Updated 04-29-10 at 3:53pm

#1/#14

Travis County Commissioners Court Agenda Request

Voting Session **5/4/10** (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 regarding a request to authorize the filing of an instrument to vacate four 5' wide public utility easements on either side of the common lot lines between Lots 692 & 693 and Lots 693 & 694 and a 15' wide drainage easement centered along the common lot line of Lots 693 and 694 all being within Apache Shores, Section 3 – a subdivision within Precinct 3.

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

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

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

Anna Bowlin:	854-7561	Stacey Scheffel:	854-9383
Chris Gilmore:	854-9415	Don Grigsby:	854-7560

RECEIVED COUNTY JUDGE'S OFFICE 10 APR 26 PM 4:08

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.

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

MEMORANDUM

DATE: April 21, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director – Development Services

SUBJECT: Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate four 5' wide public utility easements on either side of the common lot lines between Lots 692 & 693 and Lots 693 & 694 and a 15' wide drainage easement centered along the common lot line of Lots 693 and 694 all being within Apache Shores, Section 3 – a subdivision within Precinct 3.

Summary and Staff Recommendation:
The applicant has requested the vacation of four 5' public utility easements (PUE) and a 15' wide drainage easement (DE). Two of the four PUEs are located along either side of the common lot line of Lots 692 and 693 with the other two being located along the common lot line of Lots 693 and 694. The DE is centered along the common lot line of Lots 693 and 694. All three lots are located within the subdivision of Apache Shores, Section 3. The property owner requests that these easements be vacated so that a proposed house and septic system can be constructed without encroaching on the subject easements.

In regards to the drainage easement, Professional Engineer Kurt M. Prossner visited the site on January 26, 2010. After his visit to the site he sealed a letter detailing his findings and his recommendation. He states:

> "It is our opinion that there is very little if any drainage that gets discharged into the drainage easement in question and we would recommend that Travis County consider the request to release that easement."

In regards to the four public utility easements, the utility companies operating in the area have stated that they have no need for the subject easements. All three lots front on Crazyhorse Pass, a street not maintained by Travis County. As of this memo staff has received one inquiry in regards to this vacation request. After explaining the purpose behind the request, the inquirer stated they were not opposed to the vacation. TNR recommends the vacation of these easements as described in the attached Order of Vacation and as shown on the attached field notes and sketches.

Budgetary and Fiscal Impact:
None.

Issues and Opportunities:
Approving this vacation request will allow the property owner to construct their proposed house and septic system without encroaching on the subject easements. Basic Development Permit #10-0174 is pending.

Exhibits:
Order
Field Notes – PUE
Field Notes – DE
Letter of request (2)
Engineer's Letter
Utility sign-offs
Sign affidavit and pics
Maps

PS:AMB:ps

1105 Apache Shores, Section 3

10-DE/PUE-01

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the owner of Lots 692, 693, and 694 of Apache Shores, Section 3, as recorded at Volume 50, Page 81 of the Plat Records of Travis County, Texas, has requested the vacation of four 5' public utility easements (PUE) and a 15' wide drainage easement (DE) with two of the PUEs being located along the common lot line of Lots 692 and 693, the other two being located along the common lot line of Lots 693 and 694, and the 15' DE being centered along the common lot line of Lots 693 and 694, as shown and referenced on said plat, in order to construct a house and septic system on said lots; and

WHEREAS, the utility companies, serving the area, have indicated that they have no need for the public utility easements requested to be vacated; and

WHEREAS, an independent professional engineer has visited the site and recommends the drainage easement be released; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the four 5' public utility easements and the 15' wide drainage easement; and

WHEREAS, a public hearing was held on May 4, 2010, pursuant to this action;

NOW, THEREFORE, the Commissioners Court of Travis County, Texas orders that the two 5' PUEs located along the common lot line of Lots 692 and 693, the two 5' PUEs located along the common lot line of Lots 693 and 694, and the 15' wide drainage easement centered along the common lot line of Lots 693 and 694, all being located within Apache Shores, Section 3 and as described in the attached field notes and sketches, are hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2010.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

_____
COMMISSIONER KAREN HUBER
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

FIVE FOOT WIDE PUBLIC UTILITY EASEMENT
869 SQ. FT. / 0.02 ACRE
(Lot 692 East line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 692 and 693 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the east boundary of said Lot 692, N01°27'W, 10.47 feet to a point for the Southeast corner of the herein described easement and its **POINT OF BEGINNING**.

THENCE through the interior of said Lot 692 along curve to the left, having a radius of 195.22 feet for an arc distance of **5.24 feet** to a point for the Southwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 692, **N01°27'W, 171.26** feet to a point for the Northwest corner of the herein described easement;

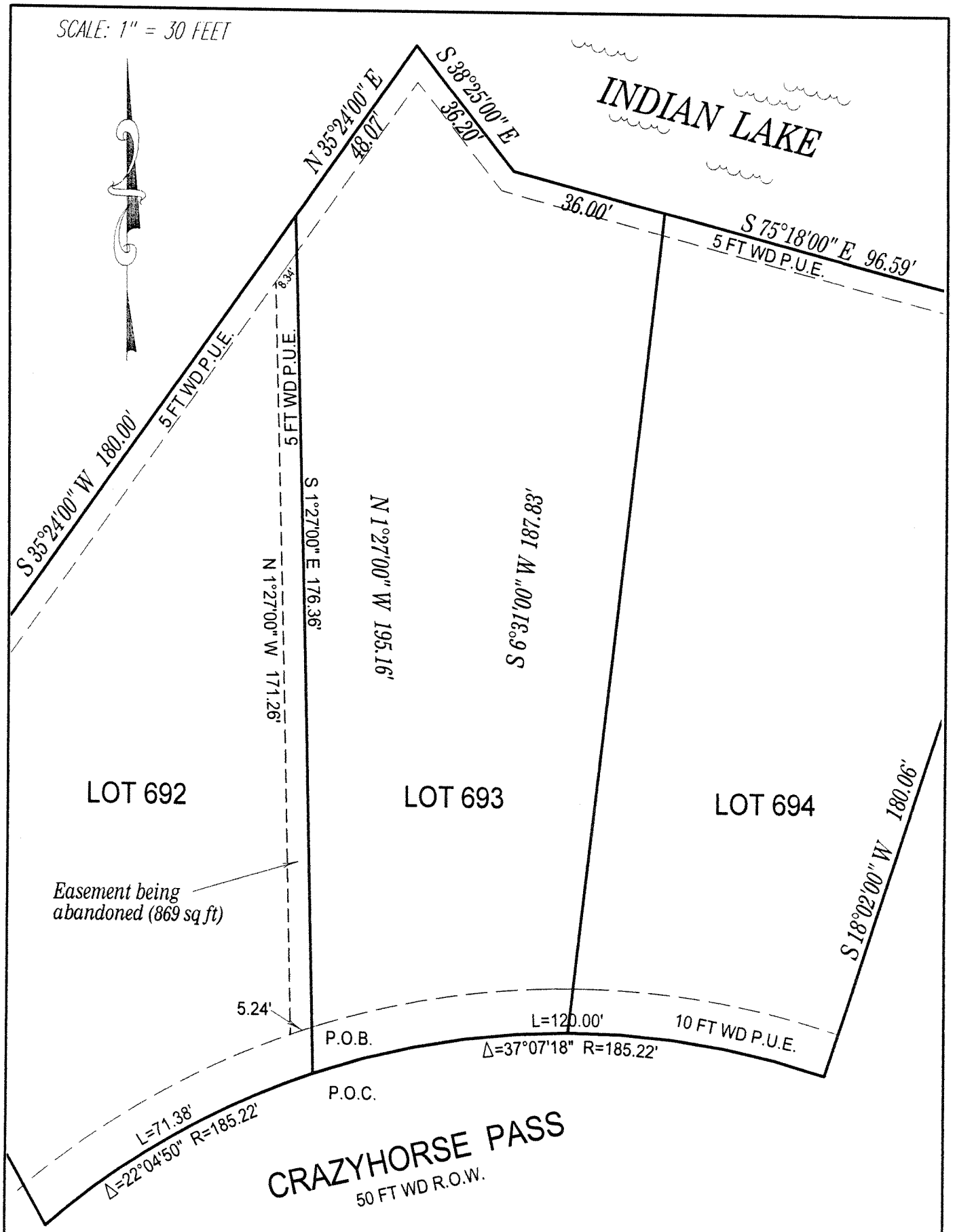
THENCE continuing through the interior of said Lot 692, **N35°24'E, 8.34** feet to a point in the east boundary of said Lot 692 for the Northeast corner of the herein described easement;

THENCE with the east boundary of said Lot 692, **S01°27'E, 176.36** feet to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839

Updated 04-29-10 at 3:53pm



AMENDED PLAT OF APACHE SHORES SECTION 3, RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS OF TRAVIS COUNTY

FIVE FOOT WIDE PUBLIC UTILITY EASEMENT
895 SQ. FT. / 0.02 ACRE
(Lot 693 West line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 692 and 693 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the west boundary of said Lot 693, N01°27'W, 10.47 feet to a point for the Southwest corner of the herein described easement and its **POINT OF BEGINNING.**

THENCE with the west boundary of said Lot 693, **N01°27'W, 176.36** feet to a point for the Northwest corner of the herein described easement;

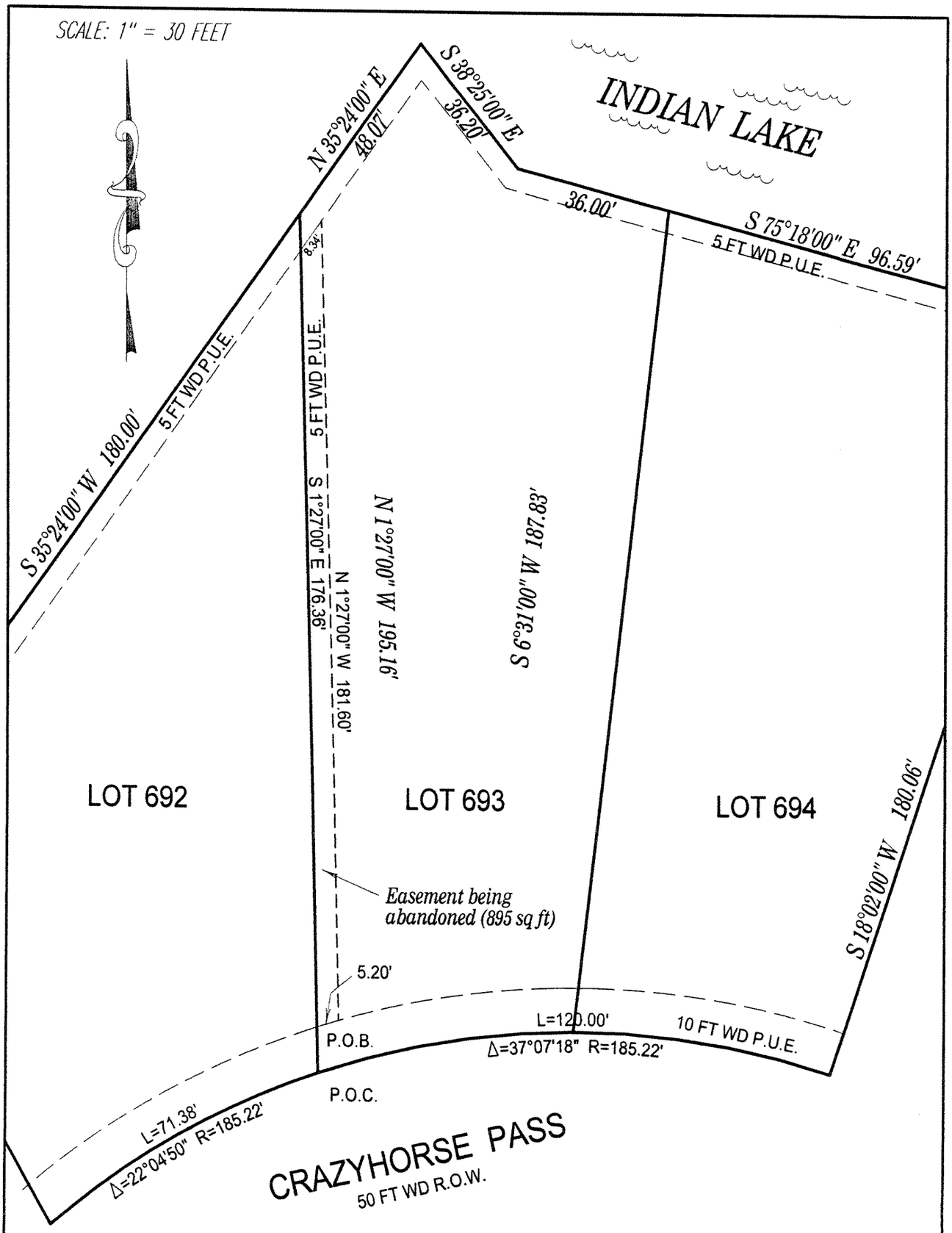
THENCE through the interior of said Lot 693, **N35°24'00"E, 8.34** feet to a point for the Northeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, **S01°27'E, 181.60** feet to a point for the Southeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, along a curve to the left, having a radius of 195.22 feet for an arc distance of **5.20 feet** to the **POINT OF BEGINNING.**

Prepared this the 2nd day of February, 2010.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



AMENDED PLAT OF APACHE SHORES SECTION 3, RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

EASEMENT ABANDONMENT

NOTE: This plat is a companion document to a Metes and Bounds Description dated February 2, 2010 preapred from record plat calls.

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TEXAS LAND BOUNDARIES
PROFESSIONAL LAND SURVEYING
a division of Tri-Tech Surveying Co., L.P
WWW. SURVEYINGCOMPANY.COM
2616 Junction Highway
Kerrville Texas, 78028
Phone: (830) 257-3839
Fax: (830) 896-6317

AUS-781-09

7.5 FOOT WIDE PUBLIC UTILITY EASEMENT
1303 SQ. FT. / 0.03 ACRE
(693 East line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 693 and 694 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the east boundary of said Lot 693, N06°31'E, 10.07 feet to a point for the Southeast corner of the herein described easement and its **POINT OF BEGINNING**.

THENCE through the interior of said Lot 693 along curve to the left, having a radius of 195.22 feet for an arc distance of **7.57 feet** to a point for the Southwest corner of the herein described easement;

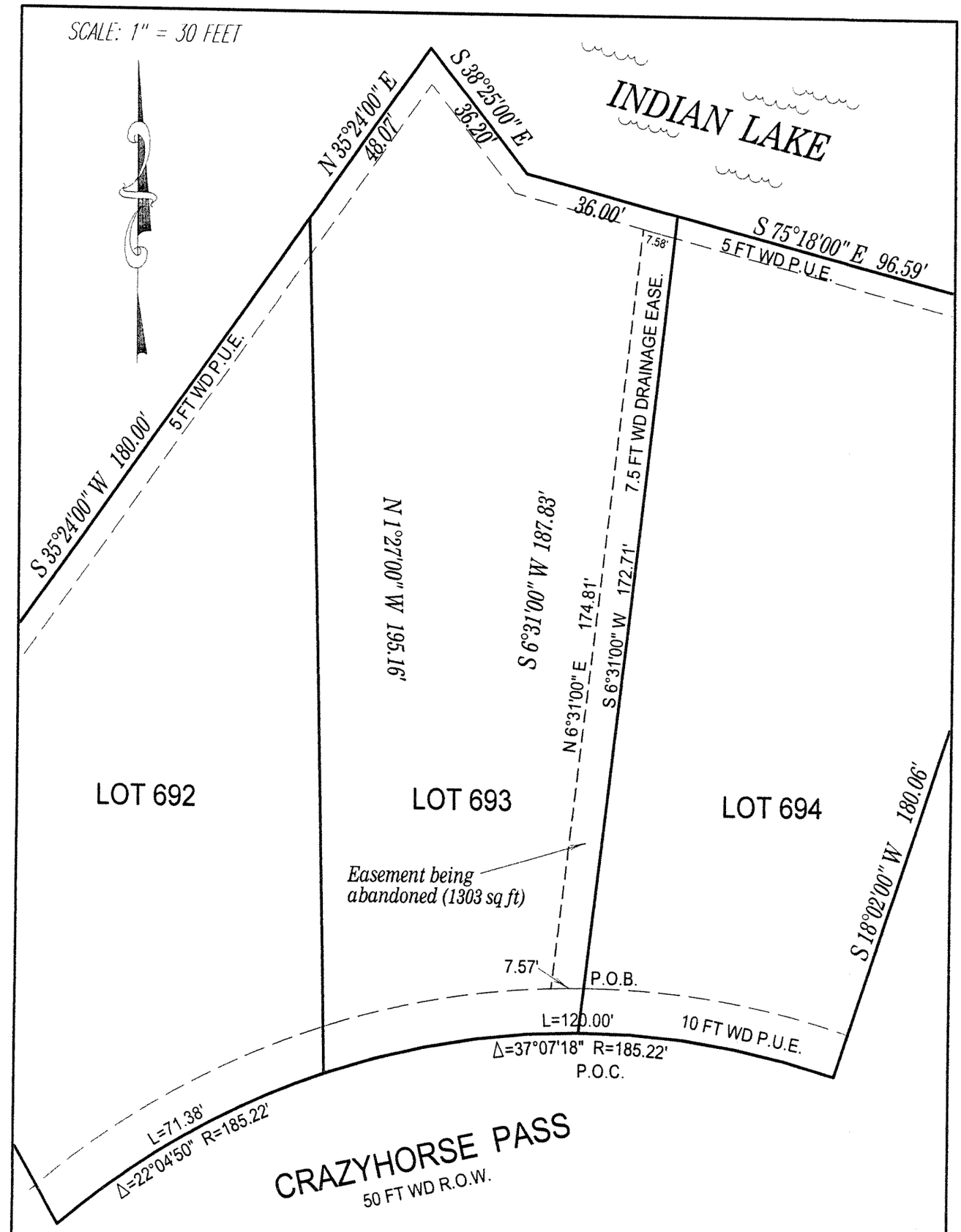
THENCE continuing through the interior of said Lot 693, **N06°31'E, 174.81** feet to a point for the Northwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, **S75°18'E, 7.58** feet to a point in the east boundary of said Lot 693 for the Northeast corner of the herein described easement;

THENCE with the east boundary of said Lot 693, **S06°31'W, 172.71** feet to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



AMENDED PLAT OF APACHE SHORES SECTION 3, RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

EASEMENT ABANDONMENT

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Kerrville Texas, 78028
Phone: (830) 257-3839
Fax: (830) 896-6317

AUS-781-09

7.5 FOOT WIDE PUBLIC UTILITY EASEMENT
1288 SQ. FT. / 0.03 ACRE
(694 West line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 693 and 694 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the west boundary of said Lot 694, N06°31'E, 10.07 feet to a point for the Southwest corner of the herein described easement and its **POINT OF BEGINNING**.

THENCE with the west boundary of said Lot 694, **N06°31'E, 172.71** feet to a point for the Northwest corner of the herein described easement;

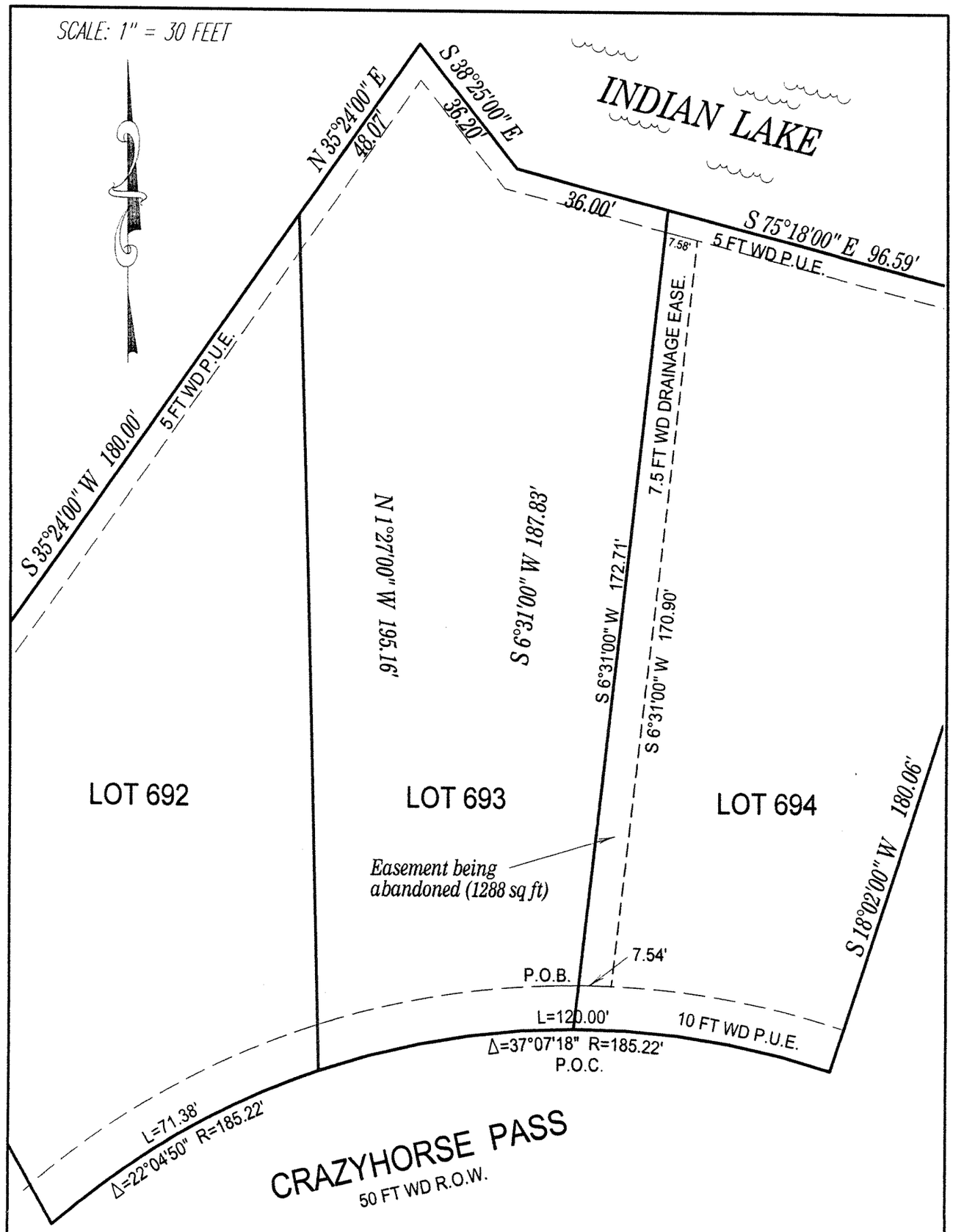
THENCE through the interior of said Lot 694, **S75°18'E, 7.58** feet to a point for the Northeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 694, **S06°31'W, 170.90** feet to a point for the Southeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 694, along a curve to the left, having a radius of 195.22 feet for an arc distance of **7.54 feet** to the **POINT OF BEGINNING**.

Prepared this the 2nd day of February, 2010.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



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EASEMENT ABANDONMENT

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AUS-781-09

FIVE FOOT WIDE PUBLIC UTILITY EASEMENT
860 SQ. FT. / 0.02 ACRE
(Lot 693 East line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 693 and 694 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the east boundary of said Lot 693, N06°31'E, 10.07 feet to a point for the Southeast corner of the herein described easement and its **POINT OF BEGINNING.**

THENCE through the interior of said Lot 693 along curve to the left, having a radius of 195.22 feet for an arc distance of **5.03 feet** to a point for the Southwest corner of the herein described easement;

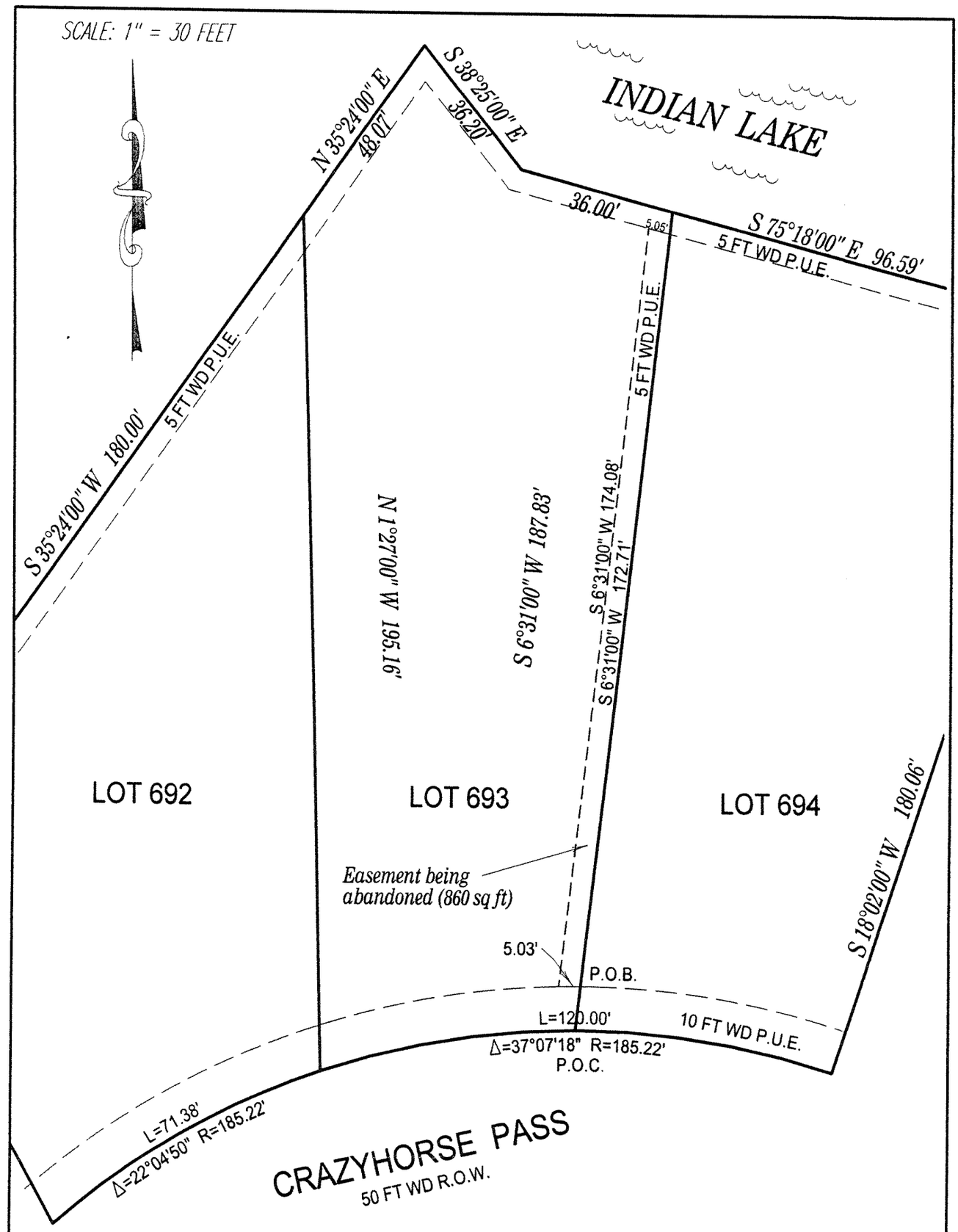
THENCE continuing through the interior of said Lot 693, **N06°31'E, 174.08** feet to a point for the Northwest corner of the herein described easement;

THENCE continuing through the interior of said Lot 693, **S75°18'E, 5.05** feet to a point in the east boundary of said Lot 693 for the Northeast corner of the herein described easement;

THENCE with the east boundary of said Lot 693, **S06°31'W, 172.71** feet to the **POINT OF BEGINNING.**

Prepared this the 2nd day of April, 2010.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



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EASEMENT ABANDONMENT

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Phone: (830) 257-3839
Fax: (830) 896-6317
AUS-781-09

FIVE FOOT WIDE PUBLIC UTILITY EASEMENT
867 SQ. FT. / 0.02 ACRE
(694 West line)

COMMENCING at a ½" rebar rod marking the common front corner of Lots 693 and 694 of the Amended Plat of Apache Shores Section 3, recorded in Volume 50, Page 81, Plat Records of Travis County, Texas;

THENCE with the west boundary of said Lot 694, N06°31'E, 10.07 feet to a point for the Southwest corner of the herein described easement and its **POINT OF BEGINNING**.

THENCE with the west boundary of said Lot 694, **N06°31'E, 172.71** feet to a point for the Northwest corner of the herein described easement;

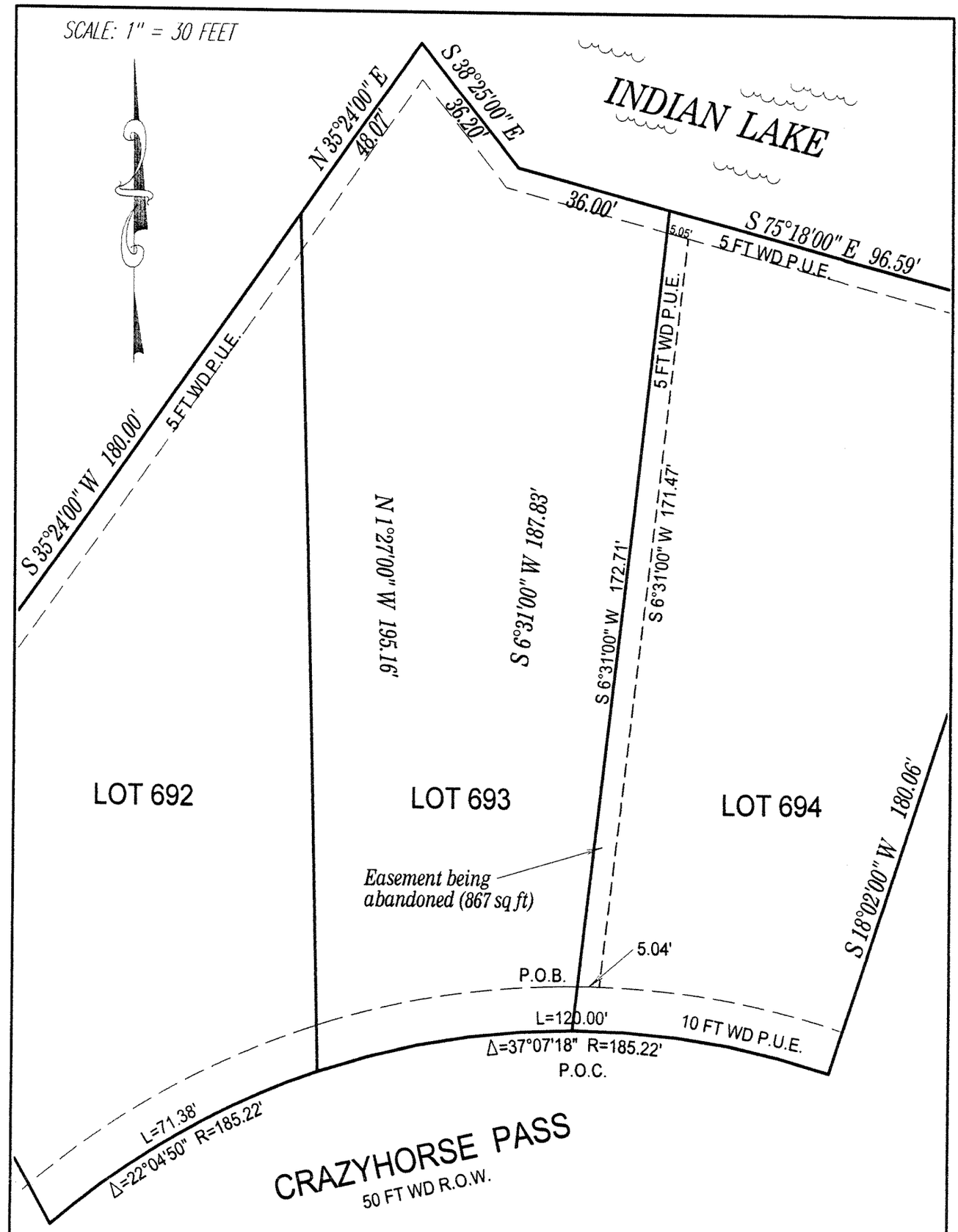
THENCE through the interior of said Lot 694, **S75°18'E, 5.05** feet to a point for the Northeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 694, **S06°31'W, 171.47** feet to a point for the Southeast corner of the herein described easement;

THENCE continuing through the interior of said Lot 694, along a curve to the left, having a radius of 195.22 feet for an arc distance of **5.04 feet** to the **POINT OF BEGINNING**.

Prepared this the 2nd day of April, 2010.

Gary Max Brandenburg
Registered Professional Land Surveyor No. 5164
Texas Land Boundaries
2616 Junction Highway
Kerrville, Texas 78028
830-257-3839



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EASEMENT ABANDONMENT

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Kerrville Texas, 78028
Phone: (830) 257-3839
Fax: (830) 896-6317

AUS-781-09

February 23, 2010

To: Travis County

From: Louie Hausman
Hausman Homes

Re: Vacation of Easement
Lots 692 & 693 Apache Shores, Section 3

We are requesting to vacate the 5' PUE on both sides of the common lot line between Lots 692 and 693 Apache Shores, Section 3.

This is necessary in order to build a single family residence and a septic system on the two lots.

Should you have any questions please feel free to call me.

Thank You,

Louie Hausman
Cell: 512-563-4447
Fax: 512-428-6580
Jhausman1@austin.rr.com
14201 Debba Drive
Austin, TX 78734

February 23, 2010

To: Travis County
From: Louie Hausman
Hausman Homes

Re: Vacation of Drainage Easement
Lots 693 & 694, Apache Shores, Section 3

We are requesting the vacation of the 7.5' drainage easement on each of the above referenced lots. This is necessary in order to make a single family residence and a septic system fit on these lots.

The easement is not needed because there is no drainage crossing the road here. The drainage culvert was installed further down this street.

Enclosed please find:

* Metes and Bounds description sealed by an RPLS
* Sketch showing easement to be vacated
* Sealed drainage study

If you have any questions please do not hesitate to call .

Thank You,

Louie Hausman
Cell: 512-563-4447
Jhausman1@austin.rr.com

Prossner and Associates, Inc.
Consulting Engineers

2601 Chitina Court
Cedar Park, Texas 78613
(512) 918-3343

January 28, 2010

Ms. Stacey Scheffel
Travis County TNR
411 West 13th Street
Austin, Texas 78701

Re: Lots 693 and 694, Apache Shores Subdivision

Ms. Scheffel,

We have been asked by the Owner of Lots 693 and 694 of the Apache Shores Subdivision to review the existing drainage in the area of the Lots to support their request for the release of a fifteen (15) foot drainage easement along the common property line of the Lots. The easement was dedicated by the original Plat and is located in a place that greatly limits what can be constructed on either Lot due to the requirements of setbacks from a septic system.

We visited the site on January 26, 2010 and reviewed what the conditions are. It appears a majority of the drainage from Crazyhorse Pass and upstream properties is being discharged into an exiting 18" CGMP located across the street from Lot 692. The culvert discharges the runoff right at the common corner of Lot's 692 and 1532. It is our opinion that there is very little if any drainage that gets discharged into the drainage easement in question and we would recommend that Travis County consider the request to release that easement.

Attached to this letter is a sketch of the easement in question to be released and a overall drainage area map indicating where we believe the off site flows are being discharged. Should you require any additional information please contact our office.

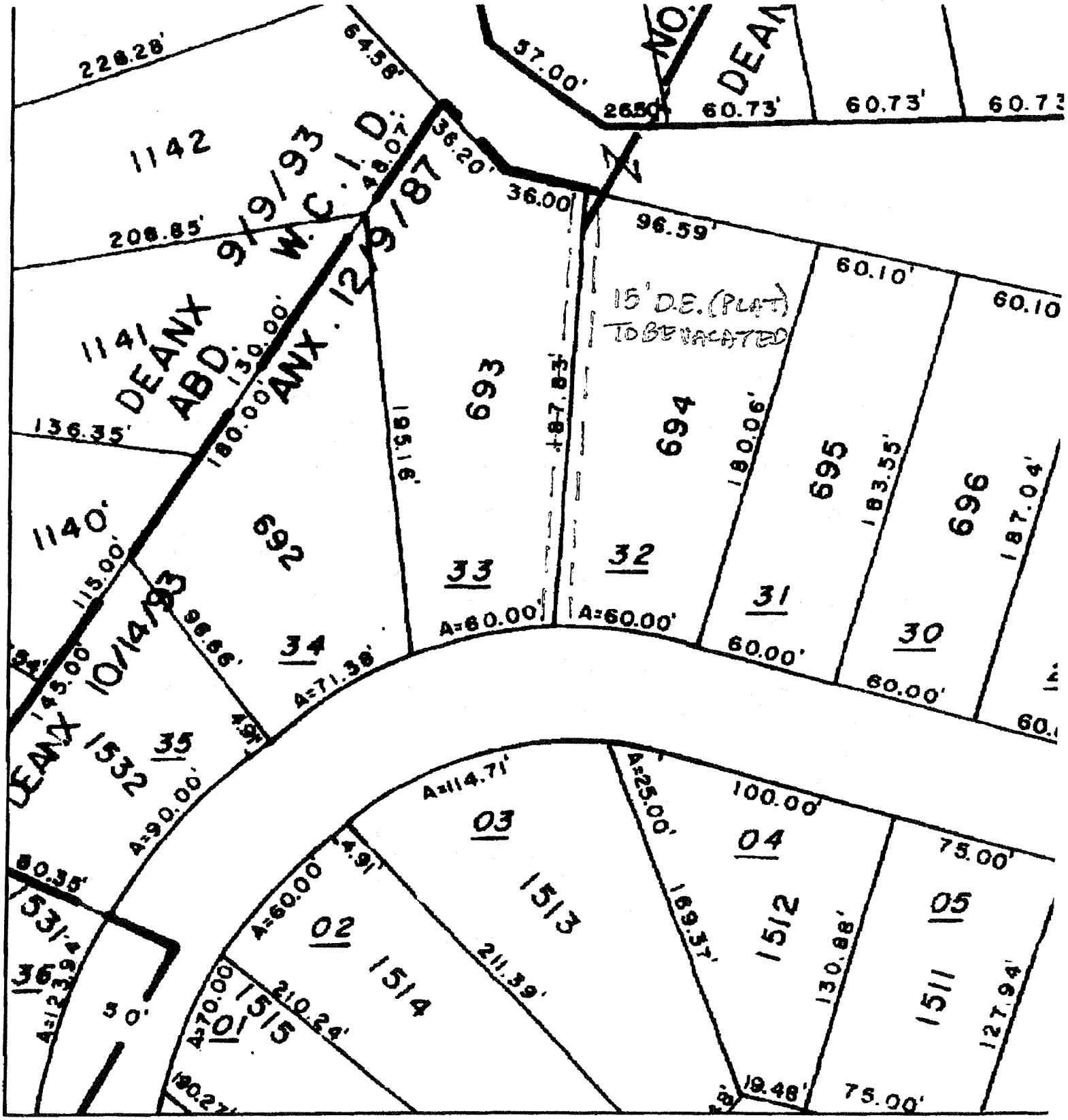
Sincerely,

Kurt M. Prossner, P.E.

STATE OF TEXAS
KURT M. PROSSNER
58191
REGISTERED PROFESSIONAL ENGINEER

Cc: Mr. Lois Hausman

File:crazyhorse/easement_release.doc


1142
9/9/93
W.C.I.D.
12/9/87
DEANX
ABD.
ANX.
1141
1140
692
693
694
695
696
33
32
31
30
34
35
1532
10/14/93
DEANX
1531
36
03
04
05
02
01
1513
1512
1511
1514
1515
15' D.E. (PLAT)
TO BE VACATED
A=60.00'
A=71.38'
A=90.00'
A=114.71'
A=25.00'
A=60.00'
A=70.00'
A=123.94'
228.28'
208.85'
136.35'
80.35'
64.58'
57.00'
26.50'
60.73'
60.73'
60.10'
60.10'
96.59'
36.20'
36.00'
130.00'
180.00'
115.00'
145.00'
96.66'
4.91'
87.83'
180.06'
183.55'
187.04'
60.00'
60.00'
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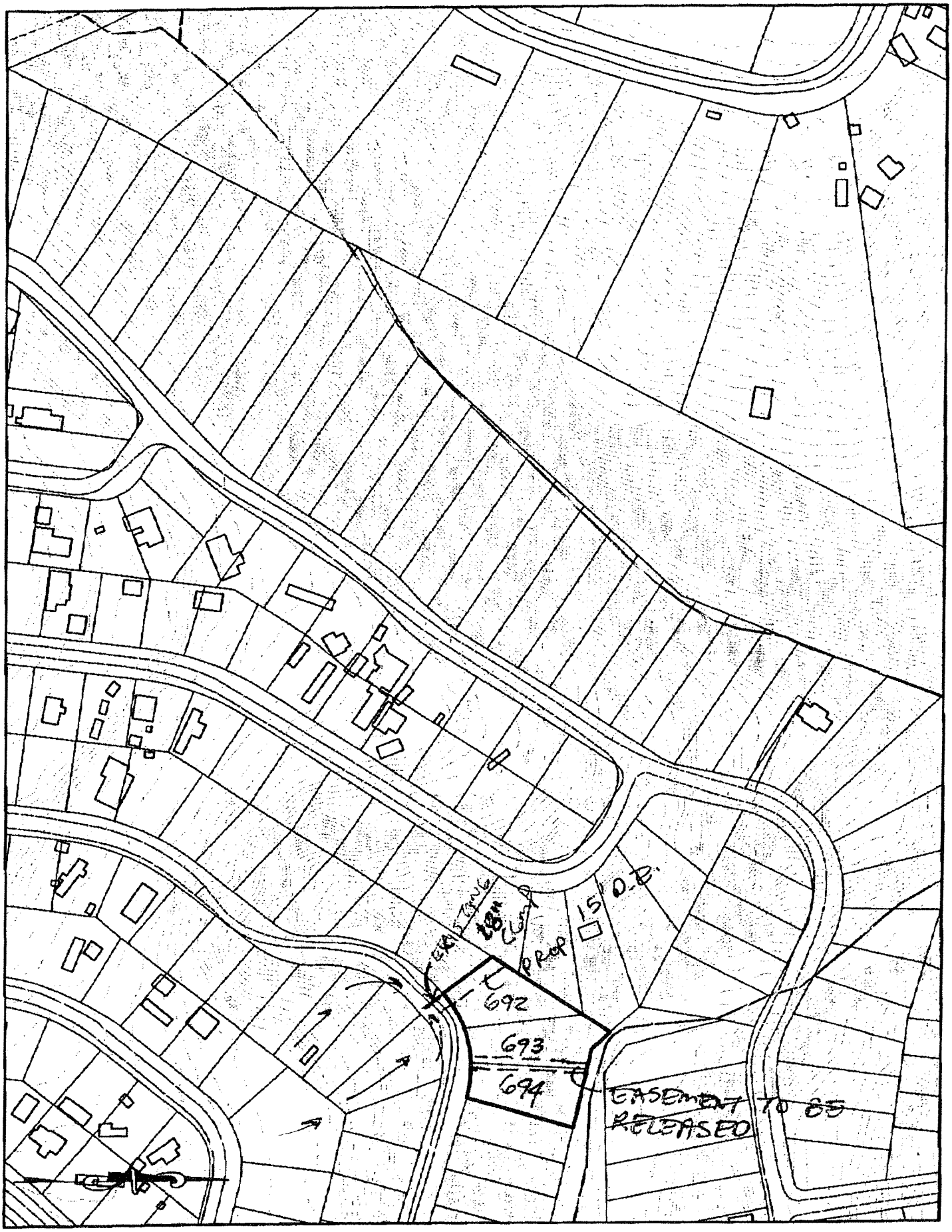
210.24'
19.48'
75.00'
50'


EXISTING
PROP
15' D.E.
692
693
694
EASEMENT TO BE
RELEASED

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 24004 & 24006 Crazy horse Pass (address) and/or Lt 692 & 693 Apache Shores Sect 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Deborah S Gernes
Signature

Deborah S. Gernes
Printed Name

General Manager
Title

TR. Cty. WC&ID #17
Utility Company or District

2-23-2010
Date

Henry w Marley 2.22.10

Please return this completed form to:

Name

Address

City/State/Zip

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD
11/27/01 paa

Revised

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

CASE # 490Q, WZ-32

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at **2404 & 2406 Crazyhorse Pass** (address)and/or **lots 692 & 693 Apache Shores, Sec 3** legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

✓ We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

_____ We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Sidney Poole
Signature

Sidney Poole
Printed Name

Acting Mgr Public Involvement & Real Estate
Title

Austin Energy
Utility Company or District

2-26-2010
Date

Please return to:

Louie Hausman
14201 Debba Dr.
Austin, Texas 78734

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 24004 & 24406 Cruzyhorse Pass (address) and/or Lot 692 & 693 Apache Shores Sect 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Designer
Title

Time Warner Cable - Central TX
Utility Company or District

March 1, 2010
Date

Please return this completed form to:
And Fax to:
512/428-6580

Hausman Homes
Name

14201 Debba Dr.
Address

Austin, TX 78734
City/State/Zip

TIME WARNER CABLE *Now anything's possible.*

12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-4092 (Fax)

APPLICATION FOR VACATION OF EASEMENT

Please Print

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: Apache Shores Section: 3 Block: _____

Lot Numbers: 692 & 693 & 694

Street Address: 2404 & 2406 & 2408 Crazyhorse Pass

As recorded in Volume 50, Page 81, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released: (Example: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).
Please provide a survey or plat of the area with the easement to be released highlighted.

5' PUE on either side of the common lot line between lots 692 & 693

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)

Single Family Residence

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): Thomas Weir Weir

Mailing Address: 14201 Debba Dr. Austin TX 78734
Number & Street / City / State / Zip

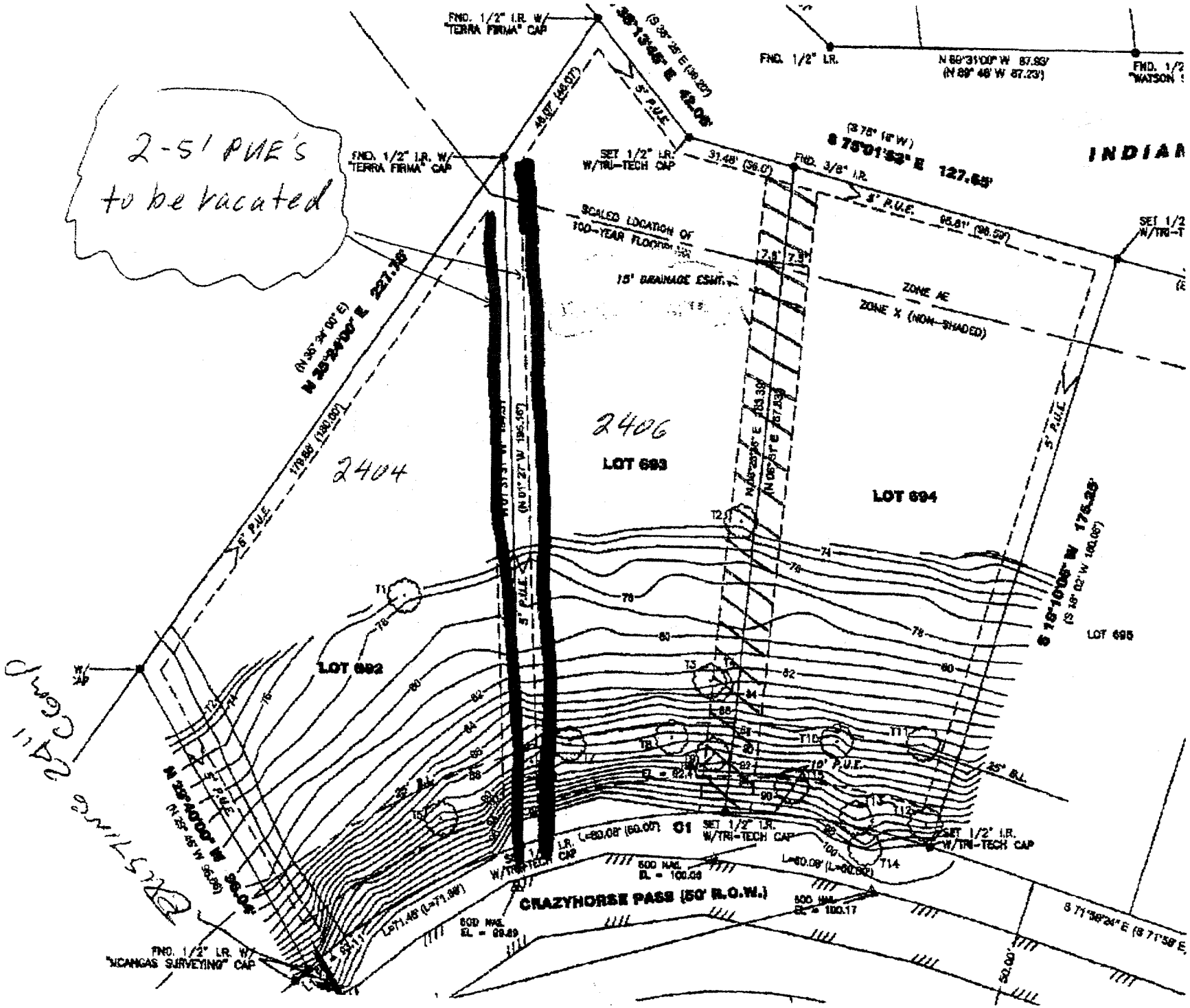
Phone: 512 563 4447 (Day Time) 512 563 4447 (Cell) 512 425-6550 (Fax)

I authorize the following person/company to act in my behalf as my designated agent:
Name of agent/company: Hausman Homes (Name of Company) Laurie Hausman (Name of Contact)

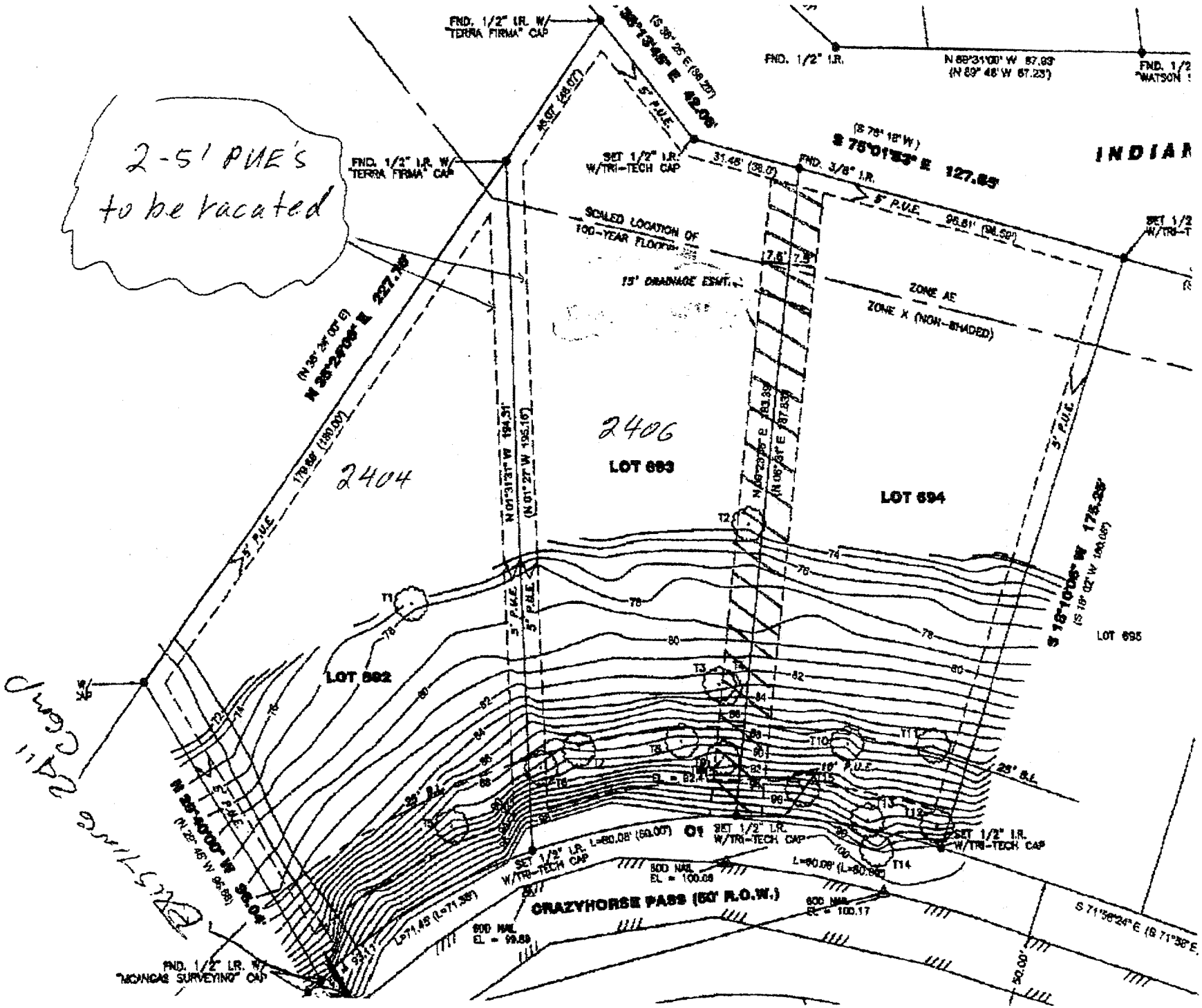
Phone: 512 563-4447 (Day Time) 512 583-4447 (Cell) 512 428-6580 (Fax)

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

Signature of Applicant/Agent: [signature] Date: 2-23-10


2-5' PUE's to be vacated
FND. 1/2" I.R. W/ "TERRA FIRMA" CAP
FND. 1/2" I.R.
N 89°31'00" W 87.93'
(N 89° 46' W 87.23')
S 78°01'52" E 127.65'
INDIAN
SET 1/2" I.R. W/TRI-TECH CAP
FND. 3/8" I.R.
SCALED LOCATION OF 100-YEAR FLOODPLAIN
15' DRAINAGE ESMT.
ZONE AE
ZONE X (NON-SHADED)
N 25°24'00" E 227.16'
2404
2406
LOT 693
LOT 694
LOT 692
LOT 695
S 18°10'06" W 175.25'
CRAZYHORSE PASS (50' R.O.W.)
FND. 1/2" I.R. W/ "NCANGAS SURVEYING" CAP
Delaware Cal Comp

Updated 04-29-10 at 3:53pm



Updated 04-29-10 at 3:53pm

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND W. Thomas Weir,* GRANTEE, wherein GRANTOR does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE, situated in Travis *County*, Texas, and described as follows:

Lots 692,693 and 694, Apache Shores, Section 3, of said subdivision, Deed of record in Document 2009071153, Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easements recorded in Volume 50, Page 81, Official Records of Travis County, Texas,

The portion of said easements to be hereby released, described as follows:

All of the 5 foot PUE's on either side of the common side property lines of Lots 692, 693 and 694, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEES, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 4th day of MARCH, 2010.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: STEVE FOUGERON

Title: DESIGN ENG.

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 4th day of MARCH, 2010.

Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2013

REBECCA K. HOGUE
Notary Public, State of Texas
My Commission Expires
January 16, 2013

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2406 & 2408 Crazyhorse Pass (address) and/or Lots 673 & 674 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry W Marley 2.24.10
Reviewer / Date

Signature
Deborah J. Gernes
Printed Name
General Manager
Title
TR. Cty. WC+ID #17
Utility Company or District
2-25-10
Date

Please return this completed form to:

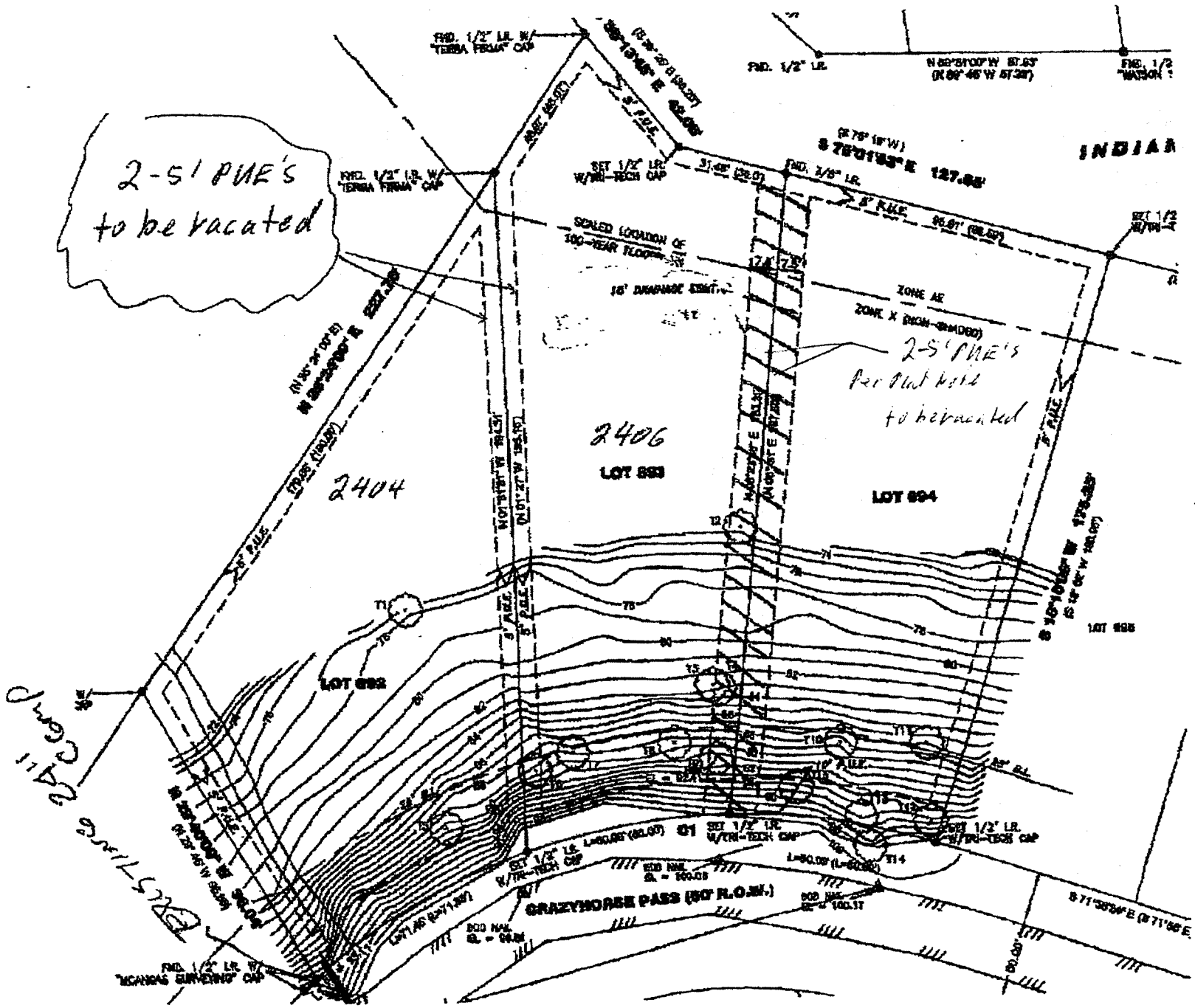
Name

Address

City/State/Zip

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD
11/27/01 paa

Revised


2-5' PUE's to be vacated
2-5' PUE's per Plat note to be vacated
2404
2406
LOT 893
LOT 894
LOT 892
LOT 895
INDIAN
GRAZYHORSE PASS (50' R.O.W.)
ZONE AE
ZONE X (NON-SHADED)
SCALED LOCATION OF 100-YEAR FLOODPLAIN
16' DRAINAGE EASEMENT
FND. 1/2" I.R. W/ "TERRA FIRMA" CAP
SET 1/2" I.R. W/"RN-TECH CAP
FND. 1/2" I.R. W/ "MCANGAS SURVEYING" CAP
S 78°01'53" E 127.65'
S 71°38'24" E
Building Pad Comp

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

CASE # 490Q, WZ-32

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at **2406 & 2408 Crazyhorse Pass** (address)and/or **lots 693 & 694 Apache Shores, Sec 3** legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

✓ We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

_____ We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Sonny Poole
Signature

Sonny Poole
Printed Name

Acting Mgr Public Involvement & Real Estate
Title

Austin Energy
Utility Company or District

2-26-2010
Date

Please return to:

Louie Hausman
14201 Debba Dr.
Austin, Texas 78734

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 2406 + 2408 Crazyhorse Pass (address) and/or lots 693 + 694 Apache Shores Sect 3 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Designer
Title

Time Warner Cable
Utility Company or District

March 1, 2010
Date

Please return this completed form to:
And Fax:
512/428-6580

Hausman Homes
Name

14201 Debba Dr.
Address

Austin, TX 78734
City/State/Zip

TIME WARNER CABLE *Now anything's possible.*

12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-4092 (Fax)

APPLICATION FOR VACATION OF EASEMENT

Please Print

Application is hereby made for the release of the following easement(s) as described below:

The easement is on property legally described as:

Subdivision: Apache Shores Section: 3 Block: _____

Lot Numbers: 693 & 694

Street Address: 2406 & 2408 Crazyhorse Pass

As recorded in Volume 50, Page 81, of the Plat Records of Travis County, Texas

Provide common description of the easement requested for release, indicating the amount of the easement to be released: (Example: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X). Please provide a survey or plat of the area with the easement to be released highlighted.

