Updated 11/5/2010, 1:20 p.m.

1 & 17

Travis County Commissioners Court Agenda Request

Voting Session **11/9/10** (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:

Receive comments on a plat for recording in Precinct One: Resubdivision of Lot 10, Block A Willow Creek Subdivision. (Resubdivision Final Plat – 2 Lots – 9.9198 acres – Ballerstedt Road – No fiscal required – Water service to be provided by Manville Water Supply Corporation and sewage service to be provided by on-site septic facilities – City of Manor ETJ).

Approved by:

Commissioner Ron Davis, Precinct One

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

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.

RECEIVED COUNTY JUDGE'S OFFICE OCT 29 PM 4:34

Updated 11/5/2010, 1:20 p.m.

17

Travis County Commissioners Court Agenda Request

Voting Session **11/9/10** (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 plat for recording in Precinct One: Resubdivision of Lot 10, Block A Willow Creek Subdivision. (Resubdivision Final Plat – 2 Lots – 9.9198 acres – Ballerstedt Road – No fiscal required – Water service to be provided by Manville Water Supply Corporation and sewage service to be provided by on-site septic facilities – City of Manor ETJ).

Approved by:

_____
Commissioner Ron Davis, Precinct One

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Anna Bowlin: 854-7561

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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

ADDENDUM TO BACK-UP MEMORANDUM Agenda Item __

October 26, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Resubdivision of Lot 10, Block A Willow Creek Subdivision, Precinct One

SUMMARY AND STAFF RECOMMENDATION:

The property owner of Lot 10 wishes to resubdivide the existing 9.9 acre lot into two lots (Lot 10A at 3.0884 acres and Lot 10B at 6.6455 acres). Both lots will be platted from Ballerstedt Road. Parkland fees in lieu of dedication in the amount of $447.00 have been paid to Travis County for this resubdivision plat.

As this plat application has been approved by the City of Manor on September 15, 2010, and meets all Travis County standards, TNR staff recommends approval of the resubdivision.

ISSUES AND OPPORTUNITIES:

As part of the requirements for a plat resubdivision, a notice of public hearing letter was mailed on October 7, 2010 using certified mail to all owners of property within the original Willow Creek subdivision (please see attached letter), and notice of public hearing sign was placed on the subject property on October 8, 2010, to announce the date, time, and location of the public hearing (please see attached photo and photo affidavit). As of this date, staff has received one phone call with a general inquiry on the sign. The caller did not object to the plat resubdivision.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Precinct map
Location map

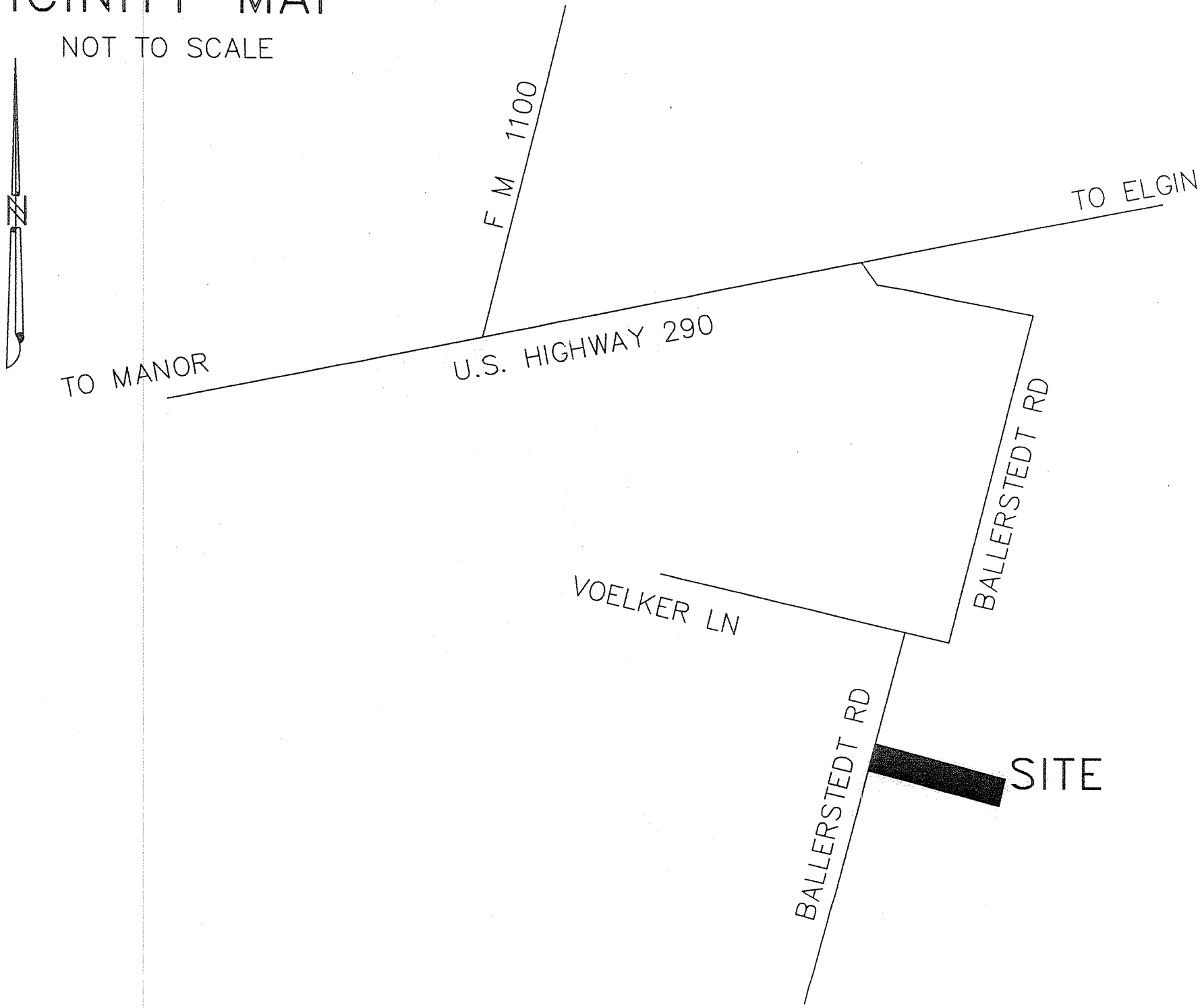
Existing Plat
Proposed Plat
Copy of notification letter
Copy of sign photo affidavit
Sign photos

AMB: mph
1105

Updated 11/5/2010, 1:20 p.m.

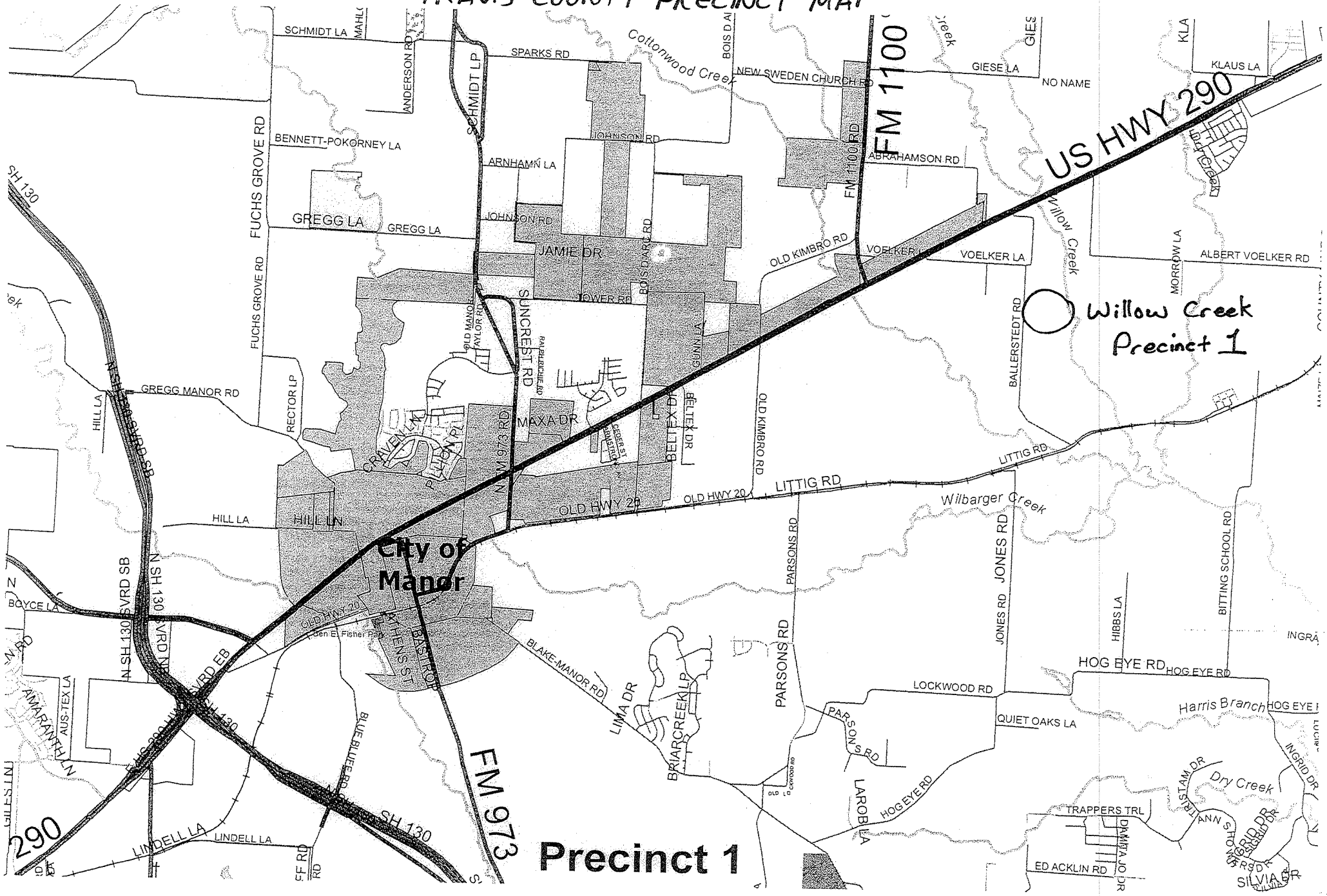
VICINITY MAP

NOT TO SCALE



Updated 11/5/2010, 1:20 p.m.

TRAVIS COUNTY PRECINCT MAP



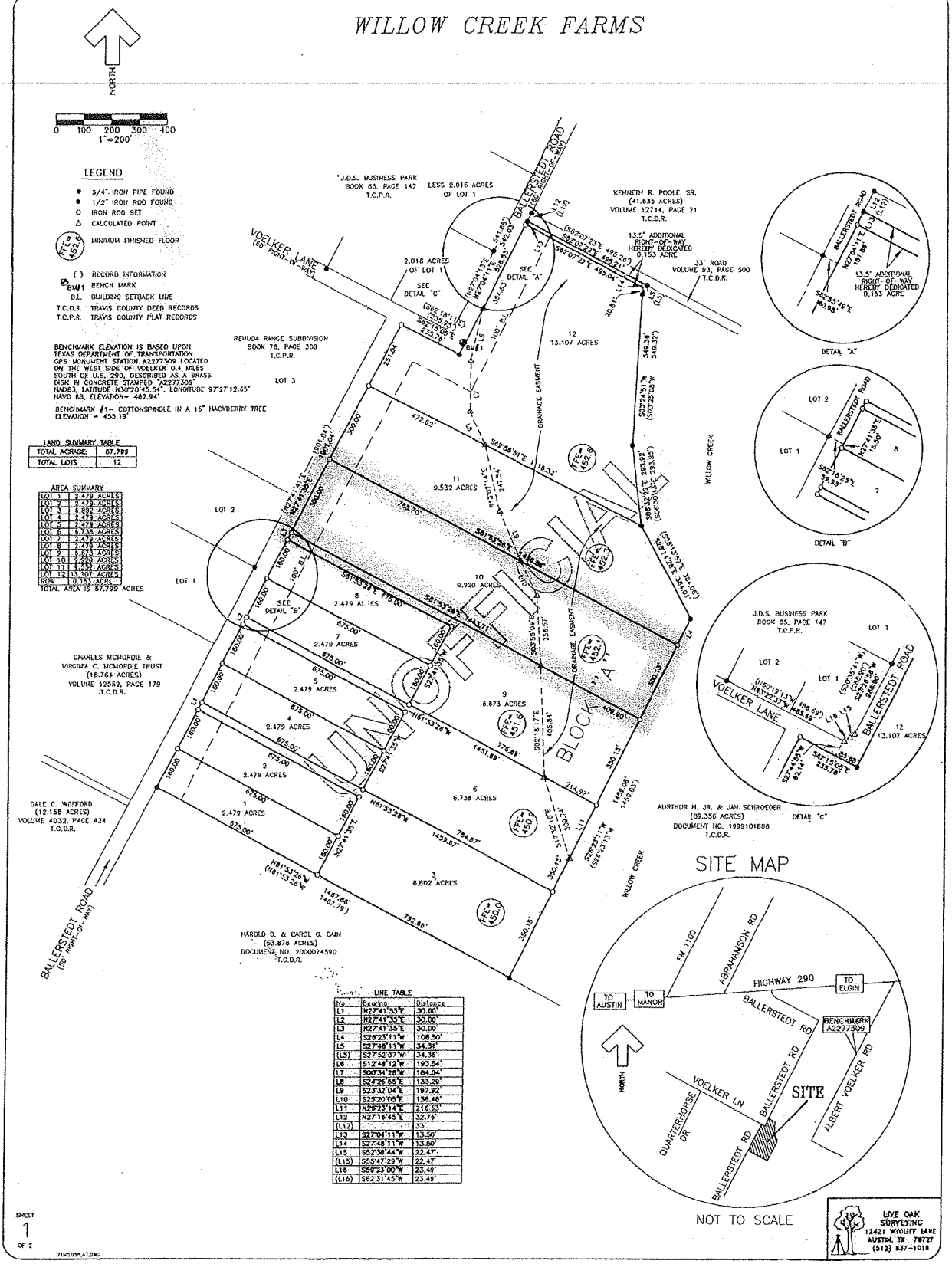
Updated 11/5/2010, 1:20 p.m.

ORIGINAL PLAT

9/26/05 $65.00 200500228

PHOTOGRAPHIC MYLAR

WILLOW CREEK FARMS



Updated 11/5/2010, 1:20 p.m.

Temp doc 09-290 - notes

200500228

PHOTOGRAPHIC MYLAR

WILLOW CREEK FARMS

STATE OF TEXAS}{
COUNTY OF TRAVIS}{ KNOW ALL MEN BY THESE PRESENTS:

THAT CAPITAL ACREAGE, LTD. ACTING BY AND THROUGH JOHNNY KOEHLER, OWNER OF THAT 67.799 ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY, ABSTRACT NO. 53 IN TRAVIS COUNTY, TEXAS AND BEING THE SAME PROPERTY CONVEYED TO CAPITAL ACREAGE BY PARTITION DEED RECORDED UNDER DOCUMENT NO. 2005099461, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 67.799 ACRES OF LAND PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE TO BE KNOWN AS:

WILLOW CREEK FARMS

IN ACCORDANCE WITH PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFOR GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 30TH DAY OF AUGUST, 2005 A.D.

JOHNNY KOEHLER

STATE OF TEXAS}{

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOHNNY KOEHLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE HAS ACKNOWLEDGED TO ME THAT BE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREON EXPRESSED AND IN THE CAPACITY HEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE THIS 30TH DAY OF AUGUST 20.05 A.D.

S. TEHAN
MY COMMISSION EXPIRES
January 13, 2007

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ENGINEER'S CERTIFICATION:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HERE ON. 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) # 48453C-0030-E, TRAVIS COUNTY, TEXAS. DATED: JUNE 16, 1993 COMMUNITY # 481026-0030-E.
MINIMUM FINISHED FLOOR ELEVATION FOR ALL AFFECTED STRUCTURES SHALL BE ONE (1) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAIN AS SHOWN HEREON

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT THE 100 YEAR FLOOD PLAIN IS CONTAINED WITH THE DRAINAGE EASEMENT SHOWN HEREON.

8-30-05
DATE

JAMES L. HERBERT
REGISTERED PROFESSIONAL ENGINEER NO 93658
DAVSAR ENGINEERING
1010 LAND CREEK COVE
SUITE 200
AUSTIN, TEXAS 78746

STATE OF TEXAS
JAMES L. HERBERT
93658
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, DEAN WOODLEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE SURVEY SHOWN HERE ON IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

8-29-2005
DATE

DEAN A. WOODLEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5088
LIVE OAK SURVEYING
12421 WYCLIFF LANE
AUSTIN, TEXAS 78727

STATE OF TEXAS
DEAN WOODLEY
5088
REGISTERED
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DeBEAUVOIR CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26 DAY OF Sept 20.05 A.D. AT 11:40 O'CLOCK A.M., DULY RECORDED ON THE 26 DAY OF Sept 20.05 A.D. AT 11:43 O'CLOCK A.M., RECORDS OF SAID COUNTY AND STATE IN PLAT DOCUMENT 200500228 OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 26 DAY OF Sept 2005 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY
K. HAYWOOD

GENERAL NOTES:

1) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2) NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
3) PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4) ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
5) TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
6) DRIVEWAY ACCESS ON LOT 12 SHALL BE LIMITED TO BALLERSTEDT ROAD AND RESTRICTED TO VOELKER LANE
7) THE SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW CREEK FARMS IS RECORDED IN DOCUMENT # 2005111117 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.
8) THE WATER PROVIDER FOR THIS SUBDIVISION IS MANVILLE WATER SUPPLY CORPORATION.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM
2) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PORTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM.
3) NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF PUBLIC WATER WELL.
4) NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5) ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE CHAPTER 48-TRAVIS COUNTY, RULES OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES.
6) THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.
7) LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENCE.

8-30-2005
DATE

ROBERT TURNER
TRAVIS COUNTY

COMMISSIONERS' COURT DISCLAIMER:

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 BUILDING OF ALL STREET, 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 "IMPROVEMENT") 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 OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF ESTIMATED COST OF THE 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 ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE 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 DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 13th DAY OF September A.D., 2005, 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 THE SAID COURT,

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THIS THE 21st DAY OF September A.D., 2005.

DANA DEBEAUVOIR, CLERK, COUNTY COURT TRAVIS COUNTY

BY
DEPUTY
Robert Resnik

THIS SUBDIVISION IS LOCATED OUTSIDE OF THE CITY OF MANOR'S EXTRA-TERRITORIAL JURISDICTION.

PHIL TATE, CITY MANAGER
CITY OF MANOR

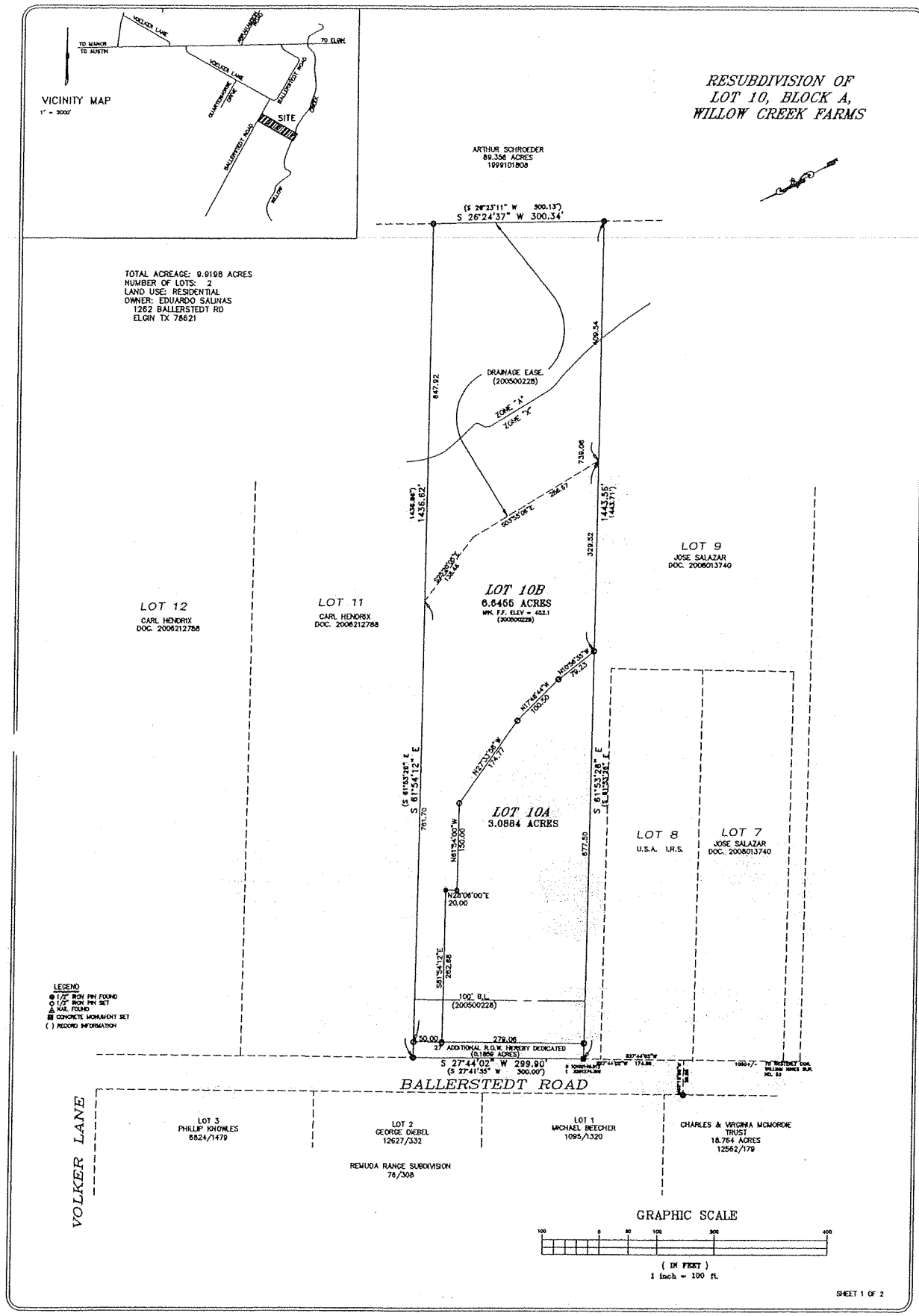
August 31, 2005
DATE

SHEET
2
OF 2
718010SPLAT.DWG

LIVE OAK SURVEYING
12421 WYCLIFF LANE
AUSTIN, TX 78727
(512) 837-1018

UNOFFICIAL

Updated 11/5/2010, 1:20 p.m.



PROPOSED PLAT

Updated 11/5/2010, 1:20 p.m.

RESUBDIVISION OF LOT 10, BLOCK A, WILLOW CREEK FARMS

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT EDUARDO AND TERESA SALINAS, BEING THE OWNER OF ALL THAT CERTAIN 9.9198 ACRE TRACT OF LAND, BEING ALL OF LOT 10, WILLOW CREEK FARMS, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200500228, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2006142962, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO CHAPTERS 212.015 AND 232.009, OF THE TEXAS LOCAL GOVERNMENT CODE, DO HEREBY RESUBDIVIDED SAID 9.9198 ACRE TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

RESUBDIVISION OF LOT 10, BLOCK A, WILLOW CREEK FARMS

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, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____.

NOTARY_____
NOTARY

MY COMMISSION EXPIRES_____
WITNESS MY HAND THIS_____DAY OF_____, 20____.

_____
EDUARDO SALINAS
1262 BALLERSTEDT RD
ELGIN, TEXAS 78621

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____.

NOTARY_____
NOTARY

MY COMMISSION EXPIRES_____
WITNESS MY HAND THIS_____DAY OF_____, 20____.

_____
TERESA SALINAS
1262 BALLERSTEDT RD
ELGIN, TEXAS 78621

THE STATE LEGISLATURE HAS LIMITED THE AUTHORITY OF COUNTY GOVERNMENTS TO REGULATE LAND USE IN UNINCORPORATED AREAS. AT THE TIME THIS PLAT WAS APPROVED SECTION 232.10(b) OF THE LOCAL GOVERNMENT CODE PROHIBITS TEXAS COUNTIES, UNLESS OTHERWISE AUTHORIZED BY STATE LAW, FROM REGULATING THE USE OF ANY BUILDING OR PROPERTY FOR BUSINESS, INDUSTRIAL, RESIDENTIAL, OR OTHER PURPOSES; THE BULK, HEIGHT, OR NUMBER OF BUILDINGS CONSTRUCTED ON A PARTICULAR TRACT OF LAND; THE SIZE OF A BUILDING THAT CAN BE CONSTRUCTED ON A PARTICULAR TRACT OF LAND, INCLUDING WITHOUT LIMITATION AND RESTRICTION ON THE RATIO OF BUILDING FLOOR SPACE TO THE LAND SQUARE FOOTAGE; AND THE NUMBER OF RESIDENTIAL UNITS THAT CAN BE BUILT PER ACRE OF LAND. UNLESS CONTAINED IN RESTRICTIVE COVENANTS APPLICABLE TO THIS SUBDIVISION, TRAVIS COUNTY MAY NOT AT THE TIME THIS PLAT WAS APPROVED RESTRICT OR PROHIBIT ADVERSE LAND USES ON OR IN THE VICINITY OF LOTS IN THIS SUBDIVISION

COMMISSIONERS' COURT RESOLUTION

IN APPROVING THIS PLAT, 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 BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE REPONSIBILITY 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 THE 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 ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE 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 OTHER SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
3. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
5. TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
6. THE SUBDIVISION COVENANTS CONDITIONS AND RETRICTIONS FOR WILLOW CREEK FARMS IS RECORDED IN DOCUMENT #2005177777 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.
7. THE WATER PROVIDER FOR THIS SUBDIVISION IS MANVILLE WATER SUPPLY CORPORATION.
8. A TEN (10) FEET WIDE EASEMENT FOR PUBLIC UTILITIES IS HEREBY ASSIGNED ALONG ALL RIGHT-OF-WAYS
9.THE CURRENT F.E.M.A. FLOODPLAIN AS SCALED FROM F.E.M.A. F.I.R.M. PANEL, IS COMPLETELY CONTAINED WITHIN THE EXISTING DRAINAGE EASEMENT. (FLOODPLAINS SHOWN HEREON ARE AS SCALED FROM F.E.M.A. F.I.R.M. PANEL 481026 0505 H, PREPARED FOR TRAVIS COUNTY, DEATED SEPTEMBER 26, 2008
10. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF WILLOW CREEK FARMS RECORDED IN DOCUMENT NO. 200500228 OFFICIAL RECORDS, TRAVIS COUNTY, TEXAS
11) THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF WILLOW CREEK FARMS, RECORDED IN DOCUMENT NO. 200500228, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM NOTES:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM APPROVED AND LICENSED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PORTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM.
3. NO ON-SITE WASTEWATER DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NO MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OR PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE CHAPTER 48 – TRAVIS COUNTY, RULES OF TRAVIS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES.
6. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS.
7. LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE AND APPURTENANT STRUCTURES PER ACRE.

