

1 & 5Travis County Commissioners Court Agenda RequestVoting Session 8/3/10
(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:

Receive comments on a request to authorize the filing of an instrument to vacate a 5' wide public utility and drainage easement located along the northwest side lot line of Lot 13A within the Amended Plat of Lots 12 & 13, Block 84, Austin Lake Hills, 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: 854-9383
Chris Gilmore: 854-9415Stacey Scheffel: 854-9383
John Ellis: 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)☐ Additional funding for any department or for any purpose
☐ Transfer of existing funds within or between any line item budget
☐ GrantHuman Resources Department (854-9165)☐ A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700)☐ Bid, Purchase Contract, Request for Proposal, ProcurementCounty Attorney's Office (854-9415)☐ Contract, Agreement, Policy & ProcedureRECEIVED
COUNTY JUDGE'S OFFICE
10 JUL 29 PM 2:57

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.



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 7/27/10

Voting Session: Tuesday, August 3, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES, RFQ Q100206-DG, AND ALLOW PURCHASING AGENT TO SIGN RESULTING CONTRACTS TO THE FOLLOWING QUALIFIED FIRMS:

- A. PS100238DG, MLA LABS, INC
- B. PS100239DG, ECS TEXAS, LLP
- C. PS100240DG, KLEINFELDER
- D. PS100241DG, TERRACON
- E. PS100242DG, FUGRO
- F. PS100243DG, RABA KISTNER CONSULTANTS, INC.
- G. PS100244DG, HOLT ENGINEERING, INC.

Points of Contact:

Purchasing: Diana Gonzalez, Marvin Brice

Department: Facilities Management, Roger El Khoury, P.E., Director; Transportation & Natural Resources, Steve Manilla, TNR Public Works 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:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

Seven (7) qualification statements were received on June 8, 2010 in response to RFQ #Q100206-DG, Geotechnical and Construction Testing Services. Qualification Statements were reviewed by FM and TNR and all firms meet the minimum qualifications. The Purchasing Agent recommends contract award to all seven firms.

Firms will be selected by FM and TNR on a "case by case" basis depending on the highest qualified firm, based upon the nature of the work. This will establish a county-wide "pool" of Geotechnical and Construction Testing Contracts for use on County projects.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Professional Services

Contract Period: 1 year (3 Optional years)

➤ **Special Contract Considerations:**

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

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

☒ Not applicable

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: Requisition No's. TBD

☐ Funding Account(s): TBD

☒ Not applicable Funding to be identified on each individual project.

➤ **Statutory Verification of Funding:**

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

☒ Not applicable

REQUESTED ACTION:

APPROVED ()

DISAPPROVE ()

Samuel T. Biscoe,
County Judge

Date

APPROVAL AUTHORIZES PURCHASING AGENT TO SIGN INDIVIDUAL
PURCHASE ORDERS AGAINST THESE CONTRACTS AS SERVICES ARE NEEDED.



Diana
6.24.10
YMB

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: Testing RFQ's

FILE: PDC/06/Serv Contracts

TO: Diana Gonzalez, Purchasing Agent Assistant

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

FROM: Ken Gaede, AIA, Sr. Project Manager

DATE: June 21, 2010

SUBJECT: RFQ Q100206DG, Geotechnical and Construction Testing Services
Evaluation of RFQ Submissions

Roger El Khoury
KG
RECEIVED
TRAVIS COUNTY
JUN 23 AM 9:33
PDC/06/SERV

Attached is the Individual Team member Evaluation form with FMD's evaluation of the RFQ submissions. Four respondents provided adequate information for FMD to evaluate and determine them to be qualified: Kleinfelder, Terracon, Furgo, and Raba Kistner.

Two others appear to be generally qualified but did not provide sufficient information for FMD to evaluate them on all categories important to FMD. Refer to the attached individual comments for more information on these two. The two are: MLA Labs and Holt Engineering.

One respondent, ECS Texas, does not appear to be qualified for larger or more complex projects. See the attached individual comments for more information on FMD's evaluation of this firm.

One the Evaluation form the following abbreviations were used: A = Acceptable, NA = Not Acceptable, S = Satisfactory, U = Unsatisfactory, M = Meets requirements, #1, #2, or #3 = refer to same numbered comment.

ATTACHMENTS:

- 1) Individual Team Member Evaluation form
- 2) Individual Team Member Evaluation comments

COPY TO:

John Carr, Administrative Director, FMD

RFQ Q100206DG, GEOTECHNICAL AND CONSTRUCTION TESTING SERVICES

INDIVIDUAL TEAM MEMBER EVALUATION

EVALUATION FACTORS

See other side for comments.

		MLA LABS, INC.	ECS TEXAS, LLP	KLEINFELDER	TERRACON	FUGRO	RABA KISTNER	HOLT ENGINEERING, INC.
EXPERIENCE								
Minimum 10 years experience in services required (at least one consultant on staff in the appropriate field shall meet this criteria)	Meets? Does not Meet? List any comments	<i>Comment #1</i>	<i>#2</i>	<i>Meets</i>	<i>Meets</i>	<i>Meets</i>	<i>Meets</i>	<i>#3</i>
Varieties of Experience related to the Scope of Services	Satisfactory? Unsatisfactory? List any comments	<i>#1</i>	<i>U</i>	<i>S</i>	<i>S</i>	<i>S</i>	<i>S</i>	<i>#3</i>
Project Manager's Education and Training	Acceptable? Not Acceptable? List any comments	<i>#1</i>	<i>NA</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>#3</i>
Number of Personnel (minimum staffing requirements)	Meets? Does not Meet? List any comments	<i>#1</i>	<i>#2</i>	<i>M</i>	<i>M</i>	<i>M</i>	<i>M</i>	<i>M</i>
Workload (Explain firm's capability in meeting County's request for services)	Acceptable? Not Acceptable? List any comments	<i>#1</i>	<i>#2</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>
Accessibility, completeness and working experience of Project Team	Acceptable? Not Acceptable? List any comments	<i>#1</i>	<i>NA</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>#3</i>
Fiancial Responsibility (for handling projects up to \$100,000 in fees)	Acceptable? Not Acceptable? List any comments	<i>#1</i>	<i>#2</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>

COMMENTS:

Team Member: Roger El Khoury, M.S. P.E

Date: _____

Title: Director of Facilities Department

Individual Team Member Evaluation Comments

1. MLA Labs. This appears to be a small local firm with only 4 professionals on staff. Firm appears qualified to perform geotechnical, foundation, site work, concrete, and road work testing. Very little information or qualification provided on other construction materials testing and apparently no asbestos, lead, or similar types of environmental testing qualifications. Unable to determine workload capability or financial qualifications.
2. ECS. Small, young firm. Appears to be only 1 PE with 12 years experience and 1 EIT with 2 years experience. May be qualified for small, simple projects. Do not appear qualified or staff-capable for larger, complex projects. No asbestos or environmental testing capability seen. Unable to determine financial responsibility.
3. Holt. Appear well-qualified to perform geotechnical, foundation, and road and bridge work testing. Unable to determine qualifications for other building materials testing. No qualifications provided for asbestos, lead, or similar environmental testing.



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 7/26/10 MB

Voting Session: Tuesday, August 3, 2009

1. **REQUESTED ACTION:** APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS080215VR, KNAUPE GR, FOR PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES. (INTERGOVERNMENTAL RELATIONS)

Points of Contact:

Purchasing: David Walch, Marvin Brice CPPB

Department: (Office of Intergovernmental Relations) Deece Eckstein IGR Coordinator

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 was awarded as a result of a formal RFS process conducted by the Purchasing Office completed June 16, 2008. Santos Alliances was selected and awarded this contract August 26, 2008 to provide Professional Legislative Advocacy Services to Travis County. This contract has an initial one-year term with three options to renew for a total of 4 years.

Modification No. 4 exercises the County's second renewal option on this contract for an additional 12-months, from October 1, 2010 to September 30, 2011 in the amount of \$78,000 (\$6,500 per month).

Modification No. 3 assigned the contract to Knaupe GR.

Modification No. 2 exercises the County's first renewal option on this contract for an additional 12-months, from October 1, 2009 to September 30, 2010 in the amount of \$78,000 (\$6,500 per month).

Modification No. 1 Incorporated a 20-day Funding Out clause into the contract.

- **Contract Expenditures:** Within the last 12 months \$78,000.00 has been spent against this contract.

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$78,000.00
Contract Type: Professional Services
Contract Period: October 1, 2008 to September 30, 2009

➤ **Contract Modification Information:**

Modification Amount: \$78,000.00 (\$6,500 per month)
Modification Type: Renewal FY 2010
Modification Period: October 1, 2010 to September 30, 2011

➤ **Solicitation-Related Information:**

Solicitations Sent: NA Responses Received: 7
HUB Information: Firm is 100% HUB % HUB Subcontractor: N/A
Certified

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
☐ Funding Account(s): 001-1030-521.75-21
☒ Comments: **FY11 Budget**

➤ **Statutory Verification of Funding:**

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



INTERGOVERNMENTAL RELATIONS OFFICE
DEECE ECKSTEIN
COORDINATOR

314 W. 11TH ST., ROOM 535
AUSTIN, TX 78767
P.O. Box 1748
854-9754
FAX: 854-9542

TO: Cyd Grimes
Travis County Purchasing Agent

FROM: Deece Eckstein
Intergovernmental Relations Coordinator

RE: Request to Renew Contract No. PS 020815VR

DATE: July 20, 2010

The Travis County Intergovernmental Relations Office is currently contracting with the following vendor for professional legislative advocacy services:

KNAUPE GR
910 Congress Avenue, Suite 1100
Austin, TX 78701

The contract, created in 2008, is for Six Thousand Five Hundred Dollars (\$6,500) per month, or Seventy-Eight Thousand Dollars (\$78,000) per year. It contains an option for annual renewal for up to three years. In September 2009, the Commissioners Court renewed the contract for one year. In March of this year, the Commissioners Court transferred the contract from the original contractor, Santos Alliances, to Knaupe GR.

The Intergovernmental Relations Office is requesting to renew the contract for one year, with no other change in its terms. The line item being used for this contract is:

001-1030-521.75-21

Please contact me if you need any additional information in order to proceed.

Cc: Judge Sam Biscoe
Gregg Knaupe

MODIFICATION OF CONTRACT NUMBER: PS080215VR. PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES PAGE 1 OF 1

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: DAVID WALCH TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 7, 2010
ISSUED TO: Knaupe GR 919 Congress Ave. Suite 1100 Austin, Texas 78701 Attn: Gregg Knaupe	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: September 16, 2008

ORIGINAL CONTRACT TERM DATES: October 1, 2008 to September 30, 2009 CURRENT CONTRACT TERM DATES: October 1, 2010 to September 30, 2011**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$6,500.00 p/month for 12 monthsCurrent Modified Amount \$6,500.00 p/month for 12 months

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

A. Pursuant to Section II, paragraph D of this contract and Pursuant to Section VI Period of Service Travis County is exercising the option to renew this contract for an additional period of 12-months commencing on October 1, 2010 through September 30, 2011. Contractor acknowledges and agrees that notwithstanding anything to the contrary herein, if, during budget planning and adoption of the 2011 budget, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this contract after giving Contractor 20 days written notice that this Contract is terminated due to the failure to fund it.

B. Delete paragraph B of Section VI, Period of Service and replace with the following:

"B. This contract may be renewed by a specific resolution of Commissioners Court and agreement of Contractor for a term of one (1) additional one-year period commencing on the first day following the expiration date of the Second Renewal Term. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless the contract is specifically amended pursuant to Section II, paragraph D of this contract."

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>Knaupe G R, LLC</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input checked="" type="checkbox"/> OTHER
BY: <u>Gregg W. Knaupe</u>	DATE:
PRINT NAME	<u>7-14-10</u>
TITLE: <u>President</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u>	<u>7/26/10</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

David Walch - Contract Renewal Request for Knaupe GR

From: Deece Eckstein
To: Cyd Grimes
Date: 7/20/2010 11:35 AM
Subject: Contract Renewal Request for Knaupe GR
CC: David Walch; Gregg Knaupe; Katy Johnson; Sam Biscoe
Attachments: David Walch; Gregg Knaupe; Katy Johnson; Sam Biscoe

Attached please find a request to renew the Professional Legislative Advocacy Services Contract with Knaupe GR for an additional year, as provided by the contract.

Judge Biscoe has indicated he would like this item considered at the August 3, 2010, meeting of the Commissioners Court.

Please let me know if you need additional information.

Deece Eckstein
Coordinator, Intergovernmental Relations
Travis County, Texas
314 W. 11th Street, Suite 535
Austin, TX 78701
(512) 854-9754
(512) 854-9542 (fax)



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

4

Approved by: _____

Cyd V. Grimes 7/24/10

Voting Session: Tuesday, August 3, 2010

REQUESTED ACTION: AUTHORIZE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, AECOM TECHNICAL SERVICES, INC., RFQ NO. Q100198-JE, PROFESSIONAL DESIGN SERVICES FOR ARTERIAL "A." (TNR)

Points of Contact:

Purchasing: John E. Pena; Marvin Brice

Department: Transportation and Natural Resources Department, Joe P. Gieselman, Executive Manager; Steven Manilla, P.E., Public Works Director; Mo Mortazavi, P.E.

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.

TNR requires professional services from a qualified engineering firm to complete engineering analysis, designs, and construction documents for Professional Design Services for Arterial "A"; a proposed four-lane divided arterial, with bike lanes and sidewalks, between Parmer Lane and US 290.

On June 9, 2010, twenty-one (21) Statements of Qualifications were received in response to the Request for Qualifications. TNR staff evaluated and rated the Statement of Qualifications of all firms and selected the four (4) highest ranked firms (listed alphabetically) AECOM Technical Services, CP&Y, Inc., HALFF Associates, Inc. and HNTB Corporation using a standard rating form. Each firm was interviewed and provided an opportunity to present information for determining the highest qualified firm for completing the required work. TNR staff rated all four firms based upon their presentations and responses to standardized questions as jointly developed by TNR and the Purchasing Office. TNR completed the evaluation of all four firms and hereby recommends AECOM Technical Services as the top firm to the Court and requests approval to commence negotiations with this firm through the Purchasing Office. Attached is a matrix indicating point totals for each for the four firms.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount:

Contract Type:

Contract Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 237

Responses Received: 21

HUB Information: Contractor is not a HUB

% HUB Subcontractor: N/A%

➤ **Special Contract Considerations:**

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

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

☐ Comments:

➤ **Funding Information:**

☒ Purchase Requisition in H.T.E.: 478831

☒ Funding Account(s): 513-4931-808-8164

☐ Comments:

☐ Total Project Budget:

☐ Design Budget:

☐ Construction Budget:

☐ Miscellaneous Budget:

➤ **Statutory Verification of Funding:**

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

COURT ACTION

_____ **Approved**

_____ **Disapproved**

Samuel T. Biscoe

Travis County Judge

Date

RFQ PROPOSAL EVALUATION PORTION (21 FIRMS, 4 SELECTED)
DESIGN SERVICES FOR ARTERIAL "A"
RFQ NO. Q100198-JE

REVIEWER	AECOM	CP&Y, Inc	HALFF	HNTB Corp
REVIEWER 1	4.00	4.00	3.95	4.00
REVIEWER 2	4.90	4.25	4.80	4.25
REVIEWER 3	3.85	3.85	3.85	3.85
PROPOSAL EVALUATION TOTAL	12.75	12.10	12.60	12.10
PROPOSAL AVERAGE SCORES	4.25	4.03	4.20	4.03
RANK ORDER	1	3 (t)	2	3 (t)

ORAL INTERVIEW EVALUATION (Total 4 Selected)

REVIEWER	AECOM	CP&Y	HALFF	HNTB
REVIEWER 1	131.00	129	131	127
REVIEWER 2	126.00	108	119	101
REVIEWER 3	116.00	114	112	110
INTERVIEW TOTAL	373.00	351.00	362.00	338.00
INTERVIEW AVERAGE	124.33	117.00	120.67	112.67

WEIGHTED INTERVIEW SCORES

REVIEWER	AECOM	CP&Y	HALFF	HNTB
REVIEWER 1	2.62	2.58	2.62	2.54
REVIEWER 2	2.52	2.16	2.38	2.02
REVIEWER 3	2.32	2.28	2.24	2.20
WEIGHTED AVERAGE SCORES	7.46	7.02	7.24	6.76
WEIGHTED AVERAGE TOTALS	11.71	11.05	11.44	10.79
RANKING	1	3	2	4

HIGHEST RANKING FIRM

	AECOM	CP&Y	HALFF	HNTB
Combined SOQ/Interview	128.58	121.03	124.87	116.70
Confirmed Rank Order	1	3	2	4
HIGHEST RANKING FIRM	AECOM			

(t) Denotes Tie Score



John
7-14-10
YJB

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

RECEIVED
JUL 13 2010
TRAVIS COUNTY
PURCHASING OFFICE

July 12, 2010

MEMORANDUM TO: Marvin Brice, Assistant Purchasing Agent

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

Subject: Proposed Arterial A
RFQ #Q100198-JE
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners' Court action. Please contact me at X49429 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to negotiate a professional Services Agreement for Arterial A, in Precinct One with AECOM Technical Services, Inc.

Summary and Staff Recommendations:

On April 19, 2010, TNR requested the Purchasing Office to obtain professional consulting services for engineering design for the Arterial A project. Purchasing, together with TNR Public Works, developed an RFQ for these services and on June 9, 2010 received proposals from twenty one (21) firms. Three TNR staff members evaluated and rated the qualifications of each firm and determined AECOM as the highest rated and the most qualified firm for this project.

The professional services agreement will be for the development of preliminary design and PS&E documents for the Arterial A project located in northeastern Travis County Precinct One (see attached map). The project includes preparing schematics of alignment alternatives to determine the most cost effective alignment between US 290 and Parmer Lane. The design will be coordinated with the City of Austin, TxDOT and the other stakeholders along its route. Once a preferred alignment is determined, the consultant will prepare preliminary design plans (up to 30% complete) for the portion of the roadway that is located within Travis County's jurisdiction.

Staff recommends approving Purchasing and TNR to negotiate a Professional Services agreement with AECOM. TNR and Purchasing will present the PSA to Court for approval after completion of negotiations.

Budgetary and Fiscal Impact:

Funding for this project will come from FY'09 COs. The total amount approved is \$750,000. The scope of this project is for the consultant to establish an alignment for the entire length of the proposed Arterial A, between US 290 and Parmer Lane and prepare a 30% complete set of design plans for Travis County's portion of the roadway only. The account number for this project is 513-4931-808-8164, and the requisition number is 478831.

Issues and Opportunities:

Travis County Arterial A is planned as a new 4-lane divided major arterial from FM 734 (Parmer Lane) to US 290 East. The proposed alignment is located north of US 290 East and is in close proximity to the MKT ROW along Walnut Creek. The future arterial will be designed to allow limited access to the arterial. Future intersections with Arterial A include future Braker Lane, future Ferguson Lane (AKA Rundbergh Lane), and existing Sprinkle Road/Cameron Road.

This project was considered for inclusion in the 2005 bond referendum, but failed to make the final cut.

There is mixed support for the project among residents and project owners in its vicinity. The Walnut Place Neighborhood Association appears supportive of it, because it will offer an alternative route for traffic that currently uses Springdale Road. Others, including the owners of the Barr Mansion, are concerned that the project will reduce the quality of their surroundings and adversely affect their business.

The CTRMA is proceeding with the design and construction of US 290 toll road between US 183 and Parmer Lane. They will be including an interchange at Arterial A. This interchange will be one of only five points where traffic will be able to cross the toll road between US 183 and Parmer Lane. If the interchange is not provided, the residents of the Chimney Hill subdivision will need to perform a U-turn at Johnny Morris/Giles instead of Arterial A to return to their homes from Austin, adding approximately 2.5 miles to their trip.

The alignment of Arterial A will pass next to landfills, Walnut Creek flood plain, power lines, the MKT railroad ROW and several subdivisions. Selecting a low cost alignment that avoids or minimizes impacts upon all of these features will be challenging. Avoiding landfills will be emphasized to avoid liability inherent to these facilities.

Approximately 50% of the project is located within the City of Austin. The City has been requested to include funds for engineering and right-of-way in its anticipated November 2010 bond referendum. Initial feed back from City staff is that some funds may be provided.

Samsung has announced the expansion of their facility at Parmer Lane to include up to 500 new jobs. Arterial A will help to alleviate some of the burden these new positions will place upon Dessau Road, which is already heavily used.

Arterial A is included in the CAMPO 2035 plan.

Required Authorizations:

Cyd Grimes, Purchasing

Jessica Rio, PBO

Attachment: Vicinity map

CC: Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services
Steve Sun, P.E., TNR CIP Program Manager
John Pena, Purchasing Buyer
Mike Crawford, Auditor's Office
Mo Mortazavi, TNR

#

185

Travis County Commissioners Court Agenda RequestVoting Session 8/3/10
(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 a 5' wide public utility and drainage easement located along the northwest side lot line of Lot 13A within the Amended Plat of Lots 12 & 13, Block 84, Austin Lake Hills, Section 3 – a subdivision within Precinct 3.

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

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

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

<u>Anna Bowlin:</u>	854-9383	<u>Stacey Scheffel:</u>	854-9383
<u>Chris Gilmore:</u>	854-9415	<u>John Ellis:</u>	854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

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

MEMORANDUM

DATE: July 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 a 5' wide public utility and drainage easement located along the northwest side lot line of Lot 13A within the Amended Plat of Lots 12 & 13, Block 84, Austin Lake Hills, Section 3 – a subdivision within Precinct 3.

Summary and Staff Recommendation:

The applicant has requested the vacation of a 5' wide public utility and drainage easement located along the west side lot line of their lot. This easement is dedicated per plat note from the original plat of Austin Lake Hills, Section 3. The property owner requests that these easements be vacated so that the already existing improvements are not encroaching on the subject easement or its setbacks.

In regards to the drainage easement, Professional Engineer Robert Thompson has submitted a sealed letter stating he has visited the site. In this letter he states "Both lots are fully developed and no discharge is conveyed down this easement. " He later states "...it does not seem that the DE between Lots 12A and 13A is needed and that vacating the easement should not present any problem to the public in the future." TNR Staff has reviewed his letter and agrees with his conclusions.

In regards to the public utility easements, the utility companies operating in the area have stated that they have no need for the subject easement. Lot 13A has frontage on North Cuernavaca Drive and Castile Road, with North Cuernavaca Drive being a street maintained by Travis County. As of this memo TNR staff has not received any inquiries in regards to this request. TNR recommends the vacation of this easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Page 2

July 21, 2010

Issues and Opportunities:

Approving this vacation request will keep the already existing improvements from encroaching on the subject easement or its setbacks.

Exhibits:

Order

Field Notes & Sketch

Letter of request/Engineer's letter

Utility sign-offs

Sign affidavit and pics

Maps

PS:AMB:ps

1105 Amended Plat of Lots 12 & 13, Austin Lake Hills, Section 3

10-DE/PUE-03

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the owner of Lot 13A of the Amended Plat of Lots 12 and 13, block 84, Austin Lake Hills, Section 3, as recorded at Document #200900178 of the Official Public Records of Travis County, Texas, has requested the vacation of a 5' public utility and drainage easement located along the northwest side lot line of Lot 13A, as referenced on said plat, so that the already existing improvements are not encroaching on said easement; and

WHEREAS, the utility companies, serving the area, have indicated that they have no need for the public utility easement portion 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 5' public utility and drainage easement; and

WHEREAS, a public hearing was held on August 3, 2010, pursuant to this action;

NOW, THEREFORE, the Commissioners Court of Travis County, Texas orders that the 5' public utility and drainage easement located along the northwest side lot line of Lot 13A within the Amended Plat of Lots 12 and 13, Block 84, Austin Lake Hills, Section 3, as described in the attached field notes and sketch, is 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

HOLT CARSON, INC.
PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084
www.hciaustin.com

PARTIAL RELEASE OF PUBLIC UTILITY AND DRAINAGE EASEMENT

FIELD NOTE DESCRIPTION OF 647 SQUARE FEET, BEING A PORTION OF A FIVE FEET (5') WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT OVER A PORTION OF LOT 13A, AMENDED PLAT OF LOTS 12 AND 13, BLOCK 84, AUSTIN LAKE HILLS SECTION 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT No. 200900178 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT HAVING BEEN DEDICATED BY SAID PLAT IN DOCUMENT No. 200900178 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND SAID 648 SQUARE FEET, TO BE RELEASED, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the curving Southwest right-of-way line of Castile Road for the North corner of Lot 13A and the East corner of Lot 12A, Amended Plat of Lots 12 and 13, Block 84, Austin Lake Hills Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200900178 of the Official Public Records of Travis County, Texas, and being the North corner of a five feet (5') wide Public Utility Easement and Drainage Easement as dedicated by said Amended Plat of Lots 12 and 13, Block 84, Austin Lake Hills Section 3, same being the North corner and **PLACE OF BEGINNING** of the herein described portion to be released, and from which a ½" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." for a point of tangency in the Southwest right-of-way line of Castile Road and in the Northeast line of said Lot 13A bears S 52 deg. 49' 51" E 29.62 ft. (chord bearing and distance);

THENCE with the curving Southwest right-of-way line of Castile Road along a curve to the left with a radius of 199.06 ft. for an arc length of 5.02 ft. and which chord bears S 49 deg. 17' 09" E 5.02 ft. to a point for the most Easterly corner of said Public Utility Easement and Drainage Easement and being the most Easterly corner of this portion to be released;

Page 2 of 2

Partial Release of Public Utility and Drainage Easement (647 Square Feet)

THENCE leaving the curving Southwest right-of-way line of Castile Road with the Southeast line of said Public Utility Easement and Drainage Easement with a line five feet (5') Southeast of and parallel with the common line of said Lot 12A and Lot 13A, the following two (2) courses;

- 1) S 46 deg. 00' W 59.17 ft.;
- 2) S 39 deg. 24' 19" W 71.04 ft. to a point of intersection with the Northeast line of another five feet (5') wide Public Utility Easement and Drainage Easement as formerly dedicated by the map or plat of Austin Lake Hills Section 3, as recorded in Volume 13 Page 36 of the Plat Records of Travis County, Texas, for the most Southerly or Southeast corner of this portion to be released;

THENCE crossing the interior of said Public Utility Easement and Drainage Easement (per Document 200900178) with the Northeast line of said Public Utility Easement and Drainage Easement (per plat Volume 13 Page 36) with a line five feet (5') Northeast of and parallel with the Southwest line of said Lot 13A, the following two (2) courses;

- 1) N 52 deg. 21' 44" W 0.86 ft.;
- 2) N 28 deg. 51' 32" W 4.45 ft. to a point of intersection with the common line of said Lot 12A and Lot 13A for the most Westerly corner of this portion to be released, and from which a ½" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." for the most Westerly corner of said Lot 13A and the most Southerly corner of said Lot 12A bears S 39 deg. 24' 19" W 5.38 ft.;

THENCE with the common line of said Lot 12A and Lot 13A, the following two (2) courses;

- 1) N 39 deg. 24' 19" E 69.70 ft. to a ½" iron rod set with a plastic cap imprinted with "Holt Carson, Inc." ;
- 2) N 46 deg. 00' E 59.00 ft. to the **PLACE OF BEGINNING**, containing 647 square feet.

PREPARED: February 1, 2010

Holt Carson
Registered Professional Land Surveyor No. 5166

see accompanying sketch: C 823118

REFERENCES:
TCAD Parcel No. 01 2936 03 06
City of Austin Grid: C28

SCALE: 1" = 40'

AMENDED PLAT OF
LOTS 12 AND 13, BLOCK 84
AUSTIN LAKE HILLS SECTION 3
Document No. 200900178

① CURVE DATA

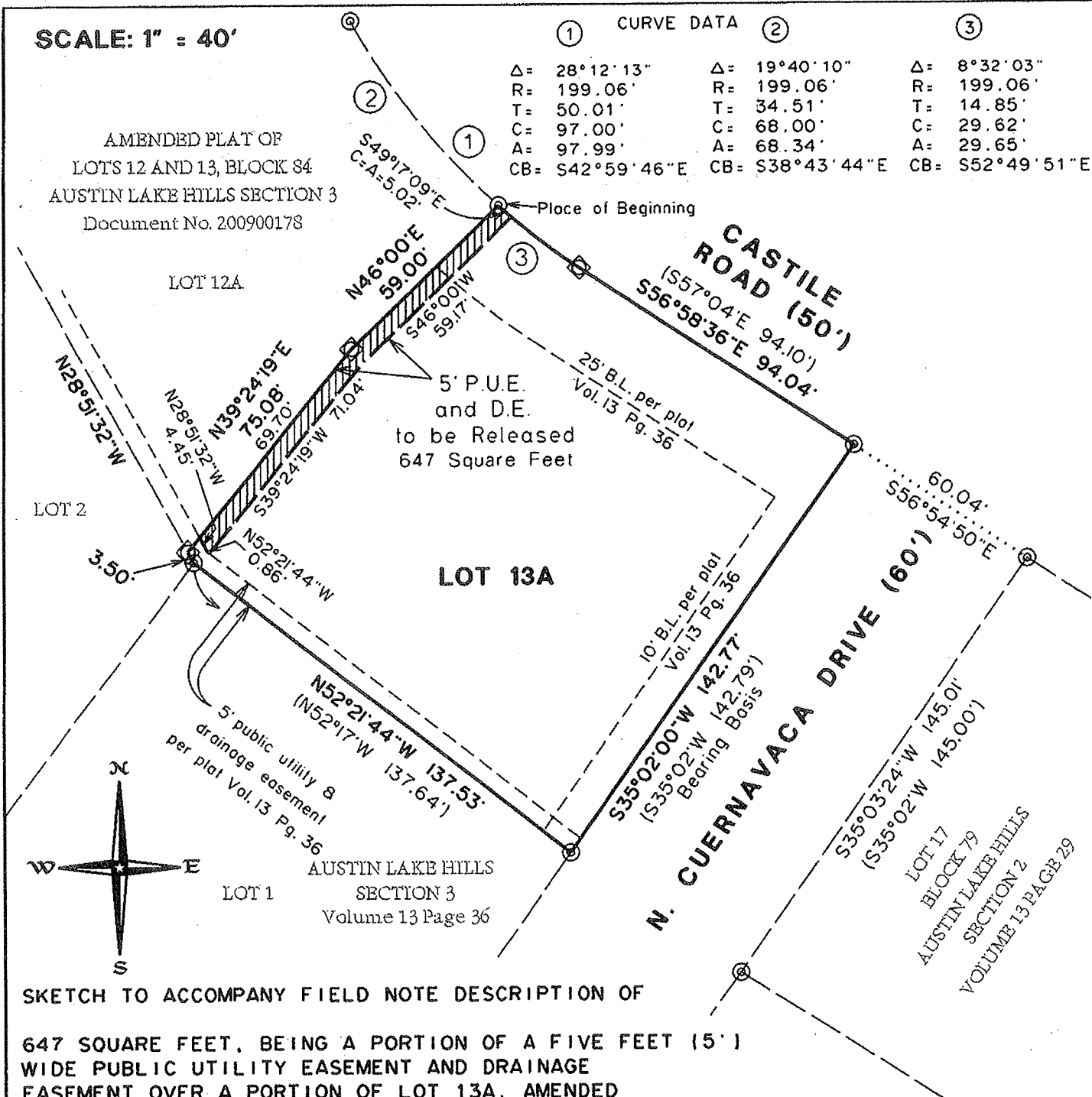
Δ= 28°12'13"
R= 199.06'
T= 50.01'
C= 97.00'
A= 97.99'
CB= S42°59'46"E

②

Δ= 19°40'10"
R= 199.06'
T= 34.51'
C= 68.00'
A= 68.34'
CB= S38°43'44"E

③

Δ= 8°32'03"
R= 199.06'
T= 14.85'
C= 29.62'
A= 29.65'
CB= S52°49'51"E



SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF

647 SQUARE FEET, BEING A PORTION OF A FIVE FEET (5') WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT OVER A PORTION OF LOT 13A, AMENDED PLAT OF LOTS 12 AND 13, BLOCK 84, AUSTIN LAKE HILLS SECTION 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT No. 200900178 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Legend

- ⊙ 1/2" Iron Rod Found
- ip ⊙ 1/2" Iron Pipe Found
- ⊙ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson Inc."
- P.U.E. = Public Utility Easement
- D.E. = Drainage Easement
- (Record Bearing and Distance)

PREPARED: February 1, 2010

BY:

Holt Carson

Registered Professional Land Surveyor No. 5166

C 823118



THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering

February 18, 2010

Mr. Joseph P. Gieselman, Executive Manager
Travis County TNR
PO Box 1748
Austin, Texas 78767

RE: Drainage Easement Vacation
Lot 13A, Amended Plat of Lots 12 & 13, Block 84, Austin Lake Hills Section 3 (Doc. # 200900178)

Dear Mr. Gieselman:

The subject lot, by note, have a 5 foot drainage easement (D.E.) and PUE along all of the side and rear lot lines. The owner of the subject lots would like to have the D.E. on Lot 13A, along the common line between Lots 12A and 13A vacated.

I've visited the subject site (Thompson Land Engineering is located on Lot 13A), reviewed the topography, and considered the usefulness of these drainage easements. It doesn't appear that the subject D.E. is particularly useful. Rather, it appears to me that the D.E.s on the plat were dedicated along all the property lines for reservation, but without regard to their usefulness. In the case of the subject lots, the easement along the common lot line is parallel to the contour (see the attached topographic map) and no more close to a point of discharge than the companion easement which is perpendicular to the contour (the easement between lots 1 and 13A). No swale or pipe exists in this easement. Both lots are fully developed and no discharge is conveyed down this easement. Rather discharge from lot 12 is generally routed to either the front of the lot or the rear of the lot (as is typical home building procedure) and thus some of the run-off discharges to Castile Road and some discharges to the rear property line (and thus down the common lot line between Lots 1 and 13A).

With the lots already developed, we do not foresee any further development of the drainage system in this area other than perhaps improvement of the roadside systems. Given the topographic drop from this location to North Cuernavaca, we can think of no advantage to attempting to route roadside drainage through this easement or trying to route run-off along the rear property lines out to Castile Road. In both cases, it would seem much simpler and much more hydraulically efficient to route run-off on Castile directly to N. Cuernavaca and run-off along the rear property lines directly to N. Cuernavaca.

Based on the forgoing, it does not seem that the DE between Lots 12A and 13A is needed and that vacating the easement should not present any problem to the public in the future.

Mr. Joseph P. Gieselman, Executive Manager
Travis County TNR
February 18, 2010
Page 2

We hope that you find this information complete and sufficient. Please contact me at 512-328-0002 of you have any questions.

Sincerely,

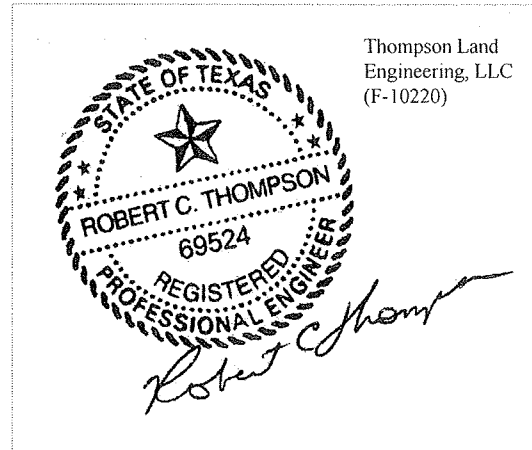
THOMPSON LAND ENGINEERING, LLC



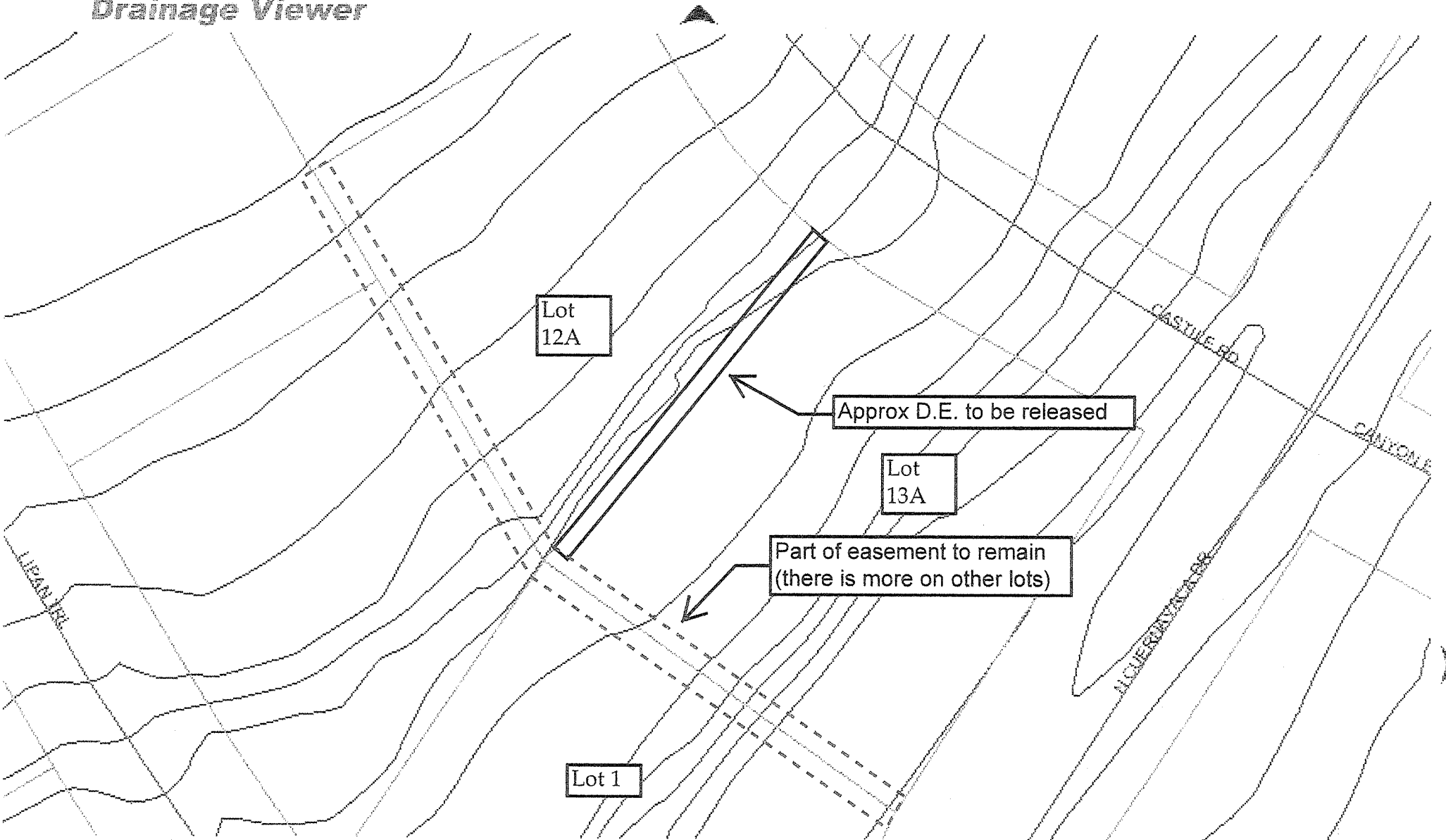
Robert C. (Ric) Thompson, M.S., P.E., C.F.M.

Attachments

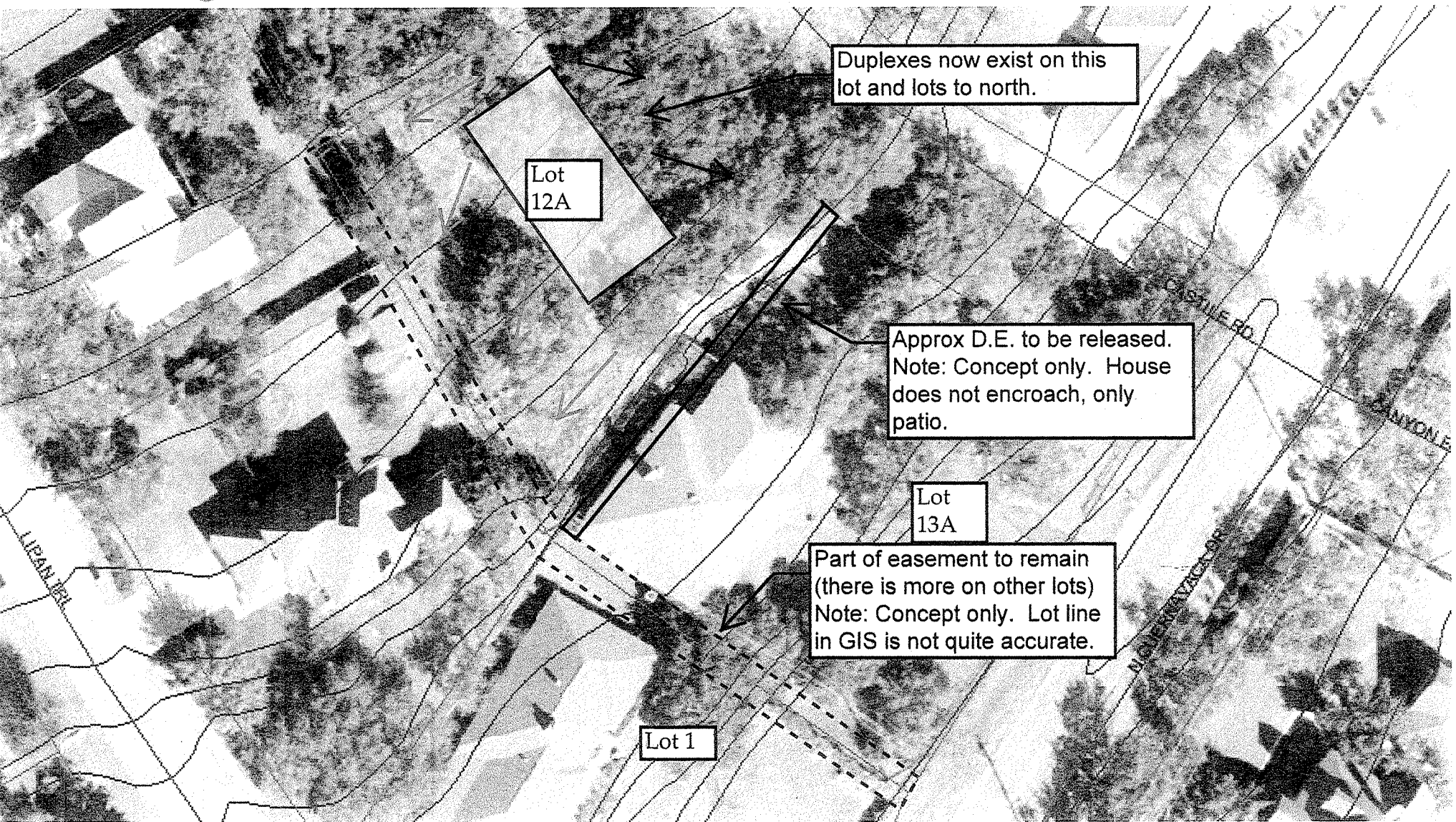
February 18, 2010



Watershed Protection / Development Review
Drainage Viewer



Watershed Protection / Development Review
Drainage Viewer





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

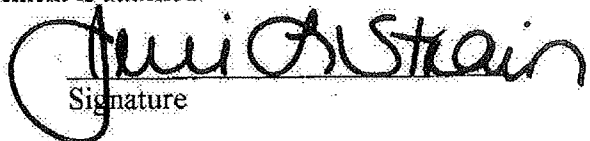
411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 904 N. Cuernavaca Drive (address) and/or Lot 13A Amended Plat of Lot 12 and 13, Block 84, Austin Lake Hills Section 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.


Signature

Printed Name
Jerry Strain, Contract Mgr.
Title
Travis County WCID #18
Utility Company or District
5-10-2010
Date

Please return this completed form to:

Robert C. Thompson
Name
904 N. Cuernavaca Drive
Address
Austin, TX 78733
City/State/Zip



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

Austin, TX 78758
512/682-8592 (Fax)

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: Austin Lake Hills Section 3

Lot and Block Numbers: 13A (Amended Plat of Lots 12 & 13, Blk 84)

Street Address: 904 N. Cuernavaca Drive, Austin, TX 78733

Property Owner: RCT Properties, LLC (Robert C. Thompson)

STATEMENT

X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumper
Signature

Designer
Title

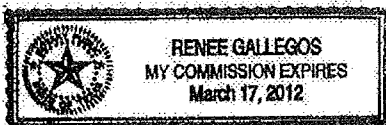
State of Texas
County of Travis

This instrument was acknowledged before me on March 24, 2010 by _____

Laurie Schumpert

Ram College

Notary Public





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: Austin Lake Hills Section: 3 Block: 84

Lot Numbers: 13A (Amended Plat of Lots 12 & 13, Blk 84, Austin Lake Hills Sec. 3)

Street Address: 904 N. Cuernavaca Drive, Austin, TX 78733

Doc. No. 200900178
As recorded in Volume _____ Page _____ 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 Y).

Please provide a survey or plat of the area with the easement to be released highlighted.

A portion of five foot P.U.E. & D. E. on Lot 13A side of the common lot line
Lots 12A & 13A (647 sq. ft.)

Reason for requesting release (Example: Single Family Residence, Accessory Building, etc)
Area is completely developed and all lots are served from other easements,
no utilities or drainage exist in this easement. This would also mitigate
an existing fence and retaining wall encroachment.
Please note: If multiple owners are making this request, complete name, address, phone must be provided for all.

Property Owner's name(s): RCT Properties, LLC (Robert C. Thompson)

Mailing Address: 904 N. Cuernavaca Dr. Austin, Texas 78733
Number & Street City State Zip
Phone: 512-328-0002 512-585-4448 512-328-1112
Day Time Cell Fax

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

Name of agent/company: Thompson Land Engineering, LLC Gwendolyn Gates
Name of Company Name of Contact
Phone: 512-328-0002 512-656-0445 512-328-1112
Day Time Cell 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

2-18-14

Date



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

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

Lot 13A, Block 84, Amended Plat of Lots 12 and 13, Austin Lake Hills, Deed of record in Document 2008105365 Official Records of Travis County, Texas

Said land of GRANTEES being subject to:

Easement recorded in Document 200900178, Official Records of Travis County, Texas,

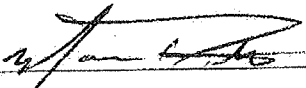
The portion of said easement to be hereby released, described as follows:

647 square feet of the 5 foot PUE and Drainage Easement extending along the Northwest property line of Lot 13A, described above, not to include the area of the 5 foot PUE and Drainage Easement along the Southwest property line,

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 11TH day of MARCH, 2010.


SOUTHWESTERN BELL TELEPHONE COMPANY

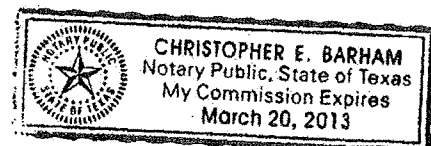

Name: MARC POTTER
Title: MGR.-ENG. DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared MARC POTTER, 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 11 day of MARCH, 2010.


Notary Public in and for the State of TX
My Commission Expires 3/20/2013



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 # 522 W, MC-28

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 904 N. Cuernavaca Dr. (address) and/or a portion of a 5ft wide Public Utility Easement over a portion of lot 13 A, amended plat of lots 12 & 13, block 84, Austin Lake Hills, Section 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.

Sunny Poole
Signature
Sunny Poole
Printed Name
Active Mgr Public Easement & R
Title
Austin Energy
Utility Company or District
3-4-10
Date

Please return to:

Robert C. Thompson
904 N. Cuernavaca Dr
Austin, Texas 78733

CODE

1101



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

RECEIVED

JUL 16 2010

TNR

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation of a 5' public utility and drainage easement sign was posted on July 15, 2010, on the southerly side of Castile Road in front of Lot 13A, within the Amended Plat of Lots 12 & 13, Block 84, Austin Lake Hills, 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 15 DAY OF July, 2010.

