tract conveyed to Abdul Rahman Saati by deed recorded in Volume 8139, Page 823 of the said Deed Records and is the south corner of that 29.067 acre tract conveyed to Abdul Rahman Saati by deed recorded in Volume 13397, Page 501 of the said Deed Records bears S71°00'33"W, 35.75 feet;
- 10) N26°47'18"E, 1243.00 feet to a ½" iron found with a plastic cap, from which a ½" iron rod found for the most easterly corner of the said 29.067 acre tract bears S87°01'33"W, 28.80 feet;
- 11) N32°44'33"W, 157.44 feet to a ½" iron found with a plastic cap;
- 12) N30°39'12"E, 61.25 feet to a ½" iron found with a plastic cap;
- 13) N79°58'41"E, 536.62 feet to a ½" iron found with a plastic cap;
- 14) S67°27'59"E, 395.10 feet to a ½" iron found with a plastic cap;
- 15) S45°26'36"E, 1076.38 feet to a ½" iron found with a plastic cap for the most westerly corner of the above said 10.00 acre Rebecca Hudson tract;

THENCE, leaving the northeast line of the 122.4815 acre tract and along the boundary of the 10.00 acre Rebecca Hudson tract with the following five (5) courses:

- 1) N25°34'04"E, 471.88 feet to a ½" iron rod found with a plastic cap;
- 2) S61°57'13"E, 309.92 feet to a ½" iron rod found with a plastic cap;
- 3) S38°18'31"E, 186.00 feet to a ½" iron rod found with a plastic cap;
- 4) S22°18'00"E, 496.11 feet to a ½" iron rod found with a plastic cap;
- 5) S55°28'07"W, 458.95 feet to a ½" iron rod found with a plastic cap for the southerly corner of the 10.00 acre Rebecca Hudson tract and an angle point in the said northeast line of the 122.4815 acre tract;

THENCE, S17°50'08"E, 1416.45 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 132.4815 acres of land area, SAVED AND EXCEPTED from the 182.2348 acres, for a net area of 49.7533 acres.

Note: "½" iron rod found with plastic cap" denotes a ½" iron rod found, with plastic cap stamped "Capital Surveying Company, Inc.", unless otherwise noted.

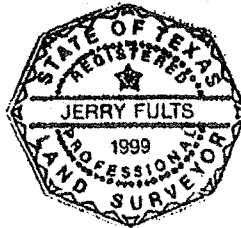
Tract 2 - Part 1  
49.7533 Acres  
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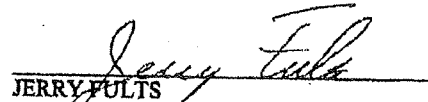
John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80

The bearing basis for these fieldnotes is the grid bearings of Texas State Plane Coordinate System Central Zone NAD83/93 Datum.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 12th day of September, 2006.



  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

Tract 2 Part 2  
0.2578 Acre  
Page 1 of 2

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80  
May 30, 2006

**TRACT 2, PART 2**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

**FIELDNOTE DESCRIPTION** of a tract or parcel of land containing 0.2578 acre situated in the John Moat Survey No. 422, and the Samuel Wildy Survey No. 528, and being a portion of a 182.967 acre tract conveyed to McHargue Family II, Ltd. described in a deed recorded in Document No. 2004226844 in the Official Public Records of Travis County, Texas, the herein described 0.2578 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 281.779 acre tract (Exhibit "C") conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the Deed Records of Travis County, Texas and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the 281.779 acre tract and the 57.70 acre tract, 1455.23 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the southwest corner of said 281.779 acre tract and the most easterly southeast corner of the 182.967 acre tract;

THENCE, leaving the northerly line of said 57.70 acre tract, with the common westerly line of said 281.779 acre tract and easterly line of said 182.967 acre tract with the following three (3) courses;

- 1) N07°35'06"W, 402.37 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 2) N79°35'44"E, 306.17 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 3) N12°38'44"W, 492.20 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) for the southwest corner of that 10.036 acre tract conveyed to Rocky Creek Wastewater Utility, L.P. by the deed recorded in document No. 2005207065 of the said Official Public Records;

THENCE, leaving the said common line and crossing the 281.779 acre tract along the south and east line of the 10.036 acre tract with the following two (2) courses:

- 1) S85°56'13"E, 261.79 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 2) N04°51'48"W, 151.95 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.); for the POINT OF BEGINNING of the herein described tract, and is the intersection of the said east line of the 10.036 acre tract with the common line between the 182.967 acre tract; and the 281.779 acre tract;

Tract 2 Part 2  
0.2578 Acre  
Page 2 of 2

John Moat Survey No. 422  
Samuel Wildy Survey No. 528  
Job No. 04544.80  
May 30, 2006

THENCE, N04°51'48"W, with the east line of the 10.036 acre tract crossing through the 182.967 acre tract 64.23 feet to a 1/2" iron found with a plastic cap (stamped Capital Surveying Co., Inc.); at the intersection of the east line of the 10.036 acre tract with the above said common line between the 182.967 acre tract and the 281.779 acre tract;

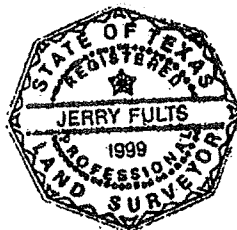
THENCE, leaving the east line of the 10.036 acre tract and following the above said common line with the following four (4) courses:

- 1) N66°14'07"E, 164.12 feet to a 1/2" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) on a curve to the left;
- 2) With the said curve to the left having a central angle of 11°43'03", a radius of 325.00 feet, a long chord of 66.35 feet (chord bears S17°54'22"E) for an arc distance of 66.46 feet to a 1/2" iron found with a plastic cap (stamped Capital Surveying Co., Inc.)
- 3) S66°14'07"W, 161.78 feet to a 1/2" iron found with a plastic cap (stamped Capital Surveying Co., Inc.);
- 4) S83°57'34"W, 17.19 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 0.2578 acres of land area.

The bearing basis for these fieldnotes is the grid bearings of Texas State Plane Coordinate System Central Zone NAD 83/93 Datum.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of May, 2006.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas



Tract 3  
260.3923 Acres  
Page 1 of 8

John Moat Survey No. 422  
W. M. Bounds Survey No. 528  
Job No. 04544.80  
September 12, 2006

Tract 3

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

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FIELDNOTE DESCRIPTION of a tract or parcel of land containing 260.3923 acres situated in the John Moat Survey No. 422 and the W.M. Bounds Survey No. 528; Travis County, Texas being a portion of that 281.779 acre tract conveyed to McHargue Family II, Ltd. described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Documents No. 2004192580 of the Official Public Records of Travis County, Texas, (McHargue Development, Ltd. having has its name changed to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 6, 2004), and being portions of that 506.85 acre tract (Tract No. 1) as described in a deed recorded in Volume 9898, Page 275 of the Deed Records of Travis County, Texas, and that 1.03 acre tract (Tract No. 2) as described in a deed recorded in Volume 6129, Page 1944, of the said Deed Records, both tracts being referred to in the deed recorded in Document No. 2003259081 (65% interest to McHargue Development, Ltd.) and the deed recorded in Document No. 2003295110 (35% interest to Rebecca McHargue Hudson) all in the Official Public Records of Travis County, Texas, the said 260.3923 acre tract being all of the 272.1904 acres described below, save and except the 11.7981 acre tract described below, the herein described tract is more particularly described by metes and bounds as follows:

BEGINNING a 1/4" iron rod found at the northwest corner of the said 281.779 acre tract and the 506.85 acre tract, being a point on the southerly right-of-way line of State Highway RM 3238 (Hamilton Pool Road), and the northeast corner of that 5.173 acre tract conveyed to Richard Bible by deed recorded in Volume 10480, Page 694 of the said Deed Records;

THENCE, N80°16'41"E, with the common line between the said 281.779 acre tract, the 506.85 acre tract and the southerly right-of-way line of Hamilton Pool Road (100 feet wide), 947.08 feet to a 1/4" iron rod found for a westerly corner of that 5345.6 acre tract conveyed to Robert Atlee Ayers and Vera Patricia Ayers Bowen by the deed recorded in Volume 11364, Page 48 and in Volume 600 Page 24 of the said Deed Records;

THENCE, leaving the southerly right-of-way line of Hamilton Pool Road, with the northeast deed line of the 281.779 acre tract and 506.85 acre tract, for the following three (3) courses:

- 1) S61°51'11"E, 1197.16 feet to a fence corner post found for a corner;
- 2) N25°22'31"E, 8.38 feet to a fence corner post found for a corner;

Tract 3  
260.3923 Acres  
Page 2 of 8

John Moat Survey No. 422  
W. M. Bounds Survey No. 528  
Job No. 04544.80  
September 12, 2006

- 3) S61°52'07"E, 1668.69 feet to a calculated point, bearing S06°17'11"E, 0.11 feet from a ½" iron rod found, for the northwest corner of that 40.00 acre tract conveyed to Patricia Shield Ayers, Robert Atlee Ayers and Vera Ayers Bowen, by the deed recorded in Volume 13352, Page 2555 of the said Deed Records, from which a ½" iron rod found at a fence corner for the northeast corner of the said 281.779 acre tract and the 506.85 acre tract, being an interior corner of the 5345.6 acre tract mentioned above bears N61°52'07"W, 1548.73 feet;

THENCE, S06°17'11"E, continuing with the northeast deed line of the 281.779 acre tract, leaving the deed line of the 506.85 acre tract, with the west line of the 40.00 acre tract, at 2727.83 feet pass a ½" iron rod found for the most southerly corners of the 40.00 acre tract, for a total distance of 2728.55 feet to a calculated point for a corner in the easterly line of the 506.85 acre tract and a westerly line of the 5345.6 acre tract mentioned above, said calculated point bears S28°17'48"W, a distance of 2250.89 feet from the ½" iron rod found for the above said northeast corner of the 506.85 acre tract;

THENCE, with the common line between the said 281.779 acre tract, the 506.85 acre tract and the said 5345.6 acre tract, for the following two (2) courses:

- 1) S28°17'48"W, 753.15 feet to a ½" iron rod found with a plastic cap for an angle point;
- 2) S29°19'48"W, at 191.00 feet more or less pass the southwest corner of the 5345.6 acre tract and the northwest corner of said 160 acre tract of land described as two 80 acre tracts to Euell Crumley by the deed recorded in Volume 611, Page 335 of the said Deed Records, for a total distance of 277.93 feet to a calculated point for the projected northeast line of the above mentioned 1.03 acre tract;