_____ DATE
STACEY SCHOTTEL, D.R.
PROGRAM MANAGER ON-SITE
WASTE WATER PROGRAM
TRAVIS COUNTY TNR

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR E.T.J. AS OF THIS DATE

_____DAY OF _____, 20____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE _____ DAY OF _____, 20____.

APPROVED: ATTEST:

_____ _____
MARY ANN PARKER, CHAIRPERSON DUSTIN HANSLER, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE _____ DAY OF _____, 20____.

APPROVED: ATTEST:

_____ _____
JOE SANCHEZ, MAYOR DUSTIN HANSLER, CITY SECRETARY

SURVEYOR'S CERTIFICATE

I, HERMAN CRICHTON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT 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 IN MARCH, 2006.
A PORTION OF THIS TRACT LIES WITHIN ZONE "A", WITHIN THE 100 YEAR FLOODPLAIN, AS SHOWN ON F.E.M.A. F.I.R.M. PANEL 481026 0505 H, DATED SEPT. 26, 2008, PREPARED FOR TRAVIS COUNTY, TEXAS
ALL LOTS MEET THE MINIMUM REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE NO. 283

_____
HERMAN CRICHTON, R.P.L.S. 4046 DATE

SURVEYING BY:
CRICHTON & ASSOCIATES, INC.
8448 HIGHWAY 290 EAST
AUSTIN, TEXAS 78723
(512)-244-3395

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS,

DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, A.D., THE COMMISSIONERS' 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 DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

_____
DEPUTY

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT_____O'CLOCK___M., AND

DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____O'CLOCK

___M., OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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

OF _____, 20____, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY_____
DEPUTY

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

October 4, 2010

Subject: Resubdivision of Lot 10 Block A, Willow Creek Subdivision

Dear Property Owner:

Eduardo and Teresa Salinas, owners of the above referenced lot, have requested that the Commissioners' Court of Travis County approve a request to revise the plat of their real property. Associated with that request is a State of Texas mandate that the County provide you with written notice of their request to replat.

The application has been scheduled for a public hearing on November 9, 2010, before the Commissioners' Court. The application is entitled:

Receive comments regarding a plat for recording in Precinct One: Resubdivision of Lot 10, Block A Willow Creek Subdivision. (Resubdivision Final Plat – 2 Lots – 9.9198 acres –Ballerstedt Road – No fiscal required – Water service to be provided by Manville Water Supply Corporation and sewage service to be provided by on-site septic facilities – City of Manor ETJ).

In this case, the applicant is proposing to revise Lot 10 in order to create 2 total lots. This application has been approved by the City of Manor and meets all Travis County requirements, and barring any new information, staff will recommend its approval at the public hearing.

You have the opportunity to offer testimony regarding this proposal at the public hearing. Public hearings are held in the Commissioners' Courtroom in the Travis County Administration Building, 314 W. 11th Street, 1st Floor. The sessions are on Tuesday and begin at 9:00 A.M. Should you require additional information about this application or the public hearing, please contact me.

Sincerely,

Michael Hettenhausen
Planner, Development Services

MH: mh ~ 1105

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

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of a revised plat sign was posted on October 8 ***, 2010, on the at a point as near as practical to the area*** being revised, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 11 DAY OF October, 2010.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: Supervisor TNR R&B

cc: Garcia (sign shop)
M:\PERMITS\SUBDIVN\Subdivision Review\Willow Creek Farms Resub of Lot 10 Blk A\Work Request for Sign Posting

Updated 11/5/2010, 1:20 p.m.

NOTICE OF PUBLIC HEARING

NOVEMBER 9, 2010 AT 9:00 AM

RESUBDIVISION

RESUBDIVISION OF LOT 10 BLOCK A
WILLOW CREEK SUBDIVISION,
PRECINCT 1

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

FOR MORE INFORMATION CALL: 854-7563

Updated 11/5/2010, 1:20 p.m.

Updated 11/5/2010, 1:20 p.m.

2818

Travis County Commissioners Court Agenda Request

Voting Session **11/9/10** (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:

Receive comments during a public hearing on November 9, 2010, regarding a plat vacation for recording in Precinct One: Total Plat Vacation of Shadowglen Phase 1 Section 9 Final Plat. (Plat Vacation – 55 Lots – 13.302 acres – Lexington Street – No fiscal required – City of Manor ETJ).

Approved by:

Commissioner Ron Davis, Precinct One

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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

Updated 11/5/2010, 1:20 p.m.

18

Travis County Commissioners Court Agenda Request

Voting Session **11/9/10** (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 total plat vacation for recording in Precinct One: Total Plat Vacation of Shadowglen Phase 1 Section 9 Final Plat. (Plat Vacation – 55 Lots – 13.302 acres – Lexington Street – No fiscal required – City of Manor ETJ).

Approved by:

_____
Commissioner Ron Davis, Precinct One

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

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

ADDENDUM TO BACK-UP MEMORANDUM Agenda Item __

October 26, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Total Plat Vacation of Shadowglen Phase 1 Section 9 Final Plat, Precinct One

SUMMARY AND STAFF RECOMMENDATION:

The property owners of Shadowglen Phase 1 Section 9, 2009 XIF, LLC, wish to vacate the existing plat, due to a change in the owners' partnership. The new partners wish to have all currently posted fiscal securities released. Considering that construction on Section 9 is not scheduled to begin for a couple of years, the applicant would like to vacate the plat in order to have the fiscal posted with Travis County released. The approval of the vacation will result in the 13.302 acres becoming unplatted. The applicant intends to reapply with the City of Manor and Travis County to final plat the property when they are ready to develop this section. When a new final plat application is submitted, if the lot and street configuration is different from the approved preliminary plan, a preliminary plan revision must also be approved by City of Manor and Travis County.

The final plat was originally approved on November 20, 2007, recorded as Document No. 200800006, and was platted from Lexington Street. There are no new public or private streets proposed with this plat vacation, and parkland dedication or fees in lieu of dedication are not required for this plat vacation.

As this plat vacation application meets all Travis County standards and has been approved by the City of Manor, TNR staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Shadowglen Phase 1 Section 9 total plat vacation's effect on the approved preliminary plan (known as Cottonwood Subdivision) is minor. When the two streets platted with Section 9, Edwin Reinhardt Drive and Christina Garza Drive, are vacated, the

AMB: mph
1105

remainder of the Shadowglen transportation network will remain functional as these streets terminated with a cul-de-sac and did not connect with any other platted streets.

As part of the requirements for a plat vacation, a notice of public hearing sign was placed on the subject property announcing the date, time, and location of the public hearing. Staff has received two phone calls as a result of the sign placement; both callers were interested in the plat vacation and replat process but neither objected to the vacation of the final plat.

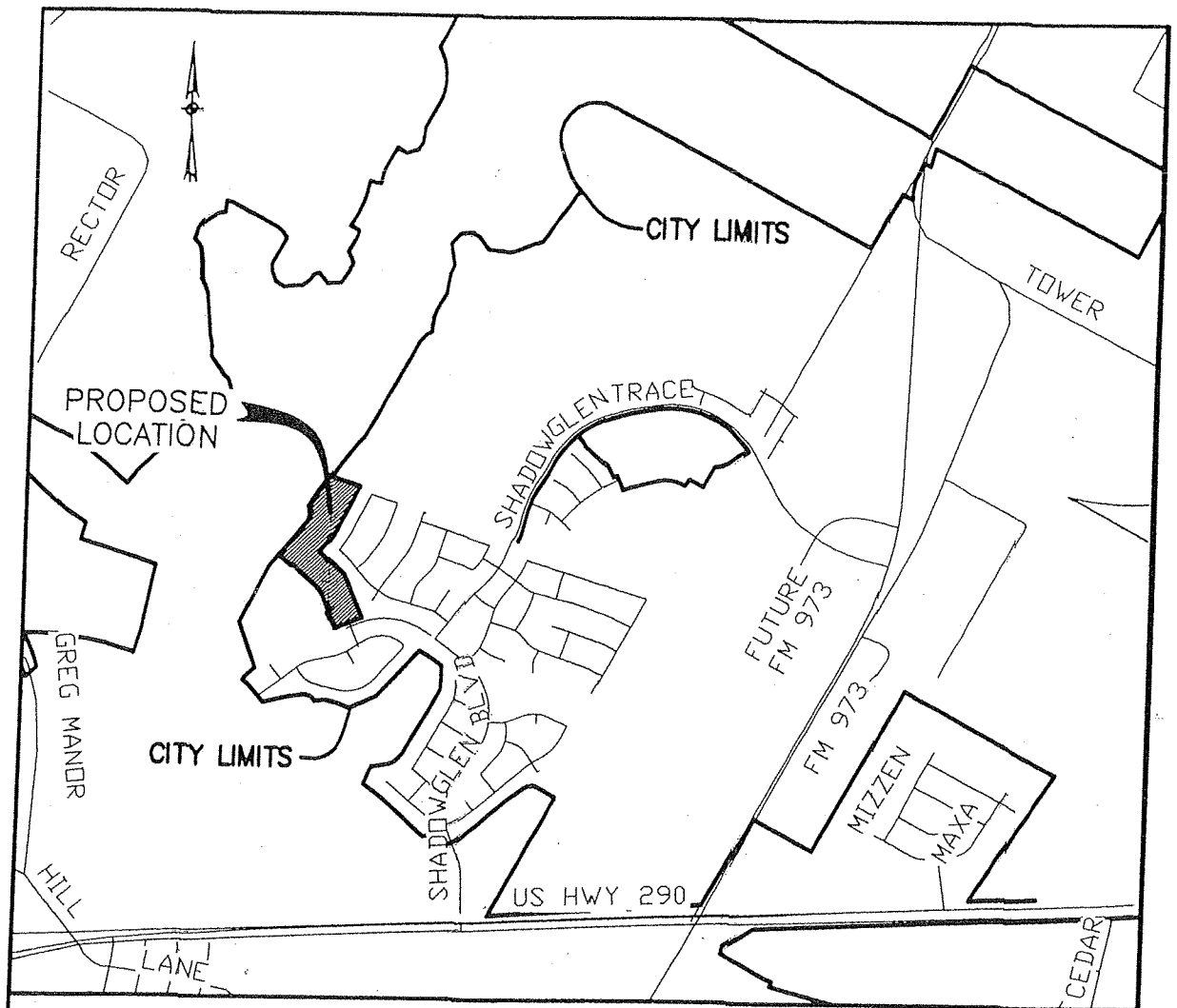
BUDGETARY AND FISCAL IMPACT:
None.

REQUIRED AUTHORIZATIONS:
None.

EXHIBITS:
Precinct map
Location map
Existing plat
Copy of the vacation document
Copy of City of Manor vacation approval
Photograph of public notice sign
Affidavit of sign posting

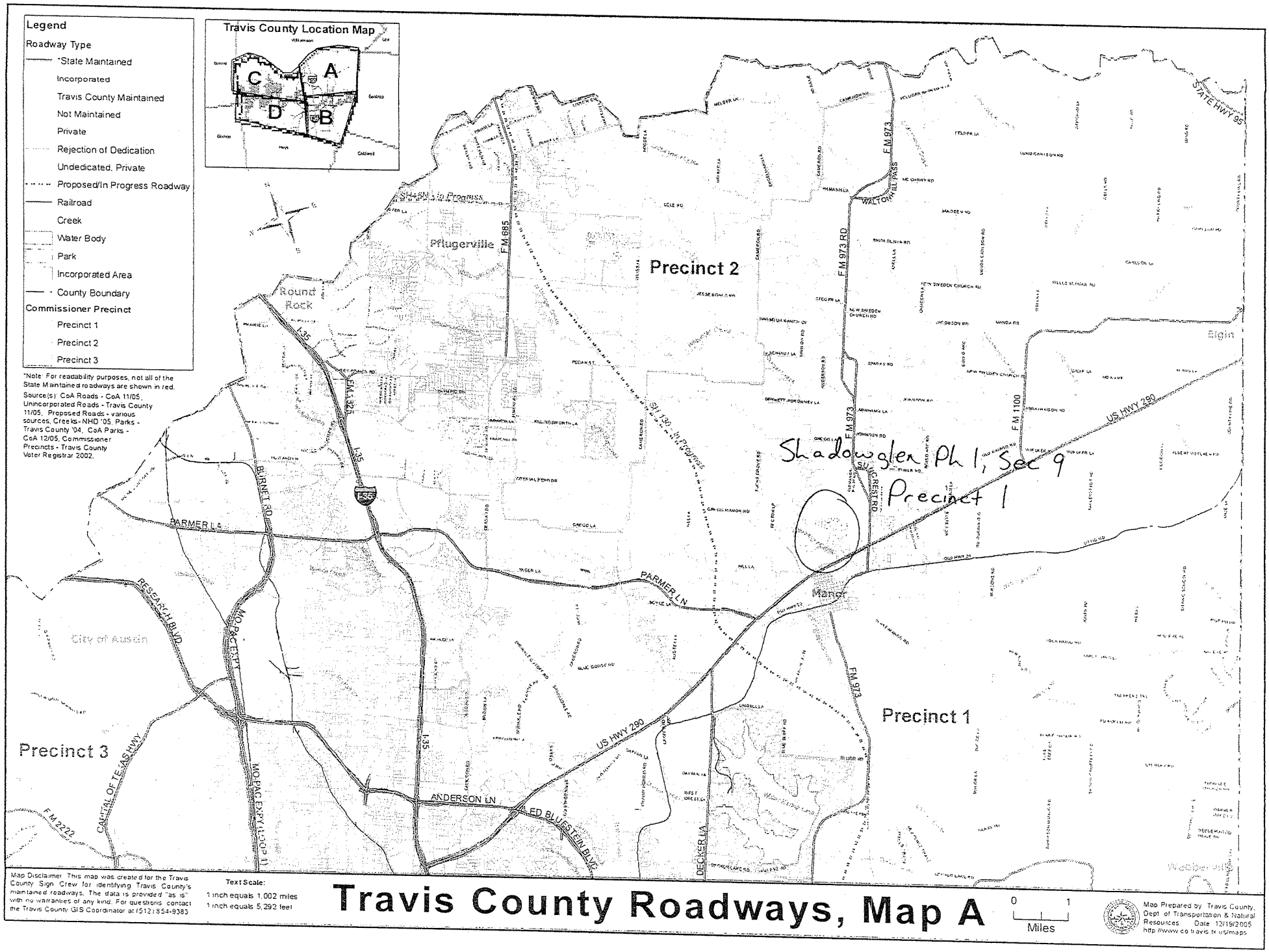
AMB: mph
1105

SHADOWGLEN PHASE 1
SECTION 9
FINAL PLAT



VICINITY MAP
SCALE: 1"=2000'

Updated 11/5/2010, 1:20 p.m.



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

Text Scale:
1 inch equals 1,002 miles
1 inch equals 5,292 feet

Travis County Roadways, Map A

0 1 Miles

Map Prepared by Travis County, Dept of Transportation & Natural Resources Date 12/19/2005
http://www.co.travis.tx.us/maps

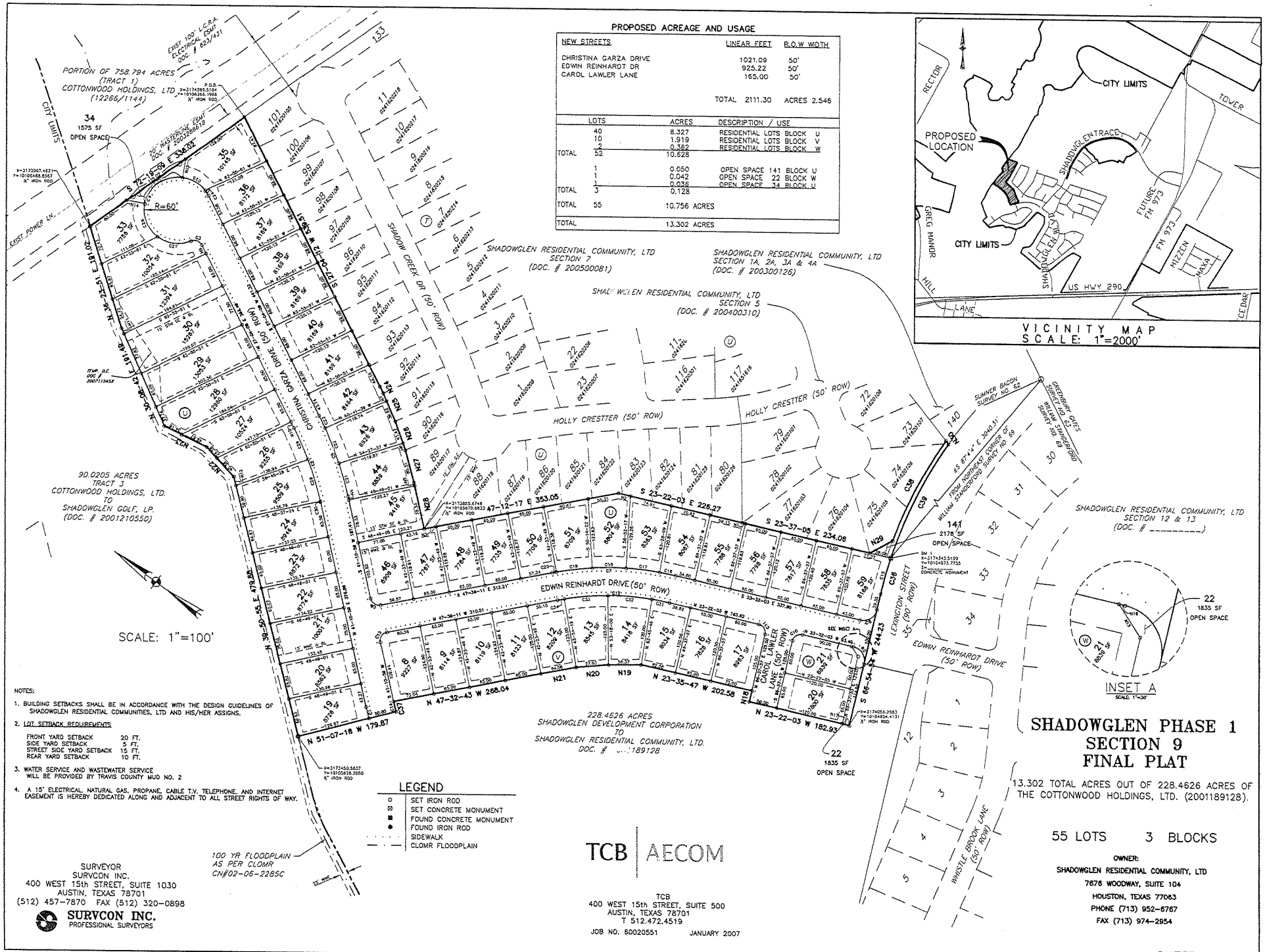
Updated 11/5/2010, 1:20 p.m.

PROPOSED ACREAGE AND USAGE

NEW STREETS	LINEAR FEET	R.O.W WIDTH
CHRISTINA GARZA DRIVE	1021.09	50'
EDWIN REINHARDT DR	925.22	50'
CAROL LAWLER LANE	165.00	50'
TOTAL	2111.30	ACRES 2.546

	LOTS	ACRES	DESCRIPTION / USE
	40	8.327	RESIDENTIAL LOTS BLOCK U
	10	1.919	RESIDENTIAL LOTS BLOCK V
	2	0.382	RESIDENTIAL LOTS BLOCK W
TOTAL	52	10.628	
	1	0.050	OPEN SPACE 141 BLOCK U
	1	0.042	OPEN SPACE 22 BLOCK W
	1	0.036	OPEN SPACE 34 BLOCK U
TOTAL	3	0.128	
TOTAL	55	10.756 ACRES	
TOTAL		13.302 ACRES	

VICINITY MAP
SCALE: 1"=2000'



NOTES:

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DESIGN GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITIES, LTD AND HIS/HER ASSIGNS.
2. LOT SETBACK REQUIREMENTS

FRONT YARD SETBACK	20 FT.
SIDE YARD SETBACK	5 FT.
STREET SIDE YARD SETBACK	15 FT.
REAR YARD SETBACK	10 FT.

3. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY TRAVIS COUNTY MUD NO. 2
4. A 15' ELECTRICAL, NATURAL GAS, PROPANE, CABLE T.V. TELEPHONE, AND INTERNET EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.

LEGEND

- SET IRON ROD
- SET CONCRETE MONUMENT
- FOUND CONCRETE MONUMENT
- FOUND IRON ROD
- SIDEWALK
- CLOMR FLOODPLAIN

SHADOWGLEN PHASE 1 SECTION 9 FINAL PLAT

13.302 TOTAL ACRES OUT OF 228.4626 ACRES OF THE COTTONWOOD HOLDINGS, LTD. (2001189128).

55 LOTS 3 BLOCKS

OWNER:
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD
7676 WOODWAY, SUITE 104
HOUSTON, TEXAS 77063
PHONE (713) 952-6767
FAX (713) 974-2954

SURVEYOR
SURVCON INC.
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898
SURVCON INC.
PROFESSIONAL SURVEYORS

TCB | AECOM
TCB
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
T 512.472.4519

JOB NO. 60020551 JANUARY 2007

Updated 11/5/2010, 1:20 p.m.

ENGINEER'S CERTIFICATION

I ROGER DURDEN, 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 THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE CONDITIONAL LETTERS OF MAP REVISION (BASED ON FILL) FOR SHADOWGLEN SUBDIVISION SECTION ONE, CN#02-06-2285C.

_____
ROGER DURDEN DATE
REGISTERED PROFESSIONAL ENGINEER NO. 76590

STATE OF TEXAS
ROGER DURDEN
76590
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

I, JOE D. WEBBER, 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 THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

_____
JOE D. WEBBER, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4552

STATE OF TEXAS
REGISTERED
JOE D. WEBBER JR.
4552
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, SHADOWGLEN RESIDENTIAL COMMUNITY, LTD., BY MCGUYER HOMEBUILDERS, INC., ITS GENERAL PARTNER ACTING BY AND THROUGH MICHAEL K. LOVE, PRESIDENT, THE OWNER OF 13.302 ACRES OF LAND OUT OF THE WILLIAM STANDERFORD SURVEY NO. 59 OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A 228.4526 ACRE TRACT OF LAND, AS CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO 2001189128 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION & HEARING PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "SHADOWGLEN PHASE 1 SECTION 9" OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 13.302 ACRES OF SAID LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOW AS "SHADOWGLEN PHASE 1 SECTION 9" AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED; SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS DAY OF _____, 2007 A.D.

_____
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD.
BY MCGUYER HOMEBUILDERS, INC., GENERAL PARTNER
BY MICHAEL K. LOVE
PRESIDENT
7676 WOODWAY, SUITE 104
HOUSTON, TX 77063

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL K. LOVE, PROJECT GENERAL MANAGER, KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

WE, RESIDENTIAL FUNDING CORPORATION, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOW AS "SHADOWGLEN PHASE 1 SECTION 9", SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2001189129 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT AND HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR AND PART THEREOF.

BY: _____
TERENCE E. STIFFER
DIRECTOR

STATE OF MD.
COUNTY OF MONTGOMERY

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2007.

_____
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, MD.
MY COMMISSION EXPIRES:

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF MANOR ON THIS THE ___ DAY OF _____, 2007.

ACCEPTED AND APPROVED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF MANOR, ON THIS THE _____ OF _____, 2007 A.D.

APPROVED: ATTEST:

_____ _____
CHAIRMAN CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, ON THIS THE _____ OF _____, 2007 A.D.

APPROVED: ATTEST:

_____ _____
MAYOR CITY SECRETARY

STATE OF TEXAS
COUNTY OF TRAVIS

COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT, 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 BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF 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 DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 2007, A.D. THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THE 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 _____, 2007, A.D.