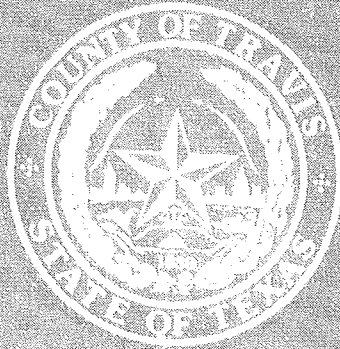
SIGNATURE: Jaimie Garcia

NAME (PRINT): Jaimie Garcia

TITLE: Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\10DE-PUE\03-CastileRd\SignRequest doc




NOTICE OF PUBLIC HEARING

**ON AUGUST 3, 2010 AT 9:00 AM
PUBLIC UTILITY & DRAINAGE
EASEMENT VACATION**

**TO APPROVE THE VACATION OF A 5'
PUBLIC UTILITY AND DRAINAGE
EASEMENT LOCATED ALONG THE
NORTHWESTERLY SIDE LOT
LINE OF LOT 13A OF THE AMENDED
PLAT OF LOTS 12 AND 13, BLOCK 84,
AUSTIN LAKE HILLS, SECTION 3
SUBDIVISIONS IN PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL: 854-9383



**NOTICE OF
PUBLIC HEARING**
ON AUGUST 3, 2010 AT 9:00 AM
PUBLIC UTILITY & DRAINAGE
EASEMENT VACATION
TO APPROVE THE VACATION OF A 5'
PUBLIC UTILITY AND DRAINAGE
EASEMENT LOCATED ALONG THE
NORTHWESTERLY SIDE LOT
LINE OF LOT 13A OF THE AMENDED
PLAT OF LOTS 12 AND 13, BLOCK 84,
AUSTIN LAKE HILLS, SECTION 3
SUBDIVISIONS IN PRECINCT 3
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11TH STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 654-9363

15 11:46AM

PHOTOGRAPHIC MYLAR

\$65.00

12-14-2009

200900178

AMENDED PLAT OF LOTS 12 AND 13, BLOCK 84, AUSTIN LAKE HILLS SECTION 3

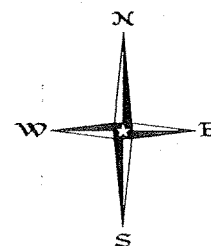
SCALE: 1" = 50'



SCALE 1" = 50'

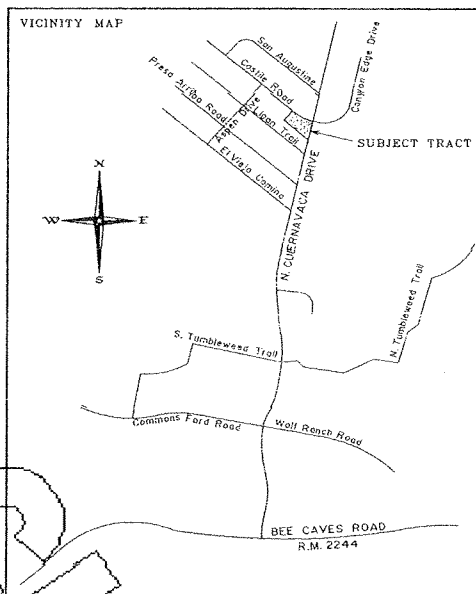
Legend

- 1/2" Iron Rod Found
- ip 1/2" Iron Pipe Found
- ◇ 1/2" Iron Rod Set with plastic cap imprinted with "Hall Carson Inc."
- P.U.E. = Public Utility Easement
- D.E. = Drainage Easement
- (Record Bearing and Distance)



CURVE DATA

①	②	③
Δ = 28°12'13"	Δ = 18°40'10"	Δ = 8°32'03"
R = 199.06'	R = 199.06'	R = 199.06'
T = 50.01'	T = 34.51'	T = 14.85'
C = 97.00'	C = 68.00'	C = 29.62'
A = 97.99'	A = 68.34'	A = 29.65'
CB = S42°59'46"E	CB = S38°43'44"E	CB = S52°49'51"E



Area Table
LOT 12 = 0.32 acre
LOT 13A = 0.42 acre
Total of Both Lots = 0.74 acre

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

That I, Randy T. Leavitt, owner of Lot 12, Block 84, Austin Lake Hills Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 13 Page 36 of the Plat Records of Travis County, Texas, as conveyed to me by Correction Deed as recorded in Document No 2005-94181 of the Official Public Records of Travis County, Texas, and that, RCT Properties, LLC, acting by and through its authorized agent, Robert C. Thompson, owner of Lot 13, Block 84, Austin Lake Hills Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 13 Page 36 of the Plat Records of Travis County, Texas, as conveyed to it by Document No. 2006105365 of the Official Public Records of Travis County, Texas, do hereby amend said lots, comprising a total of 0.74 Acre of land, for the sole purpose of relocating lot lines, pursuant to Chapter 212.016 of the Texas Local Government Code, and in accordance with the attached map or plat to be known as

AMENDED PLAT OF LOTS 12 and 13, BLOCK 84 AUSTIN LAKE HILLS SECTION 3

subject to any easements and/or restrictions heretofore granted, and do hereby dedicate to the Public Use of the streets and easements shown hereon.

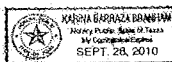
WITNESS MY HAND this the 24th day of November, A.D. 2009.

Randy T. Leavitt
P.O. Box 684550
Austin, Texas 78765-4550

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the 24 day of November, A.D. 2009, did personally appear Randy T. Leavitt, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC
Printed Name Bethanna B. Bannan
Commission Expires 09/20/2010



WITNESS MY HAND this the 24 day of December, A.D. 2009.

Robert C. Thompson
RCT Properties, LLC
P.O. Box 160062
Austin, Texas 78716-1522

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the 24th day of December, A.D. 2009, did personally appear Robert C. Thompson, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC
Printed Name Bethanna B. Bannan
Commission Expires 2/19/11



PAGE 1 of 2

CBJ-2009-0065.0A

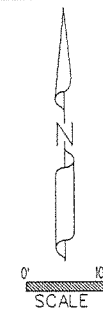
023118-000



REVISIONS
12/03/2003 LHW

JURISDICTIONS
EAMES 160
TCSD NO.10
WCD NO.18
TRAVIS COUNTY

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



MAP NO.
12936
13138 13136 13134
12938 12936 12934
12738 12736 12734
1" = 400' MAP
REFERENCE
12637

Google maps

Address **904 Cuernavaca Dr N**
Austin, TX 78733

Notes A request to vacate a 5' wide PUE/DE located along the northwest side lot line of Lot 13A of the Amended Plat of Lots 12 & 13, Block 84, Austin Lake Hills, Section 3. Commissioner Karen Huber, Precinct 3.



6

Travis County Commissioners Court Agenda Request

Voting Session 8/3/2010
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for a portion of Heatherwilde Boulevard and Wells Branch Parkway, portions of two roads in Precinct 1**

C. Approved by: _____
Commissioner Ron Davis, Precinct 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 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:

SM Steve Manilla, P.E., - 854-9383
Steve Sun - 854-9383
Tony Valdez - 854-9383
Donna Williams-Jones - 854-9383

Donald W. Ward - 854-9383
David Greear - 854-9383
Scott Lambert - 854-9383
Anna Bowlin - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: July 16, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Steven Manilla, P.E., Public Works Director

SUBJECT: Approve acceptance of dedication for a new portion of Heatherwilde Boulevard, and two portions of Wells Branch Parkway, in Precinct 1.

Summary and TNR Staff Recommendation:

Portions of Heatherwilde Boulevard and Wells Branch Parkway were recently built under a Public Private Partnership per the Wells Branch Parkway/Heatherwilde Boulevard Road Construction Agreement, with Sealy Heatherwilde, LP and New Wells Point Partners, Ltd. And the Village @ Northtown Wells Branch Parkway/Heatherwilde Boulevard Road Construction Agreement, with Village@Northtown, Ltd., as approved in Commissioners Court on January 24, 2005, and July 12, 2005. Additionally, a portion of Heatherwilde Boulevard and Wells Branch Parkway, in the City of Austin, were built with this same contract, via an Interlocal Agreement with the City of Austin, as approved in Commissioners Court on October 23, 2007. TNR recommends acceptance of the portion of Heatherwilde Boulevard and Wells Branch Parkway constructed under these Agreements.

Wells Branch Parkway, on its eastern end connects to a section of Wells Branch Parkway, dedicated through the plats of three subdivisions, Gaston-Sheldon Subdivision Section 3, Section 4, and Settler's Meadow Section 4. These subdivisions had to contribute one-half of the proposed construction cost of Wells Branch Parkway as it flows through their subdivisions. TNR recommends acceptance of this section of Wells Branch Parkway as built under an Interlocal Agreement with the City of Pflugerville as approved in Commissioners Court on July 12, 2005.

The sidewalks have been inspected and approved by a Registered Accessibility Specialist. The portions of these roads, built under the County Road Construction Agreements are still in a one-year maintenance period which expires on November 20, 2010. The County and Pflugerville constructed segments are both in full use by the public and accepting them now allows the Sheriff's Department to enforce regulatory signs and speed limits on the road. This action will add 1.63 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Memorandum

Page 2

Required Authorizations:

None Required

Exhibits:

List of streets (2)

Sidewalk inspection (2)

Attached maps

DV:SM:dv

4100 Heatherwilde Boulevard

4100 Wells Branch Parkway

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION/STREET
Mapsco No. 467F,J

Heatherwilde Boulevard

Pct.# 1
Atlas No. N-09

RECORDED AT Vol. 10768, Pg. 974 in the Deed Records of Travis County, Texas, in 1988; Doc2007205041, Doc2007205042, Doc2007205044, 11/08/07; Doc 2008011401, 1/24/08; and Doc2008094354, 6/05/08, in the Official Public Records of Travis County

CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Heatherwilde Boulevard	Howard Lane to the City of Austin boundary	4300	0.81	98'	HMAC	2-30' w/	Yes
2							left turn	
3							lanes	
4								
5								
6								
7								
8								
9								
10								
11								
12								

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING **0.81** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1

27-Jul-10

DATE

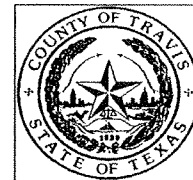
A handwritten signature in black ink, appearing to read "Steve Manilla".

Steve Manilla, P.E., Director of Public Works
TRANSPORTATION AND NATURAL RESOURCES

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

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION/STREET Wells Branch Parkway
 Mapsco No. 467F,G

Pct.# 1
 Atlas No. N-09

RECORDED AT Doc2007205042, 11/08/07; Doc200200243, 9/13/02; Doc 200300076, 4/10/03; and Doc200100381, 12/27/01, in the Official Public Records of Travis County, Texas

CONTAINS 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	TYPE OF WIDTH OF CURB & PVMNT	GUTTER
1	Wells Branch Parkway	boundary of the City of Austin to NE cor Lot 15,	3553	0.67	140'	HMAC	32' w/left	Yes
2		Blk T Gaston Sheldon Section 4					turn lanes	
3	Wells Branch Parkway	NE cor Lot 15, Blk T Gaston Sheldon to	797	0.15	120'	HMAC	30' w/left	Yes
4		Pflugerville City Limits					turn lanes	
5								
6								
7								
8								
9								
10								
11								
12								

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTAL **0.82** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

27-Jul-10

DATE

Steve Manilla, P.E., Director of Public Works
 TRANSPORTATION AND NATURAL RESOURCES

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

APPROVED BY COMMISSIONERS' COURT DATE

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

Mr. Dustin Elliott
HNTB Corporation
301 Congress Ave, Suite 600
Austin, Texas 78701

August 19, 2009

RE: Heatherwilde Blvd and Wells Branch Parkway
Street and Drainage Improvements
808-1/2 Howard Lane
Austin, Travis 78753

EABPRJA8800404

Inspection Performed: 08/19/2009

INSPECTION COMPLETED – NO VIOLATIONS

Dear Mr. Elliott:

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

The inspection results will be forwarded to the Texas Department of Licensing and Regulations for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

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

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact our office at (512) 238-8675.

Sincerely,



Vicky Husband
Registered Accessibility Specialist 0028

Note: The review of documents as contract documents and field inspections by this Registered Accessibility Specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best effort endeavor following instructions and license by TDLR. Plan review and/or inspection in no way warrants complete compliance with the Texas Accessibility Standards. By accepting this report the business, the professional, his employees, engineers, and client for whom the review or inspection is made agree to hold harmless and indemnify this Registered Accessibility Specialist and Lone Star Access, Inc. from and against any liability arising from performance of the work.

603 W. 13th Street, Suite 1A-PMB 313 * Austin, TX. 78701-1796 * Tel: 512/238-8675 * Fax: 512/238-8670

www.lonestaraccess.com

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

INSPECTION REPORT

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). All items noted as "Violation" must be corrected to comply with the Architectural Barriers Act, Texas Government Code, Chapter 469.

Date of INSPECTION: 08/19/2009

PROJECT INFORMATION		
Project Name:	Heatherwilde Blvd and Wells Branch Parkway Street and Drainage Improvements	EABPRJA8800404
Facility Name:	Heatherwilde Blvd and Wells Branch Parkway Street and Drainage Improvements	
Project Address:	808-1/2 Howard Lane, Austin, Texas 78753	
Project Scope:	4.1.2	
Project Description: Construct street, sidewalk, drainage and utility easements.		

Owner Information	
Name:	Multiple Owners: HNTB Corporation = Construction Management Firm
Address:	301 Congress Ave, Suite 600, Austin, Texas 78701

RAS Name: Vicky Husband	RAS Number: 0028
-------------------------	------------------

Page 1 of 1

Comment: The construction of the facility was found in substantial compliance. See the attached Inspection Completed – No Violations letter.

Additional Comments:

1. Where item numbers are followed by an asterisk (*) reference the Appendix Section of the Texas Accessibility Standards for more information.
2. Reference the Texas Accessibility Standards for the corresponding figures that are listed in this report.
3. The Texas Accessibility Standards may be viewed on our website at www.lonestaraccess.com
4. Items noted as "unacceptable" or a "violation" which are beyond the scope of work for the Architect, Designer or Contractor shall be forwarded to the Owner for action.

End of report.

MICHAEL T. STARR, RAS

1302 Waugh PMB 303, HOUSTON, TX. 77019

PHONE: 281-798-5835 or 713-248-8377 FAX: 713-861-2841

Inspection Completed – No Violations

Transmittal Letter

10-27-07

Mr. Joe Carp
City of Pflugerville
102 S. 3rd St.
Pflugerville, TX 78691-0589

EABPRJA5827255

Re: Wells Branch Parkway- Roadway Improvements
Tudor House Road to Immanuel Road
Pflugerville, TX 78660

INSPECTION COMPLETED – NO VIOLATIONS

Dear Mr. Carp:

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

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

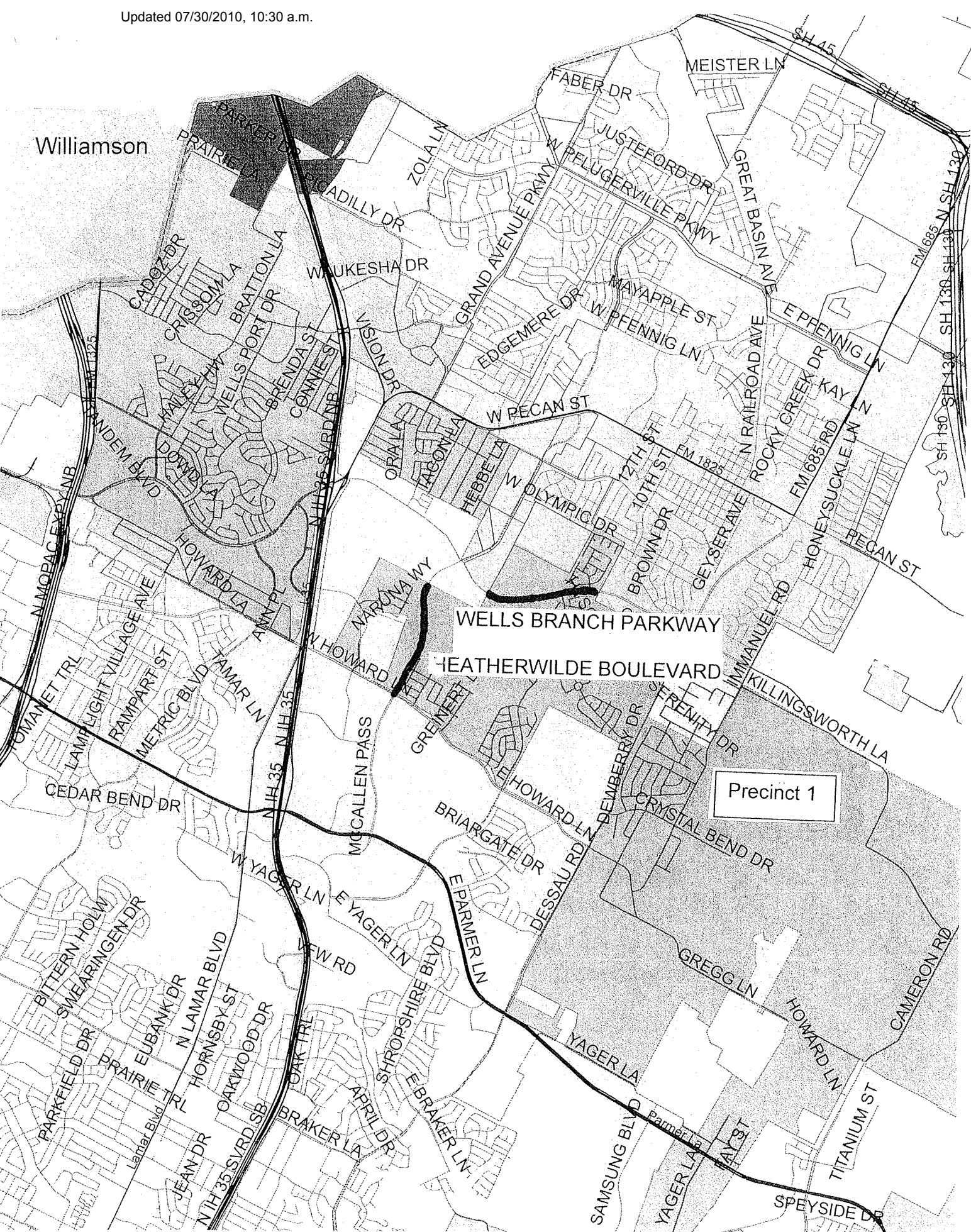
Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Michael Starr at 281-798-5837.

Please reference the EABPRJ project number in all future correspondence pertaining to this project.

Cc: Brandon Maxwell, City of Pflugerville, 102 S. 3rd Street, Pflugerville, TX 78691-0589

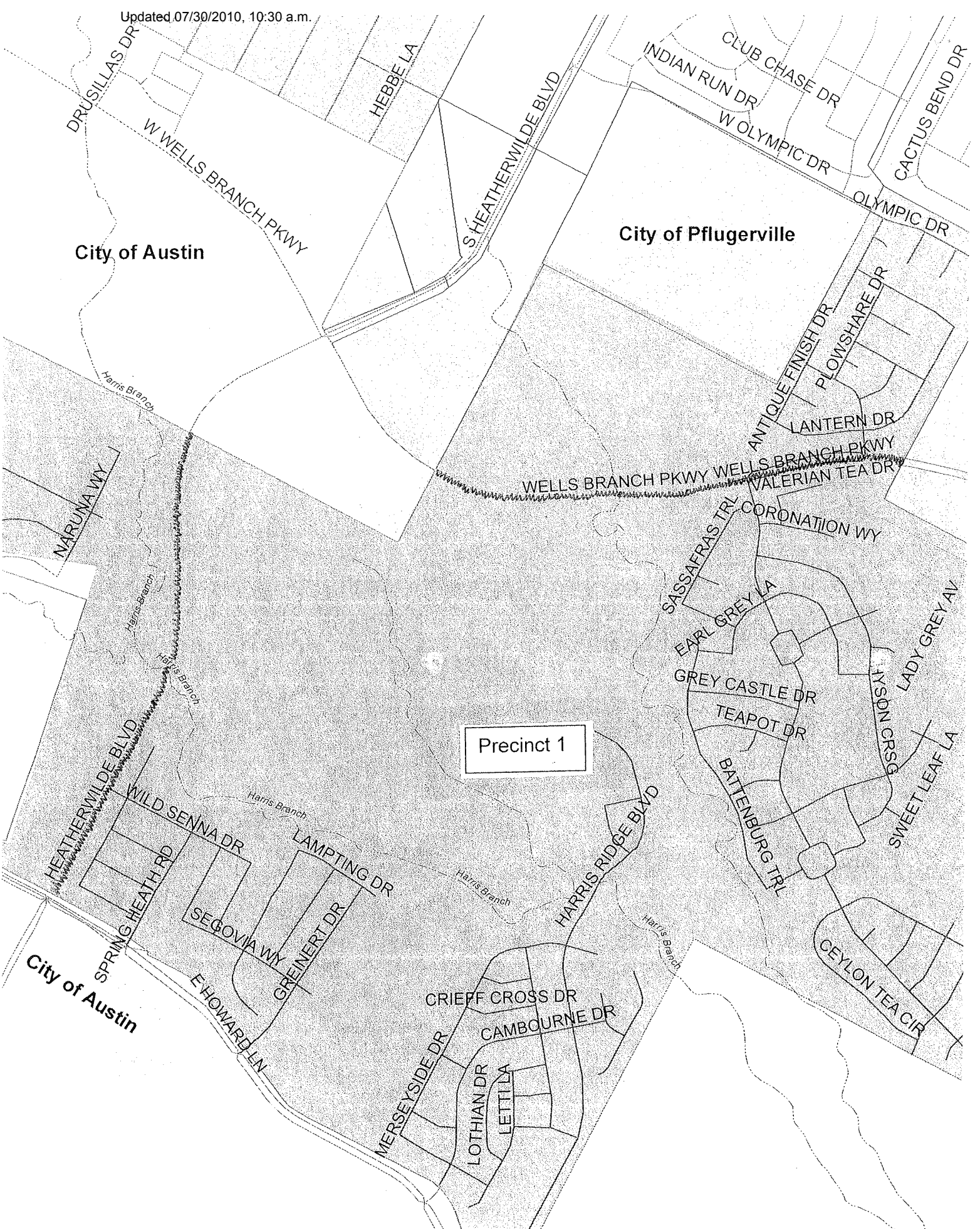
Williamson



WELLS BRANCH PARKWAY

LEATHERWILDE BOULEVARD

Precinct 1



7

Travis County Commissioners Court Agenda Request

Voting Session 8/3/10
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on:

A. Bridges of Bear Creek Phase 2 Section 2 Final Plat in Precinct 3 (Long Form Plat – 59 Total Lots – 27.381 acres – Bismark Drive – Appropriate Fiscal has been posted with the City of Austin – Sewage service to be provided by the City of Austin - City of Austin ETJ);

B. Approve a Construction Agreement for Bridges of Bear Creek Phase 2 Section 2 Final Plat.

Approved by:

Commissioner Karen Huber, Precinct Three

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

Michael Hettenhausen: 854-7563

Anna Bowlin: 854-7561

Dennis Wilson: 854-4217

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

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

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK UP MEMORANDUM

June 29, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Bridges of Bear Creek Phase 2 Section 2 Final Plat, in Precinct 3

PROPOSED MOTION:

Consider and take appropriate action on:

- A. **Bridges of Bear Creek Phase 2 Section 2 Final Plat in Precinct 3 (Long Form Plat – 59 Total Lots – 27.381 acres – Bismark Drive – Appropriate Fiscal has been posted with the City of Austin – Sewage service to be provided by the City of Austin - City of Austin ETJ);**
- B. **Approve a Construction Agreement for Bridges of Bear Creek Phase 2 Section 2 Final Plat**

SUMMARY AND STAFF RECOMMENDATION:

This final plat includes 59 total lots (57 single family lots, one greenbelt/drainage easement lot, and one open space lot) on 27.381 acres. The subdivision is platted from Bismark Drive, and there are 2,265.47 linear feet of new public streets proposed with this final plat.

The final plat was approved by the City of Austin Zoning and Platting Commission on July 6, 2010, and Travis County staff recommends approval of the final plat.

ISSUES:

The applicant originally requested, and Single Office staff supported, a variance to not construct sidewalks along a 134 foot portion of FM 1626, the southern boundary of the final plat. The applicant has since withdrawn the variance request and placed Plat Note #29 on the final plat, per Title 30-3-191, which states "Public sidewalks, built to City of Austin standards, are required along the following streets as shown by a dotted line on

the face of the plat: Bismark Drive and Williston Loop. Sidewalks along the subdivision side of FM 1626 are required to be constructed by the property owner after the abutting roadway is improved and concrete curb and gutter is in place. Failure to construct the required sidewalks may result in withholding of certificates of occupancy, building permits, or utility connections by the governing body or utility company. " Plat note #29 is the standard plat note for deferring the construction of sidewalks on a non-curb and gutter road until the road is improved to curb and gutter.

This subdivision is part of a series of final plats that have been previously approved by Commissioners' Court in this area. At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries prior to Court, an addendum to this memorandum will be presented to the Court.

BUDGETARY AND FISCAL IMPACT:

The applicant has posted the appropriate fiscal (\$821,668.00) with the City of Austin in the form of a bond.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Precinct map

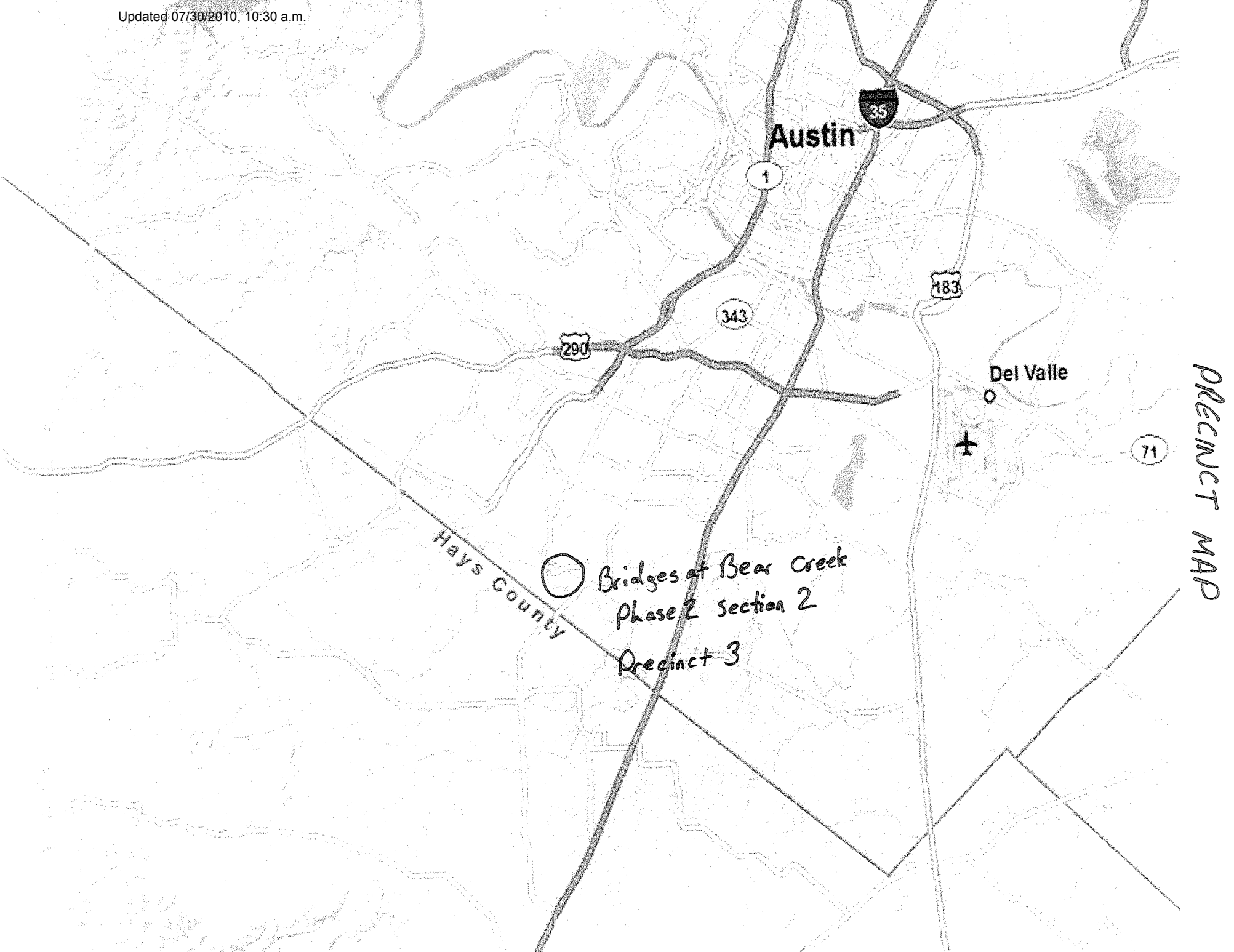
Location map

Proposed Final Plat

Two Original Travis County Construction Agreements

AMB: mph

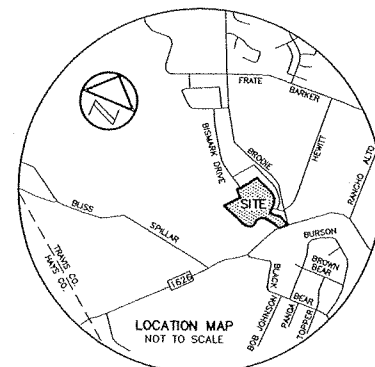
1105



BRIDGES AT BEAR CREEK

PHASE 2, SECTION 2

LEGEND	
■	TYPE 1 CONC. TxDOT MONUMENT FOUND
●	1/2" REBAR FOUND
○	1/2" REBAR WITH CHAPARRAL CAP FOUND
○	1/2" REBAR WITH CHAPARRAL CAP SET
▲	NAIL FOUND (600)
▲	MAG NAIL WITH CHAPARRAL WASHER FOUND
⊠	FENCE POST FOUND
○	CALCULATED POINT
⊙	BENCHMARK LOCATION
⊕	BLOCK DESIGNATION
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
CHWZ	CRITICAL WATER QUALITY ZONE
WQTZ	WATER QUALITY TRANSITION ZONE
- - -	PROPOSED SIDEWALK



BENCHMARK INFORMATION

TBM #1: MAG NAIL WITH CHAPARRAL WASHER SET IN SIDEWALK AT THE NORTHWEST CORNER OF TURTLE MOUNTAIN BEND AND BISMARCK DRIVE.

ELEVATION = 684.87'

TBM #2: MAG NAIL WITH CHAPARRAL WASHER SET IN TOP OF CURB, +/- 9.4' SOUTH OF THE SOUTHERNMOST CORNER OF LOT 1, BLOCK H AND THE WESTERMOST CORNER OF LOT 43, BLOCK H.

ELEVATION = 694.16'

SOURCE BENCHMARK

COTTON GIN SPINDLE SET IN WOODEN POWER POLE ALONG SOUTH R.O.W. OF BRODIE LANE, +/- 5' WEST OF THE COMMON NORTH CORNER OF LOTS 26 AND 27, BLOCK G, BRIDGES AT BEAR CREEK, PHASE 2, SECTION 1 (200700070)

ELEV. 689.80

WALKER WILSON
SURVEY NO. 2
ABSTRACT NO. 27

PROJECT NO.:

096-002

DRAWING NO.:

096-002-PL1

PLOT DATE:

05/20/10

PLOT SCALE:

1"=100'

DRAWN BY:

JB/RCW

PATE ENGINEERS

TBPE F-002726

7801 North Capital of Texas Highway, Suite 350, Austin, Texas 78731 Phone: 512-340-0600

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

CBJ-05-0141.4A

SHEET
01 OF 03

BRIDGES AT BEAR CREEK

PHASE 2, SECTION 2

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT LEN-BUF LAND ACQUISITIONS OF TEXAS L.P., BEING OWNER OF 27.381 ACRES IN THE WALKER WILSON SURVEY NO. 2, ABSTRACT 27, IN TRAVIS COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2009007610 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 27.381 ACRES IN ACCORDANCE WITH TITLE 30, TEXAS LOCAL GOVERNMENT CODE 212 AND THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

BRIDGES AT BEAR CREEK, PHASE 2, SECTION 2

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20____ A.D.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

LEN-BUF LAND ACQUISITIONS OF TEXAS L.P.

ADDRESS: 3600 N. CAPITAL OF TEXAS HIGHWAY
BLDG. B, STE. 170
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____ DAY OF _____, 20____ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____ MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION

I, ROBERT C. WATTS, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 1999 AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND SEPTEMBER 19, 2005, AND UPDATED ON JANUARY 7, 2009.

Robert C. Watts Jr.
ROBERT C. WATTS JR., R.P.L.S. 4995

SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MC CALL LANE
AUSTIN, TEXAS 78744
(512) 443-1724



ENGINEER'S CERTIFICATION:

I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CITY CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE PROPOSED 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AND/OR THE DRAINAGE EASEMENT LOT(S) SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL #48453C0590H, FOR TRAVIS COUNTY, TEXAS DATED SEPTEMBER 26, 2008. NO PORTION OF RESIDENTIAL LOTS IS WITHIN THE DESIGNATED FLOOD HAZARD.

MICHAEL S. FISHER, P.E. NO. 87704
ENGINEERING BY:
PATE ENGINEERS, INC. TBPE F 002726
7801 NORTH CAPITAL OF TEXAS HIGHWAY, SUITE 350
AUSTIN, TEXAS 78731
(512) 340-0600

PATE ENGINEERS
TBPE F-002726

7801 North Capital of Texas Highway, Suite 350, Austin, Texas 78731 Phone: 512-340-0600

GENERAL NOTES

- LAND USE SUMMARY

LAND USE	LOTS	ACREAGE
SINGLE FAMILY LOTS	57	11.908
GREENBELT/D.E.	1	9.747
OPEN SPACE LOT	1	3.048
STREET RIGHT-OF-WAY	2	2.678
TOTAL:	59	27.381
- THIS TRACT IS LOCATED WITHIN THE BEAR CREEK WATERSHED. THIS SITE IS CLASSIFIED AS SUBURBAN WATERSHED. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO LAND DEVELOPMENT CODE 30-5-211.
- THIS SUBDIVISION CONTAINS 27.381 ACRES.
- PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL, GREENBELT, AND WATER QUALITY POND.
- PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ALONG BISMARCK DRIVE AND WILLISTON LOOP.
- THE PROPOSED 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AND/OR THE DRAINAGE EASEMENT LOT(S) SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL #48453C0590H, FOR TRAVIS COUNTY, TEXAS DATED SEPTEMBER 26, 2008. NO PORTION OF RESIDENTIAL LOTS IS WITHIN THE DESIGNATED FLOOD HAZARD.
- ALL STREET, DRAINAGE, AND SIDEWALKS ARE REQUIRED TO BE INSTALLED TO THE CITY OF AUSTIN STANDARDS.
- THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER SYSTEMS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT(S) AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- NO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT FOR AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY.
- ALL RIGHT-OF-WAY RETURNS WILL HAVE A RADIUS OF 20 FEET UNLESS NOTED OTHERWISE.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSIGNS.
- THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN DATED _____, 20____. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THE OWNER MUST BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED UNDER DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- AS PROJECT ENTERS CONSTRUCTION PLAN PHASE, TREES TO BE REMOVED WILL BE PROVIDED FROM AN ON THE GROUND, TREE SURVEY.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LOC SECTION 30-5-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THE SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- PRIOR TO CONSTRUCTION, EXCEPT SINGLE FAMILY AND/OR DUPLEX USE ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDERDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS. ALL PROPOSED CONSTRUCTION OR SITE ALTERATION ON LOT(S) 59 BLOCK(S) 3 REQUIRES APPROVAL OF CONSTRUCTION PERMIT.

NO FILL SHALL BE ALLOWED IN THE FLOODPLAIN ON THESE LOTS EXCEPT BY SEPARATE PERMIT.
- ALL NON-RESIDENTIAL LOTS TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.

LOT	BLOCK
56	F
32	F
- WATER SERVICE WILL BE PROVIDED BY THE CITY OF AUSTIN.
- WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF AUSTIN.
- TRAVIS COUNTY IS THE PARK PROVIDER.
- ALL REQUIRED PARKING WILL BE PROVIDED WITHIN THE LOT.
- LOTS 31, 33, 34, 35, 36 & 37, BLOCK F AND LOTS 1 & 2, BLOCK I, INCLUDE SLOPES IN EXCESS OF 15%. THE DRIVEWAYS SHALL NOT BE CONSTRUCTED ON A SLOPE GREATER THAN 15%. A PORTION OF THE BUILDING PAD FOR LOT 31, BLOCK F, MAY BE CONSTRUCTED ON SLOPES GREATER THAN 15%.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NO. 2007041442 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

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

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

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

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 20____ A.D., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS.

DEPUTY _____

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 2 MILE ETJ OF THE CITY OF AUSTIN ON

THIS THE ____ DAY OF _____, 20____.

ZONING AND PLATTING COMMISSION

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE ____ DAY OF _____, 20____ A.D.

CHAIRPERSON _____

SECRETARY _____

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ____ DAY OF _____, 20____ A.D.

GREG GUERNSEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE ____ DAY OF _____ A.D. 20____ AT ____ O'CLOCK ____ M., AND DULY

RECORDED ON THE ____ DAY OF _____ A.D. 20____ AT ____ O'CLOCK ____ M., OF SAID COUNTY AND STATE, IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20____ A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY _____
DEPUTY

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.:
096-002
DRAWING NO.:
096-002-PL1
PLOT DATE:
05/20/10
PLOT SCALE:
1" = 100'
DRAWN BY:
JDB & JBE
SHEET
02 OF 03

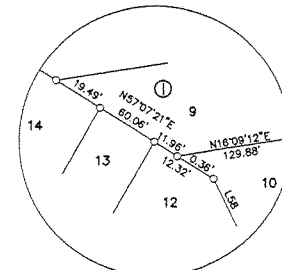
C8J-05-0141.4A

BRIDGES AT BEAR CREEK

PHASE 2, SECTION 2

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	85°56'39"	30.00'	27.95'	45.00'	40.90'	S05°05'10"W
C2	8°27'28"	624.74'	46.19'	92.22'	92.14'	S43°46'33"W
C3	26°48'12"	275.00'	65.52'	128.65'	127.48'	S68°02'52"W
C4	49°59'41"	20.00'	9.33'	17.45'	16.90'	N29°38'55"E
C5	49°59'41"	20.00'	9.33'	17.45'	16.90'	S29°58'22"E
C9	90°00'00"	20.00'	20.00'	31.42'	28.28'	S80°01'47"W
C10	7°31'26"	1055.00'	69.37'	138.54'	138.44'	S31°16'04"W
C11	49°59'41"	20.00'	9.33'	17.45'	16.90'	S02°30'31"W
C12	178°38'14"	50.00'	4203.85'	155.89'	99.99'	S66°49'47"W
C13	49°59'41"	20.00'	9.33'	17.45'	16.90'	N48°50'57"W
C14	65°17'45"	225.00'	144.16'	256.42'	242.76'	N41°11'55"W
C15	90°00'00"	20.00'	20.00'	31.42'	28.28'	N53°33'02"W
C16	24°10'41"	325.00'	69.61'	137.15'	136.13'	S66°44'06"W
C17	70°23'02"	20.00'	14.10'	24.57'	23.05'	S89°50'16"W
C18	90°00'00"	20.00'	20.00'	31.42'	28.28'	N09°58'13"W
C19	7°31'26"	1105.00'	72.66'	145.10'	145.00'	N31°16'04"E
C20	78°38'51"	20.00'	16.38'	27.45'	25.35'	N66°49'47"E
C21	65°17'45"	175.00'	112.12'	199.44'	188.82'	S41°11'55"E
C22	87°22'29"	20.00'	19.10'	30.50'	27.63'	S35°08'12"W
C23	10°51'06"	325.00'	30.87'	61.55'	61.46'	S73°23'54"W
C24	10°33'46"	325.00'	30.04'	59.92'	59.83'	S62°41'28"W
C25	2°45'49"	325.00'	7.84'	15.68'	15.67'	S56°01'40"W
C26	1°11'01"	1105.00'	11.41'	22.83'	22.83'	N34°26'17"E
C27	3°03'26"	1105.00'	29.49'	58.96'	58.95'	N32°19'03"E
C28	3°03'22"	1105.00'	29.48'	58.94'	58.93'	N29°15'39"E
C29	0°13'37"	1105.00'	2.19'	4.37'	4.37'	N27°37'10"E
C30	27°27'15"	175.00'	42.75'	83.85'	83.05'	S60°07'10"E
C31	37°50'31"	175.00'	59.99'	115.58'	113.49'	S27°28'18"E
C32	8°56'16"	275.00'	21.49'	42.90'	42.85'	S76°58'50"W
C33	17°51'56"	275.00'	43.23'	85.75'	85.40'	S63°34'44"W
C34	39°58'40"	20.00'	7.27'	13.95'	13.67'	S34°39'26"W
C35	10°01'02"	20.00'	1.75'	3.50'	3.49'	S09°39'35"W
C36	65°49'14"	50.00'	32.36'	57.44'	54.33'	N37°33'41"E
C37	48°13'31"	50.00'	22.38'	42.08'	40.85'	S85°24'56"E
C38	56°19'39"	50.00'	26.77'	49.16'	47.20'	S33°08'21"E
C44	1°04'35"	1055.00'	9.91'	19.82'	19.82'	S34°29'30"W
C45	3°41'56"	1055.00'	34.07'	68.11'	68.10'	S32°06'14"W
C46	2°44'54"	1055.00'	25.31'	50.61'	50.60'	S28°52'48"W
C47	31°06'55"	50.00'	13.92'	27.15'	26.82'	S06°55'52"E
C48	55°07'18"	50.00'	26.10'	48.10'	46.27'	S36°11'15"W
C49	54°51'43"	50.00'	25.95'	47.88'	46.07'	N88°49'14"W
C51	3°24'27"	225.00'	6.69'	13.38'	13.38'	N72°08'34"W
C50	37°32'17"	50.00'	16.99'	32.76'	32.18'	N42°37'15"W
C52	14°10'33"	225.00'	27.98'	55.67'	55.53'	N63°21'04"W
C53	14°10'33"	225.00'	27.98'	55.67'	55.53'	N49°10'31"W
C54	14°10'33"	225.00'	27.98'	55.67'	55.53'	N34°59'58"W
C55	14°10'33"	225.00'	27.98'	55.67'	55.53'	N20°49'25"W
C56	5°11'06"	225.00'	10.19'	20.36'	20.35'	N11°08'35"W
C59	19°38'00"	612.95'	106.06'	210.04'	209.01'	S29°41'43"W
C61	170°22'24"	50.00'	593.78'	148.68'	99.65'	S89°50'16"W

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N82°02'29"W	29.10'	L43	S87°05'37"E	36.67'
L2	N86°46'36"W	65.93'	L44	S37°46'02"E	5.65'
L3	N76°19'08"W	78.55'	L45	S35°01'47"W	36.92'
L4	S89°49'08"W	121.61'	L46	S27°30'21"W	98.88'
L5	N84°55'14"W	75.74'	L47	N08°33'02"W	27.86'
L6	N89°59'36"W	110.03'	L48	S81°26'58"W	100.00'
L7	S70°18'06"W	71.83'	L49	N35°01'47"E	36.92'
L8	S43°58'32"W	80.27'	L50	N27°30'21"E	115.63'
L9	S35°25'30"W	96.38'	L51	S08°33'02"E	28.22'
L10	S11°06'36"E	78.53'	L52	N35°45'46"E	82.23'
L11	S07°20'18"W	116.84'	L53	N32°17'33"E	65.36'
L12	S49°48'59"W	86.45'	L54	N29°16'31"E	65.33'
L13	S69°09'49"W	106.62'	L55	N27°11'50"E	62.83'
L14	N85°17'46"W	121.36'	L56	N27°43'18"E	98.13'
L15	N74°16'37"W	99.15'	L58	N88°50'37"E	79.43'
L16	N77°08'32"W	126.54'	L59	N42°12'14"E	96.02'
L17	N77°54'47"W	91.38'	L60	N33°59'58"E	5.00'
L18	N75°31'05"W	96.89'	L61	N33°59'58"E	2.87'
L19	N76°20'36"W	98.78'	L62	N30°07'51"E	9.05'
L20	N81°19'13"W	90.77'	L63	N30°07'51"E	18.45'
L21	N75°16'20"W	107.05'	L64	N27°39'07"E	17.61'
L23	N34°57'25"E	69.79'	L65	N27°39'07"E	27.73'
L24	N33°59'58"E	7.87'	L75	N89°59'36"W	67.40'
L25	N32°11'23"E	48.12'	L76	S70°18'06"W	153.34'
L26	N30°07'51"E	27.50'	L77	S43°58'32"W	29.66'
L27	N28°07'13"E	23.97'	L78	S53°08'46"W	77.04'
L28	N27°39'07"E	45.35'	L79	S38°40'34"W	28.25'
L29	S73°04'53"E	68.74'	L80	S43°58'32"W	6.34'
L30	S62°01'36"E	91.73'	L81	S58°42'41"W	14.24'
L31	S46°44'52"E	91.73'	L82	S48°59'29"W	40.33'
L32	S31°28'08"E	91.73'	L83	N75°16'20"W	29.82'
L33	S17°21'01"E	79.71'	L84	S54°38'45"W	60.00'
L34	S08°33'02"E	110.00'	L85	S35°56'04"W	63.35'
L35	S08°33'02"E	134.65'	L86	S56°00'48"W	89.88'
L36	S89°59'36"E	86.22'	L87	S83°40'20"W	82.21'
L37	S84°55'14"E	54.86'	L88	N69°55'36"W	82.21'
L38	N68°23'42"E	28.18'	L89	N47°02'18"W	60.58'
L39	N64°05'39"E	40.24'	L90	N42°00'37"W	73.82'
L40	N68°51'42"E	56.56'	L102	N35°01'47"E	25.00'
L41	N80°28'07"E	49.55'	L103	N35°01'47"E	157.51'
L42	S82°32'06"E	50.29'	L104	N35°01'47"E	132.51'



DETAIL "A"
NOT TO SCALE

STREET NOTES

STREET NAME	R.O.W.	FOC-FOC	LENGTH	SIDEWALK
BISMARCK DRIVE	50'	30'	1158.02'	BOTH SIDES
WILLISTON LOOP	50'	30'	1097.45'	BOTH SIDES
TOTAL			2255.47'	



5.20.10

PATE ENGINEERS
TYPE F-002726

7801 North Capital of Texas Highway, Suite 350, Austin, Texas 78731 Phone: 512-340-0600

CBJ-05-0141.4A

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.:
096-002
DRAWING NO.:
096-002-PL1
PLOT DATE:
05/20/10
PLOT SCALE:
1" = 100'
DRAWN BY:
JDB & JBE
SHEET
03 OF 03

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Len-Buf Land Acquisitions of Texas, LP, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Bridges of Bear Creek" (the "Subdivision"); and
Phase 2, Section 2

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Len-Buf Land Acquisitions of Texas, LP
3600 N. Capital of Texas Hwy, Bldg B, Ste 170
Austin, Texas 78746

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

County Judge

Date:

SUBDIVIDER:

Len-Buf Land Acquisitions of Texas, LP

By: Buffington Land Management, LLC,
its General Partner

By: 

Name: James Dorney
Title: Vice President
Authorized Representative
Date:

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, ^{13th} June 2010, by
James Dorney, Vice President, in the capacity stated herein.