THENCE, S62°14'37"E, at 4.53 feet pass a ½" iron rod found for the northwest corner of said 1.03 acre tract, for a total distance of 894.17 feet to a ½" iron rod found in the west right-of-way line of Crumley Ranch Road, for the northeast corner of the 1.03 acre tract;

THENCE, S15°05'24"W, with the said west line of Crumley Ranch Road, 51.21 feet to a ¾" iron rod found for the northeast corner of that 7.446 acre tract conveyed to Kathleen Drake Oliver by deed recorded in Volume 13123, Page 2927 of the said Deed Records, being the southeast corner of said 1.03 acre tract and the beginning of the boundary line agreement between the 7.446 acre tract, the 160 acre tract and the 1.03 acre tract recorded in Volume 13123, Page 2944 of the above said Deed Records;

THENCE, along the boundary line agreement with the following seven (7) courses;

- 1) N61°30'35"W, 262.24 feet to a ½" iron rod found;

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- 2) N62°29'50"W, 236.28 feet to a ½" iron rod found;
- 3) N62°45'11"W, 159.62 feet to a ½" iron rod found;
- 4) N62°29'12"W, at 248.66 feet pass the deed line of the 506.85 acre tract , for a total distance of 251.70 feet to a ½" iron rod found for the original southwest corner of the 1.03 acre tract;
- 5) S29°48'17"W, 99.60 feet to a ½" iron rod found;
- 6) S29°20'20"W, 100.06 feet to a ½" iron rod found;
- 7) S28°48'39"W, 100.41 feet to a calculated point for the end of the said boundary line agreement;

THENCE, S43°52'55"E, 0.31 feet to a concrete monument found for the southwest corner of said 7.446 acre tract and the northwest corner of that 51.15 acre tract conveyed to August Charles Craft and wife, Doris Craft, by the deed recorded in Volume 3227, Page 352, of the said Deed Records;

THENCE, S58°33'21"E, with the common line between the 7.446 acre tract and the 51.15 acre tract, a distance of 2.67 feet to a calculated point in the easterly deed line of the above mentioned 506.85 acre tract;

THENCE, S29°19'48"W, with the easterly deed line of the 506.85 acre tract at a distance of 63.54 feet pass the intersection of this deed line with the west line of the 51.15 acre tract, for a total distance of 163.08 feet to a ½" iron rod found for the most easterly southeast corner of the 281.779 acre tract and the 506.85 acre tract and is the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the said 281.779 acre tract, the 506.85 acre tract and the 57.70 acre tract, for a distance of 1455.23 feet to a ½" iron rod found with a plastic cap for a southwest corner of the aforesaid 182.967 acre tract and 281.779 acre tract;

THENCE, leaving the easterly line of said 57.70 acre tract, crossing said 506.85 acre tract, with the common westerly line of the said 281.779 acre tract and easterly line of the said 182.967 acre tract, with the following three (3) courses;

- 1) N07°35'06"W, 402.37 feet to a ½" iron rod set with a plastic cap;
- 2) N79°35'44"E, 306.17 feet to a ½" iron rod set with a plastic cap;
- 3) N12°38'44"W, 492.20 feet to a ½" iron rod found with a plastic cap for the southwest corner of a 10.036 acre tract conveyed to Rocky Creek

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Wastewater Utility, L.P. by the deed recorded in Document No. 2005207065 of the above said Official Public Records;

THENCE, S85°56'13"E, leaving the above said common line, with the south line of the said 10.036 acre tract, 261.79 feet to a 1/2" iron rod found with a plastic cap for the most southeasterly corner of the 10.036 acre tract;

THENCE, N04°51'48"W, continuing with the northeast line of the 10.036 acre tract, 151.95 feet to a 1/2" iron rod found with a plastic cap at the intersection of the northeast line of the 10.036 acre tract and the southwest line of the said 281.779 acre tract;

THENCE, leaving the northeast line of the 10.036 acre tract, with the common westerly line of the said 281.779 acre tract and easterly line of the said 182.967 acre tract, with the following four (4) courses:

- 1) N83°57'34"E, 17.19 feet to a 1/2" iron rod found with a plastic cap;
- 2) N66°14'07"E, 161.78 feet to a 1/2" iron rod found with a plastic cap on a curve to the right;
- 3) With the curve to the right, having a central angle of 11°43'03", a radius of 325.00 feet, a long chord of 66.35 feet (chord bears N17°54'22"W) for an arc distance of 66.46 feet to a 1/2" iron rod found with a plastic cap;
- 4) S66°14'07"W, 164.12 feet to a 1/2" iron rod found with a plastic cap on the northeasterly line of said 10.036 acre tract;

THENCE, leaving the easterly line of said 182.967 acre tract, with the northeasterly line of the 10.036 acre tract, with the following two (2) courses:

- 1) N04°51'48"W, 835.79 feet to a 1/2" iron rod found with a plastic cap;
- 2) S77°51'49"W, 490.83 feet to a 1/2" iron rod found with a plastic cap on the common westerly line of the said 281.779 acre tract and easterly line of the said 182.967 acre tract;

THENCE, leaving the northeast line of said 10.036 acre tract, with the common westerly line of the said 281.779 acre tract and easterly line of the said 182.967 acre tract, with the following seventeen (17) courses:

- 1) N22°18'01"W, 633.11 feet to a 1/2" iron rod found with a plastic cap;
- 2) N38°18'31"W, 195.74 feet to a 1/2" iron rod found with a plastic cap;
- 3) N61°57'13"W, 285.81 feet to a 1/2" iron rod found with a plastic cap;

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- 4) N43°40'02"E, 152.69 feet to a ½" iron rod found with a plastic cap;
- 5) N01°46'57"W, 248.47 feet to a ½" iron rod found with a plastic cap on a curve to the right;
- 6) With the said curve to the right, having a central angle of 32°02'20", a radius of 60.00 feet, a long chord of 33.12 feet (chord bears N86°59'43"W) for an arc distance of 33.55 feet to a ½" iron rod found with a plastic cap;
- 7) S01°46'57"E, 241.62 feet to a ½" iron rod found with a plastic cap;
- 8) S43°40'02"W, 144.30 feet to a ½" iron rod found with a plastic cap;
- 9) N61°57'13"W, 574.62 feet to a ½" iron rod found with a plastic cap;
- 10) N24°45'04"W, 11.40 feet to a ½" iron rod found with a plastic cap;
- 11) N14°46'44"E, 485.51 feet to a ½" iron rod found with a plastic cap on a curve to the right;
- 12) With the said curve to the right, having a central angle of 40°37'05", a radius of 50.00 feet, a long chord of 34.71 feet (chord bears S86°43'38"W) for an arc distance of 35.45 feet to a ½" iron rod found with a plastic cap;
- 13) S14°46'44"W, 434.77 feet to a ½" iron rod found with a plastic cap;
- 14) N24°45'04"W, 265.52 feet to a ½" iron rod found with a plastic cap;
- 15) N47°33'55"W, 224.45 feet to a ½" iron rod found with a plastic cap;
- 16) N69°10'00"W, 453.64 feet to a ½" iron rod found with a plastic cap;
- 17) N80°54'29"W, 211.36 feet to a ½" iron rod found with a plastic cap in the west line of the said 281.779 acre tract, the 506.85 acre tract and the east line of a 5.087 acre tract conveyed to Michael D. and Nancy W. Emmert by the deed recorded in Volume 11449, Page 906 of the Deed Records of Travis County, Texas, from which a ½" iron rod found bears N28°10'36"E, 277.34 feet;

THENCE, N28°10'36"E, with the westerly line of the said 506.85 acre tract, being the east line of the said 5.087 acre tract, and the east line of that 5.242 acre tract conveyed to Bithel D. Parks by deed recorded in Document No. 2001028722 of the said Official Public Records, at 427.94 feet pass a 17" Live Oak in the fence line found 2.0 feet to the southeast at or near the northeast corner of the 5.087 acre tract and the southeast corner of the 5.242 acre tract, for a total distance of 815.18 feet to a ½" iron rod

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found with a plastic cap for the most westerly corner of a 3.0382 acre tract conveyed in 1/6<sup>th</sup> undivided interests to the following people: Nancy Lenoir (Document No. 2004145685), Fran Ramsey (Document No. 2004145687), Bobbie Beal (Document No. 2004145690), Sally Fowler (Document No. 2004145692) and Gay Adams (Document No. 2004145694) all of the Official Public Records of Travis County, Texas;

THENCE, continuing with the west line of the 281.779 acre tract and leaving the westerly line of and crossing through the 506.85 acre tract, along the boundary of the 3.0382 acre tract, with the following fifteen (15) courses;

- 1) S62°32'24"E, 46.85 feet to a ½" iron rod found with a plastic cap;
- 2) S09°30'30"E, 62.62 feet to a ½" iron rod found with a plastic cap;
- 3) S36°02'04"E, 97.25 feet to a ½" iron rod found with a plastic cap;
- 4) S22°53'41"W, 61.88 feet to a ½" iron rod found with a plastic cap;
- 5) S06°16'51"W, 67.35 feet to a ½" iron rod found with a plastic cap;
- 6) S06°20'08"E, 98.41 feet to a ½" iron rod found with a plastic cap;
- 7) S00°12'25"E, 66.04 feet to a ½" iron rod found with a plastic cap;
- 8) S12°05'08"E, 80.82 feet to a ½" iron rod found with a plastic cap;
- 9) S42°35'04"E, 47.88 feet to a ½" iron rod found with a plastic cap;
- 10) N86°24'29"E, 99.90 feet to a ½" iron rod found with a plastic cap;
- 11) N03°35'31"W, 771.87 feet to a ½" iron rod found with a plastic cap;
- 12) N71°14'03"E, 120.96 feet to a ½" iron rod found with a plastic cap on a curve to the right;
- 13) With the said curve to the right having a central angle of 57°53'11", a radius of 50.00 feet, a long chord of 48.39 feet (chord bears N10°10'38"E) for an arc distance of 50.52 feet to a ½" iron rod found with a plastic cap;
- 14) N09°44'26"W, 127.34 feet to a ½" iron rod found with a plastic cap;
- 15) S80°15'34"W, 69.89 feet to a ½" iron rod found with a plastic cap in the above said west line of the 281.779 acre tract and the 506.85 acre tract, and the east line of the 5.173 acre tract conveyed to Richard Bible by the deed recorded in Volume 1048, Page 694, of the said Deed Records;