DANA DEBEAUVOIR, CLERK OF COURT
TRAVIS COUNTY, TEXAS

_____
DEPUTY

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2007, A.D. AT _____ O'CLOCK _____.M., DULY RECORDED ON THE _____ DAY OF _____, 2007, A.D. AT _____ O'CLOCK _____.M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

WATER AND WASTEWATER:

THE TRACT OF LAND SHOWN HEREON IS WITHIN THE BOUNDARIES OF TRAVIS COUNTY M.U.D. NO 2 AND SAID M.U.D. HAS WATER AND WASTEWATER SERVICE AVAILABLE UPON COMPLETION OF FACILITIES BY THE DEVELOPER

_____ _____
DATE M.U.D. ENGINEER

GENERAL NOTES:

1. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF MANOR, TRAVIS COUNTY MUD NO. 2, AND TRAVIS COUNTY, FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
2. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
3. A 15' ELECTRICAL, NATURAL GAS, PROPANE, CABLE T.V. TELEPHONE, AND INTERNET EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
4. PUBLIC SIDEWALKS, BUILT TO THE CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
5. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TRAVIS COUNTY STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY TRAVIS COUNTY.
6. PRIOR TO BEGINNING ANY CONSTRUCTION, A TRAVIS COUNTY BASIC DEVELOPMENT PERMIT SHALL BE OBTAINED AND POSTED ON THE JOB SITE. DEVELOPMENT OUTSIDE OF APPROVED CONSTRUCTION BOUNDARIES IS PROHIBITED WITHOUT A REVISED PERMIT.
7. 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 MANOR AND TRAVIS COUNTY. ALL LOTS IN THIS SUBDIVISION NOT DESIGNATED AS SINGLE FAMILY WILL BE MAINTAINED BY SHADOWGLEN RESIDENTIAL COMMUNITY AND ITS SUCCESSORS AND ASSIGNS.
8. WATER AND WASTEWATER WILL BE PROVIDED BY TRAVIS COUNTY MUD NO. 2.
9. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE TRAVIS COUNTY MUD NO. 2 WATER AND WASTEWATER SYSTEM.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT OF ANY LOTS IN THIS SUBDIVISION.
11. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT SHOWN HEREON EXCEPT AS SPECIFICALLY APPROVED BY THE CITY OF MANOR AND TRAVIS COUNTY.
12. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
13. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE MANOR ENVIRONMENTAL CRITERIA MANUAL.
14. ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
15. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR AND/OR TRAVIS COUNTY.
16. THE COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS SUBDIVISION ARE RECORDED UNDER DOCUMENT NUMBER 2003066593 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
17. WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
18. A TRAFFIC STUDY, PERFORMED BY ALLIANCE TEXAS ENGINEERING, WAS SUBMITTED TO TRAVIS COUNTY ON APRIL 14, 2004 AND SUBSEQUENTLY APPROVED BY RAYMOND REED, P.E.
19. LOTS 34 AND 141 OF BLOCK U, AND LOT 22 OF BLOCK W ARE RESTRICTED TO NON-RESIDENTIAL USES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

APPLICABLE P.U.D. VARIANCES FROM CITY OF MANOR DEVELOPMENT STANDARDS

A. SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM OF 6,000 SQ. FT., AND TEN PERCENT (10%) OF THE LOTS IN THE PROPERTY TO HAVE A MINIMUM OF 5,000 SQ. FT.

B. SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM OF 50 FEET OF WIDTH ALONG THE FRONT PROPERTY LINE, EXCEPT AS OTHERWISE APPROVED BY THE CITY OF MANOR.

C. SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM SETBACK FROM THE FRONT OF EACH LOT OF TWENTY (20) FEET.

D. SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM SETBACK FROM THE SIDES OF EACH LOT OF FIVE (5) FEET.

E. SINGLE-FAMILY RESIDENTIAL LOTS IN THE PROPERTY SHALL HAVE A MINIMUM SETBACK FROM THE REAR OF EACH LOT OF TEN (10) FEET.

F. THE CLUBHOUSE AND RELATED PERMITTED STRUCTURES IN THE SPACE SHALL HAVE A MAXIMUM HEIGHT OF THREE (3) STORIES OR FIFTY (50) FEET.

G. A DEVELOPEMENT PLAN AND REPORT SHALL BE SUBMITTED WITH THE FILING OF EACH FINAL PLAT.

H. REVOKED BY COTTONWOOD HOLDING.

I. A WALKWAY/BICYCLE PATH SYSTEM SHALL BE SUBMITTED WITH THE FILING OF FINAL PLAT.

J. A L.O.M.R. SHALL BE SUBMITTED PRIOR TO FINAL PLATTING OF ANY LOT LOCATED WITHIN THE PRESENT 100-YEAR FLOODPLAIN.

K. SINGLE-FAMILY HAVE GRANTED A VARIANCE FROM THE MINIMUM LOT WIDTHS AS SHOWN ON THE PRELIMINARY PLAN.

SUBDIVISION VARIANCES FROM CITY OF MANOR DEVELOPMENT STANDARDS

1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER AND LARGER AND TREES BETWEEN 8 AND 18 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
4. SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 50% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIOS DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
5. ALL DRAINAGE IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF AUSTIN'S DRAINAGE CRITERIA MANUAL ("DCM"), AS CURRENTLY AMENDED, SAVE AND EXCEPT: (i) THOSE PROVISIONS OF THE DCM SET OUT IN SECTION 41(b)(i) OF THE CITY OF MANOR ORDINANCE NO. 159; (ii) PARAGRAPH 1.2.6 OF THE DCM; (iii) PARAGRAPH 2.2.1.A AND 2.2.1.E OF THE DCM; AND (iv) ANY OTHER PROVISIONS OF THE DCM THAT WOULD CAUSE THE FLOOD PLAIN DELINEATION TO BE DIFFERENT FROM THE 100-YEAR FLOODPLAIN ESTABLISHED BY FEMA. THE LOCATION OF THE 100-YEAR FLOODPLAIN SHALL BE THE LOCATION ESTABLISHED BY FEMA.
6. LEXINGTON STREET MAY CROSS WILBARGER CREEK VIA A LOW WATER CROSSING EQUIPPED WITH A SYSTEM IN WHICH GAGES WILL BE INSTALLED UPSTREAM ON WILBARGER CREEK THAT WILL PROVIDE AUDIBLE AND VISUAL TO DRIVERS ON LEXINTON IF STREAM FLOWS INDICATE THAT WATER WILL TOP THE BRIDGE BEFORE GATES LOCATED ON EITHER SIDE OF THE LOW WATER CROSSING CLOSE, PREVENTING DRIVERS FROM DRIVING ON THE LOW WATER CROSSING. THE LOW WATER CROSSING EQUIPMENT MUST COMPLY WITH CITY OF AUSTIN SPECIAL SPECIFICATION 16700, AS MODIFIED FOR DATA FLOW SYSTEM SCADA EQUIPEMENT.
7. THE LOT SIZE, HEIGHT AND PLACEMENT, LOT COVERAGES, PARKING, AND LANDSCAPING FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE MASTER LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OF AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
8. LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
9. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND RADIAL TO CURVED STREET LINES.
10. THE AREA WITHIN THE CITY'S TERRITORIAL JURISDICTION ZONED DISTRICT "O-S" SHALL SATISFY THE CITY'S PARKLAND DEDICATION REQUIREMENTS FOR ALL LAND SHOWN WITHIN THE P.U.D. OR THE MASTER LAND PLAN. ALL PROPERTY IDENTIFIED AS OPEN SPACE ON THE P.U.D. PLAN OR THE MASTER LAND PLAN SHALL BE DEDICATED TO THE CITY OR TO A MUNICIPAL UTILITY DISTRICT.
11. THE AREA OF NON-RECTANGULAR LOTS SHALL BE PROVIDED WITH THE FILING OF A FINAL PLAT.

SHADOWGLEN PHASE 1
SECTION 9
FINAL PLAT
SHEET 3 OF 3

Updated 11/5/2010, 1:20 p.m.

METES AND BOUNDS DESCRIPTION
13.302 ACRES OUT OF THE
WILLIAM STANDERFORD SURVEY, NO. 63
ABSTRACT NO. 742
TRAVIS COUNTY, TEXAS

DESCRIPTION OF 13.302 ACRES (579,412 SQUARE FEET) OF LAND OUT OF THE WILLIAM STANDERFORD SURVEY NO. 69, ABSTRACT NO. 742, LOCATED IN TRAVIS COUNTY, TEXAS AND BEING OUT OF A CALLED 758.794 ACRE TRACT CONVEYED TO COTTONWOOD HOLDINGS, LTD AS RECORDED IN VOLUME 12265, PAGE 1144 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND BEING A PORTION OF A CALLED 228.4626 ACRE TRACT OF LAND CONVEYED TO SHADOWGLEN RESIDENTIAL COMMUNITY, LTD UNDER DOCUMENT NO. 2001189128. SAID 13.302 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

BEGINNING AT A 1/2-INCH IRON ROD FOUND (X= 3,174,289.51; Y= 10,106,366.20) MARKING THE MOST NORTHWESTERLY CORNER OF LOT 101, BLOCK "U", SHADOWGLEN SECTION SEVEN AS RECORDED UNDER DOCUMENT NO. 200500081 OF THE TRAVIS COUNTY PLAT RECORDS, SAID POINT ALSO BEING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A 100' WIDE LCRA EASEMENT AS RECORDED IN VOLUME 643, PAGE 431 OF THE O.P.R.T.C.T. AND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A 20' WIDE WATER LINE EASEMENT RECORDED UNDER DOCUMENT NO. 2003288618 OF THE O.P.R.T.C.T.;

THENCE, ALONG THE COMMON BOUNDARY OF SAID SHADOWGLEN SECTION SEVEN THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

1. S 27°04'12" W, A DISTANCE OF 539.51 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

2. S 27°35'21" W, A DISTANCE OF 13.52 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

3. S 30°13'05" W, A DISTANCE OF 54.84 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

4. S 34°28'07" W, A DISTANCE OF 54.81 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

5. S 38°51'47" W, A DISTANCE OF 50.31 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

6. S 41°10'59" W, A DISTANCE OF 84.47 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

7. S 47°12'17" E, A DISTANCE OF 353.05 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

8. S 23°22'03" E, A DISTANCE OF 226.27 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

9. THENCE, S 23°37'05" E, A DISTANCE OF 234.06 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

10. THENCE, S 65°57'07" E, A DISTANCE OF 46.49 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING LOCATED IN THE ARC OF A NON-TANGENT CURVE TO THE RIGHT;

11. THENCE, 204.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 802.21 FEET, A CENTRAL ANGLE OF 14°38'08", A CHORD BEARING N 81°15'15" E, A DISTANCE OF 204.36 FEET TO A TO A 1/2-INCH IRON ROD WITH CAP STAMPED "SURVCON INC." SET FOR CORNER;

THENCE, S 15°54'21" W, A DISTANCE OF 7.56 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING LOCATED IN THE ARC OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, 298.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 21°29'41", A CHORD BEARING S 77°39'45" W, A DISTANCE OF 296.50 FEET TO A TO A 1/2-INCH IRON ROD WITH CAP STAMPED "SURVCON INC." SET FOR A POINT OF TANGENCY;

THENCE, S 66°54'54" W, A DISTANCE OF 244.23 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

THENCE, WESTERLY AND ACROSS THE AFOREMENTIONED 228.4626 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. N 23°22'03" W, A DISTANCE OF 182.93 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

2. N 66°37'57" E, A DISTANCE OF 20.00 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

3. N 23°35'47" W, A DISTANCE OF 202.58 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

4. N 36°51'58" W, A DISTANCE OF 58.37 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

5. N 41°25'20" W, A DISTANCE OF 57.63 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

6. N 47°30'06" W, A DISTANCE OF 64.06 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

7. N 47°32'43" W, A DISTANCE OF 268.04 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING IN THE ARC OF A NON-TANGENT CURVE TO THE LEFT;

8. 19.11 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 2°18'18", A CHORD BEARING S 40°01'51" W, A DISTANCE OF 19.11 FEET TO A TO A 1/2-INCH IRON ROD WITH CAP STAMPED "SURVCON INC." SET FOR A POINT OF TANGENCY;

10. N 51°07'18" W, A DISTANCE OF 179.87 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING IN THE EAST LINE OF A CALLED 90.0205 ACRE TRACT CONVEYED TO SHADOWGLEN GOLF, L.P. RECORDED UNDER DOCUMENT NO. 2001210550 IN THE O.P.R.T.C.T.;

THENCE, ALONG THE EAST LINE OF SAID WESTERLY 90.0205 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. N 39°50'55" E, A DISTANCE OF 479.88 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

2. N 11°32'03" E, A DISTANCE OF 71.67 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

3. N 09°54'42" W, A DISTANCE OF 83.83 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

4. N 30°08'42" E, A DISTANCE OF 191.49 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER;

5. N 36°23'51" E, A DISTANCE OF 191.02 FEET TO A 1/2-INCH IRON ROD (WITH CAP STAMPED "SURVCON INC.") SET FOR CORNER AND BEING LOCATED IN THE AFOREMENTIONED SOUTHEASTERLY LINE OF A 100' WIDE LCRA EASEMENT, SAME BEING THE SOUTH LINE OF THE AFOREMENTIONED 20' WIDE WATER LINE EASEMENT;

THENCE, S 72°19'09" E, A DISTANCE OF 338.02 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 100' WIDE LCRA EASEMENT AND 20' WIDE WATER LINE EASEMENT TO THE POINT OF BEGINNING CONTAINING A COMPUTED AREA OF 13.302 ACRES (579,412 SQUARE FEET) OF LAND.

NOTE TABLE

NOTE	DISTANCE OR ARC LENGTH	BEARING OR DELTA
1	5.85	N23-37-05W
2	21.59	N23-22-03W
3	21.85	N47-12-17W
4	6.46	N41-10-59E
5	6.14	N41-10-59E
6	13.39	N34-26-07E
7	15.21	N30-13-05E
8	13.52	N27-35-21E
9	16.97	N27-04-09W
10	12.02	S27-04-09W
11	11.02	S30-08-42W
12	15.90	S39-50-55W
13	21.21	N21-37-57E
14	32.98	N26-05-51W
15	33.23	S61-36-50W
16	3.49	S23-22-03E
17	12.93	N23-22-03W
18	20.00	N66-37-57E
19	58.37	N36-51-58W
20	57.63	N41-25-20W
21	64.06	N47-30-06W
22	71.67	N11-32-03E
23	83.83	N 9-54-42W
24	13.52	S27-35-21W
25	54.84	S30-13-05W
26	54.81	S34-26-07W
27	50.31	S38-51-47W
28	84.47	S41-10-59W
29	46.49	S65-57-07E
30	7.56	S15-54-21W

CURVE TABLE

NOTE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
1	21.12	2-18-18	525.00	N40-01-51E	21.12
2	141.64	14-06-50	575.00	N34-07-34E	141.28
3	22.56	86-10-39	15.00	N16-01-10W	20.49
4	278.74	266-10-39	60.00	N73-58-50E	87.64
5	153.96	14-06-50	625.00	S34-07-34W	153.57
6	23.24	88-47-10	15.00	S03-12-36E	20.99
7	222.07	24-14-08	525.00	S35-29-07E	220.42
8	39.15	89-43-03	25.00	S68-13-34E	35.27
9	39.39	90-16-57	25.00	N21-46-26E	35.44
10	23.56	90-00-00	15.00	N68-22-03W	21.21
11	23.56	90-00-00	15.00	N21-37-57E	21.21
12	200.92	24-14-08	475.00	N35-29-07W	199.43
13	23.88	91-12-50	15.00	S86-47-24W	21.44
14	19.11	2-18-18	475.00	S40-01-51W	19.11
15	66.87	4-49-09	795.00	S89-19-29W	66.85
16	29.29	3-11-46	525.00	N24-57-57W	29.29
17	60.15	6-33-52	525.00	N29-50-47W	60.12
18	60.77	6-37-56	525.00	N36-26-41W	60.74
19	64.20	7-00-23	525.00	N43-15-50W	64.16
20	7.66	0-50-10	525.00	N47-11-06W	7.66
21	61.56	5-38-36	625.00	N38-21-41E	61.54
22	68.00	6-14-02	625.00	N32-25-22E	67.97
23	24.40	2-14-12	625.00	N28-11-15E	24.40
24	10.47	10-00-02	60.00	N22-04-08E	10.46
25	47.60	45-27-17	60.00	N05-39-31W	46.36
26	65.36	63-22-00	60.00	S32-13-09W	63.03
27	52.46	59-38-39	50.00	S29-17-10E	59.68
28	61.95	6-10-23	575.00	S30-09-21W	61.92
29	76.29	7-48-04	575.00	S37-08-34W	76.23
30	1.40	0-08-23	575.00	S41-06-47W	1.40
31	32.08	3-52-10	475.00	N25-18-08W	32.07
32	78.45	9-27-46	475.00	N31-58-07W	78.36
33	78.30	9-26-41	475.00	N41-25-20W	78.21
34	12.09	1-27-30	475.00	N46-52-26W	12.09
35	91.85	87-42-40	60.00	N72-14-30W	83.14
36	66.87	4-49-09	795.00	S69-19-29W	66.85
37	19.11	2-18-18	475.00	S40-01-51W	19.11
38	204.92	14-38-08	802.21	N81-15-15E	204.36
39	231.38	16-40-32	795.00	S80-04-19W	230.56

SHADOWGLEN PHASE 1 PROPERTY OWNERS

GEO NUMBER	OWNER
0241620105	MICHAEL P. ROSENSTED
0241620106	LEE DEXTER HICKSON SR.
0241620107	PERRY HOMES
0241620108	PERRY HOMES
0241620109	PERRY HOMES
0241620110	MHI PARTNERSHIP, LTD.
0241620111	MHI PARTNERSHIP, LTD.
0241620112	MHI PARTNERSHIP, LTD.
0241620113	MHI PARTNERSHIP, LTD.
0241620114	PERRY HOMES
0241620115	PERRY HOMES
0241620116	ELENA L. & GREGORY LEE
0241620117	PERRY HOMES
0241620118	MHI PARTNERSHIP, LTD.
0241620119	MHI PARTNERSHIP, LTD.
0241620120	PERRY HOMES
0241620121	MHI PARTNERSHIP, LTD.
0241620122	MHI PARTNERSHIP, LTD.
0241620123	PERRY HOMES
0241620124	PERRY HOMES
0241620125	PERRY HOMES
0241620126	MHI PARTNERSHIP, LTD.
0241620206	PERRY HOMES
0241620207	MHI PARTNERSHIP, LTD.
0241620208	WILLIE & CAROL L. MIDDLETON
0241620209	MHI PARTNERSHIP, LTD.
0241620210	MHI PARTNERSHIP, LTD.
0241620211	MHI PARTNERSHIP, LTD.
0241620212	PERRY HOMES
0241620213	PERRY HOMES
0241620214	PERRY HOMES
0241620215	MHI PARTNERSHIP, LTD.
0241620216	MHI PARTNERSHIP, LTD.
0241620217	DMHI PARTNERSHIP, LTD.
0241620218	LEE DEXTER HICKSON SR.
0241620301	PERRY HOMES
0241620302	MARK J. VALDERRAMA
0241650307	KRISTEL D. & DANIEL PITTSFORD
0241650308	LISA & KYLE NORTON
0241650309	MHI MODELS, LTD.
0241650310	MHI MODELS, LTD.
0241650311	PERRY HOMES
0241650312	SHADOWGLEN RESIDENTIAL
0241650313	ORAN WASHINGTON
0241650314	LARYNDA G. MCNEAL
0241651616	CASEY & LIZETTE JACKSON

JOE D. WEBBER, JR. DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4552

PREPARED BY:
SURVCON INC.
400 W. 15TH STREET, SUITE 430
AUSTIN, TX 78701

SHADOWGLEN PHASE 1
SECTIONS 9
FINAL PLAT
SHEET 2 OF 3

VACATION INSTRUMENT

TOTAL VACATION OF
Shadowglen Phase 1 Section 9

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS 2009 XIF, LLC. ("Proprietor") is the owner of all the real property included in Shadowglen Phase 1 Section 9, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Manor ("City"), of which is recorded in Doc # 200800006 of the Plat Records of Travis County, Texas (the "Plat")

WHEREAS, Proprietors now wish to vacate the Plat so as to destroy the force and effect of the recording of such subdivision plat insofar as the same pertains to all lots and in accordance with the procedures set forth in Section 212.013 and 232.008 of the Texas Local Government Code

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Proprietors do hereby declare that, subject to the approval by the City's City Council and Travis County Commissioners Court, said subdivision is vacated.

EXECUTED this 8 day of September, 2016.

PROPRIETOR:

By: _____
2009 XIF, LLC
By Mr. Wade Bradow
Manager

THE STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Wade Bradow, Manager, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 8 day of September, 2016.

_____
Notary Public in and for the State of Texas

My Commission Expires: 11-9-2013

JUDY D JOHNSON
Notary Public, State of Texas
My Commission Expires
November 09, 2013

STATE OF TEXAS

COUNTY OF TRAVIS

On _____, 20 _____, the Travis County Commissioners Court approved the total cancellation of the subdivision known as _____, as described above.

EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Michael Hettenhausen
P.O. Box 1748
Austin, TX 78767

CITY OF MANOR
P.O. BOX 387
MANOR, TX. 78653

Telephone (512) 272-5555
Fax (512) 272-8636
www.cityofmanor.org

DEVELOPMENT SERVICES DEPARTMENT
MEMO

October 04, 2010

TO; Mr. Michael Hettenhausen, Travis County Subdivision Review

FROM: Thomas Bolt, Director-Development Services Department.

RE: Vacation of Shadowglen Subdivision, Phase 1, Section 9

Mike,

The City of Manor has no formal process for vacation of plats.

Please let this memo serve as notice that the City of Manor has accepted a letter on behalf of the developer notifying the City of the intended vacation and formally accepts that the subject Subdivision Plat will be vacated by process with Travis County. The City of Manor will file the documents requesting the vacation along with other submittals for this phase of Shadowglen Subdivision. The City of Manor recognizes the plat vacation. The City of Manor at this time has no permitting authority for properties with the Shadowglen Subdivision residential areas.

Please let me know if you need anything further

Respectfully,

Thomas M. Bolt, Director

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 15th Street
Executive Office Building
P O Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of a revised plat sign was posted on October 9 ***, 2010, on the at a point as near as practical to the area*** being revised, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 11 DAY OF October, 2010.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: Supervior TNR R&B

cc: Garcia (sign shop)
M:\PERMITS\SUBDIVN\Subdivision Review\Shadowglen Ph 1 Sec 9 Vac\Work Request for Sign Posting.doc

Updated 11/5/2010, 1:20 p.m.

NOTICE OF PUBLIC HEARING

NOVEMBER 9, 2010 AT 9:00 AM

PLAT VACATION

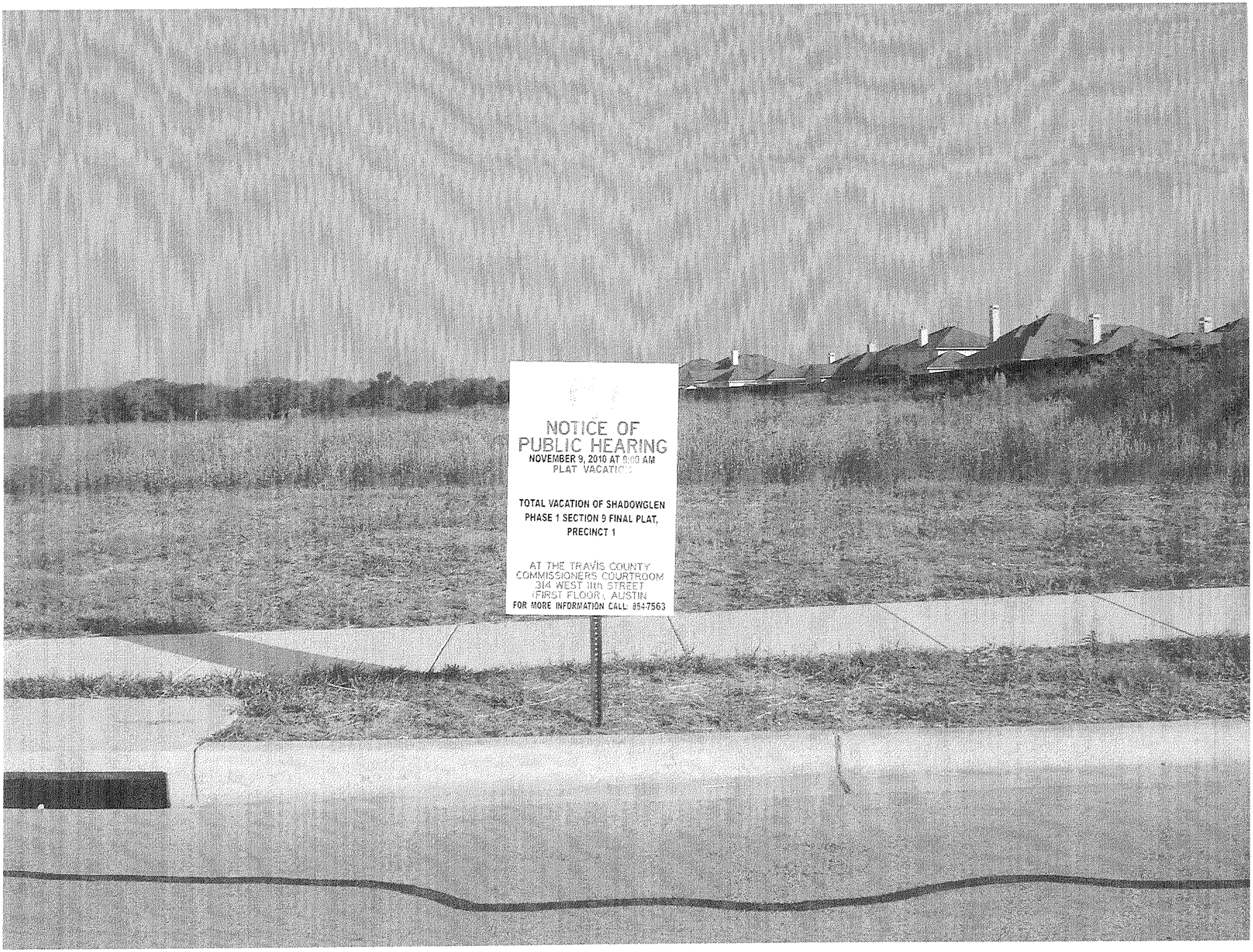
TOTAL VACATION OF SHADOWGLEN PHASE 1 SECTION 9 FINAL PLAT, PRECINCT 1

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

FOR MORE INFORMATION CALL: 854-7563

NOV 05 '10 9:07AM

Updated 11/5/2010, 1:20 p.m.