Signature of Notary

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701



EXHIBIT A

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

MARBRIDGE TRACT III 27.381 ACRES

A DESCRIPTION OF 27.381 ACRES (APPROX. 1,192,716 S.F.) IN THE WALKER WILSON SURVEY NO. 2, ABSTRACT 27 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 154.59 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MARBRIDGE FOUNDATION FOR RETARDED CHILDREN, DATED SEPTEMBER 16, 1969, RECORDED IN VOLUME 3753, PAGE 791 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 27.381 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the west line of Brodie Lane (100' right-of-way), same being the southeast corner of Lot 51, Block F, Bridges at Bear Creek Phase 2, Section 1, a subdivision of record in Document No. 200700070, of the Official Public Records of Travis County, Texas, from which a 60d nail found in the west line of Brodie Lane bears North 37°46'02" West, a distance of 710.59 feet;

THENCE with the west right-of-way line of Brodie Lane, the following two (2) courses:

1. South 37°46'02" East, with the west line of Brodie Lane, a distance of 5.65 feet to a 1/2" rebar found for a point of curvature;
2. Following said curve to the right having an arc length of 45.00 feet, a radius of 30.00 feet, and a chord which bears South 05°05'10" West, a distance of 40.90 feet to a 1/2" rebar found for a point of reverse curvature, being also in the north right-of-way line of F.M. 1626 (right-of-way width varies);

THENCE with the north right-of-way line of F.M. 1626 the following two (2) courses:

1. Following said curve to the left having an arc distance of 92.22 feet, a radius of 624.74 feet, and a chord which bears South 43°46'33" West, a distance of 92.14 feet to a 1/2" rebar with cap set for a point of tangency;
2. South 39°30'43" West, a distance of 134.07 feet to a calculated point, for the centerline of Bear Creek, and the south line of the 154.59 acre tract;

THENCE with the centerline of Bear Creek and the south line of the 154.59 acre tract, being also the north line of an 11.229 acre tract of land described in Volume 11566, Page 929 of the Real Property Records of Travis County, Texas, and the north line of an 83.54 acre tract of land described in Volume 10850, Page 361 of the Real Property Records of Travis County, Texas the following twenty-one (21) courses:

1. North 82°02'29" West, a distance of 29.10 feet to a calculated point;

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2. North 86°46'36" West, a distance of 65.93 feet to a calculated point;
3. North 76°19'08" West, a distance of 78.55 feet to a calculated point;
4. South 89°49'08" West, a distance of 121.61 feet to a calculated point;
5. North 84°55'14" West, a distance of 75.74 feet to a calculated point;
6. North 89°59'36" West, a distance of 110.03 feet to a calculated point;
7. South 70°18'06" West, a distance of 71.83 feet to a calculated point;
8. South 43°58'32" West, a distance of 80.27 feet to a calculated point;
9. South 35°25'30" West, a distance of 96.38 feet to a calculated point;
10. South 11°06'36" East, a distance of 78.53 feet to a calculated point;
11. South 07°20'18" West, a distance of 116.64 feet to a calculated point;
12. South 49°48'59" West, a distance of 86.45 feet to a calculated point;
13. South 69°09'49" West, a distance of 106.62 feet to a calculated point;
14. North 85°17'46" West, a distance of 121.36 feet to a calculated point;
15. North 74°16'37" West, a distance of 99.15 feet to a calculated point;
16. North 77°08'32" West, a distance of 126.54 feet to a calculated point;
17. North 77°54'47" West, a distance of 91.38 feet to a calculated point;
18. North 75°31'05" West, a distance of 96.89 feet to a calculated point;
19. North 76°20'36" West, a distance of 98.78 feet to a calculated point;
20. North 81°19'13" West, a distance of 90.77 feet to a calculated point;
21. North 75°16'20" West, a distance of 107.05 feet to a calculated point for an angle point in the south line of the 154.59 acre tract, being also the centerline of Bear Creek, and an angle point in the east line of the 83.54 acre tract;

THENCE North 33°09'42" East, with the southwest line of the 154.59 acre tract, being also east line of the 83.54 acre tract, a distance of 123.33 feet to a fence post found for an angle point in the east line of the 83.54 acre tract, being also the southwest corner of an 80.60 acre tract of land described in Volume 13318, Page 1219 of the Real Property Records of Travis County, Texas;

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THENCE with the southwest line of the 154.59 acre tract, being also south line of the 80.60 acre tract the following two (2) courses:

1. North 33°09'42" East, a distance of 135.81 feet to a concrete nail with shiner set;
2. North 32°59'11" East, a distance of 241.95 feet to a fence post found for the southeast corner of the 80.60 acre tract and an angle point in the west line of the 154.59 acre tract;

THENCE North 54°07'24" West, with the east line of the 80.60 acre tract, being also the west line of the 154.59 acre tract, a distance of 249.77 feet to a 1/2" rebar with cap set in the east line of said 80.60 acre tract, same being in the west line of the 154.59 acre tract, being also the southwest corner of Lot 26 Block F, Bridges at Bear Creek Phase 2, Section 1, from which a 1/2" rebar found for an angle point in the east line of the 80.60 acre tract, same being the west line of Lot 23 Block F, Bridges at Bear Creek Phase 2, Section 1, bears North 54°07'24" West, a distance of 218.17 feet;

THENCE over and across the 154.59 acre tract, the south line of Bridges at Bear Creek Phase 2, Section 1, the following twenty-eight (28) courses:

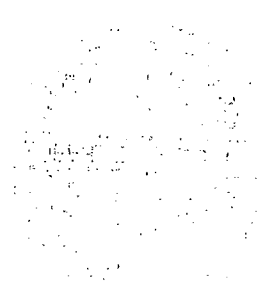
1. North 35°01'47" East, a distance of 207.51 feet to a 1/2" rebar with cap set in the south termination of Bismark Drive (50' right-of-way width);
2. North 54°58'13" West, a distance of 13.12 feet to a 1/2" rebar with cap set;
3. North 34°57'25" East, a distance of 69.79 feet to a 1/2" rebar with cap set;
4. North 33°59'58" East, a distance of 7.87 feet to a 1/2" rebar with cap set;
5. North 32°11'23" East, a distance of 48.12 feet to a 1/2" rebar with cap set;
6. North 30°07'51" East, a distance of 27.50 feet to a 1/2" rebar with cap set;
7. North 28°07'13" East, a distance of 23.97 feet to a 1/2" rebar with cap set;
8. North 27°39'07" East, a distance of 45.35 feet to a 1/2" rebar with cap set;
9. North 27°30'21" East, a distance of 228.36 feet to a 1/2" rebar with cap set;
10. South 73°50'48" East, a distance of 495.63 feet to a 1/2" rebar with cap set;
11. South 73°04'53" East, a distance of 68.74 feet to a 1/2" rebar with cap set;
12. South 62°01'36" East, a distance of 91.73 feet to a 1/2" rebar with cap set;
13. South 46°44'52" East, a distance of 91.73 feet to a 1/2" rebar with cap set;

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14. South 31°28'08" East, a distance of 91.73 feet to a 1/2" rebar with cap set;
15. South 17°21'01" East, a distance of 79.71 feet to a 1/2" rebar with cap set;
16. South 08°33'02" East, a distance of 110.00 feet to a 1/2" rebar with cap set in the west termination of Bismark Drive (50' right-of-way width);
17. South 81°26'58" West, a distance of 9.34 feet to a 1/2" rebar with cap set;
18. South 08°33'02" East, a distance of 134.65 feet to a 1/2" rebar with cap set;
19. South 89°59'36" East, a distance of 86.22 feet to a 1/2" rebar with cap set;
20. South 84°55'14" East, a distance of 54.86 feet to a calculated point;
21. North 68°23'42" East, a distance of 28.18 feet to a calculated point;
22. North 64°05'39" East, a distance of 40.24 feet to a calculated point;
23. North 68°51'42" East, a distance of 56.56 feet to a calculated point;
24. North 80°28'07" East, a distance of 49.55 feet to a calculated point;
25. South 77°00'34" East, a distance of 102.05 feet to a calculated point;
26. South 69°57'44" East, a distance of 110.43 feet to a calculated point;
27. South 82°32'06" East, a distance of 50.29 feet to a 1/2" rebar with cap set;
28. South 87°05'37" East, a distance of 36.67 feet to the **POINT OF BEGINNING**, containing 27.381 acres of land, more or less.

Surveyed on the ground September 2005, updated January 7, 2009. Bearing basis is Grid Azimuth for the Texas Central Zone, NAD 1983/93 HARN from the L.C.R.A. survey control grid. Attachments: Survey Drawing 096-002-TL2.

 1-7-09
Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Len-Buf Land Acquisitions of Texas, LP, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Bridges of Bear Creek" (the "Subdivision"); and
Phase 2, Section 2

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Len-Buf Land Acquisitions of Texas, LP
3600 N. Capital of Texas Hwy, Bldg B, Ste 170
Austin, Texas 78746

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

County Judge

Date:

SUBDIVIDER:

Len-Buf Land Acquisitions of Texas, LP
By: Buffington Land Management, LLC,
its General Partner

By: 

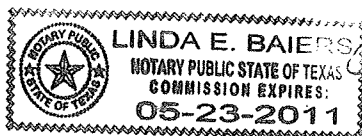
Name: James Dorney
Title: Vice President
Authorized Representative
Date:

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of ^{14th} June 2010, by
James Dorney, Vice president, in the capacity stated herein.



[Signature]
Signature of Notary

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701



EXHIBIT A

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

MARBRIDGE TRACT III 27.381 ACRES

A DESCRIPTION OF 27.381 ACRES (APPROX. 1,192,716 S.F.) IN THE WALKER WILSON SURVEY NO. 2, ABSTRACT 27 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 154.59 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MARBRIDGE FOUNDATION FOR RETARDED CHILDREN, DATED SEPTEMBER 16, 1969, RECORDED IN VOLUME 3753, PAGE 791 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 27.381 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the west line of Brodie Lane (100' right-of-way), same being the southeast corner of Lot 51, Block F, Bridges at Bear Creek Phase 2, Section 1, a subdivision of record in Document No. 200700070, of the Official Public Records of Travis County, Texas, from which a 60d nail found in the west line of Brodie Lane bears North 37°46'02" West, a distance of 710.59 feet;

THENCE with the west right-of-way line of Brodie Lane, the following two (2) courses:

1. South 37°46'02" East, with the west line of Brodie Lane, a distance of 5.65 feet to a 1/2" rebar found for a point of curvature;
2. Following said curve to the right having an arc length of 45.00 feet, a radius of 30.00 feet, and a chord which bears South 05°05'10" West, a distance of 40.90 feet to a 1/2" rebar found for a point of reverse curvature, being also in the north right-of-way line of F.M. 1626 (right-of-way width varies);

THENCE with the north right-of-way line of F.M. 1626 the following two (2) courses:

1. Following said curve to the left having an arc distance of 92.22 feet, a radius of 624.74 feet, and a chord which bears South 43°46'33" West, a distance of 92.14 feet to a 1/2" rebar with cap set for a point of tangency;
2. South 39°30'43" West, a distance of 134.07 feet to a calculated point, for the centerline of Bear Creek, and the south line of the 154.59 acre tract;

THENCE with the centerline of Bear Creek and the south line of the 154.59 acre tract, being also the north line of an 11.229 acre tract of land described in Volume 11566, Page 929 of the Real Property Records of Travis County, Texas, and the north line of an 83.54 acre tract of land described in Volume 10850, Page 361 of the Real Property Records of Travis County, Texas the following twenty-one (21) courses:

1. North 82°02'29" West, a distance of 29.10 feet to a calculated point;

Page 2

2. North 86°46'36" West, a distance of 65.93 feet to a calculated point;
3. North 76°19'08" West, a distance of 78.55 feet to a calculated point;
4. South 89°49'08" West, a distance of 121.61 feet to a calculated point;
5. North 84°55'14" West, a distance of 75.74 feet to a calculated point;
6. North 89°59'36" West, a distance of 110.03 feet to a calculated point;
7. South 70°18'06" West, a distance of 71.83 feet to a calculated point;
8. South 43°58'32" West, a distance of 80.27 feet to a calculated point;
9. South 35°25'30" West, a distance of 96.38 feet to a calculated point;
10. South 11°06'36" East, a distance of 78.53 feet to a calculated point;
11. South 07°20'18" West, a distance of 116.64 feet to a calculated point;
12. South 49°48'59" West, a distance of 86.45 feet to a calculated point;
13. South 69°09'49" West, a distance of 106.62 feet to a calculated point;
14. North 85°17'46" West, a distance of 121.36 feet to a calculated point;
15. North 74°16'37" West, a distance of 99.15 feet to a calculated point;
16. North 77°08'32" West, a distance of 126.54 feet to a calculated point;
17. North 77°54'47" West, a distance of 91.38 feet to a calculated point;
18. North 75°31'05" West, a distance of 96.89 feet to a calculated point;
19. North 76°20'36" West, a distance of 98.78 feet to a calculated point;
20. North 81°19'13" West, a distance of 90.77 feet to a calculated point;
21. North 75°16'20" West, a distance of 107.05 feet to a calculated point for an angle point in the south line of the 154.59 acre tract, being also the centerline of Bear Creek, and an angle point in the east line of the 83.54 acre tract;

THENCE North 33°09'42" East, with the southwest line of the 154.59 acre tract, being also east line of the 83.54 acre tract, a distance of 123.33 feet to a fence post found for an angle point in the east line of the 83.54 acre tract, being also the southwest corner of an 80.60 acre tract of land described in Volume 13318, Page 1219 of the Real Property Records of Travis County, Texas;

Page 3

THENCE with the southwest line of the 154.59 acre tract, being also south line of the 80.60 acre tract the following two (2) courses:

1. North 33°09'42" East, a distance of 135.81 feet to a concrete nail with shiner set;
2. North 32°59'11" East, a distance of 241.95 feet to a fence post found for the southeast corner of the 80.60 acre tract and an angle point in the west line of the 154.59 acre tract;

THENCE North 54°07'24" West, with the east line of the 80.60 acre tract, being also the west line of the 154.59 acre tract, a distance of 249.77 feet to a 1/2" rebar with cap set in the east line of said 80.60 acre tract, same being in the west line of the 154.59 acre tract, being also the southwest corner of Lot 26 Block F, Bridges at Bear Creek Phase 2, Section 1, from which a 1/2" rebar found for an angle point in the east line of the 80.60 acre tract, same being the west line of Lot 23 Block F, Bridges at Bear Creek Phase 2, Section 1, bears North 54°07'24" West, a distance of 218.17 feet;

THENCE over and across the 154.59 acre tract, the south line of Bridges at Bear Creek Phase 2, Section 1, the following twenty-eight (28) courses:

1. North 35°01'47" East, a distance of 207.51 feet to a 1/2" rebar with cap set in the south termination of Bismark Drive (50' right-of-way width);
2. North 54°58'13" West, a distance of 13.12 feet to a 1/2" rebar with cap set;
3. North 34°57'25" East, a distance of 69.79 feet to a 1/2" rebar with cap set;
4. North 33°59'58" East, a distance of 7.87 feet to a 1/2" rebar with cap set;
5. North 32°11'23" East, a distance of 48.12 feet to a 1/2" rebar with cap set;
6. North 30°07'51" East, a distance of 27.50 feet to a 1/2" rebar with cap set;
7. North 28°07'13" East, a distance of 23.97 feet to a 1/2" rebar with cap set;
8. North 27°39'07" East, a distance of 45.35 feet to a 1/2" rebar with cap set;
9. North 27°30'21" East, a distance of 228.36 feet to a 1/2" rebar with cap set;
10. South 73°50'48" East, a distance of 495.63 feet to a 1/2" rebar with cap set;
11. South 73°04'53" East, a distance of 68.74 feet to a 1/2" rebar with cap set;
12. South 62°01'36" East, a distance of 91.73 feet to a 1/2" rebar with cap set;
13. South 46°44'52" East, a distance of 91.73 feet to a 1/2" rebar with cap set;

Page 4

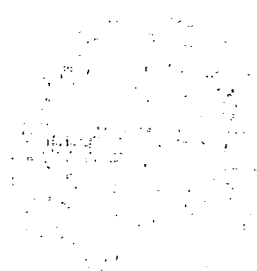
14. South 31°28'08" East, a distance of 91.73 feet to a 1/2" rebar with cap set;
15. South 17°21'01" East, a distance of 79.71 feet to a 1/2" rebar with cap set;
16. South 08°33'02" East, a distance of 110.00 feet to a 1/2" rebar with cap set in the west termination of Bismark Drive (50' right-of-way width);
17. South 81°26'58" West, a distance of 9.34 feet to a 1/2" rebar with cap set;
18. South 08°33'02" East, a distance of 134.65 feet to a 1/2" rebar with cap set;
19. South 89°59'36" East, a distance of 86.22 feet to a 1/2" rebar with cap set;
20. South 84°55'14" East, a distance of 54.86 feet to a calculated point;
21. North 68°23'42" East, a distance of 28.18 feet to a calculated point;
22. North 64°05'39" East, a distance of 40.24 feet to a calculated point;
23. North 68°51'42" East, a distance of 56.56 feet to a calculated point;
24. North 80°28'07" East, a distance of 49.55 feet to a calculated point;
25. South 77°00'34" East, a distance of 102.05 feet to a calculated point;
26. South 69°57'44" East, a distance of 110.43 feet to a calculated point;
27. South 82°32'06" East, a distance of 50.29 feet to a 1/2" rebar with cap set;
28. South 87°05'37" East, a distance of 36.67 feet to the **POINT OF BEGINNING**, containing 27.381 acres of land, more or less.

Surveyed on the ground September 2005, updated January 7, 2009. Bearing basis is Grid Azimuth for the Texas Central Zone, NAD 1983/93 HARN from the L.C.R.A. survey control grid. Attachments: Survey Drawing 096-002-TL2.



1-7-09

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995





TRAVIS COUNTY PURCHASING OFFICE

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

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

8 B1C

Approved by: _____

Cyd V. Grimes 7/26/10

Voting Session: Tuesday, August 3, 2010

REQUESTED ACTION: APPROVE ORDER EXEMPTING THE PURCHASE OF

A. PROFESSIONAL LAND PLANNING SERVICES, BOSSE AND PHARIS ASSOCIATES, INC.; AND

B. PROFESSIONAL ENVIRONMENTAL MONITORING SERVICES, THORNHILL GROUP, INC.

FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE COUNTY PURCHASING ACT.

Points of Contact:

Purchasing: Jason G. Walker, Marvin Brice, C.P.P.B.

Department: (TNR), Joe Gieselman, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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

Travis County, the City of Austin, and the Lower Colorado River Authority will be entering into an Interlocal Agreement to prepare a Colorado River Corridor Plan. With this planning, portions of associated land planning will involve a private company, TXI.

TNR is requesting the solicitation of professional land planning services, and professional environmental monitoring services, needed in support of the Colorado River Corridor Plan, be exempted from the competitive procurement process. TNR is requesting a contract for land planning services be entered into with Bosse and Pharis Associates, Inc., an established professional design services firm, as well as a contract for environmental monitoring services be entered into with Thorhhill Group, Inc., an established professional geology and hydrogeolgy consulting firm. TNR has reviewed Speed Shore Corporation's training curriculum and feels that it follows TNR's established training program.

Each of these professional firms have local knowledge, as well as working experience of the area to be studied, which is important when being examined as part of the planning process. They also have had working relationships with the other sponsors of this planning.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (choose from drop list)

Contract Period:

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☐ Funding Account(s):
- ☒ Comments: Funding information has not been provided at this point since the only action being requested is for approval of an exemption order.

➤ **Statutory Verification of Funding:**

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

**ORDER EXEMPTING PURCHASE OF PROFESSIONAL LAND
PLANNING SERVICES FROM COMPETITIVE BIDDING AND
COMPETITIVE PROPOSAL REQUIREMENTS OF THE COUNTY
PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. Sec. 262.023, and

WHEREAS, the County desires to enter into a contract with Bosse and Pharis Associates, Inc., a professional design services firm, and

WHEREAS, land planning services are professional services requiring special training, skills, and experience,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of professional land planning services from Bosse and Pharis Associates, Inc. is exempt from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024 (a) (4), as these contracts are for professional services.

Signed and entered this ____ day of _____, 2010.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sara Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

**ORDER EXEMPTING PURCHASE OF PROFESSIONAL
ENVIRONMENTAL MONITORING SERVICES FROM COMPETITIVE
BIDDING AND COMPETITIVE PROPOSAL REQUIREMENTS OF THE
COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. Sec. 262.023, and

WHEREAS, the County desires to enter into a contract with Thornhill Group, Inc., a professional geology and hydrogeology consulting firm, and

WHEREAS, environmental monitoring services are professional services requiring special training, skills, and experience,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of professional environmental monitoring services from Thornhill Group, Inc. is exempt from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024 (a) (4), as these contracts are for professional services.

Signed and entered this ____ day of _____, 2010.

Samuel T. Biscoe, County Judge
Travis County, Texas

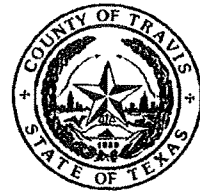
Ron Davis
Commissioner, Precinct 1

Sara Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

RECEIVED
TRAVIS COUNTY



Jason
7.27.10
MB

TRANSPORTATION AND NATURAL RESOURCES JUL 27 AM 8:40
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

PURCHASING
OFFICE

July 26, 2010

MEMORANDUM

TO: Cyd Grimes
Purchasing Agent

FROM: Joseph P. Gieselman
Executive Manager

SUBJECT: Exemption Orders for Professional Services
Colorado River Corridor Plan

Travis County will enter into an Interlocal Agreement with the City of Austin and the Lower Colorado River Authority to prepare a Colorado River Corridor Plan. The plan will serve as a guide to the long range development of the Colorado River corridor within the unincorporated area of Travis County. Part of the planning effort will involve the preparation of post-mining land plans for TXI properties within the river corridor. I am requesting that the Purchasing Department prepare two exemption orders for the Court's consideration to enable the county to contract with 1) Bosse & Pharis Associates to do comprehensive and land planning, and 2) Thornhill Group to do environmental monitoring. Bosse & Pharis has specific knowledge regarding the properties owned by TXI but also has the urban planning and geographic information system proficiency needed for the scope of work. The Thornhill Group is the most knowledgeable firm about ground water supply in eastern Travis County, potentially the most critical impact of mining operations. The Thornhill Group has done business with the county before. Both are reputable, local firms and have had prior working relationships with the study sponsors. TNR believes that exemption orders are warranted in this case.

8A

Travis County Commissioners' Court Agenda Request

Voting Session August 3, 2010

Work Session _____

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

B. Requested Text: **Consider and take appropriate action on an Interlocal Agreement with the City of Austin and the Lower Colorado River Authority to conduct a Colorado River Corridor Study.**

C. Approved by: Margaret J. Gomez
Commissioner Margaret Gomez, Precinct Four

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. Send a copy of the Agenda Request and backup to the following:

Randy Nicholson, TNR
Jon White, TNR
Tom Webber, TNR
Cynthia McDonald, TNR

Sue Edwards, City of Austin, 974-7820
Pat Murphy, City of Austin, 974-3443
Frank Morgan, LCRA, 473-3340
Sherri Kuhl, LCRA, 473-3363

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 **MUST** be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

July 27, 2010

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman
Executive Manager

SUBJECT: Interlocal Agreement with City of Austin and LCRA:
Colorado River Corridor Study

SUMMARY AND STAFF RECOMMENDATION

The Interlocal Agreement among Travis County, City of Austin, and the Lower Colorado River Authority defines and finances a three-phase study of the Colorado River Corridor which includes the area bounded by US Hwy 183, FM 969, the Travis/Bastrop county line, and SH 71. Over 40% of the area is owned by sand and gravel mining companies, including TXI, which provide building materials to the growing Austin metropolitan area. The study will evaluate and plan for the long range transition of the study area from mining and agricultural uses to comprehensive urban development. The study will evaluate mining reclamation and the integration of reclaimed mining sites into a system of parks, open spaces, and greenways along the Colorado River and its tributaries. The study will also set up an environmental monitoring program of ground and surface water, noise, and air pollution in the vicinity of TXI's East and West Hornsby Bend mining sites. The studies will take up to six months to complete.

TNR recommends the adoption of the Interlocal Agreement

ISSUES AND OPPORTUNITIES

- While local governments have some limited authority to set construction standards for roads and drainage and to regulate development within the flood plain, they don't have State-legislated authority over how land can be used in the unincorporated area. The County may use its capital improvements program to construct roadways and to purchase parks and open spaces that help form and support urban development.

FISCAL AND BUDGET IMPACT

The study is to be done in three phases of work. Travis County, the City of Austin, and the Lower Colorado River Authority will pay for Phase 1 and Phase 3 of the work, while TXI will pay for Phase II which deals with the future use of its own properties, as follows:

PHASE 1 – CORRIDOR-WIDE PLANNING AND PHASE 3: ENVIRONMENTAL MONITORING

<u>TOTAL COST</u>	SOURCE OF FUNDING			
	TRAVIS COUNTY	CITY OF AUSTIN		LCRA
	<u>CASH IN-KIND</u>	<u>CASH IN-KIND</u>	<u>CASH IN-KIND</u>	<u>CASH IN-KIND</u>
\$158,000	\$64,000 \$11,000	\$60,000	\$10,000	\$5,000 \$8,000

PHASE 2 – PRELIMINARY LAND PLANNING OF TXI PROPERTIES

<u>TOTAL COST</u>	SOURCE OF FUNDING
	TXI
	<u>CASH</u>
\$60,000	\$60,000

Travis County TNR will provide in-kind services through planning data and support as well as surface water sampling during storm events. The county's cash contribution will come from TNR's Line Item 511-4945-809-8112.

BACKGROUND

- Over millennia, the Colorado River below Austin has meandered beyond its current shorelines, leaving deposits of sand and gravel within its wide alluvial flood plain.
- Those deposits are now the source of building materials for a growing metropolitan area. Airport expansion, new highways, high rise downtown condominiums, new suburban subdivisions, and yes, Formula One race track: they all need sand, gravel, and concrete and that means mining the Colorado River's alluvial deposits, the closest and most economical source to Austin of these building materials.
- Over 40% of the land within the Colorado River between Austin and the Bastrop County line is owned by one mining company or another.
- Travis County and the City of Austin recently granted development permits to TXI for its 1200-acre Hornsby East and West sites. While local governments have some limited authority to set construction standards for roads and drainage and to regulate development within the flood plain, they don't have State-legislated authority over how land can be used in the unincorporated area.
- Some of the same lands suitable for mining, particularly within the flood plains of creeks and rivers, have been identified in Travis County's "Greenprint for Growth" as being high priority for conservation. And Travis County has been successful at acquiring some land along the Colorado River and Onion Creek for a greenway which is now in development. But the county doesn't have near enough tax dollars to purchase all of the lands slated for mining.
- Since 2003 the Austin-Bastrop River Corridor Partnership has developed and promoted "A Vision for the Austin-Bastrop River Corridor". This current effort will draw upon that work and the expertise of the partnership and further its vision.

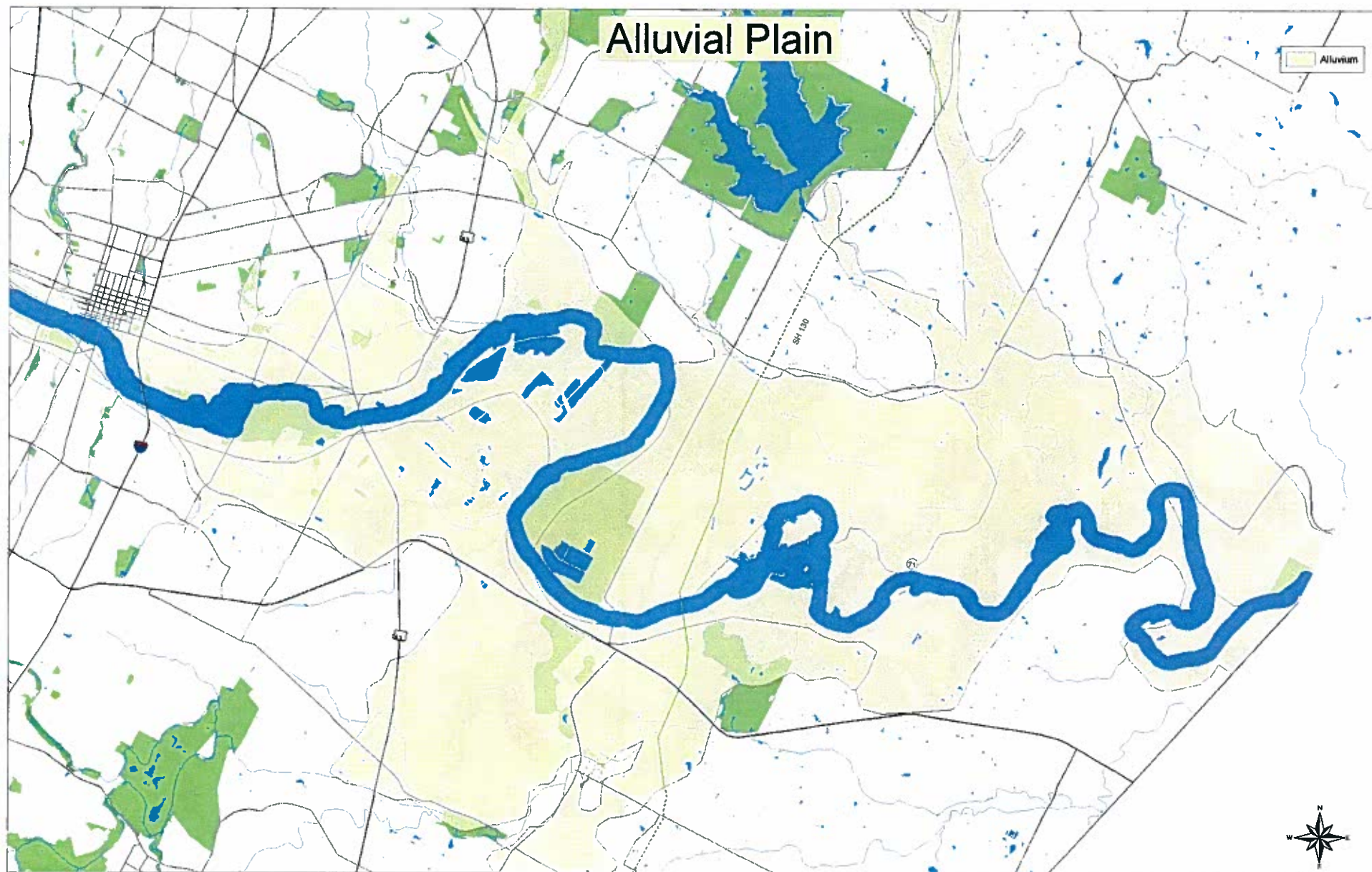
REQUIRED AUTHORIZATIONS

County Attorney – Tom Nuckols
Purchasing Agent – Cyd Grimes
Planning and Budget – Rodney Rhoades

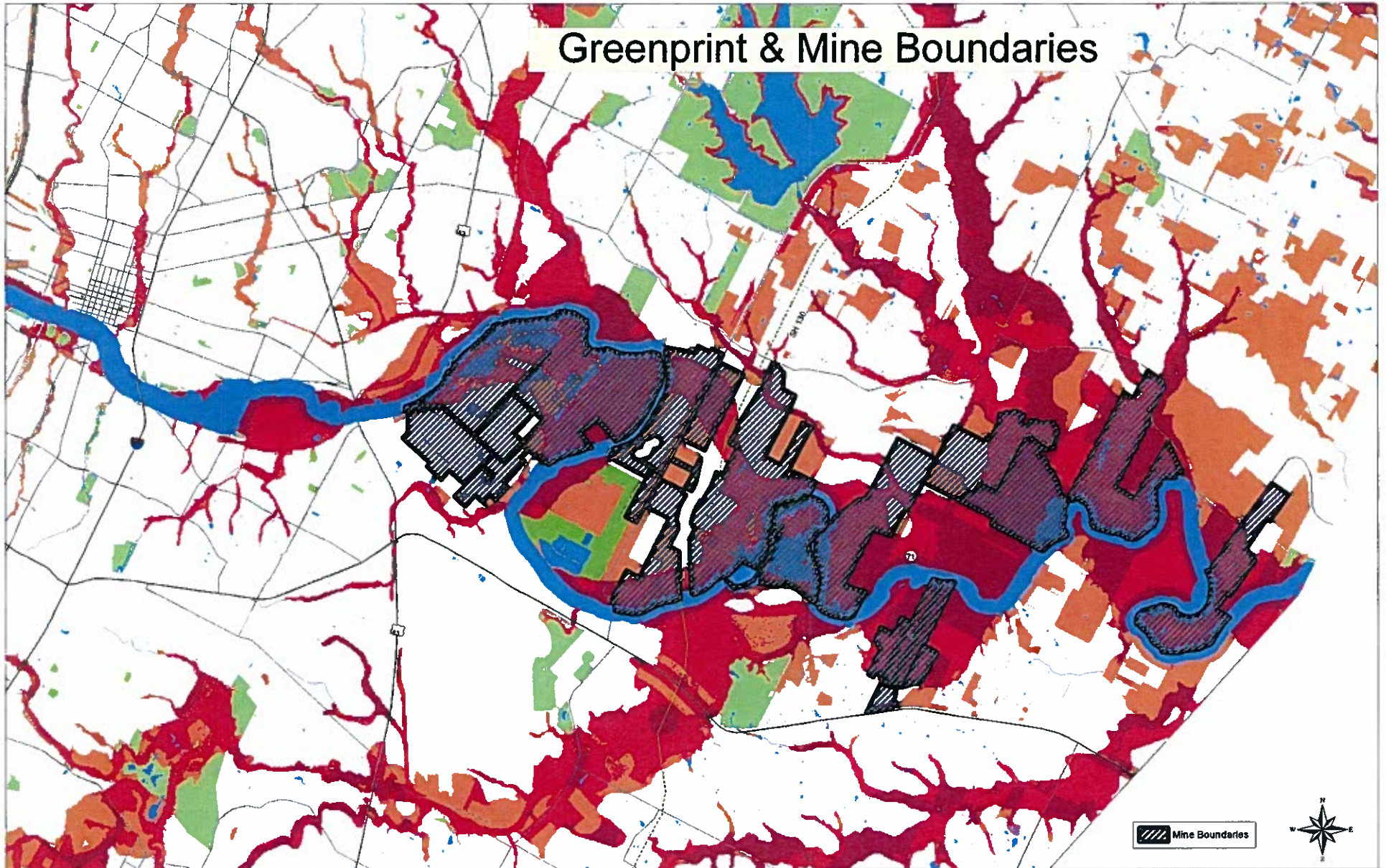
EXHIBITS

Interlocal Agreement with scope of work

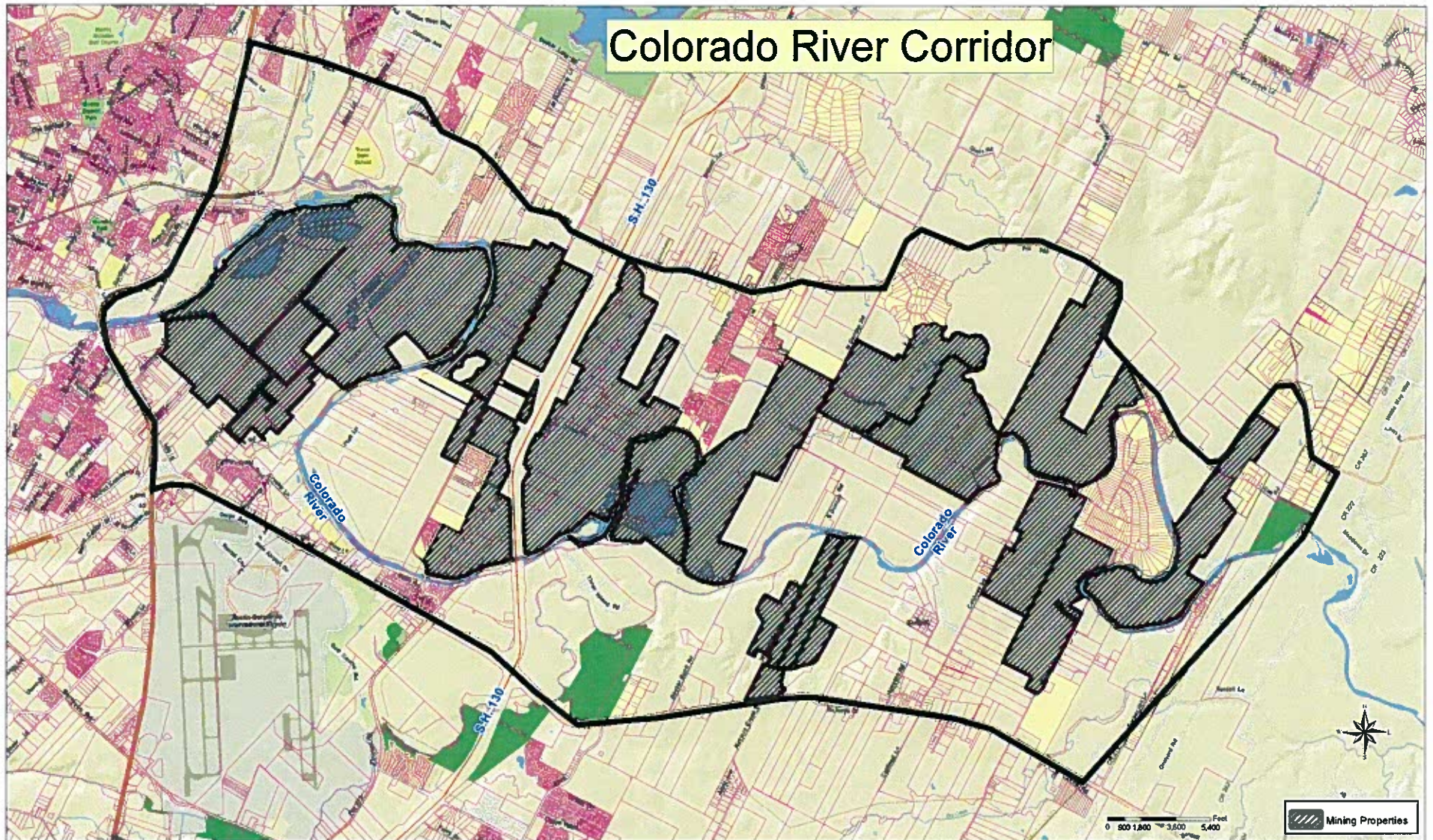
cc. Sue Edwards, City of Austin
Pat Murphy, City of Austin
Frank Morgan, LCRA
Sherri Kuhl, LCRA
Tom Nuckols, County Attorney
Cyd Grimes, County Purchasing Agent
Rodney Rhoades, PBO
Steve Manilla, TNR
Anna Bowlin, TNR
Randy Nicholson, TNR
Cynthia McDonald, TNR



Greenprint & Mine Boundaries



Colorado River Corridor



8A

**COLORADO RIVER CORRIDOR STUDY
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN, TRAVIS COUNTY, AND
LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City"), the Lower Colorado River Authority (the "LCRA"), and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the Parties are interested in the planning and future development of the Colorado River Corridor within their respective jurisdictions;

WHEREAS, the Parties are interested in the long-term restoration and reclamation of mining sites within the area, including the integration of restored or reclaimed mining sites into a greater-Austin/Travis County open space and greenway system; and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Obligations of the County.

The County shall procure and pay for a land planning consultant of its choosing, but reasonably acceptable to the other Parties, to provide the land planning services and coordinate the Parties' in-kind contributions of services described in Exhibit A, which is attached hereto and incorporated herein. The County shall also contribute the in-kind services described in Exhibit A.

2. Obligations of the City and LCRA.

The City and the LCRA shall pay to the County the amount of \$60,000 and \$5,000 respectively and shall contribute the in-kind services described in Exhibit A. Payment shall be made within 30 days of the effective date of this Agreement.

3. Miscellaneous.

- (a) Term. This Agreement shall be effective from and after the date of execution by all parties. And shall expire upon completion of the services and obligations the parties are required to provide under this Agreement.

- (b) Default. If a party defaults in the performance of any of the terms or obligations of this Agreement, the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 30 days, then the non-defaulting party shall have the right without further notice to terminate this Agreement.
- (c) Force Majeure. In the event that the performance by the County, LCRA, or the City 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 of 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 it reasonably necessary after such occurrence to remedy the effects hereto.
- (d) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY:	Sue Edwards Assistant City Attorney 301 W. 2 nd Street Austin, Texas 78704
WITH COPY TO:	City of Austin Law Department 301 W. 2 nd Street Austin, Texas 78701
COUNTY:	Joe Gieselman Executive Manager, TNR P. O. Box 1748 Austin, Texas 78767
WITH A COPY TO:	Travis County Attorney's Office P. O. Box 1748 Austin, Texas 78767
LCRA:	Thomas G. Mason General Manager 3700 Lake Austin Boulevard Austin, Texas 78703

WITH COPY TO: Office of General Counsel
Lower Colorado River Authority
3700 Lake Austin Boulevard
Austin, Texas 78703

(e) 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 each be deemed to include the others.

(f) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

(g) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(h) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(i) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

LOWER COLORADO RIVER AUTHORITY TRAVIS COUNTY, TEXAS

By: _____

By: _____

Name: _____

Samuel T. Biscoe, County Judge

Date: _____

Date: _____

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Date: _____

Approved as to Form:

Assistant City Attorney

EXHIBIT A

COLORADO RIVER CORRIDOR STUDY SCOPE OF WORK

PROJECT NAME: Colorado River Corridor Plan

PROJECT SUMMARY:

1. Phase 1 –Corridor-Wide Planning
2. Phase 2 –Preliminary Land Planning of TXI Properties in Project Area
3. Phase 3 – Environmental Monitoring of TXI's Hornsby Bend East and West Sites

OBJECTIVES:

- Evaluate the potential development patterns and transitions of land uses within the Colorado River corridor over the next twenty five years;
- Develop a sketch general plan for the orderly and compatible development of the corridor in phases over the next five, fifteen, and twenty-five years;
- Develop standards and protocols for the mining and reclamation of mining sites within the corridor, including the integration of reclaimed mining sites into a greater-Austin open space and greenway system;
- Develop standards for the modification and restoration of flood plains to their proper function;
- Evaluate and develop programs and incentives for the creation, preservation and maintenance of open spaces and wetlands within the corridor;
- Assess the impact of sand and gravel mining on ground water supply, ground and surface water quality, air quality and noise.

GEOGRAPHIC SCOPE: Approx. 30,600 Acres bounded by US 183 on the west, east to the Travis County line with Bastrop County and by FM 969 on the north and by SHWY 71 on the south (see attached map).

SPONSORS/PROJECT TEAM:

Travis County
City of Austin
LCRA
TXI

COLORADO RIVER CORRIDOR PLAN

PHASE 1 – SCOPE OF WORK FOR CORRIDOR-WIDE PLANNING

Prepare a general plan for the corridor that addresses the following major issues: compatible land uses, transition of land use from sand and gravel mining to subsequent uses, water resource management and protection, economic development, transportation

system improvements and traffic safety, and neighborhood protection. Phases of work and deliverables are described below:

Task 1 – Pre-Planning Work: Consultant will hold a project orientation meeting with Project Team to review the project schedule and scope of work. Members of the project team will be introduced and their respective responsibilities discussed; communication protocols will be established. Preliminary maps of the project area will be reviewed; data needs and resources for data will be identified.

Task 2 – Compile Base Data: Consultants will establish a baseline of the information on the existing conditions and trends relevant to the future urbanization to the corridor. Below is a list of the data to be collected and an abbreviation next to the entities responsible for collecting the data. The preferred file format for receipt of Regional, County and Corridor level digital mapping and resource files is fully attributed GIS shapefiles/geodatabases with associated metadata and projections (.shp). Any data provided in another digital format or hard copy that will need to be scanned and digitized could potentially result in work above and beyond the scope of this project.

BP (Bosse& Pharis), TC (Travis County), COA (City of Austin), LCRA (Lower Colorado River Authority), SC (Sub-Consultant)

- Aerial photography (TC, COA)
- Property parcel maps (TC)
- Geology (TC, COA)
- Soils (TC COA)
- Topography (TC, COA)
- Waterways and tributaries (TC, COA)
- Floodplains (TC, COA)
- School Districts (TC, COA)
- Emergency Service District (TC, COA)
- Proposed floodplain revisions (TC)
- Jurisdictional limits (TC, COA)
- Agricultural lands (TC, COA)
- Natural areas and habitat (TC, COA)
- Wetlands (TC, COA)
- Historical and cultural resources (TC, COA)
- Existing land uses (TC, COA)
- Proposed developments, conceptual plans preliminary plats and final plats (TC)
- Parks (TC)
- Existing and planned transportation systems and improvements (TC)
- Water wells (TC)
- Utility infrastructure, including CCN's (SC, TC, COA)
- Existing and forecasted population and employment distribution (TC, COA)
- Calculate existing groundwater pumping by public water supplier and private entities, describe significant surface water diversion from the Colorado river,

Decker creek, Onion creek and other bodies of water that could affect the hydrology of the corridor area (*SC, TC, CO, LCRA*)

- Creek and river erosion/migration: map and assess the river stability and bank migration/erosion rates of the Colorado River and its tributaries within the corridor by review of historical aerials and USGS gauging stations and local evaluations of erosion hazard zones;
- Describe the currently known data describing ambient groundwater and surface water quality in the corridor and relevant plans for the project area (*SC, TC, COA, LCRA*)
- Consultant will collect and summarize information about jurisdictional powers and regulations relevant to the development of the area. (*BP*)

Base data will be reviewed with the project team and revised as required

Task 3 – Complete Issues, Opportunities and Constraints Analysis: Consultant will analyze data and identify issues, opportunities, and constraints concerning but not limited to compatible land uses, transition of land use from sand and gravel mining to subsequent uses, water and natural resource management and protection, plans for near term or long term City of Austin annexation in the area, plans to expand COA water and sewer infrastructure (including reclaimed water) in the area, assess projected water supply needs or projected shortfalls, economic development opportunities, transportation system improvements and traffic safety, and neighborhood protection. Consultant will review their analysis with the Project Team and revise as may be required.

Task 4 – Develop a Sketch General Plan for the Corridor: Consultant and Project Team will develop a Sketch General Plan containing the following elements. Bosse & Pharis will serve as the sketch plan clearing house and will be responsible for all maps and reports related to the plan elements. Individual plan element leads are outlined as follows: *BP (Bosse & Pharis), TC (Travis County), COA (City of Austin), LCRA (Lower Colorado River Authority), SC (Sub-Consultant)*

- Goals and Objectives (*Team*)
- Land Use (*BP*)
- Transportation (*TC*)
- Surface and Ground Water Management (*SC*)
- Natural Resources and Environmental Quality (*BP*)
- Parks and Greenways (*BP*)
- Implementation Strategy (*Team*)

The **Land Use** element will have a statement of land use policy that will guide the orderly transition of land uses over the next five, fifteen, and twenty-five years, and include the proposed general distribution and location, and extent of land uses as industrial, commercial, residential, public/semi public, parks/open space, and agricultural.

The plan will provide a general time table for the initiation and completion of mining of sand and gravel by site.

The **Transportation** element will have a statement of transportation policy and standards, and will include the general location, functional classification, capacity and right of way of existing and proposed roadways, arterials and collection streets, bridges, bicycle routes/trails, and pedestrian ways. Analysis of traffic safety issues, such as neighborhood access, truck traffic, and school safety will be evaluated. The element will identify a program of transportation improvements needed to serve future development, their probable construction costs, possible funding source and responsible implementing parties.

The **Surface and Ground Water Management** element will include a statement the management of water supply and quality and include control and conservation measures to be taken to preserve ground water supply, mitigate storm water discharges, manage the flood plain and drainage ways, and maintain water quality.