5' PUE either side of the common lot line between lots 693 & 694

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)

Single Family Residence

Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): Thomas Weir

Mailing Address: 14201 Debba Dr. (Number & Street) Austin (City) TX (State) 78734 (Zip)

Phone: 512 563-4447 (Day Time) 512 563 4447 (Cell) 512 428 6580 (Fax)

I authorize the following person/company to act in my behalf as my designated agent:

Name of agent/company: Hausman Homes (Name of Company) Louie Hausman (Name of Contact)

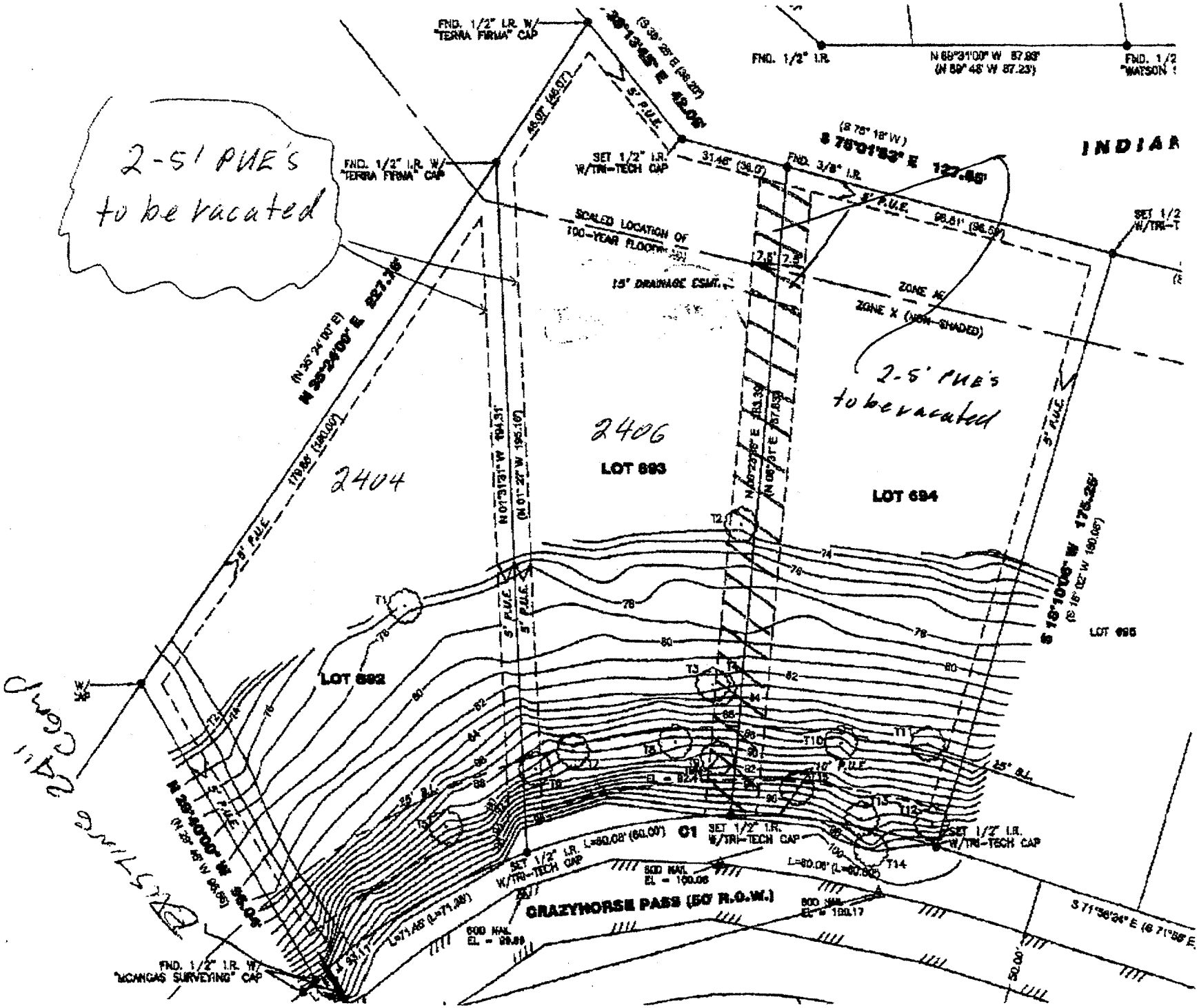
Phone: 512 563-4447 (Day Time) 512 563 4447 (Cell) 512 428-6580 (Fax)

428-6580

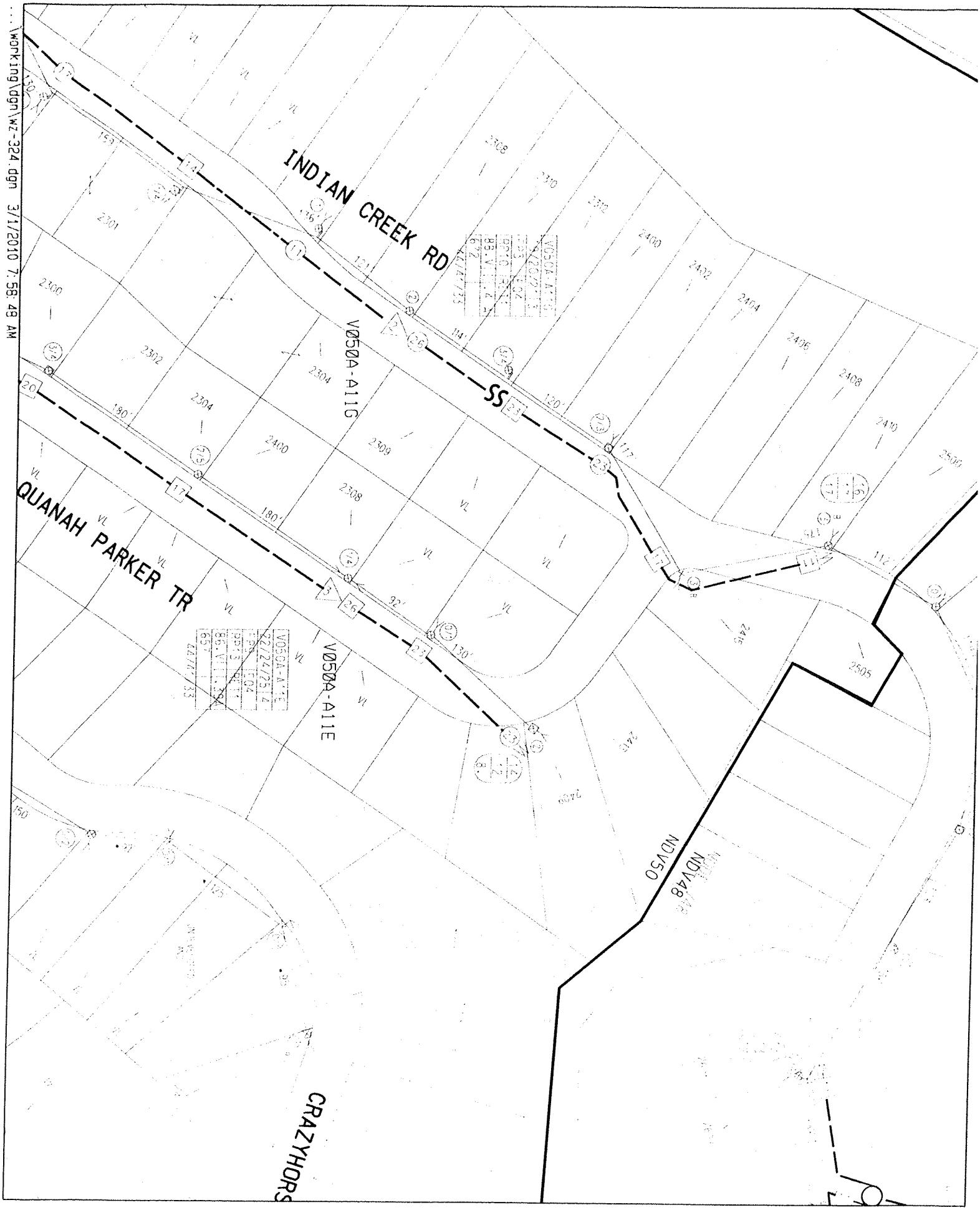
The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with procedure for requesting release of easements established by Time Warner Cable. It is further understood that acceptance of this application does not obligate Time Warner Cable to release the subject easement

Signature of Applicant/Agent: [signature] Date: 2-24-10

14201 Debba Dr. Austin, TX 78734


2-5' PUE's to be vacated
2-5' PUE's to be vacated
FND. 1/2" I.R. W/ "TERRA FIRMA" CAP
FND. 1/2" I.R. W/ "TERRA FIRMA" CAP
FND. 1/2" I.R.
N 69°31'00" W 87.93'
(N 69° 46' W 87.23')
SET 1/2" I.R. W/TRI-TECH CAP
FND. 3/8" I.R.
S 78°01'53" E 127.86'
INDIAN
SCALED LOCATION OF 100-YEAR FLOODWAY
15' DRAINAGE ESMT.
ZONE AE
ZONE X (NON-SHADED)
2406
LOT 693
LOT 694
2404
LOT 692
LOT 695
GRAZYHORSE PASS (50' R.O.W.)
FND. 1/2" I.R. W/ "MCANGAS SURVEYING" CAP
SET 1/2" I.R. W/TRI-TECH CAP
C1
EL = 100.06
EL = 100.17
EL = 99.88
EL = 92.4
S 71°56'24" E
N 35°24'00" E 227.36'
S 18°10'00" W 175.25'
N 28°40'00" W 56.06'
N 01°31'23" W 194.31'
(N 01° 27' W 195.16')
S 78° 18' W)
(N 35° 24' 00" E)
(N 28° 45' W 56.56)
(S 18° 12' W 180.06')
(S 71°56' E
Existing Gate

Updated 04-29-10 at 3:53pm



Updated 04-29-10 at 3:53pm

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND W. Thomas Weir,* GRANTEE, wherein GRANTOR does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE, situated in Travis *County*, Texas, and described as follows:

Lots 692,693 and 694, Apache Shores, Section 3, of said subdivision, Deed of record in Document 2009071153, Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easements recorded in Volume 50, Page 81, Official Records of Travis County, Texas,

The portion of said easements to be hereby released, described as follows:

All of the 5 foot PUE's on either side of the common side property lines of Lots 692, 693 and 694, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEES, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 4th day of MARCH, 2010.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: STEVE FOUGERON

Title: DESIGN ENG.

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 4th day of MARCH, 2010.

Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2013

REBECCA K. HOGUE
Notary Public, State of Texas
My Commission Expires
January 16, 2013

Updated 04-29-10 at 3:53pm

CODE: 1101

RECEIVED
APR 14 2010
TNR

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Vacation of four 5' public utility easements and two 7.5' drainage easements sign was posted on April 12, 2010, on the northerly side of Crazyhorse Pass in front of Lot 693 within the Amended Plat of Apache Shores, Section 3 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 13 DAY OF April, 2010.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: Supervisor

cc: Garcia (sign shop)

C:\DOCUME~1\GarciaJ\LOCALS~1\Temp\XPgrpwise\SignRequest.doc

NOTICE OF PUBLIC HEARING

MAY 4, 2010 AT 9:00 AM

PUBLIC UTILITY AND DRANINAGE EASEMENT VACATION

TO APPOVE THE VACATION OF FOUR 5' PUBLIC UTILITY EASEMENTS AND TWO 7.5' DRAINAGE EASEMENTS LOCATED ALONG THE COMMON LOT LINES OF LOTS 692, 693, AND 694 OF THE AMENDED PLAT OF APACHE SHORES, SECTION 3— SUBDIVISION IN PRECINCT 3

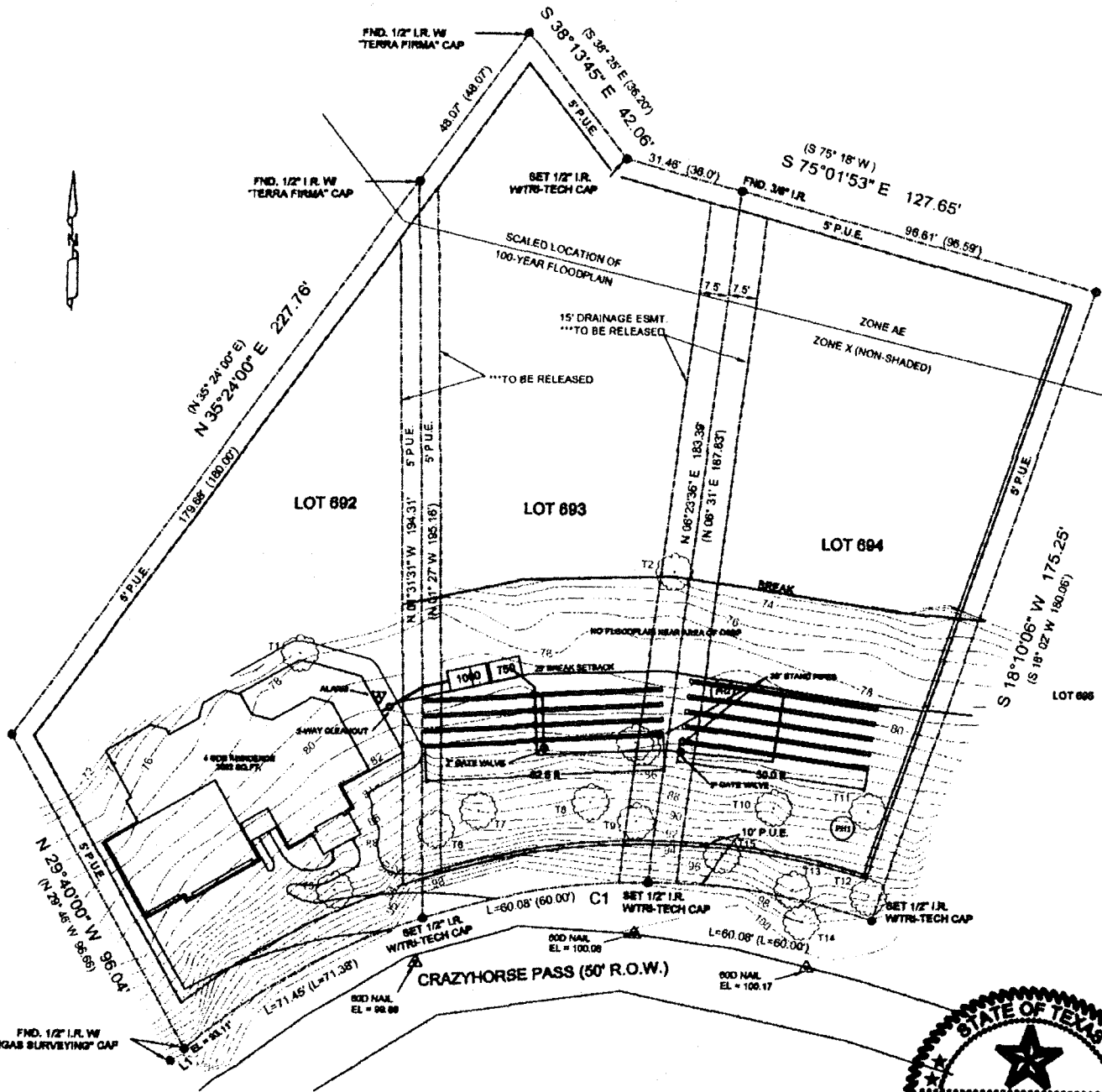
HEARING WILL BE HELD AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM 314 WEST 11TH STREET FIRST FLOOR) AUSTIN, TX

FOR MORE INFORMATION CALL 854 9383

13 12:34 PM

Updated 04-29-10 at 3:53pm

13 12:54PM



SHEET	SCALE	DRAWN BY	JOB NO.	DATE	
1 OF 2	1" / 40'	JDB	5128	02-03-10	

PROJECT:
2404 CRAZYHORSE PASS
LOTS 692, 693 & 694
APACHE SHORES SEC.3

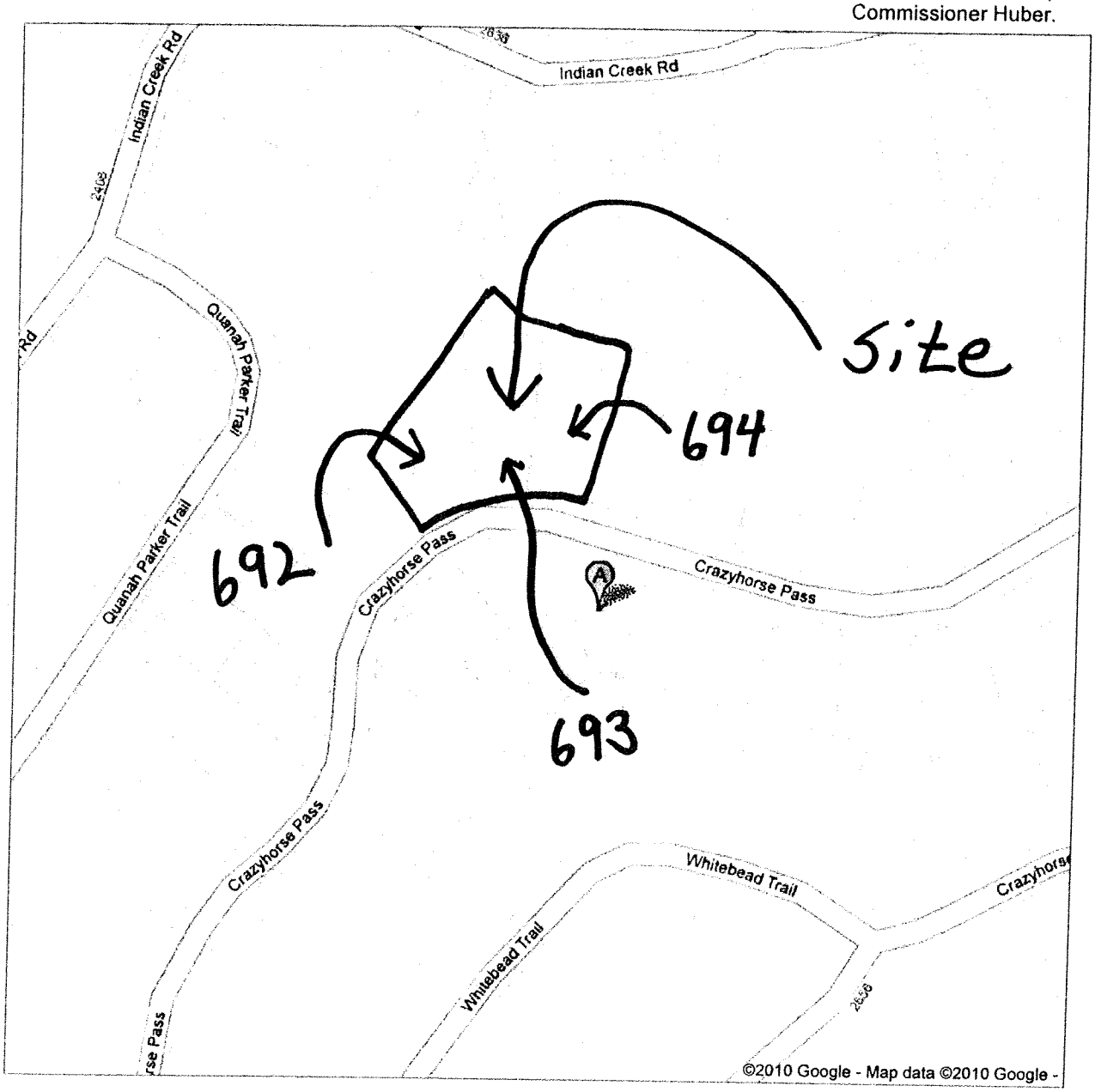
SHEET DESCRIPTION:
OSSF DESIGN

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

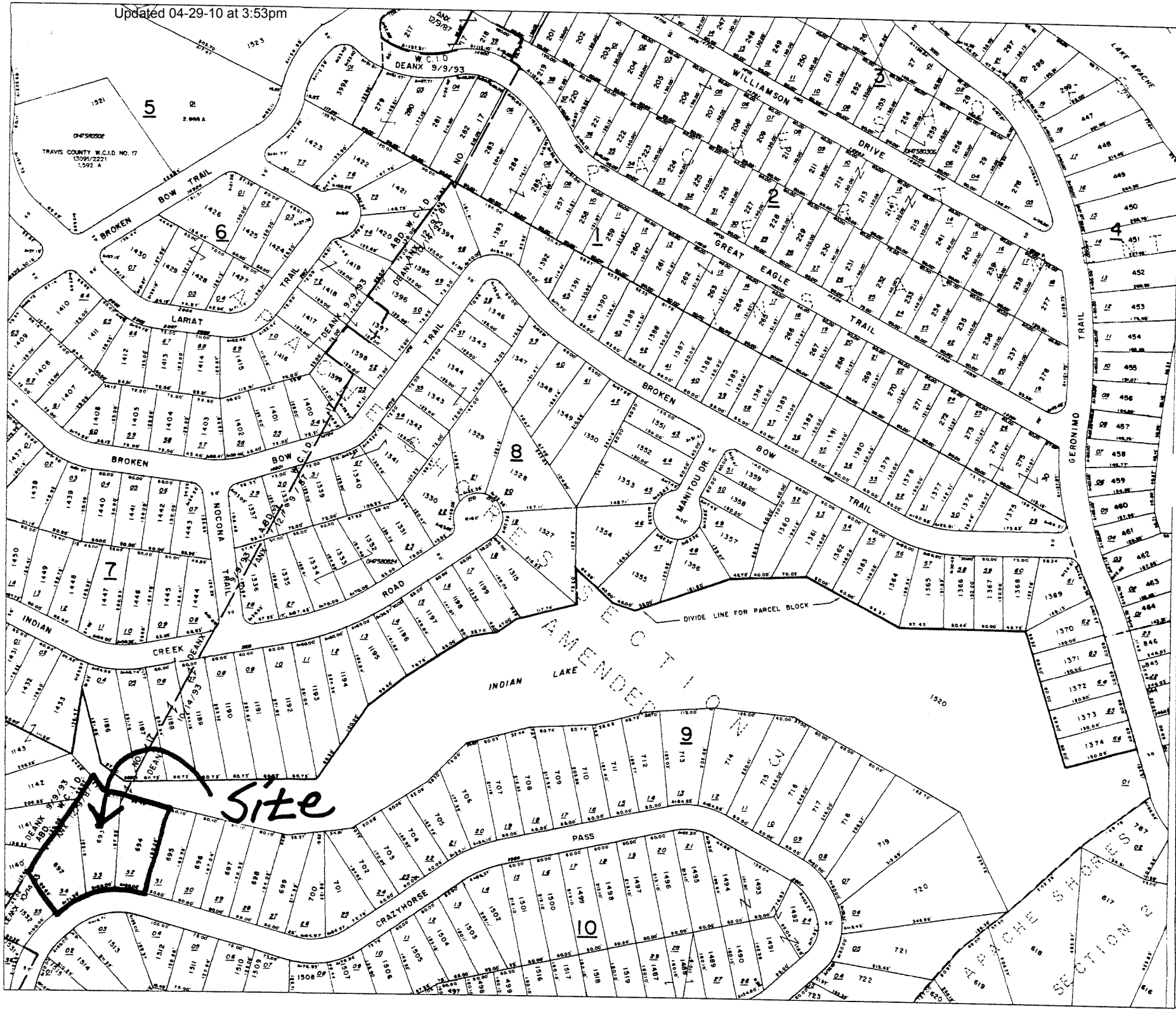
Google maps

Address **2407 Crazyhorse Pass**
Austin, TX 78734

Notes Request to vacate four 5' PUEs and one 15' wide DE located on Lots 692-694 of Apache Shores, Section 3. Precinct 3, Commissioner Huber.



Updated 04-29-10 at 3:53pm



REVISIONS

08/26/2003 GMR

JURISDICTIONS

LAKE TRAVIS ISD
TCESD NO.6
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 149012
Austin, Tx 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138
Fax Number (512)835-5371 TDD (512)836-3328

0' 100'
SCALE

MAP NO.
14758

15060	15058	15055
14760		14755
14560	14558	14555

1" = 400' MAP REFERENCE 14257

Updated 04-29-10 at 3:53pm

Agenda Item No. #2/#32

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session May 4, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Public Hearing for federal tax purposes regarding the "host jurisdiction" approval of a proposed issuance of Tax Exempt Bonds by the Colorado Educational and Cultural Facilities Authority benefitting Educational Media Foundation in a principal amount not to exceed $21,000,000.

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.

Updated 04-29-10 at 3:53pm

CC#/CS#

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

DATE: May 4, 2010

TO: Commissioners Court

FROM: Harvey L. Davis, Manager

SUBJECT: Educational Media Foundation ("EMF")

EMF is a "not for profit community organization dedicated to developing connections and touching lives through a deeper understanding of each other and Christ" according to their website.

EMF, a California nonprofit, wishes to borrow an amount not to exceed $21 million from tax-exempt bonds to be issued by the Colorado Educational and Cultural Facilities Authority.

Approximately $5,750,000 would be used to purchase the license of an existing area for-profit radio station and $250,000 or less would be used to purchase equipment. EMF would be converting that station to its "K-Love"/"Air 1" local programming and music nonprofit format.

EMF owns KYLR (Frequency 92.1) in Austin.

EMF has operations in over 46 states with 280 stations and over 5 million listeners.

Staff notified the following non-commercial radio stations in the area about the public hearing (via an e-mail and phone message):

KAZI 88.7 FM
KMFA 89.5 FM
KOOP 91.7 FM
KUT 90.5 FM

KVRX 99.8 FM

No concerns or questions have been received by our office.

EMF was informed of and has agreed to pay the $3,000 processing fee the Corporation charges for these types of requests.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
John Hille, Jr., Asst. County Attorney, Director of Transactions
Cliff Blount, Attorney
Mary Mayes, Investment Manager
Mike Gonzalez, Sr. Financial Analyst

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held by the Commissioners' Court (the "Commissioners' Court") of Travis County, Texas (the "County"), in the Commissioners' Courtroom, 1st Floor of the Travis County Administration Building at 314 West 11th Street in Austin, Texas on Tuesday, May 4, 2010, at or about 9:00 a.m. concerning the proposed issuance by the Colorado Educational and Cultural Facilities Authority (the "Authority") of its Tax Exempt Obligations for the benefit of Educational Media Foundation, a California nonprofit corporation (the "Borrower"), in one or more series and in the aggregate principal amount of approximately $21,000,000 (the "Obligations"). A portion of the proceeds of the Obligations may be used (a) to finance or refinance the cost of acquiring a Federal Communications Commission (FCC) non-commercial license (the "License") to operate a radio station (FCC Channel/Class 290C2) (the "Radio Station") assigned by the FCC to the City of Round Rock, Texas, that will offer public affairs programming, contemporary Christian music, public service announcements and personal counseling by phone to listeners, (b) to finance or refinance the cost of acquiring certain related equipment and (c) to pay certain costs of issuing the Obligations, including costs of any credit enhancement for the Obligations.

The radio tower relating to the License and Radio Station is located at 5319 Buckman Mountain Road near Austin, Texas, within Precinct Three of the County. The proceeds of the Obligations will be loaned to the Borrower, and the Borrower will be the owner, operator and manager of the License and the Radio Station.

Interested persons are invited to attend the public hearing which will be the only public hearing held prior to the consideration by the Commissioners' Court of the resolution approving the issuance of the Obligations for the proposed purposes described above.

DATED: April 19, 2010
TRAVIS COUNTY COMMISSIONERS' COURT,
TRAVIS COUNTY, TEXAS

PECK, SHAFFER & WILLIAMS LLP
ATTORNEYS AT LAW
1801 BROADWAY
SUITE 1700
DENVER, COLORADO 80202

TEL 303 296 3996
877 296 0333
FAX 303 296 0344
WWW.PECKSHAFFER.COM

DATE: April 19, 2010

TO: Mr. Harvey Davis, Manager, Housing Finance Corporation

FROM: Matthias M. Edrich, Esq., Peck, Shaffer & Williams LLP

SUBJECT: Background Concerning Educational Media Foundation

Mr. Davis,

Thank you for your email earlier today. This memorandum supplements the memorandum sent to you earlier this month concerning the federal tax laws underlying the requested TEFRA "host approval" by Travis County, Texas (the "County"), and is intended to provide background information concerning Educational Media Foundation (also referred to herein as "EMF").

General Overview

Education Media Foundation will receive the proceeds of the Obligation to finance the Project, as defined in the prior memorandum. EMF was incorporated in 1981 as a California-based 501(c)(3) educational entity and operator of non-commercial radio stations. Over time, its nationwide network has grown, and currently EMF has operations in over 46 states with 280 stations and over 5 million listeners. The company currently broadcasts from 27 radio stations and translators in the State of Texas. A list of current locations and broadcasting regions is attached to this memorandum at Exhibit A.

Educational Media Foundation currently provides radio programming on a nationwide network of non-commercial radio stations, which includes music, local and national news, features and local community calendar announcements. EMF operates as K-LOVE Radio Network (http://www.klove.com/) and Air 1 Radio Network (http://www.air1.com). The station proposed to be operated by EMF in the County and surrounding areas will belong to this nationwide network and provide the same kind of local programming. In 2008, the most recent year for which I have information, EMF had over 332 employees.

Educational Media Foundation receives the majority of its support from contributions received in response to periodic pledge drives for the K-LOVE and Air 1 radio networks. Its networks do not compete with commercial radio stations for advertising revenues.

Public Benefits to County and Surrounding Areas

Educational Media Foundation provides a host of benefits to each jurisdiction in which its networks broadcast. EMF takes seriously its creation and mission as an "educational foundation" and so, many of its efforts seek to further this founding principle. Its primary educational and cultural

benefits include direct broadcast educational programs, extensive promotion of cultural and charitable opportunities and sponsorship of and partnership with a wide variety of local and national groups to advance community improvement.

Several of the tangible public benefits provided by EMF include the following:

1. Community Improvement:

a. Tours: EMF conducts educational tours of its facilities for interested community members and groups.

b. Tsunami Relief: In January 2005, EMF donated over $136,000 to Food for the Hungry to specially aid the victims of the 2004 Indian Ocean tsunami.

c. Hurricane Katrina Relief: EMF worked with The Salvation Army, Samaritan's Purse, Food for the Hungry and World Vision to raise funds for those individuals and families affected by Hurricane Katrina.

d. Rescue Missions: EMF actively promotes, via on-air announcements, the donation of time and money to local rescue missions. The EMF Web site provides information about numerous rescue missions in California alone.

e. Food for the Hungry Program: EMF promotes the Food for the Hungry Program whereby listeners and supporters commit to $26 a month to help hungry children.

2. Education:

a. News of General Interest: As part of its normal weekday programming, EMF provides general interest, national and international news.

b. News – "Closer Look:" EMF produces and presents a weekly program that addresses topics of general interest in an in-depth manner. Recent programs on "Closer Look" include:

i. Run a Credit Check – On Yourself?

ii. Domestic Violence

iii. E-Votes – the Future of Voting

iv. The Fight Against Breast Cancer

v. Help Your Kids Avoid Gangs

vi. The Real Cost of Gambling

vii. Nursing Strategies – 1 Year Later

viii. Obesity: Definition and Health Risks

ix. Identity Theft in America

x. Down Syndrome Adoption

xi. Media Multi-Tasking

xii. Middle East Overview

xiii. School Violence

xiv. What's the Future for Social Security

c. Community Assistance: EMF seeks to aid the communities it serves in a wide variety of ways and through a variety of venues. Detailed below are some of these efforts:

i. Local Public Service Announcements: EMF produces local PSA's that are broadcast to educate and/or inform the local public on matters of general interest. These announcements are provided without charge.

ii. Toy Drive: EMF has worked with Prison Fellowship to promote donations to project Angel Tree. This special program provides Christmas gifts to children of those in prison.

iii. Partnership Opportunities: EMF serves as an outreach partner for many non-profit groups that provide personal assistance services, financial education and Thanksgiving meals.

d. Community Calendars: EMF provides on-air and Web site promotions at no cost on a first come basis for community events. To be eligible for inclusion the sponsor must be a non-profit organization, the event must be open to the general public and there must be no charge for admission.

* * *

Harvey Davis - Educational Media Foundation

From: "Jo Ann Soker"
To: "Harvey Davis"
Date: 4/26/2010 3:25 PM
Subject: Educational Media Foundation

Dear Harvey:

The information below comes from folks at EMF. Please let me know if there is anything else you need. Thanks for your help on this!

Jo Ann Soker
Executive Director
Colorado Educational and Cultural Facilities Authority

The current station broadcasts "oldies" type music on a for-profit basis. EMF would be converting that station to the usual "K-LOVE"/"Air1" local programming and music nonprofit format. Joe expects that the station is completely automated with little or no local programming staff. He also expects that of the $6,000,000 allocation, approximately $5,750,000 or more would be assigned to purchase the license and $250,000 or less would be used to purchase equipment.

RESOLUTION GIVING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF TAX EXEMPT OBLIGATIONS BY THE COLORADO EDUCATIONAL AND CULTURAL FACILITIES AUTHORITY

WHEREAS, Educational Media Foundation, a California nonprofit corporation (the "Borrower"), intends to operate a non-commercial radio station (the "Radio Station") the tower for which is located at 5319 Buckman Mountain Road in Austin, Texas, within the jurisdiction of Travis County, Texas (the "County"); and

WHEREAS, the Radio Station will offer public affairs programming, contemporary Christian music, public service announcements and off-the-air personal counseling by phone to listeners; and

WHEREAS, the Borrower has requested the Colorado Educational and Cultural Facilities Authority (the "Issuer") to issue its Tax Exempt Obligations for the benefit of the Borrower, in one or more series and in the aggregate principal amount of approximately $21,000,000 (the "Obligations"); and

WHEREAS, a portion of the proceeds of the Obligations may be used (a) to finance or refinance the cost of acquiring a Federal Communications Commission (FCC) non-commercial license to operate the Radio Station, which license has been assigned by the FCC to a radio frequency (FCC Channel/Class 290C2) located in the City of Round Rock, Texas, within the County, (b) to finance or refinance the cost of acquiring certain related equipment and (c) to pay certain costs of issuing the Obligations, including costs of any credit enhancement for the Obligations (collectively, the "Project"); and

WHEREAS, in order to achieve interest savings, the Borrower desires that the Obligations be issued in compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), so that interest on the Obligations may be excludible from the gross income of the owners of the Obligations; and

WHEREAS, Section 147(f) of the Code requires, as a condition to receiving tax exempt treatment of the interest on the Obligations, that an authorized, elected representative, defined in Section 147(f) of the Code as an "applicable elected representative," approve the Obligations, and the Travis County Commissioners' Court (the "Commissioners' Court") constitutes such an authorized, elected representative; and

WHEREAS, the Commissioners' Court held a public hearing prior to consideration of this resolution after reasonable public notice was given in accordance with applicable law, and at such public hearing no objections were raised with respect to the proposed issuance of the Obligations or the financing of the Project; and

WHEREAS, the Commissioners' Court deems it necessary and advisable that this resolution be adopted;

NOW, THEREFORE, BE IT RESOLVED by the Travis County Commissioners' Court that:

Section 1. The Obligations shall not be, and are not, general obligations, debt or bonded indebtedness of the County and the holders or owners of such Obligations shall not have the right to have excises or taxes levied by the County for the payment of principal of, or interest or premium, if any, on such Obligations. Such payment shall be made only from funds provided by the Borrower or its subsidiaries and affiliates.

Section 2. The Commissioners' Court, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Code, hereby approves, solely for purposes of such Section 147(f) of the Code, the issuance of the Obligations by the Issuer in one or more series in the principal amount of not to exceed $21,000,000.

Section 3. The Commissioners' Court hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Commissioners' Court and that all deliberations of the Commissioners' Court which resulted in formal action were in meetings open to the public in full compliance with applicable law.

Section 4. All resolutions, orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 5. This resolution shall take effect and be in full force immediately after its adoption by the Commissioners' Court.

THIS RESOLUTION HAVING BEEN DULY CONSIDERED AND VOTED UPON WAS PASSED AND APPROVED THIS 4TH DAY OF MAY 2010.

TRAVIS COUNTY COMMISSIONERS' COURT

ATTEST: By: _____

_____

EXHIBIT A
LIST OF STATIONS

Alaska	**Frequency**
Anchorage (KAKL)	88.5
Fairbanks	88.5
Ketchikan	88.1
Kodiak	89.9

Arizona	**Frequency**
Globe (KLKA)	88.5
Phoenix (KLVA)	105.5
Phoenix (KLVK)	89.1
Tucson (KLTU)	88.1

Arkansas	**Frequency**
El Dorado (KAKV)	88.9
Fort Smith	98.7
Fort Smith (KLFS)	90.3
Hot Springs (KLRO)	90.1
Jonesboro (KJLV)	105.3
Little Rock (KWLR)	96.9
Marvell (KLMK)	90.7
Mountain Home (KLRM)	90.7
Pine Bluff	93.1
Texarkana (KKLT)	89.3
Turrell (KKLV)	94.7

California	**Frequency**
Bakersfield (KBLV)	88.7
Carmel Valley	91.3
Chester (KWLU)	98.9
Chico (KLVC)	88.3
Crescent City	93.5
Eureka	95.9
Eureka (KLVG)	103.7
Fairfield	91.9
Fremont	99.3
Fresno (KLVY)	91.1
Hanford (KQKL)	88.5
King City	95.5
King City (KDKL)	88.3
Laytonville (KHKL)	91.9
Lockwood	89.1
Lompoc	92.9
Merced	100.7
Modesto	99.5
Modesto	101.9
Modesto (KLVN)	88.3

Modesto (KLVS)	107.3
Monterey	89.5
Mount Shasta (KKLC)	107.9
Mountain View	100.7
Nevada City	92.9
Palm Springs	90.5
Palm Springs	101.9
Petaluma	92.1
Porterville	105.7
Redding	101.9
Redding (KLVB)	102.7
Ridgecrest (KZLU)	88.5
Sacramento (KLVS)	107.3
Sacramento (KLRS)	89.7
Salinas-Monterey (KLVM)	89.7
San Diego (KLVJ)	100.1
San Francisco (KLVS)	107.3
San Francisco	88.9
San Jose	91.9
San Jose (KLVS)	107.3
San Luis Obispo (KLVH)	88.5
Santa Barbara	93.3
Santa Cruz	103.1
Santa Rosa (KLVR)	91.9
Soledad	95.1
Stockton (KLVS)	107.3
Stockton (KYKL)	90.7
Susanville	98.5
Tracy (KYKL)	90.7
Ukiah (KULV)	97.1
Vacaville	103.1
Watsonville	103.1
Yuba City	107.1

Colorado	**Frequency**
Aspen	89.9
Breckenridge	107.9
Buena Vista	90.5
Cedaredge	101.3
Craig	90.9
Denver (KLDV)	91.1
Dillon	90.9
Estes Park	99.5
Glenwood Springs	89.7
Glenwood Springs (KLXV)	91.9
Grand Junction (KLFV)	90.3
Gunnison	91.9
Gypsum (KLRY)	91.3
Lake City	89.7

Leadville	89.1
Loveland	90.9
Meeker	91.7
Mesa	89.9
Montrose	92.5
Nucla	90.5
Parachute	91.5
Rangely	91.9
Steamboat Springs (KLBV)	89.3
Sterling (KLZV)	91.3
Sterling	99.3

Florida	**Frequency**
Key West (WKWR)	90.1
Navarre (WKFP)	95.7
Pensacola (WKFP)	95.7
Tallahassee (WKVH)	91.9

Georgia	**Frequency**
Albany (WHKV)	106.1
Albany	105.1
Bainbridge	105.9
Macon Warner Robins (WWWD)	102.1
Valdosta-Tifton (WVKV)	95.3

Hawaii	**Frequency**
Hilo	89.3
Honolulu	105.5
Wahiawa	90.7

Idaho	**Frequency**
Burley	92.5
Filer	92.9
Pocatello	91.7
Pocatello/Idaho Falls (KLRI)	89.5
Rexburg	98.7

Illinois	**Frequency**
Chicago	97.5
Chicago (WJKL)	94.3
De Kalb	105.3
Joliet	94.3
Minooka	101.5
Park Ridge	96.7
Quad Cities (WLKU)	98.9
Rockford (WGSL)	91.1

Indiana	**Frequency**
Bedford	97.3

Brownsburg (WKLU)	101.9
Columbus	102.1
Elwood (WIKL)	101.7
Evansville (WKVN)	95.3
Floyds Knobs	95.1
Indianapolis (WKLU)	101.9
Lafayette (WKHL)	106.7
Muncie (WKMV)	88.3
Muncie	102.9
Plymouth (WIKV)	89.3
Richmond (WKRT)	89.3
Rochester (WQKV)	88.5
Seymour (WJLR)	91.5

Iowa	**Frequency**
Ames	105.9
Burlington	107.7
Des Moines	90.5
Newton (KKLG)	88.3
Quad Cities (WLKU)	98.9
Sioux City (KILV)	107.5
Sioux City	88.9

Kansas	**Frequency**
Atchison	97.7
Great Bend (KWBI)	91.9
Hutchinson	93.5
Manhattan/Topeka (KGLV)	88.9
Oberlin (KRLE)	91.3
Wichita (KTLI)	99.1

Kentucky	**Frequency**
Beattyville (WLJC)	102.1
Danville (WXKY)	96.3
Fredonia (WKYF)	92.1
Ledbetter (WKYP)	90.1
Lexington (WKVO)	89.9
London	104.9
London (WWLT)	103.1
Louisville	95.1
Louisville	97.9
Louisville (WJLR)	91.5
Morehead	93.3
Morganfield (WKVN)	95.3
Paducah (WKYP)	90.1
Somerset (WKVY)	88.1

Louisiana	**Frequency**
Alexandria (KLXA)	89.9

Baton Rouge	97.7
Baton Rouge (WBKL)	92.7
Bunkie	105.7
Buras (KMRL)	91.9
Lafayette (KIKL)	90.9
Lake Charles (KRLR)	89.1
Mooringsport	100.7
Natchitoches	92.3
New Orleans (WNKV)	91.1
Shreveport (KYLA)	106.7

Maine	**Frequency**
Bangor (WKVZ)	102.1
Bangor (WKVV)	101.7

Massachusetts	**Frequency**
New Bedford (WTKL)	91.1
Winchendon (WKMY)	91.1

Michigan	**Frequency**
Flint (WAKL)	88.9
Flint	100.1
Holly	94.3
Ironwood (WLVM)	88.3
Linden	106.3
Saginaw (WLKB)	89.1

Minnesota	**Frequency**
Cottage Grove	103.7
Dilworth	99.3
Minneapolis	99.9
Minneapolis	90.7
Minneapolis	93.3
North Branch (KMKL)	90.3
Saint Paul	92.9
Willmar (KKLW)	90.9
Windom (KRLP)	88.1

Mississippi	**Frequency**
Byhalia (WKVF)	94.9
Greenville (WLRK)	91.5
Hattiesburg (WLVZ)	107.1
Jackson (WJXN)	100.9
Meridian (WLKO)	98.9
Meridian	94.5
Oxford	90.7
Starkville (WQJB)	104.5

Missouri	**Frequency**

Clinton-Kansas City (KLRQ)	96.1
Joplin (KOBC)	90.7
Kansas City (KLRX)	97.3
Sikeston	107.9

Montana	**Frequency**
Billings (KLRV)	90.9
Bozeman (KLBZ)	89.3
Butte (KQLR)	89.7
Great Falls (KLSK)	100.3
Helena (KHLV)	90.1
Kalispell (KLKM)	88.7
Kalispell	92.7

Nebraska	**Frequency**
Grand Island (KLNB)	88.3
Hastings	89.7
Lincoln	91.9
Lincoln (KFLV)	89.9
Norfolk	88.3
Omaha (KMLV)	88.1
Scottsbluff (KLJV)	88.3

Nevada	**Frequency**
Carson City	107.3
Las Vegas (KEKL)	88.5
Las Vegas (KVKL)	91.1
Reno (KLRH)	88.3
Reno	101.7

New Jersey	**Frequency**
Cherry Hill (WKVP)	89.5

New Mexico	**Frequency**
Albuquerque (KQLV)	90.7
Carlsbad	93.7
Carlsbad	89.3
Clovis (KELU)	90.3
Gallup (KLLU)	88.9
Grants (KLGQ)	90.3
Hobbs (KLHK)	90.9
Roswell (KRLU)	90.1
Santa Fe (KQLV)	90.7
Tucumcari (KVLP)	91.7

New York	**Frequency**
Albany (WYKV)	94.5
Amsterdam	104.1
Plattsburgh	100.3

Plattsburgh (WKVJ)	89.7
Pulaski (WGKV)	101.7
Rochester (WKDL)	104.9
Rouses Point (WKYJ)	88.7
Sherburne	101.3
Syracuse	101.3
Utica/Rome (WKVU)	100.7
Watertown (WKWV)	90.1

North Carolina	**Frequency**
High Point	99.9
Jacksonville	98.3
Jacksonville (WKGV)	104.1
Kernersville	97.7
Lexington (WWLV)	94.1
Raleigh/Durham/Greensboro (WKVK)	106.7
Sanford	101.9
Wake Forest	105.5
Wilmington	95.5
Wilmington	100.5
Wilmington (WKVC)	88.9
Wilson	105.5
Wilson	89.1
Winston Salem	99.9

North Dakota	**Frequency**
Bismarck (KBMK)	88.3
Fargo (KKLQ)	100.7
Grand Forks	95.3
Jamestown (KLUU)	89.1
Minot	91.9
Williston	90.3

Ohio	**Frequency**
Belpre (WLKP)	91.9
Bowling Green	105.9
Cincinnati	102.3
Cincinnati (WNLT)	104.3
Dayton (WOKL)	96.9
Dayton (WQRP)	89.5
Elida	98.5
Findlay	90.9
Harbor View	104.1
Haskins	92.9
Lima	107.9
Lima	98.5
Mansfield (WYKL)	98.7
Middletown	106.3
Perrysburg	94.9

Portsmouth (WEKV)	94.9
Proctorville (WHKU)	91.9
Rossford (WNWT)	1520
Rudolph	92.1
Sidney	94.1
Springfield	96.7
Springfield	107.1
Toledo	103.3
Toledo (WNWT)	1520
Toledo (WNKL)	96.9
Urbana	103.7
Wadsworth	91.7
Wilmington (WKLN)	102.3

Oklahoma	**Frequency**
Ada	91.9
Altus (KKVO)	90.9
Ardmore	89.1
Chickasha	100.9
Enid	105.5
Lawton (KWKL)	89.9
Mc Alester (KTKL)	88.5
Oklahoma City (KYLV)	88.9
Stillwater	106.3

Oregon	**Frequency**
Astoria (KLOY)	88.7
Bend (KVLB)	90.5
Eugene	107.3
Eugene	100.9
Grants Pass (KJKL)	88.7
Hood River	91.1
Klamath Falls	88.1
Klamath Falls (KKLJ)	88.9
La Grande	88.9
La Pine (KKLP)	90.1
Medford	88.7
Medford	96.5
Newberg	97.5
Newport	89.9
Portland	95.9
Portland	96.3
Portland (KLVP)	88.7
Rockaway Beach (KLON)	90.3
Roseburg (KLOV)	89.3
Salem (KLVU)	107.1
The Dalles	90.9
Tillamook	88.9

Pennsylvania	**Frequency**
Confluence (WKEL)	98.5
Duquesne (WPKV)	98.3
Halifax (WLVU)	88.5
Johnstown (WLKJ)	105.7
Jonestown	97.5
Monroeville	97.5
Pittsburgh (WPKV)	98.3
Scranton (WLKA)	88.3
SE Pittsburgh	94.1
Somerset (WLKH)	97.7
State College (WKVB)	107.9
Uniontown	106.3

Rhode Island	**Frequency**
Warwick	104.7
Westerly (WKIV)	88.1

South Carolina	**Frequency**
Mullins	98.3
Myrtle Beach (WKVC)	88.9

South Dakota	**Frequency**
Aberdeen (KLRJ)	94.9
Huron	89.7
Mitchell	91.9
Sioux Falls (KSFS)	90.1
Yankton	88.7

Tennessee	**Frequency**
Brownsville	101.7
Covington	91.5
Dyersburg (WZKV)	90.7
Ellendale	97.7
Jackson	96.9
Jackson	106.3
Lake City	100.9
Memphis	96.7
Memphis (WKVF)	94.9
Memphis (KKLV)	94.7
Morristown (WMXK)	94.1
Selmer (WXKV)	90.5

Texas	**Frequency**
Amarillo (KXLV)	89.1
Austin (KYLR)	92.1
Big Spring	97.3
Borger	92.3
Bowie	92.3

Brownfield	106.1
Brownfield (KMLU)	90.7
Corpus Christi (KKLM)	88.7
Dripping Springs (KLLR)	91.9
Dumas	92.5
El Paso (KKLY)	89.5
Flat	100.5
Fredericksburg (KGLF)	88.1
Hereford (KRLH)	90.9
Killeen (KVLT)	88.5
Killeen	107.9
Lubbock (KKLU)	90.9
Midland/Odessa (KLVW)	90.5
New Braunfels (KMLR)	106.3
Pampa	93.5
San Angelo (KLRW)	88.5
San Antonio (KZLV)	91.3
San Marcos (KMLR)	106.3
Texarkana (KKLT)	89.3
Tyler (KZLO)	88.7
Waco (KVLW)	88.1
Wichita Falls (KZKL)	90.5

Utah	**Frequency**
Moab	89.3
Ogden (KNKL)	88.7
Orem (KKAT)	107.5
Price	102.5
Provo	90.5
Salt Lake City	89.7
St. George	88.7
Vernal	90.7

Virginia	**Frequency**
Coeburn (WGCK)	99.7
Danville (WKVK)	106.7
New Market (WLTK)	103.3
Newport News	96.9
Portsmouth	93.3
Virginia Beach (WZLV)	90.7

Washington	**Frequency**
Centralia	88.1
Ellensburg	88.5
Kennewick	103.1
Nile (KSBC)	88.3
Ocean Park (KLOP)	88.1
Port Angeles	99.9
Port Angeles	90.9

Sunnyside	107.9
Tri-Cities (KRKL)	93.3
Wenatchee (KLUW)	88.1
Westport (KLWA)	101.3
Yakima (KYKV)	103.1

West Virginia	**Frequency**
Bridgeport	95.3
Charleston (WKVW)	93.3
Charleston	88.9
Clarksburg	96.7
Clarksburg (WCKU)	90.1
Clarksburg (WDKL)	95.9
Granville	97.5
Harrisville	89.7
Huntington (WHKU)	91.9
Montgomery	98.1
Morgantown	93.9
Parkersburg (WLKP)	91.9
Ripley (WLKV)	90.7
Saint Albans	94.9
Weirton	99.3
Wheeling (WLVW)	96.5

Wisconsin	**Frequency**
Fond Du Lac (WDKV)	91.7
Milwaukee (WKMZ)	105.3
New London	97.3

Wyoming	**Frequency**
Casper (KLWC)	89.1
Cheyenne/Laramie (KLWV)	90.9
Gillette (KLOF)	88.9
Jackson (KMLT)	88.3
Rock Springs	91.3

* * *

Item # 3

Travis County Commissioners Court Agenda Request

Meeting Date: May 4, 2010

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

B. Specific Agenda Language:

APPROVE PROCLAMATION CONGRATULATING MRS. BERTHA ELIZABETH SADFLER MEANS ON HER 90TH BIRTHDAY AND RECOGNIZING HER UNWAVERING COMMITMENT TO PUBLIC SERVICE.

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.

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 29 PM 2:10

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

☐ Additional funding for any department or for any purpose

☐ Transfer of existing funds within or between any line item budget

☐ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

Travis County Commissioners Court

Proclamation

WHEREAS, One of the most pleasant duties of the Travis County Commissioners Court is to express appropriate appreciation and well wishes to deserving Travis County residents;

WHEREAS, Today, we are especially delighted to fulfill this duty by sending heartfelt birthday greetings to Mrs. Bertha Elizabeth Sadfler Means, in celebration of her 90th Birthday;

WHEREAS, Bertha Means was born in Rock Springs, Texas, a community founded by her grandfather. After the death of her father when Bertha was four years old, Bertha with her mother and five siblings moved to Waco, Texas. She attended public schools in Waco and graduated from A.J. Moore High School where she served on the newspaper and lettered in athletics;

WHEREAS, Since 1939, Bertha Means has lived and worked in Austin, Texas. She earned her B.A. degree in Education and English from Tillotson College, now Hustson-Tillotson University, and a Masters of Education in Educational Psychology from the University of Texas. She took additional courses in curriculum and instruction, administration and supervision at the University of Texas;

WHEREAS, Bertha Means has always been on the forefront of the civil rights movement. Leading peaceful demonstrations, both sit-ins and stand-ins, she was instrumental in breaking down the walls of segregation at Barton Springs swimming pool, the Ice Palace Skating Rink and other historically segregated establishments. Her actions spurred the integration of all public accommodations and facilities in Austin, which eventually led to the creation of the Human Relations Department of the City of Austin;

WHEREAS, Throughout her career, Bertha Means rendered outstanding service in the field of Education. She was a Head Start Director and the first coordinator for reading instruction in junior and senior high schools; visiting instructor in the Department of Curriculum and Instruction at Prairie View A&M University; conducted workshops in teacher education at Huston Tillotson College and was an instructor in the Department of Curriculum and Instruction at the University of Texas;

WHEREAS, Bertha Means' life is a true testament to a quote attributed to Walter Penn, "I expect to pass through this world but once. Any good therefore that I can do, or any kindness or abilities that I can show to any fellow creature, let me do it now. Let me not defer or neglect it, for I shall not pass this way again"; and

WHEREAS, Bertha Means is loved and appreciated by her family, friends, students, parents, administrators, political leaders and untold residents Travis County, the state of Texas and our nation for her devotion and relentless commitment to making this world a better place for us all.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY EXTEND JOYFUL AND HEARTFELT GREETINGS TO MRS. BERTHA ELIZABETH SADLER MEANS IN OBSERVANCE OF HER 90TH BIRTHDAY; AND ENCOURAGE ALL RESIDENTS OF TRAVIS COUNTY TO JOIN US IN SALUTING HER FOR HER UNWAVERING COMMITMENT TO PUBLIC SERVICE.

Signed and entered this 4th day of May, 2010.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4

AGENDA REQUEST

VS # 4

Please consider the following item for voting session 05/04/10

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:

APPROVE PROCLAMATION RECOGNIZING REVEREND BRUNO C. SCHMIDT FOR HIS MEMBERSHIP ON THE TRAVIS COUNTY HISTORICAL COMMISSION SINCE 1978.

C. Approved by: Samuel T. Biscoe
Signature of Commissioner or Judge (Judge Samuel T. Biscoe and Ron Davis, Travis County Commissioner, Pct. One)

II. A. Is backup material attached*: YES_X_NO

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

B. Have the agencies affected by this request been invited to attend the Voting Session?
YES_X_ NO

Please list those contacted and their phone numbers:
Barry Hutcheson – Chair – 892-4938

RECEIVED COUNTY JUDGE'S OFFICE 10 APR 20 PM 3:29

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

IV. BUDGET REQUEST:
If your request involves any of the following please check:
___ Additional funding for your department
___ Transfer of funds within your department budget
___ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

Travis County Commissioners Court

COPY

MINUTES CLERK

Proclamation

WHEREAS, The Reverend Bruno C. Schmidt has faithfully served as a member of the Travis County Historical Commission since 1978; and

WHEREAS, Reverend Schmidt served as Chairman of the Commission for three years; and

WHEREAS, Reverend Schmidt demonstrated his deep interest in Austin's history when he published a book entitled Historic Churches of Austin; and

WHEREAS, the Travis County Historical Commission confers Member Emeritus status on Reverend Schmidt, with the signature of the Chair of the Commission affixed hereto;

NOW, THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court of the State of Texas, does hereby salute the service of the Reverend Bruno C. Schmidt and express, on the behalf of the community, our sincere gratitude and regard for his contribution.

SIGNED AND ENTERED THIS _____ DAY OF MAY, 2010

_____
Samuel T. Biscoe
County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Karen Huber
Commissioner, Precinct 3

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Margaret J. Gómez
Commissioner, Precinct 4

FOR THE TRAVIS COUNTY HISTORICAL COMMISSION:

Barry Hutcheson

_____
Barry Hutcheson, Chair

5

AGENDA REQUEST

Please consider the following item for voting session on May 4, 2010:

I. A. Request made by: Commissioner Margaret J. Gómez Phone #854-9444

B. Requested text:

APPROVE PROCLAMATION DESIGNATING THE MONTH OF MAY 2010 AS HISPANIC CULTURAL AWARENESS MONTH IN TRAVIS COUNTY, AND RECOGNIZING THE TWENTY FOURTH ANNUAL "CINCO DE MAYO" CELEBRATION IN TRAVIS COUNTY AND THE 15TH ANNUAL COMBINED CITY/COUNTY CINCO DE MAYO CELEBRATION.

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 27 PM 1:30

C. Approved by: Margaret J. Gómez
Signature of Commissioner or Judge

II. A. Is backup material attached? YES XXX 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 Voting Session ? YES XX NO ____ Please list those contacted and their telephone Numbers: Cinco de Mayo Celebration Committee.

III. PERSONNEL

No A change in your department's personnel (reclass, etc.)

IV. BUDGET REQUEST. If your request involves any of the following, Please check appropriately:

____, ADDITIONAL FUNDING FOR YOUR DEPARTMENT

____, TRANSFER OF FUNDS WITHIN YOUR DEPARTMENT BUDGET

____, A CHANGE IN YOUR DEPARTMENT'S PERSONNEL

The County Human Resources department (473-9165) and/or the Planning and Budget Office (473-9106) must be notified prior to submission of this agenda request.

Travis County Commissioners Court

Proclamation

WHEREAS, 2010 marks the 148th anniversary of the Battle of Puebla, in which men and women led by General Ignacio Zaragosa from Goliad, Texas, successfully defended themselves against French troops, and

WHEREAS, Twenty-four years ago, Travis County began hosting a Cinco de Mayo celebration in order to keep alive the spirit of community that is signified by the Battle of Puebla, and to recognize the men and women who fought, as well as those who still work to ensure our freedom, and

WHEREAS, This year's event marks the Fifteenth annual combined City of Austin & Travis County celebration, and is sponsored by many Elected and Appointed officials and Department heads, along with the Downtown Austin Alliance, and

WHEREAS, Travis County will celebrate **"Cinco de Mayo"** at Wooldridge Park from 11:00a.m. - 2:00p.m. on Friday, May 7th featuring a Mariachi and folklorico dancers, Johnny Degollado & Conjunto, and plenty of food booths and refreshments.

NOW, THEREFORE, BE IT PROCLAIMED, THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE THE 148TH ANNIVERSARY OF CINCO DE MAYO, AND ENCOURAGES ALL CITIZENS TO PARTICIPATE IN FRIDAY'S FESTIVITIES. FURTHERMORE, WE HEREBY DESIGNATE MAY AS HISPANIC CULTURAL AWARENESS MONTH IN TRAVIS COUNTY, TEXAS, AND ENCOURAGE ALL CITIZENS TO PARTICIPATE IN THIS MONTH LONG CELEBRATION OF HISPANIC CULTURE.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 4th DAY OF MAY 2010.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

KAREN HUBER
County Commissioner, Pct. 3

SARAH ECKHARDT
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4

6

Travis County Commissioners Court Agenda Request

Voting Session : May 4, 2010 (Date) Work Session: _____ (Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Approve Resolution Recognizing the Month of May 2010 as "Mental Health Month" and May 6, 2010 as "Children's Mental Health Awareness Day" in Travis County.

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

_____
Signature of Commissioner(s) or County Judge

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

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

RECEIVED COUNTY JUDGE'S OFFICE 10 APR 27 PM 4: 31

III. Required Authorizations: Please check if applicable.

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

Human Resources Department (854-9165)
___ A change in your department's personnel (reclassifications, etc.)

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

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

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

WHEREAS, Community Mental Health is essential to overall health and well-being for all;

WHEREAS, we live in a community where one in five of our children of all faces, races, ethnicities, and religious backgrounds is affected by mental illness;

WHEREAS, we see our community coming together to help children, youth and adults who live with mental illness lead full and productive lives positively impacting our community;

WHEREAS, we acknowledge that more must be done to help the estimated two-thirds of children and youth living with mental illness who do not yet have the support they need to succeed;

WHEREAS, we dedicated the month of May each year to bring our neighbors, friends, and family members together to learn more about what good mental health means;

WHEREAS, we recognize May 6, 2010, as Children's Mental Health Awareness Day and see it as an opportunity to raise awareness about children's mental health, reduce stigma and celebrate resiliency; and

WHEREAS, Travis County Health and Human Services and Veterans Service continues to support the development and implementation of the Travis County System of Care to ensure children, youth and families have access to the services and supports that build upon their strengths and best meet their needs.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM THE MONTH OF MAY AS

"MENTAL HEALTH MONTH"

AND MAY 6, 2010 AS

"CHILDREN'S MENTAL HEALTH AWARENESS DAY"

IN TRAVIS COUNTY, AND CALL UPON THE CITIZENS, GOVERNMENT AGENCIES, PUBLIC AND PRIVATE INSTITUTIONS, BUSINESSES AND SCHOOLS IN TRAVIS COUNTY TO RECOMMIT OUR COMMUNITY TO INCREASING AWARENESS AND UNDERSTANDING OF MENTAL HEALTH, AND THE NEED FOR APPROPRIATE AND ACCESSIBLE SERVICES FOR ALL PEOPLE WHO HAVE MENTAL ILLNESS.

SIGNED AND ENTERED THIS _____ DAY OF MAY 2010.

_____
SAMUEL T. BISCOE
COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER, PRECINCT 1

_____
SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

_____
KAREN L. HUBER
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4

Updated 04-29-10 at 3:53pm

#7

Travis County Commissioners Court Agenda Request

Voting Session: May 4, 2010 (Date) Work Session _____ (Date)

I. Request

Request made by: Roger Jefferies, Executive Manager Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

RECEIVED COUNTY JUDGE'S OFFICE 2010 APR 28 PM 3:19

Requested text:

RECOGNIZE TRAVIS COUNTY EMPLOYEES WHO COMPLETED 20, 25, 30, AND 35 YEARS OF SERVICE DURING CALENDAR YEAR 2009

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information

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

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

BACKUP MEMORANDUM

DATE: May 04, 2010

TO: Members of the Commissioners Court

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

FROM: Tracey Calloway, Interim Director, Human Resources Management Department

SUBJECT: Public Service Recognition Day - Service Awards

Proposed Motion & Staff Recommendation

A. Declare Tuesday May 04, 2010 as Travis County Employee Recognition Day.
B. On May 04, 2010 present certificates of recognition to employees who completed 20, 25, 30, and 35 years of service during calendar year 2010.

Summary

The purpose of this agenda item is to specifically recognize 172 Travis County employees whom, through their dedicated service, have achieved the milestones of 20, 25, and 30 years of service during 2009.

Number of Honorees by Years of Service

Years of Service	Number of Employees
5	212
10	137
15	126
20	132
25	33
30	6
35	1
Total	**647**

See Pages 3-6 for detailed list.

Background

Each year, Travis County comes together to celebrate its dedicated employees who provide the many services to its citizens. This year we honor our most tenured employees who reached significant milestones of 20, 25 and 30 years of service in 2009, by awarding certificates of recognition. This is the 18th year that Travis County has honored employees in this manner. A total of 172 employees will be special honorees.

Budgetary and Fiscal Impact

Costs are routine and are covered within the standard HRMD operational budget.

Should you have questions, please feel free to contact Tracey Calloway at extension 49170.

Updated 04-29-10 at 3:53pm

Service Awards 2010

Hire Year	Dept #	Department Description	Last Name	First Name	Pin Year
74	23	DISTRICT ATTORNEY	MAXWELL	LINDA	35
				Total:	1
79	45	JUVENILE PROBATION	MEURER	WERNER	30
79	8	TAX COLLECTOR	DECKARD	BILLYLEE	30
79	39	COMMUNITY SUPERV & CORR	REED	CAROL	30
79	45	JUVENILE PROBATION	MURAS	STEPHEN	30
79	22	CIVIL COURTS	TOWNLEY	NANCY	30
79	11	HRMD	MCREE	NORMAN	30
				Total:	6
84	49	TNR (TRANS & NATRL RESRC)	HERNANDEZ	RICHARD	25
84	58	HEALTH & HUMAN SERVICES	IOSUE	DIANE	25
84	39	COMMUNITY SUPERV & CORR	REYES	DAVID	25
84	22	CIVIL COURTS	CELEDON	NELLIE	25
84	37	SHERIFF	ALLYN	BRUCE	25
84	37	SHERIFF	HERNANDEZ	RUBEN	25
84	39	COMMUNITY SUPERV & CORR	GRAEF	RANDALL	25
84	37	SHERIFF	LUNA	ROSITA	25
84	58	HEALTH & HUMAN SERVICES	PARSONS	MICHAEL	25
84	37	SHERIFF	CANO	GRACIELA	25
84	8	TAX COLLECTOR	LONGORIA	ISAURA	25
84	37	SHERIFF	BLANTON	SANDRA	25
84	37	SHERIFF	TREVINO	EMILY	25
84	20	COUNTY CLERK	RENTERIA	KIMBERLY	25
84	37	SHERIFF	HUTCHINSON	CRAIG	25
84	37	SHERIFF	HUTCHINSON	LYNDA	25
84	23	DISTRICT ATTORNEY	ROBERTSON	PATRICIA	25
84	37	SHERIFF	VALLEJO	LAURA	25
84	45	JUVENILE PROBATION	JARMON	ETTA	25
84	21	DISTRICT CLERK	GOERTZ	STEPHEN	25
84	57	RECORDS MANG & COMM RESRC	DUKE	ROBERT	25
84	21	DISTRICT CLERK	BENNETT	KAY	25
84	37	SHERIFF	GALLOWAY	DARYL	25
84	37	SHERIFF	MUNOZ	EDWARD	25
84	37	SHERIFF	CARDENAS	ARTHUR	25
84	37	SHERIFF	MCINTOSH	LOYD	25
84	20	COUNTY CLERK	LEAL	VELIA	25
84	37	SHERIFF	LOTT	SAMUEL	25
84	37	SHERIFF	GRIFFIN	MICHAEL	25
84	37	SHERIFF	WALKER	VANESSA	25
84	23	DISTRICT ATTORNEY	LEHMBERG	ROSEMARY	25
84	21	DISTRICT CLERK	COMPTON	DIANA	25
84	49	TNR (TRANS & NATRL RESRC)	WEST	MARVIN	25
				Total:	33

Service Awards 2010

89	45	JUVENILE PROBATION	AGOSTO	MELINDA	20
89	37	SHERIFF	ALEXANDER	DONNA	20
89	24	CRIMINAL COURTS	ALVAREZ	JULIE	20
89	37	SHERIFF	ANDERSON	WILLIAM	20
89	39	COMMUNITY SUPERV & CORR	ANZALDUA	PRISCILLA	20
89	37	SHERIFF	BANKS	SHARON	20
89	28	JUSTICE OF PEACE 3	BARLAND	KAREN	20
89	37	SHERIFF	BLACKMON	RODNEY	20
89	23	DISTRICT ATTORNEY	BLAZEY	DAYNA	20
89	37	SHERIFF	BOULDIN	FORREST	20
89	37	SHERIFF	BRADBERRY	DAVID	20
89	24	CRIMINAL COURTS	BRELAND	PAULA	20
89	57	RECORDS MANG & COMM RESRC	BROBERG	STEVEN	20
89	1	COUNTY JUDGE	BROWN	CHERYL	20
89	26	JUSTICE OF PEACE 1	BROWN	ROBIE	20
89	37	SHERIFF	BROWN	THOMAS	20
Combined	39	COMMUNITY SUPERV & CORR	BUMPASS	REBECCA	20
89	37	SHERIFF	BURNS	TERRY	20
89	34	CONSTABLE 4	CANCHOLA	MARIA	20
89	58	HEALTH & HUMAN SERVICES	CANTU	SANTOS	20
89	37	SHERIFF	CARPENTER	THOMAS	20
89	37	SHERIFF	CASTRO	JESSE	20
89	37	SHERIFF	CAVAZOS	RUBEN	20
89	39	COMMUNITY SUPERV & CORR	CHAVARRIA	NORA	20
89	23	DISTRICT ATTORNEY	CLARK	CYNTHIA	20
89	37	SHERIFF	COLVIN	ANDRE	20
89	37	SHERIFF	COSSETTE	PAUL	20
89	37	SHERIFF	CRUISE	MARK	20
89	37	SHERIFF	CURRY	MARILYN	20
89	8	TAX COLLECTOR	DELEON	IRMA	20
89	37	SHERIFF	DICKSON	RICHARD	20
Combined	12	INFORMATION & TELECOMMUNI	ERICSON BENNETT	SHERRIE	20
89	58	HEALTH & HUMAN SERVICES	ESTEBAN	YOLANDA	20
89	37	SHERIFF	FARRELL	HEATHER	20
89	37	SHERIFF	FISCHER	BEVERLY	20
Combined	49	TNR (TRANS & NATRL RESRC)	FORADORY	CHARLES	20
89	37	SHERIFF	FRASHER	MICHAEL	20
89	20	COUNTY CLERK	FRESCH	ANTOINETTE	20
89	37	SHERIFF	FULLER	COUNT	20
89	37	SHERIFF	GALLOWAY	VINCENTE	20
89	39	COMMUNITY SUPERV & CORR	GARZA	GEORGE	20
89	37	SHERIFF	GARZA	JUAN	20
89	37	SHERIFF	GLATT	LISA	20
89	45	JUVENILE PROBATION	GOBIN	JIM	20
89	40	TCCES	GOFF	TERESA	20
89	37	SHERIFF	GONZALES	LETICIA	20
89	12	INFORMATION & TELECOMMUNI	GOODFELLOW	JACKIE	20
89	37	SHERIFF	GRAY	THOMAS	20
89	37	SHERIFF	GRUBB	ELIZABETH	20
89	37	SHERIFF	GUERRA	EDWARD	20
89	20	COUNTY CLERK	HAGAN	ANDREA	20
89	12	INFORMATION & TELECOMMUNI	HANLON	REBECCA	20

Updated 04-29-10 at 3:53pm

Service Awards 2010

Combined	14	FACILITIES MANAGEMENT	HARRIS	REGINALD	20
89	45	JUVENILE PROBATION	HENSLEY	DAVID	20
89	49	TNR (TRANS & NATRL RESRC)	HERRIN	HOWARD	20
89	37	SHERIFF	HICKS	KATHERINE	20
89	37	SHERIFF	HIRSCH	BRENDA	20
89	12	INFORMATION & TELECOMMUNI	HOLDER	SHERYL	20
89	39	COMMUNITY SUPERV & CORR	HOLLOWELL	PAMELA	20
89	12	INFORMATION & TELECOMMUNI	HOPKINS	DAVID	20
89	37	SHERIFF	INGRAHAM	ROBERT	20
89	37	SHERIFF	JOINER	DAVID	20
89	37	SHERIFF	JONES	JACKSON	20
89	49	TNR (TRANS & NATRL RESRC)	JONES	EDDIE	20
89	45	JUVENILE PROBATION	JONES-WELLS	ADRAIN	20
89	6	COUNTY AUDITOR	KEITH	LAYTON	20
89	37	SHERIFF	KENNEDY	ANITA	20
89	37	SHERIFF	KUNZ	EDMUND	20
89	49	TNR (TRANS & NATRL RESRC)	LEHMAN	LESTER	20
89	12	INFORMATION & TELECOMMUNI	LOREDO	MARY	20
89	37	SHERIFF	LUNA	ALBERTO	20
89	57	RECORDS MANG & COMM RESRC	MALDONADO	DEBBIE	20
89	45	JUVENILE PROBATION	MALTSBERGER	RENEE	20
89	45	JUVENILE PROBATION	MANGOLD	OWEN	20
89	37	SHERIFF	MARTINEZ	ROBERT	20
89	37	SHERIFF	MATTHIAS	JOSEPHINE	20
89	37	SHERIFF	MAXWELL	KAREN	20
89	21	DISTRICT CLERK	MAYCES	JENNIFER	20
89	37	SHERIFF	MCCAULEY	ANTHONY	20
89	37	SHERIFF	MCDOWELL	DWIGHT	20
89	21	DISTRICT CLERK	MCELROY	CARLA	20
89	37	SHERIFF	MCMULLIN	WILLIAM	20
89	37	SHERIFF	MILARE	RICHARD	20
89	24	CRIMINAL COURTS	MOCTEZUMA	GERARDO	20
89	37	SHERIFF	MONTOYA	VIRGINIA	20
89	37	SHERIFF	MOORE	FRANCES	20
Combined	45	JUVENILE PROBATION	MORRIS	KRISTIN	20
89	37	SHERIFF	MURCHISON	KENNETH	20
89	37	SHERIFF	NEGUS	MICHAEL	20
89	39	COMMUNITY SUPERV & CORR	OKOLO	MICHAEL	20
89	29	JUSTICE OF PEACE 4	ORTIZ	GILDA	20
89	8	TAX COLLECTOR	OSIO	ISRAEL	20
89	37	SHERIFF	OWENS	ALLAN	20
89	37	SHERIFF	PEEL	JAMES	20
89	37	SHERIFF	PLANT	RONNIE	20
89	58	HEALTH & HUMAN SERVICES	POLACHECK	DAVID	20
89	37	SHERIFF	QUICK	JIMMY	20
89	21	DISTRICT CLERK	QUINTANILLA	TERESA-VIRE	20
89	37	SHERIFF	QUIROGA	RAMIRO	20
89	37	SHERIFF	REGISTER	CHARLES	20
89	37	SHERIFF	REYNA	AVA	20
89	37	SHERIFF	RIOS	PORFIRIO	20
89	14	FACILITIES MANAGEMENT	RIOS	RUDY	20
89	20	COUNTY CLERK	RUIZ	OLIVIA	20

Service Awards 2010

89	22	CIVIL COURTS	SALINAS	RENE	20
89	37	SHERIFF	SAMPSON	ANTHONY	20
89	37	SHERIFF	SCHUESSLER	HENRY	20
89	49	TNR (TRANS & NATRL RESRC)	SEQUEIRA	VICTOR	20
89	37	SHERIFF	SEWELL	EDWARD	20
89	40	TCCES	SILVA	MARIA	20
89	23	DISTRICT ATTORNEY	SMITH	DEBRA	20
89	11	HUMAN RESOURCE MANAGEMENT	SOLANO	MARGIE	20
89	37	SHERIFF	SPENCER	TIMOTHY	20
89	12	INFORMATION & TELECOMMUNI	STEELE	GLYNNE	20
89	58	HEALTH & HUMAN SERVICES	STEITLE	KAREN	20
89	37	SHERIFF	STORY	SUSAN	20
89	37	SHERIFF	TOBOLKA	JOHN	20
Combined	45	JUVENILE PROBATION	TROTTER	DEBORAH	20
89	49	TNR (TRANS & NATRL RESRC)	TURNER	DENNIS	20
89	37	SHERIFF	VALDEZ	MARY	20
89	49	TNR (TRANS & NATRL RESRC)	VASTERLING	DARLA	20
89	19	COUNTY ATTORNEY	VITTITOW	TIA-JUANA	20
89	37	SHERIFF	WALLS	WARREN	20
89	37	SHERIFF	WEDHORN	MARIA	20
Combined	49	TNR (TRANS & NATRL RESRC)	WEST	MARVIN	20
89	37	SHERIFF	WESTER	MARK	20
89	37	SHERIFF	WESTER	MARY	20
89	37	SHERIFF	WHOOLERY	BRYAN	20
89	37	SHERIFF	WILK	RICHARD	20
89	37	SHERIFF	WILSON	ALFRED	20
89	37	SHERIFF	WITT	STEPHEN	20
89	26	JUSTICE OF PEACE 1	WRIGHT	LAMECHE	20

Total: 132

Grand Total 172

Updated 04-29-10 at 3:53pm

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Travis County Commissioners Court Agenda Request

Voting Session May 4, 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 $491,330.89, for the period of April 16, 2010 to April 22, 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 JUDGE'S OFFICE
10 APR 28 AM 9:46

Updated 04-29-10 at 3:53pm

8

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	May 4, 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:	April 16, 2010 to April 22, 2010
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$491,330.89
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 $491,330.89.