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THENCE, N25°27'33"E, with the common line between the 506.85 acre tract and the 5.173 acre tract, 61.56 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 272.1904 acres of land area; SAVE AND EXCEPT the 11.7981 acres conveyed to Rocky Creek Wastewater Utility, L.P. by the deed recorded in Document No. 2005207065 of the above said Official Public Record and described below;

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 506.85 acre tract described as being Tract No. 1 in deed recorded in Volume 9898 Page 275 of the Deed Records of Travis County, Texas and that 281.779 acre tract conveyed to McHargue Family II, Ltd. by deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004), being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the said Deed Records and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N23°42'25"W, crossing through the said 281.779 acre tract, a distance of 64.88 feet to a ½" iron set with a plastic cap for the POINT OF BEGINNING of the herein described 11.7981 acre tract;

THENCE, continuing across said 281.779 acre tract with the following six (6) courses;

- 1) N74°06'58"W, 1138.45 feet to a ½" iron rod found with a plastic cap for the southwest corner of the herein described tract;
- 2) N05°51'35"E, 527.77 feet to a ½" iron found with a plastic cap for the northwest corner of the herein described tract;
- 3) S68°35'55"E, 876.38 feet to a ½" iron found with a plastic cap;
- 4) S37°27'43"E, 184.92 feet to a ½" iron found with a plastic cap;
- 5) S51°18'49"E, 281.22 feet to a ½" iron found with a plastic cap for the northeast corner of the herein described tract;
- 6) S28°48'39"W, 221.69 feet to the POINT OF BEGINNING AND CONTAINING within these metes and bounds 11.7981 acres of land area SAVED AND EXCEPTED from the 272.1904 acres described above, for a NET AREA of 260.3923 acres of land area.

Note: "½" iron rod found with plastic cap" denotes a ½" iron rod found, with plastic cap stamped "Capital Surveying Company, Inc.", unless otherwise noted.

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John Moat Survey No. 422  
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Job No. 04544.80  
September 12, 2006

The bearing basis for these fieldnotes is the grid bearings of Texas State Plane Coordinate System Central Zone NAD83/93 Datum.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 12th day of September, 2006.

---

JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas



10.0000 Acres

John Moat Survey No. 422

Page 1 of 2

Job No. 04544.12

June 8, 2006

**Tract 7**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 10.0000 acres situated in the John Moat Survey No. 422, Travis County, Texas and being a portion of a 182.967 acre tract conveyed to McHargue Family II, Ltd. described in a deed recorded in Document No. 2004226844 in the Official Public Records of Travis County, Texas, and is that same 10.00 acre tract conveyed to Rebecca Hudson by deed recorded in Document No. 2005207063 of the said Official Public Records, the herein described 10.0000 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the most easterly southeast corner of that 281.779 acre tract (Exhibit "C") conveyed to McHargue Family II, Ltd. by deed described as Exhibit "C" and conveyed to McHargue Development, Ltd. by Partition Deed recorded in Document No. 2004192580 of the said Official Public Records, (McHargue Development, Ltd. having had a name change to McHargue Family II, Ltd. by "Certificate of Amendment" filed December 5, 2004) being the northeast corner of a 57.70 acre tract conveyed to Eugene and Linda Lowenthal by the deed recorded in Volume 10654, Page 301 of the Deed Records of Travis County, Texas and on the westerly line of the remainder of that 51.15 acre tract conveyed to August C. and Doris E Kraft by deed recorded in Volume 3227, Page 352 of the said Deed Records;

THENCE, N74°06'58"W, with the common line between the 218.779 acre tract and the 57.70 acre tract, 1455.23 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the southwest corner of said 281.779 acre tract and the most easterly southeast corner of the 182.967 acre tract;

THENCE, leaving the northerly line of said 57.70 acre tract, across the 182.967 acre tract, with the following two courses;

- 1) N27°16'40"W, 410.54 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the most easterly corner of that 122.4815 acre tract conveyed to Rocky Creek Wastewater Utility, L.P. by deed recorded in Document No. 2005207065 of the said Official Public Records;
- 2) N17°50'08"W, with the north line of said 122.4815 acre tract, 1416.45 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the southeast corner of the Rebecca Hudson 10.00 acre tract and POINT OF BEGINNING of the herein described tract;

10.0000 Acres

John Moat Survey No. 422

Page 2 of 2

Job No. 04544.12

June 8, 2006

THENCE, N34°31'54"W, continuing across said 182.967 acre tract, with the common southerly line of said 10.00 acre tract and northerly line of said 122.4815 acre tract, 710.31 feet to a ½" iron rod set with a plastic cap (stamped Capital Surveying Co., Inc.) for the southwest corner of the herein described tract;

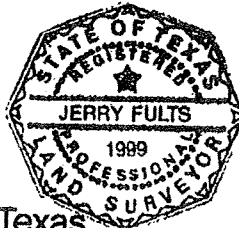
THENCE, leaving the northerly line of said 122.4815 acre tract, continuing with the north then east lines of the Rebecca Hudson 10.00 acre tract, for the following five (5) courses:

- 1) N25°34'04"E, 471.88 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for an angle point in the common line between the 218.779 acre tract and 182.967 acre tract bears N25°34'04"E, 27.87 feet;
- 2) S61°57'13"E, 309.92 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for an angle point in said common line bears N39°52'08"E, 28.44 feet;
- 3) S38°18'31"E, 186.00 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for an angle point in said common line bears N59°41'44"E, 28.11 feet;
- 4) S22°18'00"E, 496.11 feet to a ½" iron found with a plastic cap (stamped Capital Surveying Co., Inc.) from which, a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for an angle point in said common line bears N34°06'55"E, 135.97 feet;
- 5) S55°28'07"W, 458.95 feet to the POINT OF BEGINNIG AND CONTAINING within these metes and bounds 10.0000 acres of land area.

The bearing basis for these fieldnotes is the grid bearings of Texas State Plane Coordinate System Central Zone NAD83/93 Datum.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of June, 2006.



*Jerry Fults*  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

Return to:  
Land Records of Texas  
1525 W. Walnut Hill Ln.  
Suite 300  
Irving, Texas 75038-3702  
Attn: Jennifer Zuckman

**BUDGET AMENDMENTS AND TRANSFERS****FY 2010**COUNTY JUDGE'S OFFICE  
10 MAR 17 AM 9:55**Please do not place on consent.****3/23/2010****AMENDMENTS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 25,000	1
		001	4905	621	7501	TNR	Administrative Costs	\$ 25,000		
A2		526	1145	522	4525	HRMD	PPO - Actives		\$ 16,508	5
		526	1245	523	6099	ITS	Other Purchased Serv.	\$ 16,508		

**DISCUSSION**

D1		001	3202	567	0712	Cons. Pct. 2	POPS Salaries		\$ 11,520	7
		001	3201	567	6099	Cons. Pct. 2	Other Purchased Serv.	\$ 11,520		




**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Jessica Rio, Assistant Budget Director 

**DATE:** March 16, 2010

**SUBJECT:** TNR Budget Adjustment – Envision Central Texas

TNR is requesting \$25,000 from the General Fund Allocated Reserves for Envision Central Texas. As a brief history, the Commissioners Court has transferred \$25,000 from the Allocated Reserve to TNR every year since FY 05 for Envision Central Texas. The FY 10 Allocated Reserve has a current balance of \$2,892,971; however, there is not an earmark for Envision Central Texas. Please let me know if you have any questions.

cc: Joe Gieselman (TNR)  
Cynthia McDonald (TNR)  
Leroy Nellis (PBO)  
Rodney Rhoades (PBO)



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

March 15, 2010

### MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Amendment to Interlocal Agreement for Envision Central Texas

As directed by the Commissioners Court, TNR is requesting the amendment of the following agreement:

<u>CONTRACT</u>	<u>VENDOR</u>	<u>AMOUNT</u>
IL070209VR	Envision Central Texas	\$25,000

Please amend the above referenced agreement to include the program deliverables for FY2010 (see attached). The funding source will be 001-4905-621-7501. A requisition will be entered into H.T. E. as soon as budget adjustment #20620 is processed to transfer funding from Allocated Reserve to the TNR account listed above.

If there are any questions, or additional information is needed, please contact Cynthia McDonald at 854-4239.

CCM:JPG:ccm

copy: Carol Joseph, TNR

**2010 Contract with Travis County****I. Improving coordination of regional infrastructure*****A. Host two Regional Forums on efficient infrastructure and regional cooperation***

Central Texas has critical infrastructure needs and severely limited resources. Envision Central Texas will lead a regional dialogue at two forums to help inform the hard choices that must be made by regional leaders about infrastructure development and regional cooperation and help illuminate the discussions surrounding the CAMPO 2035 Plan. The two forums will take place on March 31, 2010 and September 10, 2010.

***B. Spotlight visionary projects at the Fifth Annual ECT Community Stewardship Awards Luncheon and feature keynote on regional coordination***

On May 7, 2010, at the Hilton Austin, ECT will conduct the Fifth Annual Luncheon. At this event, ECT will spotlight the innovative people, projects and processes that are addressing the growth challenges facing our region in ways that will move us closer to a future that preserves and enhances our natural resources, economic vitality, social equity and overall quality of living.

***C. Promote and disseminate the Central Texas Greenprint for Growth to help identify areas to preserve as "natural infrastructure" as well as sites appropriate for development.******D. Analyze success of the first year of Central Texas Greenprint for Growth at Planner Roundtable***

ECT, in partnership with the Trust for Public Land and the Capital Area Council of Governments, completed its Central Texas Greenprint for Growth initiative in 2009. This unique tool can help people and communities identify opportunities to preserve and enhance their "green infrastructure" by identifying land conservation priorities as well as serve as a "blueprint" and help inform larger infrastructure and planning projects, including roads, rail and utilities. In 2010, ECT will ensure that the Greenprint is distributed and promoted throughout the five-county region. ECT will also design metrics to measure its usage and analyze best practices that can be shared at an ECT Planner Roundtable in spring 2010.