Natural Resources and Environmental Quality will have a statement of environmental policy and standards, and will include the general location of natural preserves, and other environmentally sensitive areas designated for future conservation and restoration.

Parks and Greenway element will have a statement on the development of a system of parkland, greenways, and wetlands and include the proposed general distribution and location of parks, greenways, wetlands, and open spaces. The element shall include a statement of park standards and the intensity of intended public use of each category of park, open space, and preserve.

Implementation Strategy The Plan will include general policies and initiatives for the implementation of the plan, including amendments to existing regulations, new code, legislative initiatives, land conservation agreements, capital improvements program, and other actions recommended to be taken by entities with authority and resources to implement the plan. The Implementation Strategy will include a fiscal note on the potential costs of each strategy and its funding source.

Task 5 – Develop Colorado River and Tributaries Greenway Plan: Consultant and the Project Team will prepare a concept plan for the development of a system of parks, greenways, and wetlands along the Colorado River and its tributaries within the corridor, integrating reclaimed TXI mining sites. The plan will specify recreational and O&M activities for specific sites and identify the types of facilities and amenities needed to support activities. Plans, sections and sketches will show the layout of park facilities, conceptual grading plans, wetlands, and re-vegetated/restored natural areas. The plan will examine restoration/enhancement of degraded wetlands that exist adjacent to rivers and streams in the area and explore the possibility of wetlands creation from uplands that were previously or are scheduled to be excavated and mined. Consultant will prepare an estimate of probable construction and reclamation costs. Consultant will discuss issues and opportunities with the transition of land uses from sand and gravel mining to park,

greenway, and/or wetlands use. Consultant will review preliminary plans and estimated construction costs with the Project Team and revise as may be required.

Task 6 – Finalize Colorado River Corridor Plan: Consultant will finalize the Corridor Plan based on comments received from the Project Team, preparing plan and section drawings as required to convey the concept of The Colorado River Corridor Plan. Consultant will also finalize an action plan detailing the TXI, Travis County, and City of Austin's responsibilities in the implementation of the plan.

PHASE 2: SCOPE OF WORK FOR PRELIMINARY LAND PLANNING OF TXI PROPERTIES IN PROJECT AREA

Prepare preliminary land plans for the reclamation of TXI properties within the corridor.

Task 1 – Pre-Design Work: Consultant will hold a project orientation meeting with Project Team to review the project schedule and scope of work. Members of the project team will be introduced and their respective responsibilities discussed; communication protocols will be established. Base maps of the project area will be reviewed; data needs and resources for data will be identified.

Task 2 – Analyze Site Conditions: Consultants will analyze conditions of TXI properties to identify opportunities and constraints impacting the reclamation of mined areas for other uses, including residential, commercial, industrial, agricultural, forestry, wetlands, parkland, and open spaces. Consultant will prepare plan and section drawings and sketches to describe site opportunities and constraints. Consultant will review each site analysis with the Project Team and revise as may be required.

Task 3 - Mining Reclamation Plan: Develop standards and protocols for the mining and reclamation of mining sites within the corridor and for the modification and restoration of flood plains to their proper function.

Task 4 – Finalize Conceptual Land Plans: Consultant will finalize the conceptual site plans, sections, and details for reclaiming the mined sites to parkland, greenways, and/or wetlands and update the associated estimate of probable construction costs. Consultant will review final plans and cost estimate with Project Team and revise as may be required.

PHASE 3: ENVIRONMENTAL MONITORING

Assess the pre-mining and post-mining conditions or impacts of TXI's Hornsby Bend East and Hornsby Bend West permitted mining sites in four environmental media categories:

- Colorado River Alluvium wells up-gradient and down-gradient from the permitted mining sites;

- Ambient air particulate matter <10 micrometers diameter (PM10) to evaluate particles like dust from sand/gravel mining and PM2.5 to evaluate impacts from fine particulate associated with the use of diesel-powered vehicles or equipment
- Noise levels in areas between mining activities and receptors such as residential areas, schools, and churches.
- Surface water quality in the streams immediately adjacent to the two TXI sites

The phases of work and deliverables are described below:

Task 1 - Groundwater Availability and Quality

The Colorado River Alluvial Aquifer underlies the TXI site and in the vicinity is used for municipal water supply, agricultural-related irrigation, industry, and private residential consumption in eastern Travis County. Groundwater is available in a wide band of land roughly parallel and on both sides of the Colorado River. Monitoring a collection of alluvial wells could help determine trends in groundwater levels and groundwater quality. A two phase process will be used to select and then monitor wells:

Inventory of Water Wells

A list of available wells will be inventoried to include all public water supply and private wells that are registered with the State of Texas within 1000 feet of the TXI property boundaries. This list would be supplemented with un-registered wells discovered via a door-to-door field survey of each property adjacent to the TXI property boundaries. On this survey, a consultant will interview property owners on well presence, current water source(s) and groundwater use, view the wells if possible, obtain construction data, and discuss potential access to sample wells (if selected during monitoring phase).

Monitoring Water Wells

The consultant will use the inventory list and associated data to select appropriate wells surrounding TXI (both up- and down-gradient). Selection will include verifying the agreement of each property owners on use of the well for monitoring. Monitoring will include:

- Review reference information and records on well construction, well logs, screened interval, and related information on existing wells
- Supplement reference information and records with door-to-door field well survey of properties adjacent to TXI
- Define and select the wells needed in order to achieve monitoring objective of detecting changes in groundwater quality and static water elevation between up-gradient and down-gradient of mining
- Obtain any necessary permission or agreement for access to privately-owned wells
- Develop a QAPP to describe all details for the monitoring, in accordance with procedures consistent with TCEQ standards for groundwater quality monitoring:

- Prior to mining, quarterly monitoring of wells for static water elevation, pH, conductivity, turbidity, nitrate-nitrogen, TSS, and major anions/cations
- Subsequently, until mining commences, monitor wells for static water elevation quarterly and water quality annually
- After mining commences, quarterly monitoring of wells for two years for static water elevation, pH, conductivity, turbidity, nitrate-nitrogen, TSS, and major anions/cations
- After two years, monitor wells for static water elevation quarterly and water quality annually
- Mobilize personnel and equipment for sampling in accordance with the QAPP
- Provide samples for analysis to NELAC accredited laboratory
- Provide annual reports detailing results to Travis County and partner entities with the first annual report identifying baseline conditions and recommended trigger levels for future action

Task 2 – Air Quality

Air quality monitoring will focus on assessing potential TXI impacts on the adjacent receptors, including residential areas, schools, and churches. CAPCOG has mobile air quality monitoring equipment that it has been made available in the past for specific projects. Travis County will borrow such equipment to evaluate baseline air quality conditions near TXI and then to return to the area with equipment to monitor air quality once mining begins. Monitoring for particulate matter <10 micrometers diameter (PM10) will be used to evaluate particles like dust from sand/gravel mining. Monitoring for PM2.5 will evaluate an impact from fine particulate associated with the use of diesel-powered vehicles or equipment. PM2.5 levels are regulated by USEPA due to the potential for inhalation-related health effects. Initial baseline monitoring prior to mining will use one monitor downwind of the TXI site, based upon prevailing wind patterns. After mining and truck traffic begins, the study will monitor with two stations, one located up-wind and another down-wind of a mine, based upon prevailing wind patterns. It is assumed that Travis County could borrow mobile equipment from CAPCOG either informally or through a no-cost written agreement.

The following are tasks for air quality monitoring:

- Site Reconnaissance in the field to assess appropriate sampling locations
- Select representative monitoring locations with consideration of security to ensure integrity of results
- Execute agreement for use of monitoring equipment with CAPCOG
- Develop a QAPP to describe all details for the monitoring, in accordance with procedures consistent with TCEQ standards for air quality monitoring:
 - Both before and after mining commences, the conditions would be monitored intermittently over a course of time, to account for seasonal changes and to obtain a robust number of data points
 - Monitor at a frequency of quarterly, collecting air samples over an 18-day period, every three months
 - Collect basic wind and meteorological information

- Mobilize personnel and equipment for sampling in accordance with the QAPP
- Operate and maintain the equipment, pick up samples and have sample filters sent for analysis of PM
- Provide samples for analysis to NELAC accredited laboratory
- Provide annual reports detailing results to Travis County and partner entities with the first annual report identifying baseline conditions and recommended trigger levels for future action

Task 3 – Noise

Measure noise levels at selected receptors on the periphery of the TXI Hornsby Bend East and West sites before the commencement of mining and then again after mining begins during various hour of mining operations. Assess the noise levels using a combination of computer modeling and field measurement. Compare the noise levels to Federally-promulgated guidelines.

Tasks would include:

- Site reconnaissance in the field to identify noise generation points and receptors
- Noise measurements using a portable decimeter and computer modeling before and after mining commenced to compare ambient conditions and the impact of TXI.
- Measurements would be made at a variety of points between receptors of interest and where mining would occur or other noise generation points.
- Measurements would be made at different times of the day, night, and week.
- A thorough and representative number of “before mining” measurements would be made in year 1.
- An equal “after mining” effort would be carried out in a subsequent year.
- Provide annual reports detailing results to Travis County and partner entities with the first annual report identifying baseline conditions and recommended trigger levels for future action

Task 4 – Surface Water Quality (Travis County Lead)

Decker Creek, Gilleland Creek, Elm Creek, and the Colorado River either border or traverse the TXI mining site and represent the surface water resources of specific interest. Some baseline water quality conditions upstream from TXI are known for these streams from monitoring carried out by the State of Texas and the City of Austin. Monitoring of Gilleland Creek in the area of the mining may be complicated during an above-average flow stage of the Colorado River because potential sites may be more indicative of backflow from the Colorado River than of the Gilleland Creek watershed or impacts from the TXI mine.

Similar to nearby operations, TXI is expected to design the mining operations at Hunters Bend so that rainfall runoff is routed back into open pits that were excavated. The pits would collect runoff from the most typical rainfall events. When extraordinary rainfall occurs, there is the potential to exceed the capacity of pits to hold all runoff. Therefore,

discharges on these rare events could reach nearby surface waters. These discharges are subject to permitting by the TCEQ under the TPDES program. Other impacts on surface water quality could occur if truck traffic on haul roads will traverse stream crossings, such as Elm Creek on the East mining site.

In each instance, surface water quality impacts are related to stormwater events that are episodic and irregular frequency. A continuous and routine monitoring program would be unlikely to detect changes or impacts from mining. Therefore, it is recommended that compliance monitoring be undertaken to evaluate the performance of the TXI stormwater containment system and best management practices (BMPs). Travis County's Stormwater Management Program would periodically inspect the site to evaluate the effectiveness of BMPs at haul road creek crossings. When substantial rainfall occurs, effluent samples of discharges from the containment system would be taken for analysis, to compare with limitations specified in TCEQ requirements. Water samples would be taken upstream and downstream from haul road crossings to evaluate whether water quality is altered or degraded due to the creek crossing activities. Travis County would carry out this task with existing TNR resources (in-kind contributions). Laboratory service expenses would be paid from sponsor/project team funds.

Surface water quality monitoring will include:

- Quarterly inspection of road crossings at times when the streams of interest are expected to be flowing, including estimations of stream flow, photographs, and written observations

- Collection of upstream and downstream samples for typical physio-chemical parameters (quarterly)

- Collection of effluent samples of overflows from containment areas (when high rainfall events occur)

- Provide water samples to NELAC-accredited laboratory for analysis

- Prepare annual report summarizing inspections and sample results

FEES NOT-TO-EXCEED PLUS REIMBURSABLE EXPENSES:**PHASE 1 – CORRIDOR-WIDE PLANNING (TO BE PAID BY COUNTY, CITY, LCRA)**

	<u>CASH</u>	<u>IN-KIND</u>
Task 1 – Pre-Planning Work.....	\$ 5,000	
Task 2 – Compile Base Data.....	\$ 0	\$20,000
Task 3 – Complete Issues, Opportunities and Constraints Analysis.....	\$ 20,000	
Task 4 – Develop a Sketch General Plan for the Corridor.....	\$ 40,000	
Task 5 – Develop Colorado River and Tributaries Greenway Plan.....	\$ 5,000	
Task 6 – Finalize Colorado River Corridor Plan.....	\$ 20,000	
Sub-Total.....	\$ 90,000	\$20,000

PHASE 2 – PRELIMINARY LAND PLANNING OF TXI PROPERTIES IN PROJECT AREA (PAID BY TXI)

	<u>CASH</u>	<u>IN-KIND</u>
Task 1 – Pre-Design Work.....	\$ 5,000	
Task 2 – Analyze Site Conditions.....	\$ 10,000	
Task 3 - Mining Reclamation Plan.....	\$ 15,000	
Task 4 – Finalize Conceptual Land Plans.....	\$ 30,000	
Sub-Total.....	\$ 60,000	

PHASE 3: ENVIRONMENTAL MONITORING(TO BE PAID BY COUNTY, CITY, LCRA)

	<u>CASH</u>	<u>IN-KIND</u>
Task 1 – Ground Water Availability and Quality.....	\$ 17,000	\$6,000
Task 2 – Air Quality Monitoring.....	\$ 11,000	
Task 3 – Noise Monitoring.....	\$ 11,000	
Task 4 – Surface Water Quality.....	\$ -0-	\$3,000
Sub-Total.....	\$ 39,000	\$9,000

	<u>CASH</u>	<u>IN-KIND</u>
TOTAL.....	\$189,000	\$29,000

SOURCE OF FUNDING

	<u>CASH</u>	<u>IN-KIND</u>
Travis County	\$64,000	\$11,000
City of Austin	\$60,000	\$10,000
LCRA	\$ 5,000	\$ 8,000
TXI	<u>\$60,000</u>	<u>\$ -0-</u>
TOTAL.....	\$189,000	\$29,000

9 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

10 JUL 27 AM 11:32

Voting Session: August 3, 2010
(Date)

Work Session: _____
(Date)

I. A. Request made by: Sherri Fleming 854-4467
Patricia A. Young Brown Phone #: 978-8000
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topics:

Consider and take appropriate action on a request by Central Health pursuant to Section 281.106 of the Health and Safety Code for approval to issue certificates of obligation in accordance with Subchapter C, Chapter 271, Local Government Code, for district purposes.

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:

Sherri Fleming, Travis County HHS&VS, 854-4467

Beth Devery, Assistant County Attorney, 854-6654

Leroy Nellis, Budget Manager, PBO, 854-9066

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



CENTRAL HEALTH

1111 East Cesar Chavez St.
Austin, Texas 78702
Phone: 512-978-8155
Fax: 512-978-8156
www.centralhealth.net

MEMORANDUM

To: Travis County Commissioners

From: John Stephens, Chief Financial Officer, Central Health

Date: July 27, 2010

Re: **August 4 Agenda Item** – Approve Central Health issuing \$18 million in Certificates of Obligation to finance the construction of the North Central Community Health Center.

Background

This item first came to the Commissioners Court on July 20, 2010 and was deferred to the August 4, 2010 agenda.

The Central Health Board of Managers has reserved from the beginning the option to finance the \$18 million cost of constructing the clinic at 1210 W. Braker Lane. Key Board of Managers' actions on this project are as follows:

April 2008	Board expresses intent to finance the project
September 2008	Board appropriates capital budget for the project
December 2008	Board approves purchase of the project site

Attached is a copy of a memo dated April 18, 2008 from Stacy Wilson, the Travis County attorney representing Central Health (then the Travis County Healthcare District), to Trish Young, our President and CEO. The memo concludes with the recommendation that the Central Health Board of Managers adopt a reimbursement resolution expressing its intent to finance the North Central project, which the Board did on April 24, 2008.

Current Status

Thomas B. Coopwood M.D.
Chairperson

Rosie Mendoza, C.P.A.
Vice-Chairperson

Frank Rodriguez
Treasurer

Bobbie Barker
Secretary

Clarke Heidrick, J.D.

Donald Patrick, M.D., J.D.

Brenda Coleman-Beattie, M.A.

Anthony Haley, J.D.

Katema Daniel, R.N.

Patricia Young Brown, C.P.A.
President & CEO

Based upon preliminary work with Central Health's financial advisor, Ladd Pattillo, and our bond counsel, Glen Opel of Vinson and Elkins, we believe that the timing and circumstances of this financing are appropriate for Central Health to establish a credit rating and a credit history and therefore, we are now requesting approval from the Commissioners Court to issue \$18 million in Certificates of Obligation to finance the construction of the North Central Community Health Center.

Benefits to Central Health

Interest rates are relatively low from a historical perspective. For instance, today (July 27), the current yield on a triple A-rated ("AAA") 20-year municipal bond was 4.07%, having declined from 4.09% as of two weeks ago. Travis County's bond rating is AAA, and while Central Health has the same tax base as the County and would pledge only

property tax revenue to repay the COs, its rating would likely not be AAA; however, even with a lower rating, Central Health should still be able to get a low interest rate.

Central Health is in excellent financial condition for credit establishment purposes with net assets (cash and investments) in excess of \$105 million at September 30, 2009. Our tax base is stable and expected to continue to grow into the future.

The amount to be financed is a relatively small financing and with a pledge of its property tax, the financing would be simple and straightforward, allowing Central Health to establish a credit rating and begin to establish a credit history.

This would also allow Central Health to retain its current level of reserves to deal with the implementation of national healthcare reform, including proposed cutbacks in Disproportionate Share Hospital Funding, which we receive as additional rent from Seton.

Schedule and Logistics

If the Commissioners Court approves this request for Central Health to issue Certificates of Obligation, we will request final approval from our Board and if granted, will then sell the COs this autumn. We are proposing to pay the first year's debt service out of Central Health reserves. Therefore, if the Court approves this item, there would be no debt service tax for fiscal year 2011.

We estimate that for COs issued at a 4% interest rate, the annual debt service would be about \$1.3 million. Beginning in 2012 and for subsequent years, the annual debt service would be funded by a tax rate estimated now to be about .14 cents (14% of one penny).

For a homeowner with a homesteaded single-family residence with a taxable value of \$219,424, this debt service would mean an additional \$3.07 in the annual tax bill. At a 5% interest rate, the increase would be .16 cents on the tax rate and \$3.50 cents on the annual tax bill.

Action Item

Because interest rates are low, because Central Health is in excellent financial condition, because our tax base is healthy, and because this is a relatively small and straightforward financing, we believe that this is an opportune financing for Central Health to establish itself in the credit market.

We therefore request approval from the Commissioners Court to issue Certificates of Obligation later this year to finance the construction of the North Central Health Center.

Memorandum

To: Travis County Healthcare District Board of Managers
cc: Patricia A. Young-Brown
From: Stacy E. Wilson
Date: April 18, 2008
Re: Agenda Item 4: Discuss and take appropriate action regarding a proposed Reimbursement Resolution for the acquisition, construction, reconstruction, renovation or equipping of healthcare and related facilities.

Background

Northeast Clinic

Staff has been involved with contractors in locating and pursuing various properties that could potentially serve as a replacement facility for the current Northeast Clinic. Although two different properties have been evaluated, neither have worked out, one because it was sold to another entity, and the other because it was likely to be too expensive to develop. Another property has been located that has the potential to be appropriate property on which to build a new clinic. That item is scheduled for discussion at the April Board meeting in executive session.

Financing the Property Acquisition and Construction

After consulting with Ladd Pattillo, the District's financial advisor, and Glenn Opel, the District's bond counsel, staff believes that the District should issue debt for the acquisition and construction costs of approximately \$18,500,000, rather than take money out of reserves for this purpose. The projected tax increase due to the estimated tax service is 1/100th of 1 cent. Given the very small tax increase necessary to fund this debt and the staff's preference to not use reserves for this project, staff's recommendation is to issue Certificates of Obligation to fund this project. Certificates of Obligation are preferable to bonds for several reasons, chief among them being that no bond election is required to issue Certificates of Obligation.

Reimbursement Resolution

As one of the first steps in the debt-issuance process, staff and outside counsel are recommending that the District adopt a reimbursement resolution. This resolution will allow the District to reimburse itself for any expenditure for which the District intends to reimburse itself from the proceeds of the tax-exempt obligations, the

Certificates of Obligation. Section 1.150-2(e)(1) of the Treasury Regulations requires that the make that resolution be adopted not later than 60 days after the expenditure in order for the expenditure to be eligible for reimbursement.

Recommendation

Staff recommends that the Board of Managers adopt the Resolution Expressing Intent to Finance Expenditures to be Incurred attached to this memorandum.

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, Travis County Healthcare District (the "District") is a hospital district created and existing under Chapter 281, Texas Health and Safety Code, as amended, and is authorized to finance its activities by issuing, with the approval of the Commissioner's Court of Travis County, Texas, obligations, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the District will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction, renovation, or equipping of the property listed on Exhibit A attached hereto; and

WHEREAS, the District has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the property listed on Exhibit A attached hereto; and

WHEREAS, the District desires to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof;

WHEREAS, the District reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto; and

WHEREAS, in order for the District to properly reimburse itself for the costs, Section 1.150-2(e)(1) of the Treasury Regulations requires that, not later than 60 days after the expenditure to be reimbursed has been made, the District adopt an official resolution for the expenditure expressing the District's official intent to make such reimbursement from the proceeds of tax-exempt obligations;

NOW, THEREFORE, be it resolved that:

Section 1. The District reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction, renovation, or equipping of the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. The District reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed \$18,500,000.

ADOPTED THIS 24th day of April, 2008, by the Travis County Healthcare District
Board of Managers.

By: Carl S. Richel
Chairperson, Board of Managers

EXHIBIT A

DESCRIPTION OF PROPERTY

Description: Payment of costs incurred in connection with certain capital expenditures for a health care facility located within the District (including acquisition of land related thereto) (the "Facility"), Facility and District administrative facilities, including the acquisition, construction, reconstruction, renovation, or equipping of such health care and administrative facilities.

Estimated Cost: \$18,500,000

Austin 973491v1

10

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

10 JUL 27 AM 11:31

Voting Session: August 3, 2010
(Date)

Work Session: _____
(Date)

I. A. Request made by: Patricia A. Young Brown Phone #: 978-8000
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topics:

Consider and take appropriate action regarding request from the Travis County Healthcare District d/b/a Central Health for support in the District's participation in the Intergovernmental Transfer for drawing down Federal Funds in the Upper Payment Limit and Disproportionate Share Program.

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:

Rodney Rhoades, PBO Executive Manager 854-9106

Dolores Ortega-Carter, Treasurer, 854-9365

Debbie Lauder milk, Cash Investment Manager, 854-9085

Beth Devery, Health Serv. Div. Dir., Travis County Attorney's Office 854-6654

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



CENTRAL HEALTH

1111 E. Cesar Chavez St.
Austin, Texas 78702
Phone: 512 978-8155
Fax: 512 978-8156
www.centralhealth.net

MEMORANDUM

TO: Members of the Travis County Commissioners Court

FROM: Patricia A. Young Brown, President/CEO
Travis County Healthcare District

DATE: July 27, 2010

RE: Request to approve a Loan of Intergovernmental Transfer (IGT) Capacity on behalf of the Travis County Healthcare District (*dba* Central Health) during FY2010 to draw down Federal matching funds for FY2010

Proposed Action:

Review and take appropriate action on a request from Central Health for Travis County to loan IGT transfer capacity of \$25 million to allow Central Health to draw down additional available 2010 Disproportionate Share Program (DSH) and Upper Payment Limit (UPL) Program federal matching funds during FY2010.

Summary and Recommendation:

In 2005 Travis County loaned Central Health sums to fund an IGT to draw down additional federal dollars related to the DSH and UPL Programs when we did not have funds available to do so. At that same time, the County entered into an interlocal agreement with Central Health in which the County agreed "to make additional non-interest bearing loans in sums requested by the District for the purpose of the District's drawing down matching federal funds under the Medicaid UPL Program and/or Medicaid DSH Program upon request by the District." In September 2009, pursuant to a similar request, Travis County loaned Central Health \$12 million in IGT capacity, which was repaid within four days.

Central Health is again requesting a loan of IGT capacity, as changes by the Centers for Medicaid and Medicare Services in the calculation of the DSH/UPL Program funds utilizing stimulus monies has made additional federal program payments available. In order to draw down these additional program payments, additional IGTs must be sent to the State to be matched with federal dollars. However, we do not have sufficient capacity to make the additional IGTs required to draw down these newly-added program dollars, as our current projected FY2010 available revenue is already committed to draw down the previously-available federal matching dollars.



CENTRAL HEALTH

1111 E. Cesar Chavez St.
Austin, Texas 78702
Phone: 512 978-8155
Fax: 512 978-8156
www.centralhealth.net

Should the County again make a loan, Central Health will repay to Travis County the full amount of the loan within two days.

Central Health staff have discussed this item with Debbie Lauder milk of the Office of Planning and Budget, to determine available funds and Travis County's ability to assist in this process and Ms. Lauder milk reviewed the information with the Travis County Budget Office. There was consensus that Travis County could make this loan of IGT capacity on behalf of Central Health if the same documentation was provided as in the 2005 IGT loan. The Travis County Attorney issued a legal opinion requested by the County Auditor that confirms Travis County's authority to make a loan on behalf of Central Health for this purpose. A copy of this legal opinion and of the interlocal agreement referred to above are attached as part of the back-up material related to this request.

cc: Central Health Board of Managers
Rodney Rhodes, Executive Manager, Office of Planning and Budget
Leroy Nellis, Budget Manager, Office of Planning and Budget
Debbie Lauder milk, Office of Planning and Budget



P.O. BOX 1748
AUSTIN, TEXAS 78767
(512) 854-9415

DAVID A. ESCAMILLA
COUNTY ATTORNEY

CONFIDENTIAL INFORMATION
ATTORNEY-CLIENT PRIVILEGE

September 29, 2005

Honorable Samuel T. Biscoe
Travis County Judge
Members of the Commissioners Court
Travis County Administrative Operations
P. O. Box 1748
Austin, Texas, 78767

Ms. Susan Spataro
Travis County Auditor
Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767

Re: County's Authority to Transfer Tax Revenue to the State of Texas

Dear Ladies and Gentlemen:

You asked this office for an opinion regarding whether Travis County ("County") has the legal authority to make an intergovernmental transfer ("IGT") to the State of Texas on behalf of the Travis County Hospital District ("Hospital District"). The State will use the transferred funds to draw down federal matching funds under the Medicaid program. Both the federal matching funds and the County's transferred funds will be paid to the Hospital District, which will, in turn, return the County's transferred funds back to the County.

CONCLUSION

The County has the authority to make this requested intergovernmental transfer to the State of Texas on behalf of the Hospital District derived from its general responsibility to provide for the public health and welfare. The County may constitutionally lend its credit to the Hospital District because (1) the loan falls within the definition of "county business"; (2) the loan is not being made to a private entity but to another governmental entity; and (3) even if the Hospital District could somehow be characterized as a private entity, the loan is being made for a public purpose and there are sufficient controls in place to ensure that the public purpose is achieved.

September 29, 2005
Page 2

ANALYSIS

A. "County Business" Is Broadly Defined.

Article V, Section 18(b), of the Texas Constitution establishes the commissioners court and provides, in pertinent part, that "[t]he county commissioners . . . shall exercise such powers and jurisdiction over all county business, as is conferred by this Constitution and the laws of the State, or as may be hereafter prescribed."¹ While the commissioners court is statutorily empowered to act only where expressly authorized, the courts of this state have allowed the exercise of broad authority, express or implied, necessary to achieve specific goals authorized by state law.² Texas courts have reasoned that the term "county business" should be given:

a broad and liberal construction so as not to defeat the real purpose that was intended to be accomplished by the law in providing that the commissioners' court shall exercise such power and jurisdiction over county business as is conferred by the Constitution and the laws of the state, or as may be hereafter prescribed; . . . to any and all business of that county and any other business of that county connected with or interrelated with the business of any other county and any other business of that county properly within the jurisdiction of such courts under the Constitution and laws of the state.³

B. Public Health and Welfare and Actions Associated Therewith Are County Business.

Texas counties have general authority to provide for the health and welfare of persons within the county.⁴ For example, counties have the authority to provide the following "public health services" under Chapter 121 of the Texas Health and Safety Code, the Local Public Health Reorganization Act:

- personal health promotion and maintenance services;
- infectious disease control and prevention services;
- environmental and consumer health program;
- public health education and information services;
- laboratory services; and
- administrative services.⁵

The county has other health-related responsibilities and opportunities. A county may build and operate a hospital in partnership with a municipality;⁶ a county may build and operate a county hospital;⁷ a county may provide emergency medical services;⁸ and a county may establish and operate a community center that provides mental health services, mental retardation services, or both.⁹

¹ TEX. CONST. art. V, § 18(b).

² Op. Tex. Att'y Gen. No. DM-317 (1995) citing 35 DAVID BROOKS, COUNTY AND SPECIAL DISTRICT LAW § 5.11 (Texas Practice 1989).

³ *Glenn v. Dallas County Bois D'Arc Island Levee Dist.*, 275 S.W. 137, 145 (Tex. Civ. App.—Dallas 1923), *reh'g granted on other grounds*, 282 S.W. 339 (1926), *rev'd on other grounds*, 288 S.W. 165 (Tex. Comm'n App. 1926, judgm't adopted).

⁴ Tex. Att'y Gen. LA-46 (1994); Op. Tex. Att'y Gen. No. DM-183 (1992).

⁵ TEX. HEALTH & SAFETY CODE ANN. § 121.006(d) (Vernon 2001).

⁶ TEX. HEALTH & SAFETY CODE ANN. ch. 265 (Vernon 2001).

⁷ TEX. HEALTH & SAFETY CODE ANN. § 263.023 (Vernon 2001).

⁸ TEX. HEALTH & SAFETY CODE ANN. ch. 773 (Vernon 2001).

⁹ TEX. HEALTH & SAFETY CODE ANN. ch. 534 (Vernon 2001).

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Page 3

Additionally, a county may not deny public health services under Chapter 121 to an individual because of inability to pay for the services.¹⁰ Moreover, Texas law explicitly provides that a commissioners court may provide for the support of county residents who are paupers and unable to support themselves.¹¹ Consequently, indigent public health services are specific goals authorized by state law¹² and actions concerning providing those services fall within the definition of "county business."

Additionally, the federal funds that the IGT will draw down will also be used for indigent health care services, which overlap and contribute to the County's public health efforts. The proposed IGT will be used by the State to draw down matching federal funds under the Medicaid program. The federal Medicaid statute expressly permits the use of local taxes to draw down the federal Medicaid matching funds.¹³ The purpose of the state statute creating the state Medicaid program is to enable the state to provide medical assistance on behalf of needy individuals and to enable the state to obtain all benefits for those persons authorized under the Social Security Act or any other federal act.¹⁴ The medical assistance that the Medicaid program provides includes a broad range of services, many of which contribute to the public health of the community. These services include:

- laboratory and X-ray services;
- early and periodic screening, diagnostic, and treatment services for individuals who are eligible under the plan and are under the age of 21;
- family planning services and supplies;
- medical care, or any other type of remedial care recognized under State law, furnished by licensed practitioners within the scope of their practice as defined by State law;
- other diagnostic, screening, preventive, and rehabilitative services, including any medical or remedial services for the maximum reduction of physical or mental disability and restoration of an individual to the best possible functional level;
- inpatient psychiatric hospital services for individuals under age 21;
- TB-related services;
- home and community care for functionally disabled elderly individuals;
- community supported living arrangements services; and
- personal care services furnished to an individual who is not an inpatient or resident of a hospital, nursing facility, intermediate care facility for the mentally retarded, or institution for mental.¹⁵

These services contribute to, and some are characterized as, public health services for which the County is responsible. For example, laboratory services are both a Medicaid service and a public health service

¹⁰ TEX. HEALTH & SAFETY CODE ANN. § 121.006(b) (Vernon 2001).

¹¹ TEX. LOCAL GOV'T CODE ANN. § 81.027 (Vernon 1999).

¹² See n.2 *supra*.

¹³ 42 U.S.C. §§ 1396a(a)(2), 1396b(w)(6)(A).

¹⁴ TEX. HUMAN RES. CODE ANN. § 32.001 (Vernon 2001).

¹⁵ 42 U.S.C. § 1396d(a).

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Page 4

under Chapter 121 of the Texas Health and Safety Code. Similarly, both the Medicaid program and the counties are authorized to provide funding for TB services.¹⁶ The same is true for mental health services.¹⁷ Thus, both the IGT and the federal funds that the IGT draws down serve a specified statutory purpose: to provide indigent public health services.

C. No Constitutional Prohibition Exists.

The only limitation on a county's ability to make a loan is constitutional. Article XI, Section 3, of the Texas Constitution provides, "No county . . . shall hereafter . . . make any appropriation or donation to [a private corporation or association] or in anywise loan its credit" This provision is similar to the prohibition in Article III, Section 52(a), which states, "Except as otherwise provided by this section, the Legislature shall have no power to authorize any county . . . to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever" These constitutional provisions each restrict the use of public money to the accomplishment of public purposes.¹⁸ Courts have held that the purpose of Article III, Section 52, is to prevent the gratuitous application of funds to private use.¹⁹ However, the Constitution does not invalidate any expenditure that incidentally benefits a private interest if it is made for the direct accomplishment of a legitimate public purpose.²⁰

Article XI, Section 3, has been interpreted in the same way.²¹ A grant or loan of credit to a private entity contravenes the Constitution only if it serves no public purpose or if the governing body fails to attach conditions to the payment or loan to ensure that the public purpose will be accomplished.²²

These prohibitions are not present here for two reasons: (1) the Hospital District is not a private entity; and (2) even if it were, the loan is being used for a public purpose, consistent with the county's general duty to provide for the health and welfare of county residents, and there are sufficient controls to ensure that the loan will be used to achieve that public purpose.

1. Hospital districts are governmental entities.

The Hospital District is not a private entity. It was created pursuant to an election in May 2004 by the Travis County voters under Chapter 281 of the Texas Health and Safety Code. The District has the power to levy and collect taxes.²³ Hospital districts are entitled to governmental immunity.²⁴ Texas courts have held that hospital districts are "state instrumentalities" under the Texas Commission on Human Rights Act.²⁵ Hospital districts also meet the definition of "government entity" for purposes of

¹⁶ *Id.*; see TEX. HEALTH & SAFETY CODE ANN. § 265.026 (county responsible for TB control in county hospitals); ch. 89 (county responsible for screening for and treatment of TB in jails).

¹⁷ 42 U.S.C. § 1396d(a); TEX. HEALTH & SAFETY CODE ANN. ch. 534 (Vernon 2001).

¹⁸ *Byrd v. City of Dallas*, 6 S.W.2d 738, 740 (Tex. 1928); *Op. Tex. Att'y Gen. No. JC-0080* (1999).

¹⁹ *Brazoria County v. Perry*, 537 S.W. 2d 89, 90 (Tex. Civ. App.—Houston [1st Dist.] 1976, no writ).

²⁰ *Id.* at 90-91.

²¹ *Op. Tex. Att'y Gen. No. JM-1194* (1990); see 2 GEORGE D. BRADEN, ET AL. THE CONSTITUTION OF THE STATE OF TEXAS; AN ANNOTATED AND COMPARATIVE ANALYSIS 676-77 (1977).

²² *Op. Tex. Att'y Gen. No. JC-0080* (1999); *Op. Tex. Att'y Gen. No. JM-1229* (1990).

²³ TEX. CONST. art. IX, § 4; *Bexar County Hosp. Dist. v. Crosby*, 320 S.W.2d 247, (Tex. Civ. App.—San Antonio 1958), *aff'd in part, rev'd in part on other grounds*, 160 Tex. 116, 327 S.W.2d 445 (1959).

²⁴ *Ritch v. Tarrant County Hosp. Dist.*, 476 S.W.2d 950 (Tex. Civ. App.—Fort Worth 1972, writ ref'd n.r.e.), *cert. denied*, 409 U.S. 1079 (1972); *Arseneau v. Tarrant County Hosp. Dist.*, 408 S.W.2d 802 (Tex. Civ. App.—Fort Worth 1966, writ ref'd n.r.e.).

²⁵ *Tarrant County Hosp. Dist. v. Henry*, 52 S.W.3d 434 (Tex. App.—Fort Worth 2001, no writ).

September 29, 2005

Page 5

the Open Meetings and Public Information Acts.²⁶ Thus, the constitutional prohibition against counties making loans on behalf of private entities does not apply in this instance.

In a recent case, the Texas Supreme Court concluded that these constitutional prohibitions do not prohibit transfers to a state agency like the Texas Workers' Compensation Commission.²⁷ The court reasoned that a state agency is not a private individual, association, or corporation to which the prohibition in Section 52(a) applies.²⁸ The same would be true for the Hospital District – it is certainly not an individual, association, or corporation under Section 52(a). Similarly, it is not a private corporation or association under Article XI, section 3. Consequently, the analysis need go no further.

2. The IGT will be used for a public purpose, and sufficient controls exist to ensure that the public purpose is achieved.

However, assuming *arguendo* that the Hospital District somehow falls within the definitions under Section 52(a) or Section 3, the loan is still permitted, as it meets the other two requirements: it will be used a public purpose and sufficient controls exist to ensure that the public purpose is achieved.

The governmental body determines whether a public purpose exists, reviewed on an abuse of discretion standard.²⁹ The public purpose of this IGT is to draw down one-time federal funds that the Hospital District will use to provide indigent health care services, as is discussed in more detail above.

There are two funding components involved in this situation: (1) the original IGT from the County; and (2) the federal matching funds. Sufficient controls exist concerning both repayment and the purpose to which the federal matching funds will be put. The IGT from the County will be paid back to the County by the Hospital District within a very short timeframe, about a week. To ensure that the money is repaid to the County so that the County can use those funds for other "county business," the Hospital District and the County should enter into an agreement to this effect. The federal government has never failed to repay the IGTs to the State, nor has the State ever failed to repay the IGTs to the local entities. Additionally, the term of the loan is very short, approximately five (5) days. These facts demonstrate that sufficient controls exist to ensure that the IGT is returned to the County promptly.

The second funding component, the federal funds that the IGT is being used to draw down, will be used to provide health services to indigent Travis County residents, as that is the Hospital District's sole mission under both the Texas Constitution and Texas law.³⁰ Thus, the Hospital District cannot use the funds for anything other than a public purpose.

²⁶ Op. Tex. Att'y Gen. No. H-238 (1974) (concluding that governing body of Harris County Hospital District a special district subject to Open Meetings Act); Op. Tex. Att'y Gen. No. H-1005 (1977) (concluding that records of Childress County Hospital District are subject to Open Records Act).

²⁷ *Texas Municipal League Intergovernmental Risk Pool v. Texas Workers' Compensation Commission and Subsequent Injury Fund*, 74 S.W.3d 377 (Tex. 2002).

²⁸ *Id.* at 384.

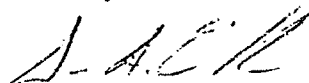
²⁹ *Young v. City of Houston*, 756 S.W.2d 813, 814 (Tex. App.—Houston [1st Dist.] 1988, writ denied); Op. Tex. Att'y Gen. No. JM-1229 (1990).

³⁰ TEX. HEALTH & SAFETY CODE ANN. §§ 61.003, 61.052 (Vernon 2001).

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Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. A. Escamilla', with a stylized flourish at the end.

David A. Escamilla

vs 10-18-2005
Item 17
FILED FOR RECORD

2005 OCT 24 AM 10:51

**INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY
HOSPITAL DISTRICT AND TRAVIS COUNTY, TEXAS REGARDING THE
MEDICAID UPPER PAYMENT LIMIT AND DISPROPORTIONATE
SHARE HOSPITAL PROGRAMS**

DALE J. SALVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

This Interlocal Agreement (the "Agreement") is entered into between the Travis County Hospital District (the "District"), a hospital district created under Chapter 281 of the Texas Health & Safety Code, as amended (the "Act"), and Travis County, Texas (the "County"), a political subdivision of the State of Texas.

RECITALS

The County has general authority to provide for the health and welfare of persons within the county. The District has the constitutional and statutory obligation to provide medical and hospital care for indigent county residents.

The County's public health services and the District's indigent health care services often overlap and both contribute to the welfare and health of county residents.

The District has the opportunity to draw down additional federal matching funds under the Medicaid Upper Payment Limit Program ("Medicaid UPL Program") as part of a Fiscal Year 2005 reconciliation and has asked the County to assist the District with this opportunity.

The County has determined that it has both the available tax revenue and the legal authority to loan to the District the required funding for the purposes of drawing down the additional federal funds under the Medicaid UPL Program.

The County and the District have agreed that similar loans may be necessary in the future to draw down federal funds under the Medicaid UPL Program and/or the Medicaid Disproportionate Share Hospital Program ("Medicaid DSH Program").

The County has determined that valid public purposes of the County will be served by making these types of loans to the District.

The District and the County desire to enter into this Agreement to take advantage of the opportunity to bring additional funding into the County for the provision of health services to indigent county residents.

Contemporaneously with this Agreement, the District and the County are entering into another Interlocal Agreement (the "Services Interlocal") for County to provide services to District in exchange for payment for those services; the loans resulting from this Agreement will provide the District with greater opportunity to fund the Services Interlocal.

IN WITNESS WHEREOF, and in consideration of the premises, the payments to be made by each party to the other hereunder, and the services to be provided by each party, the District and the County hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the following meanings, and all Section numbers refer to Sections of this Agreement. The terms "herein," "hereof," and the like refer to this Agreement as a whole and not to any particular Section.

2. Findings. The parties hereby find that the foregoing recitals are true and correct, and the same are incorporated into this Agreement.

3. County Obligations.

(a) The County shall make a non-interest-bearing loan to the District in October 2005 in an amount not-to-exceed \$45,000,000 (Forty-five million dollars), specifically \$41,028,441 (Forty-one million twenty-eight thousand four hundred and forty-one dollars) (the "County-loaned funds") so that the District can transfer those funds to the State of Texas (specifically the State Comptroller), which will, in turn, obtain matching federal funds under the Medicaid UPL program.

(b) It is currently anticipated that this loan will be made to the District on Monday, October 24, 2005. However, the parties acknowledge that they do not control when the State of Texas will electronically withdraw funds from the District's operating account at its depository bank. Consequently, should the currently-anticipated loan date change, the County and the District agree to work together in good faith to effect the loan within the timeframe set by the State of Texas.

(c) So long as the conditions in Section 3(d) are met, the County agrees to instruct its depository bank to transfer the County-loaned funds to the District's operating account at the District's depository bank via wire transfer in sufficient time for the State's sweep of the District's account to be accomplished based on the transfer date provided by the District.

(d) The County agrees to make additional non-interest-bearing loans in sums requested by the District for the purpose of the District's drawing down matching federal funds under the Medicaid UPL Program and/or Medicaid DSH Program upon request by the District. The County Planning and Budget Office will ensure that a request for funds is made in sufficient time for it to be listed for Commissioners Court approval as a claim for payment. The request may be listed as a "not-to-exceed" amount. The County will make the future loans pursuant to the terms of this Agreement if funding is available. The District will inform the County of each loan possibility in sufficient time to allow County to make funding determination and to follow necessary procedures.

4. District Obligations.

(a) The District will repay to the County the County-loaned funds as soon as possible after the funds are returned from the State of Texas to the District but in no event longer than two (2) business days after the State returns the funds to the District. Should the repayment not occur within this time period, to the extent permitted by law, County reserves the right to retain as security property tax payments due to the District pursuant to the Tax Collection Services Agreement between District and County until the funds are returned.

(b) It is anticipated that the State of Texas will return the County-loaned funds to the District on Friday, October 28, 2005. However, the parties acknowledge that they do not control when the State of Texas will return the County-loaned funds. The parties agree that, as soon as the parties have acknowledgement from the District's depository bank that the County-loaned funds have been received by that bank, District will instruct the bank to wire the County-loaned funds loaned into County Treasurer's Operating Account at County's depository bank.

(c) The District agrees to repay any future loans pursuant to the terms of this Agreement.

5. Additional Agreements.

(a) Each party represents to the other that it is duly authorized to enter into and perform this Agreement in accordance with its terms. The District represents and warrants to the County that the Board of Managers of the District has authorized and directed the President and CEO of the District so that the President and CEO has full authority and direction, without any further approval or authorization from any entity or individual, to make when due any payment in accordance with the terms of this Agreement.

(b) By her signature on this Agreement, the County Treasurer has agreed to take the steps necessary to make the loan to the District as required by the terms of this Agreement.

6. Term.

(a) This Agreement shall be effective on October 18, 2005 and continue to September 30, 2006, wherein it will automatically renew for the next year and each year thereafter until either party desires to terminate the Agreement..

(b) The County may, by written notice to the District, terminate this Agreement (i) as expressly permitted by other provisions of this Agreement or (ii) if the District breaches any representation, warranty or covenant hereunder and does not cure the same within 90 days after written demand by the County.

(c) The District may, by written notice to the County, terminate this Agreement (i) as expressly permitted by other provisions of this Agreement or (ii) if the County breaches any representation, warranty or covenant hereunder and does not cure the same within 90 days written demand by the District.

7. Notices. Any notice required or permitted by this Agreement shall be sufficient for all purposes if delivered in writing to the applicable party at its address set forth below or such other address as may be designated by such party in writing.

County:

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

and

Christian Smith, Executive Manager
Travis County Planning and Budget Office
P.O. Box 1748
Austin, Texas 78767-1748

With a copy to:

Honorable David Escamilla (or his successor)
County Attorney
P.O. Box 1748
Austin, Texas 78767-1748
Attn: File No.

District:

Patricia A. Young Brown (or her successor)
President and CEO
Travis County Hospital District
1111 E. Cesar Chavez St., Suite B
Austin, Texas 78702

With a copy to:

Honorable David Escamilla (or his successor)
County Attorney
P.O. Box 1748
Austin, Texas 78767-1748
Attn: File No. 231.5

Treasurer:

Honorable Dolores Ortega Carter
County Treasurer
314 W. 11th Street #160
Austin, Texas 78701

8. Relationship of Parties. The County's relationship to the District is that of independent contractor, and the County shall have only the duties expressly set forth herein.

9. Force Majeure. With the exception of the obligation to make payments hereunder, each party shall be relieved of any obligation to the extent that its ability to perform the same is prevented or impaired by any act of a third party or other event or occurrence outside of its control, including without limitation:

- (a) strike, work stoppage, or slow down;
- (b) illness, death or disability of key employees;
- (c) fire, earthquake, flood, ice storm, tornado, hurricane, or other severe weather conditions;
- (d) criminal acts, acts of war, riot, vandalism, terrorism and the like;
- (e) failure or disruption in the operation of the Internet, any other telecommunications systems or hardware, any software program, or any equipment, or any outage of power, water or other utilities; and
- (f) any injunction or other court order, administrative order, administrative decision or similar action by any governmental authority that prohibits, restricts or increases the risk or cost to the County of performing the services.

10. Entire Agreement; Full Satisfaction of Obligations. This Agreement represents the full and final agreement between the parties hereto and supercedes any and all prior written and verbal communications, understandings and/or agreements. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY MAY MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO EXPRESS AUTHORITY GRANTED BY TRAVIS COUNTY COMMISSIONERS COURT.

11. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit or give any rights to any person other than the parties hereto.


12. No Waiver; Amendments. No course of conduct or verbal waiver or consent shall be deemed a waiver by either party of its rights hereunder. No amendment to this Agreement shall be binding on the parties unless set forth in writing and signed by the party sought to be bound. Each party is on notice as to the legal requirements relating to authorizing waivers or amendments by the other party.

13. Records. To the extent that County does not have access to them, District will make available to County all records relating to the loans made under this Agreement for inspection upon request on business days at practicable times, so long as the County's request to review the records is made sufficiently in advance so that District can gather the requested information. District will maintain records relating to all transactions for a period of three years from the date of the transaction.

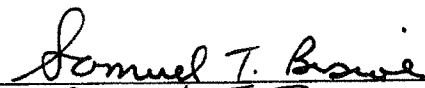
14. Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of the District and the County as of the date set forth below by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.