3 & 19

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

11/9/10

COURT DATE: ~~10/5/10~~

AGENDA ITEM # 19

MEMORANDUM

DATE: October 5, 2010

TO: Members of the Commissioners' Court

FROM: For Joseph P. Gieselman, Executive Manager

SUBJECT: Sale of property at 13133 Volente Road and Public Hearing under Chapter 26 of the Texas Parks and Wildlife Code.

PROPOSED MOTION

Consider and take appropriate action on the sale of 3.19 acres of land located at 13133 Volente Road (FM 2769) in Precinct Three including determination under Chapter 26 that there is no feasible and prudent alternative to the use or taking of the land and that the program or project includes all reasonable planning to minimize harm to the land as a wildlife refuge resulting from the use or taking.

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

This Public Hearing will be held under Chapter 26 of the Texas Parks and Wildlife Code Secs. 26.001 - 26.004. This Chapter 26 hearing is necessary when a governmental body proposes allowing parkland, recreation area, scientific area, wildlife refuge, or historic site to be used or taken on public land. As required, public notice of the proposed sale was published in the Austin American Statesman at least once a week for 3 consecutive weeks prior to the Public Hearing (September 12, 19, and 26, 2010).

Chapter 26 of the Texas Parks and Wildlife Code requires that for the Commissioners to vote to approve this sale, that they must find that there is no feasible and prudent alternative to the use or taking of such land, and that the program or project includes all reasonable planning to minimize harm to the land as a wildlife refuge resulting from the use or taking, and that the governing body shall consider clearly enunciated local preferences concerning this action.

Staff recommends the sale of approximately 3.19 acres of Travis County land and all improvements sited thereon (to include a single-family house) on the property located at 13133 Volente Road (FM 2769) in Precinct Three. Travis County purchased the property on FM 2769 in 2006 from Ms. Sandra Mirtsching. The property consisted of a 3,305 square foot single

family home on 2.51 acres of land. The purchase of this property was important primarily because it included access to adjacent land that the county had previously acquired for the Balcones Canyonlands Preserve (BCP). Access to the adjoining, previously-acquired BCP tract was only possible via a 0.674 acre easement that had been deeded to the Mirtsching property. Subsequently, Travis County later purchased (in late 2009) this 0.674 acre land area in fee to ensure there would always be access to the adjacent BCP property, to facilitate the ultimate sale of the house, and to improve the future marketability of the house.

The proposed sale would include both the 2.51-acre house parcel and the 0.674 acre driveway parcel. However, Travis County would retain an access easement across the property that is needed for access to the adjacent BCP property and would also retain a conservation easement over approximately 1.5 acres of the property.

FISCAL AND BUDGETARY IMPACT

As the funds used to buy the property were BCP monies, TNR recommends that proceeds from a sale go back into the originating account used for the initial purchase. Other than receipts from this proposed transaction, there is no other fiscal or budgetary impact to the County – beyond the ad valorem tax roll increase.

ISSUES AND OPPORTUNITIES

Sale of the Mirtsching house represents an opportunity for Travis County to:

- reduce liability exposure associated with ownership of a large, valuable, vacant, somewhat remote / hidden and largely unmonitored asset;
- fulfill the plan conceived several years ago for acquisition and later disposal in order to add critical habitat to and access for the BCP;
- return the single-family house to the County tax rolls under private sector ownership; and,
- significantly offset public fund costs and outlay from the original acquisition for the future use of these sale funds to acquire additional BCP land.

REQUIRED AUTHORIZATION John Hille, Asst. County Attorney

copy: John Hille, Assistant County Attorney
C. Craig Smith, Assistant County Attorney
Jon White, Division Director, Natural Resources and Environmental Quality
Rose Farmer, Natural Resources Program Manager
Linda Laack, Natural Resources
Jennifer Brown, Natural Resources
Melinda Mallia, Natural Resources and Environmental Quality
Greg Chico, Right-of-Way Manager
Mike Martino, Right-of-Way Negotiator
Donna Williams-Jones, TNR, Senior Financial Analyst

BUDGET AMENDMENTS AND TRANSFERS
FY 2011

11/9/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	982	9902	Reserves	Befit Auditor		$ 111,697	1
		001	1230	523	0701	ITS	Reg Sal-Perm Emp	$ 79,167		
		001	1230	523	2002	ITS	FICA - OASDI	$ 4,908		
		001	1230	523	2003	ITS	Hospitalization	$ 6,290		
		001	1230	523	2004	ITS	Life Insurance	$ 73		
		001	1230	523	2005	ITS	Retirement Cont.	$ 9,057		
		001	1230	523	2006	ITS	Worker's Comp.	$ 154		
		001	1230	523	2007	ITS	FICA - Medicare	$ 1,148		
		001	1230	523	3001	ITS	Office Equip,Furn	$ 7,000		
		001	1230	523	3002	ITS	Software	$ 900		
		001	1230	523	3013	ITS	Educ,Comm,Eq	$ 800		
		001	1230	523	6099	ITS	Other Purch Serv	$ 700		
		001	1230	523	6503	ITS	Travel,Meals,Lod	$ 600		
		001	1230	523	6504	ITS	Trng & Seminars	$ 900		
A2		001	9800	981	9892	Reserves	Allocated Resv.		$ 230,498	9
		001	4931	828	8165	TNR	Purch Svc Infras	$ 230,498		
A3		001	9800	981	9892	Reserves	Allocated Resv.		$ 3,500	
		001	1700	639	9001	His.Comm	CoCont.to Grants	$ 3,500		

FUND TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
FT1	WPN002	737	0000	255	3101	LCRA Escrow	Arkansas Bend		$ 10,901.48	14
		001	4945	339	2010	TNR	Park Fees	$ 10,901.48		
FT2	WPN003	737	0000	255	3102	LCRA Escrow	Bob Wentz		$ 70,043.83	14
		001	4945	339	2010	TNR	Park Fees	$ 70,043.83		
FT3	WPN004	737	0000	255	3103	LCRA Escrow	Cypress Creek		$ 18,408.16	14
		001	4945	339	2010	TNR	Park Fees	$ 18,408.16		
FT4	WPN008	737	0000	255	3104	LCRA Escrow	Hippie Hollow		$ 138,956.34	14
		001	4945	339	2010	TNR	Park Fees	$ 138,956.34		
FT5	WPN010	737	0000	255	3105	LCRA Escrow	Mansfield Dam		$ 115,546.25	14
		001	4945	339	2010	TNR	Park Fees	$ 115,546.25		
FT6	WPS003	737	0000	255	3106	LCRA Escrow	Pace Bend		$ 174,456.75	14
		001	4945	339	2010	TNR	Park Fees	$ 174,456.75		
FT7	WPN013	737	0000	255	3107	LCRA Escrow	Sandy Creek		$ 13,322.32	14
		001	4945	339	2010	TNR	Park Fees	$ 13,322.32		
FT8	N/A	737	0000	256	4000	LCRA Escrow	Interest		$ 3,265.40	14
		001	4945	339	2010	TNR	Park Fees	$ 3,265.40		

OTHER

Consolidation of two half-time slots into one slot in the RMCR Law Library Fund	17

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst Wm. Derryberry

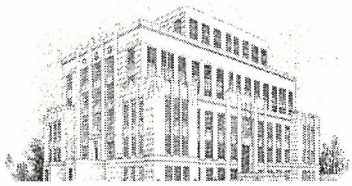
DATE: October 26, 2010

SUBJECT: BEFIT ITS Systems Engineer Amendment

The Travis County Information & Telecommunication Systems Department (ITS) is requesting a budget amendment totaling $111,697 from the County's **B**etter **E**nterprise **F**inancial **I**nformation for **T**ravis County (BEFIT) Reserve (001-9800-982-9902) in the amount $111,697. These amounts will provide funding for a System Engineer III FTE position and related operating expenses, for the County's BEFIT Project in the ITS Department, for 10 months of FY 11. The FY 11 Budget in the BEFIT Reserve for this matter is $131,856. Thus there is a net FY 11 savings related to this request of $20,159. This amendment would leave a balance of $988,233 in the FY 11 BEFIT Reserve. Please see the supporting memo for this request from ITS for further information.

PBO recommends approval of this amendment from the BEFIT Reserve. PBO further recommends inclusion of the annualized ongoing cost of $122,798 and related operating expenses for this FTE in the FY 12 Target Budget for the ITS Department. If you have any questions, please call me at 4-4741.

Cc: Joe Harlow, Chief Information Officer
Walter LaGrone, System Network Operations Division Manager, ITS
David Stanton, Project Manager I, ITS
Susan Spataro, County Auditor
Diana Warner, First Assistant County Auditor
Michael Wichern, Chief Assistant County Auditor II
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Director, PBO
Chris Broussard, Business Analyst III, PBO
Randy Lott, Senior PBO Analyst, PBO



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS
Joe Harlow, Chief Information Officer
314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

Date: **October 19, 2010**

To: **William Derryberry, Senior Analyst**

From: **Joe Harlow, Chief Information Officer** Joe Harlow

Subject: **Budget Adjustment & Establishment of Slot for BEFIT Systems Engineer**

A BEFIT Reserve amount of $1,099,930 was included in the approved FY 11 budget. Included in the reserve amount were funds attributable to a Systems Engineer III for the ITS Technical Staff. This position is for a highly skilled systems engineer to be the lead systems administrator for the new server environment. This position will be an ITS position but fully dedicated to the BEFIT project during the implementation and later as a member of the support team for the new system. The BEFIT project is at a point where this position is required to be filled.

ITS is requesting the approval of transfer of funds from the Befit Reserve to ITS line items as well as the Slot being setup in order that this position may be filled. The job title is a Systems Engineer III grade 27. Attached is the FY 11 Budget request.

Should you have further questions or require additional information, please contact me.

Cc: Randy Lott, PBO; Diane Blankenship, HRMD; Walter LaGrone, ITS; David Stanton, ITS

FY 2011 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL

Name of Budget Request & Priority #:	#1 -BEFIT–ITS Technical Staffing Year One
Fund/Office-Dept/Division:	001/12/30 ITS
Total Amount Requested:	$131,856
Collaborating Offices-Depts/Agencies:	County Auditor's Office
Contact Information (Name/Phone):	Christina Adair/Mike Wichern x-49125

1. Summary Statement: *Include one or two sentences to be included in Commissioners' Court materials.*

This request is for one highly skilled technical staff needed for project BEFIT during the implementation in addition to the staff already dedicated to the project. The staff in this request will be part of the support team for the new system after implementation.

2. Description of Request: *Describe the request, including current issues and how the request relates to the mission and services provided by the office/department. Include historical information related to the request where relevant.*

During the FY09 budget process, funding for functional and some technical experts to join the project team was approved. It was decided at that point to delay the full technical staffing until the new technical environment was known in order to acquire the right technical skills both for the implementation phase and for the on-going support after implementation.

The new technical environment will be known by the summer of 2010 and the new environment will be established starting in January 2011. We know that this new environment will be the most complex environment that the County has implemented for any of the County-wide systems to-date, so we are requesting one position for a highly skilled systems engineer to be the lead systems administrator for the new server environment. This position will be an ITS position but fully dedicated to the project during the implementation and later as a member of the support team for the new system. The main job functions of this new position are:

- Administer the operating system functions of all the servers and all the required environments (production, test, training, and development)
- Administer the communication functions of all the servers and all the required environments
- Administer the backup and restore functions of all the servers and all the required environments
- System monitoring, analysis, and problem resolution.
- System performance analysis and planning.

We believe that besides this one Systems Engineer position, we do not need any additional staffing for FY11 and project BEFIT.

FY 2011 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL

Name of Budget Request & Priority #:	#1 -BEFIT–ITS Technical Staffing Year One

2. Description of Request: (continued)

The final picture for the staffing needs to support the new system after implementation is not clear at this point and will depend on the selected system. The on-going support requirements are part of the total cost of ownership that will be evaluated as part of the current phase II of the proposal evaluation process, which is scheduled to be completed by the end of June 2010. This means that by the end of June 2010, we should have a complete picture of the anticipated staffing needs for the post-implementation support team. The goal is to use available internal resources first by re-training during the implementation phase to acquire the necessary new skills but there will be instances when this is not possible. We will make this clear in our total cost of ownership analysis.

3a. Pros: *Describe the arguments in favor of this proposal.*

- Travis County can fulfill its expected technical responsibilities as outlined in the proposals
- Project schedule not compromised by re-work due to lack of knowledge or skills
- Building the foundation for the technical support post-implementation
- An on-going full-time skill and job-function needed by Travis County, so less costly than hiring outside full-time experts to fulfill function.

3b. Cons: *Describe the arguments against this proposal.*

4. Anticipated Outcome of Request and Proposed Timeline: *Timeline should include the expected dates of results and may extend past FY11.*

The evaluation process is scheduled to end at the end of June with the following five months dedicated to contract negotiations and finalizing the contract. The schedule for the implementation project is as follows:

FY 11

- Nov — Contract Signed
- Nov-Dec — Pre-Implementation Planning and Ordering of Hardware and Software
- Jan-Sep — Core Financials Implementation Activities

FY 12

- Oct-Apr — Core Financials and Payroll/HR Implementation Activities
- Apr — Core Financials Go-Live
- May-Sep — Core Financials Post-production Support and Payroll/HR Implementation Activities

FY 2011 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL

Name of Budget Request & Priority #:	#1 -BEFIT–ITS Technical Staffing Year One

4. Anticipated Outcome of Request and Proposed Timeline: (continued)

FY 13

- Oct-Dec — Payroll/HR and Financials II Implementation Activities
- Jan — Payroll/HR Go-Live
- Jan-Mar — Payroll/HR Post-production Support and Financials II Implementation Activities
- Apr-May — Financials II Implementation Activities
- Jun — Financials II Go-Live
- Jul-Sep — Financials II Post Production Support and Project Close-Out

5. Description of Program Measurement and Evaluation: *Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.*

6a. Performance Measures: *List applicable current and new performance measures related to the request and note the changes for FY11 should this request be implemented.*

Measure Name	Actual FY09 Measure	Revised FY10 Measure	Projected FY11 Measure at Target Level	Projected FY11 Measure with Added Funding
Business objectives will be defined into specific and measurable performance metrics by the project team before the end of FY10.				

6b. Impact on Performance: *Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes.*

7. Impact of Not Funding: *Describe the impact of not funding the request in FY11.*

- If budget package "BEFIT Implementation Year One" is approved, then system administration functions have to be performed and Travis County does currently not have this expertise
- Increased implementation cost in order to contract with either implementer or outside experts to fulfill County's responsibilities
- The possibility of schedule delays due to re-work
- Harder transition to post-support environment

FY 2011 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL

Name of Budget Request & Priority #:	#1 -BEFIT–ITS Technical Staffing Year One

8. Leveraged Resources: *If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.*

9. Additional Revenue: *If this proposal generates additional revenue, list the amount and the assumptions used for the estimate.* **(Attach a copy of the form submitted to the Auditor's Office).**

10. Collaboration: *If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.*

11. If requesting a new position(s), is office space currently available? Y/N **If no,** *attach plan from Facilities Mgmt. explaining how to acquire space for this proposal.* **Identify proposed position location below:**

No - perm office; **Maybe** as workstation

Building Address	910 Lavaca - Rusk	**Floor #**	
Suite/Office #	TBD	**Workstation #**	

FY 2011 BUDGET SUBMISSION
Budget Request Details

Name of Budget Request:	BEFIT - ITS Technical Staffing Year One				
Budget Request Priority #:	**ITS-#1**	**Dept #:**	12	**Name:**	**ITS**

A. Personnel

Position Title	PG	FTE	Fund	Div	Fund %	Empl Type	Annual Cost Salary	Annual Cost Benefits	Annual Cost Total
Total placed in BEFIT reserve account 001-9800-982.99-04 with planned expenditures as listed below									
Systems Engineer III (ITS)	27	1	001	30	100	reg	$ 95,000	$ 25,956	$ 120,956
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
TOTAL PERSONNEL							$ 95,000	$ 25,956	$ 120,956

B. Operating

Description	Fund	ofc/ dept	Div	Act	Line Item #	One Time Cost	On Going Cost	Total
Total placed in BEFIT reserve account 001-9800-982.99-04 with planned expenditures as listed below								
oper supp-furn setup	001	12	30	523	30.01	$ 1,500	-	$ 1,500
operating supp	001	12	30	523	30.01	-	500	500
operating supp - Computer	001	12	30	523	30.01	5,000	-	5,000
oper supp - software	001	12	30	523	30.02	600	300	900
Telecom, equip, etc	001	12	30	523	30.13	800	-	800
Cabling, comm, nw switch	001	12	30	523	60.99	700	-	700
Prof Dev - tvl/mls/ldg	001	12	30	523	65.03	-	600	600
Prof Dev - training	001	12	30	523	65.04	-	900	900
								-
TOTAL OPERATING						$ 8,600	$ 2,300	$ 10,900

C. Computer/Telecommunication and Capital Related to This Request

TOTAL COMPUTER/TELECOMMUNICATION EQUIPMENT FROM ITS FORMS	see above
TOTAL CAPITAL EQUIPMENT FROM CAPITAL BUDGET REQUEST (PB-6)	$ -
TOTAL ALL CAPITAL	see above

TOTAL BUDGET REQUEST	One Time	On Going	Total FY11
TOTAL BUDGET REQUEST NON-CAPITAL (A + B)	$ 8,600	$ 123,256	$ 131,856
TOTAL BUDGET REQUEST FROM ABOVE (A + B + C)	$ 8,600	$ 123,256	$ 131,856

Form Completed By: Mike Wichern/Christina Adair

AUTOMATED BUDGET ADJUSTMENT FORM

View Budget Adjustment 24433

FY-Budget Type: 2011-Reg
Author: 12 - MACIK, NICHOLAS
Created: 10/20/2010 11:29:49 AM
PBO Category: Amendment
CC Date: ~~11/2/2010~~ 11/9/2010
Dept: 98 - RESERVES
Cur Aprvl Lvl: PBO-Analyst
Cur Aprvl Dept: 98
Cur Aprvl From/To: From
From Account: 001-9800-982-9902
To Account: Many
Transfer Amount: $111,697
Justification: Other
Just. Text: Transfer from BEFIT Reserve-Systems Engineer III

<< Back

From/To	Acct Number	Account Description	Project	Project Description	Amount
From	001-9800-982-9902	BEFIT AUDITOR			$111,697
To	001-1230-523-0701	REG SALARIES-PERMNT EMPL			$79,167
To	001-1230-523-2002	FICA TAX - OASDI			$4,908
To	001-1230-523-2003	HOSPITALIZATION			$6,290
To	001-1230-523-2004	LIFE INSURANCE			$73
To	001-1230-523-2005	RETIREMENT CONTRIBUTION			$9,057
To	001-1230-523-2006	WORKER'S COMPENSATION			$154
To	001-1230-523-2007	FICA TAX - MEDICARE			$1,148
To	001-1230-523-3001	OFFICE EQUIP,FURN, & SUPP			$7,000
To	001-1230-523-3002	SOFTWARE			$900
To	001-1230-523-3013	EDUC,COMMUNCATN,EQ & SUPP			$800
To	001-1230-523-6099	OTHER PURCHASED SERVICES			$700
To	001-1230-523-6503	TRAVEL, MEALS, LODGING			$600
To	001-1230-523-6504	TRAINING & SEMINARS			$900

Wm. Dougherty
10-25-10
Roger Mellies
10-25-10

Budget Adjustment: 24378

Fyr _ Budget Type: 2011-Reg	Author: 49 - WILLIAMS-JONES, DONNA	Created: 10/15/2010 12:08:27 PM
PBO Category:	Court Date: None	Dept: RESERVES
Just: Other	To provide budget for 20% match for TX DoT Transporation Enhance Grant for the McKinney Falls Parkway Pedestrian Way project. The Comm. Court approved an earmark for this budget during the FY 2011 budget process.	

From Account	**Acct Desc**	**Project**	**Proj Desc**	**Amount**
001-9800-981-9892	ALLOCATED RESERVES			230,498
				230,498

To Account		Project	Amount
001-4931-828-8165	PURCH SVC INFRASTRUCTR SW		230,498
			230,498

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	10/15/2010 12:08:35 PM

CMO

PBO concurs. These funds are earmarked.

9

RECEIVED
10 OCT 20 AM 8:41
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

October 15, 2010

MEMORANDUM

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Approve Budget Transfer from General Fund Reserves for TX DoT Grant Match

Proposed Motion: Approve a budget transfer for $230,498 from General Fund Allocated Reserves for match for the Texas Department of Transportation (TX DoT) McKinney Falls Pedestrian Way grant award.

Summary and Staff Recommendation: TNR is requesting that the Commissioner's Court approve a transfer of $230,498 from the allocated reserve account 001-9800-981-9892 to account 001-4931-828-8165 for the McKinney Falls Parkway Pedestrian Way project. In July 2010 TNR received notification of a grant award in the amount of $921,992 for one of four projects we requested funding for under the Transportation Enhancement Program. The $921,992 grant requires a 20% match in the amount of $230,498. During the FY 2011 budget cycle the Commissioners Court approved an earmark against allocated reserves to cover the $230,498. TNR is expecting construction on this project to begin in FY 2011 and therefore recommends approval of this transfer.

Budgetary and Fiscal Impact: This will reduce the general fund allocated reserve account by $230,498.

Required Authorizations: Planning and Budget Office, Jessica Rio.

Exhibits: Budget transfer xxxxx for the $230,498 has been entered in the automated budget adjustment system. Copies of the related grant award documents are attached.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DW:JPG:dw

Attachments

cc: Steve Manilla, TNR
Donna Williams-Jones, TNR
Jessica Rio, PBO

10

Updated 11/5/2010, 1:20 p.m.

RECEIVE
AUG 02 2010
TNR

CODE 3101
9125

Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

July 30, 2010

COPY

Mr. Steve Manilla
Director, Public Works
Travis County
PO Box 1748
Austin, Texas 78767

Dear Mr. Manilla:

On behalf of the Texas Transportation Commission and the Texas Department of Transportation (TxDOT), I am pleased to advise you that the Mckinney Falls Pedestrian Way, submitted for the Transportation Enhancement Program has been selected for funding. The maximum federal funding available for this project is $921,992.

Please be advised that project nominators are required to execute a project agreement with TxDOT. According to the program rules, the agreement must be executed within one year of this notification letter. Failure to execute the agreement within the allotted time period will jeopardize the federal funding. Also, please remember that no reimbursement costs can be incurred, or negotiations for real property can occur, until the agreement is executed and the Federal Highway Administration authorizes funding for the project.

A representative from TxDOT's Atlanta District Office will be contacting you in the near future to initiate the development of the project agreement and to discuss the requirements associated with implementing a federal-aid transportation project.

Again, I want to congratulate you on your selected project.

Sincerely,

Mark A. Marek

Mark A. Marek, P.E.
Director, Design Division

cc: Carlos A. Lopez, P.E., Austin District Engineer, TxDOT
Ed Collins, Austin District, TxDOT

Project No. STP 2011(238)TE/AUS.TV.7007

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

November 1, 2010

To: Commissioners Court

From: Katie Petersen Gipson, Planning & Budget Analyst

Re: Budget Amendment for Historical Commission Grant match

On May 5, 2009, the Commissioners Court approved a grant contract with the Texas Historical Commission for a cultural resources survey of rural properties in Northeast Travis County. A $3,500 cash grant match was added to the Historical Commission's FY09 budget. It is now time to pay the contract for the surveyor; however the cash match funds were not encumbered nor re-budgeted for FY11. It is therefore the recommendation of PBO that the match be funded by the Allocated Reserve. Please feel free to contact me if you have any questions.

CC: Barry Hutchinson, Travis County Historical Commission
Ellen Heath, Auditor's Office
Leroy Nellis, PBO
Rodney Rhoades, PBO

Budget Adjustment: 24469

Fyr _ Budget Type: 2011-Reg	Author: 57 - DAWKINS, CATHY	Created: 10/26/2010 8:36:11 AM
PBO Category: Amendment	Court Date: Tuesday, Nov 9 2010	Dept: RESERVES
Just: Other	Funds for cash match for the Northeast Travis County Historical Survey grant.	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			3,500
				3,500

To Account		Project	Amount
001-1700-639-9001	CO. CONTR. TO GRANTS		3,500
			3,500

Approvals	Dept	Approved By	Date Approved
Originator	57	CATHY DAWKINS	10/26/2010 8:36:20 AM
DepOffice	57	THOMAS ASHBURN	10/26/2010 8:51:02 AM
DepOfficeTo	57	THOMAS ASHBURN	10/26/2010 8:51:09 AM

11/2/10

13

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 49

RECEIVED
10 OCT 22 PM 3:08
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Is this request related to a separate agenda item other than Budget Amendments and Transfers?
If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

_____ Contract Pending
_____ Personnel Amendment
_____ Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #		Fund	Dept/Div.	Act.	Ele/Obj.	Project Number	Object Title	Reduction Amount	Type	For PBO Use Only: PBO Approval Analyst/Manager
1	FROM:	737	0000	255	3101	WPN002	LCRA Escrow Arkansas Bend	$10,901.48	FT	
	TO:	001	4945	339	2010		Park Fees			
2	FROM:	737	0000	255	3102	WPN003	LCRA Escrow Bob Wentz	$70,043.83	FT	
	TO:	001	4945	339	2010		Park Fees			
3	FROM:	737	0000	255	3103	WPN004	LCRA Escrow Cypress Creek	$18,408.16	FT	
	TO:	001	4945	339	2010		Park Fees			
4	FROM:	737	0000	255	3104	WPN008	LCRA Escrow Hippie Hollow	$138,956.34	FT	
	TO:	001	4945	339	2010		Park Fees			
5	FROM:	737	0000	255	3105	WPN010	LCRA Escrow Mansfield Dam	$115,546.25	FT	
	TO:	001	4945	339	2010		Park Fees			

JUSTIFICATION:

Item #'s:	
_____	Needs rebudgeting to meet commodity code requirements
x	Other, please specify:

Types of Requests
Transfer - TR
Amendment - AM
Discussion - DS
Automatic - AU

FY 2010 4th Qtr park revenue & interest transfer totaling $544,900.53 from the LCRA Escrow Fund to the County's General Fund. This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".