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

APRIL 16, 2010 TO APRIL 22, 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.

Updated 04-29-10 at 3:53pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	May 4, 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: April 16, 2010
TO: April 22, 2010

REIMBURSEMENT REQUESTED: $ 491,330.89

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,335,442.01
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 27, 2010	$	(841,261.29)
Adjust to balance per UHC	$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	$	491,330.89
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	491,330.89

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

All claims over $25,000 (0 this week totaling $0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under $25,000 ($78,422.77) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the $175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled $6,270.33.

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 4-27-10
Dan Mansour, Risk Manager Date

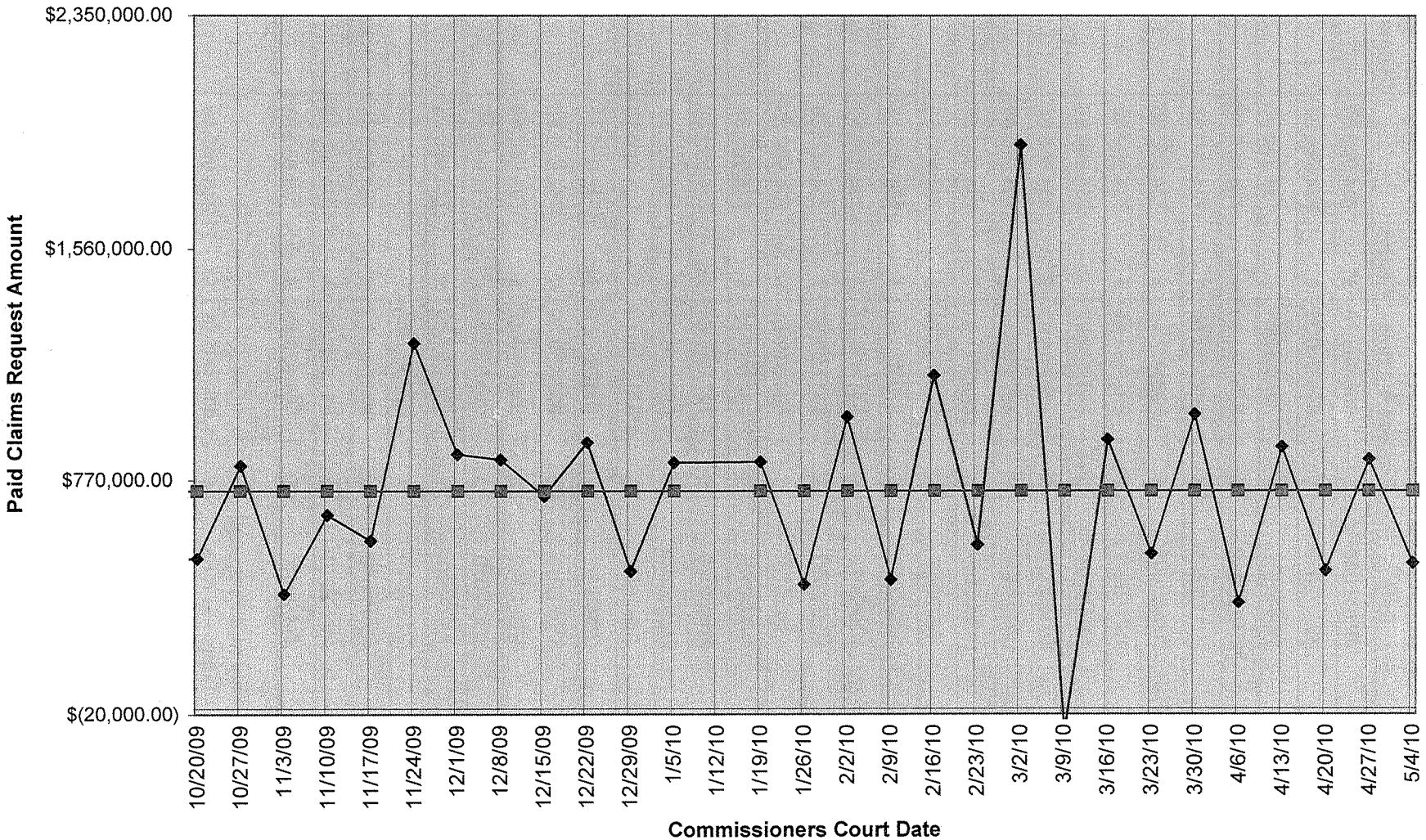
Cindy Purinton 4-26-10
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 4/26/10
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.

Updated 04-29-10 at 3:53pm

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



2

Updated 04-29-10 at 3:53pm

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
12/25/09-12-31-09	1/12/2009	$ 570,023.00	$ 734,960.88	2	$ 74,273.56
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
3/12/10-3/18/10	3/30/2010	$ 993,708.79	$ 734,960.88	4	$ 122,081.44
3/18/10-3/25/10	4/6/2010	$ 358,684.00	$ 734,960.88	0	$ -
3/26/10-4/1/10	4/13/2010	$ 882,871.37	$ 734,960.88	3	$ 122,334.64
4/2/10-4/8/10	4/20/2010	$ 466,721.73	$ 734,960.88	1	$ 34,670.68
4/9/10-4/15/10	4/27/2010	$ 841,261.29	$ 734,960.88	2	$ 54,607.82
4/16/10-4/22/10	5/4/2010	$ 491,330.89	$ 734,960.88	0	$ -
	Paid and Budgeted Claims - to date	**$ 21,001,458.16**	**$ 21,313,905.52**		
	Amount of Difference from Budget		**$ (312,447.36)**		

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

4/26/2010 FY10 budget vs claims graph and chart.xls CLP

From: <SIFSFAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 4/23/2010 5:53 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: 2010-04-23 REQUEST AMOUNT: $1,335,442.01

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: 2010-04-22		$642,955.14
- REQUIRED BALANCE TO BE MAINTAINED:	$1,938,718.00	
+ PRIOR DAY REQUEST:	$00.00	
= UNDER DEPOSIT:	$1,295,762.86	
+ CURRENT DAY NET CHARGE:		$39,679.15
+ FUNDING ADJUSTMENTS:		$00.00
REQUEST AMOUNT:	$1,335,442.01	

ACTIVITY FOR WORK DAY: 2010-04-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$95,257.55	$00.00	$95,257.55
TOTAL:	$95,257.55	$00.00	$95,257.55

ACTIVITY FOR WORK DAY: 2010-04-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$159,956.99	$00.00	$159,956.99

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_04_22

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	75104930	AH	8	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104920	AH	1	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104910	AH	7	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104940	AH	1	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104950	AH	1	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104940	AH	6	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104940	AH	5	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75105000	AH	1	4/19/2010	100	4/21/2010	4/22/2010
701254	632	0.01	RH	75104990	AH	8	4/19/2010	100	4/21/2010	4/22/2010
701254	632	-4.25	UY	71929630	AI	11	4/17/2010	50	4/23/2010	4/22/2010
701254	632	-39.97	UY	71929630	AI	11	4/17/2010	50	4/23/2010	4/22/2010
701254	632	-80.26	NN	SSN0000C	AL	0	4/13/2010	600	4/19/2010	4/22/2010
701254	632	-94.44	NN	SSN0000C	AL	0	4/13/2010	600	4/19/2010	4/22/2010
701254	632	-99.48	RF	88431200	AA	5	4/14/2010	50	4/20/2010	4/22/2010
701254	632	-125	Q3	43945230	AH	6	6/24/2008	50	4/22/2010	4/22/2010
701254	632	-192.63	UY	41980990	AH	1	11/2/2009	50	4/21/2010	4/22/2010
701254	632	-249.9	UZ	11812620	AH	5	2/5/2010	50	4/21/2010	4/22/2010
701254	632	-938.08	NN	SSN0000C	AL	0	4/14/2010	600	4/20/2010	4/22/2010
701254	632	-4446.32	NN	SSN0000C	AL	0	4/19/2010	600	4/23/2010	4/22/2010

491,330.89

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Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 04/22/2010

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

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Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 4/22/2010

TYPE		MEMBER TYPE	TRANS_AMT	
CEPO				
	EE			
		526-1145-522.45-28	**129,486.52**	
	RR			
		526-1145-522.45-29	**6,682.90**	
Total CEPO				$136,169.42
EPO				
	EE			
		526-1145-522.45-20	**95,743.35**	
	RR			
		526-1145-522.45-21	**11,477.17**	
Total EPO				$107,220.52
PPO				
	EE			
		526-1145-522.45-25	**236,033.79**	
	RR			
		526-1145-522.45-26	**11,907.16**	
Total PPO				$247,940.95
Grand Total				$491,330.89

Updated 04-29-10 at 3:53pm

#9

Travis County Commissioners Court Agenda Request

Voting Session 5/4/10 (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)

Updated 04-29-10 at 3:53pm

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

May 4, 2010

ITEM # :

DATE: April 23, 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 TC

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Sheriff	201	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	454	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	459	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	577	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	603	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	675	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	859	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	874	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	969	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	993	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1281	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1363	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1392	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1395	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1477	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1518	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
Sheriff	1786	Cadet**	80 / Step 1 / $33,750.91	80 / Step 1 / $33,750.91
TNR	567	Engineering Spec	17 / Level 1 / $39,811.20	17 / Level 1 / $39,811.20
TNR	601	Engineering Inspector Spec	16 / Level 6 / $42,619.20	16 / Level 6 / $42,619.20

*** Temporary to Regular** **** Actual vs Authorized**

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
HHS	20032	Social Svcs Asst	11 / $15.18	11 / $15.18	02

****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Sheriff	473	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	480	Cadet* / Grd 80	Corrections Officer* / Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	690	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	$38,737.92	$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1414	Cadet* / Grd 80	Corrections Officer / Grd 81	$33,750.91	$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
*** Actual vs Authorized**						

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
TCCES	46	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	$37,899.06	$39,794.01	Career Ladder. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
Tax Collector	Slot 143 / Tax Specialist I / Grd 12 / $27,573.10	**Tax Collector**	Slot 143 / Tax Specialist I / Grd 12 / $28,392.00	Salary adjustment. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**				

AD HOC CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Juvenile Probation	126	Office Specialist Sr / 12796	NE	12	Child Support Compl Ofcr Sr / 14596	NE	14
Juvenile Probation	331	Court Clerk I / 13746	NE	13	Child Support Compl Ofcr / 13595	NE	13
Juvenile Probation	171	Accounting Clerk / 11002	NE	11	Child Support Compl Ofcr / 13595	NE	13
Department requests in order to meet departmental needs. PBO has confirmed funding available. These actions are in conjunction with the above new classifications approved by Commissioners Court on 11/10/09.							

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

Updated 04-29-10 at 3:53pm

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TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: Cyd V. Grimes 4/26/10

Voting Session: Tuesday, May 4, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR AVIATION FUEL, IFB #B100180-LD, TO THE SOLE BIDDER, ARROW ENERGY, INC. (EMERGENCY SERVICES, STARFLIGHT)

Points of Contact:

Purchasing: Loren Breland, 854-4854
Department: Emergency Services, Executive Manager, Danny Hobby, Starflight, Casey Ping, 854-6460
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 aviation fuel for the Starflight helicopters.

  On March 29, 2010, IFB #B100180-LD was issued through Bidsync. One bid was received on April 19, 2010. Starflight has reviewed the bid and recommends award to the sole bidder, Arrow Energy.

- **Contract Expenditures:** Within the last 12 months $124,725.53 has been spent against this requirement.

  ☐ Not applicable

- **Contract-Related Information:**

Award Amount:	Estimated requirement, as needed basis.
Contract Type:	Annual Contract
Contract Period:	May 12, 2010 through May 11, 2011

- **Contract Modification Information:**
  Modification Amount: $0.00
  Modification Type: N/A
  Modification Period:

- **Solicitation-Related Information:**
  Solicitations Sent: 321 Responses Received: 1
  HUB Information: N/A % HUB Subcontractor: N/A

- **Special Contract Considerations:**
  - ☐ Award has been protested; interested parties have been notified.
  - ☐ Award is not to the lowest bidder; interested parties have been notified.
  - ☐ Comments:

- **Funding Information:**
  - * ☐ Purchase Requisition in HTE
  - ☒ Funding Account(s) 001-5910-602-3023
  - ☒ Comments: Department enters requisitions on an as needed basis.

  * At least one of these must be included

- **Statutory Verification of Funding:**
  ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

- APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

_____
DATE

_____
COUNTY JUDGE

Travis County
STAR *Flight*

7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Cyd Grimes, Purchasing Agent

Through: Danny Hobby, Executive Manager, Emergency Services
Travis County

From: Casey Ping, Program Manager, ***STAR*** *Flight*
Travis County

Date: April 19, 2010

Subject: Fuel Contract

STAR *Flight* staff recommends that Travis County award the bid for aviation fuel to the only bidder; Arrow Energy.

The budget line items for this contract is 001-5910-602-3023

If you need any additional information please contact me

Casey

cc. Loren Breland, Travis County Purchasing

Bid #B100180-LD - AVIATION FUEL (JET A)

Creation Date	**Mar 23, 2010**	End Date	**Apr 19, 2010 2:00:00 PM CDT**
Start Date	**Mar 29, 2010 10:31:29 AM CDT**	Awarded Date	**Not Yet Awarded**

B100180-LD-1-01 Aviation Fuel

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Arrow Energy, Inc.	First Offer - $0.0925	84000 / gallon	$7,770.00	Y	Y

Agency Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:
Travis County is subject to the Federal Lust tax of $0.0010 and the Federal Oil Spill tax of $0.0019 and will be charged per gallon in addition to the unit price per gallon. If there are changes in the taxes, then these will be adjusted on all subsequent invoices.

Terms will be Net 30 days.

Supplier Totals

Arrow Energy, Inc. **$7,770.00**

Bid Contact **Craig Faiman**
Info@ArrowEnergy.com
Ph 734-429-3581

Address **1404 Industrial Drive, Ste 3**
Saline, MI 48176-9434

Qualifications **CISV SB**

Bid Notes **Travis County is subject to the Federal Lust tax of $0.0010 and the Federal Oil Spill tax of $0.0019 and will be charged per gallon in addition to the unit price per gallon. If there are changes in the taxes, then these will be adjusted on all subsequent invoices.**

Terms will be Net 30 days.

Agency Notes:

Supplier Notes:
Travis County is subject to the Federal Lust tax of $0.0010 and the Federal Oil Spill tax of $0.0019 and will be charged per gallon in addition to the unit price per gallon. If there are changes in the taxes, then these will be adjusted on all subsequent invoices.

Terms will be Net 30 days.

**

Arrow Energy, Inc.

Bid Contact **Craig Faiman**
Info@ArrowEnergy.com
Ph 734-429-3581

Address **1404 Industrial Drive, Ste 3**
Saline, MI 48176-9434

Qualifications **CISV SB**

Bid Notes **Travis County is subject to the Federal Lust tax of $0.0010 and the Federal Oil Spill tax of $0.0019 and will be charged per gallon in addition to the unit price per gallon. If there are changes in the taxes, then these will be adjusted on all subsequent invoices.**

Terms will be Net 30 days.

Item #	Line Item	Notes		Unit Price	Qty/Unit	Total Price	Attch.	Docs
B100180-LD-1-01	Aviation Fuel	**Supplier Product Code:** Travis County is subject to the Federal Lust tax of $0.0010 and the Federal Oil Spill tax of $0.0019 and will be charged per gallon in addition to the unit price per gallon. If there are changes in the taxes, then these will be adjusted on all subsequent invoices. Terms will be Net 30 days.	**First Offer -**	**$0.0925**	84000 / gallon	**$7,770.00**	**Y**	**Y**
			Supplier Total			**$7,770.00**		

GM200I13 **TRAVIS COUNTY** 4/20/10
Fiscal Year 2010 **Account Balance Inquiry** 08:55:51

Account number . . . . : 1-5910-602.30-23
Fund . . . . . : 001 GENERAL FUND
Department . . . . . : 59 EMERGENCY MEDICAL SERVICE
Division . . . . . : 10 STARFLIGHT
Activity basic . . . . : 60 HEALTH-HUM SVC (PUB HLTH)
Sub activity . . . . . : 2 EMERGENCY SERVICE
Element . . . . . : 30 OPER SUPP, REPR PRTS,& EQ
Object . . . . . : 23 FUEL OILS, LUBRICANTS

Original budget . . . . . :	256,749		
Revised budget . . . . . :	237,749	10/20/2009	
Actual expenditures - current . :	962.95		
Actual expenditures - ytd . . . . :	76,215.75		
Unposted expenditures . . . . . :	.00		
Encumbered amount . . . . . :	1,013.23		
Unposted encumbrances . . . . . :	.00		
Pre-encumbrance amount . . . . . :	.00		
Total expenditures & encumbrances:	78,191.93	32.9%	
Unencumbered balance . . . . . :	159,557.07	67.1	

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

Updated 04-29-10 at 3:53pm

12

TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: Cyd V. Grimes 4/26/10

Voting Session: Tuesday, May 4, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 07T00006OJ, ARTHUR J. GALLAHER, FOR AVIATION INSURANCE COVERAGE. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204
Department: HRMD, Bill Paterson, 854-9650, Dan Mansour, 854-9499
County Attorney (when applicable): Barbara Wilson, 854-9567
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other: Danny Hobby, EMS Exec. Manager, 854-9367

RECEIVED COUNTY JUDGE'S OFFICE 10 APR 27 AM 10:3

- **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 contract provides aviation insurance coverage to the Travis County STAR Flight Eurocopter EC145 helicopters.

The modification will add an additional premium for the newly acquired aircraft to the aviation insurance policy issued by the underwriter, Federal Insurance Company, through Arthur J. Gallagher. The aviation insurance policy covers the STAR Flight EC145 Eurocopter helicopters, to include coverage of liability for damages caused by the aircraft. The purchase of the aircraft was approved by the Commissioners Court on 2/23/10. The premium of $28,244.00 will increase the contract amount from $219,662.00, to $247,906.00.

Modification No. 2 was previously issued to exercise the second option period to extend the contract for twelve months, through September 30, 2010. It was approved by the Commissioners Court on September 29, 2009.

Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through September 30, 2009. It was approved by the Commissioners Court on September 2, 2008.

HRMD has funded Requisition No. 497756, which has been entered in HTE.

☐ Not applicable

- **Contract Modification Information:**
  Modification Amount: $28,244.00 Fixed
  Modification Type: N/A
  Modification Period: February 24, 2010 through September 30, 2010

- **Funding Information:**
  ☒ Purchase Requisition in H.T.E.: 497756
  ☒ Funding Account(s): 525-1140-522-4408
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☐ Contract Verification Form: Funds Verified _____ Not Verified ___ by Auditor.

Updated 04-29-10 at 3:53pm

Arthur J. Gallagher RMS, Inc.
14241 Dallas Parkway, Ste. 300
Dallas, TX 75254
(972)991-3700

Invoice

Client	Travis County 11390
Date	04/07/2010
Client Service	Jim Hunter Maria Patton
Page	1 of 1

Travis County
314 W 11th
Room 400
Austin, TX 78701

Payment Information	
Invoice Summary	28,244.00
Payment Amount	
Payment for: 9957-0451-03	Invoice #111465

Thank you

Please detach and return with payment 07100006-01

Client: Travis County

Invoice	Effective	Transaction	Description	Amount
111465	02/24/2010	Policy change	Policy #9957-0451-03 10/01/2009-10/01/2010 Federal Insurance Company Aircraft Liability - Add N392TC EUROCOPTER EC 145	28,244.00

Please Make Check Payable to "Arthur J. Gallagher Risk Management Services, Inc."; mail to 39715 Treasury Center Chicago, IL 60694-9700

Total
28,244.00

Thank you

Arthur J. Gallagher RMS, Inc. **(972)991-3700**	Date 04/07/2010

Updated 04-29-10 at 3:53pm

PURCHASE REQUISITION NBR: 0000497756

STATUS: BUYER PROCESSING

REQUISITION BY: MARGIE SOLANO 854-9239

REASON: CONTRACT MODIFICATION - ADDED AIRCRAFT

DATE: 4/08/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 70141 ARTHUR J GALLAGHER RISK MANAGE

DELIVER BY DATE: 4/15/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AVIATION INSURANCE PREMIUM ADDED NC92TC EUROCOPTER EC 145 INVOICE 111465 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: AVIATION INSURANCE PREM.	28244.00	EA	1.0000	28244.00	

REQUISITION TOTAL: 28244.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	52511405224408	INSURANCE PREMIUMS Property		100.00	28244.00
					28244.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: 07T00006OJ, Aviation Insurance Coverage

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Oralia Jones** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **April 20, 2010**
ISSUED TO: Arthur J. Gallagher Risk Mgmt Svcs Inc. Attn: Mr. Robert Compton 14241 Dallas Parkway, Suite 300 Dallas, TX 75254	MODIFICATION NO.: **3**	EXECUTED DATE OF ORIGINAL CONTRACT: September 25, 2007

ORIGINAL CONTRACT TERM DATES: **October 1, 2007-September 30, 2008** CURRENT CONTRACT TERM DATES: **October 1, 2009 -September 30, 2010**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 201,506.00 Current Modified Amount $ 247,906.00.

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

This modification is to add an additional aircraft to Policy #9957-0451-03 issued by Federal Insurance Company, for the period 2/24/2009 through 10/1/2010.

1. Section 2.1 of the contract is deleted and the following is inserted in its place:

   2.1 The annual premium for each of the aircraft covered for the full initial contract term and all option terms shall be as follows for each of the aircraft unless redetermined in compliance with 2.2:

   2005 EuroCopter EC-145, 6 seats

$ 6,600,000	Insured Hull Value	$103,149. each
$25,000,000	CSL Liability	4,841. each
War Hull Endorsement		1,642. each
War Liability Endorsement		199. each

   $500,000 each person and each occurrence Medical Payments, including crew
   Miscellaneous Expansion Coverages –as listed in Attachment A
   including Bambi Bucket use and rescue hoist

   The additional premium for the aircraft covered from February 24, 2010 until the end of the initial contract term is $28,244.

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: _____

☐ DBA

☐ CORPORATION

☐ OTHER

BY: _____
SIGNATURE

_____
PRINT NAME

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

COPY

DATE:

2. In **Attachment A, Section III. UNDERWRITING DATA,** section 1.0 is deleted and the following is inserted in its place:

1.0 Covered Aircraft

1.1 Effective October 1, 2009, the coverage is on the following aircraft.

1.1.1 2005 Eurocopter EC-145, License #N373TC, passenger capacity of six, with an insured value of $6,600,000.

1.1.2 2005 Eurocopter EC-145, License #N378TC, passenger capacity of six, with an insured value of $6,600,000.

1.2 Effective February 24, 2010, the coverage is also on the following aircraft.

1.2.1 2008 Eurocopter EC-145, License #N392TC, passenger capacity of six, with an insured value of $7,191,137.

3. Policy #9957-0451-03 issued by Federal Insurance Company is amended by adding the three policy pages attached to this modification.

4. All other terms and conditions remain unchanged.

COPY

U.S. Department of Transportation

Office of the Secretary of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation Office of Aviation Analysis, X-56 400 7th Street, SW Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see **FILING INSTRUCTIONS** below.

OMB No. 2106-0030 Expires 2-28-2011

U.S. AIR CARRIERS
CERTIFICATE OF INSURANCE

POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administrations, AFS-260, 800 Independence Ave., S.W., Washington, D.C. 20591. (See EXCEPTIONS 1 and 2 below.)
EXCEPTION 1: If Block 2B on the reverse is filled in because the insured is a **commuter air carrier**, file a signed original of this form with the Department of Transportation, Air Carriers Fitness Division, X-56, 400 7th St., SW, Washington, DC 20590.
EXCEPTION 2: For **any** insured that is located in the **State of Alaska** (regardless as to whether Block 2A, 2B.or 2C is filled in), file a signed original of this form with the Federal Aviation Administration, Alaskan Region Hq., AAL-230, 222 W. 7th Ave., #14, Anchorage, Alaska 99513.

(Please type information, except signatures.)

THIS CERTIFIES THAT: FEDERAL INSURANCE COMPANY THROUGH STARR AVIATION AGENCY, INC.
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to TRAVIS COUNTY EMS D/B/A STAR FLIGHT

314 W 11TH STREET, SUITE 400, AUSTIN, TX 78701 FAA Certificate Number LEUA044Z
(Name, address and FAA Certificate number of insured U.S. Air Carrier)

Effective from OCTOBER 1, 2009 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- [X] is licensed to issue aircraft insurance policies in the United States;
- [ ] is licensed or approved by the government of _____ to issue aircraft insurance policies; or
- [ ] is an approved surplus line insurer in the State(s) of _____

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "air transportation" as that term is defined in 49 U.S.C. 40102. *(Complete applicable section A, B, or C below):*

A. U.S. AIR TAXI OPERATORS (EXCLUDING U.S. COMMUTER AIR CARRIERS) WITH PART 298 AUTHORITY ONLY:
The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). *(Complete separate or combined coverage as appropriate):*

[ ] Separate Coverages:

Policy No.	*Type of Liability*	*Minimum Limit* Each Person	*Minimum Limit* Each Occurrence
	Bodily Injury Liability (Excluding Passengers)	$ 75,000	$ 300,000
	Passenger Bodily Injury	$ 75,000	$ 75,000 x 75% of total number of passenger seats installed in the aircraft.
	Property Damage		$ 100,000

[X] Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. 9957-0451-03 Amount of Coverage $25,000,000.

[ ] This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

B. U.S. COMMUTER AIR CARRIERS OR CERTIFICATED AIR CARRIERS OPERATING SMALL AIRCRAFT

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). *(Complete separate or combined coverage as appropriate):*

☐ Separate Coverages:

Policy No.	*Type of Liability*	*Minimum Limit*	
		Each Person	*Each Occurrence*
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	$ 300,000	$ 2,000,000
	Passenger Bodily Injury	$ 300,000	$ 300,000 x 75% of total number of passenger seats installed in the aircraft.

☐ Combined Coverage: This amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

C. U.S. CERTIFICATED AIR CARRIERS OPERATING LARGE AIRCRAFT

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). *(Complete separate or combined coverage as appropriate):*

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	$ 300,000	$ 20,000,000
	Passenger Bodily Injury	$ 300,000	$ 300,000 x 75% of total number of passenger seats installed in the aircraft.

☐ Combined Coverage: This amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (Check One):

☐ Operations conducted with all aircraft operated by the Insured

☐ Operations conducted with the following types of aircraft:

☒ Operations with the following aircraft: (Use additional page if necessary)

Make and Model	FAA or Foreign Flag Registration No.
AMERICAN EC-145	N373TC
AMERICAN EC-145	N378TC
AMERICAN EC-145	N392TC

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.

STARR AVIATION AGENCY, INC.
(Name of Insurer)

_____
(Name of Broker, if applicable)

3353 PEACHTREE ROAD NE, SUITE 1000
(Address)

_____
(Address)

ATLANTA, GA 30326
(City, State, Zip Code)

_____
(City, State, Zip Code)

BRIAN RIVERS / VICE PRESIDENT
Contact (person who can verify the effectiveness of the coverage)

_____
(Officer or authorized representative)

404-946-1400 *(Area Code, Phone Number)* 404-946-1495 *(Area Code, FAX Number)*

_____ *(Area Code, Phone Number)* _____ *(Area Code, FAX Number)*

(Signature, if applicable)

_____
(Signature)

MARCH 18, 2010 (MO)
(Date)

_____
(Date)

AIRCRAFT ADDITION ENDORSEMENT

This policy is amended as follows:

In consideration of an additional premium of $ 28,244. , the following aircraft is/are added to Section One - Liability Coverages and Section Three - Physical Damage Coverages:

Coverage 1 - Liability for Scheduled Aircraft

FAA Cert. Number	Make & Model	Year Built	Seats Crew	Seats Pass	Aircraft Liability Limit
N392TC	EUROCOPTER EC 145	2008	1	6	$ 25,000,000.
					$
					$
					$
					$
					$
					$
					$

Coverage 19 - Physical Damage Coverage for Scheduled Aircraft

FAA Cert. Number	Make & Model	Insured Value	Deductible Not In Motion	Deductible In Motion/ Ingestion
N392TC	EUROCOPTER EC 145	$ 7,191,137.	$ NIL	$ NIL
		$	$	$
		$	$	$
		$	$	$
		$	$	$
		$	$	$
		$	$	$
		$	$	$

All other provisions of this policy remain the same.

This endorsement becomes effective FEBRUARY 24, 2010 to be attached to and hereby made a part of:
Policy No. 9957-0451-03
Issued to TRAVIS COUNTY AND AS ENDORSED

By FEDERAL INSURANCE COMPANY

Endorsement No. 28

Date of Issue MARCH 19, 2010 (DM)

By Robert Hamburger
(Authorized Representative)

Starr 10311 (5/06)

13

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

Approved by: Cyd V. Grimes 4/26/10

Voting Session: Tuesday, May 4, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS100064DG, DOUCET & ASSOCIATES, INC., FOR ADDITIONAL CIVIL ENGINEERING SERVICES FOR THE TRAVIS COUNTY SMART FACILITY (FM)

Points of Contact:

Purchasing: Marvin Brice, Diana Gonzalez
Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other:

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

  The original contract No. PS100064DG, with Doucet & Associates, Inc., in the amount of $48,000.00, was approved by the Purchasing Agent on January 14, 2010.

  The proposed Modification No. 1 requires the Consultant to perform additional Civil Engineering Services in the form of Irrigation and Rain Water Harvesting Design, for the Travis County Smart Facility. The proposed modification will increase the contract by $5,000.00, from $48,000.00 to $53,000.00.

  This modification causes the contract to exceed $50,000.00, therefore Commissioners Court approval is required.

  Contract Expenditures: Within the last 12 months $20,156.00 has been spent against this contract.

  ☐ Not applicable

- **Contract-Related Information:**

  Award Amount: $48,000.00 (Not-to-Exceed)
  Contract Type: Professional Services Agreement
  Contract Period: project construction

- **Contract Modification Information:**
  Modification Amount: $5,000.00 (Firm Amount)
  Modification Type: Professional Services

- **Solicitation-Related Information:**
  Solicitations Sent: N/A Responses Received: N/A
  HUB Information: N/A % HUB Subcontractor: N/A

- **Special Contract Considerations:**
  - ☐ Award has been protested; interested parties have been notified.
  - ☐ Award is not to the lowest bidder; interested parties have been notified.
  - ☐ Comments:

- **Funding Information:**
  - ☒ Purchase Requisition in H.T.E.: 496785
  - ☒ Funding Account(s): 510-1405-804-8105

- **Statutory Verification of Funding:**
  - ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SMART-01-08B-4N
FILE: 402

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Gabe Stock, AIA, LEED AP, Senior Architectural Associate

DATE: April 1, 2010

SUBJECT: New SMART Facility
Contract No. PS100064DG – Doucet & Associates

RECEIVED TRAVIS COUNTY 10 APR -1 PM 4:1 PURCHASING OFFICE

This Contract Modification Number 1 is for changes to the scope of work at the New SMART Facility as described in the attached documentation.

This Contract Modification will increase the contract by $5,000.00 from $48,000.00 to $53,000.00 and will not impact the schedule. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 510-1405-804-8105 and are encumbered under requisition numbers 496785. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for your approval. If approved, please issue a fully executed Contract Modification Number 1 to Doucet & Associates. Please call Gabe Stock at extension 45240 if you have any questions.

ATTACHMENTS:
1. Supporting documents

COPY TO:
Amy Draper, CPA, Financial Manager, FMD
Diana Gonzalez, Purchasing Agent Assistant, Purchasing

MODIFICATION OF CONTRACT NUMBER: PS100064DG, Civil Engineering Services, Travis County Smart Facility

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: DIANA GONZALEZ TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 6, 2010
ISSUED TO: Doucet & Associates, Inc. Rick Coneway, P.E. 7401 B Highway 71 West, Suite 160 Austin, Texas 78735	MODIFICATION NO.: ONE	EXECUTED DATE OF ORIGINAL CONTRACT: January 14, 2010
ORIGINAL CONTRACT TERM DATES:	CURRENT CONTRACT TERM DATES:	

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $ 48,000.00 Current Modified Amount $ 53,000.00

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

A. The following services, Irrigation and Rain Water Harvesting Design 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 25, 2010). As a result, Exhibit 1, Section 1-Compensation for Basic Services shall read as follows:

1. Reference Exhibit I, Section 1 – Compensation for Basic Services:
   a. Paragraph 1.1: The Basic Services sum is changed from $47,400.00 to $52,400.00, an increase of $5,000.00.
   b. The following Phase will be added to Paragraph 1.1.1:
      (v) Irrigation & Rain Water Harvesting Design $5,000.00

2. Reference Exhibit I, Section 5. The Total Agreement Sum is changed from an NTE amount of $48,000.00, ($47,400.00 Basic Services and $600.00 Reimbursable Expenses) to an NTE amount of $53,000.00, ($52,400.00 Basic Services and $600.00 Reimbursable Expenses) an increase of $5,000.00.

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:
[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: Doucet & Associates, Inc. BY: Rick Coneway SIGNATURE BY: C. Rick Coneway, P.E., BCEE PRINT NAME TITLE: Vice President ITS DULY AUTHORIZED AGENT	☐ DBA ☑ CORPORATION ☐ OTHER DATE: 4/8/10
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 4/26/10
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

CREATING THE DIFFERENCE

Doucet & Associates, Inc.
Engineers Planners Surveyors

CONTRACT AMENDMENT # 1

FEE TABLE

DATE: March 25, 2010
JOB NUMBER: 213-003

PROJECT NAME: Travis County Smart Facility

CONTRACT NO. PS10006DG

ORIGINAL CONTRACT AMOUNT: $48,000.00

REVISED CONTRACT AMOUNT: $53,000.00
(Including this Amendment Amount)

Consultant: Coleman & Associates

Task	Fee
Irrigation Plan	$1,500.00
Rainwater Collection	$2,500.00
LEED Calculations (Irrigation Only)	$1,000.00
TOTAL ESTIMATED FEE	$5,000.00

AUTHORIZED BY:

Client Representative

Date

Item One: Construction Document Phase

1. Irrigation Plan will be a designed as an automatic underground system. Drawings will include piping and sleeving plan, irrigation head layout, controller location, and valve locations. Sleeving plan will be supplied for irrigation system to the general contractor prior to construction. Drip irrigation will be used whenever feasible or appropriate.

2. Rainwater collection/condensate component to the irrigation system:
A rainwater harvesting system will be designed.
Gutter design is to be provided by others, we will connect downspout at tank.
Structural design for underground tanks is not included: that service would need to be provided by others. Coleman & Associates will size the tanks, provide all pump/mechanical needs and coordinate with other consultants.

Task	Fee
Irrigation Plan	$1,500.00
Rainwater Collection	$2,500.00
LEED Calculations (Irrigation Only)	$1,000.00
Total Estimated Fee	$5,000.00

Item Two: Construction Observation

Construction Observation Services will include:

1. Submittals and RFIs: All submittal review, clarifications and approvals.
2. Site Observations: Two inspections of all landscape and irrigation work. Field reports will be submitted by Owner.
3. Applications for Payment: Review payment applications for landscape and irrigation work.
4. Punch Lists, Final Aceeptance Letters – final acceptance letter, finalizations of punch lists, etc. will be performed.

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

4/15/10
14:30:27

Fiscal Year . . . . . :	2010	
Account number . . . . . :	510-1405-804.81-05	
Fund . . . . . :	510	L/T CERT OF OBLIG, 2008
Department . . . . . :	14	FACILITIES MANAGEMENT
Division . . . . . :	05	PROJECT MANAGEMENT SVCS
Basic activity . . . . . :	80	CAPITAL PROJECTS
Sub activity . . . . . :	4	CORRECTIONS & REHAB
Element . . . . . :	81	CAPITAL OUTLAY
Object . . . . . :	05	BUILDINGS

Budget . . . . . :	3,489,179
Encumbered amount . . . . . :	75,423.95
Pre-encumbered amount . . . :	5,000.00
Expenditures . . . . . :	45,636.36
Total expenditures . . . . . :	126,060.31
Balance . . . . . :	3,363,118.69

Press Enter to continue.

F3=Exit F12=Cancel

Updated 04-29-10 at 3:53pm

PURCHASE REQUISITION NBR: 0000496785

STATUS: READY FOR BUYER PROCESS

REQUISITION BY: AMY DRAPER 854-9040

REASON: MOD PO #438588 - SMART FACILITY AE ATTN: GONZALEZ

DATE: 3/29/10

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 45380 DOUCET AND ASSOCIATES INC

DELIVER BY DATE: 12/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CIVIL ENGINEER AND LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR SMART FACILITY PER PROPOSAL DATED 3/25/10 MOD #1 COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVCS	5000.00	DOL	1.0000	5000.00	

REQUISITION TOTAL: 5000.00

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	51014058048105	CAPITAL OUTLAY BUILDINGS	KSTF01 SMART Treatment Facility	100.00	5000.00
					5000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Updated 04-29-10 at 3:53pm

15

Travis County Commissioners Court Agenda Request

Voting Session: 5/4/10 (Date) Work Session: _____

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:
Receive 2008 and 2009 Annual Reports for Wild Basin Wilderness Preserve from St. Edwards University, to meet the conditions of their contract with Travis County.

C. Approved by: Karen Huber
Karen Huber, Commissioner Precinct 3

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

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

Sister Donna Jurick, St. Edwards University 448-8796
Linda Edwards, St. Edwards University 448-8796
Monica Swartz, Wild Basin Preserve 327-7622
Mitch Robinson, Wild Basin Preserve 327-7622
John Hille, Travis County 854-9415
TNR - Jennifer Brown, Rose Farmer, Dan Perry, Jon White

RECEIVED COUNTY JUDGE'S OFFICE 10 APR 26 PM 4:08

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item budget
_____ Grant

Human Resources Department (473-9165)
_____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
_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.

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

May 4, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Receive 2008 and 2009 Annual Reports for Wild Basin Wilderness Preserve from St. Edwards University to meet the conditions of their contract with Travis County.

Summary and Staff Recommendation:
Travis County and St. Edwards University (formerly the Committee for Wild Basin Inc.) have had an agreement in place since 1979 that allowed the Committee to manage this county property for land protection and educational purposes. To formalize this agreement, a "Professional Agreement for Management Services" contract was signed in 1992 that outlined the agreement specifics and this contract has since has been renewed annually. In October 2009, the Committee for Wild Basin Wilderness, Inc. (the non-profit organization that managed Wild Basin Preserve) was dissolved and St. Edwards University (St. Eds) took over the management of Wild Basin Preserve. St. Eds was assigned to the subject contract on February 23, 2010. The most recent contract renewal period is from 2/23/2010 through September 30, 2010. This contract requires St. Eds to provide educational programming for the general public and requires the continued maintenance and protection of the land as a wilderness area. The attached Wild Basin Wilderness Preserve 2008 and 2009 Annual Reports are hereby submitted to Travis County Commissioners Court and the Transportation and Natural Resources Department to fulfill the requirement of this contract.

These documents were submitted to Travis County Balcones Canyonlands Preserve (BCP) staff and submitted as part of the required Balcones Canyonlands Conservation Plan (BCCP) Annual Reports to U.S. Fish and Wildlife Service for both of these years. However, these documents still needed to be submitted to the Commissioners Court under the conditions of the Travis County Wild Basin Contract.

Staff recommends accepting these Wild Basin Wilderness Preserve Annual Reports. Staff recognizes the Committee and St. Eds for the excellent Educational Outreach Program that they provide for the Austin/Travis County community through activities such as school tours, family and public programs, summer camps, educational printed materials, volunteer training, and

hosting meetings and conferences for nature-related groups. Staff also recognizes St. Eds for their commitment to land management and protection of the Preserve through activities such as endangered species surveys, water quality monitoring, species inventories, erosion controls, trail maintenance, non-native plant removal, revegetation and restoration activities, and boundary patrols.

Background:
The 227-acre Wild Basin Wilderness Preserve, located on the east side of Loop 360, 1.5 miles north of Bee Cave Road and 3.5 miles south of RR 2222, at 805 N. Capital of Texas Highway (Loop 360), is part of the Balcones Canyonlands Preserve (BCP). Wild Basin Preserve is contiguous with the City of Austin's comparably sized Vireo Research Area, also part of the BCP. Though mostly county-owned, a 63-acre strip within Wild Basin is owned by St Edwards University, providing the only designated access to the preserve and supporting Wild Basin's Environmental Education Center interpretive building.

Wild Basin Preserve was included as part of the BCP in 1996. The BCP is an assemblage of properties in western Travis County established to protect federally listed endangered species and numerous other species of concern. The BCP was created by U.S. Fish and Wildlife Service (USFWS) permit PRT-788841 issued under Section 10(a)1(B) of the Endangered Species Act, issued May 2, 1996. The City of Austin and Travis County share responsibility as joint Permit Holders for compliance with the terms and conditions of the federal permit referred to as the Balcones Canyonlands Conservation Plan (BCCP).

In the 1970's, the people of the Austin metropolitan area, under the direction of a citizens' committee for Wild Basin, raised funds to acquire land that today comprises Wild Basin Preserve. These funds were made available to Travis County. Travis County then applied to the federal Bureau of Outdoor Recreation for additional funds to finance acquisition of the remaining preserve tracts. The Committee was incorporated in Travis County in 1979. In October 2009, the Committee for Wild Basin Wilderness, Inc. was dissolved and St. Edwards University took over the management of Wild Basin Preserve.

Budgetary and Fiscal Impact:
Under the terms of the "Professional Agreement for Management Services" contract, Travis County provides St. Edwards University with the annual sum of $20,000 as payment to help with the cost of land management on the preserve. No change is currently anticipated.

Exhibits:
Wild Basin Wilderness Preserve Annual Report 2008
Wild Basin Wilderness Preserve Annual Report 2009

JJK:JPG:rf
905 BCCP Administration

cc: Sister Donna Jurick, St. Edwards University
Linda Edwards, St. Edwards University

Monica Swartz, Wild Basin Preserve
Mitch Robinson, Wild Basin Preserve
John Hille, Assistant County Attorney
Dan Perry, TNR
Jon White, TNR
Rose Farmer, TNR
Jennifer Brown, TNR

2008 ANNUAL REPORT

for the period 1 January 2008 – 31 December 2008
from the Committee for Wild Basin Wilderness, Inc.

presented to

TRAVIS COUNTY COMMISSIONERS COURT AND TRANSPORTATION and NATURAL RESOURCES

This annual report on the management and environmental education activities conducted for Wild Basin Wilderness Preserve is submitted in compliance with the contract between The Committee for Wild Basin Wilderness, Inc. and Travis County.

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Wild Basin Self-Guided Visitors 2008
Wild Basin Emergency Plan 2008

PRESERVE MANAGEMENT

The Wild Basin staff implements the policies and priorities as set forth by the Committee for Wild Basin Wilderness, Inc., with guidance from St. Edward's University, and in accordance with BCP and Travis County rules and regulations. The Wild Basin Wilderness Preserve, in its role as an interdisciplinary laboratory of St. Edward's University, exists to protect and maintain its urban wilderness, and to promote the importance of environmental education, research, conservation and preservation. Collaboration between Wild Basin and St. Edward's enables the creation of programs and initiatives that serve to fulfill the mission.

In 2008, staff devoted their time to the day-to-day management of the preserve, including scheduling and supervising all educational programs, land management activities and programs and other work performed within its boundaries. They also supervised, coordinated and trained all volunteers and tour guides. All staff renewed their CPR and First Aid training and certifications in 2008.

Wild Basin's education and land management programs offered to schools and to the community are designed to promote awareness of environmental preservation, and encourage wise stewardship of the land. Through guided hikes, specialized study and volunteer opportunities, visitors to Wild Basin discover the many pressures on the natural quality of the preserve. From outside the preserve, residential and commercial development brings invasive, non-native plants and soil and watershed pollution. In addition, domestic animals, air, sound and light pollution can impact the preserve as well. Through outdoor study, experimentation, and hands-on opportunities, Wild Basin continues to bring awareness and an appreciation of the natural environment to the Central Texas community.

Building Infrastructure

1. Environmental Education Center (EEC)
    a. General - under the direction of preserve staff, community service restitution (CSR) volunteers regularly cleaned and maintained the EEC's interior and performed exterior maintenance work on an as-needed basis. When required, other maintenance was performed by qualified maintenance professionals/technicians, including pest/vermin control.
    b. Solar-power array—throughout the year, staff consulted with an Austin Energy technician regarding maintenance and efficiency of our solar-power collection apparatus.
    c. Scout Projects--An Eagle Scout candidate performed a valuable land management project on a volunteer basis for the preserve. Chris Webb covered the EEC wooden-lattice underskirt with sheetmetal for wildfire protection. He was supervised by staff in consultation with his scout leaders and parents:
    d. Wild Basin Garden—As a joint project with our education staff, volunteers refined the native-plants garden on the west and south sides of the EEC. Labeling many of the plants serves as interpretive information for visitors. The project, supported financially and manually by NPSOT, will continue into 2009.

2. Information Technology (IT) – staff enlisted the volunteer services of Garry Child and a qualified CSR to stabilize and upgrade the EEC's IT and telephone infrastructure. Mr. Child donated 45 hours of his time toward this effort in 2008; the CSR, approximately 25 hours.

Security

1. Emergency Procedures– preserve staff maintains an emergency-policies-and-procedures manual to be followed in case of emergency on/adjacent to/threatening the preserve. This manual covers staff, volunteers, and visitors at the preserve. Please see Appendix for the complete manual.
2. Preserve perimeter—staff and volunteers performed annual perimeter walks to check the integrity of fencing and boundary markers. Brush was cleared to provide easier patrolling on line-of-sight pathways along all boundaries. New identification tags were provided for survey pins where necessary, especially on the northern, unfenced perimeter. Pin locations along that perimeter were also recorded by GPS equipment.
3. General – preserve caretaker continued to provide overnight security by patrolling the grounds and discouraging overnight illegal entry into the preserve by locking the gate overnight. Sonitrol was once again contracted to provide silent alarm services and notification to staff in event of attempted break-ins to the EEC.
4. Visitors – signage and interpretive media warned about
    a. fire danger
    b. personal safety in extreme heat
    c. potential threats to automobile security in the parking lot
    d. potential encounters with wildlife and related precautions.

EDUCATIONAL & EDUCATIONAL OUTREACH PROGRAMS

Volunteers donated approximately 955 hours of their time to the preserve's Educational and Educational Outreach Programs, which were supported by a grant from the Moody Foundation. The following summarizes these programs:

1. *Environmental Education & Interpretation –*
    a. School Tours – Over 1,500 students from public, private and parochial schools, as well as a small number of home-school groups in Bastrop, Hays, Travis and Williamson counties attended education programs at the preserve in 2008. Group size limits are restricted and held to maximums of 60 per visit. Over 700 volunteer hours were donated in assisting in these education programs.
    b. Family & Public Programs –500 adults and children attended public programs at the preserve; programs offered in 2008 again including Moonlighting, Stargazing, Flintknapping, Indian Lore, and Weekend Hikes. Over 80 volunteer hours were donated to enable Wild Basin to host these programs.
    c. Maplewood Elementary – This AISD elementary school has an after-school science club called Caterpillars & Tadpoles which is in its fifth year with Wild Basin staff as volunteer educator. This year, 15 students learned about the life cycle through this interactive program led by Wild Basin educator, Sally Scott.
    d. Wild Afternoons – Thanks to a generous grant from the Moody Foundation, the Wild Afternoons program enabled 1,020 children to visit the preserve, enjoy guided hikes, and achieve youth group-specific goals. The participants included 380 students whose hikes were sponsored by grant-funded scholarships. Groups participating in the program included Girl Scouts, Boy Scouts, Communities in Schools, Big Brothers Big Sisters, AISD Go-Project and Alternative Learning Centers, and the Travis County Day Treatment Center. 100 volunteer hours were donated to this program.
    e. Tiny Footprints – In 2008, this program enabled more than 200 young children, ages 3-5, to experience high quality, small-group guided hikes designed specifically for early learning. Over 70 volunteer hours were donated to assist with these tours for very young children.

2. *Family & Public Programs and Group Tours –*
    a. Moonlighting and Stargazing – In its 20th year, the Moonlighting and Stargazing program again provided 2 public tours each month, guided by volunteers from the Austin Astronomical Society. Despite the inclement weather that was common in 2007, 300 visitors learned how to use telescopes and interpret the night sky.
    b. Other Tours - Other public tours led by Wild Basin volunteers and staff included Wild Basin Walks, Indian Lore, Flintknapping, and Spider Walks.
    c. BCP Hike & Lecture Series – On Dec. 13th, Wild Basin hosted 2 public hikes as part of the BCP Hike & Lecture Series. Approximately 15 visitors, guided by volunteers, were introduced to Wild Basin and the BCP.

3. *Training Programs -*
    a. Guide Training – In 2008, Wild Basin once again offered 2 sessions of Weekday & Weekend Guide Training for 20 new volunteer trail guides. At the September training, 14 guides participated along with 5 rangers from Hamilton Pool Preserve. 40 hours were donated by key preserve volunteers in assisting staff with training.

b. Tiny Footprints Training – In 2008, 2 sessions of Tiny Footprints Training were offered for 4 new volunteer Tiny Footprints guides. 16 hours were donated for training.
c. Other – Community Service Restitution volunteers continued to receive educational training in 2008 as part of their orientation to the preserve before proceeding with work assignments.

4. *Public Outreach* –
   a. Austin Museum Day – Wild Basin participated in the city-wide free museum day with a Wild About Insects-themed exhibit and hike. Over 450 people participated in this program, which was a success due to almost 100 volunteer hours donated to the program.
   b. Wee Trails – Wild Basin staff held the Wee Trails program at Lake Travis Elementary School, where approximately 60 children discovered nature in their own schoolyard.
   c. 3M Program- Wild Basin had an exhibit hosted by Sally Scott at this event where participants had the opportunity to discover Wild Basin Wilderness Preserve.
   d. Austin Butterfly Forum—staff member Sally Scott volunteered as a docent for the Dinoland Exhibit at the Zilker Botanical Gardens.
   e. Maplewood Elementary School—staff member Sally Scott volunteered as facilitator for their After-School Science Club.
   f. Balcones Canyonlands National Wildlife Refuge – Again in 2008, preserve staff member Sally Scott coordinated the children's activities for the refuge's Bridges-to-Birding program and Spring Songbird Festival, which is sponsored by Travis Audubon Society.

5. *Affiliations & Publications* –

Association of Nature Centers of America (ANCA)
Austin Astronomical Society
Austin Independent School District
Austin Museum Partnership
Bastrop Independent School District
Big Brothers Big Sisters
Camp Fire USA Balcones Council
Capital Area Council, Boy Scouts of America
Communities in Schools
Lake Travis Independent School District
Girl Scouts of Central Texas
Maplewood Elementary
Moody Foundation
Spiral Scouts
St. Edward's University
Tuktawa Foundation

The preserve staff continued writing Wild Basin's column in our local weekly newspaper, the Westlake *Picayune's* "Distinct" section.
Each quarter, Wild Basin staff produced the *Wild Ways Newsletter*.

LAND MANAGEMENT ACTIVITIES & PROGRAMS

Land Management Vision and Charges (a restatement for overview purposes)

Our vision is to preserve a piece of the Texas Hill Country in its native condition and to educate school children and the general public in the natural laboratory of Wild Basin Preserve by:

- Managing and, where necessary, restoring a mosaic of habitats that are indigenous to Wild Basin, including (but not limited to) oak-juniper woodlands, riparian areas, semi-open grasslands and cedar breaks (please note that "juniper" and "cedar" refer to the same plant species: *Juniperus ashei*)
- Protecting native biodiversity
- Protecting habitat for the federally endangered Golden-cheeked warbler
- Protecting habitats to support threatened and rare plant and animal species
- Controlling non-native and invasive species
- Protecting soil profiles and unique geologic features
- Monitoring water quality relative to watershed inputs, runoff, and erosion
- Protecting prehistoric and historic cultural sites
- Managing a trail system that presents to visitors a variety of habitats while leaving a majority of the preserve undisturbed

Charges to the Land Management Committee:

- Provide expert advice to the land management program. Review plans and recommend actions regarding proposed changes or projects that would result in alteration or possible adverse impacts to the preserve.
- Ensure that in all our planning and decision-making processes, the health of Wild Basin Preserve is the highest priority. Above all, do no damage.

Among the highlights of our 2008 Land Management activities and programs:

Land Management volunteers donated 926.25 hours of their time to the preserve's land management efforts in 2008, an approximately 50% increase over 2007. The following summarizes these efforts as performed both by staff and by volunteers:

Habitat – Mosaic Assessment
Since January 2007, the Land Management Committee has assessed various habitat components to develop an overall preserve management plan for the future. So far, we have analyzed the following components: riparian zones/features, GCWA, Texas Madrone, vegetative communities, invasive/exotic plants, and plant species of interest/concern.

Biological and other Surveys

1. Golden-cheeked warbler (GCWA – *Dendroica chrysoparia*)
   Contract wildlife biologists Jennifer Brown and Paul Fushille performed presence/absence surveys for this federally endangered songbird in the preserve. Between 30 March and 1 June 2008, they recorded sightings of five (5) GCWA males but no mating pairs during seven (7) survey days, totaling 48 hours. No female or fledgling/juvenile GCWA were sighted. This

data represents an unusually low number of GCWA sighted in the preserve. (The 2007 survey, for example, recorded 6-7 mating pairs, the highest since 2001.)

Other comments:

a. Obviously, no breeding territories were established.
b. Speculation regarding low results has focused on various factors, e.g. weather, interspecies competition, and predation.

For the full GCWA report, see Appendix.

2. Bee Creek Watershed
   a. Our Land Management Committee created a subcommittee for watershed management chaired by Sue Anderson, a volunteer retired aquatic biologist.
   b. Volunteer personnel assisted with water-quality testing at various sites on Bee Creek and its tributaries.
   c. Preserve staff and volunteers pursued information related to (1) commercial development in our contributing watershed west of Loop 360, namely projects by Brandywine Realty and the Munson Park project, and (2) home sites on our southern perimeter. Earlier this year, the Munson Park developers requested a variance from the City of Austin's Zoning & Platting Commission regarding a modification of their planned driveway access off Loop 360. During November, our staff and volunteers attended three separate ZAPCO hearings, sometimes testifying. On November 18, the commission approved Munson's variance request.
3. White-tailed deer (*Odocoileus virginianus*)

   For the second consecutive year, Wild Basin successfully performed a census of the preserve's deer population. Volunteer wildlife biologists Kris Thorne and Janet Reed conducted the activity. Data analysis from their report reveals approximately 2.54-4 acre/deer. Healthy regional population density is considered no less than 15-20 acres/deer. Data therefore supports the same conclusion as 2007, i.e. the preserve does not have a healthy deer population. Texas Parks & Wildlife Department requires a minimum of two consecutive years of good data for a removal permit. We will consider application for fall 2009.

   We appreciate the technical assistance from TPWD game wardens and Travis County wildlife biologists. For the full report, see Appendix.
4. Texas Madrone (*Arbutus xalapensis*)

   With the assistance of several Texas State University students and other volunteers, we have continued GIS documentation our population of eighteen (18) individual trees. As the only Madrone species in Texas, it represents the easternmost population of the species within the U.S.
5. Shooting Star (*Dodecatheon meadia*)

   In April 2007, Brad Oberle, a graduate student from Washington University in St. Louis, MO performed research on our Shooting Star population. He collected data and tissue samples under a BCP permit and preserve staff supervision. In January 2008, he reported to Rose Farmer at Travis County Natural Resources that his research has so far strongly indicated that our population may represent a new taxon/subspecies. A final determination will be forthcoming at an unspecified date. This past spring, we visited our sites and reported our observations to Mr. Oberle.

   For the preserve's complete plant inventory, see Appendix
6. Amphibian Watch

   Volunteer Dana Spontak provided data from his three (3) nocturnal Amphibian Watch surveys, recording four (4) frog species, June-August. For data, see Appendix.
7. Photo Points

   Photographs were taken seasonally by preserve volunteers at each of the ten (10) photo points in the preserve. This project began in 2005.

8. Rain Gauge
   In April, preserve staff mounted a rain gauge near the southern side of the EEC. Measureable data has since been collected following precipitation events. Between the installation date, April 17, and the date of this annual report, December 19, we received 15.25 inches of measureable precipitation. From other regional sources, we know that rainfall from January 1 until April 17 was negligible. Regionally, average annual rainfall is approximately 25 inches. Drought conditions, therefore, have existed most of the year. Only 2008's unusually high rainfall has kept regional ground and surface water levels as high as they are under these conditions. Our own Bee Creek has been "ephemeral" at best since July.
9. Contaminant Assessment
   In early January, two technicians from Terracon Consultants Inc. assessed contaminants, e.g. asbestos, in the EEC and in the former trash dump between the old driveway and North Hollow. This survey was requested by St. Edward's University in relation to the 63.5 acres owned by Wild Basin Inc. No serious problems were observed.
10. Horned Lizard sighting
    In April, a reliable observer spotted a horned lizard on the north side of Arroyo Vista near the EEC. This represents the first preserve sighting in a decade.

Public Outreach

1. Balcones Canyonlands Preserve (BCP)—(a) Again in 2008, Wild Basin preserve staff attended and participated in quarterly meetings of the BCP Land Managers informal group. In April, we hosted the meeting; (b) in January, the land manager and a volunteer attended a habitat-restoration tour at the Balcones Canyonlands National Wildlife Refuge; (c) in June, the land manager and a volunteer attended an oak-wilt lecture and tour at COA's Reicher Ranch facility; in November, our preserve hosted a presentation on Urban Wildlands Issues, attended by the land manager.
2. Texas State University—In March, the land manager delivered a preserve presentation to the Wildlife Society, composed mostly of wildlife biology students, to solicit interns and other volunteers.
3. College interns—During the fall semester, Sara Weaver (from Texas State University's wildlife biology program) as well as Adrian Sanchez and Kadence Hampton (both St. Edward's University service-learning students from the environmental science & policy program) volunteered a total of 123 hours of their time assisting preserve staff in various land management and education activities.
4. Donations-in-Kind—During 2008, several individuals donated various materials, particularly rebar for erosion-bar pins and juniper timber for the bars themselves.
5. UT Brackenridge Field Laboratories—In June, the land manager attended a fire-ant management conference sponsored by the Karst Conservation Initiative Group.
6. Community Groups
   a. Central Texas Trail Tamers (CTTT) – CTTT again hosted bi-monthly meetings open to the public at the preserve. Their volunteers contributed 17 hours to trail maintenance projects. In March, they conducted crew-leader classes at the preserve, admitting our volunteers gratis.
   b. Bright Leaf Preserve – Wild Basin staff member Sally Scott currently serves as board president of the Friends of Bright Leaf Preserve.
   c. Capital Area Master Naturalists (CAMN) – Wild Basin staff member Sally Scott currently serves as program committee chair for CAMN. WB land manager Mike Powers is also a CAMN member and uses five others as crew leaders for our land management projects. Their volunteers donated 150.25 hours of their time to our land management projects.

d. Native Plant Society of Texas, Austin chapter (NPSOT) – Again in 2007, Wild Basin land manager Mike Powers hosted the regular monthly meetings of the Austin chapter of this statewide group. NPSOT volunteers donated approximately 85.5 hours of time to our land management projects.
e. Hill Country Conservation Conference—In June, the land manager attended the HCCC's first organizational conference.

Preserve staff wrote several articles for the local weekly newspaper, the *Westlake Picayune.* Originals and copies of these articles are on file in the main offices in the EEC. Land management staff members also wrote articles for the preserve's *Wild Ways* newsletter.