**II. Advocating for policies, tools and resources to support the Vision*****A. Advocate for and seek collaborations on county land use authority, transportation funding and other issues if appropriate in preparation for the next legislative session.******B. Preview 82nd Texas Legislative Session at an ECT Forum I November 2010.*****III. ECT Implementation Committees – ECT will work to advance its vision and accomplish its 2010 Program of Work through the work of its four Committees made up of Central Texas volunteers.*****A. Community Design Committee******B. Community Outreach******C. Natural Infrastructure Committee******D. Transportation and Land Use the region.***

## Budget Adjustment: 20620

Fyr \_ Budget Type: 2010-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 3/15/2010 8:36:23 AM

PBO Category: Amendment

Court Date: Tuesday, Mar 23 2010

Dept: RESERVES

Just: Other

To transfer funding from Allocated Reserves to TNR for the FY2010 contract renewal for regional

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			25,000
				25,000
To Account		Project		Amount
001-4905-621-7501	ADMINISTRATIVE COSTS			25,000
				25,000

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	3/15/2010 08:36:37 AM
DepOffice	49	CYNTHIA MCDONALD	3/15/2010 08:36:41 AM
DepOfficeTo	49	CYNTHIA MCDONALD	3/15/2010 08:36:43 AM

*Randy Ellis 3/16/10*

**From:** Norman McRee  
**To:** Travis Gatlin  
**CC:** Dan Mansour  
**Date:** 3/12/2010 9:16 AM  
**Subject:** Cable for new Del Valle Clinic

Hi Travis,

The new clinic in Del Valle requires new computer cabling to operate efficiently. Doctors are spending twice the amount of time charting in Del Valle than in other clinics, and staff falls behind and loses data due to the slow, old style cable. New fiber optic cable can be run from SMART to HHS center where the clinic cable connections are located. Both HHS center and the clinic will have fiber optic cable so all computers in both buildings will operate faster. The cost is \$16,507.54 and can be paid from the Health Benefits Fund.

Budget adjustment #20587 has been processed to transfer funds from account # 526-1145-522-4525 to IT's account 526-1245-523-6099.

Thank you!

Norman McRee  
Travis County HRMD  
HR Financial Analyst, Lead  
phone: (512) 854-4821  
fax: (512) 854-3128  
norman.mcree@co.travis.tx.us

*PBO concurs.  
Travis R. Gatlin*



## Budget Adjustment: 20587

Fyr\_ Budget Type: 2010-Reg

Author: 11 - MCREE, NORMAN

Created: 3/10/2010 2:26:09 PM

PBO Category: Amendment

Court Date: Tuesday, Mar 23 2010

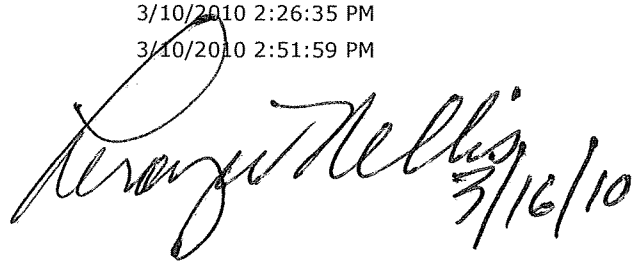
Dept: HUMAN RESOURCE MANAGEMENT

Just: Other

Transfer funds within Health fund from HR to ITS for computer cabling for new clinic in Del Valle.

From Account	Acct Desc	Project	Proj Desc	Amount
526-1145-522-4525	PPO - ACTIVES			16,508
				16,508
To Account		Project		Amount
526-1245-523-6099	OTHER PURCHASED SERVICES			16,508
				16,508

Approvals	Dept	Approved By	Date Approved
Originator	11	NORMAN MCREE	3/10/2010 2:26:33 PM
DepOffice	11	NORMAN MCREE	3/10/2010 2:26:35 PM
DepOfficeTo	12	NICHOLAS MACIK	3/10/2010 2:51:59 PM



3/16/10




## PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

### MEMORANDUM

**TO:** Commissioners Court

**FROM:** Randy Lott, Planning and Budget Analyst 

**DATE:** March 11, 2010

**RE:** Constable, Precinct Two Budget Adjustment transfer from salary line item to an operating line item.

Constable, Precinct Two has submitted a budget adjustment (BA #20586) to use \$11,520 in salary savings from their POPs line item to cover projected overages for various service agreements paid out of their operating line items. While PBO has confirmed that the salary savings are available, PBO cannot concur with this request.

PBO has placed this as a Discussion item for Commissioners Court deliberation under Budget Adjustments and Transfers since, according to the FY 10 Travis County Budget Rules (General Budget Adjustment Guidance), PBO will not recommend a budget adjustment from salary line items to an operating line item unless the expenditure is for corrections medical services, nursing services, Juvenile Probation services, or for contracted services while the position is being recruited. Additionally, transfers from personnel line items will be limited to temporary replacements while recruiting for the permanent position.

cc: The Honorable Adan Ballesteros, Constable, Precinct Two  
George Morales, Chief Deputy Constable, Precinct Two  
Rodney Rhoades, Leroy Nellis, PBO

**Randy Lott - Budget Adjustment**

---

**From:** Bryon Curtis  
**To:** Lott, Randy  
**Date:** 3/10/2010 3:34 PM  
**Subject:** Budget Adjustment

---

Randy,

I would like to move \$11,520 into the other services account. I would like to use that to cover accurint research tools which runs us 500 per month, extra cell phones which run us 900 per month, and verizion aircards which run us 800 per month. The amount in the cell phone and other services will come up almost 11K short, which we would have to Frankenstein from other accounts, as these are critical "must have tools" for us. We also took a 1,500 dollar hit at the beginning of FY10 for mail services which we were told would be covered by the mail room and were not. Hopefully this explains the need for the money.

Bryon.

8

## Budget Adjustment: 20586

Fyr \_ Budget Type: 2010-Reg

Author: 32 - CURTIS, BRYON

Created: 3/10/2010 1:55:14 PM

PBO Category: Discussion

Court Date: Tuesday, Mar 23 2010

Dept: CONSTABLE 2

Just: Negbal

to prevent negative balance.

From Account	Acct Desc	Project	Proj Desc	Amount
001-3202-567-0712	POPS SALARIES			11,520
				11,520
To Account		Project		Amount
001-3201-567-6099	OTHER PURCHASED SERVICES			11,520
				11,520

Approvals	Dept	Approved By	Date Approved
Originator	32	BRYON CURTIS	3/11/2010 10:01:59 AM
DepOffice	32	BRYON CURTIS	3/11/2010 10:02:00 AM

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Real Estate
<b>\$2,892,971 Current Balance</b>			

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
<b>(\$1,731,688) Total Possible Future Expenses (Earmarks)</b>	

**\$1,161,283 Remaining Allocated Reserve Balance After Possible Future Expenditures**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$454,223			Beginning Balance
(\$11,205)	Sheriff	11/24/09	SWAP
(\$2,215)	Facilities	12/22/09	Real Estate
(\$29,995)	TNR	12/22/09	Sidewalk Maintenance Program
(\$13,395)	TNR	1/8/10	Motorcycle Replacement
<b>\$397,413 Current Reserve Balance</b>			

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

Amount	Explanation
(\$95,500)	Failing Vehicles
<b>(\$95,500)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$301,913 Remaining CAR Balance After Possible Future Expenditures**

***Emergency Reserve Status (001-9800-981-9814)***

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$4,950,000			Beginning Balance
<b>\$4,950,000 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

***Juvenile Justice TYC (001-9800-981-9829)***

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

***Future Grant Requirements Reserve Status (001-9800-981-9837)***

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$500,000			Beginning Balance
<b>\$500,000 Current Reserve Balance</b>			

***Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)***

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$43,092			Beginning Balance
<b>\$43,092 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$43,812,685			Beginning Balance
(\$2,161,824)	ITS	12/15/09	Computer Equipment
(\$50,000)	Tax	12/15/09	Reimbursement Resolution
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution
(\$7,189,337)	EMS	2/23/10	Reimbursement Resolution
<b>\$32,147,524 Current Reserve Balance</b>			



# BUDGET AMENDMENTS AND TRANSFERS

## FY 2010

17

3/23/2010ADD-ON to Agenda Item #AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$20,000	1
		001	1405	525	8105	Facilities	Buildings	\$20,000		



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**Project No:** LAVA7 - General File  
**File:** 102

**TO:** Rodney Rhoades, Executive Manager, Planning and Budget Office

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

**FROM:** John F. Carr, Administrative Director

**DATE:** March 18, 2010

**SUBJECT:** Funding Issue - Due Diligence - Phase II

Facilities Management Department (FMD) requests your assistance in obtaining funding for the additional due diligence inspections at the 700 Lavaca facility. These additional inspections were recommended to be completed by the due diligence consultants and were discussed and approved by the Core Team on March 15, 2010. FMD has loaded BA #20663 into the system to move \$20,000 from allocated reserves into the project line item to cover the cost of these additional tests. There are two separate test protocols that need to be completed. First item is soil and ground water sampling due to issues that were identified in the Phase I Environmental Site Assessment. The second testing is to determine whether adequate concrete covering of the steel members and cables are included in the building slabs and columns.

Please include this item for Commissioners Court consideration on March 23, 2010. Your assistance is appreciated. Direct any questions to John at 44772 or Roger at 44579.

### COPY TO:

Susan Spataro, County Auditor

Cyd Grimes, Purchasing Agent

Amy Draper, CPA, Financial Manager, FMD

Diana Ramirez, Senior Budget Analyst, PBO

## Budget Adjustment: 20663

Fyr \_ Budget Type: 2010-Reg

Author: 14 - DRAPER, AMY

Created: 3/17/2010 3:33:25 PM

PBO Category: Amendment

Court Date: Tuesday, Mar 23 2010

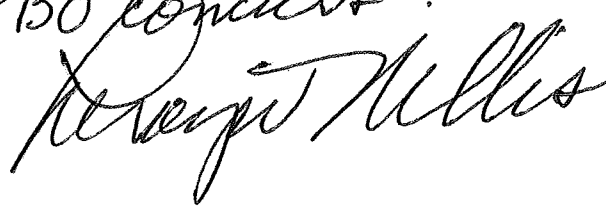
Dept: RESERVES

Just: Other

Transfer from reserve for additional due diligence at Lavaca and 7th Street property

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			20,000
				20,000
To Account		Project		Amount
001-1405-525-8105	BUILDINGS			20,000
				20,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	3/17/2010 3:33:31 PM
DepOffice	14	AMY DRAPER	3/17/2010 3:33:31 PM
DepOfficeTo	14	AMY DRAPER	3/17/2010 3:33:33 PM

PBO concurs.  