Signature of Elected/Appointed Official

10/21/10
Date

Please refer to budget rules for instructions on filling out Budget Adjustment Form

Rev 12/93

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 49

Is this request related to a separate agenda item other than Budget Amendments and Transfers? If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

_____ Contract Pending
_____ Personnel Amendment
_____ Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #		Fund	Dept/Div.	Act.	Ele/Obj.	Project Number	Object Title	Reduction Amount	For PBO Use Only: Type	PBO Approval Analyst/Manager
6	FROM:	737	0000	255	3106	WPS003	LCRA Escrow Pace Bend	$174,456.75	FT	
	TO:	001	4945	339	2010		Park Fees			
7	FROM:	737	0000	255	3107	WPN013	LCRA Escrow Sandy Creek	$13,322.32	FT	
	TO:	001	4945	339	2010		Park Fees			
8	FROM:	737	0000	256	4000	N/A	LCRA Escrow Interest	$3,265.40	FT	
	TO:	001	4945	339	2010		Park Fees			
9	FROM:									
	TO:									
10	FROM:									
	TO:									

JUSTIFICATION:

Item #'s: _____

Needs rebudgeting to meet commodity code requirements

x Other, please specify:

Types of Requests
Transfer - TR
Amendment - AM
Discussion - DS
Automatic - AU

Signature on page 1
Signature of Elected/Appointed Official

Date

Please refer to budget rules for instructions on filling out Budget Adjustment Form

Rev 12/93

Updated 11/5/2010, 1:20 p.m.

Transportation & Natural Resources
21-Oct-10

FY 2010 - 4th Qtr. & Final Transfer to the General Fund & CIP

LCRA Parks Escrow Account Number	Park	4th Qtr Revenues (7/1/2010-9/30/2010)	Adjust. *	Less: Pending FY2010 LCRA Admin. Fee 4th Qtr	Less: Pending 4th Qtr Trsfr to CIP 029-4945-339-2010	Net Amount - Trsfr. To GF 001-4945-339-2010
737-0000-255-3101	Arkansas Bend	13,013.00	-	(159.57)	(1,951.95)	10,901.48
737-0000-255-3102	Bob Wentz	83,587.00	-	(1,005.12)	(12,538.05)	70,043.83
737-0000-255-3103	Cypress Creek	21,947.00	-	(246.79)	(3,292.05)	18,408.16
737-0000-255-3104	Hippie Hollow	166,012.00	-	(2,153.86)	(24,901.80)	138,956.34
737-0000-255-3105	Mansfield Dam	137,920.00	1.71	(1,685.96)	(20,689.50)	115,546.25
737-0000-255-3106	Pace Bend	208,235.00	18.29	(2,559.79)	(31,236.75)	174,456.75
737-0000-255-3107	Sandy Creek	15,886.00	-	(180.78)	(2,382.90)	13,322.32
	Total:	**646,600.00**	**20.00**	**(7,991.87)**	**(96,993.00)**	**541,635.13**
737-0000-256-4000	Interest	3,265.40		-	-	3,265.40
	Total:	**649,865.40**	**20.00**	**(7,991.87)**	**(96,993.00)**	**$544,900.53**

Adjustment includes $20 res fees not previously reflected and 15% trsfr to CIP ($3)

Prepared by: Isabelle Lopez
Financial Services Division

10/21/2010

16

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

DATE: October 26, 2010

RE: Consolidation of two half-time slots into one slot in the RMCR Law Library Fund

PBO concurs with the RMCR request for Commissioners Court approval to consolidate two half-time attorney slots into one full-time slot in the Law Library Fund (Fund 011). No additional funding is required and PBO has verified the $1,800 in permanent salary savings generated.

cc: Rodney Rhoades, Leroy Nellis, PBO
Todd Osburn, HRMD
Steven Broberg, Lisa Rush, RMCR

Travis County RMCR
Records Management
& Communication
Resources

314. W. 11th St. #110
P.O. Box 1748
Austin, TX 78767

512.854.9575
Fax: 512 854.4560

Services:

Travis County Archives
512.854.4675
Fax: 854.4560

Imaging Lab
512.854.9061
Fax: 854.4560

Information Booth
512.854.9000
Fax: 854.9887

Law Libraries
512.854.8677
Fax: 512.854.9887

Legal Self-Help Center
512.854.9019
Fax: 854.9082

Media Services/TCTV-17
TravisCountyTV.org
512.854.9503
Fax: 854.4560

Mail Services
512.854.9528
Fax: 854.4560

Offsite Storage
512.854.5865
Fax: 854.9062

Print Shop
512.854.9104
Fax: 854.9105

MEMORANDUM

RECEIVED
10 OCT 22 PM 3:57
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

To: Randy Lott, Planning and Budget Analyst

From: Steven Broberg, Director of RMCR Tom Adkins for SWB 10/22

Date: October 22, 2010

Re: Consolidation of two half-time slots into one slot

The RMCR Law Library requests Commissioners Court approval to consolidate two of its half-time Attorney slots (49 and 51) into one full-time slot (51). The salary paid the incumbent in slot 51 would change from $33,752 per year to $67,504 per year to reflect the increase in work hours from half-time to full-time.

This consolidation would allow the experienced employee in slot 51 to work full-time and therefore expand the number of bilingual reference attorney appointments the Law Library could offer it patrons. The Law Library is requesting that slot 49, which was vacated on 10/15/2010, be eliminated. Additionally, this action would allow the Law Library Fund to realize additional permanent salary savings of $1,800.

$69,304 – current FY 11 total salaries slots 49 and 51.
$67,504 – proposed FY 11 salary slot 51.
$1,800

The position numbers for both slots are 24029, the titles are both Attorney III, and the account number is 011-5740-555.07-01.

Thank you.

Updated 11/5/2010, 1:20 p.m.

Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
$8,953,199			Beginning Balance
($18,768)	District Attorney	10/19/10	Family Protection Fund
$4,443	Various	10/15/10	Canceled Purchase Orders
$4,051	Various	10/25/10	Canceled Purchase Orders
($102,500)	Medical Examiner	10/26/10	Financial Feasibility Study
($599,970)	TNR	10/26/10	Hamilton Pool Cleanup Project
($3,975)	CJP	10/26/10	ACC Internship Program
($5,178)	Civil Courts	10/26/10	ACC Internship Program
$11,039	Various	11/1/10	Canceled Purchase Orders
$8,242,341	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building
($200,000)	Transition Planning
($25,885)	ACC Internship Program
($200,000)	Television Cable Service for Travis County
($185,439)	Family Drug Treatment Court
($184,727)	Drug Court Grant Reserves
($21,060)	Cadaver Contract Increase
($57,137)	DWI Court Program
($20,000)	HAZMAT Allocated Reserves
($19,240)	Landfill Leachate Discharge Abatement & Priority 2
($25,000)	Cash Match for MHPD Expansion grant
($51,494)	MHPD FY 11 Continuation funding
($50,000)	Postage and Postage
($200,000)	Managed Print Services
($255,000)	Workforce Development Pilot Programs
($400,000)	Civil Indigent Attorney Fees
($300,000)	Indigent Attorney Fees for Capital Cases
($200,000)	Transition Planning
($70,000)	Redistricting
($175,000)	Special Election for Senator Wentworth
($250,000)	Conservation Easment
($230,498)	McKinney Falls Grant Match
($3,177,945)	**Total Possible Future Expenses (Earmarks)**

$5,064,396 Remaining Allocated Reserve Balance After Possible Future Expenditures

Updated 11/5/2010, 1:20 p.m.

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
$496,980			Beginning Balance
$496,980	**Current Reserve Balance**		

Possible Future Expenses Against CAR Identified During the FY11 Budget Process:

Amount	Explanation
($135,000)	Video Surveillance Phase 2 of 3
($95,500)	Failing Vehicles
($90,000)	Guardrails
($90,000)	**Total Possible Future Expenses (Earmarks)**

$406,980 Remaining CAR Balance After Possible Future Expenditures

20

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**		

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
$2,100,000			Beginning Balance
$2,100,000	**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
$596,369			Beginning Balance
$596,369	**Current Reserve Balance**		

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
$51,280			Beginning Balance
$51,280	**Current Reserve Balance**		

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
$48,595,756			Beginning Balance
$48,595,756	**Current Reserve Balance**		

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
$1,099,930			Beginning Balance
$1,099,930	**Current Reserve Balance**		

Item 8

Travis County Commissioners Court Agenda Request

Voting Session November 9, 2010 (Date) Work Session _____ (Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
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 $1,046,388.94, for the period of October 22, 2010 to October 28, 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)

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	November 9, 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:	October 22, 2010 to October 28, 2010
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$1,046,388.94
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 $1,046,388.94.

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

OCTOBER 22, 2010 TO OCTOBER 28, 2010

-

Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.

Page 1a. Explanation of Higher than Normal Reimbursement Amount.

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:	November 9, 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:	October 22, 2010
TO:	October 28, 2010

REIMBURSEMENT REQUESTED: **$ 1,046,388.94**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,523,272.44
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 2, 2010	$	(474,168.77)
October 5, 2010 adj	$	135.10
Adjust to balance per UHC	$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	$	1,046,388.94
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	1,046,388.94

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 $94,485.65) 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 ($145,876.21) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the $175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled ($18,524.55).

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.

Diane Blankenship 10/29/10
Diane Blankenship, Director, HRMD Date

Dan Mansour 10-29-2010
Dan Mansour, Risk Manager Date

Cindy Purinton 10/29/10
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 10/29/10
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.

Human Resources Management Department

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

MEMORANDUM

Date: November 9, 2010

To: Commissioners Court

From: Dan Mansour, Risk Manager, HRMD

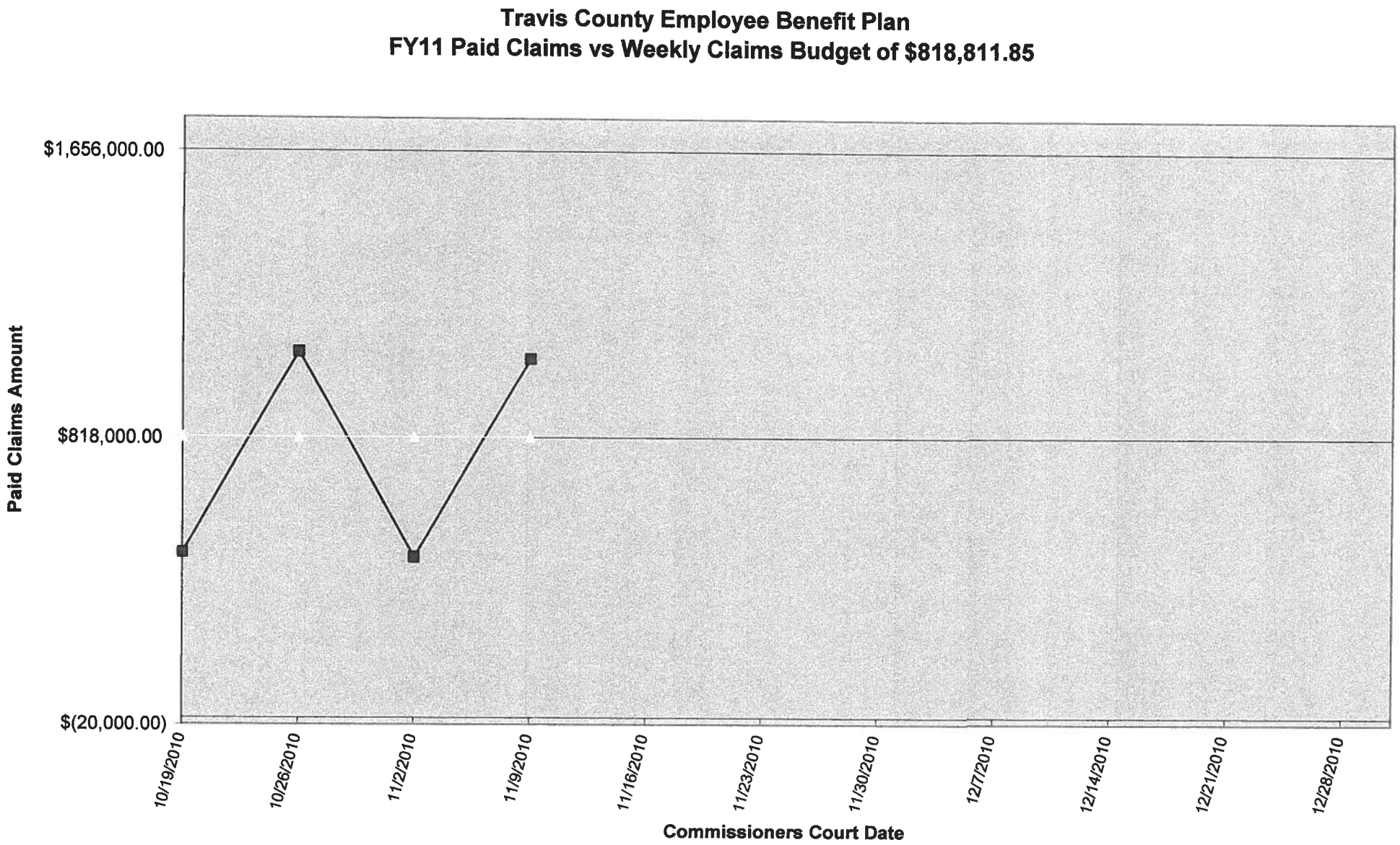
Re: Explanation of Larger than Normal Health Reimbursement Request
For the Period of October 22 – 28, 2010,
$1,046,388.94

This week's claims reimbursement request of $1,046,388.94 includes two claims over $25,000, totaling $94,485.65. In addition there are five claims over $10,000, which total $84,135.18; and 14 claims between $5,000 and $10,000, which total $95,363.85. There are a total of 6,688 claims included this week.

Pharmacy charges are included in reimbursements every other week. Pharmacy charges of $336,491.94 included in this week's reimbursement are about average.

It appears this week's reimbursement is higher due to the number of larger claims, the inclusion of pharmacy charges, as well as the overall number of claims included.

Updated 11/5/2010, 1:20 p.m.



Travis County Employee Benefit Plan
FY11 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2011 % of Budget Spent	FY 2010 % of Budget Spent
1	10/1/2010	10/7/2010	10/19/2010	$ 486,507.45	$ 818,811.85	1	$ 49,999.05	1.14%	1.34%
2	10/8/2010	10/14/2010	10/26/2010	$ 1,067,933.98	$ 818,811.85	1	$ 28,590.00	3.65%	3.50%
3	10/15/2010	10/21/2010	11/2/2010	$ 474,168.77	$ 818,811.85	0	$ -	4.76%	4.52%
4	10/22/2010	10/28/2010	11/9/2010	$ 1,046,388.94	$ 818,811.85	2	$ 94,485.65	7.22%	6.25%

Paid & Budgeted Claims to Date	$ 3,074,999.14	$ 3,275,247.38
Paid Claims less Total Weekly Budget		$ (200,248.24)

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

From: <SIFSFAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 10/29/2010 5:05 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: 2010-10-29 REQUEST AMOUNT: $1,523,272.44

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: 2010-10-28		$524,682.96
- REQUIRED BALANCE TO BE MAINTAINED:		$1,938,718.00
+ PRIOR DAY REQUEST:	$00.00	
= UNDER DEPOSIT:	$1,414,035.04	
+ CURRENT DAY NET CHARGE:	$109,237.40	
+ FUNDING ADJUSTMENTS:	$00.00	
REQUEST AMOUNT:	$1,523,272.44	

ACTIVITY FOR WORK DAY: 2010-10-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$366,072.43	$00.00	$366,072.43
TOTAL:	$366,072.43	$00.00	$366,072.43

ACTIVITY FOR WORK DAY: 2010-10-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$245,236.48	$00.00	$245,236.48

Updated 11/5/2010, 1:20 p.m.

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_10_28

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	-194.64	NN	938687	AH	9	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-194.84	NN	1757155	AH	7	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-198.52	NN	1027051	AH	1	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-198.52	NN	1539381	AE	8	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-202.6	NN	1330799	AI	11	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-205.12	NN	965913	AH	1	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-213.4	NN	1374873	AH	9	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-213.4	NN	1091906	AA	8	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-219.19	NN	1871768	AA	5	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-236.66	NN	1528405	AH	5	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-297.52	NN	1625601	AH	5	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-298.14	NN	1267011	AI	3	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-315.86	NN	1738042	AH	9	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-445.37	RJ	30428160	AH	6	7/16/2010	50	10/25/2010	10/28/2010
701254	632	-483.54	RI	10175740	AE	5	10/23/2010	50	10/29/2010	10/28/2010
701254	632	-577.92	NN	1428443	A	12	10/28/2010	200	10/25/2010	10/28/2010
701254	632	-904	U4	15396580	AA	6	7/19/2010	50	10/26/2010	10/28/2010
701254	632	-1746.62	RJ	30428150	AH	6	7/16/2010	50	10/27/2010	10/28/2010
701254	632	-2028.04	NN	1773857	A	12	10/28/2010	200	10/25/2010	10/28/2010
		1,046,388.94								

7

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 10/28/2010

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

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: 10/28/2010

TYPE		MEMBER TYPE	TRANS_AMT	
CEPO				
	EE			
		526-1145-522.45-28	**139,996.92**	
	RR			
		526-1145-522.45-29	**14,268.28**	
Total CEPO				$154,265.20
EPO				
	EE			
		526-1145-522.45-20	**275,076.42**	
	RR			
		526-1145-522.45-21	**52,077.80**	
Total EPO				$327,154.22
PPO				
	EE			
		526-1145-522.45-25	**502,515.40**	
	RR			
		526-1145-522.45-26	**62,454.12**	
Total PPO				$564,969.52
Grand Total				$1,046,388.94

Item 9

#_____

Travis County Commissioners Court Agenda Request

Voting Session ____11/9/10_____ (Date)

Work Session _____ (Date)

I. Request made by:

RJ by RJB

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS FOR HUMAN RESOURCES MANAGEMENT DEPARTMENT:

A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND

B. NON-ROUTINE REQUEST FROM THE TRAVIS COUNTY CONSTABLE PRECINCT ONE'S OFFICE FOR A VARIANCE TO TRAVIS COUNTY CODE CHAPTER 10.0295, PEACE OFFICER PAY SCALE

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
Danny Thomas, Constable Pct 1 Phone # 854-7510
Diane Blankenship, Director, HRMD Phone # 854-9170
Todd L. Osburn, Compensation Manager, HRMD Phone # 854-2744

III. Required Authorizations: Please check if applicable:

_____Planning and Budget Office (854-9106)

_____Human Resources Management Department (854-9165)

_____Purchasing Office (854-9700)

_____County Attorney's Office (854-9415)

_____County Auditor's Office (854-9125)

Human Resources Management Department

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

November 9, 2010

ITEM # :

DATE: October 29, 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

RJ by DB

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

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 10.

B. Non-Routine Personnel Action – Pages 11 - 14.
Constable 1 requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 to place slot 13 from step 1 to step 2. PBO has confirmed funding up to step 2.

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

RJ/DB/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
Juvenile Probation	408	Cook	8 / Level 4 / $24,128.00	8 / Level 4 / $24,128.00
Probate Court	7	Attorney V* **	27 / $81,389.78	27 / $81,389.78
Sheriff	1639	Security Coord	12 / Level 3 / $30,804.80	12 / Level 3 / $30,804.80
Sheriff	1642	Security Coord	12 / Minimum / $28,262.42	12 / Minimum / $28,262.42
Sheriff	1824	Deputy Sheriff Law Enforcement	72 / Step 1 / $46,622.16	72 / Step 1 / $46,622.16
TNR	334	Road Maint Worker	8 / $27,768.00	8 / $27,768.00

*Temporary to Regular ** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20055	Elec Clk – Operations Clk II	10 / $12.00	10 / $12.00	10
County Clerk	20304	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20479	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20486	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20489	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20498	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20505	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20507	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20510	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02

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

TEMPORARY APPOINTMENTS					
Dept.	**Slot**	**Position Title**	**Dept. Requests Grade/Salary**	**HRMD Recommends Grade/Salary**	****Temporary Status Type Code**
County Clerk	20512	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20515	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20516	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20521	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20537	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20542	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20555	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20599	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20611	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	20617	Elec Clk – Erly Vting Clk	7 / $10.00	7 / $10.00	02
County Clerk	23027	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	23031	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	23043	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	23068	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	23203	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	23205	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	23209	Elec Clk – Erly Vting Deputy	10 / $12.00	10 / $12.00	02
County Clerk	50590	Office Asst	8 / $10.71	8 / $10.71	05

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

TEMPORARY APPOINTMENTS					
Dept.	**Slot**	**Position Title**	**Dept. Requests Grade/Salary**	**HRMD Recommends Grade/Salary**	****Temporary Status Type Code**
HHS	20075	Case Worker	15 / $17.64	15 / $17.64	02
HHS	50254	Carpenter Sr	15 / $18.67	15 / $18.67	05
****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**
Criminal Courts	Slot 50012 / Court Bailiff / Grd 10 / $11.87	**Criminal Courts**	Slot 50031 / Court Bailiff / Grd 10 / $11.87	2nd Job. Lateral transfer. Pay remains the same.
HHS	Slot 20072 / Office Specialist / Grd 10 / $13.64	**HHS**	Slot 20076 / Case Worker / Grd 15 / $17.64	Promotion temporary.