Visitation
In 2007, preserve staff tracked the number of self-guided visitors, using the two (2) trailhead sign-in boxes located near the Environmental Education Center (EEC). While this is by no means a perfect record of every visitor on a self-guided hike, it at least provides us baseline data of 3031 recorded this year (897 children and 2134 adults). The overall total is only slightly less than 2007. See Appendix for breakdown of visitors by month.

Habitat Maintenance and Restoration
Please note that land management activities use only native Ashe juniper for trail/water bars and native limestone for boulders, steps and gravel where needed on or off the preserve's trails. No old-growth junipers or other native hardwoods are cut down in the preserve for such use. All trail maintenance and other land management activities avoid impact or disturbance of the preserve's cultural/archeological resources.

1. Trail Maintenance
   a. General – nearly all 3.2 miles of trails in the preserve received maintenance. (No trail maintenance was performed during GCWA breeding season, 15 March – 15 July, along trail sections where the warblers were sighted.) This work included maintaining, replacing and/or installing nine (9) water bars and twenty-four (24) checkdams; building eight (8) steps in steep areas; constructing and maintaining various water-diversion channels to carry water off the trails; replacing/repairing six (6) creek-crossing step stones following flashflood events; pruning trees and brush from trail corridors; clearing downed trees and fallen limbs from trails; and rebuilding/repairing trail surfaces. Volunteers donated approximately 308 hours of their time performing trail maintenance in 2008.
   b. Throughout the year, staff consulted with various individuals concerning a future reroute of Creek Trail from the upper creek crossing to Woodland Trail, due to erosive problems.
   c. Pond Trail remained closed for the third year due to silting problems at the retention pond.
   d. Volunteers from the community and area high schools donated approximately 50 hours of their time. Under staff supervision, selected CSR volunteers also performed trail maintenance.
2. Habitat Restoration
   a. General--Preserve staff and volunteers continued to aggressively remove invasive, non-native species such as Japanese honeysuckle, Chinese tallow, chinaberry, pyrocantha, ligustrum, nandina, King Ranch bluestem, Johnson grass, vitex, Georgia Cane and others. With herbicidal-treatment assistance from Travis County field biologists Paul Fushille and Amber Gosselin, preserve staff and volunteers have

continued to suppress the few persistent Georgia cane (*Arundo donax*) and also combat some of the aforementioned invasives. The Native Plant Society of Texas also assisted in these efforts. Overall, volunteers donated approximately 616 hours of their time performing habitat restoration in 2008.

b. Deer exclosures – In consultation with Texas Parks & Wildlife and Travis County biologists, preserve staff continued installing "deer exclosures" of hog wire/wire cages around stands of native trees and shrubs (such as Shin oaks and Texas red oaks, escarpment black cherries, Texas persimmon, coralroot orchids and twisted-leaf yucca, among others) to prohibit excessive browse by deer and other animals.
c. Red Imported Fire Ants (Solenopsis invicta) –No nests of these invasive, non-native insects were found within the preserve boundaries this year. Along the shoulder of Loop 360, however, several dozen were observed in late spring. Somehow, they mysteriously disappeared in late summer.
d. Wildfire Defense – In consultation with Texas Forest Service Urban-Wild Lands Interface specialists and the Westlake Hills Fire Department, preserve staff continued performing recommended measures related to creating a defensible-space around the EEC and along the driveway perimeter by (1) reducing nearby flammable vegetation and (2) installing a metal underskirt on the building. WLH asst. fire chief Mike Elliot agreed that the driveway was now sufficiently cleared to risk a fire vehicle's entering the preserve to fight a fire at the EEC.
e. Fire Management—In April, the land manager toured the neighboring City of Austin Black-Capped Vireo Preserve with their staff to assess possible future prescribed burns. This collaboration will help prepare us for possibly using fire as a management tool, never previously done in our preserve. The last wildfire here occurred in 1961.

Equipment & Materials

Tuktawa Foundation Grant—at the end of July, an acquisitions grant expired. During the previous months, we were able to use the land management portion to purchase approximately $6,000 worth of equipment and materials, e.g. GPS handheld devices & software, manual & power tools, fire-fighting equipment, optical range-finder for surveys, safety equipment, etc.

Affiliations and Publications

The preserve in 2008 continued development of relationships and partnerships with like-minded groups and selected individuals in the community. These relationships and partnerships were pursued to strengthen the preserve's land management and educational activities. They included the following:

Ann Molineux, PhD
Austin Astronomical Society
Austin Butterfly Forum
Austin Gem & Mineral Society
Austin Geological Society
Balcones Canyonlands Conservation Project
Balcones Canyonlands Preserve Land Managers
Balcones Canyonlands National Wildlife Refuge
Bob Harms, PhD
Capital Area Council, Boy Scouts of America
Capital Area Master Naturalists
Central Texas Trail Tamers
City of Austin Water Utility Wildland Conservation Division
Loomis Partners—Austin

Lower Colorado River Authority
Native Plant Society of Texas, Austin chapter
REI
Rob Roy Homeowners Association
Rob Roy on the Canyon Homeowners Association
Texas Commission on Environmental Quality
Texas Forest Service
Texas Ornithological Society
Texas Parks & Wildlife
Travis Audubon Society
Travis County Transportation & Natural Resources
Tuktawa Foundation
University of Texas Archeological Research Laboratory
University of Texas Bureau of Economic Geology
University of Texas Nonvertebrate Paleontology Laboratory
Westlake Chamber of Commerce
Westlake Hills City Inspector
Westlake Hills Fire Department
Westlake Picayune newspaper

THE COMMITTEE FOR WILD BASIN WILDERNESS, INC.

The Committee for Wild Basin Wilderness, Inc., is a registered, non-profit organization dedicated to promoting responsible environmental stewardship through education. The mission of The Committee for Wild Basin Wilderness, Inc., is to protect and maintain its urban wilderness, and to promote the importance of environmental education, research, conservation and preservation. Collaboration between Wild Basin and St. Edward's enables the creation of programs and initiatives that serve to fulfill the mission.

Structure

The Board of Directors of the Committee for Wild Basin Wilderness, Inc., is comprised of thirteen members. Under the direction of Board members are three standing committees: Executive, Education and Land Management.

Board Members

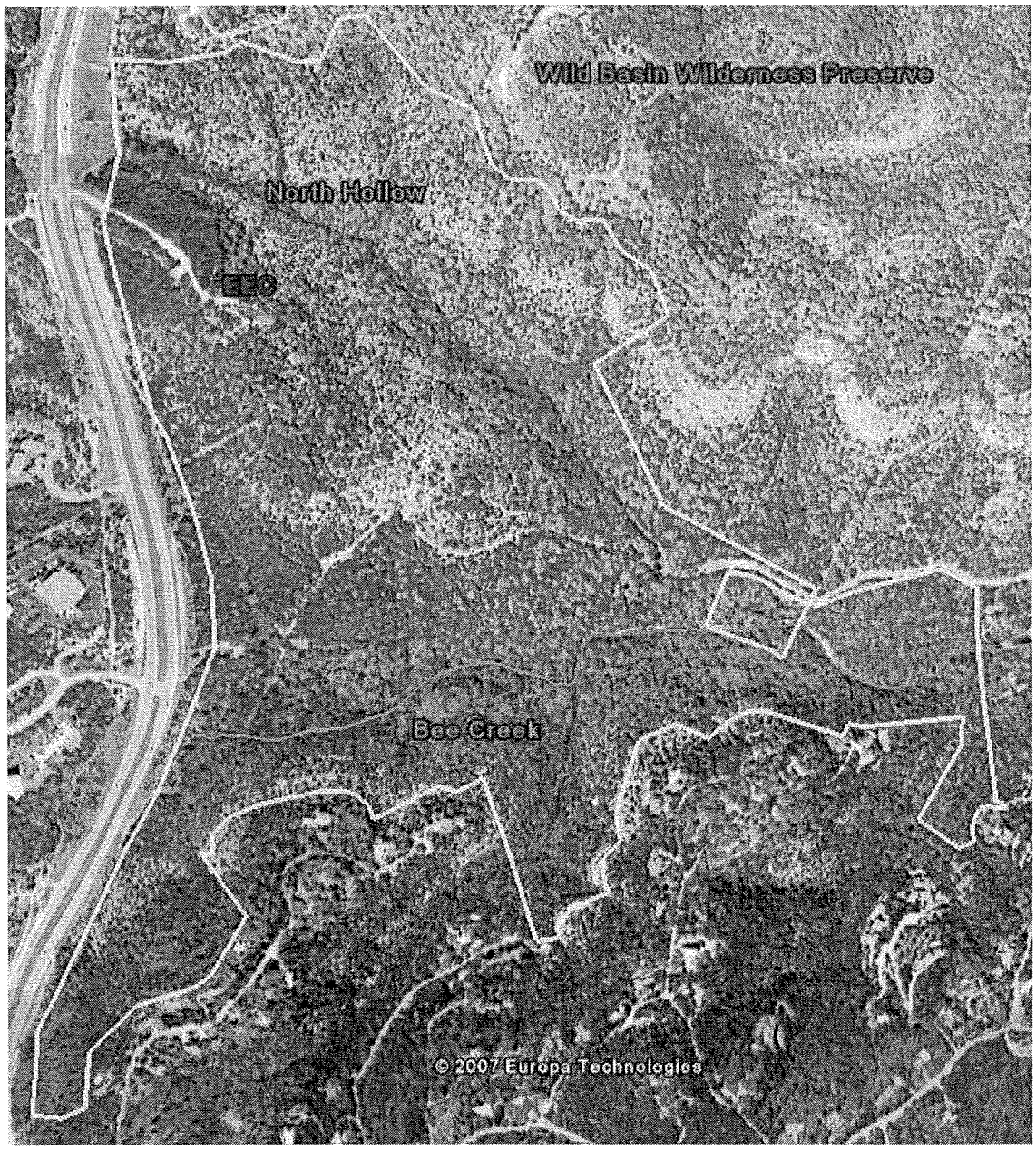
President – Charlie Bicak, Ph.D.
Vice President – Linda Edwards
Treasurer – Rhonda Cartwright
Secretary – Robert Manzer
John Abbott, Ph.D.
Sally Davenport
Joe DeMedeiros
Carol Dwyer
Allan Hook, Ph.D.
Flo Macklin, Founder
Ed McHorse, J.D.

Advisors to Board Members

Martha Hudson, Founder
Flora McCormick, Founder

Staff

Ebby Green – Executive Director
Linda Leal – Ranger (part-time)
Genevieve Lung – Volunteer Coordinator, Office Manager
Echo Machuca – Ranger (part-time)
Elizabeth Pardue – Education Assistant
Mike Powers – Land Manager, Facilities Manager, Caretaker
Sally Scott – Ranger (part-time)
Carrie Welch – Ranger (part-time)



AERIAL VIEW OF WILD BASIN WILDERNESS PRESERVE

APPENDIX

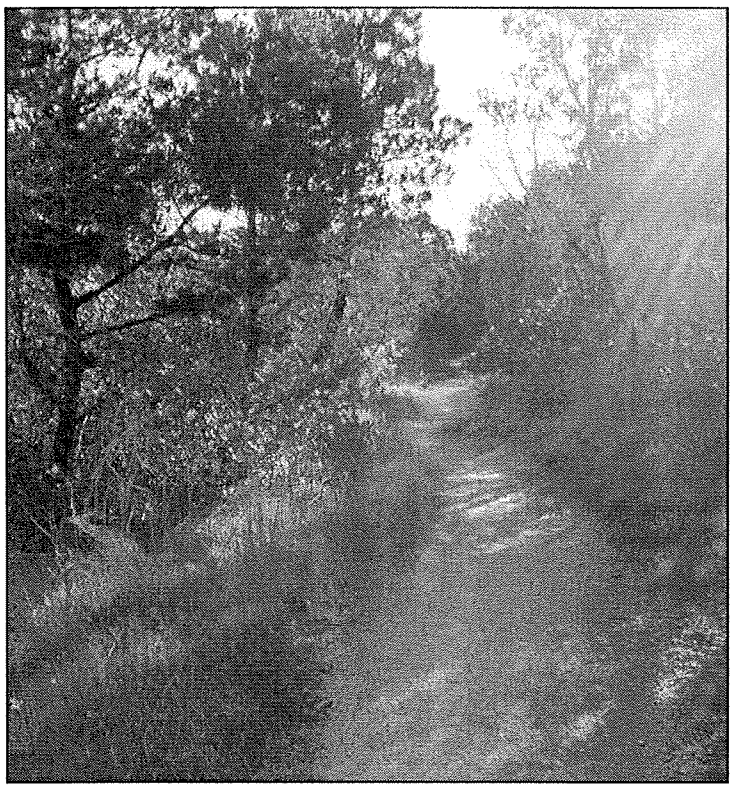
Wild Basin Golden-cheeked Warbler (GCWA) Survey Results 2008
Wild Basin Species and Items of Interest 2006
Wild Basin Plant List "The Vegetation of Wild Basin"
Wild Basin Animal List "The Vertebrates of Wild Basin"
Wild Basin Amphibian Watch 2008
Wild Basin Bird Checklist 2006
Wild Basin Deer Census 2008
Wild Basin Self-Guided Visitors 2008
Wild Basin Emergency Plan 2008

RESULTS OF GOLDEN-CHEEKED WARBLER SURVEYS

WILD BASIN WILDERNESS PRESERVE

TRAVIS COUNTY, TEXAS

SPRING 2008



Jennifer Brown and Paul Fushille

August 2008

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INTRODUCTION

The golden-cheeked warbler is a neotropical migrant that breeds only in central Texas where suitable oak-juniper (*Quercus spp.-Juniperus ashei*) woodlands are present (Ladd and Gass 1999, Pulich 1976). The U.S. Fish and Wildlife Service (USFWS) listed the golden-cheeked warbler (*Dendroica chrysoparia*) in 1990 as federally endangered, as a result of habitat loss and fragmentation due to suburban development, reservoir construction, and agricultural use (U.S. Fish and Wildlife Service 1990, Ladd and Gass 1999). This loss of habitat is apparent in western Travis County, Texas where urbanization and development has rapidly spread over the last two decades.

In 1996, the Balcones Canyonlands Conservation Plan was approved by the USFWS to mitigate for the loss of habitat and to facilitate the local recovery of the golden-cheeked warbler and seven other endangered species (Balcones Canyonlands Preserve 2007). A minimum of 30,428 acres of endangered species habitat in western Travis County will be set aside as preserve land. Wild Basin Wilderness Preserve, hereafter Wild Basin, is part of the greater Balcones Canyonlands Preserve (BCP). The BCP is managed and owned by various governmental and private entities, including Travis County, the City of Austin and the Nature Conservancy.

This report contains the results of golden-cheeked warbler (GCWA) surveys conducted at Wild Basin during the 2008 breeding season. The primary objective was to conduct presence/absence surveys for these warblers, and if present, map territories to determine abundance and general distribution within the Wild Basin. Late season surveys were also scheduled to best capture productivity. Secondary objectives include noting all avian observations to create a species list, and to record any instances of cowbird parasitism.

SITE DESCRIPTION

Wild Basin (227 ac/91 ha) is located in western Travis County, approximately 6 miles northwest of downtown Austin (**Figure 1, Location Map**). Wild Basin is included within the West Austin macrosite of the BCP (Balcones Canyonlands

Preserve 2007). Neighborhoods bound the preserve to the south and east, City of Austin preserve land is to the north and Capital of Texas Highway (Loop 360) is to the west.

Wild Basin is on the eastern edge of the Edwards Plateau and is dissected by Bee Creek and several side tributaries. It is comprised of steep ridges that slope into mesic canyons draining into Bee Creek and flowing eastward toward Lake Austin, a reservoir on the Colorado River. Elevations range from approximately 690 ft msl to 910 ft msl. The dominant soil types found at Wild Basin are Brackett soils and limestone rock outcrop (SCS 1974). Vegetation is typical of western Travis County dominated by oak-juniper woodlands on the ridges and slopes and riparian woodlands along creeks and drainages. Dominant woody vegetation includes: plateau live oak (*Quercus fusiformis*), Texas red oak (*Quercus buckleyi*), Ashe juniper (*Juniperus ashei*), cedar elm (*Ulmus crassifolia*), Texas persimmon (*Diospyros texana*), Lindheimer's silktassel (*Garrya ovata*), agarita (*Berberis trifoliolata*), and several varieties of both sumac (*Rhus* spp), and holly (*Ilex* spp.).

METHODOLOGY

Data collection

Golden-cheeked warbler surveys at Wild Basin were conducted over seven visits, spanning from the end of March to the beginning of June. Surveys were spread throughout the breeding season in an attempt to capture abundance, distribution and productivity data. Six of the surveys were conducted in morning hours while a seventh visit was made prior to sunset. All surveys were conducted under ideal weather conditions and times coinciding with peaks in avian activity to maximize the potential for detecting warblers.

Presence/absence surveys followed protocol as determined by the USFWS *minimum procedures for golden-cheeked warbler and black-capped vireo presence/absence surveys* (USFWS 1994). Vegetation communities throughout the preserve were evaluated during early surveys allowing subsequent visits to be primarily targeted on areas that were determined to have the most suitable GCWA habitat.

Once presence was determined, territory mapping was used to estimate territory density, male abundance and distribution. All observations (both visual and auditory) of GCWAs were plotted on hard-copy digital orthophoto maps. Mapping methods generally followed IBCC guidelines (1970).

The use of playback tapes of GCWA vocalizations was used in an effort to elicit responses during the final survey. Any observations of brown-headed cowbirds (*Molothrus ater*) and any signs of nest parasitism were also noted. Avian species detected throughout the survey period were also noted and are listed in **Appendix A.**

Data analysis

Abundance was calculated as the sum of all unique male GCWAs detected including those observed adjacent to Wild Basin. Species distribution comprises all locations where warblers, regardless of sex or age, were observed.

One or more of the following criteria were used to define whether, or not, a male GCWA had established breeding territory: 1) a male was observed with a female; 2) a nest was located for an individual male; 3) a male was observed with fledglings; and/or 4) a male was observed on at least three instances, with a minimum of at least one week between observations, and using the same general location. These criteria were adopted from those used by Travis County Natural Resources and Environmental Quality when determining breeding territories.

Pairing status of male GCWAs is determined by observing a male associating with a female, locating a nest for that male, and/or observing a male tending at least one fledgling. Observations of fledglings tended by a parent and the greatest number of fledglings observed at any one time provided data for breeding success and productivity.

RESULTS

A total of 48 hours, between March 31 and June 1, were spent at Wild Basin surveying GCWAs. Table 1 contains a summary of the field data by survey date and includes a daily sum of GCWAs detected. A total of 25 observations of GCWAs were recorded. All observations were of males. Observations include multiple detections of the same individual. No females or young GCWAs were observed or detected during the 2008 survey.

Table 1. Summary of 2008 field data, including survey times, weather conditions, personnel and number of golden-cheeked warblers detected.

Date	Time Begin/End	Temp. (°F) Begin/End	Wind Direction	Wind Speed	Cloud Cover	Surveyor	GCWAs Detected
30 Mar	0730-1200	71°/ 74°	Southwest	2-8 mph	90%	JB, PF	5 males
13 Apr	0700-1200	48°/ 75°	Northwest	2-10 mph	10%	JB, PF	3 males
10 May	0630-1130	73°/ 85°	South	5-8 mph	90%	JB, PF	0
17 May	0645-1115	75°/ 84°	South	0-5 mph	40%	JB, PF	0
18 May	1015-1145	64°/ 66°	Northwest	0-5 mph	40%	PF	0
22 May	1915-2030	77°/ 88°	South	5-10 mph	20%	JB, PF	0
1 June	0630-0930	76°/ 93°	South	5-8 mph	10%	JB, PF	0

GCWAs were observed on two of seven survey dates. **Figures 2** and **3** illustrate survey results and species distribution. Male GCWAs were found primarily utilizing areas along Bee Creek and northwest of the confluence of North Hollow and Bee Creek. One male was also detected near the northern boundary adjacent to the City of Austin's Vireo Preserve. GCWA abundance totaled five. It was determined that no breeding territories were ever established, although counter singing between males was detected consistently during the first two site visits.

DISCUSSION

Survey strategies for the 2008 GCWA breeding season at Wild Basin addressed abundance, distribution and productivity. For this reason survey effort was intended to be spread through out the breeding season months with a focus on detecting productivity. In 2008, surveyors were able to determine simultaneous identification of five individual GCWAs. This determination was made through the presence of two surveyors in radio communication and counter singing on both days where GCWAs were detected. Similar survey methods on subsequent visits, with both surveyors, revealed no other warblers.

The results of the 2008 survey were compared to pervious surveys (2001 to 2007) to evaluate survey effort and results (See **Tables 2 and 3** below). By the definition of "Territory" as discussed in the Methods Section of this report we determined that no territories had been established. **Table 2** illustrates that previous season's surveys were targeted in March and April to maximize detection rates. Had the 2008 survey been conducted similarly, with a focus during the height of GCWA territory establishment (March – April), data may have indicated that as many as five territories could have been established (**Table 3**). This assessment is based on the assumption that there would have been an increase in the number of detections with at least one week's separation (five days) in accordance with USFWS survey protocol.

Table 2. GCWA Survey Effort by Year and Number of Survey Days per Month.

Year	Total Survey Hours	Number of Survey days by Month				
		March	April	May	June	July
2001	30	2	3	1	No survey	No survey
2002	20+	1	2	2	No survey	No survey
2003	20	1	2	2	No survey	No survey
2004	24	1	3	2	No survey	No survey
2005	40	2	5	1	No survey	No survey
2006	59	3	4	1	No survey	No survey
2007	51.25	3	3	1	2	No survey
2008	48	1	1*	4	1	No survey

* A second survey day was planned but rescheduled in early May due to inclement weather.

Table 3. GCWA Survey Results by Year and Detections by Sex for Each Month to Estimate Abundance.

Year	Month					Potential GCWA Abundance
	March	April	May	June	July	
2001	5 male	8 male, 2 female	4 male, 1 female	No survey	No survey	2
2002	2 male	5 male	2 male	No survey	No survey	2
2003	2 male	5 male	2 male	No survey	No survey	2 to 3*
2004	2 male	6 male	0	No survey	No survey	2 to 3*
2005	5 male	12male, 1 female	1male, 1female, 1fledgling	No survey	No survey	3 to 5
2006	10 male	11male, 3 female	9male, 11 female	12male, 14 female	0	4 to 5
2007	10 male	15male, 8 female	5male, 3 female	4male, 4female, 5fledgling	No survey	6 to 7
2008	18 male	7 male	0	0	No survey	4 to 5

* Abundance interpretation based on male GCWA location data

Based on the results of the 2008 survey we can only speculate as to why no GCWAs were detected after April 13th. One primary assumption is that there was no pairing success, as evident by the lack of female GCWA detections, and therefore male GCWAs did not establish breeding territories and possibly moved to other habitat outside Wild Basin. This could be attributed to the assumption that Wild Basin has a limited amount of suitable habitat and may have attracted younger, less successful males in 2008. GCWA mating success frequency for second year males (79%) has been documented to be consistently and significantly less than after second year males (97%). This difference has been attributed to the difficulty for second year males in finding, securing or defending a mate (Jetté 1998). The presence of both females and young in recent years (2005-2007) suggests this might

only be a yearly variance and not a trend. It is also worth noting that City of Austin staff mentioned that there were only two detections of GCWAs on the adjacent BCP property and no territories had been established.

Other potential negative impacts on territory establishment or nesting success, although most likely of secondary importance, include severe weather conditions (heavy rain and hail) in late April, as well as the frequent detections and observations of fox squirrels (*Sciurus niger*) and jays (*Cyanocitta* sp.). An elevated abundance of jay species associated with increased residential development in close proximity to GCWA habitat could be detrimental to productivity of GCWAs. Additionally, residential areas typically support higher numbers of mast-producing trees which has been shown to artificially inflate populations of fox squirrels, a known nest predator of GCWAs (Reidy 2007).

Regardless of the lack of territory establishment and no indication of pairing success during the 2008 survey, recent year's data suggest that Wild Basin can, on a short term, support a small, successful population of GCWAs. Surveys conducted since 2001 also suggest a gradual increase in GCWA abundance. Interpretation of this data is difficult and factors for the increase may include, but are not limited to range-wide changes in breeding habitat availability as well as the possibility that habitat in Wild Basin is becoming structurally mature. Future research oriented on Wild Basin's habitat structure and GCWA population, including age classification could provide additional insight toward these types of questions.

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APPENDIX A

Birds observed at Wild Basin Wilderness Preserve during the 2008 survey period. This list totals 64 species. Taxonomic and nomenclatural changes are updated through the 49th supplement (AOU, 2008) to the AOU *Check-list of North American Birds (7th ed.).*

Great Blue Heron	*Ardea herodias*
Black Vulture	*Coragyps atratus*
Turkey Vulture	*Cathartes aura*
Red-shouldered Hawk	*Buteo lineatus*
Red-tailed Hawk	*Buteo jamaicensis*
White-winged Dove	*Zenaida asiatica*
Mourning Dove	*Zenaida macroura*
Yellow-billed Cuckoo	Coccyzus americanus
Greater Roadrunner	*Geococcyx californianus*
Eastern Screech-Owl	*Megascops asio*
Common Nighthawk	*Chordeiles minor*
Chimney Swift	*Chaetura pelagica*
Black-chinned Hummingbird	*Archilochus alexandri*
Ladder-backed Woodpecker	*Picoides scalaris*
Red-bellied Woodpecker	*Melanerpes carolinus*
Least Flycatcher	*Empidonax minimus*
Empidonax Flycatcher	*Empidonax sp.*
Eastern Phoebe	*Sayornis phoebe*
Ash-throated Flycatcher	*Myiarchus cinerascens*
Western Kingbird	*Tyrannus verticalis*
Red-eyed Vireo	*Vireo olivaceus*
White-eyed Vireo	*Vireo griseus*
Blue-headed Vireo	*Vireo solitarius*
Blue Jay	*Cyanocitta cristata*
Western Scrub-Jay	*Aphelocoma californica*
Purple Martin	*Progne subis*
Cliff Swallow	*Petrochelidon pyrrhonota*
Carolina Chickadee	*Poecile carolinensis*
Black-crested Titmouse	*Baeolophus atricristatus*

Carolina Wren	*Thryothorus ludovicianus*
Bewick's Wren	*Thryomanes bewickii*
Ruby-crowned Kinglet	*Regulus calendula*
Blue-gray Gnatcatcher	*Polioptila caerulea*
Hermit Thrush	*Catharus guttatus*
American Robin	*Turdus migratorius*
Gray Catbird	*Dumetella carolinensis*
Northern Mockingbird	*Mimus polyglottos*
European Starling	*Sturnus vulgaris*
Cedar Waxwing	*Bombycilla cedrorum*
Tennessee Warbler	*Vermivora peregrina*
Orange-crowned Warbler	*Vermivora celata*
Nashville Warbler	*Vermivora ruficapilla*
Yellow Warbler	*Dendroica petechia*
Yellow-rumped Warbler	*Dendroica coronata*
Golden-cheeked Warbler	*Dendroica chrysoparia*
Black-throated Green Warbler	*Dendroica virens*
Black-and-white Warbler	*Mniotilta varia*
American Redstart	*Setophaga ruticilla*
Summer Tanager	*Piranga rubra*
Spotted Towhee	*Pipilo maculates*
Rufous-crowned Sparrow	*Aimophila ruficeps*
Chipping Sparrow	*Spizella passerina*
Clay-colored Sparrow	*Spizella pallida*
Field Sparrow	*Spizella pusilla*
White-throated Sparrow	*Zonotrichia albicollis*
Northern Cardinal	*Cardinalis cardinalis*
Painted Bunting	*Passerina ciris*
Brown-headed Cowbird	*Molothrus ater*
Common Grackle	*Quiscalus quiscula*
Great-tailed Grackle	*Quiscalus mexicanus*
Orchard Oriole	*Icterus spurius*
House Finch	*Carpodacus mexicanus*
Lesser Goldfinch	*Carduelis psaltria*
House Sparrow	*Passer domesticus*

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Travis County Commissioners Court Agenda Request

Voting Session May 4, 2010 Work Session

I. A. Request made by: _____ Phone # 854 -9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:
Consider and take appropriate action on a request to provide Resolutions supporting Travis County's applications for participation in TXDoT's Pass-Through Toll Financing Program for a portion of FM 973 in Precinct 1 and portions of FM 1626 and FM 2304 in Precinct 3

C. Approved by: Commissioner Ron Davis, Precinct 1
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 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 budget 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)
_X_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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.

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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Eleventh Floor
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FAX (512) 854-4626

April 21, 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 a request to provide Resolutions supporting Travis County's applications for participation in TXDoT's Pass-Through Toll Financing Program for a portion of FM 973 in Precinct 1 and portions of FM 1626 and FM 2304 in Precinct 3

Summary and Staff Recommendations:
TNR presented information about TxDot's Pass Through Toll Finance Program at the March 23 and March 30 Voting Sessions (see attached back-up memo). At the March 30 session PBO provided information about the financial implications of participating in TxDot's program. At that time the Court decided to submit two applications; one for a FM973 project and a second for a FM1626/FM2304 project.

The applications must be submitted by May 11, 2010.

Due to the short timeframe for submitting applications the Court approved TNR to use Klotz Associates to complete the application for the FM1626/FM2304 project and LJA Engineering and Surveying, Inc., to complete the application for the FM 973 project. In each case the selected Consultant has specialized knowledge about their respective projects and each has experience completing Pass Through Finance applications. The Consultants have advised TNR that a show of community support for the projects is essential to compete successfully for the limited amount of funds that will be available.

TNR recommends approval of the following Resolutions that have been reviewed by the County Attorney's Office:

1. RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCING TO CONSTRUCT FM 973 AS A BYPASS AROUND THE CITYOF MANOR AND TO EXPAND THE WIDTH OF PORTIONS OF EXISTING FM 973 TO FOUR LANES FROM US 290 TO BRAKER LANE

2. RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCING FOR IMPROVEMENTS TO FM 2304 AND FM 1626

Budgetary and Fiscal Impacts:

The anticipated cost and cash flow for each project is as follows:

Widening FM 1626 from Brodie Lane to FM 2304
Engineering, Permitting, & Environmental Clearance: $2,000,000 needed in October 2010
Right-of-Way: $2,150,000 needed in October 2013
Construction: $7,250,000 needed in October 2015

Widening FM 2304 from FM 1626 to Ravenscroft Drive
Engineering, Permitting, & Environmental Clearance: -0- (to be completed by TxDot staff)
Right-of-Way: -0- (Already acquired by Travis County)
Construction: $7,000,000 needed in October 2015 (Note that the 2304 project could go sooner but TNR recommends jointly constructing the 1626 and 2304 projects to gain economies of scale.

Realigning and widening of FM 973 from Proposed Braker Lane to US 290 east of Manor
Engineering, Permitting, & Environmental Clearance: $2,042,000 needed in October 2010
Right-of-Way: $3,140,000 needed in October 2014
Construction: $46,300,000 needed in October 2016

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.

PBO advised the Court on the implications of participating in TxDot's program at the March 30, 2010 Voting Session.

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 a 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.

The FM 973 project will provide a by-pass around the east side of Manor which is a critical element of a regional plan to install or improve roadway infrastructure ahead of or concurrent with the build-out of several large developments in that area of the County. When completed tens of thousands of vehicle trips will be added to a roadway system that is currently inadequate to safely and effectively accommodate such a large volume increase.

Background:
See Attached March 15, 2010 Memo to Court

Required Authorizations:
Chris Gilmore and Julie Joe- County Attorney's Office

Attachments:

- RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCING TO CONSTRUCT FM 973 AS A BYPASS AROUND THE CITYOF MANOR AND TO EXPAND THE WIDTH OF PORTIONS OF EXISTING FM 973 TO FOUR LANES FROM US 290 TO BRAKER LANE

- RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCING FOR IMPROVEMENTS TO FM 2304 AND FM 1626

- March 15, 2010 Back-Up Memo to Court

CC:
Carlos Lopez, P.E., TxDot Austin District Engineer
Don Nyland, P.E., TxDot Austin District South Area Engineer
Terry McCoy, P.E., TxDot Austin District North Area Engineer
Mike Walker, TxDot Austin District Environmental Section

RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCING TO CONSTRUCT FM 973 AS A BYPASS AROUND THE CITYOF MANOR AND TO EXPAND THE WIDTH OF PORTIONS OF EXISTING FM 973 TO FOUR LANES FROM US 290 TO BRAKER LANE

WHEREAS, Texas Transportation Code Section 222.104(b) authorizes the Texas Department of Transportation ("TxDOT"), 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 pubic or private entity;

WHEREAS, on February 25, 2010, by Minute Order 112156, the Texas Transportation Commission approved a call for submission of projects under the pass-through financing program beginning on March12, 2010 and ending at 3:30 p.m. on May 11, 2010;

WHEREAS, FM 973 is a part of the state highway system;

WHEREAS, FM 973 is increasingly congested and will become even more congested as the population and vehicle traffic from areas in and around the City of Manor and other parts of eastern Travis County continue to grow;

WHEREAS, Travis County recognizes the need for early planning and preparation for the projected significant increases in population and vehicle traffic;

WHEREAS, relocating FM 973 as a bypass around the City of Manor and expanding FM 973 to four lanes from U.S. 290 to Braker Lane (the "Project") would alleviate the congestion, provide access to existing and planned future development both in and around the City of Manor and other parts of eastern Travis County, and facilitate the efficient movement of goods and services in Travis County;

WHEREAS, the Project would accommodate anticipated traffic volumes in the fast growing Desired Development Zone;

WHEREAS, traffic from the Desired Development Zone will cut through the City of Manor if the Project is not constructed;

WHEREAS, the Project is Travis County's highest priority state highway project in the City of Manor area;

WHEREAS, the cities and communities surrounding the existing and proposed FM 973 corridor support the Project; and

WHEREAS, the Travis County Commissioners Court finds that undertaking the Project would facilitate the efficient movement of goods and services in Travis County and would benefit the residents of Travis County;

NOW, THEREFORE, be it resolved by the Travis County Commissioners Court that the Travis County Commissioners Court:

1. fully supports relocating FM 973 as a bypass around the City of Manor and expanding FM 973 to four lanes from U.S. 290 to Braker Lane, and

2. strongly urges TxDOT to include the Project in its pass-through financing program.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2010.

By: _____
Samuel T. Biscoe, County Judge

_____
Ron Davis, Commissioner
Precinct 1

_____
Sarah Eckhardt, Commissioner
Precinct 2

_____
Karen Huber, Commissioner
Precinct 3

_____
Margaret Gómez, Commissioner
Precinct 4

RESOLUTION IN SUPPORT OF TRAVIS COUNTY'S APPLICATION FOR PASS-THROUGH FINANCING FOR IMPROVEMENTS TO FM 2304 AND FM 1626

WHEREAS, Texas Transportation Code Section 222.104(b) authorizes the Texas Department of Transportation ("TxDOT"), 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 pubic or private entity;

WHEREAS, on February 25, 2010, by Minute Order 112156, the Texas Transportation Commission approved a call for submission of projects under the pass-through financing program beginning on March12, 2010 and ending at 3:30 p.m. on May 11, 2010;

WHEREAS, FM 1626 is a roadway on the state highway system that serves regional transportation needs in northern Hays County, one of the fastest growing sectors of the Austin metropolitan area;

WHEREAS, FM 2304 is a roadway on the state highway system, that, along with FM 1626, needs additional capacity improvements to alleviate severe traffic safety and congestion issues because FM 2304 and FM 1626 were not designed to accommodate the large volumes of traffic that now uses these two roadways;

WHEREAS, much of the new traffic generated from growth in the FM 1626 corridor in Hays County is destined for the Austin urban area, and traffic from Hays County uses Brodie Lane and Manchaca Road to access arterials heading into downtown Austin;

WHEREAS, Hays County has entered into an agreement with TxDOT to widen FM 1626 to a four-lane roadway with a continuous two-way left turn lane from FM 967 in Hays County to Brodie Lane in Travis County (the "Hays County Improvements");

WHEREAS, the Hays County Improvements to FM 1626 between FM 2770 and Brodie Lane will exacerbate congestion problems on Brodie Lane, a two-lane county road, and accelerate degradation of the safety of Brodie Lane and the quality of life of the adjoining neighborhoods;

WHEREAS, the Hays County Improvements make it more urgent for improvements to be made within Travis County's portion of FM 1626 from Brodie Lane to Manchaca Road (FM 2304) because the additional capacity created by the Hays County Improvements will increase traffic directly onto Brodie Lane and the existing two-lane FM 2304 (Manchaca Road);

WHEREAS, widening FM 1626 to four lanes with a continuous two-way left turn lane from Brodie Lane to FM 2304 and widening FM 2304 to four lanes with a continuous two-way left turn lane from FM 1626 to Ravenscroft Drive (the "Project") would provide a higher capacity alternate route for traffic heading north into Austin;

WHEREAS, Travis County recognizes the need to prepare for the effect of the Hays County Improvements upon Travis County's roadway system;

WHEREAS, communities desire to reduce the volume of regional traffic using local roads; and,

WHEREAS, the Travis County Commissioners Court finds that undertaking the Project would facilitate the movement of people, goods, and services on the state highway system and would benefit the residents of Travis County;

NOW, THEREFORE, be it resolved by the Travis County Commissioners Court that the Travis County Commissioners Court:

1. fully supports widening FM 1626 to four lanes with a continuous two-way left turn lane from Brodie Lane to FM 2304 and widening FM 2304 to four lanes with a continuous two-way left turn lane from FM 1626 to Ravenscroft Drive, and

2. strongly urges TxDOT to include the Project in its pass-through financing program.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2010.

By: _____
Samuel T. Biscoe, County Judge

_____
Ron Davis, Commissioner
Precinct 1

_____
Sarah Eckhardt, Commissioner
Precinct 2

_____
Karen Huber, Commissioner
Precinct 3

_____
Margaret Gómez, Commissioner
Precinct 4

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. Kotz 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 show 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

18

Travis County Commissioners Court Agenda Request

Voting Session 5/4/10 (Date) Work Session _____ (Date)

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 21 Block J in precinct 2.**

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

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

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

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: April 21, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

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

Summary and Staff Recommendation:
Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 21 Block J $780.00 Permit #10-0700, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

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

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

Exhibits:
Cash Security Agreement
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County TNR Travis County, Texas Attn: Tim Pautsch

DEVELOPER/BUILDER: Harris, Nicol, Straub / Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $780.00

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING: 4-15-10

EXPIRATION DATE: Three Years, or more from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

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

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

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

DEVELOPER/BUILDER COMPANY NAME & ADDRESS

BY: _____

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

PHONE: 512-834-8429 x 108

SIGN ONLY ONE

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

_____
Name Date

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

Cynthia Hicock 4-15-10
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

Highland Homes - Austin
Disbursement Account

Updated 04-29-10 at 3:53pm

Vendor: 50841 Travis County-Transportation

Date: 04/09/2010 Check# 0055606

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	20912HAVA		729-054-1202	20912 Havant Way	780.00	.00	780.00
				Check 0055606 Total	780.00	.00	780.00

RECEIVED
APR 15 2010
TNR

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND AND AUTHORIZES NO ALTERATIONS BY THE HOLDER

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

Bank of America

002210002074

0055606

DATE	AMOUNT
04/09/2010	$780.00

PAY Seven Hundred Eighty and 00/100 Dollars

TO THE ORDER OF

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

50841 H

Rodgin Sanders

THE REVERSE SIDE OF THIS DOCUMENT CONTAINS A BLUE BACKGROUND

⑈0055606⑈ ⑆053107989⑆ 002210002074⑈

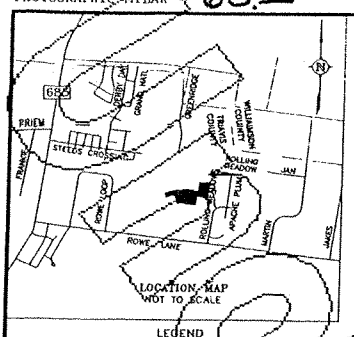
Updated 04-29-10 at 3:53pm

PHOTOGRAPHIC MYLAR $65.00

7-24-2008

200800219

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE II A



LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH CAP SET
- BENCHMARK
- CONCRETE MONUMENT SET
- ROW RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- (A) BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

ACREAGE

BLOCK H	1.315 AC.
BLOCK I	1.581 AC.
BLOCK J	2.073 AC.
BLOCK K	0.439 AC.
BLOCK L	3.479 AC.
BLOCK M	0.221 AC.
BLOCK O	2.007 AC.
RIGHT-OF-WAY	3.022 AC.
TOTAL ACREAGE	14.137 AC.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
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C4	90°00'00"	15.00	23.56	21.21	S37°25'04"E
C5	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C6	90°00'00"	15.00	23.56	21.21	N37°18'56"E
C7	90°00'00"	15.00	23.56	21.21	N52°41'04"W
C8	6°06'19"	775.00	82.58	82.54	N14°37'54"W
C9	25°16'00"	325.00	143.32	142.16	S84°56'56"W
C10	7°02'48"	275.00	33.82	33.80	N75°50'20"E
C11	56°55'34"	10.00	9.94	9.53	S22°10'29"E
C12	50°57'07"	10.00	8.89	8.60	S69°11'16"E
C13	50°59'18"	10.00	8.90	8.61	N59°50'31"E
C14	58°56'21"	10.00	9.94	9.53	N62°49'03"E
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C21	90°00'00"	15.00	23.56	21.21	N59°13'00"W
C22	21°47'56"	155.00	58.97	58.62	N66°40'58"E
C23	21°47'56"	205.00	78.00	77.53	S66°40'58"W
C24	52°01'12"	15.00	13.62	13.16	S56°24'28"E
C25	194°03'24"	50.00	169.33	99.25	N52°34'56"E
C26	52°01'12"	15.00	13.62	13.16	N18°25'40"W
C27	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C28	2°14'26"	775.00	24.42	24.41	N12°26'54"W
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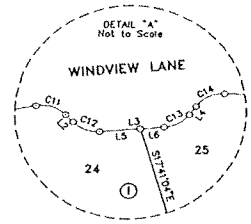


ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT

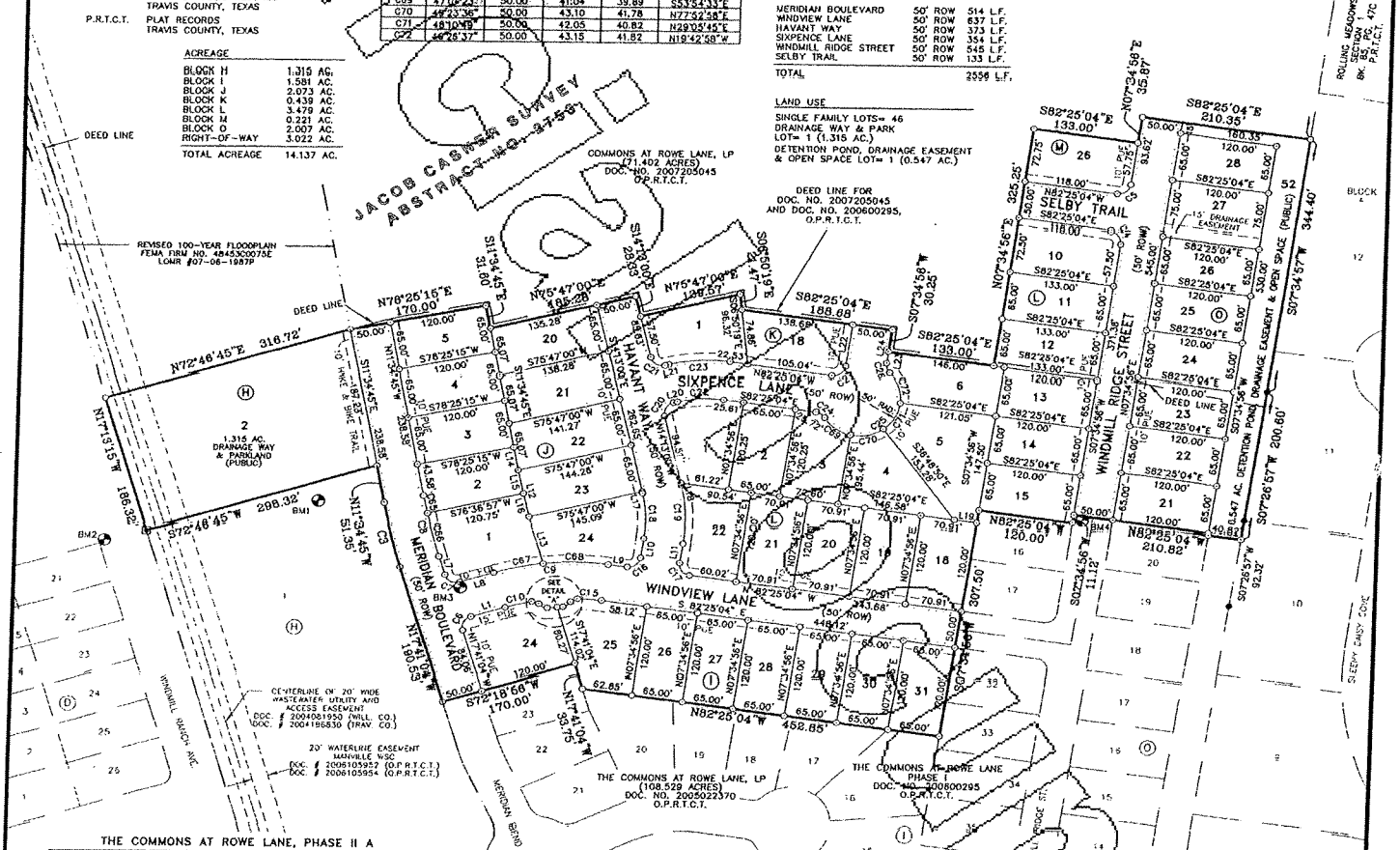
SCALE: 1" = 100'
FEBRUARY, 2008
TRAVIS COUNTY, TEXAS

LINEAR FEET OF NEW STREETS

MERIDIAN BOULEVARD	50' ROW	514 L.F.
WINDVIEW LANE	50' ROW	637 L.F.
HAVANT WAY	50' ROW	373 L.F.
SIXPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	545 L.F.
SELBY TRAIL	50' ROW	133 L.F.
TOTAL		2556 L.F.

LAND USE

SINGLE FAMILY LOTS= 46
DRAINAGE WAY & PARK LOT= 1 (1.315 AC.)
DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT= 1 (0.547 AC.)



THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 14.137 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 7
NUMBER OF LOTS: 48
LINEAR FEET OF NEW STREETS: 2556 L.F.
DATE: FEBRUARY, 2008
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPICEWOOD SPRINGS RD., SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,758.13
EASTING= 3,167,197.61
ELEV.= 687.87

BM#2: 60d NAIL SET IN PAVEMENT APPROX. 7' WEST OF THE NORTHWEST CORNER OF LOT 21, BLOCK D, THE COMMONS AT ROWE LANE PHASE 1, WITH COORDINATES:
NORTHING= 10,152,703.44
EASTING= 3,166,933.22
ELEV.= 688.73

BM#3: 60d SET APPOX. 380' NORTH OF INTERSECTION OF MERIDIAN BLVD. & COMMONS PARKWAY, WITH COORDINATES:
NORTHING= 10,152,641.95
EASTING= 3,167,377.37
ELEV.= 687.11

BM#4: PK NAIL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN. & WINDMILL RIDGE ST. WITH COORDINATES:
NORTHING= 10,152,739.88
EASTING= 3,168,153.24
ELEV.= 695.79

VERTICAL DATUM BASIS:
VERTICAL DATUM BASED ON AUSTIN RRP2 CORS (TXAU), BASTROP CORS ARP (TXBS), AND JOHNSON CITY CORS ARP (TXJC). NAVD 88 AND REFERENCE TO NAD 83.

CUMULATIVE DENSITY CALCULATIONS
TOTAL NUMBER OF RESIDENTIAL UNITS: 48
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC.

DATE	BY	REVISIONS
06-04-08	MW	REVISE FLOOD PLAIN & NOTES PER GJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS

GRAY · JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd./Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

TECH: WOOD	SURV: GRZ
DATE: FEBRUARY, 2008	SCALE: 1" = 100'
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET1.DWG	
PROJECT: COMMONS @ ROWE LANE	
JOB NO: 06-015-11	

SHEET 1 OF 2

Updated 04-29-10 at 3:53pm

19

Travis County Commissioners Court Agenda Request

Voting Session 5/4/10 (Date) Work Session _____ (Date)

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 26 Block M in precinct 2.**

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

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

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

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: April 21, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

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

Summary and Staff Recommendation:
Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 26 Block M $2,391.72 Permit #10-0702, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

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

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

Exhibits:
Cash Security Agreement
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County TNR Travis County, Texas Attn: Tim Pautsch

DEVELOPER/BUILDER: Harris, Nicol, Straub / Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 2391.72

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING: 4-13-10

EXPIRATION DATE: Three Years, or more from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

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

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

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

DEVELOPER/BUILDER

BY: _____

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

PHONE: 512-834-8429 x 108

COMPANY NAME & ADDRESS

Highland Homes, Ltd.
4201 W. Parmer Ln.
Bldg. B, Ste. 180
Austin, Texas 78727

SIGN ONLY ONE

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

_____
Name Date

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

Cynthia Hicock 4-13-10
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

Highland Homes - Austin
Disbursement Account

Updated 04-29-10 at 3:53pm

Vendor: 50841 Travis County-Transportation

Date: 04/09/2010 Check# 0055605

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	21000WIND		729-048-1202	21000 Windmill Ridge	2,391.72	.00	2,391.72
				Check 0055605 Total	2,391.72	.00	2,391.72

RECEIVED
APR 14 2010
TNR

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A PRINTED BORDER AND A WATERMARK ON THE BACK

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

Bank of America

002210002074

0055605

DATE	AMOUNT
04/09/2010	**$2,391.72**

PAY Two Thousand Three Hundred Ninety One and 72/100 Dollars

TO THE ORDER OF

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

50841 H

Rodgen Sanders

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY FEATURE

⑈0055605⑈ ⑆053107989⑆ 002210002074⑈

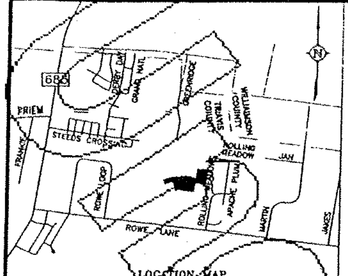
Updated 04-29-10 at 3:53pm

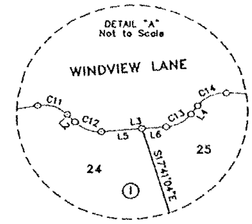
PHOTOGRAPHIC MYLAR $65.00

7-24-2008

200800219

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE II A





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FEBRUARY, 2008
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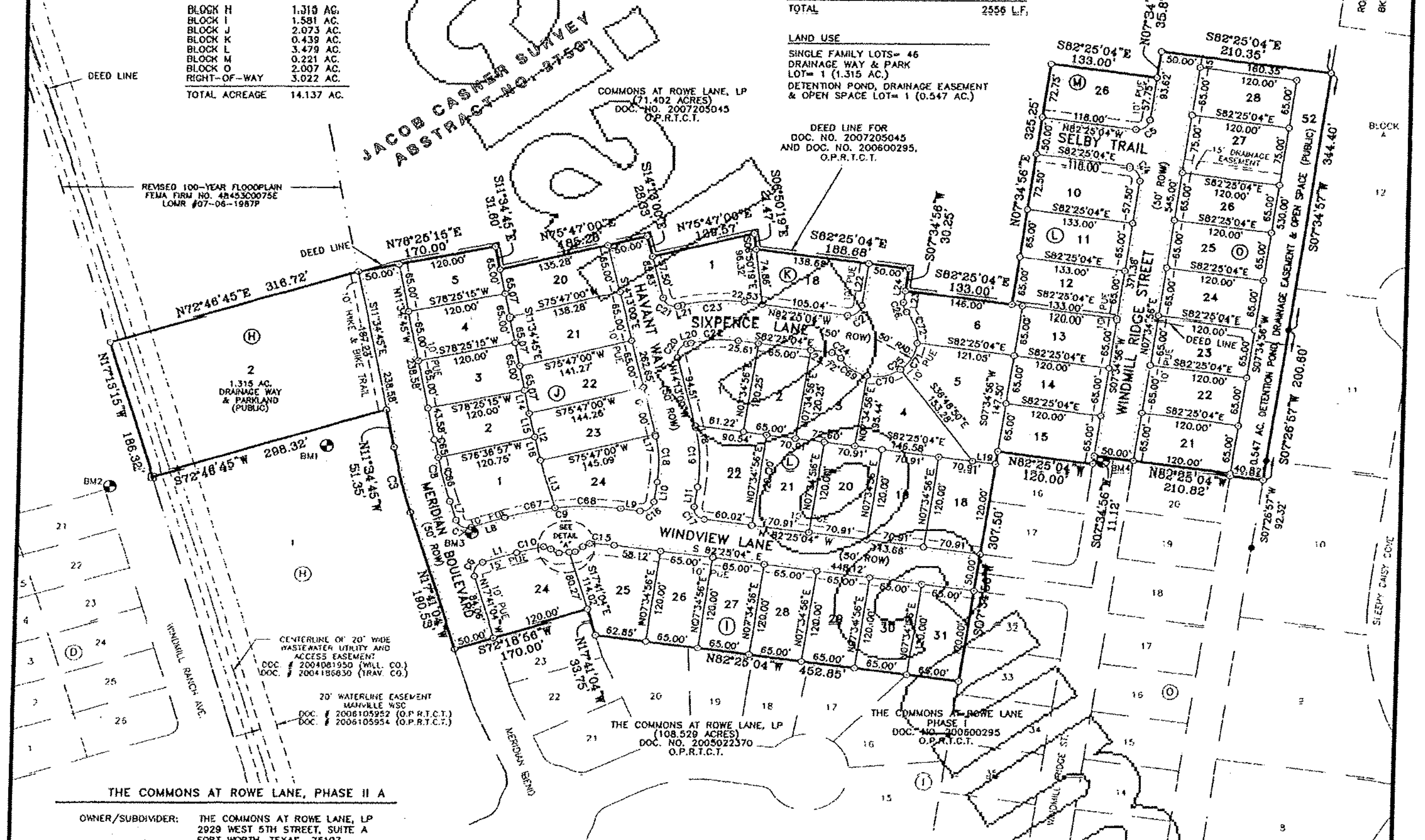
SIXPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	545 L.F.
SELBY TRAIL	50' ROW	133 L.F.
TOTAL		2556 L.F.

LAND USE

SINGLE FAMILY LOTS= 46
DRAINAGE WAY & PARK LOT= 1 (1.315 AC.)
DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT= 1 (0.547 AC.)



THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER:	THE COMMONS AT ROWE LANE, LP 2929 WEST 5TH STREET, SUITE A FORT WORTH, TEXAS 76107 PHONE: (817)332-9600 FAX: (817)332-1400
ACREAGE:	14.137 AC.
SURVEY:	JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS:	7
NUMBER OF LOTS:	48
LINEAR FEET OF NEW STREETS:	2556 L.F.
DATE:	FEBRUARY, 2008
SURVEYOR:	ZAMORA-WARRICK AND ASSOCIATES, L.L.C. 4412 SPICEWOOD SPRINGS RD., SUITE 200 AUSTIN, TEXAS 78759 PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER:	GRAY • JANSING & ASSOCIATES, INC. 8217 SHOAL CREEK BLVD., SUITE 200 AUSTIN, TEXAS 78757-7592 PHONE: (512)452-0371 FAX: (512)454-9933

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,758.13
EASTING= 3,167,197.81
ELEV.= 687.87

BM#2: 60d NAIL SET IN PAVEMENT APPROX. 7' WEST OF THE NORTHWEST CORNER OF LOT 21, BLOCK D, THE COMMONS AT ROWE LANE PHASE 1, WITH COORDINATES:
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ELEV.= 688.73

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NORTHING= 10,152,641.95
EASTING= 3,167,377.37
ELEV.= 687.11

BM#4: PK NAIL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN. & WINDMILL RIDGE ST. WITH COORDINATES:
NORTHING= 10,152,739.86
EASTING= 3,168,153.24
ELEV.= 695.79

VERTICAL DATUM BASIS:
VERTICAL DATUM BASED ON AUSTIN RRP2 CORS (TXAU), BASTROP CORS ARP (TXBS), AND JOHNSON CITY CORS ARP (TXJC), NAVD 88 AND REFERENCE TO NAD 83.

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS: 48
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC.

DATE	BY	REVISIONS
06-04-08	MW	REVISE FLOOD PLAIN & NOTES PER GJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS

GRAY · JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd. Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

TECH: WOOD	SURV: GRZ
DATE: FEBRUARY, 2008	SCALE: 1" = 100'
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET1.DWG	
PROJECT: COMMONS @ ROWE LANE	
JOB NO: 06-015-11	

SHEET 1 OF 2

20

Travis County Commissioners Court Agenda Request

Voting Session 5/4/10 (Date) Work Session _____ (Date)

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 29 Block I in precinct 2.**

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

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

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

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: April 21, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

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

Summary and Staff Recommendation:
Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 29 Block I $780.00 Permit #10-0701, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

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

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

Exhibits:
Cash Security Agreement
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County TNR Travis County, Texas Attn: Tim Pautsch

DEVELOPER/BUILDER: Harris, Nicol, Straub / Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $780.00

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING: 4-13-10

EXPIRATION DATE: Three Years, or more from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

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

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

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

DEVELOPER/BUILDER

BY: _____

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

PHONE: 512-834-8429 x 108

COMPANY NAME & ADDRESS

Highland Homes, Ltd.
4201 W. Parmer Ln.
Bldg. B, Ste. 180
Austin, Texas 78727

SIGN ONLY ONE

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

_____
Name Date

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

Cynthia Hicock 4-13-10
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

Highland Homes - Austin
Disbursement Account

Updated 04-29-10 at 3:53pm

Vendor: 50841 Travis County-Transportation

Date: 04/02/2010 Check# 0055507

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	2613WIND		729-035-1202	2613 Windview Ln.	780.00	.00	780.00
				Check 0055507 Total	780.00	.00	780.00

RECEIVED
APR 14 2010
TNR

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

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

Bank of America

002210002074

0055507

DATE	AMOUNT
04/02/2010	**$780.00**

PAY Seven Hundred Eighty and 00/100 Dollars

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

50841 H

Rodgen Sanders

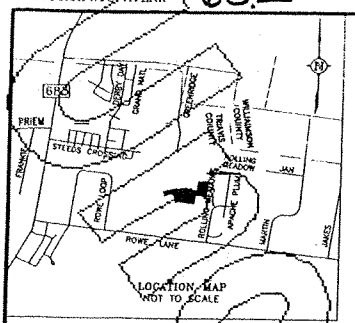
THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY BACKER

⑈0055507⑈ ⑆053107989⑆ 002210002074⑈

Updated 04-29-10 at 3:53pm

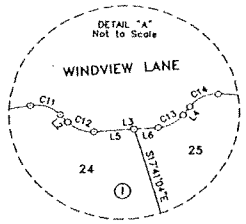
PHOTOGRAPHIC MYLAR $65.00 7-24-2008 200800219

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE II A



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C3	6°06'19"	825.00	87.91	87.88	N14°37'55"W
C4	90°00'00"	15.00	23.56	21.21	S37°25'04"E
C5	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C6	90°00'00"	15.00	23.56	21.21	N27°18'56"E
C7	90°00'00"	15.00	23.56	21.21	N62°41'04"W
C8	6°06'19"	775.00	82.58	82.54	N14°37'54"W
C9	25°16'00"	325.00	143.32	142.16	S84°56'56"W
C10	7°02'48"	275.00	33.82	33.80	N75°50'20"E
C11	56°55'34"	10.00	9.94	9.53	S72°10'29"E
C12	50°57'07"	10.00	8.89	8.60	S69°11'16"E
C13	50°59'18"	10.00	8.90	8.61	N59°50'31"E
C14	56°56'21"	10.00	9.94	9.53	N62°49'03"E
C15	6°17'43"	275.00	30.22	30.20	S85°33'55"E
C16	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C17	90°00'00"	15.00	23.56	21.21	N37°25'04"W
C18	21°42'56"	155.00	58.97	58.62	S03°19'02"E
C19	21°42'56"	205.00	78.00	77.53	N03°19'02"W
C20	90°00'00"	15.00	23.56	21.21	N30°47'00"E
C21	90°00'00"	15.00	23.56	21.21	N59°13'00"W
C22	21°42'56"	155.00	58.97	58.62	N86°40'58"E
C23	21°42'56"	205.00	78.00	77.53	S86°40'58"W
C24	5°01'12"	15.00	13.62	13.16	S56°24'28"E
C25	194°02'26"	50.00	169.33	99.25	N52°34'56"E
C26	52°01'12"	15.00	13.62	13.16	N18°25'40"W
C27	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C28	1°48'06"	775.00	24.42	24.41	N12°28'54"W
C66	4°16'01"	325.00	58.17	58.15	N15°32'03"W
C67	10°58'36"	325.00	62.26	62.17	S77°46'14"W
C68	14°17'24"	325.00	81.06	80.85	N89°33'46"W
C69	47°00'23"	50.00	41.04	39.89	S53°54'33"E
C70	49°23'36"	50.00	43.10	41.78	N77°52'58"E
C71	48°10'49"	50.00	42.05	40.82	N29°05'45"E
C72	49°26'37"	50.00	43.15	41.82	N19°42'58"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N72°18'56"E	43.12
L2	S43°42'42"E	3.34
L3	N85°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N85°20'11"E	12.51
L6	N85°20'11"E	7.27
L7	N17°41'04"W	26.47
L8	S72°18'56"W	43.12
L9	N82°25'04"W	24.46
L10	S07°34'56"W	26.73
L11	N07°34'56"E	26.73
L12	N13°29'12"W	65.01
L13	S17°29'50"E	63.96
L14	S11°34'45"E	31.81
L15	S13°29'12"E	32.40
L16	S13°29'12"E	32.61
L17	S14°13'00"E	2.65
L18	N14°13'00"W	2.31
L19	N82°25'04"W	28.78
L20	N75°47'00"E	5.15
L21	S75°47'00"W	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	16.01
L24	S07°34'56"W	46.27



ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT

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

LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH CAP SET
- BENCHMARK
- ⊠ CONCRETE MONUMENT SET
- ROW RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- Ⓐ BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

ACREAGE	
BLOCK H	1.315 AC.
BLOCK I	1.581 AC.
BLOCK J	2.073 AC.
BLOCK K	0.439 AC.
BLOCK L	3.479 AC.
BLOCK M	0.221 AC.
BLOCK O	2.007 AC.
RIGHT-OF-WAY	3.022 AC.
TOTAL ACREAGE	14.137 AC.

LINEAR FEET OF NEW STREETS		
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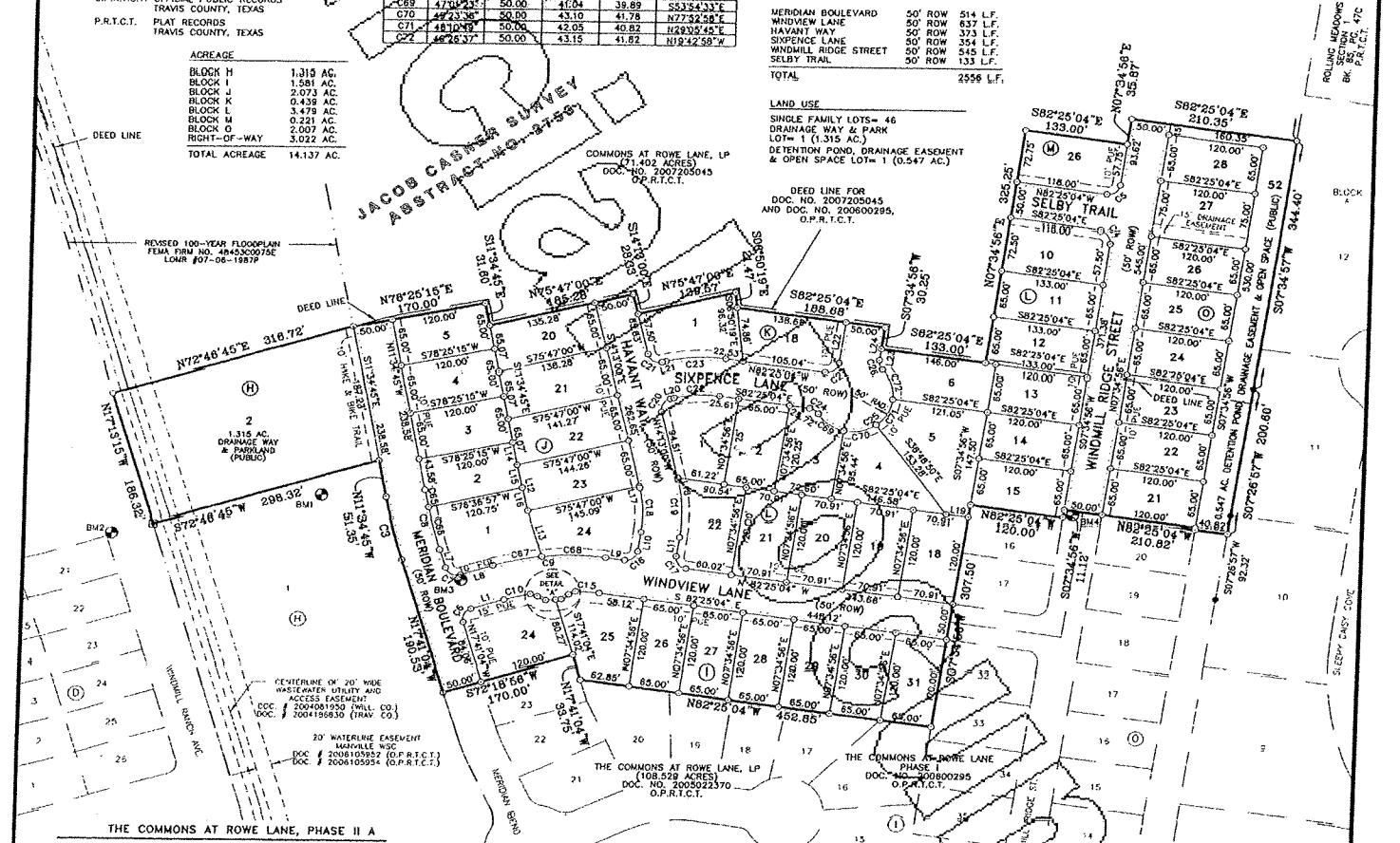

THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 14.137 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 7
NUMBER OF LOTS: 48
LINEAR FEET OF NEW STREETS: 2556 L.F.
DATE: FEBRUARY, 2008
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPICEWOOD SPRINGS RD., SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

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4412 Spicewood Springs Rd. Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

TECH: WOOD	SURV: GRZ
DATE: FEBRUARY, 2008	SCALE: 1" = 100'
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET1.DWG	
PROJECT: COMMONS @ ROWE LANE	
JOB NO: 06-015-11	

SHEET 1 OF 2

Updated 04-29-10 at 3:53pm

21

Travis County Commissioners Court Agenda Request

Voting Session 5/4/10 (Date) Work Session _____ (Date)

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 30 Block I in precinct 2.**

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

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

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

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

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____ 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.