Item #

18



## Travis County Commissioners Court Agenda Request

Meeting Date: March 23, 2010

I. A. Requestor: Constable Bruce Elfant Phone # 854-9100

B. Specific Agenda Language:

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR  
2009 FROM TRAVIS COUNTY CONSTABLE PRECINCT FIVE.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

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

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

--	--

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



**BRUCE ELFANT**

**TRAVIS COUNTY CONSTABLE, PRECINCT FIVE**

**CARLOS B. LOPEZ ~ CHIEF DEPUTY**

RECEIVED  
COUNTY JUDGES OFFICE  
10 MAR 11 AM 10:01

Please note that only motor vehicle stops were accounted for racial profile reports. It is no longer required to report pedestrian stops.



**TRAVIS COUNTY COURTHOUSE COMPLEX ~ 1003 GUADALUPE ST. ~ AUSTIN, TEXAS 78701**

**PHONE (512) 854-9100 ~ FAX (512) 854-2448 ~ WWW.CONSTABLE5.COM**

# **TRAVIS COUNTY CONSTABLE, PCT. 5** **Racial Profiling Statistical Report** January 1, 2009 to December 31, 2009

**Table 1: Detention Disposition by Race**

Disposition	Asian/Pacific Islander	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Released	0	#DIV/0!	0.0%	1	100.0%	33.3%
Ticketed	0	#DIV/0!	0.0%	0	0.0%	0.0%
Warned (Written)	0	#DIV/0!	0.0%	0	0.0%	0.0%
	0	#DIV/0!	0.0%	1	100.0%	14.3%
	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Disposition	Hispanic	% of Race	% of Disposition	White	% of Race	% of Disposition
Arrested	0	533.3%	#DIV/0!	0	0.0%	#DIV/0!
Released	1	566.7%	33.3%	1	33.3%	33.3%
Ticketed	1	600.0%	50.0%	1	33.3%	50.0%
Warned (Written)	1	633.3%	50.0%	1	33.3%	50.0%
	3	2333.3%	42.9%	3	100.0%	42.9%
	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Disposition	Native American	% of Race	% of Disposition
Arrested	0	#DIV/0!	#DIV/0!
Released	0	#DIV/0!	0.0%
Ticketed	0	#DIV/0!	0.0%
Warned (Written)	0	#DIV/0!	0.0%
	0	#DIV/0!	0.0%
	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Disposition	Total %	Number
Arrested	0.0%	0
Released	42.9%	3
Ticketed	28.6%	2
Warned (Written)	28.6%	2
	100.0%	7

**Table 2: Search Status by Race**

SearchStatus	Asian	% of Race	% of Search	Black	% of Race	% of Search
Consent Search	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
No Search	0	#DIV/0!	0.0%	1	100.0%	14.3%
Probable Cause Search	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
	0	#DIV/0!	0.0%	1	100.0%	14.3%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	White	% of Race	% of Search
Consent Search	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
No Search	3	100.0%	42.9%	3	100.0%	42.9%
Probable Cause Search	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
	3	100.0%	42.9%	3	100.0%	42.9%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

SearchStatus	Native American	% of Race	% of Search
Consent Search	0	#DIV/0!	#DIV/0!
No Search	0	#DIV/0!	0.0%
Probable Cause Search	0	#DIV/0!	#DIV/0!
	0	#DIV/0!	0.0%
	Total	of Race	of all Detentions

SearchStatus	Total %	Number
Consent Search	0.0%	0
No Search	100.0%	7
Probable Cause Search	0.0%	0
	100.0%	7

**Table 3: Stop Reason and Disposition by Race**

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Hazardous Traffic	Released	0	#DIV/0!	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%	1	100.0%	33.3%
Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%	0	0.0%	0.0%
Investigation	Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Ticketed	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Warned (Written)	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Warned (Written)	0	#DIV/0!	#DIV/0!	0	0.0%	#DIV/0!
		0	#DIV/0!	0.0%	1	100.0%	14.3%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	White	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Hazardous Traffic	Released	1	33.3%	50.0%	1	33.3%	50.0%
Hazardous Traffic	Ticketed	1	33.3%	33.3%	1	33.3%	33.3%
Hazardous Traffic	Warned (Written)	1	33.3%	50.0%	1	33.3%	50.0%
Investigation	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Ticketed	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Investigation	Warned (Written)	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Arrested	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Released	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Ticketed	0	0.0%	#DIV/0!	0	0.0%	#DIV/0!
Non-Hazardous Traffic	Warned (Written)		0.0%	#DIV/0!	0	0.0%	#DIV/0!
		3	100.0%	42.9%	3	100.0%	42.9%
		Total	of Race	of all Detentions	Total	of Race	of all Detentions

StopReason	cboStopDisposition	ive Ameri	% of Race	% of Stop
Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!
Hazardous Traffic	Released	0	#DIV/0!	0.0%
Hazardous Traffic	Ticketed	0	#DIV/0!	0.0%
Hazardous Traffic	Warned (Written)	0	#DIV/0!	0.0%
Investigation	Arrested	0	#DIV/0!	#DIV/0!
Investigation	Released	0	#DIV/0!	#DIV/0!
Investigation	Ticketed	0	#DIV/0!	#DIV/0!
Investigation	Warned (Written)	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Arrested	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Released	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Ticketed	0	#DIV/0!	#DIV/0!
Non-Hazardous Traffic	Warned (Written)	0	#DIV/0!	#DIV/0!
		0	#DIV/0!	#DIV/0!
		Total	of Race	of all Detentions



StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	28.6%	2
Hazardous Traffic	Ticketed	42.9%	3
Hazardous Traffic	Warned (Written)	28.6%	2
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	0.0%	0
Investigation	Warned (Written)	0.0%	0
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	0.0%	0
Non-Hazardous Traffic	Warned (Written)	0.0%	0
		100.0%	7

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

21

Voting Session: March 23, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579  
(Elected Official/Appointed Official/Executive Manager/County Attorney)



B. Requested text:

Consider and take appropriate action regarding the potential purchase of real estate in Central Austin. (Exec Session Gov't Code Ann 551.071 & 551.072)

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

Susan Spataro, County Auditor (4-9125)  
Rodney Rhoades, Executive Manager, PBO (4-9106)  
Cyd Grimes, Purchasing Agent (4-9700)  
John Hille, Assistant County Attorney (4-9415)

III. Required Authorizations: Please check if applicable.

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

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

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

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

RECEIVED  
COUNTY CLERK'S OFFICE  
10 MAR 17 AM 7:59

Travis County Commissioners Court Agenda Request # 22Voting Session: 03/23/2010

Executive Session:

A. Request made by: Ron Davis Phone # 854-9111  
 Commissioner, Precinct One

B. Consider and Take Appropriate Action Regarding Selection of, and  
 Funding Mechanisms for, Purchase of Open Space Land in Precinct One.

C. Approved by: Ron Davis  
 Ron Davis, Commissioner, Precinct One

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:

- Chris Gilmore – 854-9415      • Joe Gieselman 854-9383
- John Hille – 854-9642      • Greg Chico 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- ☐ A change in your department's personnel (reclassification, 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  
 10 MAR 16 PM 12:16

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.

# 23 ✓Travis County Commissioners Court Agenda RequestVoting Session 23 March 2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

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

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Kathy Kuecker, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

- C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 MAR 16 AM 10:47

**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.

# 24 ✓**Travis County Commissioners Court Agenda Request**Voting Session 23 March 2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by:
- COUNTY ATTORNEY (Tim Labadie)
- Phone:
- 854-5864

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

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Justin Goodwin, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

- C. Approved by: \_\_\_\_\_
- 
- Signature of Commissioner(s) or County Judge

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

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy &amp; Procedure

 RECEIVED  
 COUNTY JUDGE'S OFFICE  
 10 MAR 16 AM 10:26

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

Travis County Commissioners Court Agenda RequestVoting Session 23 March 2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

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

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Christian Gibbs, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

- C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

- D. 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.

# 26**Travis County Commissioners Court Agenda Request**Voting Session 23 March 2010  
(Date)Working Session \_\_\_\_\_  
(Date)

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

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

- B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Victor Andersen, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

- C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

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

Danny Hobby 854-9367

- III. Required Authorizations: Please check if applicable:

- A. 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

- B. Human Resources Department (854-9165)

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

- C. Purchasing Office

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

- D. County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGES OFFICE  
10 MAR 17 AM 8:34

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

Travis County Commissioners Court Agenda Request


C3

Voting Session Tuesday, March 23, 2010 Work Session \_\_\_\_\_  
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of March 9, 2010**

C. Approved By:

  
\_\_\_\_\_  
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.



FD

## MINUTES OF MEETING MARCH 9, 2010

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 9<sup>th</sup> day of March, 2010, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:09 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, the Capital Industrial Development Corporation, and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:38 PM and adjourned at 1:40 PM.

The Commissioners Court, meeting as the Capital Health Facilities Development Corporation, and the Travis County Development Authority convened at 1:40 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:41 PM and adjourned at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 1:44 PM.

The Commissioners Court retired to Executive Session at 3:26 PM.

The Commissioners Court reconvened the Voting Session at 4:35 PM.

The Commissioners Court adjourned the Voting Session at 4:43 PM.

## PUBLIC HEARINGS

1. RECEIVE COMMENTS ON A PLAT FOR RECORDING IN PRECINCT ONE:  
RESUBDIVISION OF BALLI SUBDIVISION LOT 4, BLOCK A (2 TOTAL LOTS).  
(COMMISSIONER DAVIS) (ACTION ITEM #6) (9:50 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 6 for a summary of the action item.

**Motion by** Commissioner Davis **and seconded by** Commissioner Gómez to open the public hearing.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez to close the public hearing.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. **RECEIVE COMMENTS RELATED TO THE CONCEPT PLAN OF THE UNION CREEK GREENWAY AND ITS PHASE 1 MASTER PROJECT PLAN.  
(ACTION ITEM #7.B)**

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 7.B for a summary of the action item.

**Motion by Commissioner Gómez and seconded by Commissioner Davis** to open the public hearing.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; Wendy Scaperotta, Senior Planner, TNR; and Penny Wood, Travis County Resident.

**Motion by Commissioner Gómez and seconded by Commissioner Davis** to close the public hearing.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## **CITIZENS COMMUNICATION**

**Members of the Court heard from:** Kenneth Snyder, Travis County Resident; Gus Peña, Travis County Resident; Ronnie Gjemre, Travis County Resident; Russell Sergeant, Travis County Resident; Maurice Priest, Travis County Resident; Mary Ann Naumann, Travis County Resident; and Clarence Vogel, Travis County Resident. (9:29 AM)

## CONSENT ITEMS

**Members of the Court heard from:** Julie Joe, Assistant County Attorney; Joe Gieselman, Executive Manager, TNR; and Ronnie Gjemre, Travis County Resident.