CAREER LADDERS – POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Sheriff	1080	Cadet* / Grd 80	Corrections Officer* / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1146	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	$39,706.37	$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1413	Cadet* / Grd 80	Corrections Officer* / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1782	Cadet* / Grd 80	Corrections Officer / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1785	Cadet* / Grd 80	Corrections Officer / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
*** Actual vs Authorized**						

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
District Atty	45	Attorney III* / Grd 24	Attorney IV* / Grd 26	$63,638.50	$72,861.57	Career Ladder. Pay is at minimum of pay grade.
Pretrial Services	11	Pretrial Officer I* / Grd 15	Pretrial Officer II / Grd 16	$37,990.58	$39,890.11	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	12	Pretrial Officer II / Grd 16	Pretrial Officer II / Grd 16	$39,890.11	$41,884.62	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	18	Pretrial Officer II / Grd 16	Pretrial Officer II / Grd 16	$38,706.85	$40,642.19	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	57	Pretrial Officer II / Grd 16	Pretrial Officer II / Grd 16	$39,890.11	$41,884.62	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**
District Clerk	Slot 123 / Business Analyst II / Grd 23 / $62,169.27	**District Clerk**	Slot 123 / Business Analyst II / Grd 23 / $64,110.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Emergency Medical Service	Slot 6 / Star Flight Helic Pilot Sr / Grd 25 / $80,519.55	**Emergency Medical Service**	Slot 6 / Star Flight Helic Pilot Sr / Grd 25 / $84,545.00	Salary adjustment. Pay is between min and midpoint of pay grade.
HHS	Slot 202 / Financial Analyst Sr* / Grd 19 / $71,125.87	**HHS**	Slot 202 / Financial Analyst Lead / Grd 22 / $72,904.02	Promotion. Pay is between midpoint and max of pay grade.
HHS	Slot 211 / HHS Div Dir / Grd 26 / $77,966.19	**HHS**	Slot 234 / HHS Div Dir / Grd 26 / $77,966.19	Lateral transfer. Employee transferred to different slot, same 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**
HHS	Slot 234 / HHS Div Dir / Grd 26 / $76,923.46	**HHS**	Slot 211 / HHS Div Dir / Grd 26 / $76,923.46	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HRMD	Slot 9 / Executive Asst NE* / Grd 16 / $48,308.93	**HRMD**	Slot 9 / Executive Asst / Grd 16 / $48,308.93	Classification change approved by CC on 10/26/10. Retains current pay.
HRMD	Slot 10 / Executive Asst NE* / Grd 16 / $48,308.93	**HRMD**	Slot 10 / Executive Asst / Grd 16 / $48,308.93	Classification change approved by CC on 10/26/10. Retains current pay.
HRMD	Slot 9 / Executive Asst / Grd 16 / $48,308.93	**HRMD**	Slot 9 / Executive Asst / Grd 16 / $49,275.11	Salary adjustment. Pay is between midpoint and max of pay grade.
HRMD	Slot 10 / Executive Asst / Grd 16 / $48,308.93	**HRMD**	Slot 10 / Executive Asst / Grd 16 / $49,275.11	Salary adjustment. Pay is between midpoint and max of pay grade.
ITS	Slot 4 / Systems Network Ops Div Mgr* / Grd 30 / $113,117.02	**ITS**	Slot 4 / Information Technology Dir / Grd 31 / $113,117.02	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
JP Pct 4	Slot 14 / Court Clerk I* / Grd 13 / $37,040.70	**JP Pct 4**	Slot 14 / Court Clerk II / Grd 15 / $37,040.70	Promotion. Pay is between min and midpoint of pay grade, retains current pay.
JP Pct 4	Slot 60002 / Court Clerk I / Grd 13 / $32,719.35	**JP Pct 4**	Slot 17 / Court Clerk I / Grd 13 / $32,719.35	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
JP Pct 5	Slot 4 / Court Clerk II / Grd 15 / $39,254.04	**JP Pct 5**	Slot 4 / Court Clerk II / Grd 15 / $39,445.52	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 5	Slot 5 / Court Clerk II / Grd 15 / $38,001.27	**JP Pct 5**	Slot 5 / Court Clerk II / Grd 15 / $38,186.64	Salary adjustment. 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**
JP Pct 5	Slot 8 / Court Clerk I / Grd 13 / $31,923.10	**JP Pct 5**	Slot 8 / Court Clerk I / Grd 13 / $32,778.61	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 5	Slot 10 / Court Clerk I / Grd 13 / $38,001.18	**JP Pct 5**	Slot 10 / Court Clerk I / Grd 13 / $38,186.64	Salary adjustment. Pay is between midpoint and max of pay grade.
JP Pct 5	Slot 12 / Court Clerk I / Grd 13 / $32,880.79	**JP Pct 5**	Slot 12 / Court Clerk I / Grd 13 / $33,380.79	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 5	Slot 13 / Court Clerk I / Grd 13 / $35,605.81	**JP Pct 5**	Slot 6 / Court Clerk II / Grd 15 / $36,896.08	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 5	Slot 15 / Court Clerk I / Grd 13 / $30,251.26	**JP Pct 5**	Slot 15 / Court Clerk I / Grd 13 / $32,100.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Sheriff	Slot 380 / Cert Peace Officer Sr / Grd 84 / $59,069.71	**Sheriff**	Slot 1842 / Cert Peace Officer Sr / Grd 84 / $59,069.71	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 511 / Corrections Officer Sr* / Grd 83 / $48,763.31	**Sheriff**	Slot 1314 / Corrections Officer Sr* / Grd 83 / $48,763.31	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1140 / Cert Peace Officer Sr / Grd 84 / $59,069.71	**Sheriff**	Slot 1843 / Cert Peace Officer Sr / Grd 84 / $59,069.71	POPS lateral transfer. Employee transferred to different slot, same 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 1175 / Corrections Officer Sr* / Grd 83 / $43,159.58	**Sheriff**	Slot 1841 / Corrections Officer Sr* / Grd 83 / $43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1803 / Planner / Grd 18 / $43,663.36	**Sheriff**	Slot 592 / Planner / Grd 18 / $43,663.36	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TCCES	Slot 25 / Administrative Asst II* / Grd 13 / $43,846.28	**TCCES**	Slot 25 / Administrative Assoc / Grd 14 / $44,503.97	Promotion. Pay is between midpoint and max of pay grade.
TCCES	Slot 26 / Administrative Asst II* / Grd 13 / $43,846.28	**TCCES**	Slot 26 / Administrative Assoc / Grd 14 / $44,503.97	Promotion. Pay is between midpoint and max of pay grade.
TCCES	Slot 38 / Administrative Asst II* / Grd 13 / $42,094.74	**TCCES**	Slot 38 / Administrative Assoc / Grd 14 / $42,726.16	Promotion. Pay is between midpoint and max of pay grade.
TNR	Slot 431 / Right of Way Agent / Grd 20 / $55,503.79	**TNR**	Slot 60431 / Right of Way Agent / Grd 20 / $55,503.79	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 463 / Engineer Sr / Grd 25 / $98,631.32	**TNR**	Slot 60463 / Engineer Sr / Grd 25 / $98,631.32	Lateral transfer. Employee transferred to different slot, same 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**
TNR	Slot 466 / Engineering Inspector Spec Sr* / Grd 18 / $54,386.73	**TNR**	Slot 60466 / Engineering Inspector Spec Sr* / Grd 18 / $54,386.73	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 471 / Right of Way Agent / Grd 20 / $52,289.98	**TNR**	Slot 60471 / Right of Way Agent / Grd 20 / $52,289.98	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 474 / Engineering Inspector Spec / Grd 16 / $43,257.56	**TNR**	Slot 60474 / Engineering Inspector Spec / Grd 16 / $43,257.56	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 476 / Engineering Inspector Spec / Grd 16 / $43,077.05	**TNR**	Slot 60476 / Engineering Inspector Spec / Grd 16 / $43,077.05	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 477 / Engineering Inspector Spec / Grd 16 / $41,467.40	**TNR**	Slot 60477 / Engineering Inspector Spec / Grd 16 / $41,467.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
*** Actual vs Authorized**				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Constable 1	8	Deputy Constable Sr / 62074	NE	62	Deputy Sergeant / 64158	NE	64
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

THIS SECTION LEFT BLANK INTENTIONALLY.

SECTION B. NON-ROUTINE PERSONNEL ACTION

NON-ROUTINE – POPS Step Change				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
Constable 1	Slot 13 / Deputy Constable / Grd 61 / $44,291.10	**Constable 1**	Slot 13 / Deputy Constable / Grd 61 / $45,177.18	Exception to Travis County Code § 10.0295. POPS step change. Placing from Step 1 to Step 2.

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

Human Resources Management Department

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

MEMORANDUM

DATE: October 29, 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

RJ by DB

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

FROM: Diane Blankenship, Director of Human Resources

SUBJECT: Constable, Precinct 1 - Non-Routine Salary Adjustment, Slot 13

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 1's Office Request:

Constable Precinct 1's Office requests approval to increase the current salary of one Deputy Constable in the amount of $886.08. The proposed salary adjustment would bring the employee from step 1 to step 2. The salary adjustment would apply to the following slot:

Slot #	From	To
13	$44,291.10	$45,177.18

Policy

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments other than the customary one-step increases that occur when funded by Commissioners Court.

Issues

Although not addressed specifically by policy, the long-standing practice has been that employees covered by POPS are not eligible for salary adjustments. Traditionally,

POPS employees progress on a regular step-by-step basis across the pay scale. For FY 2011, Commissioners Court did not fund step increases for POPS employees.

In December 2009, Constable Precinct 1's Office hired an employee into the position of Deputy Constable and requested that the employee be placed in Grade 61 at step 1. Per policy, the Deputy was eligible for placement at step 5 at the time of hire, but the Constable's Office did not have sufficient funding to hire the Deputy above step 1. The Constable's Office now has sufficient funding to bring the employee to step 2, and would like to bring the employee closer to the step for which he is qualified.

Commissioners Court approved a similar request for Constable Precinct 3's Office on June 1, 2010.

The Planning and Budget Office (PBO) has confirmed available funding for the adjustment.

13

DANNY THOMAS
TRAVIS COUNTY CONSTABLE
PRECINCT ONE
1811 SPRINGDALE ROAD, STE. 120
AUSTIN, TEXAS 78721
OFFICE (512) 854-7510 FAX (512) 929-0981

10 OCT 13 PM 1:18
PERSONNEL

October 14, 2010

Todd Osborn, Compensation Manager
HRMD
1010 Lavaca
2nd Floor
Austin Texas 78701

Dear Todd Osborn, Compensation Manager:

STEP INCREASE

Constable One needs to increase slot 13, step to increase pay. Deputy has ten (10) years prior experience law enforcement. Under the current POP Scale a FTE that has this type experience can be hired at a step 5, however at the time that Constable One hired we were unable to pay this employee because of funding issues. However Constable One has acquired the funding at this time, and would like to move slot 13 to a step 2 in Pay Grade 61. This will allow Constable One to gradually work toward getting this FTE were needs to be on compensation issues. This increase can be funded internally.

Respectfully,

Danny Thomas

Danny Thomas
Constable
Travis County Constables Office Precinct 1

ddk
cc: Personnel file

14

"A VISION THAT EMPOWERS THE COMMUNITY"

Updated 11/5/2010, 1:20 p.m.

Item 10

#_____

Travis County Commissioners Court Agenda Request

Voting Session ____11/09/10____ (Date)

Work Session _____ (Date)

I. Request made by:

Roger Jefferies, Executive Manager, Justice & Public Safety Phone # 854-4415

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

Requested Text:

Discuss and approve various revised job descriptions.

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.

II. Required Authorizations: Please check if applicable:

_____Planning and Budget Office (854-9106)
__X__ Human Resources Management Department (854-9165)
_____Purchasing Office (854-9700)
_____County Attorney's Office (854-9415)
_____County Auditor's Office (854-9125)

Human Resources Management Department

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

MEMORANDUM

DATE: November 2, 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 Jefferies, Executive Manager, Justice and Public Safety

FROM: Diane Blankenship, Director of HRMD
Todd Osburn, Compensation Manager

SUBJECT: Technical Corrections to Approved Job Descriptions

Issue

Effective October 1, 2009, the Commissioners Court approved revised job descriptions for the Travis County classified jobs. A few of these updated job descriptions require technical corrections based on statutory compliance issues and other corrective language. HRMD collaborated extensively with departments using these job descriptions to refine the edits and have reached full consensus on the revised job description language.

Recommended Action

HRMD recommends the Commissioners Court approved the revised attached job descriptions. The job descriptions are included both in legislative format and final draft form for your review. The following page contains a table summarizing the proposed changes.

Summary of Job Description Revisions

Title	Issue	Correction
Juvenile Probation Officer Assistant	Certification error	Deleted Certification as Juvenile Probation Officer; added Certification as Juvenile Detention Officer per statute.
Juvenile Probation Officer I	Work experience missing	Added one (1) year experience in social services, criminal justice or related field.
Juvenile Probation Officer Lead	Work experience revision	Deleted three (3) years experience and left as four (4) years; Deleted two (2) years experience as JPO and added three (3) years as JPO per class series progression.
Juvenile Detention Officer Assistant	Duties additional language needed	Added one (1) duty and missing word "Information".
Juvenile Detention Officer I	Same	Same
Juvenile Detention Officer II	Same	Same
Juvenile Detention Officer III	Same	Same
Juvenile Probation Division Manager	Education and Experience equivalency change	Deleted equivalency. Experience can no longer be substituted for Bachelor's degree per statute as requirement for JPO.
Juvenile Probation Division Director	Same	Same
Probation Officer Assistant	Education error	Deleted Bachelor's degree; added Associate's degree per previous language.
Electrician	Distinguishing Characteristics clarification; Duties language duplication and duties not performed; Education and Experience language errors; Knowledge section revised.	Added distinguishing sentence for journey electrician work; Eliminated duplicative language; Deleted plumbing experience; Added electrician experience; Deleted "within six (6) months of date of hire" from licensure; Deleted knowledge references to computers and business letter writing. Changes per statute and job requirements.

Fiscal Impact

Approval of these corrected job descriptions will have no fiscal impact.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Assistant

JOB CODE: 12386
PAY GRADE: 12

FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Assists in providing supervision and counseling to juvenile clients positioned at various stages within the juvenile justice system. Assists in supervising and monitoring all aspects of client's case related to conditions of probation, including visits with client's family and other significant contacts. Assists in conducting initial and subsequent interviews with clients to assist in sentencing, explains conditions of probation, and assists clients in meeting terms of probation. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of five juvenile probation-related job classifications within the Courts job family. This classification assists in providing supervision to clients who are within various phases of the juvenile justice system. This classification performs duties of the most routine nature and type and typically performs duties in training together with a higher-level staff member. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Assists in conducting investigations on the background of each case, which includes interviewing clients, their families and other significant contacts. Reviews documentation, such as police reports, court transcripts and criminal records and makes assessments regarding the nature of the individual's environmental, employment, financial or domestic difficulties as they apply to the case. Assists in making recommendations for sentencing and disposition of probationer and preparing probation plans.
- Assists in supervising and monitoring juveniles on probation through regular home, school and office visits and other needed contacts. Determines the needs of the client and family and assists in developing supervision plans for clients.
- Assures client's understanding of obligations with respect to conditions of the court's order and monitors compliance with the terms and conditions of probation. Addresses violations of court orders by taking appropriate action. Assists in coordinating case management with representatives of criminal justice and social service agencies.
- Assists clients with various referrals, including, but not limited to, counseling, treatment and job referrals. Verifies attendance and completion of alcohol, drug, mental health counseling and any other court ordered programs.
- Assists in preparing written assessments and recommendations to the court concerning alternative forms of sentencing, treatment, custody release, suspension of sentence, release into treatment facilities, out-of-custody probation supervision, and compliance and progress during probation.
- Maintains client files and records consistent with laws and policies.
- Transports clients to other facilities, as required.
- May assist in developing client placement plans, including completing placement applications, purchasing clothing, obtaining medical and psychological reports and maintaining contact with clients in placement.
- May assist in providing individual and crisis intervention counseling, as required.
- May conduct urinalysis, request and execute warrants, obtain consents and other required paperwork.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Criminal Justice, Social or Behavioral Sciences or a directly related field AND one (1) year experience in social services, criminal justice or related field;

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Assistant

JOB CODE:	12386	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	12	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Education and Experience: (Cont.)
OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer ~~Probation Officer or~~ eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Gather, analyze and evaluate facts to conduct investigations and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Assistant

JOB CODE:	12386	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	12	**LAST REVISED:**	11/2/10

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

5

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Assistant

JOB CODE: 12386
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Assists in providing supervision and counseling to juvenile clients positioned at various stages within the juvenile justice system. Assists in supervising and monitoring all aspects of client's case related to conditions of probation, including visits with client's family and other significant contacts. Assists in conducting initial and subsequent interviews with clients to assist in sentencing, explains conditions of probation, and assists clients in meeting terms of probation. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of five juvenile probation-related job classifications within the Courts job family. This classification assists in providing supervision to clients who are within various phases of the juvenile justice system. This classification performs duties of the most routine nature and type and typically performs duties in training together with a higher-level staff member. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Assists in conducting investigations on the background of each case, which includes interviewing clients, their families and other significant contacts. Reviews documentation, such as police reports, court transcripts and criminal records and makes assessments regarding the nature of the individual's environmental, employment, financial or domestic difficulties as they apply to the case. Assists in making recommendations for sentencing and disposition of probationer and preparing probation plans.
- Assists in supervising and monitoring juveniles on probation through regular home, school and office visits and other needed contacts. Determines the needs of the client and family and assists in developing supervision plans for clients.
- Assures client's understanding of obligations with respect to conditions of the court's order and monitors compliance with the terms and conditions of probation. Addresses violations of court orders by taking appropriate action. Assists in coordinating case management with representatives of criminal justice and social service agencies.
- Assists clients with various referrals, including, but not limited to, counseling, treatment and job referrals. Verifies attendance and completion of alcohol, drug, mental health counseling and any other court ordered programs.
- Assists in preparing written assessments and recommendations to the court concerning alternative forms of sentencing, treatment, custody release, suspension of sentence, release Into treatment facilities, out-of-custody probation supervision, and compliance and progress during probation.
- Maintains client files and records consistent with laws and policies.
- Transports clients to other facilities, as required.
- May assist in developing client placement plans, including completing placement applications, purchasing clothing, obtaining medical and psychological reports and maintaining contact with clients in placement.
- May assist in providing individual and crisis intervention counseling, as required.
- May conduct urinalysis, request and execute warrants, obtain consents and other required paperwork.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Criminal Justice, Social or Behavioral Sciences or a directly related field AND one (1) year experience in social services, criminal justice or related field;

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Assistant

JOB CODE: 12386
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Education and Experience: (Cont.)
OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Gather, analyze and evaluate facts to conduct investigations and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Assistant

JOB CODE:	12386	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	12	**LAST REVISED:**	11/2/10

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer I

JOB CODE:	14387	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	14	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Provides supervision and counseling to juvenile clients positioned at various stages within the juvenile justice system. Supervises and monitors all aspects of client's case related to conditions of probation, including visits with client's family and other significant contacts. Conducts initial and subsequent interviews with clients to assist in sentencing, explains conditions of probation, and assists clients in meeting terms of probation. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of five juvenile probation-related job classifications within the Courts job family. This classification provides supervision to clients who are within various phases of the juvenile justice system. Duties performed are of a routine to moderately complex nature and type and may initially perform duties in training together with a higher-level staff member. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Conducts investigations on the background of each case, which includes interviewing clients, their families and other significant contacts. Reviews documentation, such as police reports, court transcripts and criminal records and makes assessments regarding the nature of the individual's environmental, employment, financial or domestic difficulties as they apply to the case. Makes recommendations for sentencing and disposition of probationer and prepares probation plans.
- Supervises and monitors juveniles on probation through regular home, school and office visits and other needed contacts. Determines the needs of the client and family and develops supervision plans for clients.
- Assures client's understanding of obligations with respect to conditions of the court's order and monitors compliance with the terms and conditions of probation. Addresses violations of court orders by taking appropriate action. Coordinates case management with representatives of criminal justice and social service agencies.
- Provides individual and crisis intervention counseling, as required.
- Assists clients with various referrals, including, but not limited to, counseling, treatment and job referrals. Verifies attendance and completion of alcohol, drug, mental health counseling and any other court ordered programs.
- Prepares written assessments and recommendations to the court concerning alternative forms of sentencing, treatment, custody release, suspension of sentence, release into treatment facilities, out-of-custody probation supervision, and compliance and progress during probation.
- Develops client placement plans, including completing placement applications, purchasing clothing, obtaining medical and psychological reports and maintaining contact with clients in placement.
- Appears and testifies in court, conducts urinalysis, requests and executes warrants, obtains consents and other required paperwork.
- Maintains client files and records consistent with laws and policies.
- Transports clients to other facilities, as required.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Criminal Justice, Social or Behavioral Sciences or a directly related field AND one (1) year experience in social services, criminal justice or related field.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer I

JOB CODE: 14387
PAY GRADE: 14
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Gather, analyze and evaluate facts to conduct investigations and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer I

JOB CODE: 14387
PAY GRADE: 14
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Provides supervision and counseling to juvenile clients positioned at various stages within the juvenile justice system. Supervises and monitors all aspects of client's case related to conditions of probation, including visits with client's family and other significant contacts. Conducts initial and subsequent interviews with clients to assist in sentencing, explains conditions of probation, and assists clients in meeting terms of probation. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of five juvenile probation-related job classifications within the Courts job family. This classification provides supervision to clients who are within various phases of the juvenile justice system. Duties performed are of a routine to moderately complex nature and type and may initially perform duties in training together with a higher-level staff member. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Conducts investigations on the background of each case, which includes interviewing clients, their families and other significant contacts. Reviews documentation, such as police reports, court transcripts and criminal records and makes assessments regarding the nature of the individual's environmental, employment, financial or domestic difficulties as they apply to the case. Makes recommendations for sentencing and disposition of probationer and prepares probation plans.
- Supervises and monitors juveniles on probation through regular home, school and office visits and other needed contacts. Determines the needs of the client and family and develops supervision plans for clients.
- Assures client's understanding of obligations with respect to conditions of the court's order and monitors compliance with the terms and conditions of probation. Addresses violations of court orders by taking appropriate action. Coordinates case management with representatives of criminal justice and social service agencies.
- Provides individual and crisis intervention counseling, as required.
- Assists clients with various referrals, including, but not limited to, counseling, treatment and job referrals. Verifies attendance and completion of alcohol, drug, mental health counseling and any other court ordered programs.
- Prepares written assessments and recommendations to the court concerning alternative forms of sentencing, treatment, custody release, suspension of sentence, release into treatment facilities, out-of-custody probation supervision, and compliance and progress during probation.
- Develops client placement plans, including completing placement applications, purchasing clothing, obtaining medical and psychological reports and maintaining contact with clients in placement.
- Appears and testifies in court, conducts urinalysis, requests and executes warrants, obtains consents and other required paperwork.
- Maintains client files and records consistent with laws and policies.
- Transports clients to other facilities, as required.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Criminal Justice, Social or Behavioral Sciences or a directly related field AND one (1) year experience in social services, criminal justice or related field.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer I

JOB CODE:	14387	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	14	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Gather, analyze and evaluate facts to conduct investigations and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Lead

JOB CODE:	17392	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	17	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Assists Casework Manager with administrative duties, including case computer audits, approve court reports, directive to apprehend requests, administrative hearings and staff cases. May serve as acting supervisor in the absence of the Casework Manager. Trains, assigns, schedules and reviews work of employees. Ensures procedures and decisions are consistent with regulations and policies. Supervises and counsels high risk adjudicated juveniles. May supervise specialized caseloads of clients.

DISTINGUISHING CHARACTERISTICS:

This is the fifth in a series of five juvenile probation-related job classifications within the Courts job family. This classification typically functions as a working lead over the activities of other juvenile probation positions in addition to the normal range of duties. This classification is distinguished from the Juvenile Probation Officer III in that incumbents typically have more responsibilities and duties performed are of the most complex nature and type. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Trains, assigns, schedules and reviews work of employees. Guides staff in assessment, planning and case supervision by consultation and case reviews. Assists the Casework Manager in auditing cases and supervising the unit. Reviews the results of periodic caseload audits to assure compliance with state laws, regulations, court rules, and division policies and procedures. May serve as acting supervisor in the absence of the Casework Manager. Maintains client files and records consistent with laws and policies.
- Conducts investigations on the background of each case, which includes interviewing clients, their families and other significant contacts. Reviews documentation, such as police reports, court transcripts and criminal records and makes assessments regarding the nature of the individual's environmental, employment, financial or domestic difficulties as they apply to the case. Makes recommendations for sentencing and disposition of probationer and prepares probation plans.
- Supervises and counsels high risk adjudicated juveniles, which may include certification and/or determinate sentence hearings, or juveniles whose conduct indicates a need for supervision. Supervises and monitors juveniles on probation through regular home, school and office visits and other needed contacts. Determines the needs of the client and family and develops supervision plans for clients. May supervise specialized caseload of clients.
- Assures client's understanding of obligations with respect to conditions of the court's order and monitors compliance with the terms and conditions of probation. Addresses violations of court orders by taking appropriate action. Coordinates case management with representatives of criminal justice and social service agencies. May serve as liaison on higher-level departmental issues.
- Provides individual and crisis intervention counseling as needed. Assists clients with various referrals, including, but not limited to, counseling, treatment and job referrals. Verifies attendance and completion of alcohol and drug testing mental health counseling and any other court ordered programs. Develops client placement plans, including completing placement applications, purchasing clothing, obtaining medical and psychological reports, and maintaining contact with clients in placement.
- Appears and testifies in court, conducts urinalysis, requests and executes warrants, serves summons or other court reports, obtains consents and other required paperwork. Prepares written assessments and recommendations to the court concerning alternative forms of sentencing, treatment, custody release, suspension of sentence, release into treatment facilities, out-of-custody probation supervision, and compliance and progress during probation. Prepares statistical reports and summaries related to work performed.
- Makes recommendations in revising and updating policies and procedures. Attends and participates in staff meetings and related activities. Participates in in-service training, continuing education, and researches to maintain and increase professional knowledge.
- Performs other job-related duties as assigned.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Lead

JOB CODE:	17392	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	17	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Criminal Justice, Social or Behavioral Sciences or a directly related field AND ~~three (3) to~~ four (4) years experience in social services, criminal justice or related field, including ~~two~~ three (23) years experience as a Juvenile Probation Officer.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint techniques).
Valid Texas Driver's License.

Preferred:
Project, lead or supervisory experience.

Knowledge, Skills, and Abilities:
Knowledge of:
- Supervisory principles, practices and techniques.
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill In:
- Training, supervising and reviewing the work of others.
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Gather, analyze and evaluate facts to conduct investigations and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Lead

JOB CODE: 17392
PAY GRADE: 17
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

15

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Lead

JOB CODE:	17392	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	17	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Assists Casework Manager with administrative duties, including case computer audits, approve court reports, directive to apprehend requests, administrative hearings and staff cases. May serve as acting supervisor in the absence of the Casework Manager. Trains, assigns, schedules and reviews work of employees. Ensures procedures and decisions are consistent with regulations and policies. Supervises and counsels high risk adjudicated juveniles. May supervise specialized caseloads of clients.

DISTINGUISHING CHARACTERISTICS:

This is the fifth in a series of five juvenile probation-related job classifications within the Courts job family. This classification typically functions as a working lead over the activities of other juvenile probation positions in addition to the normal range of duties. This classification is distinguished from the Juvenile Probation Officer III in that incumbents typically have more responsibilities and duties performed are of the most complex nature and type. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Trains, assigns, schedules and reviews work of employees. Guides staff in assessment, planning and case supervision by consultation and case reviews. Assists the Casework Manager in auditing cases and supervising the unit. Reviews the results of periodic caseload audits to assure compliance with state laws, regulations, court rules, and division policies and procedures. May serve as acting supervisor in the absence of the Casework Manager. Maintains client files and records consistent with laws and policies.
- Conducts investigations on the background of each case, which includes interviewing clients, their families and other significant contacts. Reviews documentation, such as police reports, court transcripts and criminal records and makes assessments regarding the nature of the individual's environmental, employment, financial or domestic difficulties as they apply to the case. Makes recommendations for sentencing and disposition of probationer and prepares probation plans.
- Supervises and counsels high risk adjudicated juveniles, which may include certification and/or determinate sentence hearings, or juveniles whose conduct indicates a need for supervision. Supervises and monitors juveniles on probation through regular home, school and office visits and other needed contacts. Determines the needs of the client and family and develops supervision plans for clients. May supervise specialized caseload of clients.
- Assures client's understanding of obligations with respect to conditions of the court's order and monitors compliance with the terms and conditions of probation. Addresses violations of court orders by taking appropriate action. Coordinates case management with representatives of criminal justice and social service agencies. May serve as liaison on higher-level departmental issues.
- Provides individual and crisis intervention counseling as needed. Assists clients with various referrals, including, but not limited to, counseling, treatment and job referrals. Verifies attendance and completion of alcohol and drug testing mental health counseling and any other court ordered programs. Develops client placement plans, including completing placement applications, purchasing clothing, obtaining medical and psychological reports, and maintaining contact with clients in placement.
- Appears and testifies in court, conducts urinalysis, requests and executes warrants, serves summons or other court reports, obtains consents and other required paperwork. Prepares written assessments and recommendations to the court concerning alternative forms of sentencing, treatment, custody release, suspension of sentence, release into treatment facilities, out-of-custody probation supervision, and compliance and progress during probation. Prepares statistical reports and summaries related to work performed.
- Makes recommendations in revising and updating policies and procedures. Attends and participates in staff meetings and related activities. Participates in in-service training, continuing education, and researches to maintain and increase professional knowledge.
- Performs other job-related duties as assigned.