Updated 04-29-10 at 3:53pm

15

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: April 21, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

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

Summary and Staff Recommendation:
Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 30 Block I $780.00 Permit #10-0531, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

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

Exhibits:
Cash Security Agreement
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County TNR Travis County, Texas Attn: Tim Pautsch

DEVELOPER/BUILDER: Harris, Nicol, Straub / Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $780.00

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING: 4-2-2010

EXPIRATION DATE: Three Years, or more from Date of Posting

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

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

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

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

DEVELOPER/BUILDER

BY: Cynthia Hicock

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

PHONE: 512-834-8429 x 108

COMPANY NAME & ADDRESS

Highland Homes, Ltd.
4201 W. Parmer Ln.
Bldg. B, Ste. 180
Austin, Texas 78727

SIGN ONLY ONE

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

Name Date

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

Cynthia Hicock 4-2-2010
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

Highland Homes - Austin
Disbursement Account

Updated 04-29-10 at 3:53pm

Vendor: 50841 Travis County-Transportation

Date: 04/02/2010 Check# 0055508

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	2617WIND		729-036-1202	2617 Windview Ln.	780.00	.00	780.00
				Check 0055508 Total	780.00	.00	780.00

RECEIVED
APR 02 2010
TNR

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

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

Bank of America

002210002074

0055508

DATE	AMOUNT
04/02/2010	**$780.00**

PAY Seven Hundred Eighty and 00/100 Dollars

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

50841 H

Rodgin Sanders

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY PAGE

⑈0055508⑈ ⑆053107989⑆ 002210002074⑈

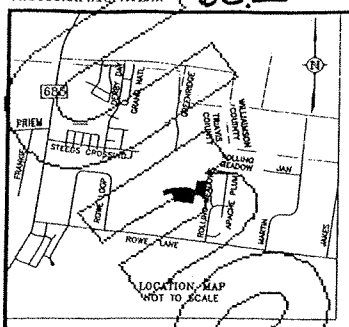
Updated 04-29-10 at 3:53pm

PHOTOGRAPHIC MYLAR $65.00

7-24-2008

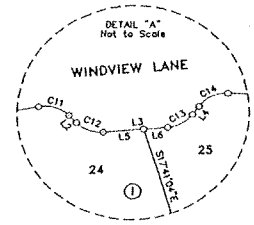
200800219

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE II A



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C3	6°06'19"	825.00	87.91	87.88	N14°37'55"W
C4	90°00'00"	15.00	23.56	21.21	S37°25'04"E
C5	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C6	90°00'00"	15.00	23.56	21.21	N37°25'04"W
C7	90°00'00"	15.00	23.56	21.21	N62°41'04"W
C8	6°06'19"	775.00	82.58	82.54	N14°37'54"W
C9	25°16'00"	325.00	143.32	142.16	S84°58'56"W
C10	7°02'48"	275.00	33.82	33.80	N75°50'20"E
C11	56°55'34"	10.00	9.94	9.53	S72°10'29"E
C12	50°37'07"	10.00	8.89	8.60	S69°11'16"E
C13	50°59'18"	10.00	8.90	8.61	N59°50'31"E
C14	56°56'21"	10.00	9.94	9.53	N62°49'03"E
C15	6°17'43"	275.00	30.22	30.20	S85°33'55"E
C16	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C17	90°00'00"	15.00	23.56	21.21	N37°25'04"W
C18	21°47'56"	155.00	58.97	58.62	S03°19'02"E
C19	21°47'56"	205.00	78.00	77.53	N03°19'02"W
C20	90°00'00"	15.00	23.56	21.21	N30°47'00"E
C21	90°00'00"	15.00	23.56	21.21	N59°13'00"W
C22	21°47'56"	155.00	58.97	58.62	N86°40'58"E
C23	21°47'56"	205.00	78.00	77.53	S86°40'58"W
C24	52°01'12"	15.00	13.62	13.16	S58°24'28"E
C25	194°06'26"	50.00	169.33	99.25	N32°34'56"E
C26	52°01'12"	15.00	13.62	13.16	N18°25'40"W
C27	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C65	1°48'36"	775.00	24.42	24.41	N12°28'54"W
C66	4°18'01"	775.00	58.17	58.15	N15°32'03"W
C67	10°58'36"	325.00	62.26	62.17	S77°48'14"W
C68	14°17'24"	325.00	81.06	80.85	N89°33'46"W
C69	47°04'23"	50.00	41.04	39.89	S53°54'33"E
C70	49°23'36"	50.00	43.10	41.78	N27°52'58"E
C71	48°10'49"	50.00	42.05	40.82	N28°05'45"E
C72	49°28'37"	50.00	43.15	41.82	N19°42'58"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N72°18'56"E	43.12
L2	S43°42'42"E	3.34
L3	N85°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N85°20'11"E	12.51
L6	N85°20'11"E	7.27
L7	N17°41'04"W	28.47
L8	S72°18'56"W	43.12
L9	N82°25'04"W	24.46
L10	S07°34'56"W	26.73
L11	N07°34'56"E	26.73
L12	N13°29'12"W	65.01
L13	S17°29'50"E	63.96
L14	S11°34'45"E	31.81
L15	S13°29'12"E	32.40
L16	S13°29'12"E	32.61
L17	S14°13'00"E	2.65
L18	N14°13'00"W	2.31
L19	N82°25'04"W	28.78
L20	N75°47'00"E	5.15
L21	S75°47'00"W	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	18.01
L24	S07°34'56"W	46.27



ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT

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

LEGEND

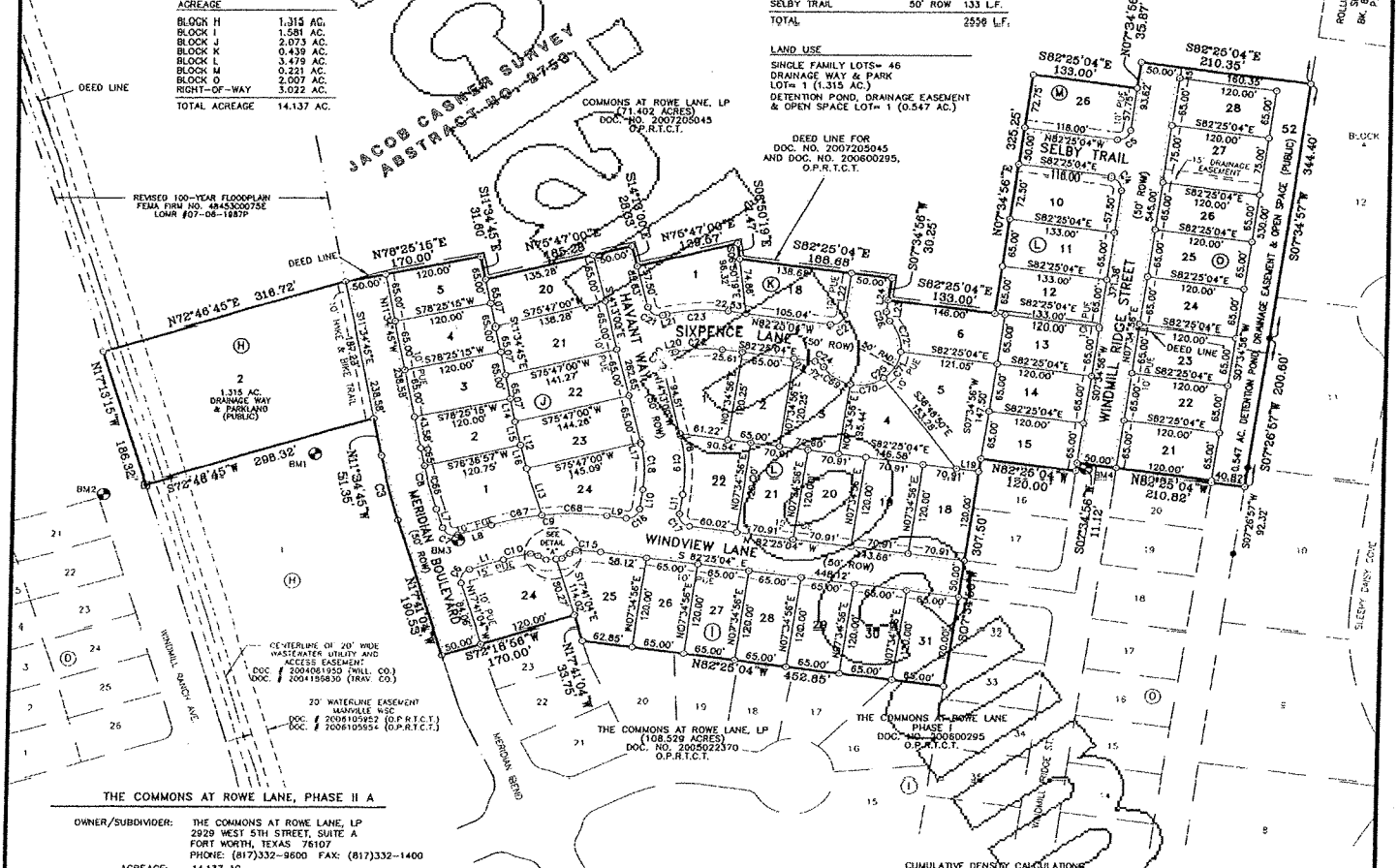
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH CAP SET
- BENCHMARK
- CONCRETE MONUMENT SET
- ROW RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- (A) BLOCK LETTER
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

ACREAGE	
BLOCK H	1.315 AC.
BLOCK I	1.581 AC.
BLOCK J	2.073 AC.
BLOCK K	0.439 AC.
BLOCK L	3.479 AC.
BLOCK M	0.221 AC.
BLOCK O	2.007 AC.
RIGHT-OF-WAY	3.022 AC.
TOTAL ACREAGE	14.137 AC.

LINEAR FEET OF NEW STREETS		
MERIDIAN BOULEVARD	50' ROW	514 L.F.
WINDVIEW LANE	50' ROW	637 L.F.
HAVANT WAY	50' ROW	373 L.F.
SIXPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	545 L.F.
SELBY TRAIL	50' ROW	133 L.F.
TOTAL		2556 L.F.

LAND USE

SINGLE FAMILY LOTS= 46
DRAINAGE WAY & PARK LOT= 1 (1.315 AC.)
DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT= 1 (0.547 AC.)



THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 14.137 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 7
NUMBER OF LOTS: 48
LINEAR FEET OF NEW STREETS: 2556 L.F.
DATE: FEBRUARY, 2008
SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPICEWOOD SPRINGS RD., SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392
ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,758.13
EASTING= 3,167,197.81
ELEV.= 687.87

BM#2: 60d NAIL SET IN PAVEMENT APPROX. 77 WEST OF THE NORTHWEST CORNER OF LOT 21, BLOCK D, THE COMMONS AT ROWE LANE PHASE 1, WITH COORDINATES:
NORTHING= 10,152,703.44
EASTING= 3,168,933.22
ELEV.= 888.73

BM#3: 60d SET APPROX. 380' NORTH OF INTERSECTION OF MERIDIAN BLVD. & COMMONS PARKWAY, WITH COORDINATES:
NORTHING= 10,152,841.95
EASTING= 3,167,377.37
ELEV.= 687.11

BM#4: PK NAIL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN. & WINDMILL RIDGE ST. WITH COORDINATES:
NORTHING= 10,152,739.86
EASTING= 3,168,153.24
ELEV.= 693.78

VERTICAL DATUM BASIS:
VERTICAL DATUM BASED ON AUSTIN RRP2 CORS (TXAU), BASTROP CORS ARP (TX85), AND JOHNSON CITY CORS ARP (TXJC), NAVD 88 AND REFERENCE TO NAD 83.

CUMULATIVE DENSITY CALCULATIONS
TOTAL NUMBER OF RESIDENTIAL UNITS: 48
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC.

DATE	BY	REVISIONS
06-04-08	MW	REVISE FLOOD PLAIN & NOTES PER GJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS

GRAY · JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd./Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

TECH: WOOD	SURV: GRZ
DATE: FEBRUARY, 2008	SCALE: 1" = 100'
DRAWING FILE: 06-015-11 PHASE 2A REV-SHEET1.DWG	
PROJECT: COMMONS @ ROWE LANE	
JOB NO: 06-015-11	

SHEET 1 OF 2

Updated 04-29-10 at 3:53pm

22

Travis County Commissioners Court Agenda Request

Voting Session: 05/11/2010 (Date) Work Session: _____

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

B. Requested Text:
Approve Interlocal with the City of Rollingwood, Texas, for purposes of roadway, right-of-way and sign maintenance within the jurisdiction of the City of Rollingwood, Texas..

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

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

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

Don Ward	- 854-9383	Julie Joe	-854-9415
Howard Herrin	- 854-9383		
Gayla Dembkowski	-854-9383		
John Hille	-854-9415		
Christopher Gilmore	-854-9415		
Scott Lambert	-854-9383		
David Greear	-854-9383		
Donna Williams-Jones	-854-9383		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Policy and Procedure

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

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

April 19, 2010

MEMORANDUM

TO: Members of the Commissioners' Court
Planning & Budget Office

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Donald W. Ward, P.E., Director Road Maintenance & Fleet Services

SUBJECT: Approve Interlocal with the City of Rollingwood, Texas, for purposes of roadway, right-of-way and sign maintenance within the jurisdiction of the City of Rollingwood.

Proposed Motion:

Approve Interlocal with the City of Rollingwood, Texas, for purposes of roadway, right-of-way and sign maintenance within the jurisdiction of the City of Rollingwood.

Summary and Recommendation:

Travis County has been requested to provide roadway, right-of-way and sign maintenance within the jurisdiction of the City of Rollingwood, Texas. The City of Rollingwood will fund all costs plus ten percent (10%) associated with any type of work provided by TNR Road Maintenance or TNR's contractor.

Budgetary and Fiscal Impact:

None

Issues and Opportunities:

None

Background:

None

Required Authorization:

cc: Julie Joe, County Attorney
Donna Williams-Jones, TNR
Lee Perry, Purchasing
Howard Herrin, TNR
David Greear, TNR
John Hille, County Attorney

INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF ROLLINGWOOD FOR STREET MAINTENANCE

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement made and entered into by the City of Rollingwood, an incorporated City of the State of Texas, hereinafter referred to as the "City," and Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County," each acting by and through its duly elected officials (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires to obtain, and the County is capable of providing improvement, maintenance, and repair services for City streets, including street overlays, roadway striping, and street signage;

WHEREAS, the City and Travis County have determined that it would be in the best interest of the citizens of the City and the County for the County to perform the improvements on behalf of the City;

WHEREAS, pursuant to Texas Transportation Code Section 251.012, a county may expend county funds for the construction, improvement, maintenance, and repair of municipal streets located in the county; and

WHEREAS, Travis County and the City intend to conform to this Agreement in all respects with Texas Government Code Chapter 791, more commonly known as "The Interlocal Cooperation Act;"

NOW, THEREFORE, it is mutually agreed as follows:

I

TERM OF AGREEMENT

The term of this Agreement shall commence on the date when the authorized signers for Travis County and the City have both signed the Agreement. The Agreement shall continue in full force and effect until the _____ day of _____, 2010, unless earlier terminated by thirty (30) days' written notice from either party to the other. The Agreement shall be automatically renewed for successive one year terms until either party terminates same by thirty (30) days' written notice to the other at any time.

II

AREA OF RESPONSIBILITY

This Agreement shall govern the repair and maintenance of roadways as selected by the City or portions thereof located within the City to be included in Travis County's annual Hot Mix Asphalt Concrete ("HMAC") Program as well as routine street maintenance, street sign replacement, roadway striping, and other roadway/pavement repair as requested by the City. The City has the duty and authority to maintain and repair the streets or roadways. This Agreement does not govern the construction of new streets or roads.

III

CITY REPRESENTATIVES

The Mayor is hereby designated as the Agent of the City for the performance of services pursuant to this Agreement. The City authorizes the designated City Agents to request performance of service as set forth in this Agreement, and any such request shall bind the City as fully as if such request or agreement had been made by specific action of a majority of the Board of Aldermen of the City.

IV

TRAVIS COUNTY REPRESENTATIVE

The Executive Manager of the Travis County Transportation and Natural Resources Department ("TNR") is hereby designated as the Agent of Travis County for the performance of services pursuant to this Agreement.

V

REQUEST FOR SERVICE

The City's Agent may submit an oral or written request to the TNR Road Maintenance

Manager to perform repair or maintenance services on any City street or streets or portions thereof. For each request, the City's Agent shall specify in detail the nature of the service requested, the extent of the service requested, the selected City street or streets or portions thereof upon which the service is to be performed, and the time within which City desires the service requested to be commenced and to be completed.

VI

AGREEMENT TO PERFORM SERVICE

Upon receipt of a request for service in conformance with Paragraph V hereof, the TNR Road Maintenance Manager shall promptly acknowledge receipt of the request. If the Travis County Commissioners Court authorizes the performance of the requested service, the TNR Road Maintenance Manager shall cause to be prepared a written work order setting forth in detail (1) the nature of the service requested, (2) the extent of the service requested, (3) the City street or streets or portions thereof upon which the service is to be performed, and (4) the time within which the services are to be commenced and to be completed. Travis County shall not be obligated to perform any service under this Agreement unless and until the written work order or schedule described in this paragraph has been signed by the City's Agent and returned to the TNR Road Maintenance Manager. The terms of a written work order or schedule signed by the City's Agent shall control over any oral or prior written request for service.

VII

PERFORMANCE OF SERVICE

Upon receipt of a signed work order from the City by Travis County's Agent, as described in Paragraph VI hereof, TNR shall perform the work or solicit bids for the service set forth in such work order or schedule. Such service shall be performed to the same standard and using the same quality of materials as for Travis County roads of similar size, use, and construction. Except when otherwise provided herein, Travis County may furnish all personnel, equipment, and materials necessary, or award a construction contract to a private contractor pursuant to Travis County bidding requirements to perform the services set forth in each work order.

VIII

CLOSING STREETS

Should it become necessary, in the sole discretion of the TNR Road Maintenance

Manager, to deny public access to any City street or streets or portions thereof during the performance of any service requested pursuant to this Agreement, the TNR Road Maintenance Manager shall so notify the City's Agent in writing. Such written notification may be contained in the written work order or schedule or may be by separate writing and may be submitted at any time during the performance of any services requested hereunder. Upon receipt of such written notice, the City Board of Aldermen shall promptly act to close the said City street or streets or portions thereof. Travis County shall have no further obligation for the performance of any services hereunder unless and until said City street or streets or portions thereof are closed to the public. In the event any such closure results in the denial of public access by any third party to private property, the City, at its sole cost and expense, shall provide such alternative public access as may be required by law. Travis County shall have no obligation to provide alternative public access in the event of any such closure.

IX

NO WARRANTIES

Travis County agrees to use reasonable efforts to perform services pursuant to this Agreement so as to deliver improvements to the City at the same standard of quality which Travis County would provide for its own roads. HOWEVER, NEITHER THE AGREEMENT TO PERFORM NOR THE PERFORMANCE OF ANY SERVICE PURSUANT TO THIS AGREEMENT OR ANY WRITTEN WORK ORDER PROVIDED FOR IN THIS AGREEMENT SHALL CREATE OR CONSTITUTE ANY WARRANTY THAT SUCH WORK IS PERFORMED IN A GOOD AND WORKMANLIKE MANNER, THAT SUCH WORK IS FIT FOR ITS INTENDED PURPOSE, OR ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Notwithstanding the foregoing, all warranties, express and implied, including but not limited to warranties that work is performed in a good and workmanlike manner and that such work is fit for all its intended purpose which are given by any third-party contractor to the County regarding work performed pursuant to this Agreement shall survive, and the County hereby assigns to the City, without warranty, the County's rights under any express or implied warranty given by a third-party contractor to the County regarding work performed for the City pursuant to this Agreement. County further agrees to cooperate with the City, at the City's expense, in enforcing any warranty or seeking recovery for breach thereof given by a third-Party contractor to County regarding work performed for the City pursuant to this

Agreement.

X

PAYMENT

A. For the services herein agreed to be performed, the City shall pay the County either (1) the contract award price plus 10% of the contract award price as an administrative charge or (2) the actual cost to the County for all personnel employed in the performance of the maintenance or repair and all materials incorporated into the maintenance or repair plus 10% of the actual cost as an administrative charge. Should County employees perform the work, the actual cost of personnel for each County employee performing services under this Agreement shall be the actual hourly wage paid by the County to each employee plus all "fringe benefits" ordinarily paid by the County to such person at the time the work is performed, including but not limited to insurance and retirement, on the day of performance, multiplied by the number of hours elapsing from the time a County employee is dispatched to the job site hereunder until his return to his customary job station or other work site, provided, however, that any fractional portion of an hour during the time elapsed shall be counted as a full hour for purposes of calculating the time elapsed and provided further that in no event shall the calculation of time elapsed include any period of time during which or for which Travis County is not obligated to pay the employee.

B. The actual cost of materials shall be the price per unit of materials set forth in the most recent contract of Travis County TNR for the acquisition of such materials, multiplied by the total units of materials or measurable fractional portions thereof actually incorporated into or expanded during the performance of services pursuant to this Agreement.

C. The hourly rates for operation of equipment is set forth on Exhibit A, attached hereto and incorporated by reference. The City shall pay the County at the hourly rates for each hour of operation of the equipment shown in Exhibit A in the performance of Services pursuant to this Agreement; provided, however, that any fractional portion of an hour of operation shall be treated as a full hour for purposes of calculating the charge for equipment. County reserves the right to update the prices and equipment listed in Exhibit A. Any equipment not specifically listed in Exhibit A, the use of which becomes necessary in the performance of Services hereunder, shall be furnished by the County at no cost to the City, provided that County TNR possesses such equipment in its inventory on the effective date of this Agreement. All other equipment, the use of which becomes necessary in the performance of Services hereunder, shall be furnished by the City at no cost to the

County.

D. Upon the completion of the service detailed in each contract or work order, Travis County will send to the City a statement showing the amount of compensation due it for service performance pursuant to such work order. The amount of compensation on each statement shall be due in full within ten (10) days after the date of the statement. The City shall pay for services with current revenues available to the City. Payments not timely made shall include an interest charge for every month past due.

XI

CLAIMS

Travis County and the City shall not be liable or responsible for any claims or damages of any kind for injury to or death of any person or persons, or for damage to or loss of property arising out of or attributed directly or indirectly to operations or performance of any service provided by the other. The foregoing sentence shall not serve as a release of liability of the County or a relinquishment of any right of the City arising out of (i) the assignment of the County to the City of any third-party warranty or (ii) the County's agreement provided in Section IX to assign third party warranty and to cooperate with the City, at the City's expense, in enforcing any warranty or seeking any recovery for breach thereof.

XII

FORCE MAJEURE

In the event that the performance by either Travis County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

XIII

CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV

ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF TRAVIS COUNTY OR THE CITY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

XV

NON-ASSIGNMENT OF RIGHTS

No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by either Travis County or the City without the prior written consent of the other.

XVI

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors, successors in office, and assigns of the respective parties hereto.

XVII

NOTICE

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 when mailed to the proper party, at the following addresses:

CITY: City of Rollingwood
403 Nixon Drive
Rollingwood, Texas 78746-5512

COUNTY: Mr. Joe Gieselman (or his successor)
Executive Manager
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

With copy to: Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. 163.2499

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

XVIII

COMPUTATION OF TIME

When any period of time is referred to in this Agreement or in any work order or schedule prepared and executed hereunder, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a day made a legal holiday by the County or the City, such days shall be omitted from the computation.

XIX

HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

XX

NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall be deemed to include the others.

XXI
MEDIATION

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

DATED THIS _____ day of _____, 2010.

By: _____

Samuel T. Biscoe, Travis County Judge

THE CITY OF ROLLINGWOOD

By: _____

Dale Dingley, Mayor

Attest:

_____

Robyn Ryan, City Secretary

Updated 04-29-10 at 3:53pm

23

Travis County Commissioners Court Agenda Request

Voting Session: 05/11/2010 (Date)

Work Session: _____

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

B. Requested Text:
Approve Interlocal with the City of Bee Cave, Texas, for purposes of providing (1) improvement, maintenance, and repair services for City streets, including street overlays, roadway striping, and street signage within the jurisdiction of the City of Bee Cave.; (2) fuel for City-owned vehicles; and (3) maintenance and repair services for City-owned vehicles, roadway, right-of-way and sign maintenance.

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

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

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

Don Ward DW	- 854-9383	Mike Joyce	-854-9383
Howard Herrin	- 854-9383		
Gayla Dembkowski	-854-9383		
John Hille	-854-9415		
Julie Joe	-854-9415		
Scott Lambert	-854-9383		
David Greear	-854-9383		
Donna Williams-Jones	-854-9383		

III. Required Authorizations: Please check if applicable:

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

Human Resources Management Department (854-9165)
- ☐ A change in your department's personnel (reclassifications, etc.)

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

County Attorney's Office (854-9415)
- ☐ Contract, Agreement, Policy and Procedure

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

Updated 04-29-10 at 3:53pm

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

April 19, 2010

MEMORANDUM

TO: Members of the Commissioners' Court
Planning & Budget Office

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Donald W. Ward, P.E., Director Road Maintenance & Fleet Services

SUBJECT: Approve Interlocal with the City of Bee Cave, Texas, for purposes of providing (1) improvement, maintenance, and repair services for City streets, including street overlays, roadway striping, and street signage within the jurisdiction of the City of Bee Cave.; (2) fuel for City-owned vehicles; and (3) maintenance and repair services for City-owned vehicles, roadway, right-of-way and sign maintenance.

Proposed Motion:

Approve Interlocal with the City of Bee Cave, Texas, for purposes of providing (1) improvement, maintenance, and repair services for City streets, including street overlays, roadway striping, and street signage within the jurisdiction of the City of Bee Cave.; (2) fuel for City-owned vehicles; and (3) maintenance and repair services for City-owned vehicles, roadway, right-of-way and sign maintenance.

Summary and Recommendation:

Travis County has been requested to provide roadway, right-of-way and sign maintenance within the jurisdiction of the City of Bee Cave, Texas. The City of Bee Cave will fund all costs plus ten percent (10%) associated with any type of work provided by TNR Road Maintenance & Fleet Services or TNR's contractor.

Budgetary and Fiscal Impact:

None

Issues and Opportunities:

None

Background:

None

Required Authorization:

cc: Julie Joe, County Attorney
Donna Williams-Jones, TNR
Lee Perry, Purchasing
Howard Herrin, TNR
David Greear, TNR
Mike Joyce, TNR
John Hille, County Attorney

INTERLOCAL AGREEMENT WITH CITY OF BEE CAVE FOR ROAD AND FLEET MAINTENANCE AND FOR PROVISION OF PETROCHEMICAL SUPPLIES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by the City of Bee Cave, a municipal corporation with its offices located at 4000 Galleria Parkway, Bee Cave, Texas 78738, hereinafter referred to as the "City", and Travis County, Texas, a political subdivision of the State of Texas having a mailing address of P.O. Box 1748, Austin, Texas 78767, hereinafter referred to as the "County", each acting by and through its duly elected officials (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires to obtain, and the County is capable of providing (1) improvement, maintenance, and repair services for City streets, including street overlays, roadway striping, and street signage; (2) fuel for City-owned vehicles; and (3) maintenance and repair services for City-owned vehicles, collectively (the "Services");

WHEREAS, the City and the County have determined that it would be in the best interest of the citizens of the City and the County for the County to perform the Services on behalf of the City;

WHEREAS, pursuant to Texas Transportation Code Section 251.012, a county may expend county funds for the construction, improvement, maintenance, and repair of municipal streets located in the county; and

WHEREAS, the City and the County intend to conform this Agreement in all respects to TEX. GOV'T CODE §791.001 et. seq., as amended, more commonly known as the Interlocal Cooperation Act;

NOW, THEREFORE, it is mutually agreed as follows:

I.
TERM OF AGREEMENT

The term of this Agreement shall commence on the date of approval of this Agreement by the County and the City, whichever is later, and shall continue in full force and effect until the 30th day of September, 20___, unless earlier terminated by thirty (30) days written notice from either party to the other; provided that each September 30th this Agreement will be automatically renewed for successive one year terms until either party terminates same by thirty (30) days written notice to the other at any time.

II.
SERVICES TO BE PERFORMED

A. This Agreement shall govern (1) the improvement, repair, and maintenance by the County of any and all City streets or portions thereof located within the corporate limits of the City, including street overlays, roadway striping, and street signage; (2) the maintenance and repair of City-owned vehicles; and (3) the provision of gasoline and diesel fuel for City-owned vehicles. The City presently has the duty and authority to maintain and repair the Streets. This Agreement shall not govern the construction of new streets or roads. Except for requests for the provision of gasoline and diesel fuel, all requests for Services must be made in accordance with Paragraphs V and VI hereof.

B. Improvement, Maintenance, and Repair of Streets. The City's Representative may submit a request to the County's Agent's designee, specifically, the TNR Road Maintenance Manager, for the County to perform repair or maintenance services on any City street or streets or portions thereof.

1. Road and Street Signs. The County agrees to supply the City with road and street signs, along with the posts and hardware for such signs.

2. Center Striping. The County agrees to perform center-striping services on roads, as requested by the City.

C. Maintenance and Repair of Vehicles. The City may deliver City-owned vehicles to the County for maintenance and repair services. The maintenance and repair of privately owned vehicles is expressly prohibited. The City may submit a request to the County's Agent's designee, specifically, the TNR Fleet Manager, for the County to perform the following:

1. Schedule and perform routine maintenance and periodic repairs of City-owned vehicles.

2. Maintain records of fleet maintenance by vehicle and piece of equipment.

3. Provide estimate of cost of parts, labor, and time required for vehicle maintenance to the City for approval prior to commencing work.

4. Order and purchase parts and supplies for vehicle maintenance.

5. Invoice the City for maintenance and repairs completed.

D. Gasoline and Diesel Fuel. The County will furnish unleaded gasoline and diesel fuel for use in City-owned vehicles at dispensing facilities located at TNR Satellite locations. The fueling of privately-owned vehicles is expressly prohibited. The County will be responsible for:

1. Purchasing gasoline and fuel in accordance with county purchasing laws.

2. Providing gasoline and fuel storage facilities.

3. Providing fuel cards and dispensing facilities at TNR Satellite locations. The City shall reimburse County for the cost of making the fuel cards.

4. Billing the City for the actual cost of gasoline and fuel used, plus federal and state taxes plus 10% of the actual cost of gasoline and fuel used as an administrative charge.

III.
CITY REPRESENTATIVE

The Council of the City hereby designates the City Administrator hereinafter called "City's Representative" to serve as the representative for the City. The designated City's Representative shall be authorized to request performance of services as set forth in this Agreement.

IV.
COUNTY REPRESENTATIVE

The Travis County Executive Manager of the Transportation and Natural Resources Department ("TNR"), hereinafter called "County's Agent," is hereby designated as the agent of the County for the performance of services pursuant to this Agreement. An agreement by the County's Agent or his designee to perform a service authorized by this Agreement shall be as binding on the County as if said agreement had been authorized by a majority of the Commissioners Court of the County.

V.
REQUESTS FOR SERVICE

The City may submit a request orally or in writing to the County's Agent's designee for performance of any of the Services covered by this Agreement. For the purposes of this Agreement, the TNR Road Maintenance Manager is the designee of County's Agent for improvement, maintenance, and repair services for City streets, and the TNR Fleet Manager is the designee of the County's Agent for maintenance and repair services for City-owned vehicles. For each such request, the City's Representative shall specify in detail: (1) the nature of the service requested; (2) the extent of the service requested; (3) the time within which the City desires the service requested to be commenced and to be completed; (4) if the request is for the improvement, maintenance, or repair of a City street, the street(s) or portions thereof upon which the service is to be performed; and (5) the projected cost of such service.

VI.
AGREEMENT TO PERFORM SERVICE

Upon receipt of a request for service in conformance with Paragraph V hereof, the County's

Agent or his designee shall promptly inform the City's Representative whether the County will perform the requested service. If the specified designee of the County's Agent authorizes the performance of the requested service, he shall cause to be prepared a written work order setting forth in detail: (1) the nature of the service requested; (2) the extent of the service requested; (3) the time within which the requested service will be commenced and completed; and (4) if the request is for the improvement, maintenance, or repair of a City street, (a) the street(s) or portions thereof upon which the service is to be performed, and (b) if the request is for non-emergency work on a City street, the estimated cost for performing such work. The County shall not be obligated to perform any service under this Agreement unless and until the City's Representative has signed the written work order described in this paragraph and submitted the signed work order to the specified designee for the County's Agent. The terms of a written work order signed by the City's Representative shall control over any oral or prior written request for service.

VII.
PERFORMANCE OF SERVICE

Upon receipt of a signed work order prepared by the specified designee of the County's Agent, as described in Paragraph VI hereof, TNR shall perform the service, or solicit bids for the service set forth in such work order. Such service shall be performed to the same standard and using the same quality of materials as for Travis County roads and vehicles of similar size, use, and construction. Except when otherwise provided herein, County may furnish all personnel, equipment, and materials necessary, or award a construction contract to a private contractor pursuant to County bidding requirements to perform the services set forth in each work order.

VIII.
CLOSING STREETS

Should it become necessary, in the sole discretion of Travis County's Agent or his designee, to deny public access to any City street or streets or portions thereof during the performance of any service requested pursuant to this Agreement, County's Agent or his designee, shall so notify the designated City's Representative in writing. Such written notification may be contained in the written work order or may be by separate writing and may be submitted at any time during the performance of any Services requested hereunder. Upon receipt of such written notice, the Council of the City shall promptly act to close the said City street or streets or portions thereof. The County shall have no further obligation for the performance of any Services hereunder unless and until said City street or streets or portions thereof are closed to the public. In the event any such closure results in the denial of public access by any third party to private property, the City, at its sole cost and expense, shall provide such alternative public access as may be required by law. The County shall have no obligation to provide alternative public access in the event of any such closure.

IX.
NO WARRANTIES

The County agrees to use reasonable efforts to perform Services pursuant to this Agreement so as to deliver improvements to City at the same standard of quality which County would provide for its own roads. In the event that such Services are not performed at the same standard of quality

which County would provide for its own roads, County shall be required to use all reasonable efforts to fix or repair or otherwise remediate such deficient Services to bring such Services up to the same standard of quality which County would provide for its own roads. HOWEVER, NEITHER THE AGREEMENT TO PERFORM NOR THE PERFORMANCE OF ANY SERVICE PURSUANT TO THIS AGREEMENT OR ANY WRITTEN WORK ORDER PROVIDED FOR IN THIS AGREEMENT SHALL CREATE OR CONSTITUTE ANY WARRANTY THAT SUCH WORK IS PERFORMED IN A GOOD AND WORKMANLIKE MANNER, THAT SUCH WORK IS FIT FOR ITS INTENDED PURPOSE, OR ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

X.
PAYMENT

A. The City shall pay the County the actual cost of all gasoline and fuel obtained from a County dispensing facility plus federal and state taxes plus 10% of the actual cost of the gasoline and fuel as an administrative charge. For all other Services herein agreed to be performed, the City shall pay the County either (1) the contract award price plus 10% of the contract award price as an administrative charge or (2) the actual cost to the County for all personnel employed in the performance of the maintenance or repair and all materials incorporated into the maintenance or repair plus 10% of the actual cost as an administrative charge. Should County employees perform the work, the actual cost of personnel for each County employee performing Services under this Agreement shall be the actual hourly wage paid by the County to each employee plus all "fringe benefits" ordinarily paid by the County to such person at the time the work is performed, including but not limited to insurance and retirement, on the day of performance, multiplied by the number of hours elapsing from the time a County employee is dispatched to the job site hereunder until his return to his customary job station or other work site, provided, however, that any fractional portion of an hour during the time elapsed shall be counted as a full hour for purposes of calculating the time elapsed and provided further that in no event shall the calculation of time elapsed include any period of time during which or for which Travis County is not obligated to pay the employee. The City shall be under no obligation to pay the County for non-emergency work on any City street unless the County informs the City of the estimated cost of such work prior to the initiation of such work. Furthermore, the County must also get written consent from the City for the performance of such work if the estimated cost of such work is in excess of $100.00. In the event that the County fails to obtain the written consent of the City for non emergency work in excess of $100.00, the City shall only be required to pay County for such service up to the consent threshold amount of $100.00.

B. The actual cost of materials shall be the price per unit of materials set forth in the most recent contract of Travis County TNR for the acquisition of such materials, multiplied by the total units of materials or measurable fractional portions thereof actually incorporated into or expanded during the performance of Services pursuant to this Agreement.

C. The hourly rates for operation of equipment is set forth on Exhibit A, attached hereto and incorporated by reference. The City shall pay the County at the hourly rates for each hour of operation of the equipment shown in Exhibit A in the performance of Services pursuant to this Agreement; provided, however, that any fractional portion of an hour of operation shall be treated as

a full hour for purposes of calculating the charge for equipment. County reserves the right to update the prices and equipment listed in Exhibit A. Any equipment not specifically listed in Exhibit A, the use of which becomes necessary in the performance of Services hereunder, shall be furnished by the County at no cost to the City, provided that County TNR possesses such equipment in its inventory on the effective date of this Agreement. All other equipment, the use of which becomes necessary in the performance of Services hereunder, shall be furnished by the City at no cost to the County.

D. Upon the completion of the service detailed in each work order, the County will send to the City a statement showing the amount of compensation due it for service performance pursuant to such work order. The County shall also send to the City a statement showing the amount of all gasoline and fuel obtained from the County as well as the cost of making any fuel cards. The amount invoiced on each statement shall be due in full within ten (10) days after the date of the statement. The City shall make payments from current revenues available to City. Payments not timely made shall include an interest charge for every month past due.

XI.
LIABILITY OF PARTIES

Travis County and the City shall not be liable or responsible for any claims or damages of any kind for injury to or death of any person or persons, nor for damage to or loss of property arising out of or attributed directly or indirectly to operations or performance of any service provided by the other.

XII.
FORCE MAJEURE

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

XIII.
VENUE AND CHOICE OF LAW

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral

representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

XV.
NON-ASSIGNMENT OF RIGHTS

No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the City or County without the prior mutual and written consent of the County and the City.

XVI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors, successors in office, and assigns of the respective parties hereto.

XVII.
NOTICE

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 when mailed to the proper party, at the following addresses:

CITY:

Mayor Caroline Murphy (or her successor in office)
4000 Galleria Parkway
Bee Cave, Texas 78738

With copy to:

Frank Salvato (or his successor)
City Administrator
4000 Galleria Parkway
Bee Cave, Texas 78738

Patty Akers
City Attorney
6618 Sitio Del Rio Blvd, Suite 102
Austin, Texas 78730

COUNTY:

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

with copy to:

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163._____

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

XVIII.
COMPUTATION OF TIME

When any period of time is referred to in this Agreement or in any work order prepared and executed hereunder, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a day made a legal holiday by the County or the City such day shall be omitted from the computation.

XIX.
HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provisions and are not to be used in construing this Agreement.

XX.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall be deemed to include the others.

XXI.

MEDIATION

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

XXII.
NO RIGHTS OF THIRD PARTIES

Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

XXIII.
SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, the parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

TRAVIS COUNTY, TEXAS

By:_____
Samuel T. Biscoe
Travis County Judge

Date of Approval by Travis County Commissioners Court: _____

CITY OF BEE CAVE

By: Caroline Murphy
Caroline Murphy
Mayor

Date of Approval by Bee Cave City Council: March 23, 2010

Attest:

Kaylynn Holloway, City Secretary

Approved as to Form:

Patty L. Akers, City Attorney

EXHIBIT A

PRICING

Transportation and Natural Resources
FY2009 Fee Schedule
Last Updated 2/10/09

DESCRIPTION	FEE CHARGE
SOLID WASTE TRANSFER STATION (rates are per cubic yard)	
Computable	$4
Compacted	$8
Open Top	$9
TOWN HALL RENTAL	
Social Events	$100 per event
Business Meetings	$35 per meeting
DRIVEWAY CULVERT INSTALLATION	
Engineer's Estimate - At Cost	At Cost
MAILBOX STANDS	
Mailbox Stand	$7 per stand
WATER	
Standpipe	$0.25 per 100 gallons
EQUIPMENT (rates are per hour)	
Asphalt Distributor 1750 Gallon	$24
Backhoe	$32
Brush Chipper (Gas) 161 H.P. 8 Inch	$16
Chip Spreader	$55
Compaction - Rollers 15-25 Tons	$46
Compaction Rollers 6-9 Tons	$24
Compaction Rollers 9-12 Tons	$29
Crawler Excavator Track Backhoe	$32
Dozer to 100 H.P.	$38
Dozer to 105-130 H.P.	$56
Dozer to 135-200 H.P.	$89
Excavators (Gradall)	$55
Hydraulic Crane with Truck	$61
Loaders 1.5 yd	$26
Loaders 1.52.5-3 yd	$32
Loaders 2 yd.	$39
Loaders 4 yd.	$61
Motor Grader Class I	$53
Motor Grader Class II	$48
Motor Grader Class III	$42
Motor Grader Class IV	$62
Mowers-PTO Powered Bar Cutter (Side Mounted 6 ft.)	$5
Mowers-PTO Powered Rotary (Side Mounted)	$4
Mowers-PTO Powered Towed 6.5 Ft. 55 H.P.	$8
Pavement Broom (Vacuum)	$48
Pavement Broom (Mechanical)	$13
Pavers 8 ft. Screen	$18
Pavers 12 ft. Screen	$85
Pickup Trucks/Jeep 4x2 1 Ton (Diesel)	$7
Pickup Trucks/Jeep 4x2 1 Ton (Gas)	$6
Pickup Trucks/Jeep 4x2 2 Ton (Gas)	$6
Pickup Trucks/Jeep 4x2 3/4 Ton (Diesel)	$7
Pickup Trucks/Jeep 4x2 3/4 Ton (Gas)	$7
Pickup Trucks/Jeep 4x4 (Gas)	$7
Sand Spreader PTO Dump Body (Truck Mounted)	$9
Small Tools Portable Tamper	$8
Stabilizer 300+ H.P.	$170

Transportation and Natural Resources
FY2009 Fee Schedule
Last Updated 2/10/09

DESCRIPTION	FEE CHARGE
EQUIPMENT (continued)	
Stripers Truck Mounted - 3 Line 150 H.P.	$49
Stripers Walk Behind 1 Line 6 H.P.	$2
Tractor Industrial (65 H.P. - 85 H.P.)	$14
Trailers 2 Axle Folding Gooseneck 40 Ton	$11
Trailers 2 Axle Tow 3 Ton	$2
Trailers 2 Axle Tow 6 Ton	$2
Trailers 3 Axle Folding Gooseneck 40 Ton	$16
Trailers 3 Axle Folding Gooseneck 60 Ton	$17
Trailers 3 Axle Tow 9 Ton	$3
Trailers Bottom Dump 21 C.Y.	$11
Trailers Water 12,000 Gallon	$22
Trucks 12 C.Y. 6X4	$30
Trucks 6 C.Y. 4x2	$15
Trucks Flat Bed GVW 24,000	$12
Trucks Haul GVW 55,000	$34
Water Tankers w/Trk 1,500	$14
Water Tankers w/Trk 2,500	$16

FLOODPLAIN PERMITS-PRIVATE DEVELOPMENT	
➢ "A" Residential	$37 per application
➢ "B" Residential	$78 per application
➢ Non-Residential *(flat fee + $1.05 per $1,000 of Const. Valuation)**	$26 per application
***In the ETJ of the City of Austin, the applicant pays $26.00 per permit application for Subdivision Construction plan Non-Residential permits. For all other Non-Residential Permits, fee listed above applies.*	

SUBDIVISION FEES	
Long Form Plat Applications	
➢ Preliminary Plan Review*	
➢ Processing Fee for Plats 10 acres or less (ALL ZONES)	$250 per plat
➢ Desired Development Zone, no RSMP	$46 per acre
➢ Desired Development Zone, with RSMP	$33 per acre
➢ Drinking Water Protection Zone, no RSMP	$30 per acre
➢ Drinking Water Protection Zone, with RSMP	$17 per acre
➢ Non City of Austin ETJ	$32 per acre
➢ Final Plat Review	
➢ Desired Development Zone, no RSMP	$51 per acre
➢ Desired Development Zone, with RSMP	$36 per acre
➢ Drinking Water Protection Zone, no RSMP	$31 per acre
➢ Drinking Water Protection Zone, with RSMP	$17 per acre
➢ Non City of Austin ETJ	$34 per acre
➢ Residential Lot Review	
➢ Desired Development Zone, no RSMP	$66 per lot
➢ Desired Development Zone, with RSMP	$47 per lot
➢ Drinking Water Protection Zone, no RSMP	$40 per lot
➢ Drinking Water Protection Zone, with RSMP	$22 per lot
➢ Non City of Austin ETJ	$44 per lot
➢ Construction Inspection – Non City of Austin ETJ only	$1.25 per linear foot
➢ Commercial Lot Review – All areas within Travis County	$1,340 per plat

Transportation and Natural Resources
FY2009 Fee Schedule
Last Updated 2/10/09

DESCRIPTION	FEE CHARGE
SUBDIVISION FEES (continued)	
Long Form Plat Applications (continued)	
➢ Construction Review	
➢ Desired Development Zone, no RSMP	$40 per acre + $52 per lot
➢ Desired Development Zone, with RSMP	$22 per acre + $29 per lot
➢ Drinking Water Protection Zone, no RSMP	$40 per acre + $52 per lot
➢ Drinking Water Protection Zone, with RSMP	$22 per acre + $29 per lot
➢ Non City of Austin ETJ	$32 per acre + $44 per lot
Short Form Plat Applications	
➢ Final Plat Review (per plat + per lot fee)	
➢ Desired Development Zone, no RSMP	$150 per plat + $1,298 per lot
➢ Desired Development Zone, with RSMP	$150 per plat + $826 per lot
➢ Drinking Water Protection Zone, no RSMP	$150 per plat + $807 per lot
➢ Drinking Water Protection Zone, with RSMP	$150 per plat + $335 per lot
➢ Non City of Austin ETJ	$150 per plat + $852 per lot
Short Form Plat Applications -Non City of Austin ETJ *(effective 2/10/09) for subdivisons outside of the City of Austin ETJ*	
➢ Basic Plat Review	$2,350 per application
➢ Floodplain Onsite or on Adjacent Boundary Street	$120 per application
➢ Density Greater than Surrounding Area	$60 per application
➢ Land Use Different than Surrounding Area	$60 per application
➢ Variance Require	$45 per application
Plat Revision Applications	
➢ Amendments	
➢ Desired Development Zone, no RSMP	$669 per lot
➢ Desired Development Zone, with RSMP	$452 per lot
➢ Drinking Water Protection Zone, no RSMP	$341 per lot
➢ Drinking Water Protection Zone, with RSMP	$124 per lot
➢ Non City of Austin ETJ	$360 per lot
➢ Vacations/Public Utility Easements	$315 per application
➢ Vacations/ROW & Drainage Easements	$680 per application
Driveway Permits *(CC approved increase on 12/19/06 from $21 to $40)*	$40 per application
Remediation Fees *(New fee 12/19/06)*	
➢ Remove and Reinstall Curb Ramp	$3,000 each
➢ Remove and Reinstall Driveway	$10,000 each
➢ Remove and Install 4' Wide Sidewalk	$50 per linear foot
➢ Modify Sidewalk	$200 each
➢ Modify Crosswalk	$5,000 each
Plat Application Renewals *10% of original fee if there is no change in the application and less than six months of non-activity. 100% of original fee if more than six months of non-activity.	varies
Public Notice Fee	$4 per lot
Road Name Changes *	$470 per application
Utility (ROW) Permits	$105 per application
* *Fee does not apply if name change is needed to eliminate duplication and/or avoid confusion.*	

Transportation and Natural Resources
FY2009 Fee Schedule
Last Updated 2/10/09

DESCRIPTION	FEE CHARGE
ON-SITE SEWAGE FACILITIES	
Private Sewage Permits	$260 per application
Engineered Construction Permits	$460 per application
Engineered Adjustment Permit	$200 per application
Re-Inspection Fee	$60 per inspection
Septic Sub-Review ($25.00 per lot for first 4 lots, $5/lot thereafter)	$25 / $5
Permit Renewals	$50 per renewal
SALE OF PRINTED MATERIAL	
Open Records-fees in accordance with Rule 111.63 of Tx Adm.Code	
Standard Paper Copy	$0.12 per sheet
Oversize Paper Copy (i.e.11 x 17 inches, greenbar, bluebar)	$0.62 per sheet
Blueprint/Blueline Paper (all widths)	$0.20 per linear foot
Microfilm Copies	$1 each
Flood Plain Manual	$5 each
Subdivision Street & Drainage Manual	$20 per manual
General Road Maps (1"=2 mo. 1946-60)	$3 per map
General Road Maps (1"=Gen. Data/Pk.)	$2 per map
General Road Maps (1"=1 mi. 1946-60)	$3 per map
General Road Maps (Other Scales)	$5 per map
Travis County Map (1 page only)	$3 per map
Travis County Map(2 page full set)	$5 per map
Bid Document Fee	$50 / $75
Plans	$3 per set
Specifications & Bid Documents	$0.12 per sheet
BCP Map	$5 per map
1998 GIS Inventory CD-ROM (CC approved on 6/23/98)	$25 per CD
Production and Distribution of Geographic Data (hrly rate + cost of materials)	$18 per hour + materials
AERIAL, ATLAS AND FLOOD MAPS	
Aerial Photo Maps (Single Copies)	$5 per map
Aerial Photo Maps (Full Sets)	$700 per set
Atlas Sheets (Single Copies)	$3 per sheet
Atlas Sheets (Full Copies)	$150 per set
Flood Insurance Rate Map (One to Ten)	$5 up to 10 copies
Flood Insurance Rate Map (Eleven or More)	$0.60 each additional copy
Flood Insurance Rate Map - Full Set (78 Panels)	$46.80 per set
ASPHALT DENSITY PENALTY	
Asphalt Density Penalty - Based on Engineer's Assessment	varies

Transportation and Natural Resources
FY2009 Fee Schedule
Last Updated 2/10/09

DESCRIPTION	FEE CHARGE
PARK FEES	
General Use/Trailer Parking @ Loop 360	$10 per vehicle / trailer
Day Use	$8 per vehicle
Day Use at Hippie Hollow Park	$10 per vehicle
Pedestrian/Bicyclist	$3 per ped / bicy
Pedestrian/Bicyclist at Hippie Hollow Park	$5 per ped / bicy
Primitive Camping aka Day/Night Combo	$15 per vehicle
Improved Camping *(plus $10.00 reservation fee)*	$20 per vehicle
Trailer Parking Fee *(No charge to Lone Star Seniors and Veterans)*	$2 per trailer, per day
Annual Day Use Permit (+ $2.00 per vehicle at Hippie Hollow)	$75 per vehicle
Duplicate Annual Permit (+ $2.00 per vehicle at Hippie Hollow)	$25 per vehicle
Pedestrian/Bicycle Annual (+ $2.00 per ped/bicy at Hippie Hollow)	$25 per ped / bicy
Annual Trailer Parking Permit	$30 per trailer
Lone Star Pass for Day Use (Senior Citizens)	No Charge for age 62 or older
Overnight Camping for Lone Star/Annual Permit Holders	$7 per night
Lone Star Veteran Pass for Day Use	No Charge to U.S. Veteran w/ 60% service related disability
Camping for Lone Star Veterans	No Charge if in vehicle w/ permit
Pavilion at Bob Wentz Park *(plus $15.00 reservation fee)*	$10 per hour, 4hr min
ATHLETIC FIELDS (BASIC) Effective January 1, 2009	
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville.	
Usage plus $5.00 per field/per hour non-refundable reservation fee	
Groups (General)	$5 per field, per hour
Groups (Non-Profit Youth)	No Charge
LIGHTS ($5.00 per 15 minute increments)	
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville:	
Baseball/Softball	
Groups (General)	$20 per field, per hour
Groups (Non-Profit Youth)	$20 per field, per hour
LIGHTS ($7.50 per 15 minute increments)	
Soccer	
Groups (General)	$30 per field, per hour
Groups (Non-Profit Youth)	$30 per field, per hour
TOURNAMENT/SPECIAL EVENTS (Maintenance Surcharge)	
Effective January 1, 2009	
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, & Webberville:	
Groups (General)	$5 per field, per hour
Groups (Non-Profit Youth)	$5 per field, per hour
FIELD PREPARATION (SET-UP ONLY)	
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville:	
Groups (General)	$30 per field, per day
Groups (Non-Profit Youth)	$30 per field, per day

Transportation and Natural Resources
FY2009 Fee Schedule
Last Updated 2/10/09

DESCRIPTION	FEE CHARGE
PARK FEES (continued)	
SHELTER/PAVILION RENTAL	
Ben E. Fisher, Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Southwest Metro, Webberville. ***Rental plus $10.00 non-refundable reservation fee.*** *The fees apply Friday, Saturday, Sunday, & Holidays only.*	
Small w/electricity	$30 per day
Large w/electricity	$50 per day
X-Large w/electricity	$75 per day
CONCESSION BUILDING RENTAL	
Basic Concession Building	
Del Valle, Moya, Webberville (ball fields). ***Rental plus $10.00 non-refundable reservation fee.***	
Groups (General)	$100 per building, per day
Groups (Non-Profit Youth)	$35 per building, per day
Improved (Enhanced) Concession Building	
East Metro, Northeast Metro, Southeast Metro, Southwest Metro, Webberville (soccer fields). ***Rental plus $10.00 non-refundable reservation fee.***	
Groups (General)	$150 per building, per day
Groups (Non-Profit Youth)	$50 per building, per day
Improved Concession with Shelter	
East Metro, Northeast Metro, Southeast Metro, Southwest Metro ***Rental plus $10.00 non-refundable reservation fee.***	
Groups (General)	$200 per building, per day
Groups (Non-Profit Youth)	$125 per building, per day
COMMUNITY PAVILION CENTER (Effective July 1, 2008)	
Available only at East Metro ***Rental plus $10.00 non-refundable reservation fee.***	
Deposit (Refundable)	
Groups (General & Non-Profit Youth)	$100 per day
Hourly/Daily Rate	
Groups (General & Non-Profit Youth)	$35 per hour/2 hr minimum $300 per day (park hours)

INTERLOCAL AGREEMENT WITH CITY OF BEE CAVE FOR ROAD AND FLEET MAINTENANCE AND FOR PROVISION OF PETROCHEMICAL SUPPLIES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by the City of Bee Cave, a municipal corporation with its offices located at 4000 Galleria Parkway, Bee Cave, Texas 78738, hereinafter referred to as the "City", and Travis County, Texas, a political subdivision of the State of Texas having a mailing address of P.O. Box 1748, Austin, Texas 78767, hereinafter referred to as the "County", each acting by and through its duly elected officials (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires to obtain, and the County is capable of providing (1) improvement, maintenance, and repair services for City streets, including street overlays, roadway striping, and street signage; (2) fuel for City-owned vehicles; and (3) maintenance and repair services for City-owned vehicles, collectively (the "Services");

WHEREAS, the City and the County have determined that it would be in the best interest of the citizens of the City and the County for the County to perform the Services on behalf of the City;

WHEREAS, pursuant to Texas Transportation Code Section 251.012, a county may expend county funds for the construction, improvement, maintenance, and repair of municipal streets located in the county; and

WHEREAS, the City and the County intend to conform this Agreement in all respects to TEX. GOV'T CODE §791.001 et. seq., as amended, more commonly known as the Interlocal Cooperation Act;

NOW, THEREFORE, it is mutually agreed as follows:

I.
TERM OF AGREEMENT

The term of this Agreement shall commence on the date of approval of this Agreement by the County and the City, whichever is later, and shall continue in full force and effect until the 30th day of September, 20___, unless earlier terminated by thirty (30) days written notice from either party to the other; provided that each September 30th this Agreement will be automatically renewed for successive one year terms until either party terminates same by thirty (30) days written notice to the other at any time.

Updated 04-29-10 at 3:53pm

24

Travis County Commissioners Court Agenda Request

Voting Session 5/4/10 Work Session _____

I. A. Request made by: _____ Phone # 854-9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:

Consider and take appropriate action on the *Lake Travis Park Master Plan* public involvement process.

C. Approved by: Karen Huber
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 this Agenda Request and backup to them:

Joseph P. Gieselman, TNR	854-9434	Keith Rawlings, TNR	263-9114
Charles Bergh, TNR	854-9408	Timothy Speyrer, TNR	989-8706
Robert Armistead, TNR	854-9831	James Tallent, TNR	263-9114
Dan Perry, TNR	854-9437	Wendy Scaperotta, TNR	854-7655
Kurt Nielsen, TNR	854-7218	David Whatley, LCRA	776-3319
Michael Brewster, TNR	263-9114	Marcia Purvis, LCRA	473-3548
Jason Just, TNR	263-9114	Roger Lewis, LCRA	473-3509

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item budget

_____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 20 PM 6:18

AGENDA REQUEST DEADLINE: This Agenda Request complete with the 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.

(See reverse side for legal citation of Open Meetings Exceptions)

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

Agenda Item No.___

Supplemental Information

MEMORANDUM

DATE: April 6, 2010

TO: Members of Commissioners' Court

FROM: Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Public Involvement Process for the Lake Travis Parks Master Plan

PROPOSED MOTION:
Consider and take appropriate action on the *Lake Travis Park Master Plan* public involvement process.

SUMMARY AND STAFF RECOMMENDATIONS:
TNR staff has prepared a system-wide master plan for improving nine Lake Travis parks (see Exhibit 1). Six parks are owned by the Lower Colorado River Authority (LCRA), one park is comprised of two parcels owned by Travis County and the LCRA respectively, and two are owned solely by the County. Travis County manages all nine parks and is completing this master plan in accordance with its lease agreement with the LCRA.

With LCRA approval of the draft master plan (see Exhibit 2), TNR staff would like to proceed to the public review phase of this project. For this purpose, the master plan will be posted on the Travis County web page, and three public meetings will be held. Public meetings are scheduled for May 5, 6:00 - 7:30 P.M. at the West Service Center Town Hall; May 6, 6:00 - 7:30 P.M. at the Ned Granger Building; and May 11, 6:00 – 7:30 P.M. at the City of Lago Vista City Hall.

TNR staff requests that the Travis County Commissioners Court approve the public involvement process for the *Lake Travis Park Master Plan.*

FISCAL AND BUDGETARY IMPACT:
NA

ISSUES AND OPPORTUNITIES:

Highlights of the master plan are as follows:

- Improvements at Arkansas Bend Park and a portion of Pace Bend Park are the highest priority capital improvement projects. Funds from the joint LCRA-Travis County CIP Account will be used procure design and engineering services for initial site design, cultural and environmental surveys, and construction cost estimating services. These projects will be recommended for inclusion in the next Parks Bond Program.

  The City of Lago Vista is a potentially strong advocate for improving this park. An improved Arkansas Bend Park has both recreational and economic value for their community.

- Tom Hughes Park is to be sold, and sale revenues will be used to acquire parkland with better access to the lake and that can be used by more people. As required by Chapter 26 of the Texas Parks and Wildlife Code, a public hearing will be held prior to initiating sale of Tom Hughes Park.

- The buyout of homes and redevelopment of Graveyard Point is <u>not</u> addressed in this master plan because the project is currently on hold. The cost-benefit study completed by the United States Army Corps of Engineers (USACOE) showed greater recreational benefits than flood control benefits so the project can not be justified with respect to the USACOE's mission to mitigate flood damage.

JG/Ws:ws

Copy: Charles Bergh
Robert Armistead
Dan Perry
Kurt Nielsen
Wendy Scaperotta

Exhibits: Exhibit 1: *Lake Travis Master Plan*
Exhibit 2: LCRA Letter of Approval

Exhibit 1

Lake Travis Master Plan

Travis County Parks
Austin, Texas

Draft 4 - 8 - 2010

Updated 04-29-10 at 3:53pm

Exhibit 2

LCRA
ENERGY • WATER • COMMUNITY SERVICES

February 16, 2010

Mr. Charles Bergh
Director
Travis County Parks
411 West 13th Street
P.O. Box 1748
Austin, Texas 78767

Dear Mr. Bergh:

Thank you for the opportunity to review the recently completed Travis County Lake Travis Parks Master Plan. It is very apparent that considerable county staff time and energy went into the development of your system-wide plan. After multiple reviews with other LCRA staff, we as a group feel that the County has prepared a conceptual master plan that will go far in meeting the future recreational needs of central Texas residents while using and protecting LCRA public lands appropriately.

I also want you to know that LCRA appreciates the professional management, the operational stability, and the well-delivered customer service that you and your staff deliver on the seven Lake Travis park tracts leased from the LCRA. We look forward to our continued partnership in the years to come as both of our agencies provide these valuable public services.

When you begin the preparation of your individual park master plans and future development budget estimates for each of these LCRA/Travis County parks, please let me know how we can assist you with your efforts. We look forward to this opportunity.

If you have any questions or would like additional information, please feel free to contact me at 1-800-776-5272, ext. 3319.

Sincerely,

David Whatley
LCRA Parks Manager

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Travis County Commissioners Court Agenda Request

Voting Session : May 4, 2010 (Date) Work Session: _____ (Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

RECEIVE BRIEFING FROM THE IMMIGRANT SERVICES NETWORK OF AUSTIN.

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

_____
Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable.

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

Human Resources Department (854-9165)
___ A change in your department's personnel (reclassifications, etc.)

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 27 PM 4:43

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.

Updated 04-29-10 at 3:53pm

OVERVIEW OF THE IMMIGRANT SERVICES NETWORK OF AUSTIN

A collaborative response to immigrant issues in Central Texas

Travis County Commissioners Court — April 22, 2010

Brief History and Context

History

- First iteration of ISNA in 2003 as a quarterly networking/educational group
- Travis County HHS/VS staff (Research & Planning) stewarded processes to:
  - Conduct the Immigrant Assessment, 2006-2007
  - Present findings at a Community Forum, June 2007
  - Provide ongoing staff support to ISNA, 2007-present
- Building on the Assessment and its findings, ISNA took the lead as a planning and action body around immigrant issues
- Thanks to Travis County for continued support and assistance

Our Mission and Vision

- **Mission**

  ISNA is a working group of diverse community stakeholders and immigrant service providers operating together to *coordinate efforts, increase public awareness, and inform policy*, in order to better serve the immigrant community.

- **Vision**

  ISNA promotes the success and well-being of immigrants in order to secure the long-term prosperity of the entire community.

Our Values Platform

- We share information with each other, and educate and outreach to the community at large
- We come together in order to have a stronger, broader voice on immigrant issues
- We maintain ISNA as a neutral, non-political arena where stakeholders can convene in order to work towards local solutions
- We engage and remain in dialogue with partners from all issue areas and sectors
- We support one another in our respective work to care for the immigrant community
- We respect the dignity and humanity of all immigrants, regardless of status

Our Role in the Community

- Neutral Convener
  - A place where *all* parties can engage in a dialogue
- Non-Political
  - Immigrant well-being and community prosperity as a framework
- Inclusive Membership and Scope
  - Any person or organization who embraces the values platform has a right to participate
  - A forum to address a broad range of immigrant issues

Our Membership

Member Agencies

- American Gateways*
- Austin Community College
- Austin Immigrant Rights Coalition
- Austin Police Department, Victim Services
- Austin Public Library
- Caritas of Austin*
- Catholic Charities of Central Texas*
- English at Work*
- Foundation Communities / Community Tax Centers
- Immigration Counseling and Outreach Services
- The Law Offices of Thomas J. Esparza, Jr.*
- The Literacy Coalition of Central Texas
- SafePlace
- St. Helen Catholic Church
- Travis County Health and Human Services & Veterans Service
- Travis County Sheriff's Office
- Travis County Sheriff's Office, Victim Services
- And individual volunteers*

Other Contributors

- Austin Police Department, Office of the Community Liaison
- Casa Marianella/Posada Esperanza
- City of Austin Commission on Immigrant Affairs
- City of Austin Health and Human Services Department
- Compass Bank
- Consulate General of Mexico
- Goodwill Industries of Central Texas
- The Police Monitor
- Refugee Services of Central Texas
- Saheli
- Texas Council on Family Violence
- Texas Rio Grade Legal Aid
- U.S. Citizenship & Immigration Service
- Workers Defense Project/Proyecto Defensa Laboral (PDL)
- And individual volunteers

**Denotes an agency or group represented on the Steering Committee in 2009-2010.*

Our Current Work

Immigrant Services Resource Directory

- **Product**: A directory of services needed by immigrants, including healthcare, English language instruction, basic needs, and more.
- **Purpose**: This referral resource will help effectively resettle immigrants in a respectful, efficient way by allowing them to gain access to appropriate, critical services.
- **Uses**: Intended for case workers and service providers to improve information and referral.
- **Access:** Completed in January 2010 and available for download on the ISNA website

Family Safety Planning Toolkit

- **Product**: A workbook with tools and worksheets addressing "Know Your Rights" information, family and children's safety (including communication, guardianship, and medical planning), financial and legal planning, etc.
- **Purpose**: To educate immigrant residents about their rights, and to assist individuals and families with preparing an emergency plan for their household.
- **Uses**: Providers working with immigrants can use the toolkit to help them plan for their families' well-being. Providers can also distribute materials to clients.
- **Access**: Completed in April 2010 and available for download on the ISNA website

Welcoming Initiative

- **Product**: A toolkit for speaking ambassadors
- **Purpose**: To change public dialogue and opinion about immigrants in Austin through public education
- **Uses**: Training and presentations at schools, churches, civic organizations, etc.