TRAVIS COUNTY HOSPITAL DISTRICT

By: 
Name: _____
Title: _____
Date: _____

TRAVIS COUNTY, TEXAS

By: 
Name: Samuel T. Biscoe
Title: County Judge, Travis County
Date: 10-20-05

TRAVIS COUNTY TREASURER

By: 
Name: Dolores Ortega Carter
Title: Travis County Treasurer
Date: 10-20-05

10

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

RECEIVED
COUNTY JUDGE'S OFFICE

10 JUL 28 PM 4:31



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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Leroy W. Nellis, Budget Director *Leroy W. Nellis*

DATE: July 28, 2010

SUBJECT: Request from Travis County Healthcare District (dba Central Health) for Travis County to loan \$25 million to draw down additional available 2010 Disproportionate Share Program (DSH) and Upper Payment Limit (UPL) Program federal matching funds during FY 2010

PBO has received the request from Central Health to borrow \$25 million for two days in order to draw down additional 2010 Disproportionate Share Program (DSH) and Upper Payment Limit (UPL) Program matching funds. Cash Investment Management has verified that the loan will not cause any liquidity problems and will have the funds available upon approval of Commissioners Court and notification by Central Health. This transaction is similar to the transaction completed in 2009 which enabled Central Health to receive additional federal funds. As stated in Patricia A. Young Brown's memorandum dated July 27, 2010, the County entered into an interlocal agreement in 2005 with Central Health for this purpose. The Travis County Attorney issued a legal opinion that confirms Travis County's authority to make a loan on behalf of Central Health for this purpose.

PBO supports Central Health's request.

Leroy W. Nellis
Budget Director

Xc: Patricia A. Young Brown
Rodney Rhoades
Delores Ortega-Carter
Susan Spataro
Diana Warner
Debbie Lauder milk

John Stephens
Sherri Fleming
Kimberly Walton

Travis County Commissioners Court Agenda Request

Meeting Date: August 3, 2010

I. A. Requestor: Judge Biscoe

Phone# 854-9555

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION IN RESPONSE TO REQUEST FROM AUSTIN/TRAVIS COUNTY INTEGRAL CARE CENTER BOARD OF TRUSTEES (FORMERLY AUSTIN/TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION BOARD) REGARDING BOARD COMPOSITION.

C. Sponsor: _____
County Commissioner or County Judge

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

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

--	--

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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



Austin Travis County Integral Care

Behavioral Health & Developmental Disabilities Services

RECEIVED
COUNTY JUDGE
10 JUN -7 PM 4:38

June 28, 2010

Judge Samuel T. Biscoe
and the Travis County Commissioners Court
PO Box 1748
Austin, TX 78767

Dear Judge Biscoe and Commissioners Court:

Austin Travis County Integral Care (ATCIC) is in the final stages of a strategic plan process which will result in a board-approved plan covering the period from September 2010 to August 30, 2013. This plan draft after having input from over 350 people is posted on our website for comment for the next two weeks. As part of the strategic planning process the Board of Trustees responded to an environmental scan to "express its belief that Central Health would be both appropriate and desirable to be added as a governing agency for the center."

Attached is a resolution being forwarded to you authorizing the Executive Director and designees to facilitate discussions toward this possible reconfiguration. Also attached is a brief background paper highlighting some of the changes in our community with the advent of a health care district taxing authority in a climate of healthcare reform.

In addition to any resulting formal process we would invite any of your thoughts to be considered as we move forward. Any changes by individual agencies would need to formally culminate in an "articles of organization" which establishes and maintains a formal governing authority.

In the 43 years that the center has operated as a public agency, we have undergone numerous changes and this rapidly evolving period of healthcare reform are open to change which will best align our community mission toward the success of the individuals and families we serve.

Sincerely

Genevieve Hearon
Chair
Board of Trustees

David Evans
Executive Director

attachment

cc Sherry Fleming, Executive Manager, Travis County Health and Human Services

Resolution

Of the

**Board of Trustees of
Austin-Travis County Mental Health and Mental Retardation Center, d/b/a
Austin Travis County Integral Care**

The Board of Trustees of Austin-Travis County Mental Health and Mental Retardation Center, doing business as Austin Travis County Integral Care ("ATCIC"), a community center formed under and governed by Chapter 534 of the Texas Health & Safety Code, hereby makes the following resolution pursuant to a vote taken at its regularly held meeting on June 24, 2010, as follows:

WHEREAS, the formation in 2004 of Central Health, formerly known as the Travis County Healthcare District, expanded the healthcare services, including behavioral health services, that are available to residents of Travis County; and

WHEREAS, Central Health has worked closely and collaboratively with ATCIC since Central Health's inception to improve the availability of services that ATCIC provides to its consumers; and

WHEREAS, ATCIC's Restated Articles of Organization dated July 11, 1982 names the City of Austin, Travis County and the Austin Independent School District as ATCIC's Governing Agencies (as defined therein), and authorizes each of those Governing Agencies to appoint a stated number of members of ATCIC's Board of Trustees; and

WHEREAS, ATCIC's Board of Trustees believes it would be both appropriate and desirable for Central Health to be added as a Governing Agency of ATCIC.

It is, therefore,

RESOLVED, that the Board of Directors supports the addition of Central Health as a Governing Agency of ATCIC and as a "local agency" pursuant to Chapter 534 of the Texas Health & Safety Code; and

IT IS FURTHER RESOLVED, that the Board of Trustees authorizes ATCIC's Executive Director and his designees to do any acts as necessary to effect the foregoing.

Adopted and approved by the Board of Trustees on the 24th day of June, 2010.

**Austin-Travis County Mental Health and Mental
Retardation Center, d/b/a Austin Travis County
Integral Care**


Genevieve Hearon, Chair, Board of Trustees

EXECUTIVE COMMITTEE REPORT

David Evans

May 27, 2010

Update on Environmental Scan for “Articles of Organization” Review of Governance and Appointing Bodies Tied to the Strategic Planning Process

In three year planning cycles, ATCIC has produced Board-directed Strategic Plans. The next planning cycle is September 2010 through August 2013. On February 5, the Board held the first session with Hilliard Resources to begin the strategic planning process. There have been subsequent Board opportunities to engage this process— March 5th, May 7th and May 26th. As part of the governance review, a parallel process was begun to explore community and Board interest as to any strategic change in the Board appointment and accountability process. The AISD School Board President, the Mayor, the Healthcare District Board Chair and a County Commissioner were engaged in informal discussion and expressed an interest in exploring a Central Health appointing authority.

I have engaged ATCIC Board members individually to discuss interests and rationale for moving a community discussion forward.

An overall policy driver in achieving our mission is the integration of health care and behavioral health. HB 2292 combined twelve state agencies into a health and human services commission. TDMHMR no longer exists and we are now funded by an agency, the Department of State Health Services that has combined mental health and substance use into a new health approach. In 2005, Travis County formed a Healthcare District with a campaign promoting the need to improve local funding, and expand access for mental health for contracted services. We have partnered with the District (now Central Health) on system planning, hospital beds, intensive outpatient, medications and the E-Merge program. Also, the Integrated Care Collaboration (ICC) and jail-based health care are common planning venues and the Central Health sponsored Crisis Implementation Committee (CIC) in reporting data and advising the Mayor’s Mental Health Task Force.

Wellness and health improvement programs for our consumers are critical for resiliency and disease management. Dental care and related conditions such as diabetes, asthma and obesity need to be addressed through joint health planning and integrated funding opportunities. Many developmental disabilities have related conditions and a Surgeon General’s report has called for progress in addressing related health conditions. As an example, cardiac conditions are common in persons with Down Syndrome.

The passage of health care reform means nearly everyone we serve will be covered by health insurance by year 2014. There are pilots and delivery system options for behavioral health and chronic disabilities that will require us to have health care partnership as a condition of participation.

Another critical area for our strategic development is Health Information Technology. The Dr's Home Page, interoperable communications, e-prescribing, HITECH, and "meaningful use" health information exchange will be inescapable in the future. Already in the "Beacon Grant" application for \$18 million we recently experienced the potential in health collaboration.

Also leadership and planning for behavioral health is essential (Goal 4 of our current plan). The Healthcare District has demonstrated this progressive leadership in forming a top-level stakeholder group that has produced measurable improvements in crisis services, community standards of care and significant financial resources.

The enabling legislation of Central Health has provisions to allow for surrounding counties to join forming a regional solution. We currently do not have a regional partner for future catchment area changes. When the Healthcare District formed, the City and County turned over their health care assets and the City no longer funds medical services; i.e., hospitals, doctors, medications. The County is closely affiliated in the approval of property tax rates and our potential funding is linked to this governance decision.

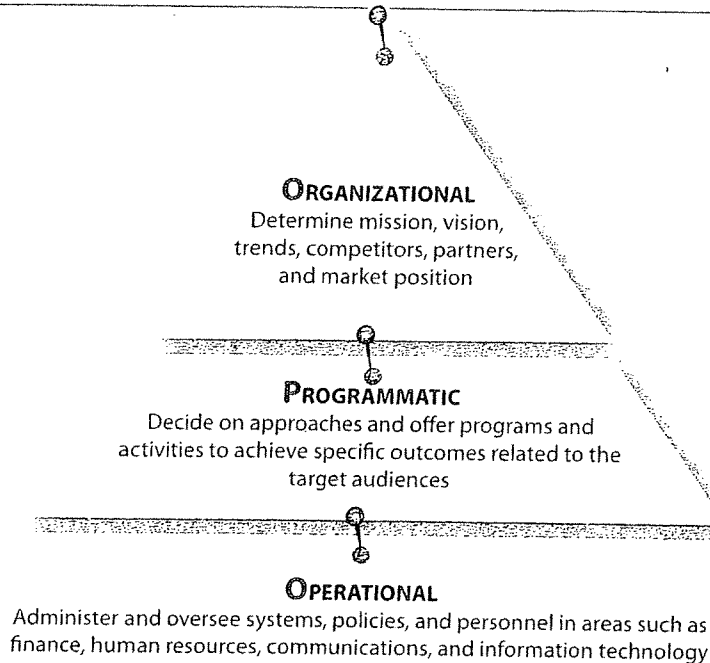
Current precedence for Healthcare District appointments to ATCIC's Board occurs in the following examples. Central Health appoints two CommUnityCare clinics board members, Bexar County Healthcare District appoints four of the community center trustees (the City of San Antonio zero) and Tarrant County works to fund approximately \$12 million a year through its healthcare district to the Tarrant County Center.

Section 554.003 of the Health and Safety Code stipulates the establishment of community center board of trustees (see attached). With the extensive influence and changing local health and human service trends and conditions with the establishment of a health care district, there have been initial conversations to explore interest. The attached matrix on "community partnership" gives an outline of discussion to date, financial resources and strengths/interests.

Next Steps

Policy decisions and changes to the “Articles of Organization” need to be considered outside ATCIC and reside with the community funding agencies. We have referenced in our Local Services Plan that change consistent with community trends will be considered. Each of the following, the City of Austin, Travis County Commissioners Court and the Austin Independent School District, need to consider giving over a Board appointment to the Central Health. Central Health would then need to act on formally accepting and appointment transfers. On October 1, 2010, four of the ATCIC Trustees’ current terms are up. There are currently no term limits in local or state law that limits reappointments. No current appointee would need to vacate seats in this process.

No member of our ATCIC Board, to date, has expressed an opinion “no change” should happen. The details and extent of any change would originate from the appointing bodies. Also attached from the book, “The Nonprofit Strategy Revolution—Real-Time Strategies Planning in a Rapid-Response World,” (David LaPiana, author) is attached. The Strategy Pyramid raised the important top of the pyramid question, “How can the organization garner resources of all kinds to best pursue its mission?” “In the ideal (NP) organization, the strategies align from bottom to top to produce outcomes that achieve the organization’s mission.”

EXHIBIT E The Strategy Pyramid

Strategies can be formed at any of the three levels. Beginning at the base:

Operational strategies are aimed at enhancing a nonprofit's administrative efficiency, preparedness, and execution. Examples include

- A new model for staff training
- A long-range plan for repair and replacement of the physical plant as it ages
- Integrating a new technology into the programmatic work, such as the use of a web site

Programmatic strategies are intended to increase programmatic impact. Examples include

- A new approach to the work that promises better results at lower costs
- A new type of work that will better address the problem
- A new way of thinking about the problem

Organizational strategies help the nonprofit to garner resources of all kinds as it pursues its mission. Examples include

- A merger with the biggest competitor in the market
- An effort to appeal to more funders by becoming the most responsive player
- An offering of services in a new geographic location in order to attract new clients

In an ideal nonprofit organization, the strategies align from bottom to top to produce outcomes that achieve the organization's mission.

THE NONPROFIT **STRATEGY** REVOLUTION

Real-Time Strategic Planning
in a Rapid-Response World

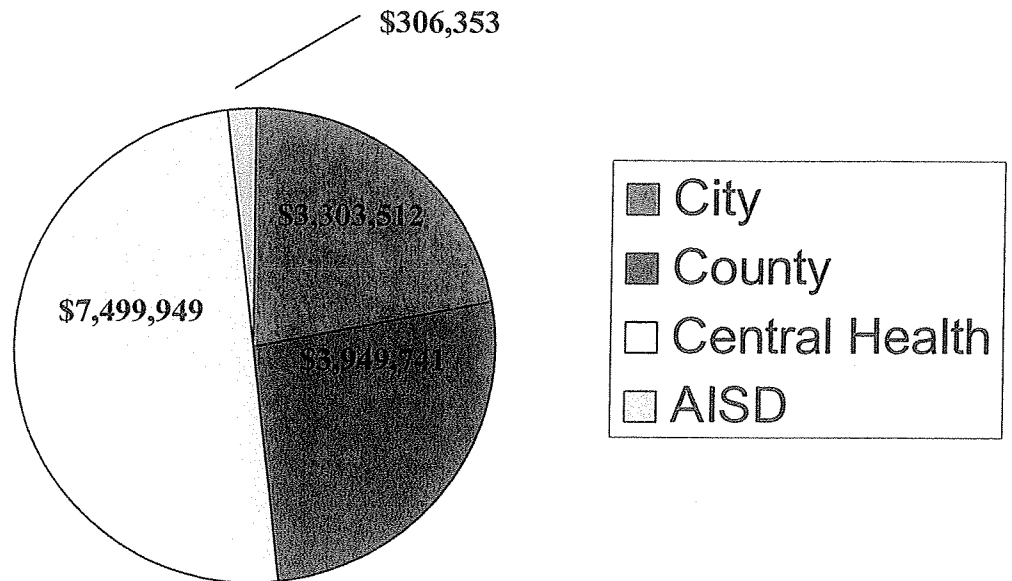
DAVID LA PIANA

Articles of Organization – Community Partnership

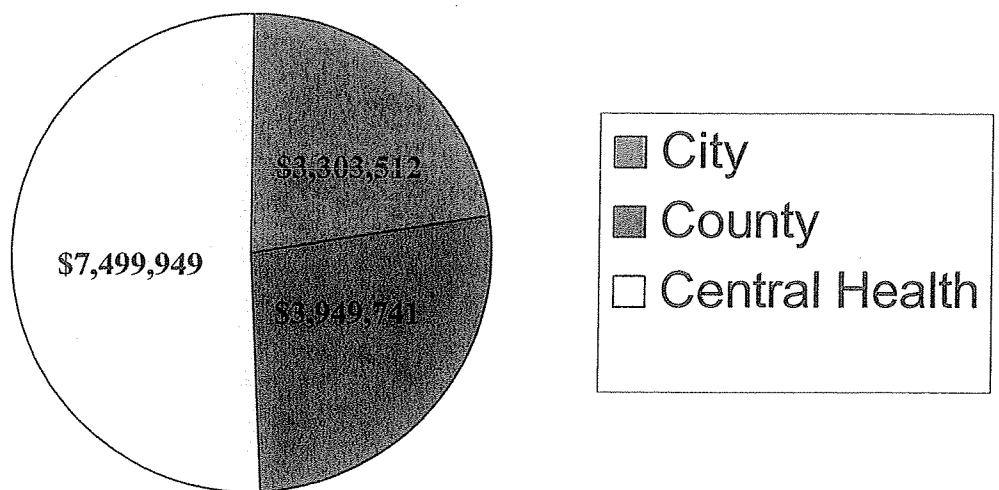
Local Taxing Authority	Informal Discussions to Date	Financial Resources	Strengths/Interests
City of Austin	Mayor's Office	\$3,303,512 (Interlocal)	<ul style="list-style-type: none"> ◦ Network ◦ Housing ◦ Wellness ◦ Homelessness ◦ Planning/GAPS ◦ Prevention
Travis County	Commissioner	\$3,949,741 (Interlocal)	<ul style="list-style-type: none"> ◦ Juvenile Probation ◦ Jails ◦ Youth Services ◦ Public Safety
Austin Independent School District	School Board President	\$306,353 (Provider)	<ul style="list-style-type: none"> ◦ Safe Schools ◦ Ready to learn ◦ Graduation ◦ Special Education
Central Health	Board of Managers	<ul style="list-style-type: none"> ◦ \$1,449,949 Emerge ◦ Medications(\$850,000 offset) ◦ \$5,200,000 hospital beds 	<ul style="list-style-type: none"> ◦ Health care system ◦ Uninsured ◦ ACCESS ◦ Regional Planning ◦ Health Information Exchange
Austin Community College			<ul style="list-style-type: none"> ◦ Jobs/employment ◦ Work force/higher education ◦ Transportation ◦ Child Care

Articles of Organization

Local Taxing Agency



Local Funding Agency



Sec. 534.003. BOARD OF TRUSTEES FOR CENTER ESTABLISHED BY AT LEAST TWO LOCAL AGENCIES. (a) The board of trustees of a community center established by an organizational combination of local agencies is composed of not fewer than five or more than 13 members.

(b) The governing bodies of the local agencies shall appoint the board members either from among the membership of the governing bodies or from among the qualified voters who reside in the region to be served by the center.

(c) When the center is established, the governing bodies shall enter into a contract that stipulates the number of board members and the group from which the members are chosen. They may renegotiate or amend the contract as necessary to change the:

- (1) method of choosing the members; or
- (2) membership of the board of trustees to more accurately reflect the ethnic and geographic diversity of the local service area.

Added by Acts 1991, 72nd Leg., ch. 76, Sec. 1, eff. Sept. 1, 1991.
Amended by Acts 1993, 73rd Leg., ch. 107, Sec. 6.10, eff. Aug. 30, 1993; Acts 2003, 78th Leg., ch. 198, Sec. 2.200, eff. Sept. 1, 2003.

Sec. 534.004. PROCEDURES RELATING TO BOARD OF TRUSTEES MEMBERSHIP. (a) The local agency or organizational combination of local agencies that establishes a community center shall prescribe:

- (1) the application procedure for a position on the board of trustees;
- (2) the procedure and criteria for making appointments to the board of trustees;
- (3) the procedure for posting notice of and filling a vacancy on the board of trustees; and
- (4) the grounds and procedure for removing a member of the board of trustees.

(b) The local agency or organizational combination of local agencies that appoints the board of trustees shall, in appointing the members, attempt to reflect the ethnic and geographic diversity of the local service area the community center serves. The local agency or organizational combination shall include on the board of trustees one or more persons otherwise qualified under this chapter who are

BUDGET AMENDMENTS AND TRANSFERS

FY 2010

8/3/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		072	2101	981	9892	Reserves	Fund 072 Allocated Resv		\$ 25,000	1
		072	5770	536	6099	Rec. Mngt.	Other Purchased Serv	\$ 25,000		
A2		072	2030	981	9892	Reserves	Fund 072 Allocated Resv		\$ 15,000	1
		072	5770	536	6099	Rec. Mngt.	Other Purchased Serv	\$ 15,000		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 5,250	4
	0502OC	001	4945	631	8112	TNR	Land	\$ 5,250		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	0400	514	0801	Comm. Pct. 3	Reg.Sal-Temp. Empl		\$ 3,500	8
		001	0400	514	6503	Comm. Pct. 3	Travel,Meals & Lodging	\$ 2,500		
		001	0400	514	6504	Comm. Pct. 3	Training & Seminars	\$ 1,000		
T2		001	9397	544	6301	Civil Courts	Atty Fees - Civil		\$ 5,600	10
		001	9397	544	6018	Civil Courts	Interpreters	\$ 5,600		

Budget Adjustment: 22141

Fyr _ Budget Type: 2010-Reg

Author: 21 - CHAPPELL, ROBERT

Created: 7/14/2010 1:53:21 PM

PBO Category: Amendment

Court Date: Tuesday, Aug 3 2010

Dept: DISTRICT CLERK

Just: Other

QUARTERLY AMT FOR RECORDS MGMT TO DIGITIZE RECORDS

From Account	Acct Desc	Project	Proj Desc	Amount
072-2101-981-9892	ALLOCATED RESERVES			25,000
				25,000
To Account		Project		Amount
072-5770-536-6099	OTHER PURCHASED SERVICES			25,000
				25,000

Approvals	Dept	Approved By	Date Approved
Originator	21	ROBERT CHAPPELL	7/14/2010 1:53:47 PM
DepOffice	21	ROBERT CHAPPELL	7/14/2010 1:53:58 PM
DepOfficeTo	57	THOMAS ASHBURN	7/15/2010 10:08:29 AM

PBO Grants
 R. C. 7/15/10
 Praytelis 7/27/10

Budget Adjustment: 22108

Fyr _ Budget Type: 2010-Reg

Author: 20 - CARTER, OLIVIA

Created: 7/13/2010 10:21:21 AM

PBO Category: Amendment

Court Date: Tuesday, Aug 3 2010

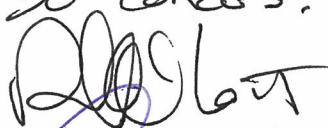

Dept: COUNTY CLERK

Just: Other

quarterly transfer for the Court Records Preservation Fund

From Account	Acct Desc	Project	Proj Desc	Amount
072-2030-981-9892	ALLOCATED RESERVES			15,000
				15,000
To Account		Project		Amount
072-5770-536-6099	OTHER PURCHASED SERVICES			15,000
				15,000

Approvals	Dept	Approved By	Date Approved
Originator	20	OLIVIA CARTER	7/13/2010 10:21:24 AM
DepOffice	20	OLIVIA CARTER	7/13/2010 10:21:25 AM
DepOfficeTo	57	THOMAS ASHBURN	7/13/2010 1:07:15 PM

PBO concurs.

 7/15/10

 7/27/10



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: July 12, 2010

SUBJECT: Quarterly Transfer For The Court Records Preservation Account (Fund 072)

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 \$25,000

TO: 072-5770-536-6099 Other Purchased Services

FROM: 072-2030-981-9892 Allocated Reserves \$15,000

TO: 072-5770-536-6099 Other Purchased Services

Thank you for your assistance in this matter.

Budget Adjustment: 22138

Fyr _ Budget Type: 2010-Reg

Author: 49 - WILLIAMS-JONES, DONNA

Created: 7/14/2010 12:03:30 PM

PBO Category:

Court Date: None

Dept: RESERVES

Just: Other

For TNR Commissioners Court request to use general fund allocated reserves to cover costs for a tenant relocation payment for the Onion Creek Open Space buout project.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,250
				5,250
To Account		Project		Amount
001-4945-631-8112	LAND	0502OC	2005 Bond Onion Creek Opn	5,250
				5,250

Approvals

Dept

Approved By

Date Approved

Originator

49

DONNA WILLIAMS-JONES

7/14/2010 12:49:26 PM

chub

PBO concurs. *[Signature]*
[Signature] 7/27/10

RELOCATION AGREEMENT

CODE 1705

RECEIVED

JUN 28 2010

THIS AGREEMENT is made and entered into this 16th day of June 2010, by and between the County of Texas, hereinafter referred to as "COUNTY" and Joseph Paysse and Crystal Paysse hereinafter referred to as the "RECIPIENT".

WITNESSETH:

THAT, COUNTY is acting under, and the County's obligations are contingent on, a 2008 bond election to purchase certain property in Travis County, Texas known as **4606 Whirlaway St.**, and described as **Lots 4 and 5; Block M; Timber Creek Subdivision, Section 3** in Texas (the "Property") in which the RECIPIENT resides.

THAT, the Uniform Relocation Assistance and Property Acquisition Policies Act ("URA") has been used as the guide for providing assistance for owner occupants under certain acquisition projects.

THAT, the RECIPIENT was the Owner of the above-referenced Property and entered into a voluntary agreement to sell the above-referenced Property to COUNTY.

THAT, the RECIPIENT represents that he resided in the above-referenced residence and that the RECIPIENT meets the qualification requirements for relocation assistance.

NOW, THEREFORE, COUNTY and the RECIPIENT (collectively, the "Parties") agree as follows:

1. Notwithstanding any provision to the contrary, no relocation benefits will be paid to the RECIPIENT unless and until RECIPIENT has vacated the above-referenced Property and has leased or purchased a comparable replacement property.
2. COUNTY agrees to pay the RECIPIENT the sum of Five Thousand Two Hundred Fifty and No/100 (\$5,250.00) payable upon acceptance of this Agreement by both parties and after the RECIPIENT has vacated the above-referenced Property.
3. The amount to be paid was determined in accordance with applicable procedures as follows:

ITEM	PRESENT COST	NEW COST	DIFFERENCE
Rent differential multiplied by 42 months	\$595.00	\$995.00	\$16,800.00
Total benefits to be paid			\$ 5,250.00*
* Relocation is capped at \$5,250.00			

4. The RECIPIENT acknowledges that this payment will satisfy any and all obligations of the COUNTY as to this transaction and agrees to accept this payment as complete and full compensation. The owner has decided to rent a replacement property, and the above calculation of eligibility is based on a tenant's eligibility.

5. The RECIPIENT acknowledges that he has had an opportunity to review this Agreement and that he has had an opportunity, if he so chooses, to contact an attorney of his choice to review this Agreement and the RECIPIENT enters into this Agreement fully understanding the nature thereof and saves and holds harmless the COUNTY as a result of this Agreement or anything incident to the purchase of the above-referenced Property.

This Agreement is binding upon the heirs, executors, successors and assigns of COUNTY and the RECIPIENT.

DATED this 16th day of June 2010.

Crystal Paysse
RECIPIENT

[Signature]
WITNESS

Joseph Paysse
RECIPIENT

[Signature]
WITNESS

Accepted by: _____
TRAVIS COUNTY



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

July 14, 2010

MEMORANDUM

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office
FROM: *Carol B. Jones for*
Joseph P. Gieselman, Executive Manager
SUBJECT: Approve budget transfer from General Fund Reserves

Proposed Motion: Approve a budget transfer for \$5,250.00 from General Fund Reserves for payment of relocation benefits for the 2005 Bond Onion Creek Open Space project

Summary and Staff Recommendation: TNR is requesting that the Commissioner's Court approve a transfer of \$5,250.00 from the general fund allocated reserve account 001-9800-981-9892 for a relocation benefit payment for the 2005 Bond Onion Creek Open Space Buyout project. In fiscal year 2007 TNR worked with the County Attorney's Office to develop a process for paying out relocation benefits to owners (and their tenants) selling property to the County under projects that are not related to a Federal grant program.

Recently TNR was notified by the title company that conducts closings for these types of buyouts that they will no longer be able to accept and disburse these relocation payments as part of our property acquisition process. TNR is now working with the County Attorney's and Planning/Budget offices to establish a new process for handling Non-Federal related relocation payments. In the interim there is one more property tenant for the 2005 Bond Onion Creek Open Space Buyout project that is due a relocation payment. TNR is therefore requesting approval to use \$5,250.00 of general fund allocated reserve funds to pay for this relocation payment since it cannot be paid with bond funds outside the acquisition closing. TNR should have an appropriately authorized/approved process in place before any additional Non-Federal relocation payments are due.

Budgetary and Fiscal Impact: This will reduce the general fund allocated reserves by \$5,250.

Required Authorizations: Planning and Budget Office.

Exhibits: A copy of the \$5,250.00 budget transfer that has been entered into the automated budget adjustment system and copies of e-mails related to this relocation issue.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

Page 2

July 14, 2010

Budget transfer for \$5,250.00 from General Fund Reserves for payment of relocation benefits for the 2005 Bond Onion Creek Open Space project

DW:JPG:dw

Attachments

cc: Julie Joe, County Attorney's Office
Jessica Rio, Planning and Budget Office
chd Melinda Mallia, TNR
Donna Williams-Jones, TNR

7

Budget Adjustment: 22236

Fyr_ Budget Type: 2010-Reg

Author: 4 - BROWN, GARRETT

Created: 7/22/2010 9:48:48 AM

PBO Category: Transfer

Court Date: Tuesday, Aug 3 2010

Dept: COUNTY COMMISSIONER PCT 3

Just: Other

Moving some salary savings to this line item so the Commissioner and a staffer can attend a couple of conferences

From Account	Acct Desc	Project	Proj Desc	Amount
001-0400-514-0801	REG SALARIES-TEMP EMPL_			3,500
				3,500
To Account		Project		Amount
001-0400-514-6503	TRAVEL, MEALS, LODGING			2,500
001-0400-514-6504	TRAINING & SEMINARS			1,000
				3,500

Approvals

Dept

Approved By

Date Approved

Originator

4

GARRETT BROWN

7/26/2010 3:20:51 PM

DepOffice

4

GARRETT BROWN

7/26/2010 3:20:53 PM

Page 1

PBO concurs
 M.M. Humphrey 7-26-10
 Tracy Nellis 7/27/10



KAREN HUBER

Travis County Commissioner
Precinct 3

314 West 11th Street, Room 530
Post Office Box 1748
Austin, Texas 78767

Memo

To: Rodney Rhoades, Executive Manager, Planning and Budget Office
From: Karen Huber, Travis County Commissioner, Precinct 3 *KH*
CC: Bill Derryberry, Senior Budget Analyst, Planning and Budget Office
Date: July 26, 2010
Re: Non-routine budget adjustment

I request your assistance in obtaining approval to use salary savings from my office's personnel account to fund travel and attendance to conferences for myself and one of my staffers, Michael Nalick. These forums and meetings are important to increasing our knowledge so my office is better able to assist Travis County and its residents.

I request that funding come from the following line item:

\$3500 001-0400-514-0801 (temporary employees)

I request that the funding be moved into the following accounts with the corresponding amounts:

\$2500 001-0400-514-6503 (travel, meals, lodging)
\$1000 001-0400-514-6504 (training and seminars)

Thank you for your consideration. Please let me know if you have any questions.

9

Budget Adjustment: 22302

Fyr _ Budget Type: 2010-Reg

Author: 22 - MICHAEL, AMANDA

Created: 7/26/2010 11:24:25 AM

PBO Category:

Court Date: None

Dept: LEGALLY MANDATED FEES

Just: Negbal

Reversal of previous BA 21907 and 22031 where funds were used to temporarily cover attorney fee

From Account	Acct Desc	Project	Proj Desc	Amount
001-9397-544-6301	ATTY FEES-CIVIL			5,600
				5,600
To Account		Project		Amount
001-9397-544-6018	INTERPRETERS			5,600
				5,600

Approvals

Dept

Approved By

Date Approved

Originator

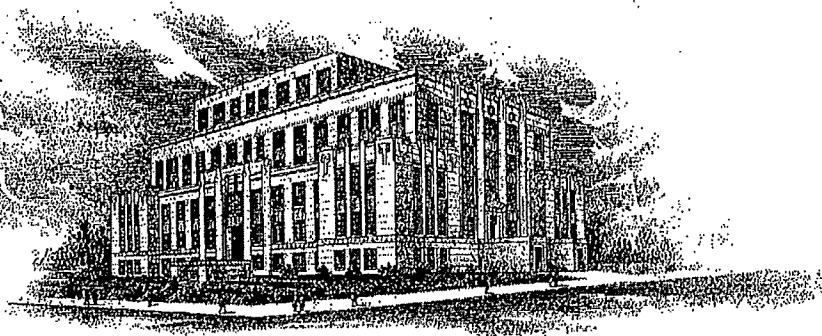
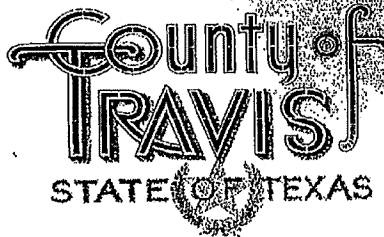
22

AMANDA MICHAEL

7/26/2010 11:24:30 AM

PBO concurs. This reverses previous budget adjustment that temporarily covered court appointed attorney fee expenses.

D. K. [Signature] 7/26/10
 [Signature] 7/27/10



Office of the District Judges
Heman Marlon Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Diana Ramirez, Budget Analyst, Planning and Budget Office


FROM: John K. Dietz, Local Administrative Judge, Civil Courts

DATE: July 26, 2010

RE: Request for Budget Transfer from Civil Courts Indigent Attorney Fees to Civil Courts Interpreter Fees

The Civil Courts are requesting \$5,600 be transferred from the indigent attorney fee line-item to the Civil Court's interpreter line-item to cover FY 2010 expenditures. This adjustment is being requested in order to replenish our interpreter line-item, as we temporarily used the funds for attorney fees prior to Commissioners' Court approval of our request to transfer from Allocated Reserves on July 13, 2010.

Thank you for working closely with us throughout this entire year in tracking our attorney fees. Please do not hesitate to contact Peg Liedtke or Amanda Michael should you have any questions.



John K. Dietz
Local Administrative Judge
Travis County Civil Courts

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	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	Reimbursement Resolution-Due Diligence Insp
(\$250,000)	Facilities	3/30/10	Reimbursement Res.- 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	Broadbus 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 Administration	4/27/10	Waller Creek TIF
\$99,688	Various Dept.	4/22/2010	Canceled Purchase Orders
(\$32,055)	Gen. Admin	5/4/2010	Bond Issuance Cost
\$1,940	Various Dept.	5/3/2010	Canceled Purchase Orders
\$914	TNR	5/3/2010	Canceled Purchase Orders
\$12,999	Various Dept.	5/17/2010	Canceled Purchase Orders
(\$562,902)	County Clerk	5/25/2010	Expenses - Primary Election Runoff
(\$55,000)	TNR	5/25/2010	Utilities
(\$405,000)	Facilities	5/25/2010	Professional Services - 700 Lavaca
(\$9,638)	JP Pct. 3	5/25/2010	Temporary Salaries
\$11,675	Various Dept.	5/27/2010	Canceled Purchase Orders
\$20,940	Various Dept.	6/4/2010	Canceled Purchase Orders
\$765	Facilities	6/10/2010	Liquidate Prior Year Purchase Order
(\$4,729)	General Administration	6/22/2010	Terminal Pay & Temp backfill for Admin. Position in the Intergovernmental Office
\$98	TNR	6/28/2010	Liquidate Prior Year Purchase Order
\$4	HHS	7/1/2010	Liquidate Prior Year Purchase Order
(\$5,000)	TNR	7/6/2010	Wild Basin Preserve Mgmt Fee to St. Ed's
(\$2,500)	PBO	7/6/2010	Court direction; related to item #28, 6/29/10
(\$600,000)	Civil Courts	7/13/2010	Legal Mandated Fees
(\$50,000)	Records Mngt.	7/20/2010	Postage
\$4,816	Sheriff	7/19/2010	Liquidate Prior Year Purchase Order
\$2,578,800	TNR	7/20/2010	Move funds from Fleet for Reimbursement Resolution for FY 10 Capital Equipment Purchase
\$2,908,035	Current Balance		

Allocated Reserve Status (001-9800-981-9892)**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
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$200,000)	Court Appointed Attorney Fees-Capital Cases
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating
(\$672,233)	Total Possible Future Expenses (Earmarks)

\$2,235,802 **Remaining Allocated Reserve Balance After Possible Future Expenditures**

\$3,173,800 Projected Reversal of Reimbursement Resolutions

\$5,409,602 **Projected Allocated Reserve Balance After Earmarks and RR Reversals**

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
(\$5,495)	Facilities	7/20/10	Law Enforcement Equipment
(\$460)	Facilities	7/20/10	Law Enforcement Equipment
\$388,698 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)	

\$293,198 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 (\$22,288)	Facilities	5/25/10	Beginning Balance Maintenance of Bldg.
\$20,804 Current Reserve Balance			

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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
\$50,000	Tax	6/28/10	Web Browser Software-Reverse Reimbursement Resolution
\$7,189,337	EMS	7/19/10	Reimbursement Resolution - procurement of helicopter
\$2,161,824	ITS	7/21/10	Projects funded thru Reimbursement Resolution in December 2009
\$40,813,685 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

08-03-10

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) Amendment to the current contract with the Texas Department of Housing and Community Affairs that will provide additional resources for the Health and Human Services Department to provide weatherization services and minor home repair assistance for low-income households under the American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program (WAP).

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

8/3/2010

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
Contracts										
a 58	ARRA WAP Weatherization Assistance Program Amendment 2	9/1/2009 - 8/31/2011	\$4,622,699	\$0	\$0	\$4,622,699 0	R	EC	16	X

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
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945	\$0	\$0	\$430,945	0	10/6/2009
14	<i>American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation</i>	<i>12/4/2009-4/30/2011</i>	<i>\$2,000,000</i>	<i>\$360,000</i>	<i>\$40,000</i>	<i>\$2,400,000</i>	<i>0</i>	<i>10/27/2009</i>
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	<i>Recovery Act - STOP Violence Against Women Act (ARRA) TC Expedited Victim Restoration Grant</i>	<i>4/1/2010 - 3/31/2011</i>	<i>\$10,080</i>	<i>\$0</i>	<i>\$0</i>	<i>\$10,080</i>	<i>0</i>	<i>12/15/2009</i>
37	<i>Recovery Act - STOP Violence Against Women Act (ARRA) Amended 12/15/09 application TC Expedited Victim Restoration Grant</i>	<i>4/1/2010 - 3/31/2011</i>	<i>\$64,599</i>	<i>\$0</i>	<i>\$0</i>	<i>\$64,559</i>	<i>1</i>	<i>12/22/2009</i>

2

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	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/9/2010
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	9/12/2010 - 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	<i>Mental Health Public Defender Expansion Grant</i>	<i>09/01/2010 - 8/31/2012</i>	<i>\$200,000</i>	<i>\$50,000</i>	<i>\$0</i>	<i>\$250,000</i>	<i>2</i>	<i>4/6/2010</i>
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 Substance 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

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
45	Access and Visitation -Cooperative Parent Program	09/01/2010 - 8/31/2011	\$29,870	\$2,987	\$0	\$32,857	0	5/4/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2010 - 8/31/2011	\$655,899	\$319,936	\$0	\$975,835	11	5/4/2010
45	The National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2010 - 6/30/2011	\$262,600	\$0	\$0	\$262,600	0	5/11/2010
55	Travis County Mental Health Public Defenders Office	10/1/2010 - 9/30/2011	\$125,000	\$500,000	\$0	\$625,000	8	5/11/2010
37	Walmart Local Community Contribution Program	5/26/2010 - 9/30/2010	\$500	\$0	\$0	\$500	0	6/1/2010
49	FY 11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	6/8/2010
49	CAPCOG FY 11 Solid Waste Enforcement Grant	9/1/2010 - 7/31/2011	\$11,723	\$0	\$0	\$11,723	0	6/8/2010
37	2010 Byrne Justice Assistnce Grant	10/1/2010 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	6/22/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	6/29/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	6/29/2010
37	SCATTF - Sheriff's Combined Auto Theft Task Force (REVISED)	9/1/2010 - 8/31/2011	\$616,867	\$319,936	\$0	\$936,803	11	7/6/2010
58	Coming of Age (formerly RSVP) Federal	10/1/2010- 9/30/11	\$63,119	\$18,935	\$0	\$82,054	0.59	7/13/2010

58	Coming of Age (formerly RSVP) State	9/1/10- 8/31/11	\$23,800	\$23,800	\$0	\$47,600	0	7/13/2010
			<hr/>					
			\$53,424,154	\$4,351,548	\$630,623	\$58,128,134	80.35	

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	<i>Energy Efficiency and Conservation Block Grants - Recovery (ARRA)</i>	<i>10/2009 - 04/2011</i>	<i>\$2,207,900</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,207,900</i>	<i>0</i>	<i>10/6/2009</i>
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	<i>2009 Phase 27 ARRA Emergency Food and Shelter Program</i>	<i>04/01/2009 - 12/31/2009</i>	<i>\$41,666</i>	<i>\$0</i>	<i>\$0</i>	<i>\$41,666</i>	<i>0</i>	<i>10/6/2009</i>
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
37	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	<i>3/1/2009 - 2/28/2013</i>	<i>\$495,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$495,000</i>	<i>0</i>	<i>11/17/2009</i>

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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	<i>Parenting in Recovery</i>	<i>9/30/2009 - 9/29/2010</i>	<i>\$508,690.70</i>	<i>\$80,000.00</i>	<i>\$45,000.00</i>	<i>\$633,690.70</i>	<i>1</i>	<i>2/23/2010</i>
55	<i>Information Management Strategy for Criminal Justice Edward Byrne Memorial Justice Assistance Formula Grant (ARRA)</i>	<i>10/1/2009 - 9/30/2010</i>	<i>\$487,359</i>	<i>\$0</i>	<i>\$0</i>	<i>\$487,359</i>	<i>0</i>	<i>2/23/2010</i>
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	<i>ARRA WAP - Weatherization Assistance Program</i>	<i>9/1/2009 - 8/31/2011</i>	<i>\$2,311,350</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,311,350</i>	<i>0</i>	<i>3/2/2010</i>

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	SVCII (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	SVCII (Seniors and Volunteers for Childhood Immunization) Advisory 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
58	LIHEAP Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$840,144	\$0	\$0	\$840,144	0	5/25/2010
58	2010 Emergency Food and Shelter Program - Phase 28	1/1/2010 - 12/31/2010	\$111,839	\$0	\$0	\$111,839	0	6/1/2010
45	State Case Registry and Local Customer Service Contract	9/1/2008 - 8/31/2010	\$80,000	\$0	\$0	\$80,000	0.5	6/15/2010
24	Travis County Veteran's Court	4/1/2010 - 8/31/2010	\$48,895	\$0	\$0	\$48,895	1	6/15/2010
37	Travis County Expedited Victim Restoration Grant	4/1/2010 - 3/31/2011	\$64,599	\$0	\$0	\$64,599	1	6/15/2010
58	AmeriCorps	8/1/2009 - 7/31/2010	\$278,239.01	\$269,446.00	\$10,160.00	\$557,845.01	20	6/29/2010
58	Communities Putting Prevention to Work (Tobacco Cessation) (ARRA)	6/11/10-6/10/12	\$120,000	\$0	\$0	\$120,000	1.5	7/13/2010



12	SAVNS Statewide Victim Notification Service	9/1/2010 - 8/31/2011	\$26,333	\$0	\$0	\$26,333	0	7/20/2010
37	SCATTF- Sheriff's Combined Auto Theft Task Force	9/1/10- 8/31/11	\$616,867	\$319,936	\$0	\$936,803	11	7/20/2010
			\$28,628,337	\$4,371,511	\$174,664	\$33,164,512	64.83	

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	Yes
58	*Comprehensive Energy Assistance Grant Program			\$430,000		1/19/2010	3/2/2010	Pending
58	*Department of Energy (DOE) Weatherization Program			\$20,000		5/11/2010	Awaiting Contract	No

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?
58	*Low-Income Energy Assistance Program (LIHEAP)			\$30,000		5/11/2010	5/25/2010	No
58	AmeriCorps	\$41,852	\$41,852	\$83,704	24	7/20/2010		No
Totals		\$70,740	\$70,740	\$621,480	28			

* 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.

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. <i>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 any potential costs/savings to indigent attorneys fees that are centrally budgeted.</i>	\$ 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. <i>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 any potential costs/savings to indigent attorneys fees that are centrally budgeted.</i>	\$ 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). <i>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).</i>	\$ -	\$ -	\$ 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). <i>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.</i>	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). <i>One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop 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.</i>	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
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) <i>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.</i>	\$ -	\$ -	\$ 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	\$ -
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	\$ 8,619,525	\$ 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)	\$ -	\$ -	\$ 2,100,000	\$ 385,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 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

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
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. <i>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.</i>	\$ -	\$ -	\$ 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	\$2,100,000	\$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.

GRANT SUMMARY SHEET

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

Department/Division:	58/57
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	ARRA WAP Weatherization Assistance Program Amendment 2		
Grant Period:	From:	9/1/2009	To: 8/31/2011
Grantor:	Texas Department of Housing and Community Affairs		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$100,000					\$100,000
Operating:	4,297,754					4,297,754
Capital Equipment:						0
Indirect Costs:	224,945					224,945
Total:	\$4,622,699	\$0	\$0	\$0	\$0	\$4,622,699
FTEs*:	0.00					0.00

*The FTE numbers above do not include the two FTE previously approved to support the grant and are budgeted within the General Fund. One of the FTE was approved by the Purchasing Board and the remaining FTE was added in Accounts Payable Division for the County Auditor's Office. In addition, there is funding within the FY 11 Grants Reserve for a FTE within the Grants' Division of the County Auditor's Office should it be determined that additional grants' support is needed.

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MG	

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP, Home Repair and ARRA WAP)	1,365					1,365
Measures For Grant						

# of Households receiving ARRA WAP Assistance Program* □	564					563
Outcome Impact Description	Assistance from this grant provides weatherization and energy efficiency services and materials for low-income Travis County residences which should result in lowering the home energy utility bills for the residents.					
Outcome Impact Description						
Outcome Impact Description						

*Estimated households served is based on year to date average expenditures per household.

PBO Recommendation:

Health and Human Services & Veterans Services (HHS & VS) requests Commissioners Court approval of an amendment to the grant contract with the Texas Department of Community Affairs for resources under the American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program (WAP). The amendment would provide \$2,311,349 for FY 11 to serve an additional 563 low income households with their weatherization and energy efficiency needs. The total award with the amendment is \$4,622,699 over a two year period and it is anticipated the County will serve 1,127 households during this time.

PBO recommends approval of the amendment to the contract in order to receive the full allocation of funding from the state.

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 ARRA WAP program was created as a result of the American Recovery & Reinvestment Act to address weatherization and energy efficiency needs of dwellings either owned or rented by low income persons. The ARRA Weatherization Assistance Program (WAP) follows the existing Department of Energy weatherization assistance program guidelines designed to increase household energy efficiency and health and safety issues due to issues with household appliances. This program funding can be used in conjunction with the already existing LIHEAP weatherization assistance program funding to address more of the needed minor home repairs and weatherization needs at the residences as necessary.

This amendment increases the grant budget from \$2,311,349 to a total of \$4,622,699. These additional dollars are 2nd allocation from the funding source for this two year grant program ending August 31, 2011.

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

The department's goal in providing these services is to minimize the direct impact to Travis County departments and develop vendor contracts to implement the program service delivery by use of sub-contractors.

However for purposes of some programmatic and administrative delivery for these funds, there was an estimated need of support from Travis County. It may be necessary at a later date to submit a request of support when the need has been realized as the production rate of the vendors increases.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs at the rate of 5% of the total allowable expenditures excluding funds for travel and training.

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.

Yes

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

This program funding allows the department the possibility to enhance weatherization assistance already implemented by the current LIHEAP weatherization program for Travis County's low income households. The guidelines of this ARRA WAP program allow for energy efficiencies and weatherization services to be addressed in dwellings owned or occupied by low income persons at a cost per unit of \$6,500; which is higher than existing weatherization assistance programs the department has available for the community. The typical services provided by the program are installation of attic and wall insulation, caulking, repair or replacement of inefficient household appliances, doors, and windows will reduce the home energy expenses. This program also allows for the income eligibility to be at 200% of federal poverty income guidelines.

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.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. It should also be noted with this program funding, the department is able to meet the needs of those residents living in multi-family dwellings as well as single-family residences.