16

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Lead

JOB CODE: 17392
PAY GRADE: 17
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Criminal Justice, Social or Behavioral Sciences or a directly related field AND four (4) years experience in social services, criminal justice or related field, including three (3) years experience as a Juvenile Probation Officer.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint techniques).
Valid Texas Driver's License.

Preferred:
Project, lead or supervisory experience.

Knowledge, Skills, and Abilities:
Knowledge of:
- Supervisory principles, practices and techniques.
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:
- Training, supervising and reviewing the work of others.
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Gather, analyze and evaluate facts to conduct investigations and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

17

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Officer Lead

JOB CODE:	17392	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	17	**LAST REVISED:**	11/2/10

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

18

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer Assistant

JOB CODE:	11381	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	11	**LAST REVISED:**	11/02/10

JOB SUMMARY:

Assists in providing direct supervision and maintaining security and control of detained juvenile clients in order to prevent harm and provide for their safety. Assists in counseling clients on an individual basis and facilitating cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Assists in implementing appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of four juvenile detention-related job classifications within the Courts job family. This classification assists in providing direct supervision to clients who have been placed in the juvenile detention facility by the court system. This classification performs duties of a routine type and typically performs duties with a higher-level staff member available to assist or give direction. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Assists in providing direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Assists in implementing corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Documents clients' behavior and enters information into department computer information system.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Assists in physically restraining aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in providing individual and crisis intervention counseling, as required.
- May assist in facilitating cognitive skill groups and relaxation training for clients.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
High School diploma or G.E.D.;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

19

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer Assistant

JOB CODE:	11381	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	11	**LAST REVISED:**	11/02/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Policies, practices, procedures and terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment, while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

20

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer Assistant

JOB CODE:	11381	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	11	**LAST REVISED:**	11/02/10

JOB SUMMARY:

Assists in providing direct supervision and maintaining security and control of detained juvenile clients in order to prevent harm and provide for their safety. Assists in counseling clients on an individual basis and facilitating cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Assists in implementing appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of four juvenile detention-related job classifications within the Courts job family. This classification assists in providing direct supervision to clients who have been placed in the juvenile detention facility by the court system. This classification performs duties of a routine type and typically performs duties with a higher-level staff member available to assist or give direction. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Assists in providing direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Assists in implementing corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Documents clients' behavior and enters information into department computer information system.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Assists in physically restraining aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in providing individual and crisis intervention counseling, as required.
- May assist in facilitating cognitive skill groups and relaxation training for clients.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
High School diploma or G.E.D.;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

21

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer Assistant

JOB CODE:	11381	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	11	**LAST REVISED:**	11/02/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Policies, practices, procedures and terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment, while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

22

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer I

JOB CODE: 12382
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of four juvenile detention-related job classifications within the Courts job family. This classification provides direct supervision to clients who have been placed in the juvenile detention facility by the court system. Duties performed are of a routine to moderately complex nature and type and may initially perform duties in training together with a higher-level staff member. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Implements corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Facilitates cognitive skill groups and relaxation training for clients.
- Provides individual and crisis intervention counseling, as required.
- Documents clients' behavior and enters information into department computer information system.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Physically restrains aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Human Services or a directly related field AND one (1) year experience in direct client care, counseling, law enforcement, corrections or related field;

OR,
Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

23

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer I

JOB CODE:	12382	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	12	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks, and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

24

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer I

JOB CODE: 12382
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of four juvenile detention-related job classifications within the Courts job family. This classification provides direct supervision to clients who have been placed in the juvenile detention facility by the court system. Duties performed are of a routine to moderately complex nature and type and may initially perform duties in training together with a higher-level staff member. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Implements corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Facilitates cognitive skill groups and relaxation training for clients.
- Provides individual and crisis intervention counseling, as required.
- Documents clients' behavior and enters information into department computer information system.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Physically restrains aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Human Services or a directly related field AND one (1) year experience in direct client care, counseling, law enforcement, corrections or related field;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

25

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer I

JOB CODE:	12382	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	12	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks, and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

26

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer II

JOB CODE: 13383
PAY GRADE: 13
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the third in a series of four juvenile detention-related job classifications within the Courts job family. This classification provides direct supervision to clients who have been placed in the juvenile detention facility by the court system. Duties performed are of more complex nature and type. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Implements corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Facilitates cognitive skill groups and relaxation training for clients.
- Provides individual and crisis intervention counseling, as required.
- Documents clients' behavior and enters information into department computer information system.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Physically restrains aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Human Services or a directly related field or two (2) years of college education in Human Services or a directly related field AND two (2) years experience in direct client care, counseling, law enforcement, corrections or related field;

OR,
Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

27

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer II

JOB CODE:	13383	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	13	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer II

JOB CODE: 13383
PAY GRADE: 13
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

DISTINGUISHING CHARACTERISTICS:

This is the third in a series of four juvenile detention-related job classifications within the Courts job family. This classification provides direct supervision to clients who have been placed in the juvenile detention facility by the court system. Duties performed are of more complex nature and type. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Implements corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Facilitates cognitive skill groups and relaxation training for clients.
- Provides individual and crisis intervention counseling, as required.
- Documents clients' behavior and enters information into department computer information system.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Physically restrains aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Human Services or a directly related field or two (2) years of college education in Human Services or a directly related field AND two (2) years experience in direct client care, counseling, law enforcement, corrections or related field;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer II

JOB CODE: 13383
PAY GRADE: 13
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer III

JOB CODE:	14384	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	14	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Recommends and implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system. Trains staff and functions as a working lead over other juvenile detention positions.

DISTINGUISHING CHARACTERISTICS:

This is the fourth in a series of four juvenile detention-related job classifications within the Courts job family. This classification provides direct supervision to clients who have been placed in the juvenile detention facility by the court system. Duties performed are of the most complex nature and type. This classification typically functions as a working lead over the activities of other juvenile detention positions in addition to the normal range of duties. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Implements corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Facilitates cognitive skill groups and relaxation training for clients.
- Provides individual and crisis intervention counseling, as required.
- Documents clients' behavior and enters information into department computer information system.
- Functions as a working lead over other juvenile detention positions. Trains, assigns and reviews work of employees.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Physically restrains aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Human Services or a directly related field or two (2) years of college education in Human Services or a related field AND three (3) years experience in direct client care, counseling, law enforcement, corrections or related field;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer III

JOB CODE: 14384
PAY GRADE: 14
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Supervisory principles, practices and techniques.
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:
- Training, supervising and reviewing the work of others.
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer III

JOB CODE: 14384
PAY GRADE: 14
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Recommends and implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system. Trains staff and functions as a working lead over other juvenile detention positions.

DISTINGUISHING CHARACTERISTICS:

This is the fourth in a series of four juvenile detention-related job classifications within the Courts job family. This classification provides direct supervision to clients who have been placed in the juvenile detention facility by the court system. Duties performed are of the most complex nature and type. This classification typically functions as a working lead over the activities of other juvenile detention positions in addition to the normal range of duties. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Provides direct supervision of all client daily activities. Maintains accountability of all clients and equipment and ensures that the environment is safe, clean and secure.
- Ensures that clients are aware of and understand their responsibilities and appropriate behavior. Implements corrective discipline plans and programs, as required.
- Ensures that the rights of juveniles are observed and that violations are reported to the appropriate person/agency.
- Facilitates cognitive skill groups and relaxation training for clients.
- Provides individual and crisis intervention counseling, as required.
- Documents clients' behavior and enters information into department computer information system.
- Functions as a working lead over other juvenile detention positions. Trains, assigns and reviews work of employees.
- Monitors security and fire alarm systems, including closed circuit monitors.
- Maintains communication with facility posts.
- Maintains communication with other staff to ensure continuity of care.
- Physically restrains aggressive clients using approved protocols, as required.
- Transports clients to other facilities, as required.
- May assist in investigating incidents involving clients.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Human Services or a directly related field or two (2) years of college education in Human Services or a related field AND three (3) years experience in direct client care, counseling, law enforcement, corrections or related field;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Detention Officer III

JOB CODE:	14384	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	14	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:

- Supervisory principles, practices and techniques.
- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable juvenile justice system standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.
- Standard counseling techniques.
- Safety and security techniques and standards.
- Physical restraint techniques to control aggressive behavior.
- First aid techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

Skill in:

- Training, supervising and reviewing the work of others.
- Monitoring and responding to client behavior.
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:

- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Conduct investigations and report results clearly, accurately and impartially.
- Perform in a stressful environment while maintaining a professional manner.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, representatives of the juvenile justice system and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and basic office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Manager

JOB CODE:	22778	**FLSA STATUS:**	Exempt
PAY GRADE:	22	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Under administrative direction, plans, manages, organizes and supervises the staff and operation of a division within a juvenile justice system. Directs and manages conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles. Assists in planning, organizing, developing, scheduling and implementing policies, procedures, goals and objectives of the division. Manages the staffing, training, development and performance evaluation of division staff. May be assigned oversight of the facility in the absence of Division Director.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of four juvenile probation-related job classifications within the Senior Management/Middle Management job family. This classification is distinguished by the administrative and management duties and responsibilities performed in overseeing the staff and operations of a division under the direction of a division director level position. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Assists Division Director in planning, managing, organizing, monitoring and evaluating the staff and overall operations of a division. Directs and ensures conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles.
- Oversees management staff and others, including hiring, training, performance evaluation, disciplinary actions and dismissals, and ensures activities are consistent with goals and objectives. Seeks and creates opportunities for improved performance, learning and development of staff. Identifies and addresses problems or conflicts.
- Plans, organizes, develops, schedules and implements policies, procedures, goals and objectives of the unit.
- Prepares, receives and reviews a variety of fiscal, administrative and statistical reports and interprets findings. Evaluates current programs, procedures and practices on an on-going basis. Plans and develops policies, procedures and programs to enhance efficiency and effectiveness and monitors the unit's workload to ensure that quality services are being provided.
- Assists in the development and implementation of comprehensive strategic plans for the division.
- Provides high-level technical advice, policy interpretation and guidance for application of appropriate procedures to supervisors and other staff.
- Assists in preparation and administration of division budget. Monitors and approves budget expenditures to ensure consistently with system goals and objectives and remaining available funds. Establishes internal control procedures for budget related activities.
- Represents the department and serves as a liaison for local and statewide committees and task forces, advisory groups and the general public. Serves as spokesperson to media and outside agencies.
- Performs administrative division tasks, as required.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Administration, Business Administration or one of the Social or Behavioral Sciences or a directly related field AND five (5) years of increasingly responsible experience in a social service, community corrections or a juvenile agency, including two (2) years of mid- to senior level supervisory or management experience.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Manager

JOB CODE:	22778	**FLSA STATUS:**	Exempt
PAY GRADE:	22	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

~~**Education and Experience: (Cont.)**~~
~~OR,~~

~~Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.~~

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer and/or Detention Officer or eligible for certification within six (6) months of employment, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Preferred:
One (1) year of experience in full time casework management.
Correctional administration experience.

Knowledge, Skills, and Abilities:
Knowledge of:
- Management and supervisory principles, practices and techniques.
- Policies, procedures, practices and terminology of assigned function.
- Federal, State and Local laws and program requirements.
- Budgetary practices and techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill In:
- Supervising others, allocating resources and evaluating programs.
- Strategic planning, developing, monitoring and evaluating of programs.
- Leadership and collaboration.
- Problem-solving and decision-making.
- Developing and monitoring program budgets.
- Both verbal and written communication, including presentations.

Ability to:
- Direct, motivate, train, develop and evaluate staff.
- Develop and implement policies and procedures and operational plans or activities.
- Create and recommend program initiatives.
- Gather and evaluate facts to develop individual program planning and appropriate case disposition.
- Serve as technical consultant and liaison.
- Prepare administrative and statistical reports.
- Manage time well, perform multiple tasks and organize diverse activities.
- Prepare correspondence, memorandums and other written materials.
- Work with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials, and the general public.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Manager

JOB CODE: 22778
PAY GRADE: 22
FLSA STATUS: Exempt
LAST REVISED: 11/2/10

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, squatting to perform the essential functions. Requires exposure to hostile behavior from clients. May be subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases and poor ventilation. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Manager

JOB CODE: 22778
PAY GRADE: 22
FLSA STATUS: Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Under administrative direction, plans, manages, organizes and supervises the staff and operation of a division within a juvenile justice system. Directs and manages conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles. Assists in planning, organizing, developing, scheduling and implementing policies, procedures, goals and objectives of the division. Manages the staffing, training, development and performance evaluation of division staff. May be assigned oversight of the facility in the absence of Division Director.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of four juvenile probation-related job classifications within the Senior Management/Middle Management job family. This classification is distinguished by the administrative and management duties and responsibilities performed in overseeing the staff and operations of a division under the direction of a division director level position. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Assists Division Director in planning, managing, organizing, monitoring and evaluating the staff and overall operations of a division. Directs and ensures conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles.
- Oversees management staff and others, including hiring, training, performance evaluation, disciplinary actions and dismissals, and ensures activities are consistent with goals and objectives. Seeks and creates opportunities for improved performance, learning and development of staff. Identifies and addresses problems or conflicts.
- Plans, organizes, develops, schedules and implements policies, procedures, goals and objectives of the unit.
- Prepares, receives and reviews a variety of fiscal, administrative and statistical reports and interprets findings. Evaluates current programs, procedures and practices on an on-going basis. Plans and develops policies, procedures and programs to enhance efficiency and effectiveness and monitors the unit's workload to ensure that quality services are being provided.
- Assists in the development and implementation of comprehensive strategic plans for the division.
- Provides high-level technical advice, policy interpretation and guidance for application of appropriate procedures to supervisors and other staff.
- Assists in preparation and administration of division budget. Monitors and approves budget expenditures to ensure consistently with system goals and objectives and remaining available funds. Establishes internal control procedures for budget related activities.
- Represents the department and serves as a liaison for local and statewide committees and task forces, advisory groups and the general public. Serves as spokesperson to media and outside agencies.
- Performs administrative division tasks, as required.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Administration, Business Administration or one of the Social or Behavioral Sciences or a directly related field AND five (5) years of increasingly responsible experience in a social service, community corrections or a juvenile agency, including two (2) years of mid- to senior level supervisory or management experience.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Manager

JOB CODE:	22778	**FLSA STATUS:**	Exempt
PAY GRADE:	22	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer and/or Detention Officer or eligible for certification within six (6) months of employment, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Preferred:
One (1) year of experience in full time casework management.
Correctional administration experience.

Knowledge, Skills, and Abilities:
Knowledge of:
- Management and supervisory principles, practices and techniques.
- Policies, procedures, practices and terminology of assigned function.
- Federal, State and Local laws and program requirements.
- Budgetary practices and techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Supervising others, allocating resources and evaluating programs.
- Strategic planning, developing, monitoring and evaluating of programs.
- Leadership and collaboration.
- Problem-solving and decision-making.
- Developing and monitoring program budgets.
- Both verbal and written communication, including presentations.

Ability to:
- Direct, motivate, train, develop and evaluate staff.
- Develop and implement policies and procedures and operational plans or activities.
- Create and recommend program initiatives.
- Gather and evaluate facts to develop individual program planning and appropriate case disposition.
- Serve as technical consultant and liaison.
- Prepare administrative and statistical reports.
- Manage time well, perform multiple tasks and organize diverse activities.
- Prepare correspondence, memorandums and other written materials.
- Work with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, squatting to perform the essential functions. Requires exposure to hostile behavior from clients. May be subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases and poor ventilation. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Manager

JOB CODE: 22778
PAY GRADE: 22

FLSA STATUS: Exempt
LAST REVISED: 11/2/10

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Director

JOB CODE: 25397
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Directs the overall operations, staff and functions of a division within a juvenile justice system through subordinate managers. Provides leadership, management and coordination in planning, organizing, implementing and evaluating division operations in accordance with State, Federal and Local laws, policies, procedures and guidelines. Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Directs the staffing, training, development and performance evaluation of division staff.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of four juvenile probation-related job classifications within the Senior Management/Middle Management job family. This classification is distinguished by the administrative and management duties and responsibilities performed in directing the staff and operations of a division through subordinate managers. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Directs, plans, organizes, implements, monitors and evaluates the overall operations, staff and functions of a division. Directs and ensures conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles.
- Directs management and staff, including hiring, training, performance evaluation, disciplinary actions and dismissals, and ensures activities are consistent with goals and objectives. Seeks and creates opportunities for improved performance, learning and development of staff, and identifies and addresses problems or conflicts.
- Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services.
- Oversees and participates in development of division policies, procedures, goals and objectives. Directs the scheduling of day-to-day operations and staffing for the division.
- Prepares and reviews a variety of fiscal, administrative and statistical reports, and interprets findings. Evaluates current programs, procedures and practices on an on-going basis. Plans and develops policies, procedures and programs to enhance efficiency and effectiveness and monitors the division's workload to ensure that quality services are being provided.
- Prepares and administers division budget. Monitors and approves budget expenditures to ensure consistently with system goals and objectives and remaining available funds. Establishes internal control procedures for budget related activities.
- Provides high-level technical advice, policy interpretation and guidance for application of appropriate procedures to managers and other staff.
- Represents the department and serves as a liaison for local and statewide committees and task forces, advisory groups and the general public. Serves as spokesperson to media and outside agencies.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Administration, Business Administration or one of the Social or Behavioral Sciences or a directly related field AND six (6) years of Increasingly responsible experience in a social service, community corrections or a juvenile agency, including three (3) years of mid- to senior level supervisory or management experience~~;~~.
~~OR,~~
~~Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.~~

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Director

JOB CODE:	25397	**FLSA STATUS:**	Exempt
PAY GRADE:	25	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer and/or Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Preferred:
One (1) year of experience in full time casework management.
Correctional administration experience.

Knowledge, Skills, and Abilities:
Knowledge of:
- Management principles, practices and techniques.
- Policies, practices, procedures and terminology of assigned function.
- Federal, State and Local program laws and requirements.
- Budgetary practices and techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Directing management and staff, allocating resources and evaluating programs.
- Strategic planning, developing, monitoring and evaluating programs.
- Leadership and collaboration.
- Problem-solving and decision-making.
- Developing and monitoring program budgets.
- Both verbal and written communication, including presentations.

Ability to:
- Direct, motivate, train, develop and evaluate staff.
- Develop and implement policies and procedures and strategic and operational plans.
- Plan, develop, implement and evaluate program initiatives.
- Serve as a high-level technical consultant and liaison.
- Prepare administrative and statistical reports.
- Manage time well, perform multiple tasks and organize diverse activities.
- Prepare correspondence, memorandums and other written materials.
- May require the ability to work with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials, and the general public.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Director

JOB CODE: 25397
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 11/2/10

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, squatting to perform the essential functions. Requires exposure to hostile behavior from clients. May be subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases and poor ventilation. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Director

JOB CODE:	25397	**FLSA STATUS:**	Exempt
PAY GRADE:	25	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Directs the overall operations, staff and functions of a division within a juvenile justice system through subordinate managers. Provides leadership, management and coordination in planning, organizing, implementing and evaluating division operations in accordance with State, Federal and Local laws, policies, procedures and guidelines. Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Directs the staffing, training, development and performance evaluation of division staff.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of four juvenile probation-related job classifications within the Senior Management/Middle Management job family. This classification is distinguished by the administrative and management duties and responsibilities performed in directing the staff and operations of a division through subordinate managers. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Directs, plans, organizes, implements, monitors and evaluates the overall operations, staff and functions of a division. Directs and ensures conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles.
- Directs management and staff, including hiring, training, performance evaluation, disciplinary actions and dismissals, and ensures activities are consistent with goals and objectives. Seeks and creates opportunities for improved performance, learning and development of staff, and identifies and addresses problems or conflicts.
- Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services.
- Oversees and participates in development of division policies, procedures, goals and objectives. Directs the scheduling of day-to-day operations and staffing for the division.
- Prepares and reviews a variety of fiscal, administrative and statistical reports, and interprets findings. Evaluates current programs, procedures and practices on an on-going basis. Plans and develops policies, procedures and programs to enhance efficiency and effectiveness and monitors the division's workload to ensure that quality services are being provided.
- Prepares and administers division budget. Monitors and approves budget expenditures to ensure consistently with system goals and objectives and remaining available funds. Establishes internal control procedures for budget related activities.
- Provides high-level technical advice, policy interpretation and guidance for application of appropriate procedures to managers and other staff.
- Represents the department and serves as a liaison for local and statewide committees and task forces, advisory groups and the general public. Serves as spokesperson to media and outside agencies.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Administration, Business Administration or one of the Social or Behavioral Sciences or a directly related field AND six (6) years of increasingly responsible experience in a social service, community corrections or a juvenile agency, including three (3) years of mid- to senior level supervisory or management experience.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Director

JOB CODE:	25397	**FLSA STATUS:**	Exempt
PAY GRADE:	25	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Must be at least 21 years of age.
Certification as a Juvenile Probation Officer and/or Detention Officer or eligible for certification within six (6) months of date of hire, including successful completion of Cardio-pulmonary Resuscitation (CPR) Certification, First Aid and Handle with Care (state approved physical restraint technique).
Valid Texas Driver's License.

Preferred:
One (1) year of experience in full time casework management.
Correctional administration experience.

Knowledge, Skills, and Abilities:
Knowledge of:
- Management principles, practices and techniques.
- Policies, practices, procedures and terminology of assigned function.
- Federal, State and Local program laws and requirements.
- Budgetary practices and techniques.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Directing management and staff, allocating resources and evaluating programs.
- Strategic planning, developing, monitoring and evaluating programs.
- Leadership and collaboration.
- Problem-solving and decision-making.
- Developing and monitoring program budgets.
- Both verbal and written communication, including presentations.

Ability to:
- Direct, motivate, train, develop and evaluate staff.
- Develop and implement policies and procedures and strategic and operational plans.
- Plan, develop, implement and evaluate program initiatives.
- Serve as a high-level technical consultant and liaison.
- Prepare administrative and statistical reports.
- Manage time well, perform multiple tasks and organize diverse activities.
- Prepare correspondence, memorandums and other written materials.
- May require the ability to work with mentally disturbed, hostile and aggressive individuals.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, squatting to perform the essential functions. Requires exposure to hostile behavior from clients. May be subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases and poor ventilation. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to stressful environment and client and customer contact for extended periods of time.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Juvenile Probation Division Director

JOB CODE:	25397	**FLSA STATUS:**	Exempt
PAY GRADE:	25	**LAST REVISED:**	11/2/10

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Probation Officer Assistant

JOB CODE: 12143
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Interviews clients directly after sentencing in court for those who have been placed on community supervision and those residing out of Travis County (indirect clients) and prepares appropriate paperwork to transfer supervision of the case to the client's County of residence. Provides supervision to indirect clients who have been placed on community supervision by the courts, enforces conditions of community supervision, and monitors aspects of casework related to the conditions of community supervision. Provides supervision for individuals who have been placed on Pre-Trial Diversion by the County Attorney, assures their compliance with the orders as set forth by the County Attorney, and monitors all aspects related to the client's Orders of the County Attorney.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of five probation-related job classifications within the Courts job family. This classification provides supervision to indirect clients who have been placed on community supervision by the courts. Client caseload consists of indirect or Pre-Trial Diversion clients. Cases are staffed with higher-level community supervision staff.

DUTIES AND RESPONSIBILITIES:

- Provides supervision to indirect clients who have been placed on community supervision by the courts. Documents all contacts and all pertinent facts and events occurring in client's life, including issues of compliance and noncompliance. Documents collateral contacts, referrals, correspondence, and any and all other pertinent information. Responds to written or telephone contacts. Requests offense reports and urinalysis. Prepares requests to amend conditions of community supervision. Transfers cases to Probation Officer for violation reports and direct supervision.
- Conducts interviews with clients who have been placed on community supervision. Conducts orientation for newly probated clients. Explains conditions of community supervision as set forth by the courts. Makes appropriate court ordered referrals for the clients. Prepares file and sends to Probation Officer.
- Conducts interviews with clients who have been placed on community supervision, but who reside outside of Travis County. Explains the case transfer procedures and expectations to the client, prepares and sends the transfer packet to the appropriate receiving County/State.
- Conducts interviews with clients placed on Pre-Trial Diversion by the County Attorney. Explains conditions set forth by the County Attorney. Monitors client's progress and documents compliance or non-compliance and makes recommendations to the County Attorney accordingly. Assists with Community Service Restitution referrals and placement. Prepares legal documents for County Attorney's office.
- Ensures all money owed by client is collected and properly recorded.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
~~Bachelor's~~ Associate's degree in Criminal Justice or a directly related field.

Licenses, Registrations, Certifications, or Special Requirements:
None required.