Legal Services Workgroup

- **Products:**
  - A networked group of legal service providers in Austin and San Antonio who meet every 2-3 months
  - A Capacity Inventory of their U, T, and VAWA cases, updated quarterly and posted online
- **Purpose:** Coordination and communication on a regional level will enable:
  - Better readiness to respond to emerging community needs
  - Better preparedness for potential federal policy changes

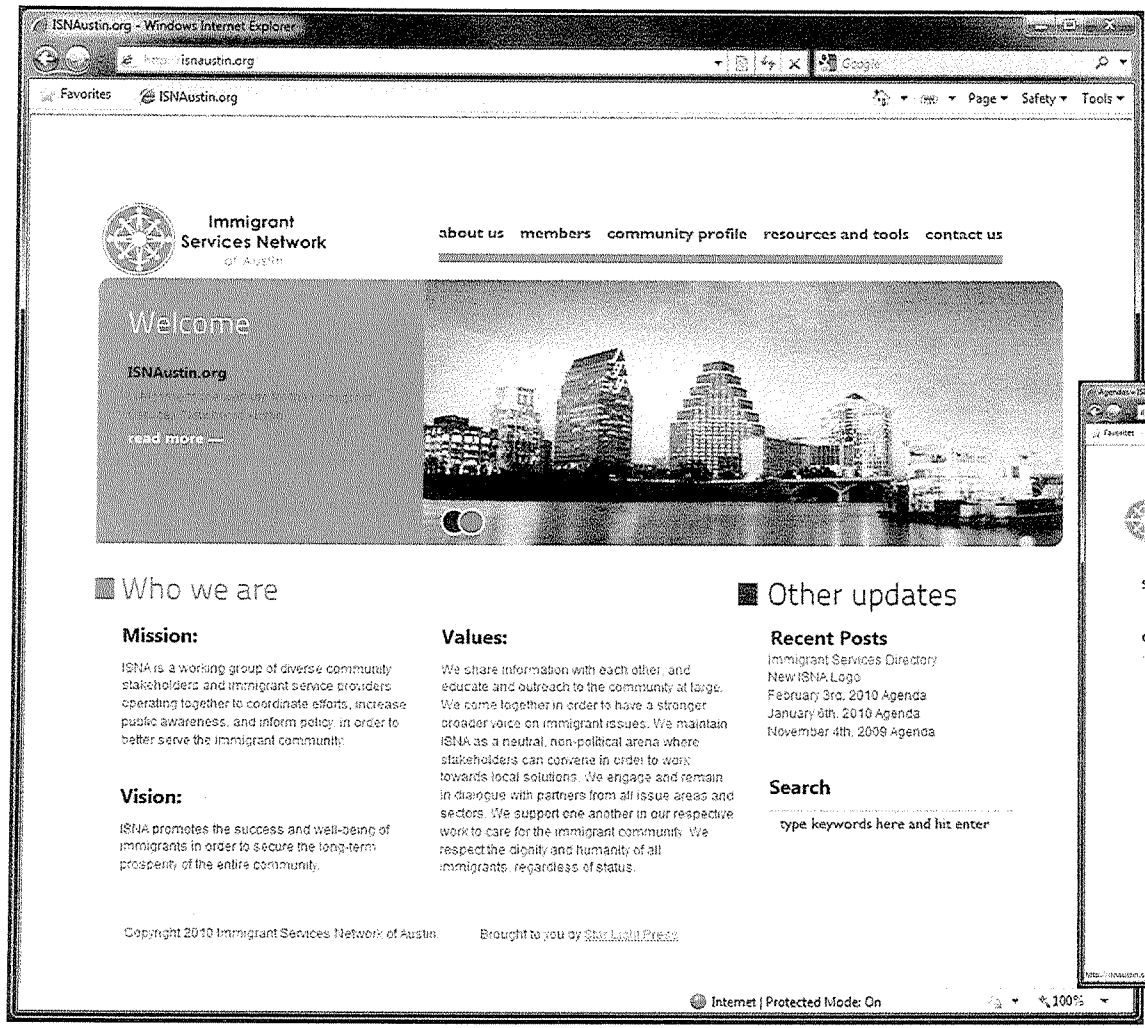
Immigrant Public Safety Training

- **Product**: A public safety training, being developed in partnership between ISNA and the Austin Police Department
- **Purpose**: To increase immigrants' awareness of U.S. laws and their understanding of their rights and responsibilities as Austin residents
- **Uses**: Interactive training conducted by APD officers and cadets, within the agency setting, to increase public safety knowledge and build trust in law enforcement

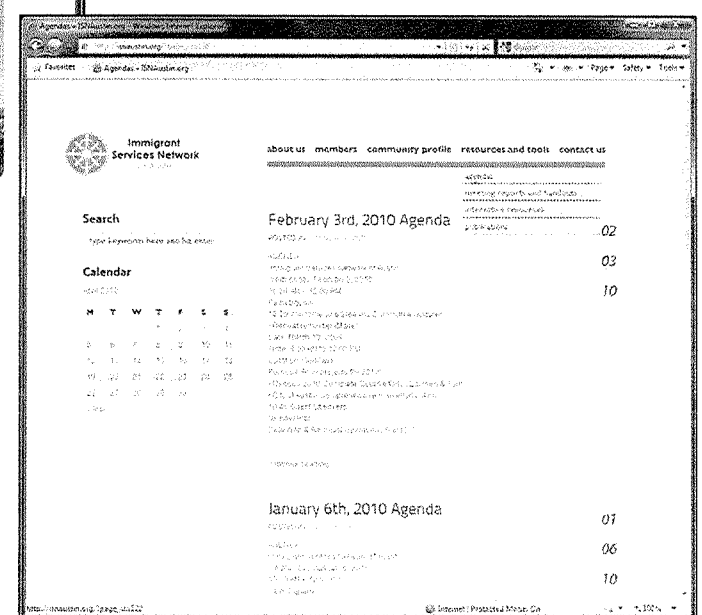
Educational Roundtables

- Legislative Monitoring
  - Policy analyst guest speakers from Texas Council on Family Violence and American Civil Liberties Union
- Immigrants, Public Safety and Local Law Enforcement
  - Guest Speakers from APD (Chief of Police) and TCSO (Lieutenant Day Watch East)
- Federal Enforcement under a New Administration
  - Guest speakers from U.S. Immigration and Customs Enforcement (San Antonio Field Office Director) and U.S. Citizenship and Immigration Services (Area Director)

New ISNA Website



- www.isnaustin.org
- Download all of these products discussed today



Looking to the Future …

2010 Projects and Plans

- Outreach/distribution of completed publications
- Complete design and pilot the Immigrant Public Safety Training
- Continue Legal Services Workgroup
- Educational roundtables
- Continue to monitor emerging issues and respond to community needs as they arise

Key "Take Home" Messages

- Immigrants are a key population in Travis County
- ISNA has been and continues to be a good investment – a platform to build on
- Appreciate County support
- We are a resource to you for knowledge/expertise and connection to the immigrant community

For More Information

- Attend our monthly meetings:
  - First Wednesday of every month at 10:30am at the Palm Square Building (100 North IH-35, 78701)
- Contact a Chair:
  - Maile Broccoli-Hickey, maile@englishatwork.org
- Visit the ISNA website:
  - www.isnaustin.org
  - Our publications and tools are available online

BUDGET AMENDMENTS AND TRANSFERS
FY 2010

5/4/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		$ 32,055	1
		001	1000	521	4020	Gen Admin	Bond Issuance Costs	$ 32,055		
A2		072	2101	981	9892	Reserves	Fund 072 Allocated Reserves		20,000	2
		072	5770	536	6099	Rec.Mngt.	Other Purchased Services	$ 20,000		
A3		072	2030	981	9892	Reserves	Fund 072 Allocated Reserves		$ 16,000	2
		072	5770	536	6099	Rec.Mngt.	Other Purchased Services	$ 16,000		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1230	523	3001	ITS	Office Equip,Furn,& Supp		$ 195	20
		001	1230	523	4107	ITS	Cell Phone Allowance	$ 165		
		001	1230	523	2002	ITS	FICA - OASDI	$ 10		
		001	1230	523	2005	ITS	Retirement Contribution	$ 18		
		001	1230	523	2007	ITS	FICA - Medicare	$ 2		

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100% Find | Next Acrobat (PDF) file Export

Budget Adjustment: 21089

Fyr _ Budget Type: 2010-Reg
PBO Category: Amendment
Just: CommCodeRq

Author: 1 - VELASQUEZ, MELISSA
Court Date: Tuesday, May 4 2010

Created: 4/26/2010 11:52:09 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			32,055
				32,055

To Account		Project	Amount
001-1000-521-4020	BOND ISSUANCE COSTS		32,055
			32,055

Approvals	Dept	Approved By	Date Approved
Originator	1	MELISSA VELASQUEZ	4/26/2010 11:52:16 AM
DepOffice	1	MELISSA VELASQUEZ	4/26/2010 11:52:18 AM
DepOfficeTo	1	CHERYL BROWN	4/26/2010 11:56:57 AM

Page 1

PBO Concurs with this request for payment of Attorney General Fees for the forthcoming long-term debt issuance.
Wm. Dougherty

These funds will be reimbursed from bond proceeds.
Leslie Kelly
4/27/10

Budget Adjustment: 21079

Fyr _ Budget Type: 2010-Reg	Author: 21 - CHAPPELL, ROBERT	Created: 4/23/2010 3:18:36 PM
PBO Category: Amendment	Court Date: Tuesday, May 4 2010	Dept: DISTRICT CLERK
Just: Other	TO ESTABLISH BUDGET FOR COMMISSIONERS COURT APPROVED COURT RECORD PRESERVATION FUND	

From Account	**Acct Desc**	**Project**	**Proj Desc**	**Amount**
072-2101-981-9892	ALLOCATED RESERVES			20,000
				20,000
To Account		Project		Amount
072-5770-536-6099	OTHER PURCHASED SERVICES			20,000
				20,000

Approvals	Dept	Approved By	Date Approved
Originator	21	ROBERT CHAPPELL	4/23/2010 3:20:10 PM
DepOffice	21	ROBERT CHAPPELL	4/23/2010 3:20:46 PM
DepOfficeTo	57	THOMAS ASHBURN	4/23/2010 3:39:03 PM

PBO concurs
Elliott 4/26/10
Kraig Ellis 4/27/10

2

Budget Adjustment: 21060

Fyr _ Budget Type: 2010-Reg	Author: 20 - CARTER, OLIVIA	Created: 4/22/2010 10:18:21 AM
PBO Category: Amendment	Court Date: Tuesday, May 4 2010	Dept: COUNTY CLERK
Just: Other	to establish budget for Commissioners Court approved Court Record Preservation Fund	

From Account	Acct Desc	Project	Proj Desc	Amount
072-2030-981-9892	ALLOCATED RESERVES			16,000
				16,000

To Account		Project	Amount
072-5770-536-6099	OTHER PURCHASED SERVICES		16,000
			16,000

Approvals	Dept	Approved By	Date Approved
Originator	20	OLIVIA CARTER	4/22/2010 10:39:57 AM
DepOffice	20	OLIVIA CARTER	4/22/2010 10:39:58 AM
DepOfficeTo	57	THOMAS ASHBURN	4/22/2010 10:41:09 AM

PBO Concurs.

4/26/10

4/27/10

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TRAVIS COUNTY
RECORDS MANAGEMENT & COMMUNICATION RESOURCES
314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Randy Lott, Budget Analyst Sr.

FROM: Steven W. Broberg, RMCR Director

DATE: April 26, 2010

SUBJECT: **Quarterly Transfer For The Court Records Preservation Account (Fund 072)**

The transfers detailed below will establish the expense budget for RMCR in accordance with the plan approved by Commissioners Court on August 25, 2009. The Court Record Preservation Account (Fund 072) was created by House Bill 3637 and went into effect October 1, 2009. The account is under the administration of the Commissioners Court and is funded by a fee collected by the County and District Clerks for each civil case filing. The fee is to be used specifically to digitize and preserve court records from natural disasters. Since this is a new fund, transfers will occur on a quarterly basis as actual revenue is collected. RMCR submitted a plan for FY 2010 which was approved by Commissioners Court August 25, 2009. In accordance with that plan, these funds will pay for District Clerk offsite storage expenses.

FROM: 072-2101-981-9892 Allocated Reserves $20,000
TO: 072-5770-536-6099 Other Purchased Services

FROM: 072-2030-981-9892 Allocated Reserves $16,000
TO: 072-5770-981-9892 Other Purchased Services

Thank you for your assistance in this matter.

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Voting Session: Tuesday, August 28, 2009

I. A. Request made by: Steven Broberg, RMCR Director, 854-9575 S. Br
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ESTABLISHMENT OF A NEW COURT RECORD PRESERVATION ACCOUNT

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:

Dana DeBeauvoir, County Clerk 854-9188
Amalia Rodriguez-Mendoza, District Clerk 854-9457
Susan Spataro, County Auditor 854-9125
Rodney Rhodes, Executive Manager PBO 854-9166
Deece Eckstein, IGRC 854-9754

RECEIVED
COUNTY JUDGE'S OFFICE
09 AUG 18 AM 11:17

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

TRAVIS COUNTY
RECORDS MANAGEMENT & COMMUNICATION RESOURCES
314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

TO: COMMISSIONERS COURT

FROM: STEVEN BROBERG, RMCR DIRECTOR

DATE: TUESDAY, AUGUST 18, 2009

RE: NEW COURT RECORD PRESERVATION FEE AND FUND

Proposed Motion: Direct staff to establish the Court Records Preservation Account, include it in the FY 2010 County Budget, and approve the associated $10 fee on certain civil case filings.

Summary and Staff Recommendation: House Bill 3637 was passed by the 81st session of the Texas Legislature and goes into effect for the County's fiscal year beginning October 1, 2009. Government Code, Subchapter H, Chapter 51, will require that the clerk of a county court, statutory county court, or district court shall collect a filing fee of not more than ten dollars in each civil case filed in the court to be used for court record preservation for the courts in Travis County. The money may be used only to digitize court records and preserve them from natural disasters. The law also requires that the Court Record Preservation Account be administered under the direction of the Commissioners Court.

The County Clerk, District Clerk, PBO and the Records Management and Communications Resources department have developed a plan to meet the requirements of the new law and the business needs of the court records custodians. The basic components and costs of that plan are described in Exhibit 1.

Issues and Opportunities: Passage of any legislation mandating new fees and funds raises the issue of reducing the General Fund by an offsetting amount. While new revenue sources seem to offer the opportunity to reduce the property tax, funding the plan described in Exhibit 1 is preferable for two reasons: (1.) The legislative intent was clearly to establish dedicated new revenue for digitization of court records and preservation of those records from natural disasters, not tax relief. (2.) The demand for modern records management services cannot be met by the resources available.

Fiscal Impact: Pending certification of revenue by the County Auditor, the Court Record Preservation Account could make about $164,500 available for the improved records management services in FY 2010. The Auditor's revenue certification follows the Court's action to establish the fund and set the fee.

Required Authorizations: County Auditor, PBO

Exhibits:

1. Court Record Preservation Account plan
2. Byrne grant funding for RMCR projects

cc: John Hille, Assistant County Attorney

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Exhibit 1

FY 2010 Court Records Preservation Plan Description	Amount
Digitization of microfilmed District Court records: The microfilmed Civil and Criminal minutes maintained by the District Clerk are converted into electronic images.	$39,619
Offsite storage of District Court records: Paper records maintained by the District Clerk are stored by Iron Mountain, the State of Texas contract vendor.	$56,000
Microfilm expunctions & non-disclosures: Court records maintained on microfilm are edited to remove information when a judge issues the appropriate order.	$6,474
38% Reserve	$62,500
Court Records Preservation Account Total - FY 2010	**$164,500**

Plan Contingency: Staffing Federal Grant. On May 29th, 2009, the Commissioners Court voted to apply for federal stimulus grant funding. One deliverable in the proposal is digitization of certain County and District Attorney paper records. As that application moves through the process, the Capitol Area Council of Governments (CapCOG) indicates that final approval of funding for this initiative is likely – **but for equipment only, with the staffing component deleted.** If the Commissioners Court approves the budget plan for the new Court Record Preservation Account, this will shift the expenses listed in the table above, freeing up money from other funds (already approved in the FY 2010 Preliminary Budget). That expense shift will be enough to hire two temporary Imaging Technicians (Pay Grade 11) to operate the stimulus-funded scanning equipment for ten months; that cost will be $61,698.

Plan Contingency: Reducing Offsite Storage Volume. If for some reason the Texas Governor's office does not ratify the CapCOG recommendation, Travis County will not receive the federal stimulus grant funding to purchase the equipment. In that case, the General Fund money freed up by establishment of the new Court Record Preservation Account can be applied to the destruction of paper records stored offsite. RMCR has identified up to twenty thousand cubic feet of records stored offsite that have met their retention requirements. The elected and appointed officials who are the custodians of these records are completing the state-mandated process to authorize records destruction. Financial constraints have slowed progress on this initiative, because it costs more to destroy offsite records than it does to store them for a year.

Exhibit 2

Project Name	Project Description	Amount Requested	Plan B Cuts	CAPCOG Cuts	Final	Change
Travis County Records Management Option #1	Electronic Document Scanning for County and District Attorney	$293,603.00	$97,763.00	$0.00	$195,840.00	Cutting Temporary Imaging Supervisor and Technicians. 33.30% cut
Travis County Records Management Option #2	VHS Tapes to Digital Conversion	$77,759.00	$0.00	$77,759.00	$0.00	Project request zeroed out by CapCOG.

MINUTES OF MEETING AUGUST 25, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 25th day of August 2009, the Commissioners' Court convened the Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:23 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:40 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:45 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:46 PM and adjourned at 1:46 PM.

The Commissioners Court reconvened the Voting Session at 1:46 PM.

The Commissioners Court retired to Executive Session at 2:19 PM.

The Commissioners Court reconvened the Voting Session at 4:46 PM.

The Commissioners Court adjourned the Voting Session at 4:49 PM.

Travis County Commissioners Court

Voting Session Agenda
Tuesday, August 25, 2009

NOTE: The web page version of the Court's Agenda below does not constitute an official version of the Court's agenda and cannot be relied on for official purposes. The Official version can be found in the pdf version above. This web page version is derived from a manual conversion of the official document of record for the convenience of the user. Travis County has posted this notice and agenda in good faith, in compliance with Government Code section 551.056. Please note that, in the event of a technical problem beyond the county's control that prevents the county from posting here or that results in an erroneous posting, notice of this meeting and agenda posted at the courthouse remains valid..

Agenda Backup
104 MB

Provision of the backup materials is still in the testing phase.

Work Session Agenda
August 27, 2009

Video files of commissioners court meetings are available online. (Requires RealOne Player Version 6.0 or later.)

Travis County Administration Building, 314 W. 11th St.
Commissioners Courtroom, 1st Floor
Austin, Texas 78701
Voting Sessions begin at 9:00 AM unless otherwise noted.

It is the practice of the Travis County Commissioners Court to allow the public to testify before the Commissioners Court on any item listed on this agenda, whether it is posted formally as a public hearing or not.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOTS 2 AND 3, BLOCK B, ANGEL BAY SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER HUBER) (ACTION ITEM #23)
Video
Text

2. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: SCHUKNECHT SUBDIVISION, A RESUBDIVISION OF LOTS 3, 4 AND 5, BLOCK A OF THE EXA PRESLAR SUBDIVISION, 4 TOTAL LOTS. (COMMISSIONER HUBER)
Video
Text

3. RECEIVE COMMENTS REGARDING REQUESTS TO AUTHORIZE THE FILING OF INSTRUMENTS TO ABANDON A 0.248 ACRE PORTION OF THE MANSFIELD DAM COURT RIGHT OF WAY. (COMMISSIONER HUBER) (ACTION ITEM #24)
Video
Text

4. RECEIVE COMMENTS REGARDING THE FISCAL YEAR 2010 DISTRICT CLERK'S RECORDS MANAGEMENT PLAN. (ACTION ITEM #31)
Video
Text

CITIZENS COMMUNICATION

Video
Text

CONSENT ITEMS
Video
Text

(SEE LIST OF CONSENT ITEMS)

SPECIAL ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.
Video
Text

RESOLUTIONS AND PROCLAMATIONS

6. APPROVE PROCLAMATION DECLARING TUESDAY, AUGUST 25, 2009 AS "NATIONAL MINORITY DONOR AWARENESS DAY." (JUDGE BISCOE)
Video
Text

PLANNING AND BUDGET DEPT. ITEMS

7. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS.
Added to consent.

8. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
Added to consent.

A. NEW GRANT APPLICATION TO THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR AN ADDITIONAL SWAT RESPONSE VEHICLE IN THE SHERIFF'S DEPARTMENT;
B. NEW GRANT APPLICATION TO THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR HAZARDOUS MATERIAL DECONTAMINATION EQUIPMENT IN THE EMERGENCY SERVICES DEPARTMENT;
C. NEW GRANT APPLICATION TO THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR A MAINTENANCE CONTRACT ON HAZARDOUS MATERIAL DETECTION EQUIPMENT IN THE EMERGENCY SERVICES DEPARTMENT;
D. NEW GRANT APPLICATION TO THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR A MAINTENANCE CONTRACT FOR CHEMICAL AGENT DETECTION EQUIPMENT IN THE EMERGENCY SERVICES DEPARTMENT;
E. NEW GRANT APPLICATION TO THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR AIR MONITORING EQUIPMENT IN THE EMERGENCY SERVICES DEPARTMENT;
F. NEW GRANT APPLICATION TO THE GOVERNOR'S OFFICE OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR ADDITIONAL TRAINING FOR THE HAZMAT TEAM IN THE EMERGENCY SERVICES DEPARTMENT;
G. NEW GRANT APPLICATION TO THE GOVERNOR'S OFFICE OF EMERGENCY MANAGEMENT THROUGH CAPITAL AREA COUNCIL OF GOVERNMENTS FOR THE STATE HOMELAND SECURITY PROGRAM FOR A VARIETY OF EXPIRABLE AND DISPOSAL GOODS FOR THE

12

HAZMAT TEAM IN THE EMERGENCY SERVICES DEPARTMENT;

H. GRANT APPLICATION TO THE DEPARTMENT OF LABOR FOR HEALTH AND HUMAN SERVICES AND VETERANS SERVICES DEPARTMENT TO CONTINUE TO RECEIVE GRANT RESOURCES FOR A STAND DOWN EVENT FOR HOMELESS VETERANS TO ENHANCE EMPLOYMENT AND TRAINING OPPORTUNITIES AND PROMOTE SELF-SUSTAINMENT;

I. APPROVE GRANT CONTRACT WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS FOR INFORMATION AND TELECOMMUNICATIONS DEPARTMENT TO BE REIMBURSED FOR COSTS ASSOCIATED WITH TRAVIS COUNTY'S CONTINUING PARTICIPATION IN THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE; AND

J. AMENDMENT TO THE GRANT CONTRACT WITH THE OFFICE OF ATTORNEY GENERAL FOR JUVENILE PROBATION TO PROMOTE COMPLIANCE WITH TRAVIS COUNTY COURT ORDERS REGARDING CHILD ACCESS AND VISITATION. THE AMENDMENT EXTENDS THE GRANT TERM UNTIL AUGUST 31, 2010, PROVIDES RESOURCES FOR FISCAL YEAR 2010 AND ADJUSTS THE BUDGET FOR FISCAL YEAR 2009.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED FISCAL YEAR 2010 INDIRECT COST RATES.
Added to consent.

ADMINISTRATIVE OPERATIONS ITEMS

10. 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 $516,025.43 FOR THE PERIOD OF AUGUST 7 TO 13, 2009.
Added to consent.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
Added to consent.

A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND
B. NON-ROUTINE REQUEST FROM TRAVIS COUNTY SHERIFF'S OFFICE FOR VARIANCES TO TRAVIS COUNTY CODE SECTION 10.03002, GENERAL OVERVIEW FOR DETERMINING PAY POLICY, FOR SALARY ADJUSTMENTS.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ESTABLISH THE COURT RECORDS PRESERVATION ACCOUNT, INCLUDE IT IN THE FISCAL YEAR 2010 COUNTY BUDGET AND COLLECT A $10 FILING FEE ON CERTAIN CIVIL CASE FILINGS AS REQUIRED BY HOUSE BILL 3637 ENACTED BY THE 81ST LEGISLATURE REGULAR SESSION.
Added to consent.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON 116 JOB DESCRIPTIONS IN 10 JOB FAMILIES THAT WERE AFFECTED BY THE CLASSIFICATION AND COMPENSATION THREE-YEAR STRATEGIC PLAN JOB ANALYSIS PROJECTS, IN ACCORDANCE WITH TRAVIS COUNTY CODE SECTION 10.080, JOB DESCRIPTIONS.
Video
Text

JUSTICE AND PUBLIC SAFETY ITEMS

14. CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF AGREEMENT BETWEEN TEXAS MILITARY FORCES AND TRAVIS COUNTY REGARDING A SECURE LANDING ZONE AT CAMP MABRY FOR STAR FLIGHT AIRCRAFT.
Added to consent.

15. RECEIVE UPDATE ON THE JOINT APPLICATION FOR THE HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM GRANT.
Video
Text

13

PURCHASING OFFICE ITEMS

16. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR IMPERIAL VALLEY DRIVE DRAINAGE IMPROVEMENTS, IFB NO. B090276-LP, TO THE LOW BIDDER, SMITH CONTRACTING COMPANY, INC.
Added to consent.

17. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. PS080113RE, ENCOMPASS MEDICAL MANAGEMENT, FOR EVALUATION SERVICES.
Added to consent.

18. APPROVE MODIFICATION NO. 1, AN ASSIGNMENT OF CONTRACT NO. 09T00199OJ, FROM CORPORATE EXPRESS TO STAPLES ADVANTAGE.
Pulled from the agenda.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING WITH THE COUNCIL ON SEX OFFENDER TREATMENT TO HOUSE SEX OFFENDERS AT THE TRAVIS COUNTY DEL VALLE CORRECTIONAL COMPLEX.
Added to consent.

20. CONTRACT MODIFICATION AND EXTENSION OF CONTRACT 696-PD-0-1-L-L0306 M-009 BETWEEN THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE AND TRAVIS COUNTY FOR THE HOUSING OF RELEASEES AT THE TRAVIS COUNTY DEL VALLE CORRECTIONAL COMPLEX.
Video
Text

21. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 6) TO CONTRACT NO. 03T00288OJ, APPRISS, INC., FOR THE TEXAS VINE SERVICES AGREEMENT.
Video
Text

22. APPROVE CONTRACT AWARD FOR ELECTRONIC MEDICAL RECORDS AND PHARMACY INFORMATION MANAGEMENT SYSTEM, RFP NO. P080266-SW, TO THE MOST QUALIFIED RESPONDENT, SIMPLICITY HEALTHCARE SYSTEMS.
Video
Text

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOTS 2 AND 3, BLOCK B, ANGEL BAY SUBDIVISION (2 TOTAL LOTS). (COMMISSIONER HUBER)
Added to consent.

24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO ABANDON A 0.248 ACRE PORTION OF THE MANSFIELD DAM COURT RIGHT OF WAY. (COMMISSIONER HUBER)
Added to consent.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF DAVID SHORE, TRAVIS COUNTY GIS PROGRAM COORDINATOR, TO THE CAPITAL AREA COUNCIL OF GOVERNMENT'S GEOGRAPHIC INFORMATION SYSTEM PLANNING COUNCIL.
Added to consent.

26. RECEIVE BRIEFING FROM STAFF ON THE LOW-INCOME VEHICLE REPAIR AND REPLACEMENT PROGRAM.
Video
Text

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS:
Postponed.

A. CALL DOWN FUNDS FOR CERTAIN STREETS BOUNDING THE FOLLOWING SUBDIVISIONS IN AREAS NOW ANNEXED BY THE CITY OF PFLUGERVILLE: SPRINGBROOK COMMERCIAL LOT 1, SPRINGBROOK COMMERCIAL LOT 2 AND SPRINGBROOK GLEN; AND
B. INTERLOCAL AGREEMENT WITH THE CITY OF PFLUGERVILLE FOR THE TRANSFER OF BOUNDARY STREET FISCAL FOR ROADS ANNEXED BY THE CITY OF PFLUGERVILLE. (COMMISSIONER ECKHARDT)

28. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PURCHASE TWO TORO GROUNDMASTER MOWERS FOR RIGHT OF WAY MAINTENANCE FROM PROFESSIONAL TURF PRODUCTS THROUGH BUY BOARD COOPERATIVE PURCHASING.
Video
Text

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING RESOLUTION ADOPTING HOUSE BILL 2833, RELATING TO CERTAIN BUILDING CODE STANDARDS APPLICABLE TO THE UNINCORPORATED AREAS OF CERTAIN COUNTIES; PROVIDING A PENALTY, ENACTED BY THE 81ST LEGISLATURE REGULAR SESSION, AND A DESCRIPTION OF THE TRAVIS COUNTY IMPLEMENTATION PLAN.
Postponed.

OTHER ITEMS

30. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
Added to consent.

31. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FISCAL YEAR 2010 DISTRICT CLERK'S RECORDS MANAGEMENT PLAN.
Added to consent.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERIM CHARGES FOR THE 81ST TEXAS LEGISLATURE, INCLUDING:
Postponed.

A. SUGGESTED TOPICS FOR SUCH CHARGES, AND
B. RECOMMENDATIONS FOR PROPOSING SUCH CHARGES TO THE APPROPRIATE MEMBERS OF THE LEGISLATURE.

33. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO MAKE CHANGES TO THE HUMAN RESOURCES MANAGEMENT DEPARTMENT OPEN ENROLLMENT PROCEDURE TO ADDRESS EQUITY ISSUES IN THE AFFIDAVIT REQUIREMENT FOR COVERAGE OF SIGNIFICANT OTHERS/DOMESTIC PARTNER, SPONSORED DEPENDENT OR CHILD OF DOMESTIC PARTNER. (COMMISSIONER ECKHARDT)
Video
Text

34. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
Postponed.

A. RECEIVE BRIEFING ON RECOMMENDATION FROM THE PARKING SUBCOMMITTEE REGARDING PARKING ADMINISTRATOR POSITION;
B. REQUEST TO APPOINT MEMBERS OF NEW PARKING COMMITTEE;
C. CHARGE NEW PARKING COMMITTEE TO REVISE CURRENT PARKING POLICY, DEVELOP AND ADMINISTER PARKING GRIEVANCE PROCESS, AND IMPLEMENT CERTAIN RECOMMENDATIONS MADE IN THE PARKING COMMITTEE REPORT. (COMMISSIONER

15

ECKHARDT)

35. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF JULY 2009.
Added to consent.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS ASSOCIATED WITH THE 2009 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN INCLUDING THE APPROVAL OF RECIPIENT FEDERATIONS AND CHARITIES FOR USE IN THIS YEAR'S CAMPAIGN.
Postponed.

37. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR TRAVIS COUNTY TO PAY FOR INTERPRETER USED IN THE CONSOLIDATED HEARINGS OF TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC) V. MERCED AND GRACIELA BENITEZ AND TABC V. LOS COMALES, INC.
Video
Text

38. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING:
Video
Text

A. THE HIRING PROCESSES AND SCHEDULE TO FILL THE FOLLOWING POSITIONS:

1. CERTAIN POSITIONS IN THE HUMAN RESOURCES MANAGEMENT DEPARTMENT;

2. DIRECTOR, HUMAN RESOURCES MANAGEMENT DEPARTMENT; AND

3. EXECUTIVE MANAGER, ADMINISTRATIVE OPERATIONS; AND

B. INTERIM ASSIGNMENTS AND RELATED ACTIONS, AS APPROPRIATE.

EXECUTIVE SESSION ITEMS
Video
Text

Note 1 Gov't Code Ann 551.071, Consultation with Attorney
Note 2 Gov't Code Ann 551.072, Real Property
Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

39. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND OUTSIDE COUNSEL, RENEA HICKS, ESQ. AND TAKE APPROPRIATE ACTION REGARDING THE MATTER OF NORTHWEST AUSTIN M.U.D. V. HOLDER IN THE SUPREME COURT OF THE UNITED STATES. 1
Postponed.

40. CONSIDER AND TAKE APPROPRIATE ACTION ON THE COMMISSIONERS COURT'S POLICY REGARDING THE USE OF EMINENT DOMAIN FOR THE ACQUISITION OF OPEN SPACE, PARK, AND/OR RECREATIONAL USE LAND AND ADOPT AMENDMENTS AND REVISIONS TO SUCH POLICY AS NEEDED. (COMMISSIONER DAVIS) 1

41. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. AN OFFER TO SELL APPROXIMATELY 25 ACRES OF UNDEVELOPED LAND LOCATED SOUTH OF BURLESON ROAD AND EAST OF U.S. 183 SOUTH IN PRECINCT FOUR, FOR

16

INCLUSION IN THE ONION CREEK OPEN SPACE PARKLAND - 2005 BOND PROJECT; AND
B. REQUEST THE COUNTY AUDITOR TO ISSUE A CHECK FOR $15,664 TO HERITAGE TITLE COMPANY OF AUSTIN UPON FULL EXECUTION OF THE CONTRACT AND FULL AUDIT OF THE CLAIM AND THE COUNTY TREASURER TO RELEASE THE CHECK TO THE VENDOR. (COMMISSIONER GÓMEZ) 1 AND 2

42. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN AGREEMENT TO ACCEPT AN OFFER FROM CARMA EASTON, INC. TO CONVEY APPROXIMATELY THREE ACRES OF FEE TITLE INTEREST AND EASEMENT RIGHTS (PARCEL #1 AND 1E) TO TRAVIS COUNTY IN EXCHANGE FOR 2,820 SQUARE FEET OF UNUSED, EXCESS RIGHT OF WAY (PARCEL #2), FOR CONSTRUCTION OF THE 2001 BOND PROGRAM, MCKINNEY FALLS PARKWAY IMPROVEMENT PROJECT, LOCATED IN PRECINCT FOUR. (COMMISSIONER GÓMEZ) 1 AND 2

43. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON ISSUES RELATED TO MANCHACA COMMUNITY CENTER LOCATED AT 1310 FM 1626. (COMMISSIONER HUBER) 1
Pulled from the agenda.

AT 2:30 P.M. OR UPON ADJOURNMENT OR RECESS OF THE COMMISSIONERS COURT

44. CONDUCT HEARING AND TAKE APPROPRIATE ACTION ON APPEAL FROM JUNE 17, 2009 TRAVIS COUNTY GRIEVANCE PANEL DECISION IN NANCY DIMAS V. JUSTICE OF THE PEACE, PRECINCT 5, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K). 1 AND 3

CONSENT ITEMS
Video
Text

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSIONS OF AUGUST 4 AND 11, 2009.

C3. APPROVE SETTING OF A PUBLIC HEARING DATE OF SEPTEMBER 8, 2009 TO RECEIVE COMMENTS REGARDING A PROPOSED STREET NAME ASSIGNMENT FOR A PRIVATE EASEMENT TO BE KNOWN AS "HOUND DOG TRAIL" OFF FM 969, EAST OF STATE HIGHWAY 130 IN PRECINCT ONE. (COMMISSIONER DAVIS)

ADDED ITEMS

A1. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO INSTALL THE SUPPLY AND RETURN LINE WITHIN PUBLIC UTILITY EASEMENTS AT 15212 GENERAL WILLIAMSON DRIVE. (COMMISSIONER HUBER)
Video
Text

A2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THIRD AMENDMENT TO PURCHASE CONTRACT WITH GRASON VOLENTE INVESTMENTS, LTD. FOR BALCONES CANYONLANDS PRESERVE LAND. (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)
Video
Text

A3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING FINAL PAYMENT (RETAINAGE) TO UNISM DEVELOPMENT CO. INC., A SUBCONTRACTOR OF FAULKNERUSA, FOR WORK PERFORMED ON THE TRAVIS COUNTY CORRECTIONAL COMPLEX ADDITIONS AND ALTERATIONS PROJECT.
Video
Text

17

ADJOURN

AGENDA
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 (GOLDEN TRIANGLE)
VOTING SESSION

TUESDAY, AUGUST 25, 2009, AT 1:30 P.M. OR
UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT
Video
Text

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.

ADJOURN

AGENDA
TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 (GALLERIA)
VOTING SESSION

TUESDAY, AUGUST 25, 2009, AT 1:30 P.M. OR
UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT
Video
Text

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.

ADJOURN

AGENDA
TRAVIS COUNTY HOUSING FINANCE CORPORATION
VOTING SESSION

TUESDAY, AUGUST 25, 2009, AT 1:30 P.M. OR
UPON ADJOURNMENT OR RECESS OF COMMISSIONERS COURT
Video
Text

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A PLAN TO FUND A NEW POSITION FOR AN ADMINISTRATOR FOR FEDERAL GRANTS AND CONTRACTS.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO EXECUTE A SUBORDINATION AGREEMENT FOR A HOME BUYER WHO WANTS TO REFINANCE THEIR FIRST LIEN MORTGAGE.

ADJOURN

TEXAS CONFERENCE OF URBAN COUNTIES (CUC) LUNCHEON

WEDNESDAY, AUGUST 26, 2009, AT 12:00 NOON
SHERATON HOTEL
701 EAST 11TH STREET, AUSTIN, TEXAS

A QUORUM OF THE COMMISSIONERS COURT MAY ATTEND

AGENDA

TRAVIS COUNTY COMMISSIONERS COURT

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WORK SESSION

THURSDAY, AUGUST 27, 2009, AT 1:30 P.M.
314 W. 11TH STREET, COMMISSIONERS COURTROOM, 1ST FLOOR
AUSTIN, TEXAS 78701

1. DISCUSS IMPACT OF THE 81ST LEGISLATURE ON TRAVIS COUNTY.
Video

2. DISCUSS TRAVIS COUNTY NORTH CAMPUS MASTER PLAN.
Video

3. DISCUSS TRAVIS COUNTY CODE CHAPTER 34, VEHICLE/HEAVY EQUIPMENT REPLACEMENT POLICY, ESPECIALLY THE CURRENT IMPACT ON CONSTABLES OFFICES.
Video

ADJOURN

Backup Materials Pilot Project

Travis County has begun providing backup materials for Commissioners Court meetings as a pilot project. Backup materials may not contain all revisions or additions and may not be available for all meetings.

Last Modified: Thursday, August 27, 2009 8:03 PM

Your comments and suggestions are always welcome, or you may contact the Webmaster directly.

Travis County provides this World Wide Web (WWW) site information and services "as is" without warranty of any kind, either express or implied. Travis County does not warrant the accuracy, authority, completeness, usefulness, timeliness, or fitness for any particular purpose of the WWW site information or services. Travis County and its officials and employees shall not be liable for any loss or injury caused in whole or in part by its negligence, contingencies beyond its control, or errors or omissions in the WWW site information or services.

Budget Adjustment: 21043

Fyr _ Budget Type: 2010-Reg	Author: 12 - MACIK, NICHOLAS	Created: 4/20/2010 4:13:18 PM
PBO Category: Transfer	Court Date: Tuesday, May 4 2010	Dept: INFORMATION & TELECOMMUNI
Just: CommCodeRq	Cell Phone Allowance Slot No. 116	

From Account	**Acct Desc**	**Project**	**Proj Desc**	**Amount**
001-1230-523-3001	OFFICE EQUIP,FURN, & SUPP			195
				195

To Account		Project	Amount
001-1230-523-4107	CELL PHONE ALLOWANCE		165
001-1230-523-2002	FICA TAX - OASDI		10
001-1230-523-2005	RETIREMENT CONTRIBUTION		18
001-1230-523-2007	FICA TAX - MEDICARE		2
			195

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	4/20/2010 4:13:33 PM
DepOffice	12	NICHOLAS MACIK	4/20/2010 4:39:36 PM

PBO Concurs
RDC 4/22/10
Margaret Mellis 4/27/10

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Updated 04-29-10 at 3:53pm

Rev. 11-13-2008

Travis County Monthly Cellular Service Allowance
REQUEST FORM

Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

Official/Department Head Signature and Date — *effective date* 4/21/10

WSC 3/24/10

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	**$10/mo**	**$20/mo**	**$30/mo**
A, 623833, Network Engineer I Jesse Gutierrez	☐	☐	☑
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

Comments:

Reviewed by PBO — *signature and date* 4/22/10

Approved by Commissioner's Court — *Date*

Processed by Auditor's Office — *signature and date*

Return a copy to: Chuck Brotherton, Emergency & Wireless Communications Manager
Travis County Emergency Services
Phone 854-4895
Fax 854-4786
Email Charles.Brotherton@co.travis.tx.us

Updated 04-29-10 at 3:53pm

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

Amount	Dept Transferred Into	Date	Explanation
$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	Reimbursement Resolution - Real Estate
($325,000)	Facilities	12/22/09	Reimbursement Resolution - Real Estate
($25,000)	TNR	3/23/10	Envision Central Texas
($20,000)	Facilities	3/23/10	Due Diligence Inspections
($250,000)	Facilities	3/30/10	Ernest Money for 700 Lavaca Bldg
($485,009)	Facilities	3/30/10	Construction/FFE/ITS/moves for HHS Lease
($11,177)	Facilities	3/30/10	New HHS lease for one month
($43,497)	Purchasing	4/6/10	FTE - Purchasing Agent IV
($1,200)	Purchasing	4/6/10	FTE - Office Equip, Furn & Supp
($29,771)	PBO	4/13/10	Reimbursement Resolution - Broaddus Mod.6
$11,375	HHS	4/16/10	Canceled Purchase Orders
($93,565)	County Attorney	4/27/10	New Atty. & Legal Secretary/Land Use Issues
($42,907)	General Adminstration	4/27/10	Waller Creek TIF
$99,688	Various Dept.	4/22/2010	Canceled Purchase Orders
$2,001,908	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($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
($1,731,688)	**Total Possible Future Expenses (Earmarks)**

$270,220 Remaining Allocated Reserve Balance After Possible Future Expenditures

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Updated 04-29-10 at 3:53pm

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

Amount	Dept Transferred Into	Date	Explanation
$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
($2,403)	ITS	4/6/10	Office Equip, Furn & Supp - Purchasing FTE
($357)	ITS	4/6/10	Educ,Com, Eq & Supp - Purchasing FTE
$394,653	**Current Reserve Balance**		

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

Amount	Explanation
($95,500)	Failing Vehicles
($95,500)	**Total Possible Future Expenses (Earmarks)**

$299,153 Remaining CAR Balance After Possible Future Expenditures

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
$4,950,000			Beginning Balance
$4,950,000	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$1,000,000			Beginning Balance
$1,000,000	**Current Reserve Balance**		

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
$250,000			Beginning Balance
$250,000	**Current Reserve Balance**		

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
$500,000			Beginning Balance
$500,000	**Current Reserve Balance**		

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
$43,092			Beginning Balance
$43,092	**Current Reserve Balance**		

Updated 04-29-10 at 3:53pm

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

Amount	Dept Transferred Into	Date	Explanation
$43,812,685			Beginning Balance
($2,161,824)	ITS	12/15/09	Reimbursement Resolution-Computer Equip.
($50,000)	Tax	12/15/09	Reimbursement Resolution - Web Browser Software
($2,264,000)	Facilities	12/15/09	Reimbursement Resolution - AHU/HVAC upgrades at Gault and EOB
($7,189,337)	EMS	2/23/10	Reimbursement Resolution - purchase & completion of new SF aircraft and 2 aircraft contracts
($735,000)	Facilities	4/6/10	Reimbursement Resolution - Airport Blvd. Property Purchase
$31,412,524	**Current Reserve Balance**		

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Item 27

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

05-04-10

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

a) Annual application to the Office of Attorney General for the Juvenile Probation Department to continue the Access and Visitation – Cooperative Parent Program to promote compliance with court orders regarding child access and visitation, and;

b) Annual application to the State of Texas – Auto Burglary and Theft Prevention Authority (ABTPA) for the Sheriff's Office to continue Sheriff's Combined Auto Theft Task Force (SCATTF) Program to reduce auto theft rates in the 15 county task force area.

Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

_____Transfer of existing funds within or between any line item budget

_____Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

5/4/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2010

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

	Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	ARRA
Applications												
a	45	Access and Visitation - Cooperative Parent Program	09/01/2010 - 8/31/2011	$29,870	$2,987	$0	$32,857	0	R	S	13	
b	37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2010 - 8/31/2011	$655,899	$319,936	$0	$975,835	11	R	EC	45	

PBO Notes:
R - PBO recommends approval.
NR - PBO does not recommend approval
D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload
S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

FY 2010 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2009, and the notification of award has not yet been received.
American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	$8,517	$0	$0	$8,517	0	10/6/2009
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	$430,945	$0	$0	$430,945	0	10/6/2009
14	***American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation***	***12/4/2009-4/30/2011***	***$2,000,000***	***$360,000***	***$40,000***	***$2,400,000***	***0***	***10/27/2009***
58	RSVP	10/1/2009 - 9/30/2010	$61,281	$6,128	$0	$67,409	0	11/24/2009
12	BJA Federal SAVNS - Courts Only	11/30/2009 - 3/31/2011	$22,972	$0	$0	$22,972	0	12/8/2009
49	Transportation Enhancement Program	FY 2011 - FY 2014	$3,419,066	$854,766	$0	$4,273,832	0	12/8/2009
37	***Recovery Act - STOP Violence Against Women Act (ARRA) TC Expedited Victim Restoration Grant***	***4/1/2010 - 3/31/2011***	***$10,080***	***$0***	***$0***	***$10,080***	***0***	***12/15/2009***
37	***Recovery Act - STOP Violence Against Women Act (ARRA) Amended 12/15/09 application TC Expedited Victim Restoration Grant***	***4/1/2010 - 3/31/2011***	***$64,599***	***$0***	***$0***	***$64,559***	***1***	***12/22/2009***

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47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	$67,200	$67,200	$0	$134,400	0	12/29/2009
58	AmeriCorps	8/1/2010 - 7/31/2011	$295,290	$164,583	$104,598	$564,471	0	1/19/2010
45	JABG (Local) Juvenile Assessment Center	9/1/2010 - 8/31/2011	$110,115	$12,235	$0	$122,350	1.37	1/26/2010
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	$430,945	$0	$0	$430,945	0	2/2/2010
45	Juvenile Drug Court and In-Home Family Services	9/1/2010 - 8/31/2011	$178,200	$19,800	$0	$19,800	0.24	2/9/2010
Multi ple	Family Violence Protection Team	10/1/2010 - 9/30/2012	$699,507	$168,239	$0	$867,746	4.5	2/9/2010
37	TXDOT Selective Traffic Enforcement Program - FY2011 STEP Wave	10/1/2010 - 9/30/2011	$10,702	$1,925	$0	$12,627	0	2/16/2010
45	Grant to Expand Substance Abuse Treatment Capacity for Juvenile Treatment Drug Court	10/1/2010 - 9/30/2011	$324,830	$48,289	$0	$273,119	3	2/23/2010
24	Travis County Veteran's Court	4/1/2010 - 8/31/2010	$48,895	$0	$0	$48,895	1	3/2/2010
19	Family Violence Accelerated Prosecution Program	9/12010 - 8/31/2011	$88,948	$31,220	$16,675	$136,843	1.5	3/2/2010
45	Front End Therapeutic Services Program	9/1/2010 - 8/31/2011	$28,000	$0	$0	$28,000	0	3/2/2010
45	Eagle Resource Project	09/1/2010 - 8/31/2011	$49,844	$0	$0	$49,884	0	3/2/2010
45	Travis County Eagle Re-Entry Program	10/1/2010 - 9/30/2011	$382,685	$0	$382,685	$765,370	6.45	3/2/2010
37	TCSO Child Abuse Victim Services Personnel	10/1/2010 - 9/30/2011	$39,926	$9,982	$0	$49,908	1	3/2/2010

58	Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	$122,573	$0	$0	$122,573	0	3/9/2010
40	OVW FY 2010 Safe Havens: Supervised Visitation and Safe Exchange	10/1/2010 - 9/30/2013	$400,000	$0	$0	$400,000	0	3/9/2010
39	Grants to Expand Substance Abuse Treatment Capacity for Adult Drug Courts RFA No. T1-10-011	10/1/2010 - 9/1/2013	$619,356	$0	$0	$619,365	0	3/9/2010
22	Family Drug Treatment Court (Grant #1974704)	9/1/2010 - 8/31/2011	$184,981	$0	$0	$184,981	2	3/16/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	$188,422	$0	$0	$188,422	1	3/16/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	$206,003	$0	$0	$206,003	2	3/30/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	$234,391	$0	$0	$234,391	1	3/30/2010
55	***Mental Health Public Defender Expansion Grant***	***09/01/2010 - 8/31/2012***	***$200,000***	***$50,000***	***$0***	***$250,000***	***2***	***4/6/2010***
45	Travis County COPE (Collaborative Opportunities for Positive Experiences) Expansion Program	10/1/2010 - 9/30/2012	$199,986	$0	$49,998	$249,984	1.38	4/6/2010
45	Leadership Academy Dual Diagnosis Unit - Residential Substrance Abuse Treatment Program	10/01/2010 - 9/30/2011	$142,535	$47,512	$0	$190,047	1.82	4/6/2010
37	Target & Blue Law Enforcement Grant	10/1/2010 - 9/30/2011	$2,000	$0	$0	$2,000	0	4/13/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	$500,000	$0	$0	$500,000	1	4/20/2010

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37	State Criminal Alien Assistance Program - SCAAP 10	7/1/2008 - 6/30/2009	$39,278,809	$0	$0	$39,278,809		4/20/2010
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2010 - 9/30/2013	$350,000	$80,000	$36,667	$466,667	1.5	4/27/2010
			$51,401,603	$1,921,879	$630,623	$53,675,914	33.76	

Updated 04-29-10 at 3:53pm

FY 2010 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2009

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	***Energy Efficiency and Conservation Block Grants - Recovery (ARRA)***	***10/2009 - 04/2011***	***$2,207,900***	***$0***	***$0***	***$2,207,900***	***0***	***10/6/2009***
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	$6,000,000	$1,575,000	$0	$7,575,000	0	10/6/2009
58	**2009 Phase 27 ARRA Emergency Food and Shelter Program**	**04/01/2009 - 12/31/2009**	**$41,666**	**$0**	**$0**	**$41,666**	**0**	**10/6/2009**
19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	$193,750	$35,715	$119,504	$348,969	3	10/6/2009
47	Emergency Management Performance Grant	10/01/08 - 9/30/09	$67,200	$67,200	$0	$134,400	0	10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	$3,198,032	$0	$0	$3,198,032	0	10/13/2009
58	Title IV-E Child Welfare Services	10/1/2009 - 9/30/2010	$57,360	$0	$0	$57,360	1	10/20/2009
59	Travis County STAR Flight Equipment Enhancement	10/1/2009 - 11/30/2011	$75,000	$0	$0	$75,000	0	10/27/2009
39	Travis County Adult Probation DWI Court	9/1/2009 - 8/31/2010	$210,315	$0	$0	$210,315	1	11/3/2009
22	Family Drug Treatment Court	9/1/2009 - 8/31/2010	$108,350	$0	$0	$108,350	1	11/3/2009
45	Drug Court/In-Home Family Services Grant	9/1/2009 - 8/31/2010	$157,500	$17,500	$0	$175,000	0	11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	$102,888	$34,296	$0	$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	$100,000	$0	$0	$100,000	0	11/17/2009

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Updated 04-29-10 at 3:53pm

37	***2009 Byrne Justice Assistance Grant (ARRA)***	***3/1/2009 - 2/28/2013***	***$495,000***	***$0***	***$0***	***$495,000***	***0***	***11/17/2009***
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/09 - 8/31/2012	$590,797	$0	$0.00	$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	$1,000,000	$1,000,000	$0.00	$2,000,000	0	11/17/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	9/1/2009 - 8/31/2010	$23,800	$23,800	$0	$47,600	0	11/17/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	10/24/2009 - 10/25/2009	$7,000	$0	$0.00	$7,000	0	11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	$106,905	$0	$0	$106,905	0	11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	$30,000	$10,000	$0	$40,000	0	12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	$988,279	$0	$0	$988,279	0	12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	$20,000	$0	$0	$20,000	0	12/15/2009
23	Project Safe Neighborhoods	12/1/2009 - 12/31/2010	$29,410	$0	$0	$29,410	1	1/5/2010
58	RSVP	10/1/2009 - 9/30/2010	$61,281	$6,128	$0	$67,409	0.5	2/2/2010
58	Atmos Energy Keeping the Warmth Program	2/12/2010 - 1/31/2010	$25,000	$0	$0	$25,000	0	2/9/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant	2/16/2010 - 12/31/2010	$8,517.96	$0	$0	$8,517.96	0	2/16/2010
58	***Parenting in Recovery***	***9/30/2009 - 9/29/2010***	***$508,690.70***	***$80,000.00***	***$45,000.00***	***$633,690.70***	***1***	***2/23/2010***

55	***Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)***	***10/1/2009 - 9/30/2010***	***$487,359***	***$0***	***$0***	***$487,359***	***0***	***2/23/2010***
58	Comprehensive Energy Assistance Program (CEAP)	1/1/2010 - 12/31/2010	$2,934,664	$0	$0	$2,934,664	0	3/2/2010
58	***ARRA WAP - Weatherization Assistance Program***	***9/1/2009 - 8/31/2011***	***$2,311,350***	***$0***	***$0***	***$2,311,350***	***0***	***3/2/2010***
49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	5/6/2008 - 8/31/2010	$1,259,730.11	$0	$0	$1,259,730.11	0	3/9/2010
55	Office of Child Representation	10/1/2009 - 9/30/2010	$239,662	$443,338	$0	$673,000	8	3/16/2010
55	Office of Parental Representation	10/1/2009 - 9/30/2010	$190,160	$482,840	$0	$673,000	8	3/16/2010
58	SVCI (Seniors and Volunteers for Childhood Immunization)	9/1/2009 - 8/31/2010	$8,845.20	$0	$0	$8,845.20	0.25	3/30/2010
58	Casey Family Programs Community and	1/1/2010 -	$80,000	$0	$0	$80,000	1	3/30/2010
58	RSVP	10/1/2009 - 9/30/2010	$63,119	$6,312	$0	$69,431	0.5	3/30/2010
37	2007 LETTP	10/12/2007 - 2/28/2010	$99,240	$0	$0	$99,240	0	3/30/2010
58	SVCI (Seniors and Volunteers for Childhood Immunization) Advisiory Council	10/1/2009 - 9/30/2010	$4,000	$0	$0	$4,000	0.25	4/13/2010
58	ARRA WAP - Weatherization Assistance Program	9/1/2009 - 8/31/2011	$2,311,350	$0	$0	$2,311,350	0	4/13/2010
37	Auto Theft Prevention Authority Supplemental Grant	4/1/2010 - 8/31/2010	$37,300	$0	$0	$37,300		4/27/2010
			$26,441,421	$3,782,129	$164,504	$30,378,054	29.83	

Updated 04-29-10 at 3:53pm

FY 2010 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	$5,084	$5,084	$10,168	1	8/18/2009	11/3/2009	Yes
45	Residential Substance Abuse Treatment	$8,994	$8,994	$17,988	1	9/22/2009	11/10/2009	Yes
22	Drug Court (State) Program	$5,084	$5,084	$10,168	1	10/6/2009	11/3/2009	Yes
58	Casey Family Programs Community and Family Reintegration Project	$9,726	$9,726	$19,452	1	12/22/2009	3/30/2010	Pending
58	*Comprehensive Energy Assistance Grant Program			$430,000		1/19/2010	3/2/2010	Pending
	Totals	$28,888	$28,888	$487,776	4			

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

Updated 04-29-10 at 3:53pm

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	$ 375,000	$ 250,000	$ 250,000	$ 375,000	$ 125,000	$ 500,000	$ -	$ 625,000	$ -	$ 625,000		$ 625,000
Criminal Justice Planning	Office of Parental Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.*	$ 300,000	$ 307,743	$ 100,000	$ 102,360	$ 50,000	$ 152,360	$ -	$ 152,360	$ -	$ 152,360	$ -	$ 152,360
Criminal Justice Planning	Office of Child Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.*	$ 300,000	$ 301,812	$ 100,000	$ 102,358	$ 50,000	$ 152,359	$ -	$ 152,359	$ -	$ 152,359	$ -	$ 152,359
Criminal Justice Planning	**Travis County Information Management Strategy for Criminal Justice (ARRA). *Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).***	**$ -**	**$ -**	**$ 487,359**	**$ -**	**$ -**	**$ 26,432**	**$ -**	**$ 26,432**	**$ -**	**$ 26,432**		**$ 26,432**
Facilities Management	**Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a $1.2 million County contribution in FY 10 to complete project.**		**$ -**	**$ 2,207,900**	**$ 1,292,000**		**$ -**		**$ -**		**$ -**		**$ -**
Travis County Sheriff's Office	**2009 Byrne Justice Assistance Grant (ARRA). *One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.***	**$ -**	**$ -**	**$ 123,750**	**$ -**	**$ 165,000**	**$ -**	**$ 165,000**	**$ -**	**$ -**	**$ -**		**$ -**
Community Supervision and Corrections	**Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) *Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.***	**$ -**	**$ -**	**$ 143,750**	**$ -**	**$ 143,750**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. *Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.*	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -

Updated 04-29-10 at 3:53pm

Transportation and Natural Resources	**Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated $13,741 contribution from the Road and Bridge Fund.**	$ -	$ -	$ 687,047	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Health and Human Services	**2009 Phase 27 ARRA Emergency Food and Shelter Program. *The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.***	$ 41,666	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Health and Human Services	Americorps. *Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.*	$ 288,139	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 281,297	$ -
Health and Human Services	Parenting in Recovery. *FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.*	$ 500,000	$ 77,726	$ 500,000	$ 80,000	$ 500,000	$ 80,000	$ 500,000	$ 80,000	$ -	$ 580,000	$ -	$ 580,000
Health and Human Services	**ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households**		$ -	$ 2,311,350	TBD	$ 2,187,544	TBD		$ -		$ -		$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) *Funds to be used for approx 39 water connections for Plainview Estates.*	$ 90,000	$ -	$ 136,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Health and Human Services	Community Development Block Grant (CDBG). *Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.*	$ 833,133	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,390	$ 223,908
	Totals	**$ 3,070,731**	**$ 1,161,189**	**$ 8,554,926**	**$ 2,175,626**	**$ 4,728,764**	**$ 1,135,059**	**$ 2,172,470**	**$ 1,260,059**	**$ 1,507,470**	**$ 1,760,059**	**$1,490,480**	**$1,760,059**

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	$ -	$ -	$ 2,164,599	$ 385,000	$ 100,000	$ 25,000	$ -	$ 125,000	$ -	$ 125,000	$ -	$ 125,000
Approved Contracts	$ 3,070,731	$ 1,161,189	$ 8,554,926	$ 2,175,626	$ 4,728,764	$ 1,135,059	$ 2,172,470	$ 1,260,059	$ 1,507,470	$ 1,760,059	$1,490,480	$1,760,059
Combined Totals	**$ 3,070,731**	**$ 1,161,189**	**$ 10,719,525**	**$ 2,560,626**	**$ 4,828,764**	**$ 1,160,059**	**$ 2,172,470**	**$ 1,385,059**	**$ 1,507,470**	**$ 1,885,059**	**$1,490,480**	**$1,885,059**

Updated 04-29-10 at 3:53pm

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS THAT ARE PENDING AWARD NOTIFICATION

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant. *One-time ARRA funding for lap tops for TCSO and one-time funding for a Victim Counselor, lap top computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.*	$ -	$ -	$ 64,599	$ -		$ -		$ -		$ -		$ -
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. *Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.*	$ -	$ -	$ 2,000,000	$ 360,000	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Criminal Justice Planning	Mental Health Public Defender Expansion Grant Will add two FTE, an attorney and case worker to the office. *Travis County would assume the full cost of the FTE after the grant period has ended. This grant is in addition to the current $625,000 grant with the Texas Task Force on Indigent Defense*	$ -	$ -	$ 100,000	$ 25,000	$ 100,000	$ 25,000	$ -	$ 125,000	$ -	$ 125,000		$ 125,000
	Totals	$0	$0	$2,164,599	$385,000	$100,000	$25,000	$0	$125,000	$0	$125,000	$0	$125,000

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

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GRANT SUMMARY SHEET

Check One:	Application Approval: ☒	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐

Department/Division:	Juvenile Probation Department
Contact Person/Title:	Alan Miller/Financial Analyst
Phone Number:	(512) 854-5628

Grant Title:	Access and Visitation-Cooperative Parent Program			
Grant Period:	From:	09/1/2010	To:	8/31/2011
Grantor:	Office of the Attorney General			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:			$0	$2,987		$2,987
Operating:	$29,870					$29,870
Capital Equipment:						
Indirect Costs:						
Total:	$29,870	0	$0	$2,987	0	$32,857
FTEs:						

Department	Review	Staff Initials	Comments
County Auditor	☒	DB	
County Attorney	☒	JC	

Performance Measures	**Projected FY 11 Measure**	**Progress To Date:**				**Projected FY 12 Measure**
Applicable Depart. Measures		12/31/10	3/31/10	6/31/10	9/30/12	
Telephone inquiries	2796	N/A	N/A	N/A	N/A	2796
Applicants	120	N/A	N/A	N/A	N/A	120
Orientation hours provided	36	N/A	N/A	N/A	N/A	36
Orientation attendees	180	N/A	N/A	N/A	N/A	180
Education hours provided (CPP classes offered)	216	N/A	N/A	N/A	N/A	216
Cooperative Parenting class attendees per year	996	N/A	N/A	N/A	N/A	996
Number of conflict resolution services provided per year	72	N/A	N/A	N/A	N/A	72
Counseling Referrals	36	N/A	N/A	N/A	N/A	36
Services provided by attorney	120	N/A	N/A	N/A	N/A	120

Active Cooperative Parenting Program cases (monthly average = 70 active cases per month)	840	N/A	N/A	N/A	N/A	840
Educational workshops conducted	48	N/A	N/A	N/A	N/A	48
Workshop attendees	600	N/A	N/A	N/A	N/A	600
Hearings avoided	48	N/A	N/A	N/A	N/A	48
Increased parenting time for non-custodial parent	144	N/A	N/A	N/A	N/A	144
Measures For Grant						
Telephone inquiries	2796	N/A	N/A	N/A	N/A	2796
Outcome Impact Description	Questions answered on the Visitation process in Travis County.					
Applicants	120	N/A	N/A	N/A	N/A	120
Outcome Impact Description	Number of people who formally apply to the Child Cooperative Parenting program. These parents are given offered visitation services.					
Orientation hours provided	36	N/A	N/A	N/A	N/A	36
Outcome Impact Description	Summary of program goals and services.					
Orientation attendees	180	N/A	N/A	N/A	N/A	180
Outcome Impact Description	Number of people to provide opportunity to provide program education.					
Education hours provided (CPP classes offered)	216	N/A	N/A	N/A	N/A	216
Outcome Impact Description	Nine hour required Cooperative Parent Classes (CPP).					
Cooperative Parenting class attendees per year	996	N/A	N/A	N/A	N/A	996
Outcome Impact Description	Total attendance of CPP classes for the year.					
Number of conflict resolution services provided per year	72	N/A	N/A	N/A	N/A	72
Outcome Impact Description	Settlement conferences and mediations conducted.					
Counseling referrals	36	N/A	N/A	N/A	N/A	36
Outcome Impact Description	Number of people referred to counseling.					
Active Cooperative Parenting Program cases	840	N/A	N/A	N/A	N/A	840
Outcome Impact Description	Number of cases actively enrolled in program. Receive on-going visitation services.					
Educational workshops conducted	48	N/A	N/A	N/A	N/A	48
Outcome Impact Description	Cooperative Parenting education workshops given.					
Workshop attendees	600	N/A	N/A	N/A	N/A	600
Outcome Impact Description	Number of people attending workshops.					
Hearings avoided	48	N/A	N/A	N/A	N/A	48
Outcome Impact Description	Case settlement.					
Increased parenting time for non-custodial parent	144	N/A	N/A	N/A	N/A	144
Outcome Impact Description	Monthly measurements of visitation for the non-custodial parent.					

Services provided by attorney	120	N/A	N/A	N/A	N/A	120
Outcome Impact Description	Legal work performed by attorney which include motions, hearings, negotiations, etc.					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the annual grant application to the Office of the Attorney General for the Access and Visitation Grant – Cooperative Parent Program. The program promotes compliance with Travis County court orders regarding child access and visitation. The grant requires a cash match that is met through existing resources.

PBO recommends approval of this request to continue the existing program.