**Motion by Commissioner Gómez and seconded by Commissioner Davis** to approve the following Consent Items: C1-C5 and Items 4, 5.A&B, 8, 9, 10.A&B, 11, 12, 17, 18.A-D, 21, and 22.A&B. (10:16 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE SETTING A PUBLIC HEARING ON MARCH 23, 2010 TO RECEIVE COMMENTS REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "AVIATION DRIVE" OFF STATE HIGHWAY 130 SOUTH OF CAMERON ROAD IN PRECINCT ONE.  
(COMMISSIONER DAVIS)
- C4. APPROVE MINUTES FOR VOTING SESSION OF FEBRUARY 23, 2010.
- C5. APPROVE SETTING A PUBLIC HEARING ON APRIL 13, 2010 TO RECEIVE COMMENTS REGARDING A PROPOSED SALE TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) TRANSMISSION SERVICES CORPORATION OF TWO ELECTRIC LINE EASEMENTS ON, OVER, AND ACROSS PROPERTY OWNED BY TRAVIS COUNTY NEAR ONION CREEK AND STATE HIGHWAY 71 EAST IN PRECINCT FOUR, AS REQUIRED UNDER CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE.

**Clerk's Note:** The Court noted that a revised Notice of Public Hearing was added to the supporting documentation for Item C5.

## RESOLUTIONS AND PROCLAMATIONS

3. APPROVE PROCLAMATION RECOGNIZING EMERGENCY RESPONSE PERSONNEL AND BRAVE CITIZENS OF TRAVIS COUNTY FOR THEIR SERVICE ON FEBRUARY 18, 2010 IN RESPONSE TO EVENTS AT THE ECHELON OFFICE BUILDING. (COMMISSIONER ECKHARDT AND COMMISSIONER HUBER) (9:15 AM)

**Members of the Court heard from:** Danny Hobby, Executive Manager, Travis County Emergency Services; and Rhoda Mae Kerr, Fire Chief, Austin Fire Department.

**Motion by** Commissioner Eckhardt **and seconded by** Commissioner Huber to approve the Proclamation in Item 3.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

## PURCHASING OFFICE ITEMS

4. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS090229ML, WALSH, ANDERSON, BROWN, GALLEGOS AND GREEN, P.C. FOR ADDITIONAL LITIGATION SERVICES. (10:16 AM)

**Clerk's Note:** Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**REVISED LANGUAGE**

5. A. APPROVE ORDER EXEMPTING THE PURCHASE OF A HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM CONTROLS UPGRADE FROM TEMPSET CONTROLS, INC., FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(7) OF TEXAS LOCAL GOVERNMENT CODE; AND
- B. APPROVE CONTRACT AWARD FOR THE PURCHASE OF A HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM CONTROLS UPGRADE FROM TEMPSET CONTROLS, INC., AND AUTHORIZE COUNTY PURCHASING AGENT TO SIGN. (10:16 AM)

**Clerk's Note:** Items 5.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS**

6. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT ONE: RESUBDIVISION OF BALLI SUBDIVISION LOT 4, BLOCK A (2 TOTAL LOTS). (COMMISSIONER DAVIS) (9:54 AM)

**Clerk's Note:** Item 6 is the action item for the public hearing on Agenda Item 1.

Item 6 pulled from the Agenda.

7. A. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING PROPOSALS TO REUSE THE PRECINCT FOUR ROAD AND BRIDGE OFFICE: (11:56 AM)

1. AN ONION CREEK GREENWAY TRAILHEAD;
2. AN EMERGENCY MEDICAL SERVICES STATION;
3. FARMERS MARKET; AND
4. CITY/COUNTY PARK MAINTENANCE FACILITIES.

**Clerk's Note:** Items 7.A.1-4 are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR.

Discussion only. No formal action taken.

Items 7.A.1-4 to be reposted on March 16, 2010.

7. B. CONSIDER AND TAKE APPROPRIATE ACTION ON THE CONCEPT PLAN OF THE ONION CREEK GREENWAY AND ITS PHASE 1 MASTER PROJECT PLAN. (10:16 AM)

Item 7.B postponed until March 16, 2010.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH THE AUSTIN RIDGE RIDERS MOUNTAIN BIKE CLUB FOR A BIKE RACE AT PACE BEND PARK. (COMMISSIONER HUBER) (10:16 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON A PRELIMINARY PLAN IN PRECINCT ONE: LARIAT B. RANCH SUBDIVISION (16 TOTAL LOTS), AND A PHASING AGREEMENT WITH LARIAT B. RANCH, LTD. AND JAKETOWN 130, LLC. (COMMISSIONER DAVIS) (10:16 AM)

**Clerk's Note:** Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:  
(10:16 AM)

A. AMENDED RESOLUTION TO ESTABLISH AND PARTICIPATE IN THE CAPITAL AREA PAVEMENT ENGINEERING COUNCIL; AND

B. SUBSTITUTE INTERLOCAL AGREEMENT TO ESTABLISH THE CAPITAL AREA PAVEMENT ENGINEERING COUNCIL.

**Clerk's Note:** Items 10.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The Court noted that the \$75,000.00 was approved in the FY '08 Budget. It was also noted that TNR may have another \$15,000.00 if necessary, but if the funding is not available TNR will re-scope the work to keep it within the original budget.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON CASH SECURITY AGREEMENT FOR BOUNDARY STREET IMPROVEMENTS FOR THE PARK AT BLACKHAWK II, PHASE 2A SUBDIVISION. (COMMISSIONER ECKHARDT) (10:16 AM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT TWO: AVALON PHASE 9A FINAL PLAT (21 TOTAL LOTS), AND A SUBDIVISION CONSTRUCTION AGREEMENT WITH KM AVALON, LTD. (COMMISSIONER ECKHARDT) (10:16 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.



13. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING FINAL COMMENTS TO THE CLEAN AIR COALITION AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) IN RESPONSE TO RULE PROPOSAL OF THE EPA TO RECONSIDER THE 2008 NATIONAL AIR QUALITY STANDARDS FOR OZONE, THE EFFECTS OF THE PROPOSAL ON TRAVIS COUNTY AND RELATED ISSUES. (10:26 AM)

**Members of the Court heard from:** Jon White, Natural Resources Program Manager, TNR.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to approve this draft as our final draft, and authorize Staff to send it EPA by hard copy as well as electronically.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## **HEALTH AND HUMAN SERVICES DEPT. ITEMS**

14. RECEIVE UPDATE FROM TRAVIS COUNTY HEALTH AND HUMAN SERVICES ON THE AMERICAN REINVESTMENT AND RECOVERY ACT WEATHERIZATION ASSISTANCE PROGRAM. (11:18 AM)

**Members of the Court heard from:** Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Deborah E. Britton, Director, Community Services Division, TCHHS&VS; Cyd Grimes, Travis County Purchasing Agent; Andrea Colunga Bussey, Division Director, Family Support Services, TCHHS&VS; Travis Gatlin, Budget Analyst, Planning and Budget Office (PBO); and Lance Pearson, Housing Manager, TCHHS&VS.

Discussion only. No formal action taken.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (11:46 AM)
- A. RECEIVE THE RESULTS OF THE ENVIRONMENTAL ASSESSMENT FOR THE LAVA LANE ROADWAY EXTENSION PROJECT; AND
- B. ADVERTISEMENT OF THE FINDING OF NO SIGNIFICANT IMPACT AND REQUEST FOR RELEASE OF FUNDS FOR THE LAVA LANE ROADWAY EXTENSION PROJECT.

**Clerk's Note:** Items 15.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); and Sherri Fleming, Executive Manager, TCHHS&VS.

**Motion by Commissioner Gómez and seconded by Commissioner Davis** that we receive the results of the environmental assessment.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court discussed posting the advertisement in the Austin Chronicle and Ahora Si ! the Spanish version of the Austin American Statesman.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we authorize the advertising in both newspapers.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

16. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTED DEBT ISSUANCE SCHEDULE AND FUNDING FOR FISCAL YEAR 2010 CAPITAL PROJECTS. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY, AND GOV'T. CODE ANN. 551.072, REAL PROPERTY) (11:54 AM) (3:26 PM) (4:36 PM)

**Clerk's Note:** Judge Biscoe announced that Item 16 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Members of the Court heard from:** Rodney Rhoades, Executive Manager, PBO; and Ladd Pattillo, Travis County Financial Adviser.

Discussion only. No formal action taken.

Item 16 to be reposted on March 16, 2010.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:16 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**18. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(10:16 AM)**

- A. ANNUAL APPLICATION TO THE EMERGENCY FOOD AND SHELTER BOARD FOR HEALTH AND HUMAN SERVICES TO CONTINUE TO PROVIDE EMERGENCY UTILITY ASSISTANCE TO QUALIFIED TRAVIS COUNTY RESIDENTS UNDER THE EMERGENCY FOOD AND SHELTER PROGRAM - PHASE 28;**
- B. BIENNIAL APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN TO CONTINUE FOR THE SAFE HAVENS: SUPERVISED VISITATION AND SAFE EXCHANGE GRANT PROGRAM IN COUNSELING AND EDUCATION SERVICES AND APPROVE MEMORANDUM OF UNDERSTANDING WITH RELEVANT COMMUNITY PARTNERS TO PLAN AND DEVELOP EFFECTIVE RESPONSES TO VIOLENCE AGAINST WOMEN;**
- C. APPLICATION FOR A NEW GRANT TO THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES: SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION FOR THE COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT TO RECEIVE THE GRANT TO EXPAND SUBSTANCE ABUSE TREATMENT CAPACITY FOR ADULT DRUG COURTS; AND**
- D. CONTRACT AMENDMENT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO PROVIDE ADDITIONAL RESOURCES FOR THE LOW INCOME VEHICLE REPAIR, ASSISTANCE, RETROFIT, AND ACCELERATED VEHICLE RETIREMENT PROGRAM WITHIN THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT.**

**Clerk's Note:** Items 18.A-D approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**ADMINISTRATIVE OPERATIONS ITEMS**

19. DISCUSS AND ACKNOWLEDGE RECEIPT OF CREDIT OF \$79,012.21 FROM UNITED HEALTHCARE STOP LOSS COVERAGE FOR CLAIMS PAID BY THE EMPLOYEE HEALTH BENEFITS FUND FOR THE PERIOD OF FEBRUARY 19 TO 25, 2010. (2:24 PM)

**Members of the Court heard from:** Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); and Cindy Purinton, Benefit Administrator, HRMD.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we receive the credit of \$79,012.21 from United Healthcare (UHC).