This additional funding stream will help the department meet the requests of low-income clients who are seeking basic needs services, minor home repair and weatherization services by providing more comprehensive energy efficiency services. This program funding can also be used in combination with the LIHEAP weatherization program addressing more of the energy and weatherization needs of qualified households.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

Date: July 16, 2010

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2009 – 11 for the American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) Contract Amendment 2

Proposed Motion: Consider and take appropriate action to approve the American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) contract amendment 2 with the Texas Department of Housing and Community Affairs (TDHCA).

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 2 from the Texas Department of Housing and Community Affairs (TDHCA). With this amendment TDHCA increases the grant award to a total of \$4,622,699. This additional funding is the second allocation of the two year grant period ending August 31, 2011.

These program funds are used to provide weatherization services and minor home repair assistance for low-income households. The weatherization services provided will replicate the assistance provided by the current LIHEAP weatherization assistance program. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves. The distribution of

assistance will be to qualified Travis County residents with household income levels at or below 200% of the current Federal Poverty Income Guidelines with household weatherization needs. The program allows for a maximum expenditure rate of \$6,500 per household.

Budgetary and Fiscal Impact: We use the ARRA WAP funds for administration, materials, labor, insurance, single audits costs and training. The funds for materials are budgeted in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salaries and benefits, and contracted services line items. The insurance, single audit costs and training costs will be budgeted in the corresponding insurance, audit, travel, and training line items. No matching funds are required for this grant. This contract period is 09/01/09 through 08/31/11.

Issues and Opportunities: This grant has promoted collaboration between the departmental staff and staff from the County Attorneys, Purchasing, Auditors and Planning & Budget departments to plan strategies for expending these ARRA WAP grant funds in a timely manner.

Another partnership was formed when the Commissioners Court, on January 19, 2010, approved an interlocal agreement with the City of Austin to further collaboration of efforts between the two entities, as the City has also received an award of ARRA WAP grant funds to be utilized within the city limits of Austin. This agreement was initiated to provide cost savings and efficiencies by eliminating multiple government solicitations, utilizing the bid process of goods and services for sub-contracted vendor contracts, allowing for resource and information sharing, and formulating outreach efforts. HHSVS and the City of Austin staff believe this coordination of efforts has proven beneficial for the citizens of Travis County.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Jason Walker, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 2

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000680 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through August 31, 2011 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the current Attachment A - Budget and Performance Document in its entirety and substituting in lieu thereof the amended Attachment A - Budget and Performance Document as attached to this Amendment. Attachment A - Budget and Performance Document is being amended to include the 2nd year disbursement.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Travis County

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Travis County

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 4,498,894.00</u>	ARRA FUNDS CURRENTLY AVAILABLE
<u>\$ 123,805.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 4,498,894.00</u>	TOTAL ANTICIPATED ARRA FUNDS
<u>\$ 123,805.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 224,945.00
³ Liability / Pollution Occurrence Insurance	\$ 21,071.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 3,400,702.00
⁴ Health and Safety	\$ 850,176.00
SUB-TOTAL	\$ 4,498,894.00
⁵ Training and Technical Assistance	\$ 123,805.00
TOTAL	\$ 4,622,699.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term (by April 30, 2011) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training. Administration for 2nd 50% of funds will be held until receipt of DOE approval of State requirements detailed in Weatherization Program Notice 10-5.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 09/04/2009

SIGNED this day of

Travis County

By:

Travis County Judge, Samuel T. Biscoe
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

on

Date

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

#_____

Travis County Commissioners Court Agenda Request

Voting Session **August 3, 2010**

I. A. Request made by:

Rodney Rhoades  Phone # 854-8679

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

B. Requested Text:

Discuss and take appropriate action related to Planning Assumptions to be used by Broaddus & Associates for the development of the Travis County Central Campus Master Plan including:

- a. Assume parking permits and zoned parking will be used to maximize county assets in the future;
- b. Assume that Travis County will, overtime, reach a 5% reduction in demand for parking through the use of alternative modes of transportation;
- c. Assume that existing resources throughout the area will be maximized to offset the need to build additional structure parking for visitor and juror parking in the Central Campus.

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

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

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

Honorable John K, Dietz, 250th District Court	854-9312
Honorable Bob Perkins, 331 st District Court	854-9443
Honorable Lora Livingston, 261 st District Court	854-9309
Honorable Brenda Kennedy, 403 rd District Court	854-9808
Honorable Eric Shepperd, County Court-at-Law #2	854-9248
Honorable David Crain, County Court-at-Law #3	854-9243
Honorable Michael Denton	854-9896
Honorable Guy Herman, Probate Court	854-9258
Honorable Herb Evans, Justice of the Peace, Pct.5	854-9050
Bruce Elfant, Constable Pct., 5	854-9100
Debra Hale, Criminal Court Administration	854-9244
Peg Liedtke, Civil Court Administration	854-9364
Sheriff Greg Hamilton	854-9770
Amalia Rodriguez-Mendoza, District Clerk	854-9737
Dana DeBeauvoir , County Clerk	854-9188
Rosemary Lehmberg, District Attorney	854-9400
David Escamilla, County Attorney	854-9415
Dolores Ortega-Carter, Travis County Treasurer	854- 9365
Susan Spataro, Travis County Auditor	854-9125
Cyd Grimes, Travis County Purchasing Agent	854-9700
Danny Hobby, Executive Manager Emergency Services	854-9367
Roger Jefferies, Executive Manager Justice & Public Safety	854-4415
Sherri Fleming, Executive Manager Health & Human & Veterans' Services	854-4100
Joe Gieselman, Executive Manager Transportation & Natural Resources	854-9383
Sydnia Crosbie, Chair Travis County Parking Committee	854-9383
Roger El Khoury, Director Facilities Management Department	854-4579
Joe Harlow, Chief Technology Officer	854-9175
Deece Eckstein , Intergovernmental Relations Coordinator	854-9754
Steven Broberg, Director of Records Management	854-9575
Todd Osburn, HRMD	854-9165
Dan Mansur, HRMD	854-9165
Rodney Rhoades, Executive Manager Planning & Budget	854-8679
Belinda Powell, Strategic Planning Manager	854-9106
Leslie Stricklan, AIA, Sr. Project Manager	854-4778

III. Required Authorizations: Please check if applicable:

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

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



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

August 3, 2010

TO: Members of the Commissioners Court

FROM: Belinda Powell, Strategic Planning Manager *BPowell*
Leslie Stricklan, AIA, Sr. Project Manager, Facilities Management Department *Leslie Stricklan*

SUBJECT: Discuss Planning Assumptions to be used by Broaddus & Associates for the development of the Travis County Central Campus Master Plan including:

- a. Assume parking permits and zoned parking will be used to maximize county assets in the future;
- b. Assume that Travis County will, over time, reach a 5% reduction in demand for parking through the use of alternative modes of transportation;
- c. Assume that existing resources throughout the area will be maximized to offset the need to build additional structure parking for visitor and juror parking in the Central Campus.

Broaddus and Associates has been working to develop a Parking Needs Assessment for the 25 year planning horizon as a part of the Phase II Master Plan development for the Central Campus. In order to complete the assessment and determine an appropriate level of parking to be included in the Central Campus Master Plan, the Commissioners Court is asked to approve a series of planning assumptions. These assumptions will inform the Broaddus team's work in developing specific Master Plan scenarios that will accommodate the parking demands that relate to the service growth forecast for Travis County offices and departments in the Phase I Needs Assessment. The scenarios developed will be presented in late September as an integrated part of the Master Plan Scenarios for further discussion and community in-put.

In the mean time, more specific information related to the "demand" driven by the county's forecast growth can be developed once a more defined set of parameters have been identified. Given best practices for planning in the industry the Broaddus team recommends the following assumptions be used when calculating parking demand for single occupant vehicles in the Central Campus:

- a) **Parking permits for a particular parking zone will be issued to county employees parking their vehicles in the Central Campus area.** Industry research of this practice and

an analysis of the county's current assets indicate an increase in utilization of approximate 15% to 20% should be planned if this assumption is used.

- b) **Travis County will over time reach a 5% reduction in demand for parking through the use of alternative modes of transportation.** This assumption will reduce the planned demand figures by an additional 5%. The finding that a successful program can reach a 5% reduction in demand is consistent with forecasts industry as well as the Downtown Austin Alliance's (DAA) Transportation Management Association (TMA) analysis for the Austin Central Business District. The Central Campus is targeted by Capitol Metro and the City of Austin to become a "transit rich corridor." The Broaddus team believes that the continuation of the County's promotion of alternatives transit methods to the single occupant vehicle and the addition of resources to the Central Campus area makes a 5% reduction in demand a reasonable planning target.
- c) **Assume that existing resources throughout the area will be maximized to offset the need to build additional structure parking for visitor and juror parking in the Central Campus.** As the City of Austin and Capitol Metro continue to evaluate changes to transit patterns, streetscapes, parking ordinances and requirements, inventory of on-street parking resources as well as off-street resources available in the Central Business District this will inevitably change the access to parking resources. Recognizing that the demand for visitor, particularly juror, parking fluctuates significantly throughout the week, the Broaddus team recommends that alternatives to additional structured parking for this demand factor be used as a base planning assumption. This will allow the Commissioners Court to meet this recognized demand in a fashion that can use a variety of solutions such as consideration for remote parking with shuttle services as was used in the past from Palmer Auditorium, continuing the agreement with the City of Austin for the use of metered spaces, participation in a regional parking authority for new structured remote parking, etc.

With direction from the Commissioners Court the Broaddus team will finalize a parking assessment report for review and comment. The Parking Committee has agreed in their letter dated July 26, 2010, attached, to continue to work with the team to address any outstanding questions.

Honorable John K. Dietz, 250th District Court
Honorable Bob Perkins, 331st District Court
Honorable Lora Livingston, 261st District Court
Honorable Brenda Kennedy, 403rd District Court
Honorable Eric Shepperd, County Court-at-Law #2
Honorable Michael Denton
Honorable Guy Herman, Probate Court
Bruce Elfant, Constable Pct., 5
Peg Liedtke, Civil Court Administration
Amalia Rodriguez-Mendoza, District Clerk
Rosemary Lehmberg, District Attorney
Dolores Ortega-Carter, Travis County Treasurer

Honorable David Crain, Court-at-Law #3
Honorable Herb Evans, JP, Pct.5

Debra Hale, Criminal Court Administration
Sheriff Greg Hamilton
Dana DeBeauvoir, County Clerk
David Escamilla, County Attorney
Susan Spataro, Travis County Auditor

Cyd Grimes, Travis County Purchasing Agent
Rodney Rhoades, Executive Manager Planning & Budget
Danny Hobby, Executive Manager Emergency Services
Roger Jefferies, Executive Manager Justice & Public Safety
Sherri Fleming, Executive Manager Health & Human & Veterans' Services
Joe Gieselmann, Executive Manager Transportation & Natural Resources
Sydnia Crosbie, Chair of the Travis County Parking Committee
Roger El Khoury, Director Facilities Management Department
Joe Harlow, Chief Technology Officer
Deece Eckstein, Intergovernmental Relations Coordinator
Steven Broberg, Director of Records Management
Todd Osburn, HRMD
Dan Mansur, HRMD

Travis County
Parking Committee



MEMORANDUM

To: Travis County Commissioners Court

From: Members, Parking Committee

Date: July 26, 2010

Subject: Central Campus Master Plan Parking Assumptions on August 3, 2010
Voting Session

The Parking Committee submits the following recommendations in reference to the assumptions that Broaddus and Associates presented to the Commissioners Court on July 13, 2010 in connection with the Travis County Central Campus Master Plan. The assumptions adopted by the Court will be incorporated into the policy changes that the Committee will recommend for the Court's approval later this Fall.

- a) A dedicated resource is needed for parking administration to ensure use of available spaces most efficiently. Whether an internal FTE or external management company, a resource should be allocated whose primary responsibility is to manage the County's parking assets. This is a prerequisite for all other recommendations.
- b) The Committee recommends a zoned parking pilot be conducted in the 700 Lavaca garage. That garage is currently administered by a management company using this system. The Parking Committee recommends that the same process be used when County employees are assigned to that garage. This includes an appropriate level of overbooking to maintain at least a 5% buffer and presumes no designated spaces. The Committee recommends that the pilot be based on the Committee's own studies showing 76% utilization on average over a 5-week period in February and March, 2009.

If the Court adopts a general zoned parking policy in all County-owned garages, the Committee recommends that it be implemented gradually, increasing the overbook rate until 95% utilization is achieved. This should be managed aggressively so that there is no loss of productivity resulting from employees' inability to find a parking space. In order for zoned parking to be successful, facilities must be secured with parking arms, wireless antennas or some similar device.

- c) Juror parking should continue to be provided through an agreement with the City of Austin. This is particularly important for jurors who are selected to serve. Unless there is a surplus in County parking spaces, those reporting for a jury call should utilize on-street parking.
- d) Similarly, visitor parking should be provided for a fee to be paid by the visitor after spaces for employees and serving jurors have been supplied.

Travis County Parking Committee



August 3, 2010 Voting Session - Central Campus Master Plan Parking Assumptions

- e) Charging employees for parking is not recommended. However if paid parking is implemented, it is recommended that all employees, including those who do not work downtown, be charged on a sliding scale based on salary. In order for paid parking to be fair and equitable to all County staff, there should be no exceptions to the charge regardless of rank, position or work site.
- f) County vehicles should be secured. As County assets, spaces should continue to be provided for County vehicles housed downtown. However, every effort should first be made to minimize the County fleet downtown and the vehicles should be parked in the more secured parking facilities.

The Parking Committee respectfully requests that Broaddus provide additional information regarding future parking projections. Of particular interest is the methodology used to calculate the surplus number of County-owned spaces and the optimization projections. For example, the County already re-striped some of its parking facilities a few years ago; this may result in a reduction in Broaddus' assumed 10% optimization. Moreover, in some of the garages there are structural pillars that cannot be moved to attain more space. The committee will continue to work with Broaddus to resolve any questions related to these base assumptions.

15

Travis County Commissioners Court Agenda Request

Voting Session August 3, 2010
(Date)

Work Session _____
(Date)

I. Request made by:

John & Lane for Roger El-Khoury
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 \$863,260.86, for the period of July 16, 2010 to July 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)

10 JUL 27 PM 3:17
RECEIVED
COUNTY JUDGES OFFICE

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 3, 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: July 16, 2010 to July 22, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$863,260.86

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 \$863,260.86.

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
JULY 16, 2010 TO JULY 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.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: August 3, 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: July 16, 2010
 TO: July 22, 2010

REIMBURSEMENT REQUESTED: \$ 863,260.86

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,384,026.69
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: July 27, 2010	\$ (517,916.00)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 863,260.86
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 863,260.86

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

All claims over \$25,000 (2 this week totaling \$59,620.10) 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 (\$122,980.58) 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 \$53,697.44.

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.

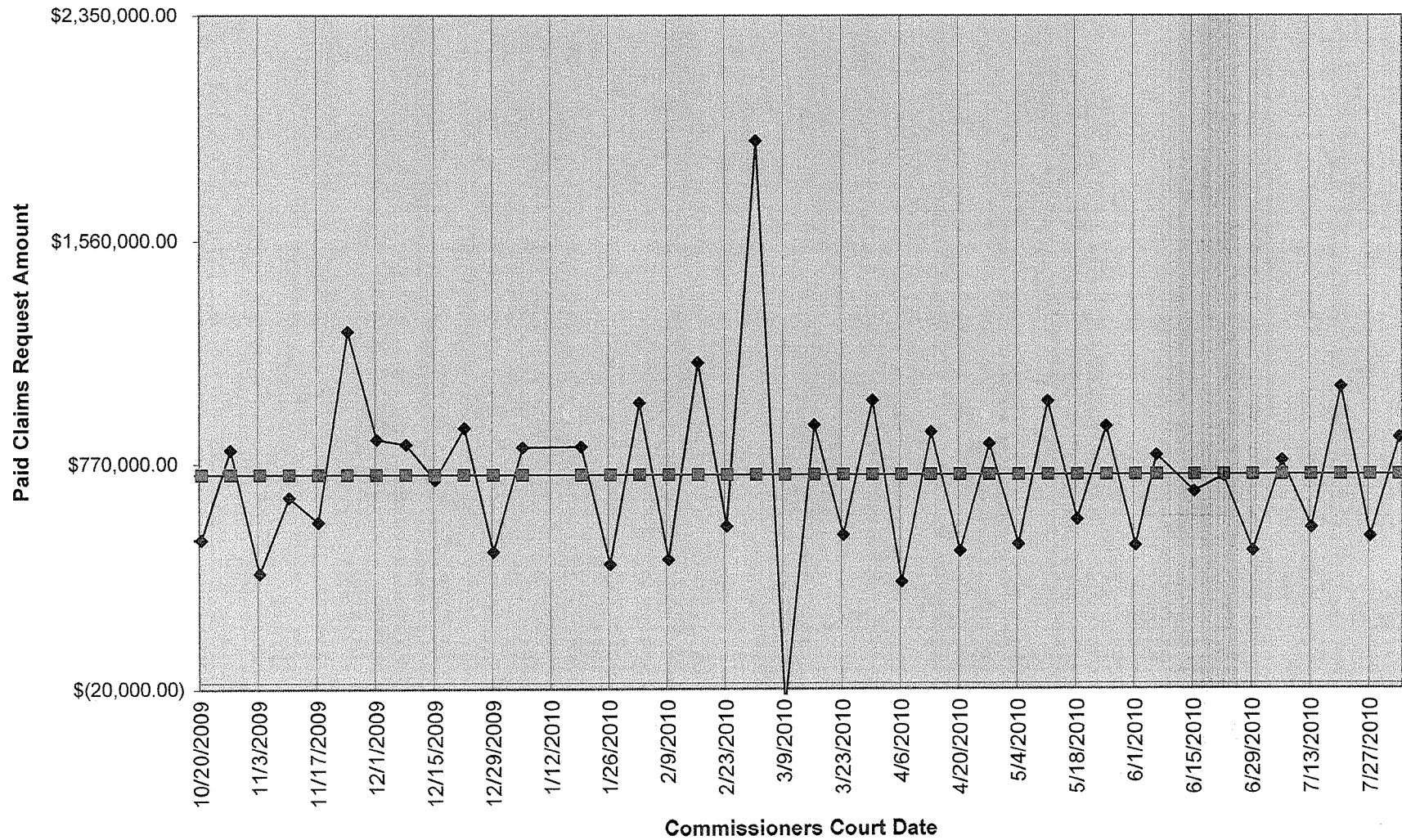
Dan Mansour 7-27-10
 Dan Mansour, Risk Manager Date

Cindy Purinton 7-27-10
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 7/27/10
 Norman McRee, Financial Analyst Date

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

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



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

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
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	\$ -
4/23/10-4/29/10	5/11/2010	\$ 991,213.23	\$ 734,960.88	3	\$ 146,388.40
4/30/10-5/6/10	5/18/2010	\$ 576,874.07	\$ 734,960.88	2	\$ 72,832.36
5/7/10-5/12/10	5/25/2010	\$ 902,612.71	\$ 734,960.88	1	\$ 32,865.00
5/14/10-5/20/10	6/1/2010	\$ 486,551.40	\$ 734,960.88	1	\$ 26,004.75
5/21/10-5/27/10	6/6/2010	\$ 801,226.70	\$ 734,960.88	0	\$ -
5/28/10-6/3/10	6/15/2010	\$ 673,591.39	\$ 734,960.88	2	\$ 97,381.00
6/4/10-6/10/10	6/22/2010	\$ 728,194.42	\$ 734,960.88	0	\$ -
6/11/10-6/17/10	6/29/2010	\$ 467,453.84	\$ 734,960.88	1	\$ 27,463.00
6/18/10-6/24/10	7/6/2010	\$ 782,774.17	\$ 734,960.88	0	\$ -
6/25/10-7/1/10	7/13/2010	\$ 547,858.01	\$ 734,960.88	2	\$ 64,045.12
7/2/10-7/8/10	7/20/2010	\$ 1,041,661.52	\$ 734,960.88	2	\$ 96,169.08
7/9/10-7/15/10	7/27/2010	\$ 517,916.00	\$ 734,960.88	1	\$ 27,700.00
7/16/10-7/22/10	8/3/2010	\$ 863,260.86	\$ 734,960.88	2	\$ 59,620.10
	Paid and Budgeted Claims - to date	\$ 30,382,646.48	\$ 30,868,396.96		
	Amount of Difference from Budget				
		\$ (485,750.48)			
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 7/23/2010 4:55 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: 2010-07-23 **REQUEST AMOUNT:** \$1,384,026.69

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: 2010-07-22 \$596,834.10
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,341,883.90

+ CURRENT DAY NET CHARGE: \$42,142.79
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,384,026.69

ACTIVITY FOR WORK DAY: 2010-07-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$473,664.30	\$00.00	\$473,664.30
TOTAL:	\$473,664.30	\$00.00	\$473,664.30

ACTIVITY FOR WORK DAY: 2010-07-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$176,172.85	\$00.00	\$176,172.85

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_07_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	-433.2	RE	70571120	AA		5	7/13/2010	50	7/19/2010
701254	632	-441.45	NN	SSN0000C	AL		0	7/15/2010	600	7/21/2010
701254	632	-454		26	193071	AA	1	7/15/2010	50	7/20/2010
701254	632	-457.68	NN	SSN0000C	AL		0	7/16/2010	600	7/22/2010
701254	632	-464	RG	70842470	AE		5	2/12/2010	50	7/21/2010
701254	632	-493.96	NN	SSN0000C	AL		0	7/13/2010	600	7/19/2010
701254	632	-581	UZ	74805410	AH		1	7/16/2010	50	7/22/2010
701254	632	-585.72	NN	SSN0000C	AL		0	7/19/2010	600	7/23/2010
701254	632	-600.54	NN	1667591	AH		8	7/22/2010	200	7/19/2010
701254	632	-600.55	NN	1667593	AH		8	7/22/2010	200	7/19/2010
701254	632	-631.2	NN	SSN0000C	AL		0	7/13/2010	600	7/19/2010
701254	632	-880.01	NN	1349688	AH		1	7/22/2010	200	7/19/2010
701254	632	-882.73	NN	998315	AH		6	7/22/2010	200	7/19/2010
701254	632	-969.6	NN	1349689	AH		1	7/22/2010	200	7/19/2010
701254	632	-1212.4	NN	1483155	AA		1	7/22/2010	200	7/19/2010
701254	632	-1640.14		26	193747	AA	1	7/15/2010	50	7/20/2010
701254	632	-7155.85	NN	SSN0000C	AL		0	7/16/2010	600	7/22/2010
701254	632	-8252	NN	SSN0000C	AL		0	7/19/2010	600	7/23/2010
701254	632	-16403.54	NN	SSN0000C	AL		0	7/15/2010	600	7/21/2010

863,260.86

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 07/22/2010

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 7/22/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	148,432.72
RR	526-1145-522.45-29	15,548.63
Total CEPO		\$163,981.35
EPO		
EE	526-1145-522.45-20	227,271.40
RR	526-1145-522.45-21	56,415.90
Total EPO		\$283,687.30
PPO		
EE	526-1145-522.45-25	356,836.75
RR	526-1145-522.45-26	58,755.46
Total PPO		\$415,592.21
Grand Total		\$863,260.86

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Travis County Commissioners Court Agenda Request

Voting Session 8/3/10
(Date)

Work Session _____
(Date)

I. Request made by:

John Stan for Roger Elkhoury
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.

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759

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)



HRMD *Human Resources Management Department*

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

August 3, 2010

ITEM # :

DATE: July 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

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
Criminal Justice Planning	60	Attorney III**	24 / Level 4 / \$69,534.40	24 / Level 4 / \$69,534.40
Sheriff	1091	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
TNR	410	Sign Tech	10 / Level 6 / \$28,412.80	10 / Level 6 / \$28,412.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Commissioner Pct 4	20002	Office Specialist Sr	12 / \$13.26	12 / \$13.26	02
District Attorney	20048	Office Specialist	10 / \$11.58	10 / \$11.58	02
District Attorney	50056	Law Clerk II	18 / \$19.88	18 / \$19.88	05
Juvenile Public Defender	20003	Office Specialist Sr	12 / \$13.26	12 / \$13.26	02
TCCES	50022	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	20098	Park Tech I	8 / \$11.00	8 / \$11.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title –Salary	Comments
Probate Court	Slot 20021 / Accountant Assoc / \$14.18	Probate Court	Slot 50021 / Accountant Assoc / \$14.18	Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Attorney	91	Accountant Assoc* / Grd 13	Accountant / Grd 16	\$31,262.40	\$36,121.07	Career Ladder. Pay is at minimum of pay grade.
TCCES	21	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	\$45,645.23	\$47,927.49	Career Ladder. Pay is between midpoint and max of pay grade.
TCCES	22	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
Comm Pct 3	Slot 2 / Executive Asst-Elctd Official / Grd 18 / \$50,000.00	Comm Pct 3	Slot 2 / Executive Asst-Elctd Official / Grd 18 / \$51,750.00	Salary adjustment. Pay is between midpoint and max of pay grade.
Comm Pct 3	Slot 3 / Executive Asst-Elctd Official / Grd 18 / \$50,000.00	Comm Pct 3	Slot 3 / Executive Asst-Elctd Official / Grd 18 / \$51,750.00	Salary adjustment. Pay is between midpoint and max of pay grade.
District Attorney	Slot 110 / Office Specialist / Grd 10 / \$25,521.60	District Attorney	Slot 273 / Legal Secretary / Grd 15 / \$36,795.20	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 115 / Webmaster I / Grd 22 / \$56,687.77	ITS	Slot 10 / Business Analyst II / Grd 23 / \$66,726.40	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 136 / Customer Support Analyst II / Grd 22 / \$54,223.31	ITS	Slot 87 / Customer Support Spec / Grd 25 / \$66,434.99	Promotion. Pay is at minimum of pay grade.
Sheriff	Slot 1625 / Security Coord / Grd 12 / \$35,164.51	Sheriff	Slot 745 / Office Specialist Sr / Grd 12 / \$35,164.51	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1804 / Victim Counselor / Grd 15 / \$39,832.00	Sheriff	Slot 1437 / Counselor Sr / Grd 16 / \$42,619.20	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: AUGUST 3, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE FOLLOWING SMALL CITIES AND VILLAGES WHOLLY WITHIN TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES:
- A. Village of Volente
 - B. Village of Webberville
 - C. Village of Point Venture
 - D. Village of San Leanna
 - E. Village of Briarcliff
 - F. City of Creedmoor
 - G. City of Lago Vista
- C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

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

and coordinating support, planning and budgeting coordination, standards for EMS stations, funding for EMS stations, and annual EMS status reporting.

The overall purpose of this Agreement is to ensure a foundation for a unified, countywide EMS System to be coordinated by County based both on a coalition with the municipalities and emergency services districts within Travis County and on their participation in the planning of the EMS System.

Even though this Agreement does not have an immediate budget impact for the Municipalities or County, it does allow for future budget planning opportunities between the parties in providing emergency medical services to Travis County residents.

Small City Breakout by Type of Agreement

Novation

City of Creedmoor
City of Lago Vista
Village of Briarcliff
Village of Point Venture
Village of San Leanna

Signature Page

Mayor Robert Wilhite
Mayor Randy Kruger
Mayor Allen Hostetler
Mayor Rich Shinn
Mayor Joel Chapa

New Agreement

Village of Volente
Village of Webberville

Mayor Justine Blackmore-Hista
Mayor Hector Gonzales

Partial City in Travis County and Novation

City of Mustang Ridge

Mayor Joe Flores

**NOVATION OF
INTERLOCAL AGREEMENT
FOR EMERGENCY SERVICES
BETWEEN TRAVIS COUNTY AND
VILLAGE OF BRIARCLIFF**

This Emergency Medical Services Interlocal Cooperation Agreement ("Agreement") is entered into by the following Parties:

Village of Briarcliff, a Type A general law municipality located within Travis County, Texas, ("Municipality"), and

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

RECITALS

Between October, 1998 and the end of 2001, County entered into Interlocal Agreements for Emergency Medical Services and Helicopter Services with the municipalities in Travis County including Municipality. Municipality and County have both determined that it is mutually advantageous to make some revisions to that agreement and simultaneously terminate that agreement and enter into this novation and restatement of that agreement.

Municipality and County have both determined that it is mutually advantageous to continue having a unified, countywide system of emergency medical response and transport services operated and maintained by County and desire the continuation of effective and efficient delivery of such services to those within Travis County by coordinating with each other as Parties to this Agreement.

County is authorized to provide the services described in this Agreement and to enter into an exclusive agreement with Municipality for these services by TEX. HEALTH & SAFETY CODE ANN. § 774.003.

Municipality and County are authorized to enter into this Agreement in all respects by TEX. GOV'T CODE ANN., ch. 791.

TERMINATION OF AGREEMENT

County and Municipality mutually agree that the Interlocal Agreement for Emergency Medical Services and Helicopter Services Between Travis County and Village of Briarcliff previously entered into by them between October 1, 1998 and the end of 2001 is terminated effective immediately upon execution of this agreement by both parties.

NOVATION AGREEMENT

NOW, THEREFORE, Municipality and County mutually agree as follows:

I. PURPOSE.

1.1. The purpose of this Agreement is to ensure a foundation for a unified, countywide EMS System to be coordinated by County based both on a coalition with the municipalities and emergency services districts within Travis County and on their participation in the planning of the EMS System. County may provide EMS to Municipality either directly through use of County resources or indirectly through subcontracting with another governmental entity, such as the City of Austin, or a non-profit organization as a service provider. Municipality and other governmental entities contribute to the EMS System by providing assets of value to the EMS System, which may include tangible or intangible items.

II. TERM.

2.1. Initial Term. This Agreement commences on the date on which it is signed by the last Party and continues in force until the next September 30.

2.2. Automatic Renewal. This Agreement automatically renews on October 1 of each year for a term of one (1) year and automatically renews for terms of one (1) year each year thereafter, unless sooner terminated pursuant to Section 9 of this Agreement.

III. DEFINITIONS.

3.1. EMS System. "EMS System" means the governmental entities that have entered into interlocal co-operation agreements with Travis County that provide for emergency medical response and transport services within Travis County, Texas.

3.2. Village of Briarcliff City Council. "Village of Briarcliff City Council" means Municipality's governing body.

3.3. COA-County Interlocal. "COA-County Interlocal" means the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in September 2009 and subsequently extended annually updating financial obligations, staffing levels and similar matters.

3.4. Commissioners Court. "Commissioners Court" means Travis County Commissioners Court, County's governing body.

3.5. Executive Manager. "Executive Manager" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement. At the execution of this Agreement, this position is entitled Executive Manager, Emergency Services.

3.6. Day. "Day" means calendar day.

- 3.7. District. "District" means an Emergency Services District.
- 3.8. EMS Advisory Board. "EMS Advisory Board" means the emergency services advisory group of the same name created by the COA-County Interlocal.
- 3.9. EMS Medical Director. "EMS Medical Director" means the person selected by County to provide medical direction and oversight for the EMS System. At the time of execution of this Agreement, that person is selected in compliance with the terms of the COA-County Interlocal.
- 3.10. EMS Response and Transport Resources. "EMS Response and Transport Resources" means advanced life-support EMS vehicles that are state-licensed, medically equipped, and staffed as ground ambulance vehicles or as aero-medical helicopters without regard to whether they are operated by the County, a District, or any other governmental entity that has offered use of its equipment for dispatch through the EMS System, but does not include the emergency response services provided by Medical First Responders when there is a request for assistance at the time of a fire, medical emergency or other emergent incident in Travis County.
- 3.11. EMS Station. "EMS Station" means a building where EMS Response and Transport Resources are assigned and from which such resources may respond to emergency calls.
- 3.12. ESD. "ESD" means Emergency Services District.
- 3.13. FAA. "FAA" means the Federal Aviation Administration.
- 3.14. Medical First Responder. "Medical First Responder" means any state certified or licensed person when the person (a) is providing emergency first response patient care services in Travis County, (b) satisfies all applicable Texas Department of State Health Services requirements for medical first responders, and (c) has system credentials at the appropriate level.
- 3.15. Patient. "Patient" means any person who requests or is provided emergency medical evaluation or treatment from an EMS Response and Transport Resource responding to a call to the emergency communications call-taker for emergency services.
- 3.16. STAR Flight. "*STAR Flight*" means Travis County's aero-medical and rescue program, including its helicopters and other aviation equipment, aviation management, air operations, aviation personnel, and medical and non-medical personnel.
- 3.17. STAR Flight Medical Director. "*STAR Flight Medical Director*" means the person selected by County to provide medical direction and oversight for the *STAR Flight*.

IV. COUNTY RESPONSIBILITIES.

- 4.1. Full-time EMS Operations. County shall operate the EMS System on a 24 hour basis, seven-days a week.
- 4.2. EMS Staffing. County shall provide appropriate, qualified, medical and non-medical personnel to staff each EMS Response and Transport Resource that is in service either directly or indirectly through contracting for services.

4.3. EMS Dispatching. County shall ensure the dispatching of the nearest available and appropriate EMS Response and Transport Resources in response to every medical emergency call for service originating in Municipality, in accordance with the Dispatch and Utilization Protocols which are the criteria and guidelines that a dispatcher uses to determine which resources to send in response to a call for emergency services in the day to day operation of the EMS System, which includes consideration of the current location of resources, the level of assistance needed, and other demands on the resources at that time.

4.4. Medical Coordination and Oversight. County shall provide coordination of the medical aspects of patient care by Medical First Responders and EMS providers to assure compliance with the Texas Health and Safety Code, applicable Texas Department of State Health Services regulations, and Chapter 197 of the Rules of the Texas State Board of Medical Examiners either directly or indirectly through contracting for services. This includes providing medical direction and oversight through the EMS Medical Director and the *STAR Flight* Medical Director.

4.5. Joint EMS Responses. When County participates in joint responses with other governmental entities and other public safety organizations, participation shall be in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.

4.6. EMS Standards and Transport Guidelines. County shall provide emergency medical response and transport services in accordance with System Clinical Operating Guidelines and other recognized standards in a timely manner. The System Clinical Operating Guidelines are promulgated by the EMS Medical Director and the *STAR Flight* Medical Director and describe the minimum acceptable level of medical training and experience, and the emergency medical practice guidelines for EMS medical personnel; and establish other system standards; protocols; and minimum system data sets.

4.7. EMS Primary Helicopter. County shall provide and maintain at least one primary helicopter, suitable for EMS purposes, 24 hours a day, seven-days a week, for use in compliance with the *STAR Flight* Mission Statement and protocols.

4.8. EMS Reserve Helicopter. County shall provide and maintain an appropriate, backup helicopter, suitable for EMS purposes, which may be used if the primary helicopter is out of service for maintenance.

4.9. EMS Helicopter Staffing. County shall appropriately staff at least one helicopter 24 hours a day, seven-days a week in accordance with all applicable FAA regulations.

4.10. EMS Helicopter Operation and Maintenance. County shall operate and maintain the helicopters, at County's expense, in accordance with manufacturer's guidelines and applicable rules or regulations established by the FAA.

4.11. Helicopter Liability Insurance. At the time of execution of this Agreement, County has liability insurance coverage to a maximum of ten million dollars (\$10,000,000.00) for each helicopter which it provides for EMS purposes.

4.12. Patient Fees. County may charge Patients treated or transported during EMS ground or air responses within Municipality based on a fee structure approved by Commissioners Court and Austin City Council annually.

4.13. Annual Resource Planning Meeting. County shall coordinate and hold an annual planning meeting for the EMS System among County staff, Municipal representatives, and other interested system representatives for the EMS System. The purpose of the planning meeting is to review and determine whether EMS Transport and Response Resources stationed in areas outside the City of Austin are appropriately located to meet the needs of the areas outside the City of Austin. The agenda of the meeting should include a review of usage information and response times for each EMS Station located outside the City of Austin as compared to EMS Stations within the City of Austin. While the COA-County Interlocal continues, these recommendations will consider the service needs of the areas within the City of Austin and areas located outside the City of Austin.

4.14. EMS Station Locations. County staff shall submit the recommendations developed in the annual resource planning meeting described in 4.13 to the Commissioners Court and the EMS Advisory Board for consideration and approval. If approved by the Commissioners Court, adjustments to the location of EMS Stations based upon approved recommendations developed in the annual resource planning meeting should be made if funding or other resources are available. The adjustments should be based upon the service needs of the County outside the City of Austin. Existing EMS Stations may be closed and new EMS Stations may be opened based on increases or decreases in population in various areas, failure of projected population increases to occur, or the level of call volume experienced by existing EMS Stations. Any new EMS Station shall not be placed in any municipality in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency services with County. Municipality acknowledges that, while the COA-County Interlocal or any successor Interlocal continues, the location of stations must comply with that agreement.

4.15. Standards for Stations. The County shall establish County specifications for EMS Stations that, at a minimum, ensure that each ground ambulance assigned to that station is housed in a portion of the station that: (a) is secure; (b) provides a covered, enclosed vehicle bay; (c) has 24-hour access to electricity sufficient to power the equipment located in the ambulance; and (d) has living quarters for three emergency medical service staff members. Similar Specifications may be made if temporary housing for an ambulance is needed. In this case only minimal specifications are required due to the temporary nature of the location. Any station location recommendation that involves using a facility owned or leased by Municipality is subject to its right to refuse to provide the location. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide the EMS Station to satisfy the municipality's obligation to provide a location or facility under this Interlocal Agreement.

4.16. Funding for County EMS Stations. A new EMS Station shall not be placed in any municipality in areas in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency medical services with County. If there is a recommendation to locate a new EMS Station in Municipality both parties shall develop budget projections and updates during their respective budgeting processes. Plans for new stations shall include input from both parties before proposed budgets for a new EMS Station are finally approved and implemented. Funding formulas and maintenance costs should be determined cooperatively by the parties. The governing bodies of County and Municipality must amend this Agreement related to the location, funding, and maintenance of any new EMS Station before it may be implemented.

4.17. Municipality Access to Inspect. County shall provide members of the Village of Briarcliff City Council or their representatives with reasonable access to inspect and, at their own

expense, copy EMS records and reports to the extent that these are not made confidential by law and are in County's possession. County shall provide members of the Village of Briarcliff City Council or their representatives reasonable opportunity to inspect equipment, and facilities of the EMS System outside the City of Austin in the company of the Executive Manager at reasonably convenient times.

4.18. Annual EMS Status Reporting. County shall provide Municipality with an annual report of EMS operations within Municipality for the preceding year. Annual reports will be consistent with the exhibit to the COA-County Interlocal, that is entitled "Performance Measures and Reports", and include at least the following information related to County's responsibilities under this Agreement:

- The number of responses by EMS Response and Transport Resource in Municipality;
- Response time by EMS Response and Transport Resources in Municipality, where the response time is based on the interval between the time of receipt of a call to the emergency communications call-taker for emergency services and the time when the first EMS Response and Transport Resource arrives at the scene, or reports its arrival, whichever is later, and
- A system-wide comparison of response times as described above.

V.

MUNICIPALITY RESPONSIBILITIES.

5.1. Exclusive EMS Provider. By this document Municipality grants County the exclusive right to provide emergency medical response and transport services within its corporate boundaries.

5.2. Municipality Contributions. Municipality may contribute assets of value to the EMS System as approved by Municipality and County. These assets of value may include real property, equipment, money, facilities, services, or any other tangible or intangible item judged to be an appropriate contribution. Municipality may provide its contribution either through Municipality owned assets, leased assets, or through arrangements with other entities.

5.3. Municipality Locations. If a Municipality agrees and if it is strategically appropriate to place an EMS Response and Transport Resource at a location within Municipality and if it is approved as a Municipality contribution to the EMS System with concurrence by Municipality and County, Municipality shall allow the use of enough appropriately located space to accommodate the necessary offices, vehicle bays, and crew housing in existing Municipality property. The Municipality may provide that space through interlocal agreements with other governmental entities or other organizations in existing facilities provided by them or through acquisition of additional facilities. Funding formulas and maintenance costs should be determined cooperatively by the parties.

5.4. Maintenance of EMS Stations. If an EMS Station is opened in Municipality, the governmental entity that owns or leases the facility used as an EMS Station shall provide station facilities, facilities maintenance, utilities, and furnishings, to the minimum standards set by the

County, which will generally be consistent with City of Austin standards. If Municipality is the owner of a facility used as an EMS Station and fails to maintain the building and equipment as required to comply with the minimum standards set by County and the failure results in conditions that make compliance with the service requirements under the COA-County Interlocal impossible or impracticable, then County shall notify Municipality in writing and Municipality shall promptly take action to resolve the deficiencies. If another entity is the owner of a facility used as an EMS Station and fails to maintain the building and equipment as required to comply with the minimum standards set by County and the failure results in conditions that make compliance with the service requirements under the COA-County Interlocal impossible or impracticable, then County shall notify Municipality in writing and Municipality shall promptly take action to resolve the deficiencies with such entity. If there is a recommendation to upgrade or change an existing EMS Station owned or leased by Municipality both parties shall develop budget projections and updates during their respective budgeting processes and plans for upgrades or changes to stations shall include input from both parties before proposed budgets for these are finally approved and implemented. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide upgrades or changes to EMS Station to satisfy the municipality's obligations under this Interlocal Agreement. The governing bodies of County and Municipality must amend this Agreement related to the upgrades or changes to an EMS Station before it may be implemented.

5.5. First Responder Support. Municipality will cooperate in the development and support of a system-wide organization of first responders and assist in the promotion and recruitment of volunteers through advertising, staff support, or other means that Municipality considers appropriate and as available funds allow. Municipality may provide non-medical equipment, materials, and supplies for the first responder organization.

5.6. Coordination and Compatibility. To achieve coordination and compatibility, Municipality shall submit descriptions of any equipment which it intends to purchase for the first responder organization to the Executive Manager for review before implementation. The Executive Manager shall advise Municipality whether the equipment is compatible with the EMS System within 30 days after the description is submitted. Municipality shall modify its intended purchase, to the extent that it is financially feasible for the Municipality, if the Executive Manager advises the Municipality that it is not compatible.

VI. ACKNOWLEDGEMENTS.

6.1. Coordination and Compatibility. Municipality acknowledges that it is very important to the interoperability and success of the system-wide first responder organization for its program to be coordinated and compatible with the EMS System.

6.2. Self Insured. Municipality acknowledges that County is self insured for some losses at the execution of this Agreement and that County does not have coverage from a commercial insurance company on most EMS Response and Transport Resources. Municipality acknowledges that County is not required to provide coverage from a commercial insurance company under this Agreement and may, at its option, discontinue any coverage from a commercial insurance company which County may have at the time of execution of this Agreement.

6.3. Right to Subcontract. Both Parties acknowledge that County and the Municipality have the right to subcontract any or all of the services they are required to provide under this

Agreement to any governmental entity or non-profit organization that County and or Municipality, in their sole discretion, selects as subcontractor. At the time of execution of this Agreement, emergency medical response and transport services within Travis County are provided by the City of Austin through the COA-County Interlocal.

6.4. County Right to Contract: Helicopters. Municipality acknowledges that County may contract with other entities for use of any helicopter. All proceeds that may arise from other agreements for the use of the helicopters inure to the benefit of County.

6.5. FAA Requirements and Maintenance. Both Parties acknowledge that the operation of helicopters is regulated by the Federal Aviation Act and the regulations under it which are administered by the FAA. County ensures compliance with the FAA's requirements and therefore has the right to make all final decisions about whether any particular person is fit to be onboard a helicopter. If unforeseen maintenance requirements necessitate every helicopter being out of service at the same time, Municipality acknowledges that this occurrence does not constitute a breach of this agreement. If the FAA requires County to cease operations for any reason, Municipality acknowledges that this occurrence does not constitute a breach of this agreement.

6.6. County Right to Collect Patient Fees. Both Parties acknowledge that County may perform any reasonable activities necessary to collect fees from Patients for transport by EMS Response and Transport Resources. County may retain all fees collected. At the time of execution of this agreement, some of these services are provided in accordance with the terms of the COA-County Interlocal.

6.7. Relocation of EMS Stations. Both Parties acknowledge that EMS Station locations may be relocated upon agreement by the City of Austin Director of EMS or his designee, the EMS Medical Director, the Executive Manager, and the appropriate governing bodies, after reviewing the recommendations, if any, of the EMS Advisory Board. At the request of the County EMS Manager, an existing EMS Station may be temporarily relocated or the ambulance usually located at it may use temporary facilities until another permanent location is established.

VII. MISCELLANEOUS PROVISIONS.

7.1. Relationship of the Parties. This Agreement is based on the active participation of the Parties. Neither the execution nor the deliver of this Agreement create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically stated in this Agreement. Except as expressly agreed to in writing in this Agreement, no Party or any of its agents, officers or employees has the power to assume or create any obligation on behalf of the other Party.

7.2. Limit on Agents. No agent, official, employee or representative of a Party has the authority to amend this Agreement or waive breaches of it unless expressly granted that specific authority by the Party's governing body.

7.3. Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by both Parties that no officer, agency, employee or representative of a Party has any authority to grant such assignment unless expressly granted that authority by the Party's governing body.

7.4. Compliance with Law. Each Party shall comply with all laws, rules and regulations applicable to its performance of this Agreement

7.5. Current Revenue Funds. Each Party shall pay for its obligations under this Agreement from current revenue funds.

7.6. Limits of Liability. Municipality is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by County or its employees or agents or subcontractors in relation to the operation or condition of any of the EMS Response and Transport Resources. County is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by Municipality or its employees or agents in relation to the operation of the EMS System or raised by any condition of the facilities or other assets of value provided by Municipality.

7.7. Shared Liability. If both County and Municipality are liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by both Municipality and County in relation to the operation of the EMS System, then Municipality and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

7.8. 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.

7.9. Assumption of Risk. Municipality bears the risk for all property losses that result from damages caused by Municipality provided facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. County bears the risk for all property losses that result from damages caused by County owned facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. Where neither party is at fault because of negligent, intentional or illegal acts each party shall bear all property losses resulting from damages to its facilities, assets of value or employees that would be covered by a commercial insurance company.

7.10. Dispute Resolution. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code.

VIII. FORMAL AMENDMENT PROCESS.

8.1. Written Notice. Any change to this Agreement shall be made in writing and signed by both Parties. It is acknowledged by each Party that no officer, agency, employee or representative of a Party has any authority to change the provisions of this Agreement, unless expressly granted that specific authority by its governing body.

8.2. Request for Amendment. Municipality must submit all requests for changes to this Agreement to Executive Manager who shall present the request for consideration by the Commissioners Court. County must submit all requests for changes to this Agreement to the Manager or the Municipality who shall present the request for consideration by the governing body.

IX. METHODS OF TERMINATION.

9.1. Annual Termination. Either Party to this Agreement may terminate its participation in this Agreement without cause effective the next September 30, by giving at least 180 days prior written notice.

9.2. Termination for Breach. Either Party may terminate its participation in this Agreement if it finds that the other Party has breached this Agreement. Before termination, the terminating Party shall provide written notice to all the other Party of any alleged breaches. Upon receipt of this notice, the breaching Party has 90 days to correct the alleged breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating Party. Failure to correct the alleged breaches or give a satisfactory explanation within 90 days, results in automatic termination of this Agreement, unless both Parties agree in writing to extend the time to cure the alleged breaches.

9.3. Mutual Termination. The Parties may terminate this Agreement when both Parties agree, in writing, (1) that the continuation of some or all of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and (2) what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.

9.4. Survival of Provisions. If this Agreement is terminated, the terms about Patient billings and payments survive the termination until each Patient account is paid.