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

This contract continues the existing Access and Visitation grant program for FY 11. The grant funds the on-going Cooperative Parenting Program, which promotes compliance with Travis County court orders regarding child access and visitation. This grant supports contracted services for counseling at LifeWorks and program operating expenses. This grant funds the instructor for the Cooperative Parenting Classes, attended by both applicants to DRO for visitation enforcement and by parents in family litigation ordered by the Travis County District Courts. This application will also expand to provide preventive workshops to parents in regards to Access and Visitation issues, and includes funds for Spanish interpreter for the workshops.

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

There are no long term funds County Funds associated with this grant. This is an option renewal for 2012.

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

The grant requires a 10% match. To meet this requirement, $2,987 has been included as the County's match and will be covered by utilizing the salary of the part time visitation attorney.

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

Indirect costs are a valid budget category but have not been requested as a part of this grant.

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

It is not anticipated that this program will discontinue. In the event the grant program were to terminate, the Department intends to request subsequent year continuation funding for this

program through other proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the project as well as other areas of the Domestic Relations Office

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

Not applicable.

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

Grant-funded contractors provide client assistance in the Access and Visitation program that cannot be provided at Domestic Relations because of conflicts of interest. These services include instruction of the Cooperative Parenting Program classes and family and individual counseling. The number of children who have access to both parents increases every year with every successful visitation case resolved, and this has the corresponding benefit of generally reducing conflict and increasing the regularity of child support payments.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: Alan Miller
Alan Miller
Financial Analyst

SUBJECT: FY10-11 Access and Visitation Cooperative Parent Program

DATE: April 20, 2010

Juvenile Probation Domestic Relations Office is requesting approval to submit an application for funding through the Office of the Attorney General for the Access and Visitation Grant. The Department is requesting funding in the amount of $29,870 and will supply the 10% required match through existing funds.

The grant funds the on-going Cooperative Parenting Program, which promotes compliance with Travis County court orders regarding child access and visitation. This grant supports contracted services with LifeWorks for counseling. This allows parents in the visitation enforcement program another option for optimal co-parenting. This grant funds the instructors for the Cooperative Parenting Classes, attended by both applicants to DRO for visitation enforcement and by parents in family litigation ordered by the Travis County District Courts.

Please review this item and place it on the **May 4, 2010** Commissioner's Court Agenda for their consideration and signature. If you have any questions, please give me a call at ext. 4-5628.

Thank you in advance for your attention to this request.

CC: Scot Doyal
Karen Miller
Ellie Ortiz
Jim Connolly
Dede Bell
Sylvia Mendoza

2515 South Congress Avenue ✱ Austin, Texas 78704 ✱ (512) 854-7000 Fax: (512) 854-7097

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

CHILD SUPPORT DIVISION

FAMILY INITIATIVES

Shared Parenting Grant Application
Fiscal Years 2011 and 2012

General Information

Full Legal Name of Entity	Travis County
Doing Business As	Travis County Juvenile Probation
Name/Title of Grant Application Contact	Karen Miller, Visitation Attorney
Name of Project	Access and Visitation – Cooperative Parenting Program
Amount Requested	$29,870
Award Funding Period	September 1, 2010 – August 31, 2011; option to renew
Mailing Address/P.O. Box	PO Box 1495
• **City**	Austin
• **State**	Texas
• **Zip**	78767
Physical Address	1010 Lavaca
• **County**	Travis
• **City**	Austin
• **State**	Texas
• **Zip**	78701
Type of Entity (Court, Local Government, Non-Profit)	Government
Website(s) & Social Media	www.traviscountydro.org
# of Paid Employees in Organization	4000
Texas Vendor ID# *(14 digits)*	17460001922000
Federal Employer ID# *(9 digits)*	74-6000192
Organization year end *(month, date, year)*	9/30/2010
Application Contact Name	Karen Miller
• **Title**	Visitation Attorney
• **Telephone Number**	(512) 854-9628
• **Fax Number**	(512) 854-9819
• **E-Mail Address**	karen.miller@co.travis.tx.us
Name of Project Financial Officer	Susan Spataro

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• **Title of Project Financial Officer**	County Auditor
• **Telephone Number**	512-854-9125
• **Fax Number**	512-854-6640
• **E-Mail Address**	susan.spataro@co.travis.tx.us
Name of Person Authorized to Sign Contracts on behalf of Applicant	The Honorable Samuel T. Biscoe
• **Title of Person Authorized**	County Judge
• **Telephone Number**	512-854-9555
• **Fax Number**	512-854-9535
• **E-Mail Address**	sam.biscoe@co.travis.tx.us
Debarment – Organization's current status, "Yes" or "No". If "Yes," please explain.	No
Geographical Areas to be Served (by county)	City of Austin/Travis County
Brief Description of Project	The Cooperative Parenting Program improves shared parenting communication, and de-escalates co-parenting conflict. Program goals include prevention, early intervention and casework and legal intervention in high conflict cases through coordinated services with non-custodial parents and fragile families like parent education, mediation, case management and legal enforcement of visitation orders.

Note: Type your response in the boxes after each question. Each box is a self-expanding table cell.

1. Historical Applicant Information

A. Briefly describe the development of the applicant=s organization. Who created the organization? For what purpose was the organization created and how has it evolved?

The Travis County Domestic Relations Office was created in 1952 for the purpose of collecting delinquent child support. Over the years, the organization has assumed other functions such as social studies for adoptions, custody evaluations, docketing for and compliance with case processing time frames in child abuse cases, child support registry duties and enforcement of child and medical support and visitation orders. Domestic Relations began enforcing visitation orders in the late 70's as part of its child support enforcement program. With the availability of federal grant money, through the Office of the Attorney General, the Domestic Relations Office was able to develop a separate visitation enforcement program with coordinated services that include cooperative parenting classes, assessment and counseling services, neutral exchange services, parent settlement conferences and legal enforcement. This assures non-custodial parents time with their children and helps children to have the benefit of two parents with less parental conflict.

Today the Domestic Relations Office acts as the family law arm of the District Courts. The goal of the Domestic Relations Office is to provide services to families in cases of separation, divorce,

termination of parental rights, abuse, adoption, and enforcement of court orders resulting from suits affecting the parent/child relationship. Domestic Relations is always mindful of the best interest of the children.

B. Describe in full the current operation of your program. List current services, the locations where services are offered, and number of parents served.

Currently, non-custodial parents who need visitation enforcement are asked to attend an orientation session held each Wednesday at the Domestic Relations Office, in downtown Austin. The visitation enforcement officer conducts an orientation session describing the Cooperative Parenting Program, services offered, and the agency's expectations of the Applicant. Currently, the program offers the following services:

1. Parenting Plan consultation with a licensed social worker and attorney
2. Informal mediation services
3. Cooperative Parenting classes, a nine hour co-parenting educational program
4. Neutral visitation exchanges, supervised and therapeutic supervised visitation services
5. Telephonic educational consultation about court orders and parenting plans, and referrals to appropriate agencies for additional services, when our program is inappropriate
6. Counseling services, when appropriate

Counseling services are currently offered through Lifeworks, a non-profit counseling group with three Austin locations. Visitation services like neutral exchanges and supervised visitation are offered through a network of providers who are part of the Kids Exchange network, and who have offices located throughout Travis County.

On average, our program currently serves approximately 150 parents each month.

C. Describe the overall vision and goals of the program. Discuss program strategies and target populations for services for the coming year.

Children deserve to have a relationship with both parents, free of co-parenting conflict. The Cooperative Parenting Program vision is to educate parents about the negative impact that ongoing inter-parental conflict has on children, and to provide parents with new skills to co-parent effectively, which will facilitate compliance with court orders.

Through the evolution of our program, it has become clearer that the earlier the intervention into co-parenting conflict, the more effective the service seems to be in de-escalating that conflict. Therefore, our expanded vision necessitates that we expand our program to intervene early, and prevent the co-parenting conflict whenever possible, by adding services that educate our target population about cooperative parenting strategies and tools to effectively share parenting. Of course, we will continue to offer services in cases where co-parenting conflict already exists.

Our goals include:

- Improving parental communication regarding children
- De-escalating co-parenting conflict
- Increasing quality parenting time for non-custodial parents
- Resuming the court-ordered parenting plan

Our target population consists of the non-custodial parent who has a child support case with the OAG. It is also our goal to target never married parents and ideally intervene early to prevent co-parenting conflict that so often occurs in the fragile family. We also plan to serve separated parents who have final, Travis County orders from other court dockets, when they experience co-parenting conflict that affects parenting time.

To implement our vision and goals, we plan to partner with area IV-D child support establishment offices and to attend IV-D court dockets and to conduct outreach to Travis County family court judges to inform them about our early intervention services. We will conduct seminars about our Cooperative Parenting Program to inform the courts (and its litigants), the schools (and the parents), and community service agencies (and their clients) about our services. We will distribute information packets with program materials and visitation calendars as teaching tools. We will offer mediation services at local IV-D offices, and conflict resolution meetings in our offices. We will also offer case management services, such as problem solving and parenting planning, and counseling and neutral exchange visitation services, when appropriate. Litigation services, such as settlement conferences and legal enforcement of cases will be offered when absolutely necessary.

D. Describe in full any recent experience in managing state or federal grant funds.

Travis County Juvenile Probation Department (TCJPD) has a history of managing both federal and state grant funds. In fact, TCJPD has a very diverse source of revenue, receiving funds from Office of the Governor's Criminal Justice Division, Texas Juvenile Probation Commission, U.S. Department of Justice, U.S. Department of Health & Human Services, Texas Department of Human Services, Austin Travis County Integral Care, the City of Austin, the Texas Attorney General and others. Under the umbrella of the Juvenile Probation Department, Domestic Relations Office (DRO) has managed the Access and Visitation grant since 2002, the ICSS contract since 2008 and the Community Supervision Contract since 2005.

The Department's Financial Services Unit holds the DRO accountable for financial efficiency and oversees the financial management of all grants. Beyond demonstrating financial efficiency, the DRO is able to demonstrate program effectiveness and has a sound plan for collecting data for measuring performance and outcomes. With each grant, DRO ensures that all financial and programmatic reports due are submitted in a timely manner.

2. Applicant Funding History

For the past three years, if appropriate, list private contributions/donations, any grant funding, and public funding amounts for **all** programs operated by your organization (whole dollars). If an adjustment is made for reporting year starting in a month other than January, please note in fiscal year (Starting Month) – (Ending Month). Ex.: Fiscal Year (Sept. 1 – Aug. 31).

Calendar Year: Jan. 1- Dec. 31 or Fiscal Year: ( ) – ( )				
Year	**Private Contributions / Donations**	**Grant Funds**	**Public Funds**	**Total Amount Funded**
2008	$0	$8,514,297	$29,212,143	$37,726,440
2009	$0	$8,436,855	$31,594,223	$40,031,078
2010	$0	$8,589,134	$30,899,982	$39,489,116

What is your organization's estimated funding for 2011 Shared Parenting services? Please include the source of funding and the program that will be funded.

Estimated Funding for FY 2011	
Source/Program *(if funding received from more than one source)*	**Amount**
County General Revenue Fund	$327,615

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Total Estimated Funding for FY 2011	$327,615

3. Applicant Fees for Service

Please identify **all fees** charged by your organization for services rendered whether grant related or not. **Please note that the United States Department of Health and Human Services (DHHS) has determined that no fee may be charged to provide the same services for which grant funds would be allocated.** In addition, no membership fees may be assessed as a condition of receiving grant-related services.

Domestic Relations collects a variety of fees including an annual fee for all child support orders, attorney's fees for child support enforcement, a one time $20 application fee for enforcement services, Guardian ad litem fees, hot check fees, probation fees, parenting class fees for parents NOT involved in the visitation enforcement program and child support income withholding issuance fees. All fees may be waived if parent is unable to pay. Recently, the decision was made to eliminate the $20 application fee for cases in the Cooperative Parenting Program.

4. Need for Proposed Project (10 points)

Describe in full the reason for submitting the grant application. Include responses to the following: How many noncustodial parents have IV-D child support cases in your service area? How does a Shared Parenting program fit in your community and your role in the community as a human services organization? What need does the outcome of the project meet? How was this need identified? How has your organization addressed this need in the past? Is the proposed service being offered by other entities in your area? If so, please explain the relationship to the service your entity is proposing. Where does the local IV-D child support office currently send those with requests for assistance with parenting time issues?

National studies demonstrate that serious damage is done to children by the absence of one parent from their life following divorce, or if their parents were never married.

Over 36,088 non-custodial parents in Travis County have an IV-D child support case and many of them need visitation services. The grant allows us to pay for qualified therapists, with group therapy experience, to teach the Cooperative Parenting Classes. The grant allows us to send family members, including children, when appropriate, to counseling. There are some families that cannot successfully resolve their co-parenting conflict without a therapeutic intervention.

Domestic Relations, and the Cooperative Parenting Program, acts as an arm of the District courts to help families in a variety of ways, when they are involved in family litigation. The Domestic Relations Office is the only service provider in Travis County that provides comprehensive visitation enforcement services.

There is high correlation between failure to pay child support and failure to visit. The non-custodial parent is far more likely to support his or her children if he/she is seeing them regularly. Children who have positive relationships with both parents are far more likely to be healthy and happy.

Most of the expenses of the Cooperative Parenting Program are paid for by Travis County. Counseling services cannot be offered by DRO, so contracting with a private provider is beneficial to our Cooperative Parenting Program, especially in cases where parents are uninsured. The Commissioners also appropriate $64,800 per year to DRO to purchase visitation services (such as neutral exchanges) from the Kids Exchange Network of providers.

Cooperative Parenting Program staff regularly holds informational/educational workshops for the two OAG field offices and CPP visitation brochures are provided in the local OAG field offices. The OAG field offices and the OAG regional call center regularly refer non-custodial parents to the Cooperative Parenting Program for assistance with visitation issues when the parent brings it to their attention. The program provides brochures to other non-profit agencies throughout Travis County and in the IV-D courtrooms, when allowed, by the IV-D Associate Judges.

5. Proposed Solution Narrative (Subsections A-J) (80 Points + up to 20 bonus points)

Describe in full your organization=s proposed solution for the need identified above. The narrative should identify how the OAG Shared Parenting Program priorities and required outcomes are being addressed in this solution. This description **must** include responses to the following section headings:

A. **Project Summary (5 points):** Summarize your organization=s proposed project, including a description of how noncustodial parents access to their children (**as defined in the Request for Applications**) will be impacted, an estimated number of parents to be served in the year that funding is requested and the cost per parent of services delivered.

The Cooperative Parenting Program will offer services to parents who experience problems with shared parenting on three different levels: prevention and education services, early intervention services, and services in high conflict cases. Our primary goal is to prevent shared parenting conflict within our target population, through education and mediation. We plan to achieve this by conducting educational workshops at IV-D establishment dockets, and within community social service agencies and the public school system.

We will address cases in need of early intervention services by providing Travis County family court judges educational materials for separated parents with new court orders. We hope to receive court referrals regarding fragile families in need of early intervention services. Additionally, we plan to partner with local IV-D child support offices to offer mediation services, at their location; in cases they have identified as needing cooperative parenting services.

To address the needs of fragile families with high conflict parenting issues, we will continue to hold weekly orientation sessions, and ask that they formally apply to our program. These sessions will describe the detailed services that our program offers to applicants like: parenting planning and problem solving by a licensed social worker and attorney, conflict resolution meetings (mediation) to identify barriers to cooperative parenting (and the tools needed to remove those barriers), neutral exchange services, counseling, and the nine-hour Cooperative Parenting course curriculum. Our program attorney will review orders for legal enforceability, and seek clarification of orders that fall short of being enforceable, when possible. In the highest conflict cases, after all services have been exhausted, the caseworker will refer the case to the program attorney for legal intervention. Prior to attending court, all parties will be offered another settlement opportunity in a Pre-trial conference.

Cooperative Parenting Classes are held on Tuesday and Wednesday evenings, and every second and fourth Saturday. There are six, hour and a half classes and a parent may start the classes at any point in the series. Both parents may be required to attend the classes. These classes include processing of issues and problems relating to preparing children for visits, providing beneficial and enjoyable access times, and helping children with re-entry when they return from a visit. Participants develop strategies that help them handle their feelings and disengage from the struggle with the other parent. All classes are held at the Domestic Relations Office. Travis County provides security guard services for the classes.

The impact of our program on the non-custodial parent's parenting time may vary depending on

the level of service the parent receives. Non-custodial parenting time should never be interrupted for parents who receive preventive and early intervention services. In the high conflict cases, the non-custodial parent's parenting time should increase, as parents are given tools to meet co-parenting challenges.

We estimate that in the 2011 grant budget year; we will serve 150 parents per month. The cost per parent for services delivered is $197.51 per parent. Costs include salaries, benefits, travel, supplies, contractual and other direct operating and indirect costs.

B. **Target Population (5 points):** Describe the target population (including the geographical area your organization plans to serve) and how your organization is qualified to serve the target population. This description should include how your agency will serve the priority populations of the OAG Access and Visitation Program: including the never-married population (approximately 65% of the parents in the OAG caseload were not married at the birth of their child).

The Cooperative Parenting Program is available to any parent with a Travis County court order for visitation. Domestic Relations is uniquely qualified to provide diverse services because of our connection to the District Courts, our ability to directly offer litigation services, case management, and parenting classes, and to refer parents for quality counseling and exchange services. No other entity in Travis County offers comprehensive services specific to the population involved in family law litigation concerning access and visitation.

Our office accepts any qualified applicant into the program. We continue to target outreach efforts to the local OAG field offices and local non-profits. We will continue to meet with management of the local field offices to establish more fluid lines of referrals for parents traversing the IV-D system. We will continue to creatively reach out to schools, law enforcement officials, hospitals, community centers and non-profits who may serve individuals in a fragile family, who need access and visitation services, not currently aware that assistance is available through the Domestic Relations Office.

We will expand our efforts to intervene early with the fragile family population by conducting regular workshops at the IV-D establishment dockets and mediation services in local child support offices.

C. **Bonus (5 points):** Describe how you will ensure that at least 80% of your caseload involves IV-D, OAG cases.

Domestic Relations continues to work with the local OAG field offices to offer educational workshops and materials for OAG staff for referrals to the Cooperative Parenting Program. DRO currently supervises at least 1,000 OAG child support probationers and continually refers these non-custodial parents to the Cooperative Parenting Program. With our expanded vision, we will further target OAG clients by giving workshops at IV-D establishment dockets and conducting mediation in local field offices.

D. **Bonus (15 points): Describe how your program will address concerns specific to forming families while addressing innovative, promising practices from existing research on fragile families. Please consider these goals in your organization's response:**

   a. Prepare unmarried parents to set goals to promote and create a healthy future for their children.

b. Help unmarried parents establish a positive co-parenting relationship that enables them to work together in raising their child.
c. Ensure the on-going and sustained involvement of both parents, especially the father, whenever possible in the children's lives.
d. Encourage the on-going payment of child support and provision of other forms of support by the non-custodial parent.
e. Prepare unmarried parents to make healthy decisions (with their child's best interests in mind) about their romantic and couple relationship.
f. Help unmarried parents with inter-generational issues and blended family issues, as appropriate.

The Cooperative Parenting Program will reach out to fragile families by increasing visibility in the community. We plan to partner with local IV-D child support offices to regularly provide education and mediation services, as needed (which will allow us to more specifically target fragile families). In mediation, we will help the fragile family identify potential barriers which may prevent ongoing involvement for the non-custodial parent with their children, and propose solutions to the problems. We can provide educational services to these families, to help them understand positive co-parenting relationships and the correlation between consistent child support payments and positive parental involvement. We will also use the opportunity to offer these parents a more extensive explanation of co-parenting tools to make healthy co-parenting decisions through our nine hour cooperative parenting curriculum.

E. **Program Services (10 points):** Describe the program services the proposed project will be delivering with a clear description of how the described services will lead to increased parenting time.

The use of prevention, early intervention, and specific strategies for high conflict cases will lead to increased parenting time. Our Cooperative Parenting Program will offer the following services to both prevent and remedy co-parenting conflict.

Preventive Measures include:

- Workshops at IV-D establishment dockets
- Mediation at IV-D child support offices
- Education regarding court orders for walk-in and telephone inquiries

Early Intervention Measures include:

- Court referrals from family court and IV-D judges
- Orientation
- Conflict resolution meetings (mediation)
- Counseling
- Neutral Exchange Visitation Services
- Cooperative Parenting classes

High Conflict Measures include:

- Legal referral to program attorney for legal enforcement action

These services will increase both parents' knowledge and understanding about how vital it is to the child's well-being to have a positive relationship with both parents. This understanding will result in increased parenting time for the non-custodial parent, and reduced co-parenting conflict. In the preventive/early intervention phases of our program, we hope to prevent an interruption in parenting involvement for the non-custodial parent before problems even start.

F. **Detailed Implementation Plan (20 points), describe and include:**

a. experience organization has with delivering education or other programs to low income and diverse ethnic groups,
b. proposed location(s) and information regarding bus and car access,
c. number of educators or other service providers and qualifications and credentials of those educators/other service providers,
d. Whether on-site childcare can be provided; if so, details of those services,
e. Itemized cost, if any, for providing services listed above,
f. recruitment and retention of participants into program services,
g. communication and collaboration with local child support office,
h. location of service delivery,
i. staff involved in service delivery, the roles each staff person will play in service delivery, how your organization will ensure cultural competency of staff, and plans for use of volunteers, how safety considerations will be addressed,
j. a detailed description of how parents will enter services, receive services, and exit services, and
k. experience the organization has working with Title IV-D courts.

The Cooperative Parenting Program has experience in contracting with therapists and attorneys to provide educational programs to low income families from diverse ethnic groups. This program has offered the nine hour Cooperative Parenting curriculum each week on Tuesday and Wednesday evenings and alternating Saturdays for several years. The Cooperative Parenting Program recently contracted with an attorney to provide Court Order Parent Education classes at the IV-D establishment docket. That same attorney is now our program attorney, and is looking forward to conducting the educational workshops again.

Recruitment of participants to the Cooperative Parenting Program come from educational sessions presented to local OAG child support staff, visitation brochures in OAG child support offices, courtrooms, local non-profits that primarily serve low income families, the Family Bar Association, civic clubs and information on the DRO web site. Some participants are referred by Guardians ad litem, local therapists, Judges and attorneys.

Primary service in high conflict cases will be delivered at the Domestic Relations Office, 1010 Lavaca Street, in downtown Austin, which has limited free parking, metered parking, and is located along city bus routes. Many locations throughout the county are available for neutral exchange visitation services through the Kids Exchange Network of providers. Parents needing counseling from LifeWorks have their choice of three locations: South at 3700 South 1st St., East Central at 2001 Chicon St., and North at 8913 Collinfield Dr. These locations make it easy for parents to access services and remain in the program. All locations are near bus stops and provide parking for those that come by car. The County employs a private security firm that resides in the lobby of DRO during working hours and outside the Cooperative Parenting Class locations on weeknights and Saturdays.

The visitation attorney is responsible for screening court orders of applicants, all litigation services, information and education about compliance with court orders, and some parent conferencing. She works for DRO on a part time basis. She also provides mediation services and will conduct educational workshops.

The visitation caseworker provides casework management, refers to appropriate services, and works with parents to resume visits in order to avoid litigation. The current visitation caseworker has a Master's degree in social work and as a result we have seen our litigation rates drop considerably. She also provides mediation services and will conduct educational workshops.

To facilitate the Cooperative Parenting Classes, Domestic Relations contracts with therapists that

have a master's degree or higher and have experience working in a therapeutic setting with groups, families and children.

Staff is trained annually in cultural diversity. This is a required training for all DRO staff. In addition, case staffing includes discussions and strategies around diversity issues. Spanish translators are available if needed. The County also provides deaf interpreters and they are available to the county departments as needed.

Entering, receiving, and exiting services:

- Educational workshops will be conducted at the IV-D establishment dockets, available to any parent attending the docket for the prevention tier of our strategy.
- Mediation services will be offered at the local IV-D offices.
- Parents formally enter the Cooperative Parenting Program by applying for services and meeting the guidelines for service, after attending a weekly orientation session, in high conflict cases.
- Parents receive a review of their court order from the attorney. Information from the caseworker is provided on how to document denials of access.
- After a parent submits an application, we send a letter to the custodial parent letting the custodial parent know the non-custodial parent has asked for help seeing the child.
- Every attempt is made to determine the nature of the conflict by interviewing parents and trying to resolve the conflict through correspondence and phone calls, offering the least invasive assistance possible.
- The next step is a meeting with the caseworker and/or attorney and both parents. In this meeting, issues that have interfered with access are discussed and resolutions attempted. This can include referrals to the nine-hour cooperative parenting classes and to family counseling or referral to the neutral exchange site to assist in resuming access.
- If all attempts to assist the custodial parent to comply with the order and assist the non-custodial parent with increased parenting time fail, a referral to the attorney is made for a pre-trial conference and potential court setting.
- The non-custodial parent is required to submit a Visitation Journal, documenting attempted visitation for attorney review at the pre-trial conference.
- At the pre-trial conference, a last attempt is made to settle the case by bringing the parents to agreement.
- If the pre-trial is unsuccessful, a trial date is set for a hearing.
- Cooperative Parenting Program services are complete when an agreement is reached between the parties, increased parenting time results and/or access is restored, or the non-custodial parent requests that services be discontinued.

Timeline of services vary depending upon the cooperation of both parties, the severity of the conflict and the particular services needed by each family.

~~G.~~ **Resources (5 points):** Identify resources needed to successfully complete the project, including other agencies/entities you plan to collaborate with in order to deliver services and the role they will play in program implementation - include memorandums of understanding or letters of support for all collaborating agencies, **ALL SHARED PARENTING GRANT APPLICANTS ARE REQUIRED TO SUBMIT A LETTER OF COOPERATION WITH LOCAL OAG CHILD SUPPORT UNITS – FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR APPLICATION. ~~EXCEPTION: HOTLINE APPLICANTS ARE A STATEWIDE PROGRAM AND DO NOT HAVE TO GET A LETTER OF SUPPORT FROM A LOCAL OFFICE.~~**

a. steps your agency will take to work with the IV-D child support agency (Office of the Attorney General) and the current state of that partnership,
b. non-grant funding and resources available to enhance the proposed project, and
c. any plans for expanding the project beyond grant-related funding.

Domestic Relations, the Managing Attorneys and Office Managers of the two OAG child support offices in Travis County and the OAG Regional Administrator and Regional Attorney have consistent contact concerning mutual cases, information needs and other aspects of child support, visitation, family violence and the use of Guardians ad litem in IV-D cases. DRO periodically gives presentations to OAG child support staff about the Cooperative Parenting Program and has brochures in each OAG office. Management staff and other county offices meet to discuss issues.

Non-grant funding includes $64,800 in the DRO budget to purchase services from the Kids Exchange Network of providers for participants in the Cooperative Parenting Program. This is supplied by the Travis County General Fund. The visitation attorney and caseworker are both currently funded from Travis County's general fund as well as the printing of all of the materials for the Cooperative Parenting Classes, though we are asking for grant funding to assist in printing material for our program, consistent with expanding our program to include preventative and early intervention efforts. Travis County funds a security guard for the classes as well as management, legal secretary, paralegal and other support services for the program.

H. **Outcomes (15 points):** State the outcomes for the proposed program and the methodology you will use to track the outcomes for the proposed Shared Parenting program. **You must include a description of how your program will address the Federal outcomes of parenting time hours increased** - as well as other outcomes from your program. Clearly define what you expect to be the end result of your program in terms of **parent behavior, knowledge, and attitudes** - include concrete, measurable descriptions of changes that will be tracked. **Outcomes should be clearly linked to the Program Service "E" elements of your proposal.**

The desired outcome of the Cooperative Parenting Program is to increase the children's meaningful access to both parents, specifically to increase parenting time for the non-custodial parent. We assist parents who attempt to exercise their court-ordered parenting time. A major goal is to achieve resolution between the parties without using the court system, but we recognize that sometimes litigation is necessary. The program is designed to reduce parental conflict over parenting time, improve co-parenting skills, and increase awareness by both parents of the negative impact their behavior has on their children. We measure these objectives by non-custodial parents' reports of increased parenting time, both parents' statements regarding whether or not their communication has improved, conflict resolution meetings (mediations) conducted, hearings avoided, and completion of the nine hour Cooperative Parenting Classes.

Cooperative Parenting classes are designed to provide both parents with an awareness of their ability to develop new communication skills and co-parenting skills. An evaluation form provides feedback. Success of this component of the program is measured by tracking the evaluation forms, as well as monitoring the number of referrals by the Court system, and the number of parents who complete the course.

For some cases, referrals for neutral exchange services and/or counseling are needed to de-escalate conflict. Feedback is provided from both the Kids Exchange Network of providers and LifeWorks on the parent's participation in those services, as well as neutral observations regarding the parents' behaviors towards one another and their children. Success for this component of the program is measured by parental participation and whether or not parenting time has increased.

Conflict Resolution Meetings are informal mediation sessions with both parents and the Cooperative Parenting Program team in which the barriers to cooperative parenting are addressed and attempts at resolution are made. The success of this component of the program is measured by agreements reached as a result of the meeting, and increased parenting time for the non-custodial parent. Success is also measured by the percentage of cases that do not require a referral for litigation, but that are completely resolved in mediation.

If litigation is required, we attempt to resolve the issues between the parents in a pre-trial setting with the Cooperative Parenting Program team, as well as both parents and their respective counsel, if applicable. This meeting typically occurs after a contempt motion has been filed, but a week before the actual hearing date. The effectiveness of the pre-trial exercise is measured by the number of agreements reached via this meeting, compared to the number that must proceed to the court hearing for resolution, and the narrowing of legal issues for the court to decide.

The court hearing is the culmination of the litigation process, and the effectiveness of this seldom-used branch of the program is measured by the percentage of cases that are either agreed or found in contempt of court and either sentenced to jail or placed on probation, compared to the number of cases that are not found to be in contempt.
The other measure for litigation cases is whether or not the non-custodial parent increases their parenting time with their children and access is restored.

On an ongoing basis, active cases are reviewed by staff to address concerns as they arise and to ensure that the most effective strategies are being utilized to both address the best interests of the children involved as well as to restore court-ordered access. An increase in parenting time is monitored on a monthly basis for each active case so that the most appropriate level of intervention is utilized in each individual family dynamic. This information is self-reported by the parents, and used as a major indicator of success along with all of the other possible measures listed above.

Our expanded vision to include Prevention and Early Intervention strategies are designed to prevent an interruption in parenting time from ever occurring. While it will be difficult to measure the long term effectiveness of these preventive measures, we plan to record the number of parents reached in each workshop.

I. **Parent Referrals (10 points):** Describe how your organization currently receives parent referrals. Describe how your organization will promote the availability of grant-funded services in the geographical area described above. Include a description of how you will incorporate referrals from local OAG child support offices. How will your organization meet its monthly performance indicators, if referrals are less than expected?

Referrals are received from local OAG child support offices, local attorneys, a variety of local non-profits organizations, other County agencies, the Travis County law library, schools and therapists. Travis County Judges routinely order parents to enroll in the program or court order parents to take the Cooperative Parenting Classes. Brochures are distributed at the Travis County Courthouse, the Attorney General offices, the lobby of the Domestic Relations Office, the two Child Support Field Offices of the Office of the Attorney General and at a variety of schools and local non-profits.

Referrals from local OAG offices will be accomplished by offering educational workshops at IV-D establishment dockets and mediation services at the local IV-D offices, and the full range of Cooperative Parenting Program services for all qualified applicants at the Domestic Relations

Office.

If referrals are less than we anticipate, we will activate an aggressive marketing plan.

J. **Key Staff (10 points):** List by name, title, and function the key staff who will **actually work** on the proposed grant-funded project. If staff will be hired, what are the credentials you will require? Who will do the hiring and what will be their relationship to the project and applicant entity? Include short job descriptions of key staff hired for this project.

Terri Riggs Fenner is the visitation caseworker. She has a masters degree in Social Work. She is responsible for intake, family needs assessment, referrals to contract agencies, overall case management, informal mediation and educational workshops.

Karen Speed Miller, Attorney, provides part time legal counsel. She prepares and presents visitation cases for enforcement in court. She participates in parent conferences and talks with parents by phone and in person about their case. She also reviews applications and court orders for enforceability and provides some parental education about court orders. She conducts conflict resolution meetings (mediations), and refers to appropriate legal and community resources, as needed.

Nickie Carrillo is the program's legal secretary. She assists in Conflict Resolution Meetings and Orientation, as needed. She provides translation services for Spanish speaking parents. She assists with walk-in appointments and telephone inquiries. She also refers parents to community resources, as needed, and assists the program attorney in completing legal paperwork and setting hearings and pre-trial conferences.

Helma Hall, Enforcement Officer Senior, provides oversight for data reporting.

Judy Branham, casework manager for the Legal Division of the Domestic Relations Office supervises Terri Riggs Fenner, Nickie Carrillo, and Helma Hall.

6. Shared Parenting Project Goals, Objectives, and Performance Indicators (6 points; 4 points respectively)

Please use the following space to **outline monthly** grant-related goals, objectives **and the indicators by which these will be measured**. Only use indicators that are **quantifiable** and thus, measurable (do not use words such as 'improve', 'enhance,' etc. as they are not measurable).

This section identifies **how** your organization will measure grant-funded results.

The goal of the Cooperative Parenting Program is to increase parenting time of the non-custodial parent whose parenting time has been interrupted due to co-parenting conflict, and to ensure that Travis County children experience regular and beneficial contact with both of their parents. This goal will be reached by providing coordinated services including parent education, case management and legal enforcement of visitation orders. Monthly goals will track the following objectives:

- Providing parents with information about the provisions of their court order for custody and visitation, informal mediation services, development of conflict resolutions plans and referrals to community resources to help them deal with communication and other issues that interfere with access and visitation
- Providing a six (6) session, none hour, cooperative parenting curriculum designed to help parents understand the effect that their negative behavior has on their children and

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alternatives to that behavior
- Providing case management services ensuring participation, identifying family barriers to improved access and visitation and making referrals to counseling and neutral exchange services as needed
- Providing legal services to enforce access and visitation orders

Performance indicators associated with these objectives will be measured monthly by counting the:
- telephone inquiries
- applicants
- orientation hours provided
- orientation attendees
- education hours provided (CPP classes)
- cooperative parenting class attendance
- conflict resolution services provided
- counseling referrals provided
- counseling sessions provided (participation)
- services provided by attorney
- active Cooperative Parenting Program cases
- educational workshops conducted
- workshop attendees
- hearings avoided
- non-custodial parents whose parenting time has increased

As part of this section, please describe how the project goals identified in this application will be sustained after the grant ends, if continuation funding is not available.

Travis County currently bears most of the costs of the Cooperative Parenting Program. If the grant is discontinued, efforts will be made to secure county funds to sustain the Cooperative Parenting classes and the counseling services.

Use the table on the following page to identify your organization=s monthly performance indicators (i.e., number of visitations, number of persons attending classes, number of cases opened, etc.) Final indicators will be negotiated before contract signing.

Sample Table

FY11 Monthly Grant-Related Performance Indicators

	2010				2011								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Mediation - (*Number of cases mediated*)		11	10	12	13	20	15	12	13	14	12	15	147
Education - (*Number of parents completing co-parenting classes*)		5	6	7	8	9	10	11	12	13	14	15	110

FY 2011	2010				2011								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Telephone Inquiries	233	233	233	233	233	233	233	233	233	233	233	233	2796
Applicants	10	10	10	10	10	10	10	10	10	10	10	10	120
Orientation hours provided	3	3	3	3	3	3	3	3	3	3	3	3	36
Orientation attendees	15	15	15	15	15	15	15	15	15	15	15	15	180
Education hours provided (CPP classes offered)	18	18	18	18	18	18	18	18	18	18	18	18	216
Cooperative Parenting class attendance	83	83	83	83	83	83	83	83	83	83	83	83	996
Conflict resolution services provided	6	6	6	6	6	6	6	6	6	6	6	6	72
Counseling sessions provided (referrals)	3	3	3	3	3	3	3	3	3	3	3	3	36
Services provided by attorney	10	10	10	10	10	10	10	10	10	10	10	10	120
Active Cooperative Parenting Program cases	70	70	70	70	70	70	70	70	70	70	70	70	840
Educational workshops conducted	4	4	4	4	4	4	4	4	4	4	4	4	48
Workshop attendees	100	100	100	100	100	100	100	100	100	100	100	100	1200
Hearings avoided	4	4	4	4	4	4	4	4	4	4	4	4	48
Increased parenting time for non-custodial parent	12	12	12	12	12	12	12	12	12	12	12	12	144
Outcomes:													
▪ *NCP Parenting Time Hours Increased – Yes*													144

Sample Table

FY12 Monthly Grant-Related Performance Indicators

	2011				2012								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Mediation - (*Number of cases mediated*)		11	10	12	13	20	15	12	13	14	12	15	147
Parenting Plan - (*Number of parents completing co-parenting plans*)		5	6	7	8	9	10	11	12	13	14	15	110

FY 2012	2011				2012								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Telephone Inquiries	233	233	233	233	233	233	233	233	233	233	233	233	2796
Applicants	10	10	10	10	10	10	10	10	10	10	10	10	120
Orientation hours provided	3	3	3	3	3	3	3	3	3	3	3	3	36
Orientation attendees	15	15	15	15	15	15	15	15	15	15	15	15	180
Education hours provided (CPP classes offered)	18	18	18	18	18	18	18	18	18	18	18	18	216
Cooperative parenting class attendance	83	83	83	83	83	83	83	83	83	83	83	83	996
Conflict resolution services provided	6	6	6	6	6	6	6	6	6	6	6	6	72
Counseling referrals	3	3	3	3	3	3	3	3	3	3	3	3	36
Services provided by attorney	10	10	10	10	10	10	10	10	10	10	10	10	120
Active Cooperative Parenting Program cases	70	70	70	70	70	70	70	70	70	70	70	70	840
Educational workshops conducted	4	4	4	4	4	4	4	4	4	4	4	4	48
Workshop attendees	100	100	100	100	100	100	100	100	100	100	100	100	1200
Hearings avoided	4	4	4	4	4	4	4	4	4	4	4	4	48
Increased parenting time for non-custodial parent	12	12	12	12	12	12	12	12	12	12	12	12	144
Outcomes:													
▪ *NCP Parenting Time Hours Increased – Yes*													144

Budget Categories

Current Total Program Operating Budget. Please use the following definitions for budget categories when completing the budgets.

- **Salaries** - Direct salaries for full- and part-time project employees.
- **Fringe Benefits** - Costs for employee insurance, retirement, social security benefits, unemployment insurance and other similar staff-related expenses.
- **Travel** - Costs related to in-state project travel including meals, lodging and transportation.
- **Supplies** - Office supplies, printing, photocopying, postage, educational materials and other similar costs.
- **Contractual** - Costs associated with the hiring of professional services, and other costs procured through a contract process (counseling, evaluations, accounting, audit or other professional services).
- **Other Direct Operating Costs** - Any direct budget items not included in the above categories (examples telephone, office rent, utilities, personnel bonding, insurance and other similar direct operational costs).
- **Indirect Costs** - Expenses charged **to your organization** by sponsoring entities for administrative overhead. Examples include purchasing and accounting services, human resource support, internal audit and general management activities. **Briefly describe how the indirect cost rate is established**.
- **Total Annual Budget** - Sum total of budget categories

7. **Current Total Shared Parenting Program Operating Budget Summary.**

Using this table submit a detailed itemized budget **for your organization**. Include prior OAG Shared Parenting grant awards and other Shared Parenting-related funding or grant awards. Please use the Comments cell to discuss any circumstances affecting the particular budget category. If portions of your budget are pending due to other grant applications or similar requests, please indicate.

Category	2009 Budget Summary	2010 Budget Summary	Comments
Salaries			
Fringe Benefits			
Travel	$0	$1,600	Shared Parenting Conference
Supplies	$184	$184	Office Supplies
Contractual	$20,100	$25,000	Counseling Services & CPP Instructors with a rate increase from $30 to $35 per hour. FY09 includes a budget reduction due to de-obligation of funds
Other Direct Operating Costs	$140	$140	Association of Family & Conciliation Courts Membership Dues
Indirect Costs			
Total Annual Budget	$20,424	$26,924	

8. Proposed Project Budget

In this section, please identify and describe your grant project request. **Only the cost categories listed below are eligible for grant funding.** Use the category descriptions provided in the Request for Applications in Section 7 above (Eligible Sub-grantee Costs).

Category	2011 Requested Amount	2012 Requested Amount	Comments
Salaries			
Fringe Benefits			
Travel	$2,400	$2,400	This includes 3 staff @ $800 to attend the Shared Parenting Conference
Supplies	$2,000	$2,000	We plan to do extensive outreach to the OAG field offices (36,088 cases in Travis County), community organizations, schools and courts. We will need more printing of publications and educational materials and materials to advertise our program like posters and pens ($1,500) and expect to need $500 for office supplies and day to day operations.
Contractual	$25,000	$25,000	For $10,000 for CPP instruction, $7,800 for counseling services, $7,200 for Interpreter services for educational workshops for the preventive tier of the program at IV-D court (weekly workshop for 48 weeks of the year at $50 per hour for 3 hours in each education session).
Other Direct Operating Costs	$470	$470	Purchase of booth for Celebration of Families Event ($200 annual event) for public awareness and education of Access and Visitation Services. Also, Professional membership to the Family & Conciliation Courts Membership for 2 staff ($135 per staff member).
Indirect Costs			
Total Request	$29,870	$29,870	

Please complete the attached Detailed Program Budgets as **Attachment A** to this application. **Failure to attach the Detailed Program Budgets may disqualify your application.**

9. Grant Match

Describe, **in detail**, your organization's match for the above-requested funds. Contractors are required to contribute, at a **minimum**, a 10% match for all funds awarded by the OAG. The match may be in the form of non-federal cash or in-kind contributions. The specific matching funds identified below shall not be used for matching purposes with other grants. Contractors shall comply with the provisions of 45 CFR 92.24 in calculating matching funds. **Contractors must report all matching funds *monthly* on claims for reimbursement.**

The 10% match is a portion of the salary of the visitation enforcement attorney.

10. Project Budget Narrative

Fully describe each of the costs identified above and how they relate to the project=s projected outcome. Describe if and how other funds will be used to supplement those identified in your request. If costs, such as telephone monthly service charges, are shared with non-grant related projects, describe how your organization will cost allocate such charges to the grant. **Failure to describe fully the costs identified in the requested grant budget, as listed in Section 8 (Proposed Project Budget) may disqualify your application.**

Travel:
The Association of Family & Conciliation Courts offers the most comprehensive training and new research results on custody evaluation and in particular, access and visitation. This training will be invaluable for our Cooperative Parenting Program Team.

Supplies:
Office supplies support staff in their day to day work and supplies for the Cooperative Parenting Classes. This year, we have requested additional funding to support printing more educational and marketing materials to increase awareness of our program services within the community. We plan to design and print posters for our program to be distributed in IV-D offices, courthouses (if permitted), Self Help Centers, public libraries, schools, hospitals, churches, work force commission, and other non-profit community service organizations.

Direct Costs of Service:
Professional membership in the Association of Family and Conciliation Courts allows staff to deliver evidence based services by staying abreast of new research in this field. Instructional books for strategies in working with high conflict families would prove very helpful to our program.

Contractual:
Counseling services are critical to some families to resolve long standing, entrenched conflict that damages children and reduces or eliminates parenting time for non-custodial parents. We recognize that in previous years we have not used all of the funds requested for counseling, and so have based our requested funding on the amount we have actually spent on counseling so far this year, and the projected cost of counseling services through the end of this year.

The Cooperative Parenting Program instructor is critical in reaching large numbers of parents. The instructor teaches parents that their conflict damages their children and gives them new tools to communicate. These classes can potentially increase parenting time and improve exchanges, and may solve long standing issues that impair successful co-parenting.

Without funding an interpreter for early intervention, educational workshops in the IV-D court room, parents who only speak Spanish will be denied access to cooperative parenting services that are readily available to the English speaking parents. Unfortunately, our bilingual legal secretary is unable to perform this service.

11. Applicant Assurances

The applicant agrees to:

- Comply with the requirements of the Immigrations Reform and Control Act of 1986, 100 Stat. 3359, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 1986.

- Comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 88-352), that prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112) that prohibits discrimination on the basis of handicaps; The American with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

- Comply with the non-discrimination requirements of Texas Labor Code, Chapter 21 that requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.

- Comply with environmental standards that may be prescribed pursuant to the mandates of Section 306 of the Clean Air Act (42 U.S.C. Section 1857(h)), Section 508 of the Clean Water Act, the Clean Air Act (33 U.S.C. section 1368), Executive Order 11738, and the regulations of the Environmental Protection Agency at 40 C.F.R. Part 15 that prohibits the use of facilities included on the "List of Violating Facilities" maintained by the Environmental Protection Agency by certain recipients of grants or other moneys provided in whole or in part by the United States Department of Health and Human Services.

- Comply with the provisions of the Drug-Free Work Place Act, 102 Stat. 4304.

- Comply with the provisions of federal law known generally as the Lobbying Disclosure Act of 1995, 109 Stat 691, and the regulations of the United States promulgated pursuant to said law, and shall make all disclosures and certifications as required by law.

- Retain financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted. The records and documents must be retained for a minimum of three years and 90 days after the termination of the grant period. If any litigation, claim, or audit involving these records begins before the three years period expires, the grantee must keep the records and documents for not less than three years and 90 days and until all litigation, claims, or audit findings are resolved.

- Establish a method to secure the confidentiality of records and other information relating to Parents in accordance with the applicable federal law, rules and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the OAG right of access to recipient case records or, other information relating to Parents served under this grant.

- Comply with the provisions of federal law generally known as the Pro-Children Act of 2001 (Public Law 103-277, Part C Environmental Tobacco Smoke).

- Comply with the provisions of Public Law 103-333 requiring issuances and solicitations and other documents describing programs funded in whole or in part with federal funds to indicate the extent to which the program is funded by such federal funds.

- Comply with all provisions of the grant award letter from the United States Department of Health and Human Services relating to this grant and any subsequent rules, procedures or regulations promulgated by the Department relating to grant funds distributed in accordance with the Shared Parenting Grant Program.

- Comply with all applicable provisions of the Uniform Grant Management Standards promulgated by the Texas Governor's Office of Budget and Planning.

- Comply with all provisions of the Shared Parenting Grant Program Request for Applications and attachments.

I certify that the information contained in this application is true and correct.

	Samuel Biscoe
Signature of Authorized Official	Print or Type Name
County Judge	May 4, 2010
Title	Date
Post Office Box 1748 Austin, TX. 78767	sam.biscoe@co.travis.tx.us
Address City, State Zip	Email Address, Website(s)/Social Media
512-854-9555	512-854-9535
Phone Number	Fax Number

40

Access/Visitation
FY10 Detailed Program Budget

Applicant:	**Travis County**
Program Name:	Access and Visitation-Cooperative Parenting Program
FY2011 Amount:	**$29,870**
Required 10% Match	**$2,987**
County:	**Travis**
City:	**Austin**
Contract Period:	**September 1, 2010 - August 31, 2011** *As of 9/1/10*

	Total FY11 AV Award	Organization's Match	Total Project Budget
Salary			
Visitation Officer 7 part Time Attorney (+fringe)	0	2,987	2,987
Bilingual Caseworker	0		0
Administrative Assistant	0		0
Parent Educator	0		0
	0		0
		0	0
Salary Total	**0**	**2,987**	**2,987**
Fringe			
Mediator	0		0
Bilingual Caseworker	0		0
Administrative Assistant	0		0
Parent Educator	0		0
	0		0
Fringe Total	**0**	**0**	**0**
Travel			
Annual Required Shared Parenting Conference	2,400		2,400
Training	0		0
In-State Mileage	0		0
Travel Total	**2,400**	0	**2,400**
Supplies			
Office Supplies	500		500
Educational Resource materials	1,500		1,500
Postage and Printing	0		0
Supplies Total	**2,000**	**0**	**2,000**
Contractual			
LifeWorks Counseling	7,800		7,800
Instructor - Cooperative Parenting Program Classes	10,000		10,000
Preventive workshops which include interpreter services	7,200		7,200
Contractual Total	**25,000**	**0**	**25,000**
Other			
Professional Membership (AFCC)	270		270
Telephone and Utilities	0		0
Insurance	0		0
Celebration of Families event booth-program awareness	200	0	200
Criminal background checks	0		0
			0
			0
			0
Other Total	**470**	**0**	**470**
Indirect			
N/A	**0**	**0**	0
Indirect Total	**0**	**0**	**0**
Total AV Budget	**29,870**	**2,987**	**32,857**

Access/Visitation
FY10 Detailed Program Budget

Applicant:	**Travis County**
Program Name:	Access and Visitation-Cooperative Parenting Program
FY2012 Amount:	**$29,870**
Required 10% Match	**$2,987**
County:	**Travis**
City:	**Austin**
Contract Period:	**September 1, 2011 - August 31, 2012** *As of 9/1/11*

	Total FY12 AV Award	Organization's Match	Total Project Budget
Salary			
Visitation Officer 7 part Time Attorney (+fringe)	0	2,987	2,987
Bilingual Caseworker	0		0
Administrative Assistant	0		0
Parent Educator	0		0
	0		0
		0	0
Salary Total	**0**	**2,987**	**2,987**
Fringe			
Mediator	0		0
Bilingual Caseworker	0		0
Administrative Assistant	0		0
Parent Educator	0		0
	0		0
Fringe Total	**0**	**0**	**0**
Travel			
Annual Required Shared Parenting Conference	2,400		2,400
Training	0		0
In-State Mileage	0		0
Travel Total	**2,400**	0	**2,400**
Supplies			
Office Supplies	500		500
Educational Resource materials	1,500		1,500
Postage and Printing	0		0
Supplies Total	**2,000**	**0**	**2,000**
Contractual			
LifeWorks Counseling	7,800		7,800
Instructor - Cooperative Parenting Program Classes	10,000		10,000
Preventive workshops which include interpreter services	7,200		7,200
Contractual Total	**25,000**	**0**	**25,000**
Other			
Professional Membership (AFCC)	270		270
Telephone and Utilities	0		0
Insurance	0		0
Celebration of Families event booth-program awareness	200	0	200
Criminal background checks	0		0
			0
			0
			0
Other Total	**470**	**0**	**470**
Indirect			
N/A	**0**	**0**	0
Indirect Total	**0**	**0**	**0**
Total AV Budget	**29,870**	**2,987**	**32,857**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

County Judge
Title

Travis County
Organization

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

CHILD SUPPORT DIVISION

Letter of Cooperation – Office of the Attorney General Access and Visitation Grant Program

To: Access and Visitation Grant Review Team

The following organization:

Travis County Domestic Relations
1010 Lavaca Street
Austin, Texas 78767

has fulfilled the following conditions of collaboration with our office for participation in the Office of the Attorney General's Access and Visitation Grant Program:

1. The applicant has contacted our office to describe the services they plan to provide with Access and Visitation grant funds,
2. The applicant has identified opportunities for OAG parents to seek their services that would be provided with Access and Visitation grant funds and developed a process for accepting referrals from our local child support unit, and
3. The applicant has identified steps they will take, if funded, to work with OAG parents with access and visitation issues.

You may contact Kristene Blackstone, Regional Administrator, if you have any questions about the exchange of information our office has had with the applicant.

Kristene Blackstone

Kristene Blackstone
Regional Administrator
Child Support Division, Office of the Attorney General
2512 S. IH 35, Austin, Texas 78704
512.358-3201
kristene.blackstone@cs.oag.state.tx.us

GRANT SUMMARY SHEET

Check One:	Application Approval: ☑ TEG	Permission to Continue: ☒
	Contract Approval: ☐	Status Report: ☐

Department/Division:	Sheriff - Law Enforcement
Contact Person/Title:	Tracy Miller
Phone Number:	854-6923

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force			
Grant Period:	From:	9/1/2010	To:	8/31/2011
Grantor:	ABTPA - Auto Burglary and Theft Prevention Authority - State of TX			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:		$608,007		$319,936		$927,943
Operating:		$47,892				$47,892
Capital Equipment:						
Indirect Costs:						
Total:		$655,899		$319,936		$975,835
FTEs:		10.00		1.00		11.00

Department	Review	Staff Initials	Comments
County Auditor	☒	JC	Extremely Complex
County Attorney	☒	JC	

Performance Measures	**Projected FY 10 Measure**	**Progress To Date:**				**Projected FY 11 Measure**
Applicable Depart. Measures		12/31/09	3/31/10	6/31/10	9/30/10	
Measures For Grant						
Outcome Impact Description						
Public Awareness	82					
Outcome Impact Description	Educate the public and provide tools to help deter and prevent auto thefts and burglaries.					
Interdiction Operations	132					
Outcome Impact Description	Conduct stings in areas of high incidents.					

4c

PBO Recommendation:

PBO concurs with proceeding with the application for the 16th year of this grant.

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

The goal of the program is to reduce auto theft rates in the task force area.

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

NA

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

Matching funds are from Travis County field agent salary and County Agents salary fringe benefits.

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

No - not allowable.

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

NA

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

The Task Force has been in existence since 1995.

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

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.

4/6

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

April 13, 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: Tracy J Miller, Planner

SUBJECT: 2010/2011 Auto Theft Prevention Authority Grant Application

Attached is our grant renewal application to the Auto Theft Prevention Authority for the 2010/2011 grant cycle.

This will be the 14th year of participation by Travis County and the Sheriffs' Combined Auto Theft Task Force (SCATTF) in this program. The SCATTF is currently comprised of 15 counties (Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, and Wharton) with the Sheriff of each county forming the Advisory Board of SCATTF.

The grant request is in the amount of $975,835. There is a 20% match required amounting to $195,167, however, we project our match will be in excess of $319,000. The match will consist of one Deputy from Travis County and the fringe salary benefits from all personnel assigned to the task force.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens and are hopeful that our application will be fully funded in the upcoming year by the Auto Theft Prevention Authority.

cc: Janice Cohoon, County Auditor's Office
James Connolly, County Attorney's Office
William Derryberry, PBO

APPLICATION FOR STATE ASSISTANCE
AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY (ABTPA)

(REV. 11/09)

1. For ABTPA Use Only	3. a. Date Submitted	b. Applicant Identifier
2. State Program Classification (For ABTPA Use Only)	4. a. Date Received by State	b. State Application Identifier

5. Applicant Information

a. Legal Name:
Travis County

b. Address (give street or P. O. Box, City, County, State, and Zip Code)
PO Box 1748
Austin, TX 78767

c. Organized Unit:
Travis County Sheriff's Office

d. Name and telephone number of person to be contacted on matters involving this application (give area code)
Sergeant Tommy Wooley (512) 854.9735

6. State Payee Identification Number:
74-6000192

7. Type of Applicant (enter the appropriate letter in box)
[B]

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

8. Type of Application:

[ ] New [X] Continuation [ ] Revision

If Revision, check appropriate box (es).

[ ] Increase Award [ ] Decrease Award [ ] Other (specify)

[ ] Increase Duration [ ] Decrease Duration

9. Name of Grantor Agency:

Texas Automobile Burglary & Theft Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731
Phone: (512) 374.5101
Fax: (512) 374.5110
Website: www.txwatchyourcar.com

10. Title of Project:
Sheriff's Combined Auto Theft Task Force (SCATTF)

11. Areas of Project Activities (Cities, Counties, States, etc.)
Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, and Wharton Counties

12. Proposed Project

Start Date: **09-01-2010**

Ending Date: **08-31-2011**

13. Is application subject to review by state executive order 12372 process?

YES, this application was made available to the Texas Review and Comment System (TRACS) for review on _____
Date

[X] NO. [ ] Program is not covered by E. O. 12372

[X] Program has not been selected by state for review

14. Funding Summary:
Total of a, b, & c must agree with d.
Note: Please enter whole dollars for the amounts requested.

a. Total State Grant Funds Requested (ABTPA)	**$ 655,899**
b. Cash Match	**$ 319,936**
c. In-Kind Match	$ 0
d. TOTAL(s)	**$ 975,835**

15. Is the applicant delinquent on any federal debt?

[ ] YES If "Yes" attach an explanation [X] NO

16. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

a. Typed name of Authorized Official	b. Title	c. Telephone Number
Samuel T. Biscoe	**County Judge**	**(512) 854.9555**
d. Signature of Authorized Official		e. Date Signed

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESCRIPTION OF PROPOSED PROJECT

This section must include a brief description (not exceeding 200 words) of the proposed project.

For continuation, if necessary, of any item on application page ABTPA-1. Identify by number the item being continued.

This sheet may also be used for any other remarks, at the applicant's option.

The Sheriff's Combined Auto Theft Task Force presently encompasses 15 counties in Central Texas. This will be our 14th year to participate in the program and our mission is to reduce auto burglary and theft related crimes. This will be accomplished through the collaborative efforts of the Task Force, the support of local community officials and leaders, business partners and the public.

Efforts include media and public awareness events (VIN Etchings, H.E.A.T. Registrations, etc.) and officer training programs (continuing education in the field of auto theft recognition). This has continued to promote communication and allows the sharing of knowledge and experience among the investigators.

SCATTF will continue our proactive measures with the following:
- Interdiction Activities
- Salvage Inspections
- Chop Shop Detection
- Insurance Fraud
- Burglary of Vehicle Surveillance
- Bait Vehicle Operations

Currently we have nine Investigators, one Sergeant, and one Public Awareness Coordinator. This year we hope to change some job duties within our office. Our Public Awareness Coordinator will become our Grant / Public Awareness Coordinator, and will take on more of the grant related matters.

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require state, local, regional, or other priority rating?
☐ Yes ☒ No

Name of Governing Body _____
Priority Rating _____

Item 2.
Does this assistance require state, or local advisory, educational, or health clearance?
☐ Yes ☒ No

Name of Agency or Board _____
(Attach Documentation)

Item 3.
Does this assistance request require TRACS review?
☐ Yes ☒ No

(Attach Comments)

Item 4.
Does this assistance request require state, local, regional, or other planning approval?
☐ Yes ☒ No

Name of Approving Agency _____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
☐ Yes ☒ No

Check One: ☐ State ☐ Local ☐ Regional
Location of Plan _____

Item 6.
Will the assistance requested serve a federal installation?
☐ Yes ☒ No

Name of Federal Installation _____
Federal Population Benefiting from Project _____

Item 7.
Will the assistance required be on federal land or installation?
☐ Yes ☒ No

Name of Federal Installation _____
Location of Federal Land _____
Percent of Project _____

Item 8.
Will the assistance requested have an impact or effect on the environment?
☐ Yes ☒ No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses or farms?
☐ Yes ☒ No

Number of Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.
Is there other related assistance on this project (previous, pending, or anticipated)?
☐ Yes ☒ No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
☐ Yes ☒ No

See instructions for additional information to be provided.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

BUDGET SUMMARY

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Salaries)	$608,007	$79,293	-0-	$687,300
2	A	Personnel (Fringe Benefits)	-0-	$240,643	-0-	$240,643
3	B	Contractual	-0-	-0-	-0-	-0-
4	C	Travel	$9,964	-0-	-0-	$9,964
5	D	Equipment	-0-	-0-	-0-	-0-
6	E	Supplies & Direct Operating Exp.	$37,928	-0-	-0-	$37,928
7		Total Direct Charges (Sum of 1-6)	$655,899	$319,936		$975,835
8	F	Indirect Costs				
9		TOTALS (Sum of 7-8)	$655,899	$319,936		$975,835

Section B—Cash and/or In-Kind Match
Enter separately each source of matching funds and the amounts.
Total Match must agree with Line 9, Column 2 above and the total of lines 14 (b) and (c) on ABTPA-1.

CASH				TOTAL $319,936
Source	Amount	Source	Amount	
Task Force Counties general Fund Salary	$319,936			
	TOTAL			
Total Program Income (available)	$ 72,330			
IN-KIND (Total must agree with ABTPA-1, Line 14c.)				TOTAL
Schedule				
A		D		
B		E		
C				
			TOTAL MATCH	$319,936

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A

PERSONNEL

1. Direct Salaries

Title or Position [1]	% of Salary [2]	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind	(4) TOTAL [3]
(A) Task Force Sergeant	100	$87,028	-0-	-0-	$87,028
(B) Public Awareness Coordinator	100	$39,013	-0-	-0-	$39,013
(C) Field Agent (Bastrop County)	100	$47,272	-0-	-0-	$47,272
(D) Field Agent (Colorado County)	100	$40,824	-0-	-0-	$40,824
(E) Field Agent (Comal County)	100	$66,306	-0-	-0-	$66,306
(F) Field Agent (Guadalupe County)	100	$47,133	-0-	-0-	$47,133
(G) Field Agent (Hays County)	100	$63,182	-0-	-0-	$63,182
(H) Field Agent (Travis County)	100	$79,293	-0-	-0-	$79,293
(I) Field Agent (Travis County)	100	$79,293	-0-	-0-	$79,293
(J) Field Agent (Travis County)	0	-0-	$79,293	-0-	$79,293
(K) Field Agent (Wharton County)	100	$48,663	-0-	-0-	$48,663
(L)					
Overtime		$10,000	-0-	-0-	$10,000
TOTAL Direct Salaries		$608,007	$79,293		$687,300

2. Fringe Benefits

	% or $ Rate	ABTPA Funds	Cash Match	In-Kind	TOTAL [3]
FICA			$42,202	-0-	$42,202
Retirement	@		$73,887	-0-	$73,887
Insurance	@		$80,536	-0-	$80,536
Other (Explain) – Medicare, unemployment, longevity, life insurance, certification	@		$26,839	-0-	$26,839
Workers Comp	@		$15,179	-0-	$15,179
Fringe related to Overtime (FICA, Medicare, Retirement, Un Emp, WC)	@ 20%		$2,000	-0-	$2,000
TOTAL Fringe Benefits			$240,643	-0-	$240,643
TOTAL PERSONNEL BUDGET		$608,007	$319,936		$927,943

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A NARRATIVE

1. **Include only one position per line. Attach a description of the duties or responsibilities of each position.** ***(Job posting can not substitute for descriptive narrative for each position.)***

2. **Percentage of salary to be funded by grant funds.**

3. **Should reflect employee's gross salary attributable to the project.**

4. **Include percent of time on auto theft for each position. (40 hours per week)**

TASK FORCE SERGEANT (40 Hours / Week, 100%):

- Oversees daily operations and entire management of the task force. Direct liaison with all public entities.
- Overall field operations. Oversee all aspects of the seizure and forfeitures (sales, etc.) by the members of the unit.
- Confidential Informant files; support operations; scheduling assignments; planning and scheduling training.
- Strategic planning for resource deployment and organizational objectives.
- Making office visits to out of county agents offices.
- Helping agents achieve their goals; maintain time sheets and evaluations for all task force members. Provide guidance.
- Reviewing and supervising all search warrants. Assisting in all covert and overt operations. Intelligence and information sharing.
- Working closely with the other 29 Auto Theft Task Forces within the State of Texas. Being actively involved with TAVTI and the ABTPA board.

FIELD AGENTS (40 Hours / Week, 100%)

- Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical areas.
- Perform Salvage Inspections. Bait Vehicle Operations. Locate Chop Shops. Conduct Training Classes. Perform covert and overt interdiction assignments. Planning and conducting surveillance operations for Burglary of Vehicle (BOV's). Writing Search Warrants.
- Investigate Insurance Fraud and Arson cases related to Auto Theft. Aid in presentation of Public Awareness events.

GRANT COORDINATOR / PUBLIC AWARENESS COORD. (40 Hours / Week, 100%)

- Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth thru the grant. Serves as a notary.
- Conducting Public Awareness events throughout the 15 county area. Coordinates w/local media (TV, Radio, Newspapers and websites within the 15 county area) for coverage of Public Awareness events.
- Prepares requisitions for all equipment, clothing, and office supplies ordered for the Task Force. Receives all items.
- Webmaster for the www.scattf.org website.
- Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for ensuring all grant paperwork is submitted.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A - OVERTIME NARRATIVE

REQUIRED NARRATIVE: Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.

2. Estimate number of hours and cost for overtime activities.

Overtime will be used for burglary of vehicle surveillance and auto theft related surveillance activities as well as Public Awareness Events related to burglary of vehicle and auto theft. The increased addition of the BOV responsibilities to the task force without an increase of resources makes these events extremely difficult to accomplish without these overtime funds.

We request **$10,000** for these activities to cover approximately 234 hours of overtime calculated at 1.5 times the average hourly rate of the Agents assigned to the task force. The calculation is shown below:

Requested Amount	$10,000	Equals hours available
(Average hrly wage x time and a half)	($28.43 x 1.5)	~ 234 hours

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

	(1)	(2)	(3)	(4)
Description of Service	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A)				
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES				

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE B NARRATIVE

REQUIRED NARRATIVE: Briefly describe any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs, if any.

N / A

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C

TRAVEL

1. Local Travel

Title or Position	Miles Traveled Annually/$Rate	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) TOTAL
(A)					
(B)					
(C)					
(D)					
(E)					
(F)					
(G)					
(H)					
LOCAL TRAVEL TOTAL					

2. In-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
ABTPA Conference	TBD				$2,927
Border Solutions	TBD				$514
TAVTI	Amarillo, TX				$5,404
IN-STATE TRAVEL TOTAL					$8,845

3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
IATTIC Conference	TBD				$1,119
OUT-OF-STATE TRAVEL TOTAL					$1,119
TOTAL TRAVEL BUDGET					$9,964

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C NARRATIVE

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

Travis County policy allows the state contracted room rate plus taxes and parking expenses. If no government rate quoted, the county will pay the quoted room rate from the lodging place. Meal expenses reimbursed only when the employee is required to be away from home overnight. Per diem and mileage will be reimbursed in accordance with the Travis County travel policy current at the time of travel for the purpose of this request. The rates effective April 1, 2009 ($39 per day and 48.5¢ per mile) are used.