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

20. CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY HEALTH FUND REPORTS AND EMPLOYEE WELLNESS AND HEALTH CLINIC GOALS: (2:27 PM)
- A. REVIEW ANNUAL HEALTH FUND REPORT FOR FISCAL YEAR 2009;
  - B. STATUS REPORT ON HEALTH FUND FOR FISCAL YEAR 2010; AND
  - C. STATUS REPORT ON WELLNESS PROGRAM GOALS.

**Clerk's Note:** Items 20.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Dan Mansour, Risk and Benefits Manager, HRMD; Matt Nolte, Strategic Account Manager, United Healthcare (UHC); Cindy Purinton, Benefit Administrator, HRMD; Travis Gatlin, Budget Analyst, PBO; Dr. Hari Dhir M.D. MPH MBA, Medical Director, Wellness Clinic; Norman McRee, Financial Analyst, Lead, HRMD; and Jennifer Brindlee, Service Consultant, UHC.

Discussion only. No formal action taken.

**MARCH 9, 2010 VOTING SESSION**

**PAGE 14**

21. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:16 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING: (10:16 AM)

A. TRAVIS COUNTY PRECINCT TWO OFFICE BUILDING DEDICATION PLAQUE; AND

B. REQUEST TO SET DEDICATION CEREMONY OF THE TRAVIS COUNTY PRECINCT TWO OFFICE BUILDING ON APRIL 12, 2010, AT 11:00 A.M. (COMMISSIONER ECKHARDT)

**Clerk's Note:** Items 22.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**OTHER ITEMS**

23. AT 1:45 P.M. RECEIVE BRIEF PRESENTATION AND DISCUSS IMPLEMENTING A VETERAN'S COURT IN THE CRIMINAL COURTS. (1:45 PM)

**Members of the Court heard from:** The Honorable Michael Denton, Judge, County Court at Law Number 4; Jason Steans, Assistant County Attorney; Debra Hale, Court Coordinator; and David Escamilla, Travis County Attorney.

Discussion only. No formal action taken.

24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACT WITH ENVISION CENTRAL TEXAS. (10:21 AM)

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; Jessica Rio, Assistant Budget Manager, PBO; and John Hille, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Davis** that we direct County Staff to put together an appropriate contract with a scope of service; that the source of funding be Allocated Reserve.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LETTER REQUESTING THAT TRAVIS COUNTY BE INCLUDED WITHIN THE SERVICE AREA OF FOREIGN TRADE ZONE NUMBER 183, SPONSORED BY THE FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC. (JUDGE BISCOE)  
(2:00 PM)

**Members of the Court heard from:** Joe Vining, Chairman, Foreign Trade Zone for Central Texas Board and Senior Vice-President, Economic Development, Round Rock Chamber of Commerce; Adriana Cruz, Vice-President, Global Recruitment, Austin Chamber of Commerce; Bill Methenitis, Ernst and Young; and Maurice Priest, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Huber** to approve the request.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING VARIOUS MATTERS RELATED TO THE DOWNTOWN CENTRAL CAMPUS MASTER PLAN, INCLUDING: (10:32 AM)
- A. PHASE TWO STEPS FOR THE MASTER PLANNING PROCESS AS OUTLINED IN THE COUNTY'S CONTRACT WITH BROADDUS AND ASSOCIATES;
  - B. PROPOSED COMMUNITY OUTREACH PROCESS;
  - C. PROPOSED COLLABORATION DIAGRAM TO HELP GUIDE THE PROCESS;
  - D. PROPOSED CONTRACT MODIFICATION FOR NAMED PROJECT EXECUTIVE; AND
  - E. OTHER RELATED ITEMS.

**Clerk's Note:** Items 26.A-E are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Christian Smith, Special Assistant to the Commissioners Court; Steven Coulston, Vice President, Planning, Broaddus and Associates; Susan Spataro, Travis County Auditor; and Leslie Stricklan, Project Manager, Facilities Management.

**Motion by Judge Biscoe and seconded by Commissioner Eckhardt** to approve Items 26.A-C, with the understanding that these are fluid and we may have to revisit them in the future.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Items 26.D&E discussion only. No formal action taken.

Item 26.D to be reposted when ready.



27. RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY ACTIVITIES REGARDING THE 2010 CENSUS, INCLUDING: (2:12 PM)
- A. CENSUS SUMMIT TO BE CONVENED BY JUDGE BISCOE AND MAYOR LEFFINGWELL, ON MARCH 10, 2010, AT 5:30 P.M. AT CITY HALL;
  - B. PROCLAMATION DECLARING MARCH 19 THROUGH 21, 2010 AS "CENSUS SABBATH WEEKEND" IN TRAVIS COUNTY, AND ENCOURAGING ALL COMMUNITIES OF FAITH TO EDUCATE THEIR MEMBERS ABOUT THE IMPORTANCE OF THE CENSUS; AND
  - C. SUMMARY OF ACTIVITIES PLANNED BY TRAVIS COUNTY DEPARTMENTS AND INDEPENDENT ELECTED OFFICIALS.

**Clerk's Note:** Items 27.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer; and Bruce Elfant, Constable, Precinct 5.

Discussion only. No formal action taken.

28. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR TRAVIS COUNTY TO APPROVE MODIFICATION OF COMPOSITION OF CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) POLICY BOARD AS REQUIRED BY THE JOINT POWERS AGREEMENT. (3:01 PM)

**Motion by** Commissioner Huber that we not approve the new modification proposed for the composition of the Capital Area Metropolitan Planning Organization (CAMPO) area.

**Clerk's Note:** Motion died for lack of a second.

**Clerk's Note:** Judge Biscoe noted that the CAMPO Board had discussed options for modifying the composition of the Board, and had approved Option 2.

**Motion by** Judge Biscoe and **seconded by** Commissioner Eckhardt to approve Option 2.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	no
Precinct 4, Commissioner Margaret J. Gómez	yes

## EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

29. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. MH STAFFORD AND JOANN STAFFORD (DAVID L. DAY RESALE DEED). <sup>1</sup> (3:26 PM) (4:36 PM)

**Clerk's Note:** Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** John Hille, Assistant County Attorney; and Barbara Wilson, Assistant County Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we authorize the County Judge to execute the prepared tax resale deed to David L. Day, who has delivered to Travis County the sum of \$3,000.00, in cash.

**A Substitute Motion was made by Commissioner Huber and Seconded by Commissioner Eckhardt** that we reject the offer.

**Withdrawal of the Substitute Motion and Second was made by Commissioner Huber and Commissioner Eckhardt.**

**Clerk's Note:** The Court did not take a Vote on the Standing Motion and Second.

Discussion only. No formal action taken.

Item 29 to be reposted on March 16, 2010.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON BROKERAGE SERVICES AGREEMENT WITH UGL EQUIS CORPORATION. <sup>1</sup> (3:38 PM)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 30 postponed until March 16, 2010.

31. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING MARY ANN WARD VS. TRAVIS COUNTY, TEXAS ET AL. <sup>1</sup> (3:26 PM) (4:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we reject the offer, and that offer was in the amount of \$325,000.00.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

32. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING CASE OF STRICKLAND, ET AL. VS. TRAVIS COUNTY AND THE CITY OF AUSTIN. <sup>1</sup> (3:26 PM) (4:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Commissioner Huber and seconded by Commissioner Gómez** that we authorize Legal to proceed with the settlement on this case under the terms outlined.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

33. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR DOWNTOWN OFFICE BUILDING BY D2000, A TURN KEY DEVELOPMENT COMPANY. <sup>1 AND 2</sup> (3:26 PM) (4:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 33 was not discussed.

Item 33 to be reposted on March 16, 2010.

34. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO AUBREE LEDBETTER. <sup>1</sup> (3:26 PM)

**Clerk's Note:** Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 34 postponed.

35. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO KATHY KUECKER. <sup>1</sup> (3:26 PM) (4:39 PM)

**Clerk's Note:** Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we reject the offer, and agree to settle this for \$4,938.00.

**Withdrawal of the Previous Motion and Second was made by Judge Biscoe and Commissioner Gómez.**

Item 35 to be reposted on March 16, 2010.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT FOR MANCHACA COMMUNITY CENTER. <sup>1 AND 2</sup> (3:26 PM) (3:27 PM) (4:41 PM)

**Clerk's Note:** Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Members of the Court heard from:** T.J. Greaney, Travis County Resident; Mary Ann Naumann, Travis County Resident; and Maurice Priest, Travis County Resident.

**Motion by Commissioner Huber and seconded by Commissioner Davis** that effective Wednesday, March 24th, 2010, at 10:00 AM, that Travis County revoke the license granted to Clarence Vogel d/b/a Vogel Enterprises in relationship to the Manchaca Community Center and terminate the Second Novation of License Agreement for the operation of the Community Center between Travis County and Clarence Vogel d/b/a Vogel Enterprises, entered into in June, 2009; and also, that we give the community leadership out there that's been so actively working to try to keep this community center going, 60 days to come forth with a proposal to us on a way to move forward with this Community Center in a way that would service the community and the people involved.

**A Friendly Amendment to the previous Motion was offered by Commissioner Eckhardt** that a prerequisite for a proposal would be that the license agreement would be with someone other than Mr. Vogel.

**Acceptance of the Friendly Amendment was made by Commissioner Huber.**

**A Clarification of the Previous Motion was made by Judge Biscoe** that is to terminate the license agreement effective March 24th, 2010, at 10:00 AM and in response to comments we heard today, we're asking the community to submit a specific proposal to us regarding use of the Community Center in 60 days from today, Tuesday, March 9, 2010.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court noted that the check offered by the Community Center was not posted for discussion; this will be posted on the Agenda for the March 16, 2010 Voting Session. The Court will continue discussion with the community leadership on the best course of action.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT FOR MANCHACA COMMUNITY CENTER. <sup>1 AND 2</sup> (3:26 PM) (3:27 PM) (4:41 PM)

**Clerk's Note:** Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Members of the Court heard from:** T J Greaney, Travis County Resident; Mary Ann Naumann, Travis County Resident; and Maurice Priest, Travis County Resident.