X. NOTICE.

10.1. Written Notice. All notices sent pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return-receipt requested.

10.2. County Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

If mailed to:

County Judge, Travis County
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Executive Manager
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

If mailed to:

Executive Manager
Emergency Services
P.O. Box 1748
Austin, Texas 78767

10.3. Municipality Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

10.4. If hand delivered to:

Allen Hostetler, Mayor
Village of Briarcliff
402 Sleat Drive
Briarcliff, Texas 78669

If mailed to:

Allen Hostetler
Village of Briarcliff
402 Sleat Drive
Briarcliff, Texas 78669

10.5. Notice to County Attorney. To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

10.6. Notice to Municipality's Attorney. To be effective against Municipality, a copy of any notice sent to Municipality must also be sent to the Municipality Attorney's office at the following address:

Ken Campbell, Attorney
P.O. Box 26300
Austin, Texas 78755-6300

10.7. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

10.8. Change of Address. A Party may change its address for notice under this Agreement by providing written notice of the change to the other Party in compliance with this section.

XI. INTERPRETATION OF AGREEMENT.

11.1. 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.

11.2. Entire Agreement. This is the entire agreement between the Parties regarding the subjects and terms of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to this subject matter.

11.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

11.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.


11.5. Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

11.6. Gender and Number. Words of gender used in this Agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this Agreement requires otherwise.

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

11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF BRIARCLIFF

By: 
Allen Hostetler
Mayor

Date: 6/30/10

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

**XI.
INTERPRETATION OF AGREEMENT.**

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11.8. Duplicate Originals. This document may be executed in duplicate originals.

CITY OF CREEDMOOR

By: 
Robert Wilhite
Mayor

Date: 6-17-2010

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

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.

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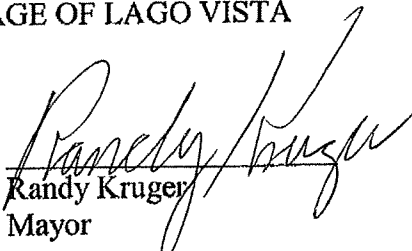
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11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF LAGO VISTA

By:


Randy Kruger
Mayor

Date:

7-21-10

TRAVIS COUNTY, TEXAS

By:

Samuel T. Biscoe
County Judge

Date:

**XI.
INTERPRETATION OF AGREEMENT.**

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11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF POINT VENTURE

By: 

Rich Shinn
Mayor

Date: 6/7/10

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

11.1. 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.

11.2. Entire Agreement. This is the entire agreement between the Parties regarding the subjects and terms of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to this subject matter.

11.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

11.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.

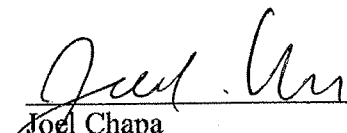
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11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF SAN LEANNA

By: 
Joel Chapa
Mayor

Date: MAY 20, 2010

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

**INTERLOCAL AGREEMENT
FOR EMERGENCY SERVICES
BETWEEN TRAVIS COUNTY AND
VILLAGE OF VOLENTE**

This Emergency Medical Services Interlocal Cooperation Agreement ("Agreement") is entered into by the following Parties:

Village of Volente, a Type B general law municipality located within Travis County, Texas, ("Municipality"), and

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

RECITALS

Between October, 1998 and the end of 2001, County entered into Interlocal Agreements for Emergency Medical Services and Helicopter Services with the municipalities in Travis County. The municipalities and County have determined that it is mutually advantageous to make some revisions to that agreement. At this time Municipality is also entering into an agreement based on the novation for those municipalities.

Municipality and County have both determined that it is mutually advantageous to have a unified, countywide system of emergency medical response and transport services operated and maintained by County and desire the effective and efficient delivery of such services to those within Travis County by coordinating with each other as Parties to this Agreement.

County is authorized to provide the services described in this Agreement and to enter into an exclusive agreement with Municipality for these services by TEX. HEALTH & SAFETY CODE ANN. § 774.003.

Municipality and County are authorized to enter into this Agreement in all respects by TEX. GOV'T CODE ANN., ch. 791.

AGREEMENT

NOW, THEREFORE, Municipality and County mutually agree as follows:

**I.
PURPOSE.**

1.1. The purpose of this Agreement is to ensure a foundation for a unified, countywide EMS System to be coordinated by County based both on a coalition with the municipalities and

230897

emergency services districts within Travis County and on their participation in the planning of the EMS System. County may provide EMS to Municipality either directly through use of County resources or indirectly through subcontracting with another governmental entity, such as the City of Austin, or a non-profit organization as a service provider. Municipality and other governmental entities contribute to the EMS System by providing assets of value to the EMS System, which may include tangible or intangible items.

II. TERM.

2.1. Initial Term. This Agreement commences on the date on which it is signed by the last Party and continues in force until the next September 30.

2.2. Automatic Renewal. This Agreement automatically renews on October 1 of each year for a term of one (1) year and automatically renews for terms of one (1) year each year thereafter, unless sooner terminated pursuant to Section 9 of this Agreement.

III. DEFINITIONS.

3.1. EMS System. "EMS System" means the governmental entities that have entered into interlocal co-operation agreements with Travis County that provide for emergency medical response and transport services within Travis County, Texas.

3.2. Village of Volente City Council. "Village of Volente City Council" means Municipality's governing body.

3.3. COA-County Interlocal. "COA-County Interlocal" means the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in September 2009 and subsequently extended annually updating financial obligations, staffing levels and similar matters.

3.4. Commissioners Court. "Commissioners Court" means Travis County Commissioners Court, County's governing body.

3.5. Executive Manager. "Executive Manager" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement. At the execution of this Agreement, this position is entitled Executive Manager, Emergency Services.

3.6. Day. "Day" means calendar day.

3.7. District. "District" means an Emergency Services District.

3.8. EMS Advisory Board. "EMS Advisory Board" means the emergency services advisory group of the same name created by the COA-County Interlocal.

3.9. EMS Medical Director. "EMS Medical Director" means the person selected by County to provide medical direction and oversight for the EMS System. At the time of execution of this Agreement, that person is selected in compliance with the terms of the COA-County Interlocal.

3.10. EMS Response and Transport Resources. "EMS Response and Transport Resources" means advanced life-support EMS vehicles that are state-licensed, medically equipped, and staffed as ground ambulance vehicles or as aero-medical helicopters without regard to whether they are operated by the County, a District, or any other governmental entity that has offered use of its equipment for dispatch through the EMS System, but does not include the emergency response services provided by Medical First Responders when there is a request for assistance at the time of a fire, medical emergency or other emergent incident in Travis County.

3.11. EMS Station. "EMS Station" means a building where EMS Response and Transport Resources are assigned and from which such resources may respond to emergency calls.

3.12. ESD. "ESD" means Emergency Services District.

3.13. FAA. "FAA" means the Federal Aviation Administration.

3.14. Medical First Responder. "Medical First Responder" means any state certified or licensed person when the person (a) is providing emergency first response patient care services in Travis County, (b) satisfies all applicable Texas Department of State Health Services requirements for medical first responders, and (c) has system credentials at the appropriate level.

3.15. Patient. "Patient" means any person who requests or is provided emergency medical evaluation or treatment from an EMS Response and Transport Resource responding to a call to the emergency communications call-taker for emergency services.

3.16. STAR Flight. "*STAR Flight*" means Travis County's aero-medical and rescue program, including its helicopters and other aviation equipment, aviation management, air operations, aviation personnel, and medical and non-medical personnel.

3.17. STAR Flight Medical Director. "*STAR Flight Medical Director*" means the person selected by County to provide medical direction and oversight for the *STAR Flight*.

IV. COUNTY RESPONSIBILITIES.

4.1. Full-time EMS Operations. County shall operate the EMS System on a 24 hour basis, seven-days a week.

4.2. EMS Staffing. County shall provide appropriate, qualified, medical and non-medical personnel to staff each EMS Response and Transport Resource that is in service either directly or indirectly through contracting for services.

4.3. EMS Dispatching. County shall ensure the dispatching of the nearest available and appropriate EMS Response and Transport Resources in response to every medical emergency call for service originating in Municipality, in accordance with the Dispatch and Utilization Protocols which are the criteria and guidelines that a dispatcher uses to determine which resources to send in response to a call for emergency services in the day to day operation of the EMS System, which includes consideration of the current location of resources, the level of assistance needed, and other demands on the resources at that time.

4.4. Medical Coordination and Oversight. County shall provide coordination of the medical aspects of patient care by Medical First Responders and EMS providers to assure compliance with the Texas Health and Safety Code, applicable Texas Department of State Health Services regulations, and Chapter 197 of the Rules of the Texas State Board of Medical Examiners either directly or indirectly through contracting for services. This includes providing medical direction and oversight through the EMS Medical Director and the *STAR Flight* Medical Director.

4.5. Joint EMS Responses. When County participates in joint responses with other governmental entities and other public safety organizations, participation shall be in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003

4.6. EMS Standards and Transport Guidelines. County shall provide emergency medical response and transport services in accordance with System Clinical Operating Guidelines and other recognized standards in a timely manner. The System Clinical Operating Guidelines are promulgated by the EMS Medical Director and the *STAR Flight* Medical Director and describe the minimum acceptable level of medical training and experience, and the emergency medical practice guidelines for EMS medical personnel; and establish other system standards; protocols; and minimum system data sets.

4.7. EMS Primary Helicopter. County shall provide and maintain at least one primary helicopter, suitable for EMS purposes, 24 hours a day, seven-days a week, for use in compliance with the *STAR Flight* Mission Statement and protocols.

4.8. EMS Reserve Helicopter. County shall provide and maintain an appropriate, backup helicopter, suitable for EMS purposes, which may be used if the primary helicopter is out of service for maintenance.

4.9. EMS Helicopter Staffing. County shall appropriately staff at least one helicopter 24 hours a day, seven-days a week in accordance with all applicable FAA regulations.

4.10. EMS Helicopter Operation and Maintenance. County shall operate and maintain the helicopters, at County's expense, in accordance with manufacturer's guidelines and applicable rules or regulations established by the FAA.

4.11. Helicopter Liability Insurance. At the time of execution of this Agreement, County has liability insurance coverage to a maximum of ten million dollars (\$10,000,000.00) for each helicopter which it provides for EMS purposes.

4.12. Patient Fees. County may charge Patients treated or transported during EMS ground or air responses within Municipality based on a fee structure approved by Commissioners Court and Austin City Council annually.

4.13. Annual Resource Planning Meeting. County shall coordinate and hold an annual planning meeting for the EMS System among County staff, Municipal representatives, and other interested system representatives for the EMS System. The purpose of the planning meeting is to review and determine whether EMS Transport and Response Resources stationed in areas outside the City of Austin are appropriately located to meet the needs of the areas outside the City of Austin. The agenda of the meeting should include a review of usage information and response times for each EMS Station located outside the City of Austin as compared to EMS Stations within the City of Austin. While the COA-County Interlocal continues, these

recommendations will consider the service needs of the areas within the City of Austin and areas located outside the City of Austin.

4.14. EMS Station Locations. County staff shall submit the recommendations developed in the annual resource planning meeting described in 4.13 to the Commissioners Court and the EMS Advisory Board for consideration and approval. If approved by the Commissioners Court, adjustments to the location of EMS Stations based upon approved recommendations developed in the annual resource planning meeting should be made if funding or other resources are available. The adjustments should be based upon the service needs of the County outside the City of Austin. Existing EMS Stations may be closed and new EMS Stations may be opened based on increases or decreases in population in various areas, failure of projected population increases to occur, or the level of call volume experienced by existing EMS Stations. Any new EMS Station shall not be placed in any municipality in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency services with County. Municipality acknowledges that, while the COA-County Interlocal or any successor Interlocal continues, the location of stations must comply with that agreement.

4.15. Standards for Stations. The County shall establish County specifications for EMS Stations that, at a minimum, ensure that each ground ambulance assigned to that station is housed in a portion of the station that: (a) is secure; (b) provides a covered, enclosed vehicle bay; (c) has 24-hour access to electricity sufficient to power the equipment located in the ambulance; and (d) has living quarters for three emergency medical service staff members. Similar Specifications may be made if temporary housing for an ambulance is needed. In this case only minimal specifications are required due to the temporary nature of the location. Any station location recommendation that involves using a facility owned or leased by Municipality is subject to its right to refuse to provide the location. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide the EMS Station to satisfy the municipality's obligation to provide a location or facility under this Interlocal Agreement.

4.16. Funding for County EMS Stations. A new EMS Station shall not be placed in any municipality in areas in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency medical services with County. If there is a recommendation to locate a new EMS Station in Municipality both parties shall develop budget projections and updates during their respective budgeting processes. Plans for new stations shall include input from both parties before proposed budgets for a new EMS Station are finally approved and implemented. Funding formulas and maintenance costs should be determined cooperatively by the parties. The governing bodies of County and Municipality must amend this Agreement related to the location, funding, and maintenance of any new EMS Station before it may be implemented.

4.17. Municipality Access to Inspect. County shall provide members of the Village of Volente City Council or their representatives with reasonable access to inspect and, at their own expense, copy EMS records and reports to the extent that these are not made confidential by law and are in County's possession. County shall provide members of the Village of Volente City Council or their representatives reasonable opportunity to inspect equipment, and facilities of the EMS System outside the City of Austin in the company of the Executive Manager at reasonably convenient times.

4.18. Annual EMS Status Reporting. County shall provide Municipality with an annual report of EMS operations within Municipality for the preceding year. Annual reports will be consistent

with the exhibit to the COA-County Interlocal, that is entitled "Performance Measures and Reports", and include at least the following information related to County's responsibilities under this Agreement:

- The number of responses by EMS Response and Transport Resource in Municipality;
- Response time by EMS Response and Transport Resources in Municipality, where the response time is based on the interval between the time of receipt of a call to the emergency communications call-taker for emergency services and the time when the first EMS Response and Transport Resource arrives at the scene, or reports its arrival, whichever is later, and
- A system-wide comparison of response times as described above.

V.

MUNICIPALITY RESPONSIBILITIES.

5.1. Exclusive EMS Provider. By this document Municipality grants County the exclusive right to provide emergency medical response and transport services within its corporate boundaries.

5.2. Municipality Contributions. Municipality may contribute assets of value to the EMS System as approved by Municipality and County. These assets of value may include real property, equipment, money, facilities, services, or any other tangible or intangible item judged to be an appropriate contribution. Municipality may provide its contribution either through Municipality owned assets, leased assets, or through arrangements with other entities.

5.3. Municipality Locations. If a Municipality agrees and if it is strategically appropriate to place an EMS Response and Transport Resource at a location within Municipality and if it is approved as a Municipality contribution to the EMS System with concurrence by Municipality and County, Municipality shall allow the use of enough appropriately located space to accommodate the necessary offices, vehicle bays, and crew housing in existing Municipality property. The Municipality may provide that space through interlocal agreements with other governmental entities or other organizations in existing facilities provided by them or through acquisition of additional facilities. Funding formulas and maintenance costs should be determined cooperatively by the parties.

5.4. Maintenance of EMS Stations. If an EMS Station is opened in Municipality, the governmental entity that owns or leases the facility used as an EMS Station shall provide station facilities, facilities maintenance, utilities, and furnishings, to the minimum standards set by the County, which will generally be consistent with City of Austin standards. If Municipality is the owner of a facility used as an EMS Station and fails to maintain the building and equipment as required to comply with the minimum standards set by County and the failure results in conditions that make compliance with the service requirements under the COA-County Interlocal impossible or impracticable, then County shall notify Municipality in writing and Municipality shall promptly take action to resolve the deficiencies. If another entity is the owner of a facility used as an EMS Station and fails to maintain the building and equipment as required to comply with the minimum standards set by County and the failure results in conditions that make

compliance with the service requirements under the COA-County Interlocal impossible or impracticable, then County shall notify Municipality in writing and Municipality shall promptly take action to resolve the deficiencies with such entity. If there is a recommendation to upgrade or change an existing EMS Station owned or leased by Municipality both parties shall develop budget projections and updates during their respective budgeting processes and plans for upgrades or changes to stations shall include input from both parties before proposed budgets for these are finally approved and implemented. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide upgrades or changes to EMS Station to satisfy the municipality's obligations under this Interlocal Agreement. The governing bodies of County and Municipality must amend this Agreement related to the upgrades or changes to an EMS Station before it may be implemented.

5.5. First Responder Support. Municipality will cooperate in the development and support of a system-wide organization of first responders and assist in the promotion and recruitment of volunteers through advertising, staff support, or other means that Municipality considers appropriate and as available funds allow. Municipality may provide non-medical equipment, materials, and supplies for the first responder organization.

5.6. Coordination and Compatibility. To achieve coordination and compatibility, Municipality shall submit descriptions of any equipment which it intends to purchase for the first responder organization to the Executive Manager for review before implementation. The Executive Manager shall advise Municipality whether the equipment is compatible with the EMS System within 30 days after the description is submitted. Municipality shall modify its intended purchase, to the extent that it is financially feasible for the Municipality, if the Executive Manager advises the Municipality that it is not compatible.

VI.

ACKNOWLEDGEMENTS.

6.1. Coordination and Compatibility. Municipality acknowledges that it is very important to the interoperability and success of the system-wide first responder organization for its program to be coordinated and compatible with the EMS System.

6.2. Self Insured. Municipality acknowledges that County is self insured for some losses at the execution of this Agreement and that County does not have coverage from a commercial insurance company on most EMS Response and Transport Resources. Municipality acknowledges that County is not required to provide coverage from a commercial insurance company under this Agreement and may, at its option, discontinue any coverage from a commercial insurance company which County may have at the time of execution of this Agreement.

6.3. Right to Subcontract. Both Parties acknowledge that County and the Municipality have the right to subcontract any or all of the services they are required to provide under this Agreement to any governmental entity or non-profit organization that County and or Municipality, in their sole discretion, selects as subcontractor. At the time of execution of this Agreement, emergency medical response and transport services within Travis County are provided by the City of Austin through the COA-County Interlocal.

6.4. County Right to Contract; Helicopters. Municipality acknowledges that County may contract with other entities for use of any helicopter. All proceeds that may arise from other agreements for the use of the helicopters inure to the benefit of County.

6.5. FAA Requirements and Maintenance. Both Parties acknowledge that the operation of helicopters is regulated by the Federal Aviation Act and the regulations under it which are administered by the FAA. County ensures compliance with the FAA's requirements and therefore has the right to make all final decisions about whether any particular person is fit to be onboard a helicopter. If unforeseen maintenance requirements necessitate every helicopter being out of service at the same time, Municipality acknowledges that this occurrence does not constitute a breach of this agreement. If the FAA requires County to cease operations for any reason, Municipality acknowledges that this occurrence does not constitute a breach of this agreement.

6.6. County Right to Collect Patient Fees. Both Parties acknowledge that County may perform any reasonable activities necessary to collect fees from Patients for transport by EMS Response and Transport Resources. County may retain all fees collected. At the time of execution of this agreement, some of these services are provided in accordance with the terms of the COA-County Interlocal.

6.7. Relocation of EMS Stations. Both Parties acknowledge that EMS Station locations may be relocated upon agreement by the City of Austin Director of EMS or his designee, the EMS Medical Director, the Executive Manager, and the appropriate governing bodies, after reviewing the recommendations, if any, of the EMS Advisory Board. At the request of the County EMS Manager, an existing EMS Station may be temporarily relocated or the ambulance usually located at it may use temporary facilities until another permanent location is established.

VII. MISCELLANEOUS PROVISIONS.

7.1. Relationship of the Parties. This Agreement is based on the active participation of the Parties. Neither the execution nor the deliver of this Agreement create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically stated in this Agreement. Except as expressly agreed to in writing in this Agreement, no Party or any of its agents, officers or employees has the power to assume or create any obligation on behalf of the other Party.

7.2. Limit on Agents. No agent, official, employee or representative of a Party has the authority to amend this Agreement or waive breaches of it unless expressly granted that specific authority by the Party's governing body.

7.3. Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by both Parties that no officer, agency, employee or representative of a Party has any authority to grant such assignment unless expressly granted that authority by the Party's governing body.

7.4. Compliance with Law. Each Party shall comply with all laws, rules and regulations applicable to its performance of this Agreement

7.5. Current Revenue Funds. Each Party shall pay for its obligations under this Agreement from current revenue funds.

7.6. Limits of Liability. Municipality is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by County or its employees or agents or

subcontractors in relation to the operation or condition of any of the EMS Response and Transport Resources. County is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by Municipality or its employees or agents in relation to the operation of the EMS System or raised by any condition of the facilities or other assets of value provided by Municipality.

7.7. Shared Liability. If both County and Municipality are liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by both Municipality and County in relation to the operation of the EMS System, then Municipality and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

7.8. 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.

7.9. Assumption of Risk. Municipality bears the risk for all property losses that result from damages caused by Municipality provided facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. County bears the risk for all property losses that result from damages caused by County owned facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. Where neither party is at fault because of negligent, intentional or illegal acts each party shall bear all property losses resulting from damages to its facilities, assets of value or employees that would be covered by a commercial insurance company.

7.10. Dispute Resolution. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code.

VIII. FORMAL AMENDMENT PROCESS.

8.1. Written Notice. Any change to this Agreement shall be made in writing and signed by both Parties. It is acknowledged by each Party that no officer, agency, employee or representative of a Party has any authority to change the provisions of this Agreement, unless expressly granted that specific authority by its governing body.

8.2. Request for Amendment. Municipality must submit all requests for changes to this Agreement to Executive Manager who shall present the request for consideration by the Commissioners Court. County must submit all requests for changes to this Agreement to the Manager or the Municipality who shall present the request for consideration by the governing body.

IX. METHODS OF TERMINATION.

9.1. Annual Termination. Either Party to this Agreement may terminate its participation in this Agreement without cause effective the next September 30, by giving at least 180 days prior written notice.

9.2. Termination for Breach. Either Party may terminate its participation in this Agreement if it finds that the other Party has breached this Agreement. Before termination, the terminating Party shall provide written notice to all the other Party of any alleged breaches. Upon receipt of this notice, the breaching Party has 90 days to correct the alleged breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating Party. Failure to correct the alleged breaches or give a satisfactory explanation within 90 days, results in automatic termination of this Agreement, unless both Parties agree in writing to extend the time to cure the alleged breaches.

9.3. Mutual Termination. The Parties may terminate this Agreement when both Parties agree, in writing, (1) that the continuation of some or all of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and (2) what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.

9.4. Survival of Provisions. If this Agreement is terminated, the terms about Patient billings and payments survive the termination until each Patient account is paid.

X. NOTICE.

10.1. Written Notice. All notices sent pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return-receipt requested.

10.2. County Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

If mailed to:

County Judge, Travis County
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Executive Manager
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

If mailed to:

Executive Manager
Emergency Services
P.O. Box 1748
Austin, Texas 78767

10.3. Municipality Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

10.4.	If hand delivered to:	If mailed to:
	Village of Volente Attention: City Secretary 15403 Hill Street Volente, Texas 78641	Village of Volente Attention: City Secretary 15403 Hill Street Volente, Texas 78641

10.5. Notice to County Attorney. To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

10.6. Notice to Municipality's Attorney. To be effective against Municipality, a copy of any notice sent to Municipality must also be sent to the Municipality Attorney's office at the following address:

Tom Buckle, Attorney
Scanlon, Buckle & Young
602 West 11th Street
Austin, Texas 78701

10.7. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

10.8. Change of Address. A Party may change its address for notice under this Agreement by providing written notice of the change to the other Party in compliance with this section.

XI. INTERPRETATION OF AGREEMENT.

11.1. 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.

11.2. Entire Agreement. This is the entire agreement between the Parties regarding the subjects and terms of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to this subject matter.

11.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

11.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.

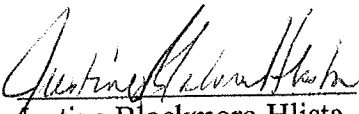
11.5. Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

11.6. Gender and Number. Words of gender used in this Agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this Agreement requires otherwise.

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

11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF VOLENTE

By: 
Justine Blackmore-Hlista
Mayor

Date: May 20, 2010

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

11.1. 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.

11.2. Entire Agreement. This is the entire agreement between the Parties regarding the subjects and terms of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to this subject matter.

11.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

11.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.

11.5. Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

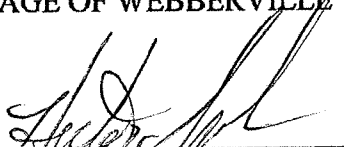
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11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF WEBBERVILLE

By:


Hector Gonzales
Mayor

Date:

7-13-10

TRAVIS COUNTY, TEXAS

By:

Samuel T. Biscoe
County Judge

Date:

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: AUGUST 3, 2010

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF MUSTANG RIDGE FOR EMERGENCY MEDICAL SERVICES:
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____
- _____
- _____
- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item
- _____ Grant
- Human Resources Department (854-9165)
- _____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- _____ Contract, Agreement, Policy & Procedure

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



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P.O. Box 1748, AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

*Medical Examiner
Dr. David Dolinak*

MEMORANDUM

*STAR Flight
Casey Ping, Program Manager*

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager, Emergency Services

Date: July 26, 2010

Subject: EMS Agreement with Small Cities and Villages

I submit for your approval the attached Emergency Medical Services Interlocal Cooperation Agreements, along with a signature page of those Small Cities and Villages that have completed their approval process. A template Agreement was approved by Court on October 6, 2009. This effort has been achieved by a working group of City Managers and City Administrators representing Small Cities and Villages ("Municipality") within Travis County, Small Cities Attorneys, and Travis County ("County") staff working together in the desire to deliver emergency medical services to the residents of Travis County by coordination and cooperation with each other.

Between October, 1998 and the end of 2001, County entered into interlocal agreements for emergency medical services and helicopter services with the municipalities in Travis County. Both determined it is mutually advantageous to make some revision to that agreement and simultaneously terminate that agreement and enter into a novation and restatement of that agreement. For those that do not have an existing agreement, this new agreement would serve as their agreement with Travis County, minus the termination language of a previous agreement. For those municipalities that have partial entry into Travis County, this new agreement would serve as their agreement with Travis County, minus the termination language of a previous agreement if they had an agreement and special language regarding service to only those areas in Travis County.

Municipality and County have both determined that it is mutually advantageous to continue having a unified, countywide system of emergency medical response and transport services operated and maintained by County and desire the continuation of effective and efficient delivery of such services to those within Travis County by coordinating with each other as parties to this Agreement.

Potential types of services and activities of the Agreement are emergency medical first response, medical direction, EMS stations, EMS transport services, First Responder support, administrative

Small City/EMS Interlocal for 2010

Total 22 municipalities

First Round all complete

City of Bee Cave
City of Jonestown
City of Lakeway
City of Manor
City of Pflugerville
City of Rollingwood
City of Sunset Valley
City of Westlake Hills
Village of the Hills

Second Round all approved and signed by municipality, awaiting Commissioner's Court approval

City of Creedmoor
City of Lago Vista
City of Mustang Ridge
Village of Briarcliff
Village of Point Venture
Village San Leanna
Village of Volente
Village of Webberville

Third Round (part of City in Travis County) (to do)

City of Cedar Park
City of Elgin
City of Leander
City of Round Rock

Original with City of Austin/ Travis County

Ordinance # 10-00287

NOVATION OF INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES BETWEEN TRAVIS COUNTY AND CITY OF MUSTANG RIDGE

This Emergency Medical Services Interlocal Cooperation Agreement ("Agreement") is entered into by the following Parties:

City of Mustang Ridge, a Type A general law municipality located within Travis County, Texas, ("Municipality"), and

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

RECITALS

Between October, 1998 and the end of 2001, County entered into Interlocal Agreements for Emergency Medical Services and Helicopter Services with the municipalities in Travis County including Municipality. Municipality and County have both determined that it is mutually advantageous to make some revisions to that agreement and simultaneously terminate that agreement and enter into this novation and restatement of that agreement.

Municipality and County have both determined that it is mutually advantageous to continue having a unified, countywide system of emergency medical response and transport services operated and maintained by County and desire the continuation of effective and efficient delivery of such services to those within Travis County by coordinating with each other as Parties to this Agreement.

County is authorized to provide the services described in this Agreement and to enter into an exclusive agreement with Municipality for these services by TEX. HEALTH & SAFETY CODE ANN. § 774.003.

Municipality and County are authorized to enter into this Agreement in all respects by TEX. GOV'T CODE ANN., ch. 791.

TERMINATION OF AGREEMENT

County and Municipality mutually agree that the Interlocal Agreement for Emergency Medical Services and Helicopter Services Between Travis County and City of Mustang Ridge previously entered into by them between October 1, 1998 and the end of 2001 is terminated effective immediately upon execution of this agreement by both parties.

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NOVATION AGREEMENT

NOW, THEREFORE, Municipality and County mutually agree as follows:

I. PURPOSE.

1.1. The purpose of this Agreement is to ensure a foundation for a unified, countywide EMS System to be coordinated by County based both on a coalition with the municipalities and emergency services districts within Travis County and on their participation in the planning of the EMS System. County may provide EMS to those portions of Municipality within Travis County either directly through use of County resources or indirectly through subcontracting with another governmental entity, such as the City of Austin, or a non-profit organization as a service provider. Municipality and other governmental entities contribute to the EMS System by providing assets of value to the EMS System, which may include tangible or intangible items.

II. TERM.

- 2.1. Initial Term. This Agreement commences on the date on which it is signed by the last Party and continues in force until the next September 30.
- 2.2. Automatic Renewal. This Agreement automatically renews on October 1 of each year for a term of one (1) year and automatically renews for terms of one (1) year each year thereafter, unless sooner terminated pursuant to Section 9 of this Agreement.

III. DEFINITIONS.

- 3.1. EMS System. "EMS System" means the governmental entities that have entered into interlocal co-operation agreements with Travis County that provide for emergency medical response and transport services within Travis County, Texas.
- 3.2. City of Mustang Ridge City Council. "City of Mustang Ridge City Council" means Municipality's governing body.
- 3.3. COA-County Interlocal. "COA-County Interlocal" means the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in September 2009 and subsequently extended annually updating financial obligations, staffing levels and similar matters.
- 3.4. Commissioners Court. "Commissioners Court" means Travis County Commissioners Court, County's governing body.
- 3.5. Executive Manager. "Executive Manager" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement. At the execution of this Agreement, this position is entitled Executive Manager, Emergency Services.

- 3.6. Day. "Day" means calendar day.

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- 3.7. District. "District" means an Emergency Services District.
- 3.8. EMS Advisory Board. "EMS Advisory Board" means the emergency services advisory group of the same name created by the COA-County Interlocal.
- 3.9. EMS Medical Director. "EMS Medical Director" means the person selected by County to provide medical direction and oversight for the EMS System. At the time of execution of this Agreement, that person is selected in compliance with the terms of the COA-County Interlocal.
- 3.10. EMS Response and Transport Resources. "EMS Response and Transport Resources" means advanced life-support EMS vehicles that are state-licensed, medically equipped, and staffed as ground ambulance vehicles or as aero-medical helicopters without regard to whether they are operated by the County, a District, or any other governmental entity that has offered use of its equipment for dispatch through the EMS System, but does not include the emergency response services provided by Medical First Responders when there is a request for assistance at the time of a fire, medical emergency or other emergent incident in Travis County.
- 3.11. EMS Station. "EMS Station" means a building where EMS Response and Transport Resources are assigned and from which such resources may respond to emergency calls.
- 3.12. ESD. "ESD" means Emergency Services District.
- 3.13. FAA. "FAA" means the Federal Aviation Administration.
- 3.14. Medical First Responder. "Medical First Responder" means any state certified or licensed person when the person (a) is providing emergency first response patient care services in Travis County, (b) satisfies all applicable Texas Department of State Health Services requirements for medical first responders, and (c) has system credentials at the appropriate level.
- 3.15. Patient. "Patient" means any person who requests or is provided emergency medical evaluation or treatment from an EMS Response and Transport Resource responding to a call to the emergency communications call-taker for emergency services.
- 3.16. STAR Flight. "*STAR Flight*" means Travis County's aero-medical and rescue program, including its helicopters and other aviation equipment, aviation management, air operations, aviation personnel, and medical and non-medical personnel.
- 3.17. STAR Flight Medical Director. "*STAR Flight* Medical Director" means the person selected by County to provide medical direction and oversight for the *STAR Flight*.

IV.**COUNTY RESPONSIBILITIES.**

- 4.1. Full-time EMS Operations. County shall operate the EMS System on a 24 hour basis, seven-days a week.
- 4.2. EMS Staffing. County shall provide appropriate, qualified, medical and non-medical personnel to staff each EMS Response and Transport Resource that is in service either directly or indirectly through contracting for services.

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4.3. EMS Dispatching. County shall ensure the dispatching of the nearest available and appropriate EMS Response and Transport Resources in response to every medical emergency call for service originating in Municipality, in accordance with the Dispatch and Utilization Protocols which are the criteria and guidelines that a dispatcher uses to determine which resources to send in response to a call for emergency services in the day to day operation of the EMS System, which includes consideration of the current location of resources, the level of assistance needed, and other demands on the resources at that time.

4.4. Medical Coordination and Oversight. County shall provide coordination of the medical aspects of patient care by Medical First Responders and EMS providers to assure compliance with the Texas Health and Safety Code, applicable Texas Department of State Health Services regulations, and Chapter 197 of the Rules of the Texas State Board of Medical Examiners either directly or indirectly through contracting for services. This includes providing medical direction and oversight through the EMS Medical Director and the *STAR Flight* Medical Director.

4.5. Joint EMS Responses. When County participates in joint responses with other governmental entities and other public safety organizations, participation shall be in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.

4.6. EMS Standards and Transport Guidelines. County shall provide emergency medical response and transport services in accordance with System Clinical Operating Guidelines and other recognized standards in a timely manner. The System Clinical Operating Guidelines are promulgated by the EMS Medical Director and the *STAR Flight* Medical Director and describe the minimum acceptable level of medical training and experience, and the emergency medical practice guidelines for EMS medical personnel; and establish other system standards; protocols; and minimum system data sets.

4.7. EMS Primary Helicopter. County shall provide and maintain at least one primary helicopter, suitable for EMS purposes, 24 hours a day, seven-days a week, for use in compliance with the *STAR Flight* Mission Statement and protocols.

4.8. EMS Reserve Helicopter. County shall provide and maintain an appropriate, backup helicopter, suitable for EMS purposes, which may be used if the primary helicopter is out of service for maintenance.

4.9. EMS Helicopter Staffing. County shall appropriately staff at least one helicopter 24 hours a day, seven-days a week in accordance with all applicable FAA regulations.

4.10. EMS Helicopter Operation and Maintenance. County shall operate and maintain the helicopters, at County's expense, in accordance with manufacturer's guidelines and applicable rules or regulations established by the FAA.

4.11. Helicopter Liability Insurance. At the time of execution of this Agreement, County has liability insurance coverage to a maximum of ten million dollars (\$10,000,000.00) for each helicopter which it provides for EMS purposes.

4.12. Patient Fees. County may charge Patients treated or transported during EMS ground or air responses within Municipality based on a fee structure approved by Commissioners Court and Austin City Council annually.

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4.13. Annual Resource Planning Meeting. County shall coordinate and hold an annual planning meeting for the EMS System among County staff, Municipal representatives, and other interested system representatives for the EMS System. The purpose of the planning meeting is to review and determine whether EMS Transport and Response Resources stationed in areas outside the City of Austin are appropriately located to meet the needs of the areas outside the City of Austin. The agenda of the meeting should include a review of usage information and response times for each EMS Station located outside the City of Austin as compared to EMS Stations within the City of Austin. While the COA-County Interlocal continues, these recommendations will consider the service needs of the areas within the City of Austin and areas located outside the City of Austin.

4.14. EMS Station Locations. County staff shall submit the recommendations developed in the annual resource planning meeting described in 4.13 to the Commissioners Court and the EMS Advisory Board for consideration and approval. If approved by the Commissioners Court, adjustments to the location of EMS Stations based upon approved recommendations developed in the annual resource planning meeting should be made if funding or other resources are available. The adjustments should be based upon the service needs of the County outside the City of Austin. Existing EMS Stations may be closed and new EMS Stations may be opened based on increases or decreases in population in various areas, failure of projected population increases to occur, or the level of call volume experienced by existing EMS Stations. Any new EMS Station shall not be placed in any municipality in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency services with County. Municipality acknowledges that, while the COA-County Interlocal or any successor Interlocal continues, the location of stations must comply with that agreement.

4.15. Standards for Stations. The County shall establish County specifications for EMS Stations that, at a minimum, ensure that each ground ambulance assigned to that station is housed in a portion of the station that: (a) is secure; (b) provides a covered, enclosed vehicle bay; (c) has 24-hour access to electricity sufficient to power the equipment located in the ambulance; and (d) has living quarters for three emergency medical service staff members. Similar Specifications may be made if temporary housing for an ambulance is needed. In this case only minimal specifications are required due to the temporary nature of the location. Any station location recommendation that involves using a facility owned or leased by Municipality is subject to its right to refuse to provide the location. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide the EMS Station to satisfy the municipality's obligation to provide a location or facility under this Interlocal Agreement.

4.16. Funding for County EMS Stations. A new EMS Station shall not be placed in any municipality in areas in Travis County outside the City of Austin unless that municipality has a current, written interlocal agreement for emergency medical services with County. If there is a recommendation to locate a new EMS Station in Municipality both parties shall develop budget projections and updates during their respective budgeting processes. Plans for new stations shall include input from both parties before proposed budgets for a new EMS Station are finally approved and implemented. Funding formulas and maintenance costs should be determined cooperatively by the parties. The governing bodies of County and Municipality must amend this Agreement related to the location, funding, and maintenance of any new EMS Station before it may be implemented.

4.17. Municipality Access to Inspect. County shall provide members of the City of Mustang Ridge City Council or their representatives with reasonable access to inspect and, at their own

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expense, copy EMS records and reports to the extent that these are not made confidential by law and are in County's possession. County shall provide members of the City of Mustang Ridge City Council or their representatives reasonable opportunity to inspect equipment, and facilities of the EMS System outside the City of Austin in the company of the Executive Manager at reasonably convenient times.

4.18. Annual EMS Status Reporting. County shall provide Municipality with an annual report of EMS operations within Municipality for the preceding year. Annual reports will be consistent with the exhibit to the COA-County Interlocal, that is entitled "Performance Measures and Reports", and include at least the following information related to County's responsibilities under this Agreement:

- The number of responses by EMS Response and Transport Resource in Municipality;
- Response time by EMS Response and Transport Resources in Municipality, where the response time is based on the interval between the time of receipt of a call to the emergency communications call-taker for emergency services and the time when the first EMS Response and Transport Resource arrives at the scene, or reports its arrival, whichever is later, and
- A system-wide comparison of response times as described above.

4.19. Geographical Extent of County Responsibility. This Agreement is not intended and shall not be construed to create any County responsibility to provide any services in any portion of Municipality that is outside the geographic boundaries of Travis County.

V.**MUNICIPALITY RESPONSIBILITIES.**

5.1. Exclusive EMS Provider. By this document Municipality grants County the exclusive right to provide emergency medical response and transport services within those portions of its corporate boundaries that are located in Travis County and from which 9-1-1 calls are routed to the Travis County call center which dispatches EMS Response and Transport Resources.

5.2. Municipality Contributions. Municipality may contribute assets of value to the EMS System as approved by Municipality and County. These assets of value may include real property, equipment, money, facilities, services, or any other tangible or intangible item judged to be an appropriate contribution. Municipality may provide its contribution either through Municipality owned assets, leased assets, or through arrangements with other entities.

5.3. Municipality Locations. If a Municipality agrees and if it is strategically appropriate to place an EMS Response and Transport Resource at a location within Municipality and if it is approved as a Municipality contribution to the EMS System with concurrence by Municipality and County, Municipality shall allow the use of enough appropriately located space to accommodate the necessary offices, vehicle bays, and crew housing in existing Municipality property. The Municipality may provide that space through interlocal agreements with other governmental entities or other organizations in existing facilities provided by them or through

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acquisition of additional facilities. Funding formulas and maintenance costs should be determined cooperatively by the parties.

5.4. Maintenance of EMS Stations. If an EMS Station is opened in Municipality, the governmental entity that owns or leases the facility used as an EMS Station shall provide station facilities, facilities maintenance, utilities, and furnishings, to the minimum standards set by the County, which will generally be consistent with City of Austin standards. If Municipality is the owner of a facility used as an EMS Station and fails to maintain the building and equipment as required to comply with the minimum standards set by County and the failure results in conditions that make compliance with the service requirements under the COA-County Interlocal impossible or impracticable, then County shall notify Municipality in writing and Municipality shall promptly take action to resolve the deficiencies. If another entity is the owner of a facility used as an EMS Station and fails to maintain the building and equipment as required to comply with the minimum standards set by County and the failure results in conditions that make compliance with the service requirements under the COA-County Interlocal impossible or impracticable, then County shall notify Municipality in writing and Municipality shall promptly take action to resolve the deficiencies with such entity. If there is a recommendation to upgrade or change an existing EMS Station owned or leased by Municipality both parties shall develop budget projections and updates during their respective budgeting processes and plans for upgrades or changes to stations shall include input from both parties before proposed budgets for these are finally approved and implemented. If a municipality is within the boundaries of an ESD, the municipality and the ESD may contract for the ESD to provide upgrades or changes to EMS Station to satisfy the municipality's obligations under this Interlocal Agreement. The governing bodies of County and Municipality must amend this Agreement related to the upgrades or changes to an EMS Station before it may be implemented.

5.5. First Responder Support. Municipality will cooperate in the development and support of a system-wide organization of first responders and assist in the promotion and recruitment of volunteers through advertising, staff support, or other means that Municipality considers appropriate and as available funds allow. Municipality may provide non-medical equipment, materials, and supplies for the first responder organization.

5.6. Coordination and Compatibility. To achieve coordination and compatibility, Municipality shall submit descriptions of any equipment which it intends to purchase for the first responder organization to the Executive Manager for review before implementation. The Executive Manager shall advise Municipality whether the equipment is compatible with the EMS System within 30 days after the description is submitted. Municipality shall modify its intended purchase, to the extent that it is financially feasible for the Municipality, if the Executive Manager advises the Municipality that it is not compatible.

VI. ACKNOWLEDGEMENTS.

6.1. Coordination and Compatibility. Municipality acknowledges that it is very important to the interoperability and success of the system-wide first responder organization for its program to be coordinated and compatible with the EMS System.

6.2. Self Insured. Municipality acknowledges that County is self insured for some losses at the execution of this Agreement and that County does not have coverage from a commercial insurance company on most EMS Response and Transport Resources. Municipality acknowledges that County is not required to provide coverage from a commercial insurance

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company under this Agreement and may, at its option, discontinue any coverage from a commercial insurance company which County may have at the time of execution of this Agreement.

6.3. Right to Subcontract. Both Parties acknowledge that County and the Municipality have the right to subcontract any or all of the services they are required to provide under this Agreement to any governmental entity or non-profit organization that County and or Municipality, in their sole discretion, selects as subcontractor. At the time of execution of this Agreement, emergency medical response and transport services within Travis County are provided by the City of Austin through the COA-County Interlocal.

6.4. County Right to Contract: Helicopters. Municipality acknowledges that County may contract with other entities for use of any helicopter. All proceeds that may arise from other agreements for the use of the helicopters inure to the benefit of County.

6.5. FAA Requirements and Maintenance. Both Parties acknowledge that the operation of helicopters is regulated by the Federal Aviation Act and the regulations under it which are administered by the FAA. County ensures compliance with the FAA's requirements and therefore has the right to make all final decisions about whether any particular person is fit to be onboard a helicopter. If unforeseen maintenance requirements necessitate every helicopter being out of service at the same time, Municipality acknowledges that this occurrence does not constitute a breach of this agreement. If the FAA requires County to cease operations for any reason, Municipality acknowledges that this occurrence does not constitute a breach of this agreement.

6.6. County Right to Collect Patient Fees. Both Parties acknowledge that County may perform any reasonable activities necessary to collect fees from Patients for transport by EMS Response and Transport Resources. County may retain all fees collected. At the time of execution of this agreement, some of these services are provided in accordance with the terms of the COA-County Interlocal.

6.7. Relocation of EMS Stations. Both Parties acknowledge that EMS Station locations may be relocated upon agreement by the City of Austin Director of EMS or his designee, the EMS Medical Director, the Executive Manager, and the appropriate governing bodies, after reviewing the recommendations, if any, of the EMS Advisory Board. At the request of the County EMS Manager, an existing EMS Station may be temporarily relocated or the ambulance usually located at it may use temporary facilities until another permanent location is established.

VII.

MISCELLANEOUS PROVISIONS.

7.1. Relationship of the Parties. This Agreement is based on the active participation of the Parties. Neither the execution nor the deliver of this Agreement create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically stated in this Agreement. Except as expressly agreed to in writing in this Agreement, no Party or any of its agents, officers or employees has the power to assume or create any obligation on behalf of the other Party.

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- 7.2. Limit on Agents. No agent, official, employee or representative of a Party has the authority to amend this Agreement or waive breaches of it unless expressly granted that specific authority by the Party's governing body.
- 7.3. Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by both Parties that no officer, agency, employee or representative of a Party has any authority to grant such assignment unless expressly granted that authority by the Party's governing body.
- 7.4. Compliance with Law. Each Party shall comply with all laws, rules and regulations applicable to its performance of this Agreement
- 7.5. Current Revenue Funds. Each Party shall pay for its obligations under this Agreement from current revenue funds.
- 7.6. Limits of Liability. Municipality is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by County or its employees or agents or subcontractors in relation to the operation or condition of any of the EMS Response and Transport Resources. County is not liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by Municipality or its employees or agents in relation to the operation of the EMS System or raised by any condition of the facilities or other assets of value provided by Municipality.
- 7.7. Shared Liability. If both County and Municipality are liable for any claims, damages, or attorney fees arising from negligent, intentional, or illegal acts by both Municipality and County in relation to the operation of the EMS System, then Municipality and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.
- 7.8. 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.
- 7.9. Assumption of Risk. Municipality bears the risk for all property losses that result from damages caused by Municipality provided facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. County bears the risk for all property losses that result from damages caused by County owned facilities, assets of value, or employees that would be covered by automobile, fire, casualty, and liability insurance coverage offered by a commercial insurance company. Where neither party is at fault because of negligent, intentional or illegal acts each party shall bear all property losses resulting from damages to its facilities, assets of value or employees that would be covered by a commercial insurance company.
- 7.10. Dispute Resolution. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code.

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VIII.

FORMAL AMENDMENT PROCESS.

8.1. Written Notice. Any change to this Agreement shall be made in writing and signed by both Parties. It is acknowledged by each Party that no officer, agency, employee or representative of a Party has any authority to change the provisions of this Agreement, unless expressly granted that specific authority by its governing body.

8.2. Request for Amendment. Municipality must submit all requests for changes to this Agreement to Executive Manager who shall present the request for consideration by the Commissioners Court. County must submit all requests for changes to this Agreement to the Manager or the Municipality who shall present the request for consideration by the governing body.

IX.

METHODS OF TERMINATION.

9.1. Annual Termination. Either Party to this Agreement may terminate its participation in this Agreement without cause effective the next September 30, by giving at least 180 days prior written notice.

9.2. Termination for Breach. Either Party may terminate its participation in this Agreement if it finds that the other Party has breached this Agreement. Before termination, the terminating Party shall provide written notice to all the other Party of any alleged breaches. Upon receipt of this notice, the breaching Party has 90 days to correct the alleged breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating Party. Failure to correct the alleged breaches or give a satisfactory explanation within 90 days, results in automatic termination of this Agreement, unless both Parties agree in writing to extend the time to cure the alleged breaches.

9.3. Mutual Termination. The Parties may terminate this Agreement when both Parties agree, in writing, (1) that the continuation of some or all of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and (2) what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.

9.4. Survival of Provisions. If this Agreement is terminated, the terms about Patient billings and payments survive the termination until each Patient account is paid.

X.

NOTICE.