Purpose for Travel	# of Persons	# of Nights	Travel	Per Diem	Lodging	TOTAL
ABTPA Conference TBD	5	4	-0-	$975	$1,952	$2,927
Border Solutions Meeting TBD	1	1	$300	$78	$136	$514
TAVTI Conference Amarillo, TX	8	6	-0-	$2,184	$3,220	$5,404
IATTI Conference TBD (Out of State)	1	5	$275	$234	$610	$1119
TOTAL			**$575**	**$3,471**	**$5,918**	**$9,964**

In-State Travel

ABTPA Conference – Five persons to attend the annual ABTPA Conference (location to be determined).

Border Solutions Meeting – Will send the sergeant to the meeting (location to be determined).

TAVTI Conference – Eight persons to attend the conference in Amarillo, TX.

Out –of-State Travel

IATTI Conference – Will send the sergeant to this conference (location to be determined).

Airline (travel) amounts are an approximate. Actual price would vary during travel time.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE D

EQUIPMENT PURCHASES

	(1)	(2)	(3)	(4)
Equipment Name or Description and Quantity (Do Not List Brand Names)	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A)				
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL EQUIPMENT PURCHASES				

WD

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE D NARRATIVE

REQUIRED NARRATIVE: **Briefly describe the use of equipment and the cost of each line item.**

N / A

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E

SUPPLIES AND DIRECT OPERATING EXPENSES

	(1)	(2)	(3)	(4)
Directly Charged Supplies and Other Operating Expenses	ABTPA Funds	Cash Match	In-Kind Match	TOTAL
(A) Fuel and maintenance for public awareness vehicle	$7,456			$7,456
(B) Cell phone air time	$3,696			$3,696
(C) Air cards for computers	$5,400			$5,400
(D) Confidential Informant Funds	$5,000			$5,000
(E) Public Awareness Funds	$6,000			$6,000
(F) Fuel and maintenance for bait car	$7,456			$7,456
(G) Airtime for GPS	$1,080			$1,080
(H) Live feed for bait car	$1,300			$1,300
(I) Airtime for bait car	$540			$540
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES	$37,928			$37,928

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

Public Awareness Vehicle – Funds for fuel and maintenance. The vehicle is used to tow the Public Awareness trailer, to aid in public awareness events.

Cell phone Service / Airtime – Cost is $44 per month, x 7 units, x 12 months ($3,696) – some counties provide cell phones for their agents. These are to be used to conduct task force business.

Wireless Airtime for Laptops – Cost is $45 per month, x10 units, x 12 months ($5,400) – one county provides wireless access to their agent. To be used by agents to access e-mail and the internet (to conduct task force business).

Confidential Funds – Confidential Funds will be used in accordance with Travis County Sheriff's Office Policy. All funds will be tracked and reported. These funds may be used for the following:

- Undercover / Surveillance use including expenses that are incurred during an approved operation. Receipts are to be obtained when possible.
- Informant payments include expenses for meals, drinks, and lodging (approved by the Task force Sergeant) when necessary for the security of the operation. When additional funds are needed, the request is routed through the sergeant.
- The Task Force Sergeant will determine payment for information based upon the type of crime, quality and quantity of information.
- These guidelines are subject to adjustment. More (or less) may be paid to the informant based on the danger to him / her, active involvement, etc. Officers receiving the informant funds from other sources will follow the guidelines of the ABTPA and the Travis County Sheriff's Office.

Public Awareness Funds – Public Awareness funds will be used to purchase items to be used to increase public awareness about auto burglary and vehicle theft within our 15 county area. Our public awareness coordinator attends and participates in community events within our 15 county area such as community gatherings, fairs and festivals. Vehicle crime is listed as the nation's number one property crime costing an estimated $7.6 billion each year. By promoting public awareness with said items we can help reduce crimes in these areas. Since September 1 we have VIN etched 844 vehicles.

We would purchase items such as:

- Promotional items (tote bags, pens, etc.)
- Billboard space
- Media outreach
- Parking lot signs
- Cinema advertising

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

Bait Car Vehicle – Funds for fuel and maintenance. This vehicle will be used as a bait car for burglary of vehicle and auto theft activities.

Wireless Airtime for GPS – Cost is $45 per month x 2 units x 12 months. These will be used to track suspects in active burglary of vehicle or auto theft cases.

Live Feed for Bait Car – Cost is $1,300, and is a onetime fee. This will allow us to view live feed and have immediate knowledge of what is happening with the Task Force bait car.

Wireless Airtime for Bait Car – Cost is $45 per month x 1 units x 12 months. This will allow us to keep track of the bait car at all times.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE F NARRATIVE

Currently ABTPA does not fund indirect costs, except for the Council of Governments agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N / A

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

(Instructions)

I. To be considered for funding, a proposed grant project:

1. Must address a problem that is clearly identified, is measurable and is supported by relevant statistical evidence;
2. Must minimize duplication or overlapping of existing programs;
3. Must have a design wherein the activities and goals are realistic and attainable;
4. Preferably should, but is not required to, be innovative in its concept/ design/operation; (a project is considered innovative if it provides a new and different strategy or approach that prevents, deters, intervenes, or stops a criminal act from occurring);
5. Must have a cost structure which is realistic when compared to its goals;
6. Must cooperate and coordinate its activities with other appropriate agencies/projects;
7. Must include measures to assure that it demonstrates cross-cultural awareness in all project activities and in its staffing and training; and
8. Must include a proposed evaluation design that provides relevant data to measure the effectiveness of the project and a plan for performing such evaluation.

II. Accordingly, the Program Narrative must present the information by which the eligibility and merit of the project can be assessed. Applications will be scored and ranked numerically, for funding consideration, according to the congruence of the project with the criteria stated above. At a minimum, the five sections of the Program Narrative must include the following information:

1. <u>PROBLEM STATEMENT & HISTORICAL INFORMATION</u>: (Please limit information to 2 pgs)

- Provide an assessment of the auto theft problem in the areas of coverage and what efforts have been undertaken to address it.

a. Describe and document trends of the problem and the need that makes this grant necessary. (e.g., cite 3 years of UCR data)

b. Identify the target population and the geographic target area.

c. Describe existing activities that address the problem.

d. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

e. Provide and cite accurate statistical date for problem in project area.

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

(Instructions Continued)

2. PROPOSED GOALS & OBJECTIVES:

- The applicant must provide specific goals and objectives for the project that are consistent with the proposal. The goals should reflect the overall impact that you intend the project to attain.
- The objectives should explain how the goal will be accomplished. The activities described should support the goal and be Specific, Measurable, Action-oriented, Realistic, and Time-oriented.
- The applicant must include a goal that addresses ***auto theft, auto burglary, and crime prevention*** that you intend the project to attain.

a. Describe the specific goals of the project.

b. Describe the proposed activities of this project. Include any quantifiable data by which project activities can be measured.

c. Describe how the project will impact the stated problem.

d. Describe the functions of significant personnel involved.

e. Describe proposed plan for auto theft crime prevention, education and training.

3. FUNCTIONS OF PROPOSED PROJECT:

The functions of the project should:

- Identify the target population, the estimated number of persons to be served, and the service needs to be met by this project.
- Describe the applicant's experience or qualifications.
- Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.
- Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

4. EVALUATION DESIGN:

- The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

b. Cite relevant data that will be used to measure the effectiveness of this project.

c. Describe the mechanism to evaluate the program's progress.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

1. Problem Statement and Historical Information (See Instructions on page 17)

2008 Theft Statistics:

- Every 6 seconds, a motor vehicle is stolen in the United States, and every 2.5 seconds, a burglary of a vehicle occurs.
- Texas motor vehicle thefts statewide fell 8.8% in 2008 from 2007, according to the DPS Uniform Crime Reports. In 2008, 85,411 vehicles were reported stolen in Texas.

The data for the SCATTF region is shown in the table below.

	2006		2007		2008	
COUNTY	POPULATION	OFFENSES	POPULATION	OFFENSES	POPULATION	OFFENSES
Bastrop	72,110	106	74,108	104	74,581	121
Bell	264,247	560	261,571	509	281,915	433
Blanco	9,368	4	9,364	3	9,147	6
Caldwell	36,502	48	41,123	39	35,951	14
Colorado	21,324	24	20,883	16	20,705	18
Comal	100,399	119	106,754	133	110,982	148
Fayette	23,176	6	22,614	10	22,629	12
Gonzales	20,142	7	19,692	5	19,280	4
Guadalupe	105,808	135	111,115	118	115,426	152
Hays	128,549	150	136,076	176	148,477	133
Lee	16,994	12	33,385	20	16,437	8
Llano	14,994	10	15,397	16	16,579	11
Milam	26,072	26	25,424	27	24,934	50
Travis	925,145	2,810	948,241	3,246	1,008,075	2,911
Wharton	42,732	63	41,492	52	40,857	60
TOTALS	**1,807,562**	**4,080**	**1,867,239**	**4,474**	**1,945,975**	**4,081**

The Sheriff's Combined Auto Theft Task Force region is a hub of crossroads between Mexico and states north along the IH-35 corridor and US Hwy 59 as well as, to the East and West, IH-10 and US Hwy 290. In 1997, with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since.

Comparing data from 2006-2008, the numbers of reported vehicle thefts have increased 0.02% while the population has increased 7.1% in the 15 county region of the SCATTF.

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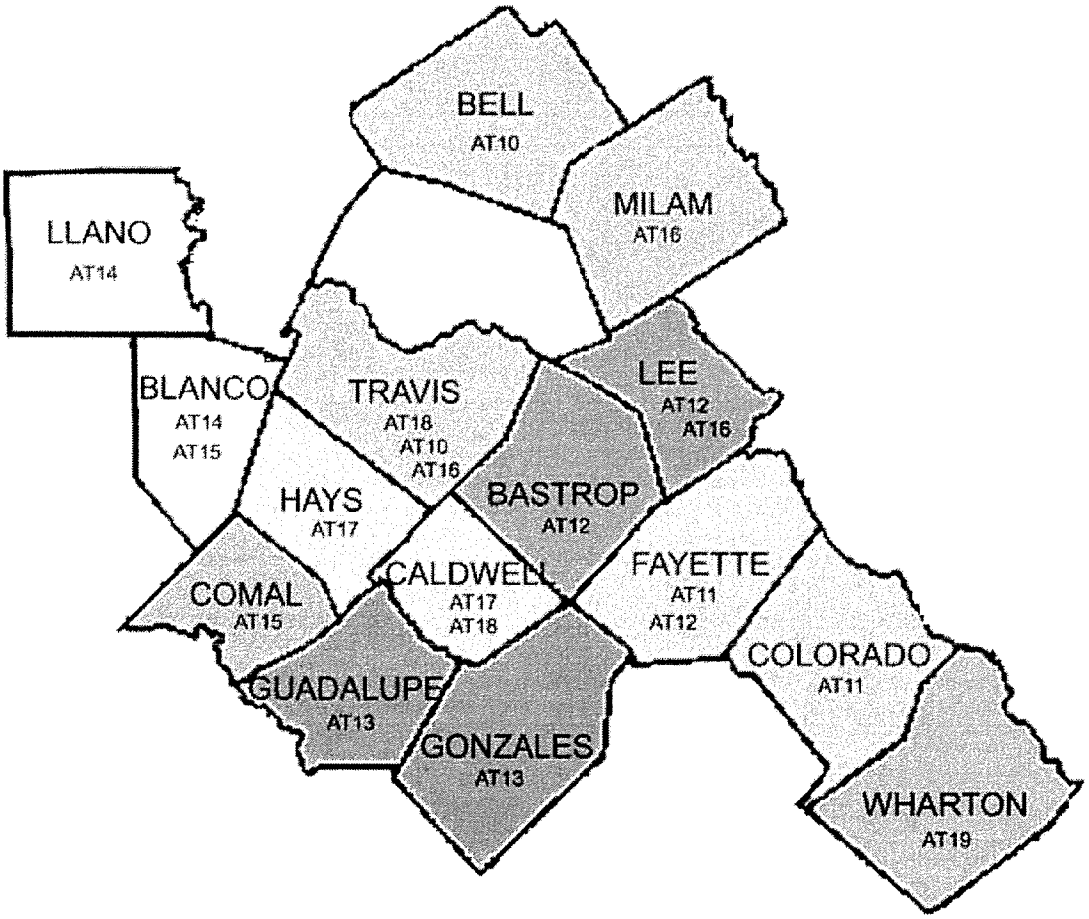
AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

The map below shows the geographical target area of the task force. The members of the task force continue to educate the citizens of the SCATTF jurisdiction that encompasses urban counties such as Hays and Travis Counties where more thefts are likely to occur and rural counties including Blanco, Caldwell, Lee, Llano, and Wharton, etc… where theft rings and chop shops can go undetected more easily.



The most effective tool in the prevention of auto theft is education and the SCATTF has worked diligently and successfully over the past several years to educate the public and other law enforcement agencies in auto theft prevention techniques. The Task Force teaches classes in Basic Auto Theft Recognition and Specialized Auto Theft Recognition.

VIN Etchings and H.E.A.T. Registrations throughout the 15 county region are an important component of the SCATTF's Public Awareness Program, as well as other media events.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

The Task Force uses a Field Training Program to assist incoming agents with their specialized training.

The program consists of a six month hands on training, doing a variety of tasks under the supervision of an experienced Auto Theft Agent. The intention is for new agents to have six months specialized training prior to being released into his / her new assignment.

Teamwork and cooperation are keys to the success of the Task Force. Each agent is physically located within the county they are employed by and all assist with contiguous counties. Through the efforts of the Public Awareness Coordinator and the agents, numerous Public Awareness events are scheduled every year and have resulted in the task force reaching many small communities throughout the 15 county regions. Sheriff's in the region have expressed appreciation to the Task Force for the Public Awareness Program events conducted and welcome more in the future. SCATTF also has a very good working relationship with the Austin Police Department's Auto Theft Interdiction Unit, the Texas Department of Transportation (Investigators), and other Auto Theft Task Forces. Several Task Force members are also TAVTI board members and directors.

It should be noted that the Sheriff's that participate in this Task Force give back. They pay for their Agents fuel, maintenance and insurance on Task Force vehicles. They also cover the fringe benefits for their Agents. Our Sheriff's have a vested interest in this program. They believe in it and see how it is working to better all of those involved.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

2. Goals and Objectives (See Instructions on page 18)

Our goals for this grant year will be to decrease auto thefts with training, public awareness and interdictions. We will also focus on burglary of vehicle related activities as well.

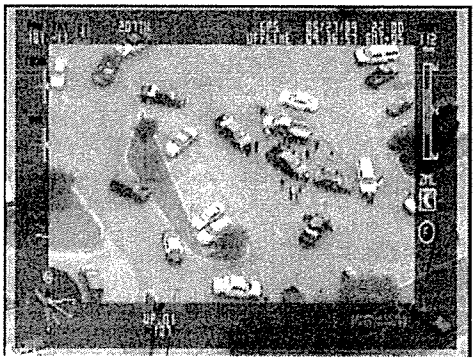
TRAINING:

The SCATTF will continue to reach out to the smaller law enforcement agencies throughout the region. The SCATTF understands that such training is necessary, although time intensive, in combating auto thefts in our area and will continue to provide the classes throughout the region.

INTERDICTIONS / ENFORCEMENT:

The SCATTF will work additional day and night time surveillance in areas known to have a high number of incidents of auto burglaries as well as conduct sting operations.

Major highways used to transport stolen vehicles through the state of Texas are within the SCATTF region. The task force provides interdictions on these roadways. The types of interdictions include working license and weight areas, "operation gateway" at border towns, stationary parking lots, boat ramps, hotel parking lots, mall parking lots, highways, etc. The task force has participated in various operations.



"Nabbed" Comal County Interdiction

Fayette County Interdiction

Recovered from Auto Burglary Surveillance in Guadalupe County

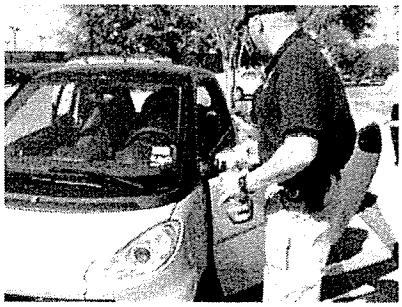
AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

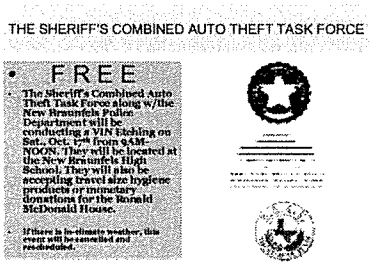
PROGRAM NARRATIVE

2. Goals and Objectives (See Instructions on page 18)

PUBLIC AWARENESS:

The Public Awareness Coordinator and agents continue to enhance the task force effectiveness by coordinating various auto burglary and theft awareness projects such as VIN Etchings, H.E.A.T. Registrations, local neighborhood watches, and joint projects with other agencies. Radio, television, and newspaper and our own website are avenues for advertising. During the first six months of this grant period, 102 Public Awareness Presentations have been conducted. Patrol Officers continue to hand out pamphlets that were created by the Task Force explaining what to expect when your car is broken into or stolen.




THE SHERIFF'S COMBINED AUTO THEFT TASK FORCE

FREE

The Sheriff's Combined Auto Theft Task Force along w/the New Braunfels Police Department will be conducting a VIN Etching on Sat., Oct. 17th from 9AM-NOON. They will be located at the New Braunfels High School. They will also be accepting travel size hygiene products or monetary donations for the Ronald McDonald House.

If there is inclimate weather, this event will be cancelled and rescheduled.

Example of flyer used to advertise upcoming events that are either posted in business's in the area of the upcoming events or on light poles in the neighborhoods

INSPECTIONS AND INVESTIGATIONS:

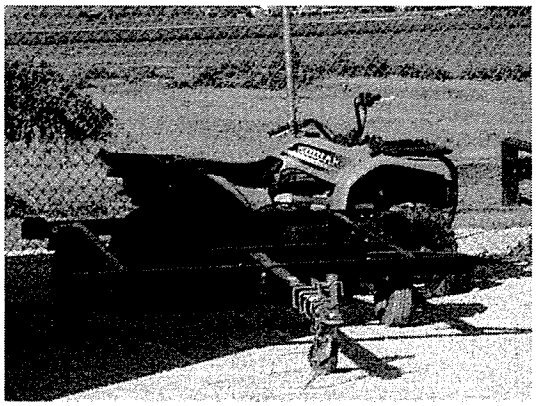
The 15 county regions have more than 130 licensed salvage yard operations. There are also an indeterminate number of unlicensed operations within the combined jurisdiction. Every operation is fertile ground for disposal of stolen autos and component parts. These are also prime sites for obtaining VIN plates for use in clandestine shop re-identification schemes.

The following is a list of the types of salvage inspections that SCATTF conducts:

A. Unlicensed Salvage Yards
B. Licensed Salvage Yards
C. Auto Body / Repair Shops
D. Wrecker / Storage Yard
E. Garage and Mechanic Shops
F. Auto Auctions
G. Used Car Lots
H. Auto Crushers

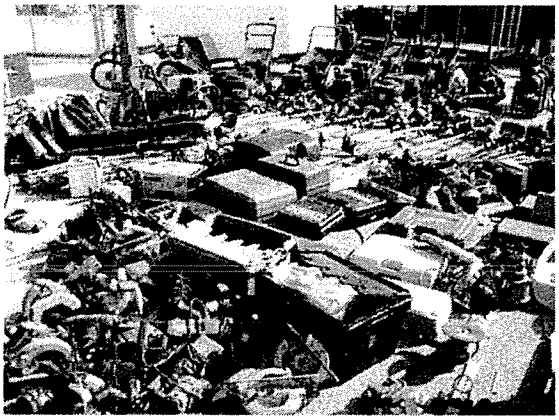
AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE



A trailer full of parts, an ATV and a trailer recovered from a Chop Shop in Guadalupe County

Tools, lawnmowers, motorcycles recovered from a Chop Shop



A Wabash Tractor, a semi trailer and a Ford F Series recovered during an interdiction in Comal County

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

In addition to the items listed above, the following are also part of the program:

- Covert Interdiction – SCATTF implements covert operations throughout the area for the identification and apprehension of those involved in auto related criminal activity, recovery of property and prosecution of perpetrators in criminal auto burglary/theft activity.

- Overt Interdiction – SCATTF currently conducts special operations such as widespread auto interdiction, target interdiction and special assignments. Some of these special assignments include targeting particular areas where high levels of auto theft related criminal activity occurs.

The SCATTF removes most of the jurisdictional limitations, which thieves use against law enforcement, by allowing officers to cross county lines when investigating auto theft and motor vehicle related crime. Because the SCATTF has inter-local agreements with the included counties, the task force is able to operate smoothly and with joint effort. The SCATTF hopes that efforts will help auto theft decline in our jurisdictions, however, growth in the region continues to make this a challenge. While the population has increased by 7.1% from 2006 thru 2008, the reported vehicle thefts in the region has only increased slightly by 0.2% indicating that the joint efforts of the SCATTF agencies and the Auto Burglary and Theft Prevention Authority are making a difference. This being the fourteenth (14th) year of participation in the grant process shows the commitment that the Sheriff's and County Officials in the participating counties have in wanting to reduce auto theft and their related crimes including Burglary of Vehicles.

Currently, the SCATTF includes a Sergeant, who oversees daily operations, manages the investigators and civilian staff, assists with cases and provides training to the employees. The Sergeant is also the direct liaison with ABTPA, the 15 Sheriffs that comprise SCATTF, TAVTI and other vital organizations. The Sergeant works closely with the investigators assisting them in meeting their goals, targeting "hot spots", reviewing all reports, statistics, paperwork (search warrants), covert and overt operation planning, intelligence and information sharing and assisting in public awareness projects.

The function of the field agents/investigators is to investigate criminal activity related to auto theft primarily in their geographical locations/areas. Among the activities they perform are salvage inspections, locate chop shops, conduct training classes, perform covert and overt surveillance, presentation of public awareness events and much more.

The Public Awareness Coordinator/Sr Office Specialist does data entry of auto theft and burglary related cases, answers phones, prepares monthly and quarterly statistics and reports, conducts the Public Awareness Events and much more.

Crime prevention, education, and training will continue to be a major focus of the task force. These goals will be accomplished through public awareness presentations (VIN Etchings, H.E.A.T. Registrations), media releases, and our website (www.scattf.org) to reach the most citizens possible to educate them on the problems, causes of, and solutions to Auto Burglary and Auto Theft.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

3. Functions of the Proposed Project (See Instructions on page 18)

Continued training instruction by our agents will enable SCATTF to reach law enforcement officers throughout the 15 county region to educate and partner with them to help lower Auto Burglary and Auto Theft in Texas.

The target population includes a 15 county area with a combined population of more than 1.9 million and includes both rural and urban counties. The population of this area is projected to increase by more than 162% in the next 35 years. Counties such as Bell, Hays, and Travis are more urban and Auto Burglaries and Thefts are more likely to occur in these counties. Counties such as Blanco, Colorado, Lee, and Llano are more rural where theft rings and chop shops could easily go undetected.

As outlined below, the SCATTF is on schedule to meet or exceed all goals set for the current year.

SCATTF Performance Measures	Goals for FY 09/10	Completed in first 6 months
Training Classes	10	3
Public Awareness Presentations	115	102
Salvage Inspections	40	5
Interdiction Operations	200	212
Chop Shop Identifications	7	4
Vehicle Inspections – Other	1,300	6,143
Public Reached thru media, mail outs, etc.	500,000	1,429,312
68-A's	300	350
Auto Burglary Surveillance Operations	10	8
Warrant Arrest	10	15
Cases Worked by Task Force Agents	840	566
Vehicles Recovered by Task Force Agents	585	351
Render Assistance to other Agencies	600	1,258

The extensive Field Training Program that the Task Force has shows the commitment of SCATTF to raising the education level of all officers in the task force so they in-turn can pass their knowledge onto other officers and the citizens that we serve.

It is due to the experience, qualifications and dedication of the task force agents and the public awareness coordinator that the task force is able to accomplish their objectives year after year, decrease the number of auto burglaries and auto thefts, and serve the citizens of the counties in which we operate and the State of Texas through our cooperative partnerships with other agencies and task forces.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

The SCATTF has been an innovative program with task force counties working together to combat auto burglary and auto theft crime. Each Sheriff who provides an agent to SCATTF has expressed pleasure with the work performance and cohesiveness it provides. The task force enables counties to have a focused and cooperative effort on a specialized segment of crime, yet is tailored to meet the needs of each participant.

The task force continually works with other agencies within the state. These operations and cooperation allow the task force agents to learn from and teach others making them more effective and fostering relationships that assist in the sharing of information to help combat auto burglary and auto theft not only in our area but the state as a whole.

The Texas Commission on Law Enforcement Standards mandates all licensed officers participate in a cultural awareness class at a minimum of every other year. Federal law requires that a Racial Profiling Form be completed on all custody stops made.

PROGRAM NARRATIVE

4. Proposed Evaluation Design (See Instructions on page 18)

An important aspect in evaluating a program of this type is whether the participating agencies (Sheriff's) perceive the program as one that is worthwhile in their county and whether all counties are coordinating efforts with each other for the good of all involved. To receive feedback from the Sheriff's, there have been and will continue to be bi-yearly Board of Governors meetings to discuss agenda items relevant to this project. Minutes from each meeting are recorded and all present are invited to speak on any item of interest. We have found that the attendance of board members helps foster and build relationships. These relationships lead to a quick resolution of issues that cross territorial boundaries historically difficult to cross.

We will continue to keep monthly stats to track the progress of the unit and monitor the crime statistics of our region and the state and country as a whole to ensure that we are continuing to make a difference in the fight against auto burglary and auto theft. Our goals for the 2009-2010 grant periods are in the chart below:

Activity	Goals for FY 09/10	Goals for FY 10/11
Training Classes	10	10
Public Awareness Presentations	115	115
Public Reached thru media, mail outs, etc.	500,000	500,000
Salvage Inspections	40	40
Interdiction Operations	200	200
Chop Shop Identifications	7	7
Vehicle Inspections – Other	1,300	1,300
Render Assistance to other Agencies	600	600
Bait Vehicle Operations	NA	10
Auto Burglary Surveillance Operations	10	10
Warrant Arrest	10	10
Cases Worked by Task Force Agents	840	840
Vehicles Recovered by Task Force Agents	585	585

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESIGNATION OF GRANT OFFICIALS

ABTPA rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, but under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the Financial and Administrative Requirements section of the ABTPA Grant Application and Administration Guidelines governing submission of this application, the following designations are made:

APPLICANT: TRAVIS COUNTY

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force (SCATTF)

Mr. Joe Escribano Project Director (Type or Print)	Ms. Susan Spataro Financial Officer (Type or Print)
Lieutenant, Travis County Sheriff's Office Title and Agency	County Auditor, Travis County Title and Agency
PO Box 1748 Business Address (Street or P. O. Box)	PO Box 1748 Business Address (Street or P. O. Box)
Austin 78767 City Zip	Austin 78767 City Zip
512.854.9735 / 512.854.7410 (fax) Telephone and Fax Numbers	512.854.9125 / 512.854.9164 (fax) Telephone and Fax Numbers

Mr. Samuel T. Biscoe
Authorized Official (Type or Print)

County Judge, Travis County
Title and Agency

PO Box 1748
Business Address (Street or P. O. Box)

Austin 78767
City Zip

512.854.9555 / 512.854.9535 (fax)
Telephone and Fax Numbers

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

AMERICANS WITH DISABILITIES ACT CERTIFICATION

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

Authorized Official

Date

Travis County
Grantee

Sheriff's Combined Auto Theft Task Force
Project Title

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

AUTHORIZED OFFICIAL

DATE

Travis County
GRANTEE

8C

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

COMPLIANCE REQUIREMENT

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1) Salaries are in accordance with local policy of the participating agencies.

2) Personnel are classified in accordance with the needed qualification for the position.

3) Fringe Benefits are in accordance with local policy of the participating agencies.

4) Travel Policy is in accordance with the travel policy of the participating agencies.

Authorized Official

Date

Travis County
Grantee

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, _____, certify that:

This agency employs fewer than 50 people; therefore, the _____
(Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of $25,000; therefore, the **County of Travis** has formulated an equal employment opportunity
(Agency)

program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

Tracey Calloway
(name)

Director Human Resources
(title)

PO Box 1748, Austin, TX 78767
(address)

for review or audit by an official of the Automobile Burglary & Theft Prevention Authority as required by relevant laws and regulations.

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force

_____
Authorized Official (signature)

_____
Project Director (signature)

_____
Date

_____
Date

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply with ABTPA grant rules and UGMS.

2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.

5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.

6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section ____.36 for additional guidance on contract provisions.)

9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)

16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official _____ Date _____

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AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1. __X__ Grant(s) expenditures of $300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. _____ Grant(s) expenditures of $300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
3. _____ Grant(s) expenditures of less than $300,000 in federal funds - Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
4. _____ Grant(s) expenditures less than $300,000 but $50,000 or more in state funds - A program-specific audit.
5. _____ Grant(s) expenditures less than a total of $50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

NOTE: **Grantees exempt from the Single Audit Act requirements (i.e. those expending less than $300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.**

_____
Authorized Official (Signature)

_____
Financial Officer (Signature)

_____/_____/_____
Date

_____/_____/_____
Date

Travis County
Grantee Organization

SA-T01-10069
Grant Number

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

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Item 28

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **May 4, 2010**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 2010 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF $11,145,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item budget

_____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

AN ORDER OF THE

TRAVIS COUNTY COMMISSIONERS COURT

authorizing

$11,145,000
TRAVIS COUNTY, TEXAS
PERMANENT IMPROVEMENT BONDS
SERIES 2010
(LIMITED TAX)

Adopted: May 4, 2010

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ARTICLE I

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EXECUTION

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AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 2010 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF $11,145,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at one or more of the county-wide elections held in Travis County, Texas (the "County"), on November 6, 2001 and November 8, 2005;

WHEREAS, at said elections, the following are among the purposes and amounts of the permanent improvement bonds which were authorized, reflecting any amount previously issued pursuant to such voted authorization, the amount therefrom being issued pursuant to this Order, and the balance that remains unissued after the issuance of the permanent improvement bonds herein authorized, to-wit:

Purpose	Amount Voted	Amount Previously Issued	Amount Being Issued	Unissued Balance
2001 Election				
County Parks (Prop. 2)	$28,600,000	$28,400,000	$ -0-	$200,000
2005 Election				
Parks and Parkland	62,150,000	48,980,000	11,145,000	2,025,000

WHEREAS, the Commissioners Court of Travis County has found and determined that it is necessary and in the best interest of the County and its citizens that it authorize by this Order the issuance and delivery of $11,145,000 of such bonds in a single series at this time;

WHEREAS, it is affirmatively found that the County is authorized to issue, sell and deliver such bonds pursuant to the Constitution and laws of the State of Texas, particularly Chapter 331, Texas Local Government Code, as amended, and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Order.

"Bonds" means the County's bonds authorized to be issued by Section 3.01 of this Order and designated as "Travis County, Texas, Permanent Improvement Bonds, Series 2010 (Limited Tax)."

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioners Court" means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

"County" means Travis County, Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 11.01 of this Order.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Commissioners Court.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Order.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

"Project" means the purposes for this the Bonds are issued as set forth in Section 301.

"Purchase Contract" means the purchase contract between the County and the Underwriters pertaining to the sale of the Bonds.

"Record Date" means the fifteenth day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Order.

"Representations Letter" means the Blanket Letter of Representations between the County and DTC.

"Representative" means the entity designated as the representative of the Underwriters in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Order.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Order.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

"Underwriters" mean the entities named in the Purchase Contract as the underwriters of the Bonds.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Permanent Improvement Bonds, Series 2010 (Limited Tax), Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, Permanent Improvement Bonds, Series 2010 (Limited Tax)" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 331, Texas Local Government Code, as amended. The Bonds shall be issued in the aggregate principal amount of $11,145,000 for the purposes of (i) constructing and improving county parks and the acquisition of land and interests in land in connection therewith, including, without limitation, the acquisition of open space park land (2005) (the "Project") and (ii) paying the costs of issuance of the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated May 1, 2010. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

Years	Principal Amount	Interest Rates	Years	Principal Amount	Interest Rates

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At

the option of an Owner of at least $1,000,000 principal amount of Bonds, interest may be paid by wire transfer to the bank account of such owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond

delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Representative a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for

exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the County or may in accordance with law destroy such cancelled Bonds and periodically furnish the County with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form

surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance of the Bonds, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such

successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representations Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The County reserves the option to redeem Bonds maturing on and after March 1, 2021 in whole or any part, before their respective scheduled maturity dates, on March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar

from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.04(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
PERMANENT IMPROVEMENT BOND
SERIES 2010
(LIMITED TAX)

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	March 1, ____	May 1, 2010	_____ _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2011.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the designated payment/transfer office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 in principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $11,145,000 (herein referred to as the "Bonds"), issued pursuant to a certain order of the County (the "Order") for the purpose of providing funds for improvement of County parks as described in the Order, and to pay the costs of issuing the Bonds.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2021 in whole or in part before their respective scheduled maturity dates, on March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the county in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bond or portion thereof shall cease to accrue.

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent

to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

In witness whereof, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Bond.

_____
County Judge

_____
County Clerk

REGISTERED:

_____
County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By:_____

Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

_____

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates"

(Information to be inserted from schedule in Section 3.02 of this Order)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be attached to or printed on the reverse side of each Bond.

Section 6.05 Statement of Insurance.

A statement relating to municipal bond insurance obtained for the Bonds, if any, may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Purchase Contract. The form, terms and provisions of the Purchase Contract are hereby approved and the County Judge is hereby authorized and directed to execute and deliver such Purchase Contract. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall be initially registered in the name of the Representative or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The County agrees to deliver appropriate numbers of executed copies thereof to the Representative. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the County Judge, may be used by the Underwriters in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Bonds on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02 Control and Delivery of Bonds.

(a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) Amounts received as premium on the Bonds shall be applied to pay costs of issuance of the Bonds and, after such application, any remaining amount of premium shall be deposited to the Interest and Sinking Fund.

(c) The remaining proceeds of the Bonds shall be deposited to a special account of the County and shall be used solely for the purposes for which the Bonds are being issued, as herein provided. To the extent any of such sum is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until the accomplishment of the purposes for which the Bonds are issued; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and in the manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provisions of Sections 103 and 141 through 150 of the Code and any Regulations that are applicable to the Bonds. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Article X will

satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Bonds (within

the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09 Registered Bonds.

The Bonds will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.02 Material Event Notices.

(a) The County shall notify the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;

(vii) modifications to rights of Owners;

(viii) bond calls;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds; and

(xi) rating changes.

(b) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.01 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any bond calls and any defeasances that cause the County to be no longer an "obligated person".

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM

ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this May 4, 2010.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.

Item 29

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **May 4, 2010**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2010 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF $108,250,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item budget

_____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting

AN ORDER OF THE

TRAVIS COUNTY COMMISSIONERS COURT

authorizing

$108,250,000
TRAVIS COUNTY, TEXAS
CERTIFICATES OF OBLIGATION
SERIES 2010 (LIMITED TAX)

Adopted: May 4, 2010

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AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2010 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF $108,250,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to the Constitution and laws of the State of Texas, particularly Article VIII, Section 9, of the Constitution of the State of Texas and Subchapter C of Chapter 271, Texas Local Government Code, as amended, Travis County, Texas (the "County"), is authorized to issue certificates of obligation for the purposes specified in this Order and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the County is authorized to provide that such certificates of obligation will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the County, in combination with all or a part of certain surplus revenues of the County's solid waste disposal system remaining after payment of any obligations of the County payable in whole or in part from a lien or pledge of such revenues; and

WHEREAS, the Commissioners Court of the County has found and determined that it is necessary and in the best interests of the County and its citizens that it issue the certificates of obligation authorized by this Order; and

WHEREAS, pursuant to an order heretofore passed by this governing body, notice of the intention to issue certificates of obligation of the County payable as provided in this Order was published in a newspaper of general circulation in the County in accordance with the laws of the State of Texas, with such certificates of obligation to be issued in the amount provided herein for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, no petition of any kind has been filed with any official of the County protesting the issuance of such certificates of obligation; and

WHEREAS, the County is now authorized and empowered to proceed with the issuance of such certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

"Certificate" means any of the Certificates.

"Certificate Date" means the date designated as the initial date of the Certificates by Section 3.02(a) of this Order.

"Certificates" means the County's certificates of obligation authorized to be issued by Section 3.01 of this Order and designated as "Travis County, Texas, Certificates of Obligation, Series 2010 (Limited Tax)."

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioners Court" means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

"County" means Travis County, Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 11.01 of this Order.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Commissioners Court.

"Initial Certificate" means the Initial Certificate authorized by Section 3.04 of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Order.

"Interest Payment Date" means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity, such dates being September 1 and March 1 of each year, commencing March 1, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

"Project" means the purposes for which the Certificates are issued as set forth in Section 3.01.

"Purchase Contract" means the purchase contract between the County and the Underwriters pertaining to the sale of the Certificates.

"Record Date" means the fifteenth day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Order.

"Representations Letter" means the Blanket Letter of Representations between the County and DTC.

"Representative" means the entity designated as the representative of the Underwriters in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Order.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Order.

"Surplus Revenues" means the revenues of the County's solid waste disposal system in an amount not to exceed $1,000 remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements with respect to all of the County's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from all or any part of such revenues.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable.

"Underwriters" means the entities named in the Purchase Contract as the underwriters of the Certificates.

Section 1.02 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Order are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Order.

(d) Pursuant to the provisions of Chapter 364, Texas Health and Safety Code, and Subchapter C of Chapter 271, Texas Local Government Code, both as amended, the County hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due to the extent the taxes mentioned above shall ever be insufficient or unavailable for such purpose. The County reserves the right to issue bonds or other obligations for any lawful purpose at any time, in one or more installments that are payable, in whole or in part, from the revenues of the County's solid waste disposal system. In which event, the payment of debt service, reserve and other requirements with respect to such revenue bonds and other obligations shall be deducted from revenues in determining Surplus Revenues.

(e) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Certificates of Obligation, Series 2010 (Limited Tax), Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01 Authorization.

The County's certificates of obligation to be designated "Travis County, Texas, Certificates of Obligation, Series 2010 (Limited Tax)" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically §§271.041-.063, Local Government Code, V.T.C.A., as amended. The Certificates shall be issued in the aggregate principal amount of $108,250,000 for the purpose of evidencing the indebtedness of the County to pay the costs or a portion of the costs for (a) (i) acquiring and installing computer equipment, including acquiring and installing a financial services computer system; (ii) acquiring, improving and renovating land and a building at 700 Lavaca Street,

including the associated parking structure, for administrative and justice purposes; (iii) improving and renovating existing County administrative and justice facilities; (iv) acquiring, constructing and improving heating, air conditioning and ventilation systems in County buildings; (v) improving and renovating the County Sheriff's office; (vi) constructing and improving County roads, including bridge construction, utility relocation, and safety and signalization improvements, and acquiring right-of-way in connection therewith; (vii) acquiring County vehicles, including emergency services vehicles; (viii) acquiring a helicopter for emergency services purposes; (ix) acquiring equipment for County jail and administrative facilities; (x) acquiring land and a building at 5325 Airport Blvd. for County administrative purposes; (xi) acquiring land, including any buildings or structures thereon, if any, in downtown Austin for justice and administration purposes; and (xii) paying professional and engineering fees related to the above-described purposes ((i) through (xi), collectively, the "Project"); and (b) the costs of issuance with respect to such certificates of obligation, including but not limited to fees for professional services and incidental expenses related to such purposes.

Section 3.02 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated May 1, 2010. The Certificates shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

Year	Principal Amount	Interest Rate

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date. Interest on the Certificates shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the maturity date thereof upon presentation and surrender of such Certificate at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Certificates, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or

facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Representative a single typewritten Certificate for each maturity of the Certificates, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Order.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

Section 3.07 Cancellation.

All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the County or may in accordance with law destroy such cancelled Certificates and periodically furnish the County with certificates of destruction of such Certificates.

Section 3.08 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the County may execute and, upon

the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the County executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a single separate fully registered Certificate for each of the maturities thereof. Upon initial issuance of the Certificates, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices with respect to such Certificate and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person

other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the County determines that it is in the best interest of the County and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representations Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The County reserves the option to redeem Certificates maturing on and after March 1, 2021 in whole or any part, before their respective scheduled maturity dates, on

March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03 Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to

the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.04(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

If the County shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Certificates as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Certificates on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2010 (LIMITED TAX)

INTEREST RATE:	MATURITY DATE:	CERTIFICATE DATE:	CUSIP NUMBER:
_____%	March 1, ____	May 1, 2010	_____ _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on September 1 and March 1 each year, commencing March 1, 2011.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the designated payment/transfer office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 in principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days

thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of $108,250,000 (herein referred to as the "Certificates"), issued pursuant to a certain order of the County (the "Order") for the purpose of paying contractual obligations to be incurred for authorized public buildings, improvements, facilities and equipment as described in the Order (the "Project") and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the costs of issuance of the Certificates.

As provided in the Order, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

The County has reserved the option to redeem the Certificates maturing on or after March 1, 2021 in whole or in part before their respective scheduled maturity dates, on March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the

Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the county in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

It is hereby certified and recited that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Order, derived by the County from the operation of the solid waste disposal system in an amount limited to $1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the County, including the Certificates, does not exceed any constitutional or statutory limitation.

In witness whereof, the County has caused this Certificate to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Certificate.

_____
County Judge

_____
County Clerk

REGISTERED:

_____
County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Certificates referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____

_____

_____

(print or typewrite name, address and Zip Code of transferee)

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/ Registrar.

Signature Guaranteed By:

_____

_____
Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates"

(Information to be inserted from schedule in Section 3.02 of this Order)

(iii) the Initial Certificate shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04 Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be attached to or printed on the reverse side of each Certificate.

Section 6.05 Statement of Insurance.

A statement relating to municipal bond insurance obtained for the Certificates, if any, may be printed on or attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Certificates; Official Statement.

(a) The Certificates are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Purchase Contract. The form, terms and provisions of the Purchase Contract are hereby approved and the County Judge is hereby authorized and directed to execute and deliver such Purchase Contract. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Representative, or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto and the final official statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The County agrees to deliver appropriate numbers of executed copies thereof to the Representative. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the County Judge and the Representative, may be used by the Underwriters in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Certificates by the Underwriters are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Certificates, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Certificates on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 7.02 Control and Delivery of Certificates.

(a) The County Judge is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of

Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Certificates from the Certificate Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) Amounts received as premium on the Certificates shall be applied to pay costs of issuance of the Certificates and, after such application, the remaining balance of such premium shall be deposited to the Interest and Sinking Fund.

(c) The remaining proceeds received on the Closing Date shall be deposited to a special account of the County, such moneys to be dedicated and used solely for the purposes for which the Certificates are being issued as herein provided. Any amounts remaining following completion of the Project shall be transferred to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order and any of the funds to be deposited pursuant to Section 7.03(b) hereof, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.03(b) hereof shall be credited to the account where deposited until the acquisition or construction of the Project is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or maturity date. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Certificates.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Certificate; the County will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and in the manner prescribed in such Certificate; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Certificates will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code, and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provisions of Sections 103 and 141 through 150 of the Code and any applicable Regulations that are applicable to the Certificates. In particular, the County covenants and agrees to comply with each requirement of this Article X; provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or (ii) that compliance with some other requirement set forth in this Article X

will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Certificates Are Not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Certificates to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain

amounts earned by the County on the investment of the "gross proceeds" of the Certificates (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any Certificates of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until six years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

Section 10.09 Registered Form.

The Certificates will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Certificates.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Certificates may be defeased, refunded or discharged in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to each MSRB. The County shall provide audited financial statements for the applicable Fiscal Year to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to MSRB or filed with the SEC.

Section 13.02 Material Event Notices.

(a) The County shall notify the MSRB, in a timely manner, of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Certificates;

(vii) modifications to rights of Owners;

(viii) redemption calls;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Certificates; and

(xi) rating changes.

(b) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.01 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice of any redemption calls and any defeasances that cause the County to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT

AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this May 4, 2010.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded Fiscal Year.

2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.

Item 30

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **May 4, 2010**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2010 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF $14,200,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item budget

_____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting

AN ORDER OF THE

TRAVIS COUNTY COMMISSIONERS COURT

authorizing

$14,200, 000
TRAVIS COUNTY, TEXAS
CERTIFICATES OF OBLIGATION
TAXABLE SERIES 2010 (LIMITED TAX)

Adopted: May 4, 2010

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EXHIBIT A – Description of Annual Disclosure of Financial Information A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2010 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF $14,200,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to the Constitution and laws of the State of Texas, particularly Article VIII, Section 9, of the Constitution of the State of Texas and Subchapter C of Chapter 271, Texas Local Government Code, as amended, Travis County, Texas (the "County"), is authorized to issue certificates of obligation for the purposes specified in this Order and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the County is authorized to provide that such certificates of obligation will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the County, in combination with all or a part of certain surplus revenues of the County's solid waste disposal system remaining after payment of any obligations of the County payable in whole or in part from a lien or pledge of such revenues; and

WHEREAS, the Commissioners Court of the County has found and determined that it is necessary and in the best interests of the County and its citizens that it issue the certificates of obligation authorized by this Order; and

WHEREAS, pursuant to an order heretofore passed by this governing body, notice of the intention to issue certificates of obligation of the County payable as provided in this Order was published in a newspaper of general circulation in the County in accordance with the laws of the State of Texas, with such certificates of obligation to be issued in the amount provided herein for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, no petition of any kind has been filed with any official of the County protesting the issuance of such certificates of obligation; and

WHEREAS, the County is now authorized and empowered to proceed with the issuance of such certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

"Certificate" means any of the Certificates.

"Certificate Date" means the date designated as the initial date of the Certificates by Section 3.02(a) of this Order.

"Certificates" means the County's certificates of obligation authorized to be issued by Section 3.01 of this Order and designated as "Travis County, Texas, Certificates of Obligation, Taxable Series 2010 (Limited Tax)."

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Commissioners Court" means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

"County" means Travis County, Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 11.01 of this Order.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Commissioners Court.

"Initial Certificate" means the Initial Certificate authorized by Section 3.04 of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Order.

"Interest Payment Date" means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity, such dates being September 1 and March 1 of each year, commencing March 1, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

"Project" means the purposes for which the Certificates are issued as set forth in Section 3.01.

"Purchase Contract" means the purchase contract between the County and the Underwriters pertaining to the sale of the Certificates.

"Record Date" means the fifteenth day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Order.

"Representations Letter" means the Blanket Letter of Representations between the County and DTC.

"Representative" means the entity designated as the representative of the Underwriters in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Order.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Order.

"Surplus Revenues" means the revenues of the County's solid waste disposal system in an amount not to exceed $1,000 remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements with respect to all of the County's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from all or any part of such revenues.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable.

"Underwriters" means the entities named in the Purchase Contract as the underwriters of the Certificates.

Section 1.02 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Order are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Order.

(d) Pursuant to the provisions of Chapter 364, Texas Health and Safety Code, and Subchapter C of Chapter 271, Texas Local Government Code, both as amended, the County hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due to the extent the taxes mentioned above shall ever be insufficient or unavailable for such purpose. The County reserves the right to issue bonds or other obligations for any lawful purpose at any time, in one or more installments that are payable, in whole or in part, from the revenues of the County's solid waste disposal system. In which event, the payment of debt service, reserve and other requirements with respect to such revenue bonds and other obligations shall be deducted from revenues in determining Surplus Revenues.

(e) If the liens and provisions of this Order shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Certificates of Obligation, Taxable Series 2010 (Limited Tax), Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01 Authorization.

The County's certificates of obligation to be designated "Travis County, Texas, Certificates of Obligation, Taxable Series 2010 (Limited Tax)" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically §§271.041-.063, Local Government Code, V.T.C.A., as amended. The Certificates shall be issued in the aggregate principal amount of $14,200,000 for the purpose of evidencing the indebtedness of the County to pay a portion of the costs for acquiring, improving and renovating land and a building at 700 Lavaca Street, including the associated parking structure, for administrative and justice purposes (the "Project"), and to pay the costs of issuance with respect to such certificates of obligation, including but not limited to fees for professional services and incidental expenses related to such purposes.

Section 3.02 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated May 1, 2010. The Certificates shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

Year	Principal Amount	Interest Rate

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date. Interest on the Certificates shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided,

however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the maturity date thereof upon presentation and surrender of such Certificate at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Certificates, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the

Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Representative a single typewritten Certificate for each maturity of the Certificates, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Order.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of

$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

Section 3.07 Cancellation.

All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the County or may in accordance with law destroy such cancelled Certificates and periodically furnish the County with certificates of destruction of such Certificates.

Section 3.08 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the County executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a single separate fully registered Certificate for each of the maturities thereof. Upon initial issuance of the Certificates, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices with respect to such Certificate and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the County determines that it is in the best interest of the County and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such

successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representations Letter of the County to DTC.

ARTICLE IV

NO REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01 No Redemption Before Maturity.

The Certificates shall not be subject to redemption before scheduled maturity

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Certificates as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Certificates on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2010 (LIMITED TAX)

INTEREST RATE:	MATURITY DATE:	CERTIFICATE DATE:	CUSIP NUMBER:
_____%	March 1, ____	May 1, 2010	_____ _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on September 1 and March 1 each year, commencing March 1, 2011.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the designated payment/transfer office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 in principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of $14,200,000 (herein referred to as the "Certificates"), issued pursuant to a certain order of the County (the "Order") for the purpose of paying contractual obligations to be incurred for authorized public buildings, improvements, facilities and equipment as described in the Order (the "Project") and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the costs of issuance of the Certificates.

As provided in the Order, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same

stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

The Certificates are not subject to redemption prior to stated maturity.

It is hereby certified and recited that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Order, derived by the County from the operation of the solid waste disposal system in an amount limited to $1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the County, including the Certificates, does not exceed any constitutional or statutory limitation.

In witness whereof, the County has caused this Certificate to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Certificate.

_____
County Judge

_____
County Clerk

REGISTERED:

_____
County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Certificates referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____
_____
_____
(print or typewrite name, address and Zip Code of transferee)
(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

_____
NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/ Registrar.

Signature Guaranteed By:

_____

_____
Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates"

(Information to be inserted from schedule in Section 3.02 of this Order)

(iii) the Initial Certificate shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04 Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be attached to or printed on the reverse side of each Certificate.

Section 6.05 Statement of Insurance.

A statement relating to municipal bond insurance obtained for the Certificates, if any, may be printed on or attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Certificates; Official Statement.

(a) The Certificates are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Purchase Contract. The form, terms and provisions of the Purchase Contract are hereby approved and the County Judge is hereby authorized and directed to execute and deliver such Purchase Contract. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Representative, or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto and the final official statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The County agrees to deliver appropriate numbers of executed copies thereof to the Representative. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the County Judge and the Representative, may be used by the Underwriters in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Certificates by the Underwriters are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Certificates, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Certificates on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 7.02 Control and Delivery of Certificates.

(a) The County Judge is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of

Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Certificates from the Certificate Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) Amounts received as premium on the Certificates shall be applied to pay costs of issuance of the Certificates and, after such application, the remaining balance of such premium shall be deposited to the Interest and Sinking Fund.

(c) The remaining proceeds received on the Closing Date shall be deposited to a special account of the County, such moneys to be dedicated and used solely for the purposes for which the Certificates are being issued as herein provided. Any amounts remaining following completion of the Project shall be transferred to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order and any of the funds to be deposited pursuant to Section 7.03(b) hereof, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.03(b) hereof shall be credited to the account where deposited until the acquisition or construction of the Project is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or maturity date. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Certificates.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Certificate; the County will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and in the manner prescribed in such Certificate; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01 Discharge.

The Certificates may be defeased, refunded or discharged in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The County shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within

such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to each MSRB. The County shall provide audited financial statements for the applicable Fiscal Year to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to MSRB or filed with the SEC.

Section 12.02 Material Event Notices.

(a) The County shall notify the MSRB, in a timely manner, of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Certificates;

(vii) modifications to rights of Owners;

(viii) redemption calls;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Certificates; and

(xi) rating changes.

(b) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 12.01 of this Order by the time required by such Section.

Section 12.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice of any redemption calls and any defeasances that cause the County to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the

interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this May 4, 2010.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded Fiscal Year.

2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.

Item 31

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **May 4, 2010**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, UNLIMITED TAX ROAD BONDS, SERIES 2010, IN THE AGGREGATE PRINCIPAL AMOUNT OF $3,555,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A BOND PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting

AN ORDER OF THE

TRAVIS COUNTY COMMISSIONERS COURT

authorizing

$3,555,000
TRAVIS COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS
SERIES 2010

Adopted: May 4, 2010

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EXECUTION

Exhibit A - Description of Annual Disclosure of Financial Information A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, UNLIMITED TAX ROAD BONDS, SERIES 2010, IN THE AGGREGATE PRINCIPAL AMOUNT OF $3,555,000; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A BOND PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, at county-wide elections held in Travis County, Texas (the "County"), on November 4, 1997, November 7, 2000, November 6, 2001 and November 8, 2005, the County was authorized by the voters to issue unlimited tax road bonds;

WHEREAS, at said elections, the following are among the purposes and amounts of the unlimited tax road bonds which were authorized, reflecting any amount previously issued pursuant to such voted authorization, the amount of certificates of obligation issued in lieu thereof, the amount therefrom being issued pursuant to this Order, and the balance that remains unissued after the issuance of the unlimited tax road bonds herein authorized, to-wit:

Purpose	Amount Voted	Amount Previously Issued	In Lieu C.O.s Issued	Amount Being Issued	Unissued Balance
2000 Election					
Road Bonds	$28,000,000	$22,000,000	$4,000,000	$ -0-	$2,000,000
2001 Election					
Road and Bridges (Prop. 1)	57,430,000	55,240,000	-0-	-0-	2,190,000
2005 Election					
Road Bonds	65,225,000	57,850,000	-0-	3,555,000	3,820,000

WHEREAS, the Commissioners Court of Travis County has found and determined that it is necessary and in the best interest of the County and its citizens that it authorize by this Order the issuance and delivery of $3,555,000 bonds in a single series at this time;

WHEREAS, it is affirmatively found that the County is authorized to issue, sell and deliver such bonds pursuant to the Constitution and laws of the State of Texas, particularly Article III, Section 52 of the Texas Constitution ("Article III, Section 52") and Section 1471.011 of the Texas Government Code; particularly, it is also affirmatively found that the amount of all Article III, Section 52 debt outstanding within the County (including the Bonds) does not exceed twenty-five percent (25%) of the taxable assessed value of real property within the County; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Order.

"Bonds" means the County's bonds authorized to be issued by Section 3.01 of this Order and designated as "Travis County, Texas, Unlimited Tax Road Bonds, Series 2010."

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioners Court" means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

"County" means Travis County, Texas.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 11.01 of this Order.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Commissioners Court.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Order.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

"Purchase Contract" means the purchase contract between the County and the Underwriters pertaining to the sale of the Bonds.

"Record Date" means the fifteenth day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Order.

"Representations Letter" means the Blanket Letter of Representations between the County and DTC.

"Representative" means the entity designated as the representative of the Underwriters in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Order.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Order.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

"Underwriters" mean the entities named in the Purchase Contract as the Underwriters of the Bonds.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, without legal limit as to rate or amount, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02. Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Unlimited Tax Road Bonds, Series 2010, Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The County's bonds to be designated "Travis County, Texas, Unlimited Tax Road Bonds, Series 2010" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 1471, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of $3,555,000 for providing funds to: (i) pay the costs for the construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof, including, without limitation, related road drainage, replacement and improvement of road bridges and the acquisition of right-of-way in connection with state highway projects (2005) (the "Project"); and (ii) pay the costs of issuance of the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated May 1, 2010. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

Years	Principal Amount	Interest Rates	Years	Principal Amount	Interest Rates

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary

banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of Bonds, interest may be paid by wire transfer to the bank account of such owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the

Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Representative a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000, and in an

aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the County or may in accordance with law destroy such cancelled Bonds and periodically furnish the County with certificates of destruction of such Bonds.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized

denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction. or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits

and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance of the Bonds, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event

DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Redemption Before Maturity.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The County reserves the option to redeem Bonds maturing on and after March 1, 2021 in whole or any part, before their respective scheduled maturity dates, on March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.04(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04. Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in

this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
UNLIMITED TAX ROAD BOND
SERIES 2010

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	March 1, _____	May 1, 2010	_____ _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2011.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the designated payment/transfer office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 in principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $3,555,000 (herein referred to as the "Bonds"), issued pursuant to a certain order of the County (the "Order") for the purpose of providing funds for road construction and improvements as described in the Order and to pay the costs of issuing the Bonds.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2021 in whole or in part before their respective scheduled maturity dates, on March 1, 2020 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the county in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bond or portion thereof shall cease to accrue.

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Bonds, without legal limit as to rate or amount.

In witness whereof, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Bond.

_____
County Judge

_____
County Clerk

REGISTERED:

_____
County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required

by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

_____

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates "

(Information to be inserted from schedule in Section 3.02 of this Order)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03. CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be attached to or printed on the reverse side of each Bond.

Section 6.05. Statement of Insurance.

A statement relating to municipal bond insurance obtained for the Bonds, if any, may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Purchase Contract. The form, terms and provisions of the Purchase Contract are hereby approved and the County Judge is hereby authorized and directed to execute and deliver such Purchase Contract. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall be initially registered in the name of the Representative or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The County agrees to deliver appropriate numbers of executed copies thereof to the Representative. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the County Judge, may be used by the Underwriters in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the bonds on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02. Control and Delivery of Bonds.

(a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03. Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) Amounts received as premium on the Bonds shall be applied to pay costs of issuance of the Bonds and, after such application, any remaining amount shall be deposited to the Interest and Sinking Fund.

(c) The remaining proceeds of the Bonds shall be deposited to a special account of the County and shall be used solely for the purposes for which the Bonds are being issued, as herein provided. To the extent any of such sum is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until the accomplishment of the purposes for which the Bonds are issued; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02. Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and in the manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01. General Tax Covenants.

The County intends that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provision of Sections 103 and 141 through 150 of the Code and the applicable Regulations that

are applicable to the Bonds. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02. No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03. No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04. Bonds are not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05. No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06. Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 10.07. Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08. Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09. Registration.

The Bonds will be issued in registered form.

Section 10.10. Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01. Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Annual Reports.

(a) The County shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.02. Material Event Notices.

(a) The County shall notify the MSRB in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;

(vii) modifications to rights of Owners;

(viii) bond calls;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds; and

(xi) rating changes.

(b) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.01 of this Order by the time required by such Section.

Section 13.03. Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any bond calls and any defeasances that cause the County to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM

ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this May 4, 2010.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.

Agenda Item No. 32

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session May 4, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text: Take appropriate action to approve Resolution regarding Section 147(f) approval for the issuance of obligations for the financing of a license to operate a non-commercial radio station the tower for which is located at 5319 Buckman Mountain Road within the jurisdiction of Travis County, Texas.

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:

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 27 AM 9:53

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.

Updated 04-29-10 at 3:53pm

34

NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

County of TRAVIS
STATE OF TEXAS

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for May 5, 2010.

1. A. Request made by Nelda Wells Spears Nelda Wells Spears Phone 854-9742

   B. Requested Text:

   Request Commissioners Court approval of Amendment One to a contact between Texas Department of Transportation and Travis County relating to subcontractors and title services contracting with the Tax Office.

   C. Approved by: _____

II. A. Is backup material attached? Yes

   B. Have agencies affected been invited? Yes

   David Escamilla, County Attorney / 49415
   Barbara Wilson, Assistant County Attorney / 49415
   Purchasing office / 49700

III. Personnel – no change

IV. Budget Request – no action needed

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 28 PM 12:17

Updated 04-29-10 at 3:53pm

County of TRAVIS STATE OF TEXAS

NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

MEMORANDUM

DATE: May 5, 2010

TO: Travis County Commissioner's Court

FROM: Nelda Wells Spears, Tax Assessor-Collector

SUBJECT: Department of Motor Vehicles (formerly)
Texas Department of Transportation (TxDOT) Contract

On September 23, 2003, Commissioner's Court approved Amendment One to the Agreement for the use of State of Texas Automation Equipment with DMV (TxDOT) (copy attached). This Amendment authorized the leasing of Registration and Titling Service equipment to title services and subcontractors of the Travis County Tax Office. Two new subcontractors now wish to have RSPS workstations assigned to their location.

In order to increase the allotment to this subcontractor DMV (TxDOT) requests a new Amendment One be signed by Commissioners Court reflecting the increase in equipment and cost. The new Amendment One is identical to the one signed on September 23, 2003, with the addition of two workstations to be assigned to assigned Fiesta Mart and EAN Holdings, LLC dba Enterprise Leasing. The figures indicating "Total Annual Cost" and "Annual Leasing Fee" have also been changed to reflect the additional RSPS workstations. The fee for use is paid by the title service and subcontractors.

If you have any questions, please contact Stan Wilson at (854-9031).

Thank you for your assistance.

Stanley J. Wilson

Exhibit "A" To Amendment One
State of Texas, County of Travis

1. If a County desired additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at County expense from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement:

2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment

3. The cost of leasing a basic RTS workstation will be $1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of $2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired b appropriately annotating this quantity below.

4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).

5. The county may request the State remove the equipment at any time and it will removed within 30 days of the request being received by DMV (TxDOT). The county will forfeit any portion of the annual lease fee that remains.

6. Equipment leased by a county will remain in the county unless replaced by the State of until the County requests that it be removed.

7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.

8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. DMV (TxDOT) will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic*	23	$1,500.00	$34,500.00
2.	Remote Sticker Printing System (Renewal)	4	600.00	2,400.00
3.	Remote Sticker Printing System (DTA)	21	600.00	12,600.00
4.	Uninterrupted Power Supply		125.00	
5.	Printer Laser, HP 8000 (high capacity)		1,100.00	
6.	Additional Printer		250.00	
7.	Bar code reader	2	550.00	1,100.00
			Annual Leasing Fee	$50,600.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

Updated 04-29-10 at 3:53pm

AGENDA REQUEST

VS # 38

Please consider the following item for voting session 05/04/2010

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:

DISCUSS AND TAKE APPROPRIATE ACTION ON ECONOMIC DEVELOPMENT PROJECT IN PRECINCT ONE. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.087, DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS).

C. Approved by: _____
Signature of Commissioner (Ron Davis, Commissioner, Pct. 1)

II. A. Is backup material attached*: YES_X_NO

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

B. Have the agencies affected by this request been invited to attend the Voting Session? YES_X_ NO

Please list those contacted and their phone numbers:
RODNEY RHOADES – PBO – 854-9106
JOHN HILLE – ASST. COUNTY ATTY. – 854-9415

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COUNTY JUDGE'S OFFICE
10 APR 28 PM 2:59

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

IV. BUDGET REQUEST:
If your request involves any of the following please check:
___ Additional funding for your department
___ Transfer of funds within your department budget
___ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

WS#
VS# C3

TRAVIS COUNTY COMMISSIONER COURT

AGENDA REQUEST

Please consider the following item for: Voting Session _____.

I. A. Request made by County Auditor's Office, telephone number 854-9125.

B. Requested text: Revenue and expenditure reports for the month of March 2010.

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

II. A. Copies reports delivered to Commissioners on Friday, April 23, 2010 .

B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No__ X__ Please list those contacted and their phone numbers :

_____

_____

_____

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

_____ Additional funding for your department.
_____ Transfer of funds within your department budget.
_____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office mist be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

10 APR 23 PM 1:20
COUNTY JUDGE'S OFFICE
RECEIVED

Updated 04-29-10 at 3:53pm

Agenda Item No. 1

RECEIVED
COUNTY JUDGE'S OFFICE
10 APR 27 PM 1:34

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 4, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action to approve invoices from Sage Realty Consultants.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

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

Updated 04-29-10 at 3:53pm

Agenda Item No. 2

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 4, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Directors meetings of March 23, April 6 and April 13, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

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

6

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, MARCH 23, 2010

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, March 23, 2010, at 1:36 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO (1) APPROVE A LETTER TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS REQUESTING AN AMENDMENT IN THE PROGRAM DESIGN OF THE NEIGHBORHOOD STABILIZATION PROGRAM AND (2) PROVIDE AN UPDATE ON THE PROGRESS OF THE PROGRAM.**

The Board heard from: Harvey L. Davis, Manager and Mike Gonzalez, Senior Financial Analyst

Motion: Director Biscoe moved to approve the letter
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The change is to request that 35% (instead of 76%) of the funds be required to be used to help families below 50% of the Austin area median family income.

ADJOURN

The meeting was adjourned at 1:54 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, APRIL 6, 2010

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, April 6, 2010, at 11:52 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INVOICE FROM LOCKART, ATCHLEY & ASSOCIATES, LLP FOR PROFESSIONAL AUDIT SERVICES.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to approve the letter
Director Huber seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: The invoice is for $1,204.

ADJOURN

The meeting was adjourned at 11:54 a.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, APRIL 13, 2010

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, April 13, 2010, at 1:37 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A REIMBURSEMENT REQUEST FROM THE HOUSING AUTHORITY OF TRAVIS COUNTY.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to approve the reimbursement
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The invoice is for $8,415.

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE PREPARATION AND SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT PROPOSAL APPLICATION TO TRAVIS COUNTY COMMUN ITY DEVELOPMENT BLOCK GRANT OFFICE TO FUND HOMEOWNERSHIP ASSISTANCE PROGRAM.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to the request
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:41 p.m.

_____

Margaret Gomez, Secretary

Updated 04-29-10 at 3:53pm

Agenda Item No. 1

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 4, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of April 13, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

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

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, APRIL 13, 2010

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, April 13, 2010, at 1:42 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INVOICE FROM THE WELLNESS BUDGET.**

   The Board heard from: Harvey L. Davis, Manager

Motion:	Director Gomez moved to approve the invoice Director Davis seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	The invoice is for $1,000.00	

ADJOURN

The meeting was adjourned at 1:43 p.m.

_____

Margaret Gomez, Secretary