**Motion by Commissioner Huber and seconded by Commissioner Davis** that effective Wednesday, March 24th, 2010, at 10:00 AM, that Travis County revoke the license granted to Clarence Vogel dba Vogel Enterprises in relationship to the Manchaca Community Center and terminate the Second Novation of License Agreement for the operation of the Community Center between Travis County and Clarence Vogel dba Vogel Enterprises, entered into in June, 2009; and also, that we give the community leadership out there that's been so actively working to try to keep this community center going, 60 days to come forth with a proposal to us on a way to move forward with this Community Center in a way that would service the community and the people involved.

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<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**Clerk's Note:** The Court noted that the check offered by the Community Center was not posted for discussion; this will be posted on the Agenda for the March 16, 2010 Voting Session. The Court will continue discussion with the community leadership on the best course of action.

**ADDED ITEMS**

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF HENRY GILMORE TO THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY BOARD. (3:16 PM)

**Members of the Court heard from:** Maurice Priest, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** to approve the reappointment of Henry Gilmore to the Central Texas Regional Mobility Authority (CTRMA) board.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	no
Precinct 4, Commissioner Margaret J. Gómez	yes

**ADJOURNMENT**

**Motion by Commissioner Davis and seconded by Commissioner Gómez** to adjourn the Voting Session. (4:43 PM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**MINUTES APPROVED BY THE COMMISSIONERS' COURT**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session March 23, 2010 Executive Session \_\_\_\_\_  
 Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
 (Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to (1) approve a letter to the Texas Department of Housing and Community Affairs that asks for an amendment in the Program Design of the Neighborhood Stabilization Program and (2) provide an update on the progress of the Program.

Approved by: \_\_\_\_\_  
 Signature of Commissioner(s) or Judge

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)  
 \_\_\_\_\_ 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.



# TRAVIS COUNTY HOUSING FINANCE CORPORATION



## AGENDA MEMO (1)

**To:** TCHFC Board of Directors  
**From:** Miguel Gonzalez, Sr. Financial Analyst  
**Date:** March 23, 2010  
**Re:** Amend program design of the Neighborhood Stabilization Program.

### Requested Action

Authorized Samuel T. Biscoe, Board President, to execute the attached letter addressed to the Texas Department of Housing and Community Affairs requesting a change in the program design of the Neighborhood Stabilization Program.

### Background

As TCHFC staff has implemented the NSP program, we have continually reviewed opportunities to effectively utilize these funds within Travis County while meeting the requirements of the Housing and Economic recovery Act of 2008 ("HERA").

One such possible opportunity is to allow access of TCHFC NSP funds to Austin Habitat for Humanity to assist households at or below 50% of Area Median Income ("AMI"). A joint meeting between TCHFC, TDHCA, and Austin Habitat was held to discuss this possibility and was deemed favorable given Austin Habitat's extensive experience and structure within the Travis County area.

To allow this, TCHFC must first meet the minimum requirement of utilizing not less than 35% of non-administrative NSP funds to benefit households at or below 50% AMI. Our current program design sets a higher threshold of 76% of non-administrative NSP funds to benefit households at or below 50% AMI.

This request will reduced percentage of households at or below 50% AMI assisted directly by TCHFC (*from the current 76% down to 35%*) and allow Austin Habitat to access a minimum of \$522,000 in Texas NSP funds to assist households at or below 50% AMI.

### Recommendation

Staff recommends approval of the amendment request.

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Director  
Harvey Davis, Manager  
Leigh Ann Sledge, Sr. Financial Analyst

TRAVIS COUNTY  
HOUSING FINANCE CORPORATION

314 W. 11th Street, Suite 540 Austin, Texas 78701 (512) 854-9111

March 23, 2010

Ms. Marie Villarreal  
Neighborhood Stabilization Program Specialist  
Texas Department of Housing and Community Affairs  
P, O, Box 13941  
Austin, Texas 78711-3941

**Re: Travis County Housing Finance Corporation  
Texas Neighborhood Stabilization Program  
Contract # 77090000157**

Dear Ms. Villarreal:

The purpose of this letter is to request your approval to amend our Program Design. As we have implemented the NSP program, we have continually reviewed opportunities to effectively utilize these funds while meeting the requirements of the Housing and Economic recovery Act of 2008 ("HERA").

One such opportunity is to allow access of TCHFC NSP funds to Austin Habitat for Humanity to assist households at or below 50% of Area Median Income ("AMI"). To allow for this, we request a reduction in the percentage of households at or below 50% AMI assisted directly by TCHFC (*from the current 76% down to 35%*).

**The Program Design you approved provides, in part, under EXHIBIT A that:**

"These activities shall directly benefit twenty-eight (28) households, of which twenty-eight (28) or one hundred percent (100%) are at or below one hundred twenty percent (120%) of area median income (AMI) per household size according to the most current NSP income limits as promulgated by the US Department of Housing and Urban Development (HUD). At least one million two thousand one hundred eighty-one dollars (\$1,002,181) or not less than seventy-six percent (76%) of the non-administrative amount of the Texas NSP funds as specified in Exhibit B, Budget, Will benefit households at or below fifty percent (50%) AMI through facilitating the purchase and/or redevelopment of foreclosed or abandoned homes or residential properties that will result in permanent housing."

**The Amended Program Design we request approval for will provide for the following:**

"These activities shall directly benefit twenty-**four** (24) households, of which twenty-**four** (24) or one hundred percent (100%) are at or below one hundred twenty percent (120%) of area median income (AMI) per household size according to the most current NSP income limits as promulgated by the US Department of Housing and Urban Development (HUD). At least **four hundred fifty-eight thousand one hundred eighty-one dollars (\$458,181)** or not less than **thirty-five** percent (**35%**) of the non-administrative amount of the Texas NSP funds as specified in Exhibit B, Budget, Will benefit households at or below fifty percent (50%) AMI through facilitating the purchase and/or redevelopment of foreclosed or abandoned homes or residential properties that will result in permanent housing."

Thank you for considering our request.

Very truly yours,

Samuel T. Biscoe, President

# TRAVIS COUNTY HOUSING FINANCE CORPORATION



## Agenda Item Memo (2)

**To:** Board of Directors  
**From:** Harvey Davis, Manager  
 Miguel Gonzalez, Sr. Financial Analyst  
**Date:** 03/18/2010  
**Re:** Texas NSP Contract Update

### TCHFC NSP CONTRACT SUMMARY

The following are the major features of the Texas NSP contract:

Contract Period: September 1, 2009 – November 30, 2010

Contract Milestones:	November 2009	General Environmental Clearance
	May 2010	Funds 100% Obligated
	February 2010	Addresses set-up in System
	November 2010	Contract 100% Expended

#### Contract Funding:

▪ Texas NSP Funds ( <i>grant</i> )	\$1,307,181
▪ 4% Administrative Fee ( <i>grant</i> )	<u>\$ 65,359</u>
<i>Total Grant</i>	<i>\$1,372,540</i>
▪ Amount of Corporation's match funds:	<u>\$ 0</u>
<b>TOTAL</b>	<b><u>\$1,372,540</u></b>

### TCHFC NSP ACTIVITY

#### Quick Stats:

Total Applications Approved: 17  
 Total Applications Processed: 40  
 Total Individual Registered: 490  
 Total Closings: 3 - (\$51,096 in NSP assistance provided)

## **TCHFC NSP PROGRAM PROGRESS**

### **To the Board of Directors of Travis County Housing Finance Corporation:**

When first looking at how we would implement NSP in Travis County, staff knew that we would have to take an active role to both reach qualified low income households and qualified foreclosed properties that would meet the strict and extensive requirements set by both the Department of Housing and Urban Development ("HUD") and Texas Department of Housing and Community Affairs ("TDHCA").

The "Quick Stats" listed above confirm that a significant amount of outreach administrative work and organizational capacity is required to identify qualified households and properties that conform to NSP requirements. Implementing NSP in Travis County was further complicated by the "newness" of the program that resulted in significant delays of detailed implementation guidelines from both HUD and TDHCA.

NSP was passed by Congress in June of 2008 to help stabilize home values in neighborhoods facing high rates of foreclosures. These NSP funds were made contractually available to TCHFC through TDHCA on September 2010; however, actual funds were not effectively available to TCHFC until December 2010. In the time between June 2008 and December 2010, the Travis County housing market had strengthened mainly due to an expanded pool of active homebuyers in the market. This expanded pool of homebuyers was partially the result of increased investor activity and first-time homebuyers taking advantage of the home-buyer-tax-credit.

The takeaway from the analysis listed above is that there still remains a high level of foreclosed properties hitting the market in NSP targeted neighborhoods; however, due to an increase in buyers, these homes are being naturally absorbed. To illustrate this point, in the past 90 days foreclosures represented over 57% of all home sales in NSP targeted neighborhoods with an average days on market of 24 compared to an average days on market of 90 for non-foreclosure property sales.

Regardless of these issues, our constant proactive efforts brought TCHFC within a couple of days of being the very first to close an NSP funded transaction in the entire state of Texas. Based on our conversations with TDHCA, we are definitely one of the forefront organizations in implementing NSP homebuyer financing mechanisms in the state.

We have utilized \$51,096 to assistance three households between 50% - 120% area median income ("AMI"). We have yet to expend any of the at-or-below 50% AMI category that makes available \$1,307,181 for 100%, zero interest permanent finance.

As we work to meet the May 2010 - 100% of funds committed milestone, we will heighten our focus and efforts on closing families at or below 50% AMI. This will allow us to drawdown more NSP funds with fewer transactions while providing unique homeownership opportunities to households that would have no other practical alternatives for such. We currently have three households between 50% - 120% AMI households qualified and shopping; and seven households below 50% AMI as strong prospects. Additionally, we have worked with TDHCA and the city of Austin to expand the areas of qualified foreclosed homes to within the city of Austin.

An overreaching benefit to Travis County is the additional capacity TCHFC has built to address housing issues in the County. NSP has allowed us to build systems that can meet CDBG requirements and can process over 490 inquiries for assistance by Travis County households. We have also forged new and/or expanded working relationships with housing organizations to allow collaboration on future housing initiatives in Travis County.

cc: Rodney Rhoads, Executive Manager  
Leroy Nellis, Budget Director

**FIRST TCHFC NSP CLOSING**  
**February 25, 2010**



Homebuyer: Jill Thompson  
Occupation: Second Grade School Teacher  
Employer: Manor I.S.D.

With homebuyer assistance from TCHFC NSP program, Jill purchased a 1,707 sq. ft. home in the Manor ISD area for a sales price of \$106,000. Jill received \$28,761 in assistance to cover closing costs, down payment, and principle reduction to make the home affordable.