10.1. Written Notice. All notices sent pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return-receipt requested.

10.2. County Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

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If hand delivered to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

If mailed to:

County Judge, Travis County
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Executive Manager
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

If mailed to:

Executive Manager
Emergency Services
P.O. Box 1748
Austin, Texas 78767

10.3. Municipality Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

10.4. If hand delivered to:

Joe Flores, Mayor
City of Mustang Ridge
12800 Highway 183 South
Buda, Texas 78610

If mailed to:

Joe Flores, Mayor
City of Mustang Ridge
12800 Highway 183 South
Buda, Texas 78610

10.5. Notice to County Attorney. To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

10.6. Notice to Municipality's Attorney. To be effective against Municipality, a copy of any notice sent to Municipality must also be sent to the Municipality Attorney's office at the following address:

Wes Ritchie, Attorney
Rash, Chapman, Schreiber and Porter LLP
2112 Rio Grande
Austin, Texas 78705

10.7. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

10.8. Change of Address. A Party may change its address for notice under this Agreement by providing written notice of the change to the other Party in compliance with this section.

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XI.

INTERPRETATION OF AGREEMENT.

11.1. 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.

11.2. Entire Agreement. This is the entire agreement between the Parties regarding the subjects and terms of this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to this subject matter.

11.3. Law. This Agreement is governed by and shall be construed in accordance with the laws of Texas and is performable in Travis County, Texas.

11.4. Severability. If any portion of this Agreement, or application of it to any person or circumstance is held invalid, illegal or unenforceable by a court of competent jurisdiction, that holding shall not affect other terms, conditions, or applications of this Agreement which shall be given effect without the invalid terms, conditions or applications.

11.5. Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

11.6. Gender and Number. Words of gender used in this Agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this Agreement requires otherwise.

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

11.8. Duplicate Originals. This document may be executed in duplicate originals.

VILLAGE OF MUSTANG RIDGE

By: Joe A. Flores
Joe Flores
Mayor

Date: 6-15-10



TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

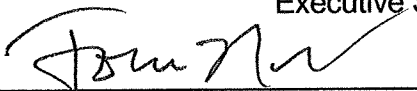
21

Travis County Commissioners Court Agenda Request #

Voting Session:

Executive Session: 8/3/10

A. Request made by:


County Attorney (T. Nuckols)

Phone # 4-9455

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

B. Requested Text: **RECEIVE BRIEFING FROM COUNTY ATTORNEY
REGARDING COUNTY REGULATORY AUTHORITY OVER
CERTAIN DEVELOPMENT ACTIVITIES. 1**

C. Approved by:

Samuel T. Biscoe, County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

- ☐ A change in your department's personnel (reclassification, 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.

10 JUL 27 PM 1:40

RECEIVED
COUNTY JUDGE'S OFFICE
10 JUL 27 PM 3:02

Travis County Commissioners Court Agenda Request

Voting Session 08/03/10
(Date)

Working Session 08/03/10
(Date)

[Signature]

I. A. Request made by: COUNTY ATTORNEY EAC Phone # 854-9513

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

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND CONSIDER HIRING OUTSIDE COUNSEL AND/OR TAKE APPROPRIATE ACTION IN; JANE DOE V. RICHARD "DICK" FURRS. NO. A-10-CA-00504-LY (REQUESTED BY COUNTY ATTORNEY) (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T. CODE ANN SECTION 551.071

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

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

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

Dan Mansour, Risk Management, 854-9499

Danny Thomas, Constable, Pct. 1, 854-7510

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9513)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

August 2, 2010

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE SECURITY COMMITTEE RECOMMENDATIONS FOR CIVIL COURTS. ¹

(Executive Session Pursuant to Gov't Code Ann Section 551.076 security).

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.

Travis County Commissioners Court Agenda Request

C3

Voting Session Tuesday, August 3, 2010 Work Session _____
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of July 20, 2010**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

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MINUTES OF MEETING JULY 20, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 20th day of July 2010, the Commissioners' Court convened the Voting Session at 9:13 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Commissioners Court retired to Executive Session at 11:15 AM.

The Commissioners Court reconvened the Voting Session at 12:44 PM.

The Commissioners Court adjourned the Voting Session at 12:47 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 12:47 PM and adjourned at 12:47 PM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 12:47 PM and adjourned at 12:48 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Maurice Priest, Travis County Resident; Tracey Calloway, Interim Director, Human Resources Management Department (HRMD); and Ronnie Gjemre, Travis County Resident. (9:13 AM)

CONSENT ITEMS

Motion by Judge Biscoe and seconded by Commissioner Huber to approve the following Consent Items: C1-C3 and Items 3, 4, 5, 9, 12, and 17. (9:24 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF JULY 6, 2010.

RESOLUTIONS AND PROCLAMATIONS

- 1. APPROVE PROCLAMATION RECOGNIZING THE WEEK OF JULY 18 THROUGH 24, 2010 AS PROBATION, PAROLE AND COMMUNITY SUPERVISION WEEK. (9:25 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); Estella Medina, Chief Juvenile Probation Officer; Dr Geraldine Nagy, Director, Adult Probation, Community Supervision and Corrections Department (CSCD); and Marcus Ramirez, Texas Department of Criminal Justice.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the Proclamation in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

2. **APPROVE PROCLAMATION RECOGNIZING THE RETIREMENT OF VENNIE DAVIS IN CRIMINAL JUSTICE PLANNING, JUSTICE AND PUBLIC SAFETY DIVISION. (9:31 AM)**

Members of the Court heard from: Roger Jefferies, Executive Manager, JPS; Danny Hobby, Executive Manager, Travis County Emergency Services; and Vennie Davis, Budget Analyst, CJP.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the Proclamation in Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

3. **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 \$1,041,661.52 FOR THE PERIOD OF JULY 2, 2010 TO JULY 8, 2010. (9:24 AM)**

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. **CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:24 AM)**

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON APPROVAL OF A LICENSE AGREEMENT WITH T&S REAL PROPERTY, LTD., TO INSTALL A GROUNDWATER MONITORING WELL AND BURIED WATER TRANSFER PIPE ON COUNTY PROPERTY AT 5021 EAST CESAR CHAVEZ STREET.
(9:24 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REVISIONS TO THE FOLLOWING CHAPTERS OF THE TRAVIS COUNTY CODE REGARDING HUMAN RESOURCES MANAGEMENT POLICIES: (9:41 AM)

- A. CHAPTER 9 – HUMAN RESOURCES POLICIES AND PROCEDURES FOR COUNTY EMPLOYEES WHO WORK FOR COMMISSIONERS COURT;
AND

- B. CHAPTER 15 – DRUG AND ALCOHOL POLICY.

Clerk's Note: Items 6.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Tracey Calloway, Interim Director, HRMD; Dan Mansour, Risk and Benefits Manager, HRMD; Ronnie Gjemre, Travis County Resident; and Barbara Wilson, Assistant County Attorney.

Discussion only. No formal action taken.

Items 6.A&B to be reposted on July 27, 2010.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON SMOKING CESSATION PROGRAM FOR TRAVIS COUNTY EMPLOYEES: (9:13 AM)

- A. APPROVE PARTNERSHIP WITH DR. GARY ELKINS (BAYLOR UNIVERSITY) FOR YEAR ONE OF A TWO-YEAR PILOT PROGRAM/STUDY OF HYPNOTHERAPY FOR SMOKING CESSATION;
AND

- B. A REQUEST TO APPROVE \$12,050 FOR FUNDING YEAR ONE FROM THE WELLNESS BUDGET.

Items 7.A&B pulled from the Agenda.

8. **CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CHANGES TO THE EXPOSITION CENTER RATE SCHEDULE FOR TABLES, CHAIRS AND PICNIC TABLES. (11:12 AM)**

Members of the Court heard from: Roger El Khoury, Director, Facilities Management.

Motion by Commissioner Huber and seconded by Judge Biscoe to approve Item 8.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

JUSTICE AND PUBLIC SAFETY ITEMS

9. **CONSIDER AND TAKE APPROPRIATE ACTION TO RATIFY A REQUEST TO TEXAS MILITARY FORCES FOR RENEWAL OF A MEMORANDUM OF AGREEMENT FOR ONE ADDITIONAL TERM TO ALLOW A SECURE LANDING ZONE AT CAMP MABRY FOR STAR FLIGHT AIRCRAFT DURING RESCUE OPERATIONS. (9:24 AM)**

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

10. APPROVE CONTRACT AWARD FOR THE PROVISION OF DENTAL SERVICES FOR A DENTAL HEALTH MAINTENANCE ORGANIZATION (DHMO), MAXIMUM ALLOWABLE CHARGE (MAC) AND PREFERRED PROVIDER ORGANIZATION (PPO) PLANS FOR TRAVIS COUNTY EMPLOYEES, RFP NO. P100123OJ, TO ASSURANT, INC. (11:14 AM)

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, HRMD; and Barbara Wilson, Assistant County Attorney.

Motion by Commissioner Davis and seconded by Commissioner Huber to approve Item 10.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

HEALTH AND HUMAN SERVICES DEPT. ITEMS

11. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO APPROVE THE AMENDED CITIZEN PARTICIPATION PLAN RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED THROUGH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (11:10 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS).

Motion by Commissioner Huber and seconded by Commissioner Davis to approve Item 11.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

12. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE RENEWAL OF HOST AGENCY AGREEMENT WITH AARP FOUNDATION FOR SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM. (9:24 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. RECEIVE AND DISCUSS A PRESENTATION FROM CENTRAL HEALTH AND COMMUNITYCARE ON THE FOLLOWING: (10:06 AM)
- A. CENTRAL HEALTH'S FIVE-YEAR REPORT CARD;
 - B. CENTRAL HEALTH'S COMMUNITY PLANNING INITIATIVE, CENTRAL HEALTH CONNECTION;
 - C. SERVICE EXPANSION BY CENTRAL HEALTH AND COMMUNITYCARE; AND
 - D. CENTRAL HEALTH'S FISCAL YEAR 2011 PRELIMINARY BUDGET DIRECTION.

Clerk's Note: Items 13.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Christie Garbe, Chief Communications and Planning Officer, Central Health; John Stevens, Chief Financial Officer (CFO), Central Health; Larry Wallace, Chief Service Delivery Officer; Central Health; David Vliet, Chief Executive Officer, CommunityCare; Leslee Froehlich, Chief Operations Officer, CommunityCare; and Trish Young, President and Chief Executive Officer, Central Health.

Discussion only. No formal action taken.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST BY CENTRAL HEALTH PURSUANT TO SECTION 281.106 OF THE HEALTH AND SAFETY CODE FOR APPROVAL TO ISSUE CERTIFICATES OF OBLIGATION IN ACCORDANCE WITH SUBCHAPTER C, CHAPTER 271, LOCAL GOVERNMENT CODE, FOR DISTRICT PURPOSES. (10:55 AM)

Members of the Court heard from: John Stevens, CFO, Central Health; Trish Young, President and Chief Executive Officer, Central Health; and Ladd Pattillo, Travis County Financial Adviser.

Discussion only. No formal action taken.

Item 14 to be reposted on August 3, 2010.

PLANNING AND BUDGET DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:52 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Danny Thomas, Constable Precinct 1; and Sergeant Knox, Deputy, Constable Precinct 1.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 15.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(11:09 AM)

- A. ANNUAL GRANT CONTRACT WITH THE OFFICE OF ATTORNEY GENERAL OF TEXAS FOR THE INFORMATION AND TELECOMMUNICATIONS DEPARTMENT TO BE REIMBURSED FOR COSTS ASSOCIATED WITH TRAVIS COUNTY'S CONTINUING PARTICIPATION IN THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE;
- B. ANNUAL GRANT CONTRACT WITH THE AUTO BURGLARY AND THEFT PREVENTION AUTHORITY TO CONTINUE THE SHERIFF'S COMBINED AUTO THEFT TASK FORCE PROGRAM IN THE SHERIFF'S DEPARTMENT; AND
- C. PERMISSION TO CONTINUE THE AMERICORPS GRANT PROGRAM IN THE HEALTH AND HUMAN SERVICES DEPARTMENT UNTIL A NEW GRANT AWARD IS RECEIVED FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE.

Clerk's Note: Items 16.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Commissioner Huber and seconded by Commissioner Davis to approve Items 16.A-C.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

OTHER ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ACCEPTANCE OF A DONATED BELGIAN MALINOIS K-9 NAMED SUTTON, TO BE USED AS A POLICE SERVICE K-9 IN THE TRAVIS COUNTY SHERIFF'S OFFICE. (9:24 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT TO PURCHASE CONTRACT WITH INDEPENDENT BANK OF AUSTIN, SSB IN CONNECTION WITH THE BALCONES CANYONLANDS CONSERVATION PLAN. ^{1 AND 2} (11:15 AM) (12:44 PM)

Clerk's Note: Judge Biscoe announced that Item 18 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Huber that we approve the proposed amendment.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

19. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING LEASE AGREEMENTS AT 700 LAVACA: (11:15 AM) (12:45 PM)
- A. TEXAS CHARTER SCHOOLS ASSOCIATION;
 - B. SHEPPARD, HOUP AND DWORIN LAW FIRM; AND
 - C. CITY OF AUSTIN. ^{1 AND 2}

Clerk's Note: Judge Biscoe announced that Items 19.A-C would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: The Court discussed Item 19.A - Texas Charter Schools Association.

Motion by Judge Biscoe and seconded by Commissioner Huber that we approve the request from the Texas Charter Schools Association, that's for additional space under the contract.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The Court discussed Item 19.C – City of Austin.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize Staff to negotiate with the City Of Austin on their space over there and our needs, and that they report back to us as appropriate.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Item 19.B discussion only. No formal action taken.

Item 19.B to be reposted on August 3, 2010.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL RECEIVED FROM AT&T TO INSTALL A DISTRIBUTED ANTENNA SYSTEM AT THE TRAVIS COUNTY EXPOSITION CENTER. ^{1 AND 2} (11:15 AM) (12:46 PM)

Clerk's Note: Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Davis that we simply authorize the proposing party, tell that person that it's a complicated matter, that the Commissioners Court needs to take additional time to sort through it, and we will get back with them at the appropriate time.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

21. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2} (11:15 AM) (12:46 PM)

Clerk's Note: Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTS AND CLAIMS REGARDING THE CENTRAL TEXAS HUNTING, FISHING AND OUTDOOR EXPO AT THE TRAVIS COUNTY EXPO CENTER, INCLUDING THE FOLLOWING: (11:15 AM) (12:46 PM)
- A. DEAD MAN'S PASS RANCH, L.L.C.;
 - B. SALES R US, INC.; AND
 - C. A'LURE FISHING BOXES. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

Clerk's Note: Items A1.A-C are associated with one another and were called for concurrent discussion.

Discussion only. No formal action taken.

Items A1.A-C to be reposted on July 27, 2010.

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session. (12:47 PM)

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	absent
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C4

Travis County Commissioners Court Agenda Request

Voting Session 8/3/2010
(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: Consider and Take Appropriate Action on a Request to Set a Public Hearing on August 31, 2010, to Receive Comment on Variance Requests under Chapter 62 and Chapter 64 of the Travis County Code by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site.
- C. Approved by: Margaret J. Gomez
Margaret Gomez, Commissioner, Precinct 4
- 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:
- 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. Send a copy of the Agenda Request and backup to the following:
Stacey Scheffel, Floodplain Administer
Jon White, NREQ Director, TNR
Anna Bowlin, Dir. Development Services
Tom Nuckols, Co. Attorney's Office
Tom Weber, Env. Quality Program Mgr
- III. Required Authorizations: Please check if applicable:
____ Reduced 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)
X 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 Monday for the following week's meeting. Late or incomplete requests will be deferred.

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

August 3, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Synagro of Texas – CDR, Inc., Application No. 10-0118

Proposed Motion: Consider and Take Appropriate Action on a Request to Set a Public Hearing on August 31, 2010, to Receive Public Comment on Variance Requests under Chapter 62 and Chapter 64 of the Travis County Code by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site.

Summary and Staff Recommendations: TNR requests the setting of a public hearing to receive public comment on variance requests by Synagro of Texas – CDR, Inc. Synagro seeks to land apply sewage sludge, a byproduct from municipal wastewater treatment, onto agricultural pastureland in Precinct 4, south of Richards Drive near the community of Garfield. The properties proposed for land application total approximately 435 acres and are owned by local property owners who are providing Synagro access and permission to apply the sludge. Synagro requests variances to land apply sewage sludge closer than the setback to individual residences and the floodplain. Synagro does not propose to construct any structure on the site.

Background: A variance from a setback from an individual residence (facility must be 1500 feet from an individual residence per Sec. 62.004) must be consistent with Chapter 62 of the Travis County Code. In accordance with Sec. 62.007(d), Travis County shall issue a variance order authorizing, and specially designating as an appropriate land use, the processing and disposal of solid waste in the area if certain requirements are met: (1) it is impractical to meet the siting criteria established; (2) there are adequate assurances from the operator that the activity will protect health, safety, and welfare on persons, property, and natural resources, and (3) the facility will provide an overall public benefit in light of solid waste management needs of the CAPCOG region.

A variance from a setback from a floodplain (facility must be 500 feet outside the boundary of the 100-year floodplain per Sec. 64.222) must be consistent with Chapter 64 of the Travis County Code. In accordance with Sec. 64.223(c), Travis County may issue a variance when (1)

Synagro of Texas – CDR, Inc.
TNR Application No. 10-0118
August 3, 2010
Page 2 of 2

the facility meets all other regulations of this chapter; (2) no alternative site is available to the applicant; (3) due to special conditions, the requirement of Sec. 64.222 would result in an unusual hardship on the applicant; and (4) all necessary measures will be imposed upon and necessary measures taken by the applicant to protect public health and safety.

In accordance with Sec. 62.007(b)(5), TNR verified that Synagro posted signs prominently in two locations adjacent to the proposed site. Written notice of the variance requests were mailed to all property owners within 1500 feet of the proposed site, and to homeowner associations known in the area. The signs and letter specified the opportunity to provide comments within a 30-day period of time. In response, TNR received several telephone calls of inquiry, 27 letters of protest, and a neighborhood petition signed by 58 households also protesting the variance.

Issues and Opportunities: None identified

Budgetary and Fiscal Impacts: None identified

cc: Jon A. White, NREQ Division Dir.
Thomas Weber, Environmental Quality Program Mgr.
Anna Bowlin, Dir., Development Services
Stacey Scheffel, Floodplain Administrator
County Attorney's Office

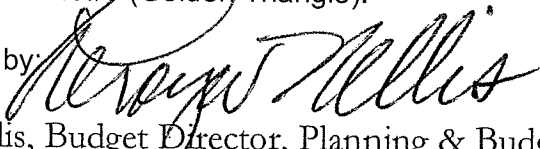
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Northwest Travis County
Road District #3 (Golden Triangle):

August 3, 2010

I. A. Request made by:


Leroy W. Nellis, Budget Director, Planning & Budget (ext. 9066)

Consider and take appropriate action on recommended maximum tax rate and proposed FY 11 Road District budget.

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.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

**BACK-UP MATERIAL FOR AGENDA ITEM FOR THE NORTHWEST TRAVIS
COUNTY ROAD DISTRICT #3 MEETING ON AUGUST 3**

July 28, 2010

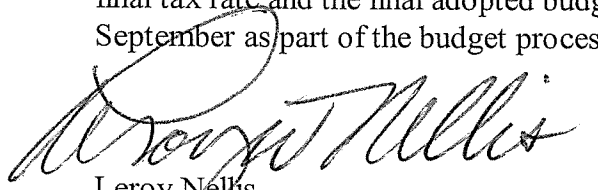
To: Board of Directors of the Northwest Travis County Road District #3

Re: Approval of Maximum Tax Rate and Proposed FY 11 Road District Budget

Enclosed for your approval is the proposed maximum Tax Rate analysis. This material is based on: (a) the Certified Appraised Values for the Northwest Travis County Road District, obtained from TCAD, and on (b) the enclosed 2010 Tax Rate Study provided by Ladd Pattillo, Financial Advisor. Certified taxable value has decreased from \$465,714,448 to \$386,985,715, a decrease of 16.9%. I am also enclosing the Road district Tax Rate Summary and the one page budget, compiled by the Tax Office.

As you know, the only expense of the Road District is debt service, plus related fees. The total debt service for FY 11 is \$618,381.24. Ladd Pattillo has prepared the attached Tax Rate Study for your review and as part of setting the tax rate for FY 11. The Beginning Fund Balance for the District is estimated at \$275,217.20. Based upon the decrease in property value, Mr. Pattillo believes that it is prudent to establish the tax rate at \$0.1450, and PBO concurs with Mr. Pattillo. The current tax rate is \$0.1250, and the debt obligations for the Road District will be over in three more years.

Pursuant to State law, you must set the debt service tax rate prior to the required publication of the Effective Tax Rate calculations in August. You are being asked to set the debt service tax rate for FY 11 and approve a proposed FY 11 budget at your August 3 meeting. Approval of the final tax rate and the final adopted budget will be submitted to the Board of Directors in September as part of the budget process.


Leroy Nellis
Budget Manager, Planning and Budget

Cc: Rodney Rhoades
Ladd Pattillo
Jessica Rio

Dusty Knight
Susan Spataro

Tien Dao
Sean O'Neal

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
Tom Granger
Chairperson
Richard Lavine
Vice Chairperson
Nash Martinez
Secretary/Treasurer



Patrick Brown
Chief Appraiser

BOARD MEMBERS
James Adkins
Tom Buckle
Kristoffer S. Lands
Joan Kunkel
Eleanor Powell
Nelda Wells Spears
Blanca Zamora-Garcia

NWTCRD #3 GOLDEN TRIANGLE
THE HONORABLE SAM BISCOE
P.O. BOX 1748
AUSTIN, TX 78767

July 20, 2010

CERTIFICATION OF 2010 APPRAISED VALUES

NWTCRD #3 GOLDEN TRIANGLE

JURIS. NO. 78

1113

I, PATRICK BROWN, CHIEF APPRAISER OF THE TRAVIS CENTRAL APPRAISAL DISTRICT, HEREBY CERTIFY THAT THE 2010 APPRAISED VALUE FOR THIS JURISDICTION IS:

APPROVED APPRAISAL ROLL		PROPERTY IN PROTEST PROCESS	
NUMBER OF ACCOUNTS	MARKET VALUES	NUMBER OF ACCOUNTS	MARKET VALUES
39	301,129,171	4	24,137,261
164	72,692,345	5	1,363,644
203	373,821,516	9	25,500,905
EXEMPTIONS			
NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS	NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS
	0		0
	0		0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
3	605,870	0	0
12	420	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
373,215,226	NET AFTER EXEMPTIONS		25,500,905

CHIEF APPRAISER'S OPINION OF VALUE IN PROTEST:

13,770,489

Patrick Brown

NET TAXABLE VALUE:

386,985,715

PATRICK BROWN
CHIEF APPRAISER

P O Box 149012

8314 Cross Park Drive

Austin, Texas 78714-9012

(512) 834-9317

WWW.TRAVISCAD.ORG

TDD (512) 836-3328

Fax (512) 835-5371

2010 CERTIFICATION INFORMATION
NW TR CO RD DIST 3 GLDN TRI

Juris: 78
Entity ID: 1113

A. 2009 total taxable value	465,714,448
B. 2009 tax ceilings	0
C. 2009 taxable value lost because of court appeals	0
D. The amount of taxable value lost due to deannexation since Jan 1, 2009	0
E. The amount exempt for the first time in 2010	5,016,272
F. The amount of 2009 taxable value lost due to new productivity valuation in 2010	0
G. The amount of 2010 taxable value exempted for pollution control	0
H. 2010 tax ceilings	0
I. The amount of taxable value added to the roll since Jan 1, 2009 by annexation	0
J. The 2010 value of new improvements added to the appraisal roll since Jan 1, 2009	81,373
K. 2010 average appraised value of properties with a homestead exemption	0
L. 2010 average taxable value of properties with a homestead exemption	0
M. 2009 average appraised value of properties with a homestead exemption	0
N. 2009 average taxable value of properties with a homestead exemption	0
O. 2010 tax base reduction due to frozen taxes	0
P. 2010 Over-65 collectible levy	0

2010 Total appraised value of all property	399,322,421
2010 Total appraised value of all new property	81,373
2010 Total taxable value of all property	386,985,715
2010 Total taxable value of all new property	81,373

2009 Total appraised value of all property	467,040,945
2009 Total appraised value of all new property	9,267,111
2009 Total taxable value of all property	465,714,448
2009 Total taxable value of all new property	9,267,111

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 (GOLDEN TRIANGLE)

2010 TAX RATE STUDY

NO GROWTH

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Tax Income (e)	Cash Cont	Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2011	275,217	2010	386,985,715	0.1450	561,129			1,248	837,594	618,381	219,213	35.16%
2	2012	219,213	2011	386,985,715	0.1450	561,129			1,033	781,375	623,506	157,869	25.38%
3	2013	157,869	2012	386,985,715	0.1450	561,129			909	719,908	622,000	97,908	15.69%
4	2014	97,908	2013	386,985,715	0.1450	561,129			790	659,827	624,000	35,827	

ASSUMPTIONS:

(a) Estimated I & S Fund Balance for 9/30/10	\$275,217
(b) Investment Rate Estimated at	0.20%
(c) 2009 Certified Taxable Value as of July 20, 2010 by the Travis Central Appraisal District	\$386,985,715
(d) Assessed Value Growth	0.00%
(e) Tax Collections Estimated Rate	100.00%
(f) March 1 Interest Payment	\$78,666

Tax Income Distribution:

December	25%
January	35%
February	35%
March	5%

Prepared By: D. Ladd Pattillo & Associates, Inc. - Austin, Texas
07/28/10

2010 Truth in Taxation Calculations
Northwest Travis County Road District # 3

Data Input Page
July 20, 2010

A. 2010 PROPERTY VALUES:	CERTIFIED VALUE.....	\$	373,215,226
	PROTESTED VALUE.....	\$	13,770,489
	UNLISTED VALUE.....	\$	0
	2010 TOTAL TAXABLE VALUE.....	\$	386,985,715
B. 2009 TOTAL TAXABLE VALUE.....		\$	465,714,448
C. 2009 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
D. 2009 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	0
E. 2009 DEANNEXED TAX VALUE.....		\$	0
F. 2009 TAXABLE VALUE BECOMING EXEMPT IN 2010.....		\$	5,016,272
G. 2009 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
H. 2010 TAXABLE VALUE POLLUTION CONTROL EXEMPTION		\$	0
I. 2010 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
J. 2010 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2009.....		\$	0
K. 2010 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2009.....		\$	81,373
L. 2009 TAX RATES.....M & O.....		\$	0.0000 /\$100
	I & S.....	\$	0.1250 /\$100
	TOTAL TAX RATE.....	\$	0.1250 /\$100
M. M&O YEAR END FUND BALANCE.....		\$	0
N. I&S YEAR END FUND BALANCE.....		\$	275,217
O. 2010 TOTAL DEBT SERVICE NEEDED.....		\$	618,381.24
	AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
	AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
	ADJUSTED 2010 DEBT SERVICE.....	\$	618,381.24
P. 2009 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
Q. CERTIFIED 2010 ANTICIPATED COLLECTION RATE.....		%	100.00%
R. FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
S. REFUNDS FOR TAX YEARS PRIOR TO 2009.....		\$	0.00
	M&O PORTION.....	\$	0.00
T. TCEQ CERTIFIED POLLUTION CONTROL EXPENSES.....		\$	0
U. 2009 TAXES IN TAX INCREMENT FINANCING (TIF).....		\$	0
V. TIF CAPTURED APPRAISED VALUE.....		\$	0
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES.....		\$	0
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE		\$	0

Effective Tax Rate	0.1488
Effective M & O Tax Rate	0.0000
Rollback M & O Tax Rate	0.0000
Debt Rate	0.1450
Schedule A Funds Needed for Above Debt Rate	57,251.95
Debt Rate Reduction Using Above Schedule A Funds	0.0147

Roll Back Rate: 0.1450

Hearing Limit Rate* 0.1450
*Lower of Rollback Rate or Effective Rate

Statement of Increase/Decrease: DECREASE by 6,308

Maximum Small Taxing Unit Rate = 0.1292

Northwest Travis County Road District # 3

July 20, 2010

**NOTICE OF EFFECTIVE TAX RATE,
ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SERVICE**

I, Nelda Wells Spears, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2010 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

LAST YEAR'S TAX RATE:

Last year's operating taxes.....	\$	0.00
+ Last year's debt taxes.....	\$	582,143.06
= Last year's total taxes.....	\$	582,143.06
/ Last year's tax base.....	\$	465,714,448
= Last year's total tax rate.....	\$	0.1250 /\$100

THIS YEAR'S EFFECTIVE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property).....	\$	575,872.72
/ This year's adjusted tax base (after subtracting value of new property)	\$	386,904,342
= This year's effective tax rate.....	\$	0.1488 /\$100
(Maximum rate unless unit publishes notices and holds hearings.)		

THIS YEAR'S ROLLBACK TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....			\$	0.00
/ This year's adjusted tax base.....	\$	386,904,342		
= This year's effective operating rate.....	\$	0.0000 /\$100		
x 1.08 = This year's maximum operating rate.....	\$	0.0000 /\$100		
+ This year's debt rate.....	\$	0.1450 /\$100		
= This year's rollback rate.....	\$	0.1450 /\$100		

Statement of Increase/Decrease

If Northwest Travis County Road District # 3

adopts a 2010 tax rate equal to the effective tax rate of.....	\$	0.1488
per \$100 of value, taxes would.....	DECREASE	
compared to 2009 taxes by.....	\$	6,308

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Maintenance & Operations	\$	0
Interest & Sinking (Debt)	\$	275,217
Total	\$	275,217

Schedule B, 2010 Debt Service, Parts 1 and 2, are attached

Nelda Wells Spears, RTA
Travis County Tax Assessor-Collector

Prepared By: _____
Tien Dao, RTA

Northwest Travis County Road District # 3

Page 2

Schedule B, 2010 Debt Services, Part 1

July 20, 2010

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
Unlimited Tax Refunding Bonds, Series 2005	530,000.00	88,381.24		618,381.24
TOTALS	530,000.00	88,381.24	0.00	618,381.24

Northwest Travis County Road District # 3

Page 3

Schedule B, 2010 Debt Service, Part 2

July 20, 2010

Total Required for 2010 Debt Service.....	\$	618,381.24
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2010.....	\$	618,381.24
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2010.....	\$	0.00
= Total Debt Levy.....	\$	618,381.24

Northwest Travis County Road District # 3

Fiscal Year 2011

Tax Year 2010

Budget

Estimated Available Balances & Debt Service Fund Requirements

Beginning Fund Balance	\$275,217.20
------------------------	--------------

Revenues:

Current Taxes	\$561,129.00	
Delinquent Taxes	\$600.00	
Interest Revenue	<u>\$1,248.00</u>	
Total Revenues		\$562,977.00

Expenditures:

Principal	\$530,000.00	
Interest	\$88,381.24	
Paying Agent Fees	\$300.00	
Appraisal District Fees	<u>\$4,000.00</u>	
Total Expenditures		\$622,681.24

Ending Fund Balance	<u>\$215,512.96</u>
---------------------	---------------------

Northwest Travis County Road District # 3

Fiscal Year 2011
Tax Year 2010
Tax Rate

	Total Required for 2010 Debt Service.....\$	\$618,381.24
-	Amount paid from reserves (beginning balance.....\$	57,251.95
-	Excess collections last year.....\$	\$0.00
=	Total to be paid from taxes in 2010.....\$	\$561,129.29
	Anticipated Collection Rate.....	100.00%
+	Amount added in anticipation that the unit will collect only the above % of its taxes in 2010.....\$	\$0.00
=	Total Debt Service Levy.....\$	\$561,129.29
/	2010 Total Taxable Value.....\$	386,985,715
=	2010 Tax Rate.....\$	0.1450 /\$100

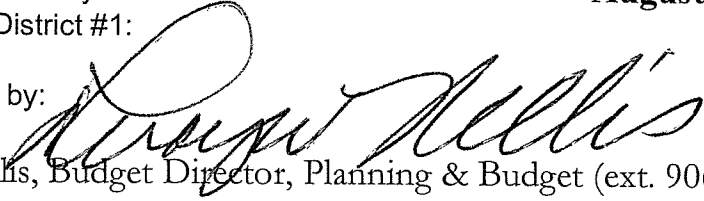
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Travis County Bee Cave
Road District #1:

August 3, 2010

I. A. Request made by:


Leroy W. Nellis, Budget Director, Planning & Budget (ext. 9066)

Consider and take appropriate action on recommended maximum tax rate and proposed FY 11 Road District budget.

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.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

**BACK-UP MATERIAL FOR AGENDA ITEM FOR THE TRAVIS COUNTY BEE CAVE
ROAD DISTRICT #1 MEETING ON AUGUST 3, 2010**

July 28, 2010

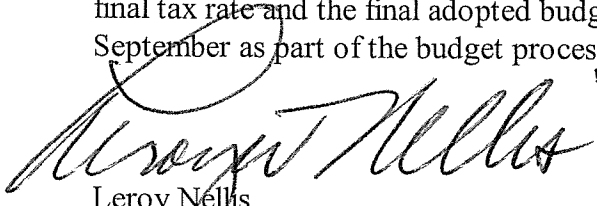
To: Board of Directors of the Travis County Bee Cave Road District #1

Re: Approval of Maximum Tax Rate and Proposed FY 11 Road District Budget

Enclosed for your approval is the proposed maximum Tax Rate analysis. This material is based on: (a) the Certified Appraised Values for the Travis County Bee Cave Road District #1, obtained from TCAD, and on (b) the enclosed 2010 Tax Rate Study provided by Ladd Pattillo, Financial Advisor. Certified taxable value has decreased from \$159,346,895 to \$119,192,152, a decrease of 25.2%. I am also enclosing the Road district Tax Rate Summary and the one page budget, compiled by the Tax Office.

As you know, the only expense of the Road District is debt service, plus related fees. The total debt service for FY 11 is \$1,126,331.26. Ladd Pattillo has prepared the attached Tax Rate Study for your review and as part of setting the tax rate for FY 11. The Beginning Fund Balance for the District is estimated at \$391,310.25. Based upon the decrease in property value, Mr. Pattillo believes that it is prudent to establish the tax rate at \$0.89, and PBO concurs with Mr. Pattillo. The current tax rate is \$0.6984.

Pursuant to State law, you must set the debt service tax rate prior to the required publication of the Effective Tax Rate calculations in August. You are being asked to set the debt service tax rate for FY 11 and approve a proposed FY 11 budget at your August 3 meeting. Approval of the final tax rate and the final adopted budget will be submitted to the Board of Directors in September as part of the budget process.


Leroy Nellis
Budget Director, Planning and Budget

Cc: Rodney Rhoades
Ladd Pattillo
Jessica Rio

Dusty Knight
Susan Spataro

Tien Dao
Sean O'Neal

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

TOM GRANGER
CHAIRPERSON
RICHARD LAVINE
VICE CHAIRPERSON
NASH MARTINEZ
SECRETARY/TREASURER



PATRICK BROWN
CHIEF APPRAISER

BOARD MEMBERS

JAMES ADKINS
TOM BUCKLE
KRISTOFFER S. LANDS
JOAN KUNKEL
ELEANOR POWELL
NELDA WELLS SPEARS
BLANCA ZAMORA-GARCIA

TRAVIS CO. BEE CAVE RD DISTRICT 1
701 BRAZOS #400
AUSTIN, TX 78701

7/20/2010

CERTIFICATION OF 2010 APPRAISED VALUES

TRAVIS CO. BEE CAVE RD DISTRICT 1

JURIS. NO. 8L

1389381

I, PATRICK BROWN, CHIEF APPRAISER OF THE TRAVIS CENTRAL APPRAISAL DISTRICT HEREBY CERTIFY THAT THE 2010 APPRAISED VALUED FOR THIS JURISDICTION IS:

APPROVED APPRAISAL ROLL		PROPERTY IN PROTEST PROCESS	
NUMBER OF ACCOUNTS	MARKET VALUES	NUMBER OF ACCOUNTS	MARKET VALUES
23	99,284,609	3	56,485
90	19,918,899	3	499,097
113	119,203,508	6	555,582
	REAL PROPERTY		
	PERSONAL PROPERTY		
	TOTAL		

EXEMPTIONS			
NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS	NUMBER OF ACCOUNT	EXEMPTION AMOUNTS
	0		0
	0		0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
2	11,356	1	46,758
1	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
	119,192,152		508,824
	NET AFTER EXEMPTIONS		

CHIEF APPRAISER'S OPINION OF VALUE IN PROTEST:

0

Patrick Brown

NET TAXABLE VALUE

119,192,152

PATRICK BROWN
CHIEF APPRAISER

P.O. BOX 149012

8314 CROSS PARK DRIVE

AUSTIN, TEXAS 78714-9012

(512) 834 9317

WWW.TRAVISCAD.ORG

TDD (512) 836-3328

FAX (512) 835-5371

2010 CERTIFICATION INFORMATION
 TRAVIS CO BEE CAVE ROAD DIST NO 1

Juris: 8L
 Entity ID: 1389381

A. 2009 total taxable value	159,346,895
B. 2009 tax ceilings	0
C. 2009 taxable value lost because of court appeals	0
D. The amount of taxable value lost due to deannexation since Jan 1, 2009	0
E. The amount exempt for the first time in 2010	50,493
F. The amount of 2009 taxable value lost due to new productivity valuation in 2010	0
G. The amount of 2010 taxable value exempted for pollution control	0
H. 2010 tax ceilings	0
I. The amount of taxable value added to the roll since Jan 1, 2009 by annexation	0
J. The 2010 value of new improvements added to the appraisal roll since Jan 1, 2009	23,848,246
K. 2010 average appraised value of properties with a homestead exemption	
L. 2010 average taxable value of properties with a homestead exemption	
M. 2009 average appraised value of properties with a homestead exemption	
N. 2009 average taxable value of properties with a homestead exemption	
O. 2010 tax base reduction due to frozen taxes	0
P. 2010 Over-65 collectible levy	0

2010 Total appraised value of all property	119,759,090
2010 Total appraised value of all new property	23,848,246
2010 Total taxable value of all property	119,192,152
2010 Total taxable value of all new property	23,848,246

2009 Total appraised value of all property	159,358,251
2009 Total appraised value of all new property	41,373,745
2009 Total taxable value of all property	159,346,895
2009 Total taxable value of all new property	33,839,225

**TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1
2010 TAX RATE STUDY**

NO GROWTH

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Tax Income (e)	Cash Cont	Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2011	391,310	2010	119,192,152	0.8900	1,039,594			1,846	1,432,750	1,126,331	306,419	26.98%
2	2012	306,419	2011	119,192,152	0.9600	1,121,360			1,601	1,429,380	1,135,862	293,518	26.23%
3	2013	293,518	2012	119,192,152	0.9500	1,109,679			1,558	1,404,754	1,119,062	285,692	25.36%
4	2014	285,692	2013	119,192,152	0.9500	1,109,679			1,545	1,396,916	1,126,562	270,354	23.87%
5	2015	270,354	2014	119,192,152	0.9500	1,109,679			1,513	1,381,546	1,132,437	249,109	22.41%
6	2016	249,109	2015	119,192,152	0.9500	1,109,679			1,470	1,360,258	1,111,625	248,633	22.29%
7	2017	248,633	2016	119,192,152	0.9500	1,109,679			1,472	1,359,784	1,115,250	244,534	21.88%
8	2018	244,534	2017	119,192,152	0.9500	1,109,679			1,463	1,355,676	1,117,687	237,989	21.29%
9	2019	237,989	2018	119,192,152	0.9500	1,109,679			1,450	1,349,118	1,117,687	231,431	20.73%
10	2020	231,431	2019	119,192,152	0.9500	1,109,679			1,437	1,342,546	1,116,437	226,109	20.31%
11	2021	226,109	2020	119,192,152	0.9500	1,109,679			1,426	1,337,214	1,113,250	223,964	20.21%
12	2022	223,964	2021	119,192,152	0.9500	1,109,679			1,422	1,335,066	1,108,062	227,004	20.15%
13	2023	227,004	2022	119,192,152	0.9500	1,109,679			1,429	1,338,112	1,126,562	211,550	18.93%
14	2024	211,550	2023	119,192,152	0.9500	1,109,679			1,395	1,322,624	1,117,437	205,187	18.14%
15	2025	205,187	2024	119,192,152	0.9500	1,109,679			1,384	1,316,250	1,131,156	185,084	16.57%
16	2026	185,084	2025	119,192,152	0.9500	1,109,679			1,342	1,296,115	1,117,187	178,928	15.93%
17	2027	178,928	2026	119,192,152	0.9500	1,109,679			1,332	1,289,939	1,123,125	166,814	15.15%
18	2028	166,814	2027	119,192,152	0.9500	1,109,679			1,306	1,277,799	1,101,125	176,674	16.02%
19	2029	176,674	2028	119,192,152	0.9500	1,109,679			1,330	1,287,683	1,102,656	185,027	16.43%
20	2030	185,027	2029	119,192,152	0.9500	1,109,679			1,346	1,296,052	1,126,250	169,802	15.16%
21	2031	169,802	2030	119,192,152	0.9500	1,109,679			1,312	1,280,793	1,120,437	160,356	14.42%
22	2032	160,356	2031	119,192,152	0.9500	1,109,679			1,294	1,271,329	1,111,687	159,642	

ASSUMPTIONS:

(a) Estimated I & S Fund Balance for 9/30/10	\$391,310
(b) Investment Rate Estimated at	0.20%
(c) 2010 Certified Taxable Value as of July 20, 2010 by the Travis Central Appraisal District	\$119,192,152
(d) Assessed Value Growth	0.00%
(e) Tax Collections Estimated Rate	98.00%
(f) March 1 Interest Payment	\$375,000

Tax Income Distribution:

December	25%
January	35%
February	35%
March	5%

2010 Truth in Taxation Calculations
Travis County Bee Cave Road District # 1

Data Input Page
July 20, 2010

A. 2010 PROPERTY VALUES:	CERTIFIED VALUE.....	\$	119,192,152
	PROTESTED VALUE.....	\$	0
	UNLISTED VALUE.....	\$	0
	2010 TOTAL TAXABLE VALUE.....	\$	119,192,152
B. 2009 TOTAL TAXABLE VALUE.....		\$	159,346,895
C. 2009 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
D. 2009 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	0
E. 2009 DEANNEXED TAX VALUE.....		\$	0
F. 2009 TAXABLE VALUE BECOMING EXEMPT IN 2010.....		\$	50,493
G. 2009 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
H. 2010 TAXABLE VALUE POLLUTION CONTROL EXEMPTION		\$	0
I. 2010 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
J. 2010 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2009.....		\$	0
K. 2010 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2009.....		\$	23,848,246
L. 2009 TAX RATES.....M & O.....		\$	0.0000 /\$100
	I & S.....	\$	0.6984 /\$100
	TOTAL TAX RATE.....	\$	0.6984 /\$100
M. M&O YEAR END FUND BALANCE.....		\$	0
N. I&S YEAR END FUND BALANCE.....		\$	391,310
O. 2010 TOTAL DEBT SERVICE NEEDED.....		\$	1,126,331.26
	AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
	AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
	ADJUSTED 2010 DEBT SERVICE.....	\$	1,126,331.26
P. 2009 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
Q. CERTIFIED 2010 ANTICIPATED COLLECTION RATE.....	%		100.00%
R. FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
S. REFUNDS FOR TAX YEARS PRIOR TO 2009.....		\$	0.00
	M&O PORTION.....	\$	0.00
T. TCEQ CERTIFIED POLLUTION CONTROL EXPENSES.....		\$	0
U. 2009 TAXES IN TAX INCREMENT FINANCING (TIF).....		\$	0
V. TIF CAPTURED APPRAISED VALUE.....		\$	0
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES.....		\$	0
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE		\$	0

Effective Tax Rate	1.1668
Effective M & O Tax Rate	0.0000
Rollback M & O Tax Rate	0.0000
Debt Rate	0.8900
Schedule A Funds Needed for Above Debt Rate	65,521.11
Debt Rate Reduction Using Above Schedule A Funds	0.0549

Roll Back Rate: 0.8900

Hearing Limit Rate* 0.8900
*Lower of Rollback Rate or Effective Rate

Statement of Increase/Decrease: INCREASE by 277,855

Maximum Small Taxing Unit Rate = 0.4194

Travis County Bee Cave Road District # 1

July 20, 2010

**NOTICE OF EFFECTIVE TAX RATE,
ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SERVICE**

I, Nelda Wells Spears, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2010 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

LAST YEAR'S TAX RATE:

Last year's operating taxes.....	\$	0.00
+ Last year's debt taxes.....	\$	1,112,878.71
= Last year's total taxes.....	\$	1,112,878.71
/ Last year's tax base.....	\$	159,346,895
= Last year's total tax rate.....	\$	0.6984 /\$100

THIS YEAR'S EFFECTIVE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property).....	\$	1,112,526.07
/ This year's adjusted tax base (after subtracting value of new property)	\$	95,343,906
= This year's effective tax rate.....	\$	1.1668 /\$100
(Maximum rate unless unit publishes notices and holds hearings.)		

THIS YEAR'S ROLLBACK TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....		
	\$	0.00
/ This year's adjusted tax base.....	\$	95,343,906
= This year's effective operating rate.....	\$	0.0000 /\$100
x 1.08 = This year's maximum operating rate.....	\$	0.0000 /\$100
+ This year's debt rate.....	\$	0.8900 /\$100
= This year's rollback rate.....	\$	0.8900 /\$100

Statement of Increase/Decrease

If Travis County Bee Cave Road District # 1

adopts a 2010 tax rate equal to the effective tax rate of.....	\$	1.1668
per \$100 of value, taxes would.....	INCREASE	
compared to 2009 taxes by.....	\$	277,855

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Maintenance & Operations	\$	0
Interest & Sinking (Debt)	\$	391,310
Total	\$	391,310

Schedule B, 2010 Debt Service, Parts 1 and 2, are attached

Nelda Wells Spears, RTA
Travis County Tax Assessor-Collector

Prepared By: _____
Tien Dao, RTA

Travis County Bee Cave Road District # 1

Page 2

Schedule B, 2010 Debt Services, Part 1

July 20, 2010

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
Unlimited Tax Road Bonds, Series 2008	375,000.00	751,331.26	0.00	1,126,331.26
TOTALS	375,000.00	751,331.26	0.00	1,126,331.26

Travis County Bee Cave Road District # 1

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Schedule B, 2010 Debt Service, Part 2

July 20, 2010

Total Required for 2010 Debt Service.....	\$	1,126,331.26
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2010.....	\$	1,126,331.26
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2010.....	\$	0.00
= Total Debt Levy.....	\$	1,126,331.26

Travis County Bee Cave Road District # 1

Fiscal Year 2011
Tax Year 2010
Budget

Estimated Available Balances & Debt Service Fund Requirements

Beginning Fund Balance	\$391,310.25
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Revenues:

Current Taxes	\$1,060,810.00	
Delinquent Taxes	\$200.00	
Interest Revenue	<u>\$1,845.00</u>	
Total Revenues		\$1,062,855.00

Expenditures:

Principal	\$375,000.00	
Interest	\$751,331.26	
Paying Agent Fees	\$1,000.00	
Appraisal District Fees	<u>\$6,000.00</u>	
Total Expenditures		\$1,133,331.26

Ending Fund Balance	<u>\$320,833.99</u>
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Travis County Bee Cave Road District # 1

Fiscal Year 2011
Tax Year 2010
Tax Rate

	Total Required for 2010 Debt Service.....	\$	\$1,126,331.26
-	Amount paid from reserves (beginning balance).....	\$	65,521.11
-	Excess collections last year.....	\$	\$0.00
=	Total to be paid from taxes in 2010.....	\$	\$1,060,810.15
	Anticipated Collection Rate.....		100.00%
+	Amount added in anticipation that the unit will collect only the above % of its taxes in 2010	\$	\$0.00
=	Total Debt Service Levy.....	\$	\$1,060,810.15
/	2010 Total Taxable Value.....	\$	119,192,152
=	2010 Tax Rate	\$	0.8900 /\$100