Knowledge, Skills, and Abilities:
Knowledge of:

- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable community supervision services standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Probation Officer Assistant

JOB CODE: 12143
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge of: (Cont.)
- Casework techniques.
- Principles and procedures of record keeping and file management.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Conduct interviews and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Document information, compile data and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, attorneys, judges and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-25 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Probation Officer Assistant

JOB CODE: 12143
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Interviews clients directly after sentencing in court for those who have been placed on community supervision and those residing out of Travis County (indirect clients) and prepares appropriate paperwork to transfer supervision of the case to the client's County of residence. Provides supervision to indirect clients who have been placed on community supervision by the courts, enforces conditions of community supervision, and monitors aspects of casework related to the conditions of community supervision. Provides supervision for individuals who have been placed on Pre-Trial Diversion by the County Attorney, assures their compliance with the orders as set forth by the County Attorney, and monitors all aspects related to the client's Orders of the County Attorney.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of five probation-related job classifications within the Courts job family. This classification provides supervision to indirect clients who have been placed on community supervision by the courts. Client caseload consists of indirect or Pre-Trial Diversion clients. Cases are staffed with higher-level community supervision staff.

DUTIES AND RESPONSIBILITIES:

- Provides supervision to indirect clients who have been placed on community supervision by the courts. Documents all contacts and all pertinent facts and events occurring in client's life, including issues of compliance and noncompliance. Documents collateral contacts, referrals, correspondence, and any and all other pertinent information. Responds to written or telephone contacts. Requests offense reports and urinalysis. Prepares requests to amend conditions of community supervision. Transfers cases to Probation Officer for violation reports and direct supervision.
- Conducts interviews with clients who have been placed on community supervision. Conducts orientation for newly probated clients. Explains conditions of community supervision as set forth by the courts. Makes appropriate court ordered referrals for the clients. Prepares file and sends to Probation Officer.
- Conducts interviews with clients who have been placed on community supervision, but who reside outside of Travis County. Explains the case transfer procedures and expectations to the client, prepares and sends the transfer packet to the appropriate receiving County/State.
- Conducts interviews with clients placed on Pre-Trial Diversion by the County Attorney. Explains conditions set forth by the County Attorney. Monitors client's progress and documents compliance or non-compliance and makes recommendations to the County Attorney accordingly. Assists with Community Service Restitution referrals and placement. Prepares legal documents for County Attorney's office.
- Ensures all money owed by client is collected and properly recorded.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Associate's degree in Criminal Justice or a directly related field.

Licenses, Registrations, Certifications, or Special Requirements:
None required.

Knowledge, Skills, and Abilities:
Knowledge of:

- Policies, practices, procedures and legal terminology related to court system.
- Federal, State, Local and County applicable laws, rules, regulations, guidelines and applicable community supervision services standards and procedures.
- Standard practices in area of assignment.
- Psychological concepts of good behavior, social adjustment and emotional stability.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Probation Officer Assistant

JOB CODE: 12143
PAY GRADE: 12
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge of: (Cont.)
- Casework techniques.
- Principles and procedures of record keeping and file management.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Problem-solving and decision-making.
- Interviewing clients.
- Both verbal and written communication.

Ability to:
- Conduct interviews and report results clearly, accurately and impartially.
- Work efficiently both independently and as part of a team.
- Reason and make judgments and decisions.
- Work effectively and courteously under stressful circumstances.
- Deal effectively with mentally disturbed, hostile and aggressive individuals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform in a stressful environment while maintaining a professional manner.
- Document information, compile data and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, attorneys, judges and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-25 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors. Subject to client and customer contact for extended periods of time.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Electrician

JOB CODE: 13432
PAY GRADE: 13
FLSA STATUS: Non-Exempt
LAST REVISED: 11/2/10

JOB SUMMARY:

Performs journey electrician licensed level work in the installation, maintenance and repair of electrical circuits/systems. Installs new and repairs existing systems, develops and maintains preventive maintenance schedules, and performs specialized tests. Performs all work in accordance with adopted building codes and uses appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of two electrician-related job classifications within the Skilled Trades job family. This classification is distinguished by the requirement for a journey electrician license and the ability to perform skilled journeyman level of electrical work. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Responds to requests for system repairs.
- Inspects, maintains and repairs electrical systems. Makes recommendations regarding replacement of repairs of systems.
- Plans and develops routine maintenance schedules for systems. Performs preventive maintenance tasks on systems.
- Inspects, maintains and repairs electrical motors and generators.
- Researches and estimates time and materials needed and records time and materials used. Requests for needed tools, equipment, supplies and materials to perform assigned tasks. Tests, calibrates and repairs electronic and electrical equipment and controls.
- ~~Obtains building permits, as required, from regulatory agencies for the construction of new systems.~~
- Operates a variety of technical test equipment, such as DC high voltage testers, multi-channel analog recorder, electronic meters and vibration test equipment. Performs special tests to determine problems with equipment/circuits.
- ~~Inspects, maintains and repairs electrical motors and generators.~~
- ~~Inspects, maintains and repairs electrical systems. Makes recommendations regarding replacement of repairs of systems.~~
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
High School diploma or G.E.D. AND ~~two (2) to~~ four (4) years experience in the installation, testing and repair of ~~plumbing~~ electrical control equipment, lighting systems, motors, HVAC electrical systems and other types of electrical equipment; ~~fixtures and systems, such as gas, water and steam systems;~~

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
State of Texas Journeyman Electrician License ~~or must be obtained within six (6) months of date of hire.~~
Valid Texas Driver's License.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Electrician

JOB CODE:	13432	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	13	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:

Knowledge of:

- Electrical codes, related terminology, practices and procedures.
- Standard electrical maintenance and repair methods, materials, tools and equipment.
- ~~Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.~~
- ~~Business letter writing, grammar and punctuation, and report preparation.~~

Skill in:

- Operating and using standard electrical tools and test equipment.
- Installing and maintaining electrical work.
- Reading and interpreting schematics and blueprints.
- Proper and applicable safety practices, procedures and regulations.
- Working with others, including on a team.
- Explaining complicated problems in simple non-technical language.
- Calculating estimates of time, labor and quantities of materials needed.
- Both verbal and written communication.

Ability to:

- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work efficiently, both independently and as part of a team.
- Reason and make judgments and decisions.
- Manage time well, perform multiple tasks and organize diverse activities.
- Establish and maintain effective working relationships with departmental clientele, other County employees and officials, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, repetitive motion, pulling, driving, twisting, balancing, client/customer contact, squatting, and working in cramped or confined spaces or areas for extended periods of time to perform the essential functions. Subject to contact with hazardous waste, foul odors, animal and human fecal matter, insects and rodents, toxic or potential hazardous chemical or substances, dirt, dust, fumes, smoke, loud noises, and high voltage. Requires work indoors/outdoors in all types of weather (excessive heat and cold). Requires working at heights from ladders and scaffolds.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Electrician

JOB CODE:	13432	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	13	**LAST REVISED:**	11/2/10

JOB SUMMARY:

Performs journey electrician licensed level work in the installation, maintenance and repair of electrical circuits/systems. Installs new and repairs existing systems, develops and maintains preventive maintenance schedules, and performs specialized tests. Performs all work in accordance with adopted building codes and uses appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is the first in a series of two electrician-related job classifications within the Skilled Trades job family. This classification is distinguished by the requirement for a journey electrician license and the ability to perform skilled journeyman level of electrical work. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Responds to requests for system repairs.
- Inspects, maintains and repairs electrical systems. Makes recommendations regarding replacement of repairs of systems.
- Plans and develops routine maintenance schedules for systems. Performs preventive maintenance tasks on systems.
- Inspects, maintains and repairs electrical motors and generators.
- Researches and estimates time and materials needed and records time and materials used. Requests for needed tools, equipment, supplies and materials to perform assigned tasks. Tests, calibrates and repairs electronic and electrical equipment and controls.
- Operates a variety of technical test equipment, such as DC high voltage testers, multi-channel analog recorder, electronic meters and vibration test equipment. Performs special tests to determine problems with equipment/circuits.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
High School diploma or G.E.D. AND four (4) years experience in the installation, testing and repair of electrical control equipment, lighting systems, motors, HVAC electrical systems and other types of electrical equipment;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
State of Texas Journeyman Electrician License.
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Electrical codes, related terminology, practices and procedures.
- Standard electrical maintenance and repair methods, materials, tools and equipment.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Electrician

JOB CODE:	13432	**FLSA STATUS:**	Non-Exempt
PAY GRADE:	13	**LAST REVISED:**	11/2/10

MINIMUM REQUIREMENTS: (Cont.)

Skill in:

- Operating and using standard electrical tools and test equipment.
- Installing and maintaining electrical work.
- Reading and interpreting schematics and blueprints.
- Proper and applicable safety practices, procedures and regulations.
- Working with others, including on a team.
- Explaining complicated problems in simple non-technical language.
- Calculating estimates of time, labor and quantities of materials needed.
- Both verbal and written communication.

Ability to:

- Understand and precisely follow both verbal and written instructions and communicate in a concise and effective manner.
- Work efficiently, both independently and as part of a team.
- Reason and make judgments and decisions.
- Manage time well, perform multiple tasks and organize diverse activities.
- Establish and maintain effective working relationships with departmental clientele, other County employees and officials, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 50 pounds, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, repetitive motion, pulling, driving, twisting, balancing, client/customer contact, squatting, and working in cramped or confined spaces or areas for extended periods of time to perform the essential functions. Subject to contact with hazardous waste, foul odors, animal and human fecal matter, insects and rodents, toxic or potential hazardous chemical or substances, dirt, dust, fumes, smoke, loud noises, and high voltage. Requires work indoors/outdoors in all types of weather (excessive heat and cold). Requires working at heights from ladders and scaffolds.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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Item 11

Travis County Commissioners Court Agenda Request

Voting Session November 9, 2010 (Date) Work Session _____ (Date)

I. Request made by:

Rg by Dp

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

Consider and take appropriate action on the following Deferred Compensation Plan items:

A. Review summary of Plan results and performance.
B. Approve recommendation from the Deferred Compensation Oversight Committee to eliminate Pioneer High Yield Y Bond fund investment option and replace with Metropolitan West High Yield Bond M option.
C. Approve new Deferred Compensation Oversight Committee members.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.
B. Affected agencies and officials.

Travis County Deferred Compensation Oversight Committee

Voting Members		
Eliott Beck	County Attorney	854-9415
Michelle Brinkman	District Clerk	854-4744
Greg Jacobs	County Auditor	854-9125
Norman McRee	HRMD	854-4821
Leroy Nellis	PBO	854-9066
Vick Skinner	District Attorney	854-9522
Jim Wilson	Juvenile Court	854-7059
Non-Voting Members		
Al DiCristofaro	Consultant	
Peter Einhorn	Commissioner, Pct. 2	854-9222
Dan Mansour	HRMD	854-9499
Lolly Jones	Purchasing	854-4204
Barbara Wilson	County Attorney	854-9415

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)

Human Resources Management Department

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

Deferred Compensation Oversight Committee

November 9, 2010

To: Commissioners Court

From: Deferred Compensation Oversight Committee

Re: Summary of Plan Results and Committee Recommendations

Background

Commissioners Court created the Deferred Compensation Oversight Committee on October 9, 2007. At the time Nationwide Retirement Solutions administered the County's plan. An RFP was released on May 5, 2008, and on August 26, 2008 the Court approved Great-West Retirement Services as the new plan administrator.

The transfer of investment balances from Nationwide to Great-West occurred on January 30, 2009, with the exception of the fixed account which was to be transferred over an ensuing sixty (60) month period in order to avoid a large market value adjustment charge.

On January 30, 2009, the plan value was $26,727,765.07, including the fixed account value of $7,049,469.31.

Please see below a summary of updated plan values and results, a recommendation to replace an investment option, and a request to approve new committee members.

Summary of Plan Results

As of September 30, 2010:

Current Value of Investments is $38,162,800.56, including a balance of $4,522,723.69 in the Nationwide fixed account pending transfer. The current value represents a 43% increase since January 30, 2009.

Recommendation to Change Investment Option

The Committee recommends the Court approve deletion of the Pioneer High Yield Y bond fund and replace it with Metropolitan West High Yield Bond M.

Members currently invested in the Pioneer High Yield bond fund will be automatically mapped over to the Metropolitan West High Yield fund effective December 1, 2010. At September 30 there were 120 members invested in the Pioneer High Yield bond fund with a combined value of $549,049.32. A notice of the potential change has been sent to members.

This action is recommended primarily because the Pioneer bond fund has almost 15% invested in equities and a 27% exposure to funds which can be converted to common stock equity. This relatively large equity component does not make this fund suitable as a high yield bond option in Travis County's plan of mixed investment options. Also, there is future uncertainty related to this fund's inclusion in a family of funds up for sale.

Approve New Committee Members

Over the last several years the Committee has lost some members mostly due to termination of employment, or retirement. The Committee requests the Court approve four new members to bring the number of voting members back up to the original number of eleven.
The following are recommended by both the Committee and their respective departments:

Nancy Goodman-Gill, HHS & VS
Deborah Laudermilk, Planning and Budget Office
Paul Matthews, Sheriff's Office
Cynthia McDonald, TNR

Coming Soon

The Committee is working on a charter to bring back to the Court for consideration soon. The charter would govern how the committee operates, how and when members are rotated and selected, meeting dates, and duties and responsibilities.

Updated 11/5/2010, 1:20 p.m.

12

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Voting Session: NOVEMBER 9,2010

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 MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS ENGINEERING EXTENSION SERVICE (TEEX) AND TASK FORCE ONE MEMBER AND THE PARTICIPATING AGENCY/EMPLOYER FOR THE FOLLOWING TRAVIS COUNTY STAR FLIGHT STAFF:**

1.) AARON BARBIN
2.) TIM BOUGIE
3.) BILL DERRICK
4.) JENNIFER FIELDING
5.) ROB GALE
6.) BRIAN HILL
7.) CLAY PRESTON

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

Austin-Travis County
***STAR** Flight*

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

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

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services

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

Date: November 2, 2010

Subject: Texas Engineering Extension Service (TEEX) MOU

On April 21, 2009, Travis County and TEEX entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached names and signature approval pages.

Travis County offers unique capability with its ***STAR** Flight* employees and their search and rescue capabilities that is not readily available elsewhere. This MOU is currently only for personnel and does not include use of aircraft.

Upon receipt of activation the ***STAR** Flight* management team will assess the threat to Central Texas/Travis County, available personnel and TEEX request. We will maintain sufficient resources to cover both ***STAR** Flight* aircraft 24/7 should the need arise. Excess personnel may be deployed to TEEX at their discretion.

Under the terms of the MOU, TEEX covers the employee cost while deployed and any overtime cost associated with covering the deployed personnel.

We feel this program is good for the citizens of Texas during times of disasters and offers potentially life saving services that might not otherwise be available. We get to apply the lessons learned in our operations and improve our service to Travis County citizens.

Emergency Services and ***STAR** Flight* management recommend approval of this MOU.

VS 4-21-09 Item 5.Z

TRAIN • SERVE • RESPOND

Memorandum of Understanding
Between
The Texas Engineering Extension Service (TEEX)
And
Texas Task Force One Member
And
The Participating Agency/Employer

An agreement entered into this 21 day of April, 2009 by and between Texas Task Force One (TX-TF1), a division of the Texas Engineering Extension Service (TEEX), and Mike J. Summers (Member) and his/her employer Travis County, located in Austin, Texas (Participating Agency/Employer).

I. PURPOSE

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan and the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq.

II. SCOPE

The provisions of this Memorandum of Understanding (MOU) apply to US&R activities performed at the request of the State of Texas and the Federal government provided at the option of the participating agency/employer and the Task Force member. These activities may be in conjunction with, or in preparation of, a state or federal declaration of disaster.

The scope of this agreement also includes training activities mandated by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and TEEX to maintain Task Force operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate October 31, 2013 or upon the agreement of one or both of the parties.

IV. DEFINITIONS

A. Activation: the process of mobilizing TX-TF1 members to deploy to a designated disaster site. When the Task Force responds to such a mobilization request, the member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within four hours of activation notice. The time at which the Task Force member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to Task Force activities shall begin. For activations involving predeployment of members in anticipation of an event, the time at which personnel costs to be charged to Task Force activities shall be determined by the Director of TX-TF1 and/or his designee.

B. Alert: the process of informing Task Force members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing TX-TF1 members upon notification from the state or DHS/FEMA to stand down.

D. Director: the Director of TEEX.

E. Support Personnel: a temporary employee, hired under the provisions of the Robert T. Stafford Disaster Relief Act to assist with the activation, movement and deactivation of the Task Force.

F. DHS/FEMA: the Department of Homeland Security/Federal Emergency Management Agency

G. Member: An individual who has been formally accepted into Texas Task Force One, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance of necessary training and fitness.

H. Participating Agency/Employer: the Task Force member's employer, which by execution of this MOU, has provided official sanction of TX-TF1 and supports the members' involvement within TX-TF1.

I. State: for the purpose of this MOU, the State of Texas through the Division of Emergency Management (DEM).

J. Task Force/Strike Team: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.

K. Task Force Sponsored Training: training and/or exercises performed at the direction, control and funding of DHS/FEMA or TX-TF1.

L. Task Force Sanctioned Training: training and/or exercises performed at the direction, control and funding of a participating agency or Task Force member in order to develop and maintain the US&R capabilities of the member and the Task Force. Task Force sanctioned training shall be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

M. TEEX: the Texas Engineering Extension Service, a state agency and a member of The Texas A&M University System.

N. Urban Search and Rescue (US&R): specialized tactics, personnel and equipment suited to the unique search, rescue or recovery problems associated with natural or man-made disasters.

V. RESPONSIBILITIES

A. TEEX shall be responsible for the following:

1. Recruiting and organizing a Task Force, according to guidelines prescribed in the DHS/FEMA Urban Search and Rescue Response System Operational System Description (OSD) manual.
2. Registering and qualifying medical personnel on the Task Force.
3. Administrative, financial and personnel management as they relate to TX-TF1. Performing all financial agreements as set forth herein.
4. Providing training to Task Force Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
5. Developing, implementing and exercising an internal notification and call-out system for Task Force members.
6. Providing all personal protective equipment and uniforms as required by TX-TF1.
7. Providing all tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved Task Force cache list.
8. Maintaining all tools and equipment in the US&R cache in a ready state.
9. Coordination between the DHS/FEMA, the State, participating agencies/employers, other relevant governmental and private entities and the individual members of TX-TF1.
10. Maintaining a primary contact list for all TX-TF1 members.
11. Maintaining personnel files on all members of TX-TF1 for the purpose of documenting training records, emergency notification and other documentation as required by DHS/FEMA and the state.

B. The participating agency/employer shall be responsible for:

1. Maintaining a roster of all its personnel participating in TX-TF1 activities.

2. Providing a primary point of contact to TEEX for the purpose of notification of Task Force activities.
3. Providing administrative support to employee members of TX-TF1, i.e. "time off", when fiscally reasonable to do so for Task Force activities such as training, meetings and actual deployments.
4. The submission of personnel reimbursement claims within forty five (45) days of official deactivation of the Task Force Member.

C. Individual members are responsible for the following:
1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support from participating agency/employer to participate in TX-TF1 activities.
4. Keep employer advised of TX-TF1 activities that may require time off work.
5. Advise Task Force leadership of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period member's assigned team is first on the rotation for call-out.
7. Respond immediately to call-out with acceptance or refusal of current mission request and arrive within 4 hours from time of call-out to the assigned point of assembly (POA).
8. Maintain all equipment issued by TX-TF1 in a ready state and advise Task Force leadership of any lost, stolen or damaged items assigned to Task Force member.
9. Have completed and documented the required immunizations listed in Attachment D.
10. Be prepared to operate in the disaster environment for not more than ten (10) consecutive days.
11. Follow the FEMA Code of Conduct in Attachment E.

VI. PROCEDURES

A. Activation
1. Upon request from the State or DHS/FEMA for disaster assistance, and/or determination that pre-positioning the Task Force is prudent, TEEX shall request the activation of the Task Force to respond to a designated point of assembly (POA).
2. TEEX shall communicate an alert and/or activation notices to Task Force members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment
1. TEEX will notify members of activation of TX-TF1.
2. Upon arrival at the POA, the State or a DHS/FEMA representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the Task Force.
3. When TX-TF1 is activated, Team leaders will move the Task Force and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
4. The State or DHS/FEMA will provide transportation from the POD to the disaster site and transportation on the return trip.

5. The Task Force shall be re-deployed to the original POA upon completion of the US&R mission.

C. Management

1. TEEX will have overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. DHS/FEMA-Sponsored Training and Exercises

Periodically Task Force members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training shall be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the US&R Response System members.

B. TX-TF1 Sponsored Training and Exercises

Periodically Task Force members will be requested or required to attend TX-TF1 sponsored training or exercises. TX-TF1 sponsored training or exercises shall be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of TX-TF1 members.

During TX-TF1 sponsored training and exercises, members who are not employees of a component of The Texas A&M University System or another agency of the State shall be included in the workers' compensation coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.

C. TX-TF1 Sanctioned Training and Exercises

Periodically Task Force members will be required and/or invited to attend TX-TF1 sanctioned training and/or exercises. TX-TF1 sanctioned training and exercises may be performed at the direction, control and funding of TEEX , a Participating Agency/Employer or the State of Texas in order to develop and maintain the US&R capabilities of the Task Force.

During TX-TF1 sanctioned training and exercises, members who are not employees of a component of The Texas A&M University System or another agency of the State shall be included in the workers' compensation coverage provided under Chapter 501 of the Texas Labor Code, in the same manner as an employee, as defined by Section 501.001.

D. Non-TX-TF1 Sponsored/Sanctioned Training and Exercises

Non-TX-TF1 sponsored or sanctioned training and/or exercises may be performed at the direction, control and funding of Participating Agencies/Employers or individuals in order to develop and maintain the US&R capabilities of the members and the Task Force.

During non-TX-TF1 sponsored or sanctioned training and/or exercises, Task Force members who are not employees of a component of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded members that are activated or attending DHS/FEMA or TX-TF1 sponsored or sanctioned training and exercises.

E. Minimum Training Requirements

All Task Force members are required to maintain the skills and abilities identified in the position description requirements (PD). Task Force members are required to attend one of the schedule Full Scale exercises or Mobility Exercises and one Regional Training Event annually. Task Force members are required to attend a minimum of 50% of the TX-TF 1

sponsored and sanctioned training opportunities provided for their assigned Task Force position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from the Task Force. Exceptions may be granted at the discretion of the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement of Participating Agencies/Employers

1. TEEX shall reimburse Participating Agencies/Employers for all wages identified and allowed in the TX-TF1 Pay Policy. TEEX shall reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments. Upon delivery of documentation of the participating agency/employer payroll expenditures to TEEX, TEEX shall reimburse the participating agency/employer for all wages of deployed Task Force members.
2. TEEX will reimburse the Participating Agency/Employer for cost of backfilling Task Force members while activated. This shall consist of expenses generated by the replacement of a deployed Task Force member on their normally scheduled duty period/day. The Participating Agency/Employer may use whatever method it chooses to reclaim expenses provided the base salary of the replacement worker is not included in the request for reimbursement. TEEX cannot pay for hours backfilled other than those that coincide with US&R hours worked.
3. TEEX will reimburse the Participating Agency/Employer for salaries and backfill expenses of any deployed member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed member's regularly scheduled shift begins or ends within the identified rehabilitation period, the Participating Agency/Employer may give the deployed member that time off with pay and backfill his/her position. If a Task Force member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for that member. TEEX will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

B. Reimbursement of Task Force Member as an Individual Resource

1. TEEX will pay a Task Force member who is identified as individual resource for all wages specified in the TX-TF1 Standard Pay Policy. Upon receipt of the member's completed personnel reimbursement form, TEEX shall pay directly to that individual all earned wages as determined by his/her Task Force position on the TX-TF1 Pay Schedule by Position.

C. Other Reimbursements

1. Task Force members shall be reimbursed for reasonable personal costs associated with operations and maintenance of the Task Force during a state or federal activation. Original itemized receipts are required. TEEX cannot reimburse state taxes. Should taxes be charged incidentally, they should be removed at the time of purchase and the credit should be visible on the original receipt. All original receipts should be submitted to the TEEX Business Office within forty-five (45) days of deactivation.
2. Task Force members shall be reimbursed for reasonable travel costs associated with approved training. Original receipts are required and should not include taxes as they are not reimbursable. Receipts should be submitted to the TEEX Business Office within forty-five (45) days from the end of the trip.
3. Emergency procurement of Task Force materials, equipment and supplies purchased and consumed by Task Force members in providing requested assistance shall be reimbursed on a replacement basis. Prior approval by Task Force leadership must be obtained and

original itemized receipts for such items shall be submitted to TEEX. State taxes are not reimbursable.

4. No Task Force member or the participating agency/employer shall be reimbursed for costs incurred by activations that are outside the scope of this agreement.
5. All financial commitments herein are made subject to availability of funds from the state and/or DHS/FEMA.
6. TEEX shall perform all duties of an employer in relation to a TX-TF1 member who is injured and eligible to receive benefits under Chapter 501 of the Texas Labor Code.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This Memorandum of Understanding may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this Memorandum.

B. Any party, upon 30 day written notice, may terminate this Memorandum of Understanding.

C. TEEX complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Task Force member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL/DHS ACTIVATION

A. Liability of Individual Task Force Member

1. Once the Task Force is activated by DHS/FEMA under the terms of this Memorandum of Understanding, the Non-liability clause as stated in P.L. 93-288, as amended Section 305 will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise of performance of or failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this Act."
2. Upon activation by DHS/FEMA, each Task Force member shall be appointed as an "excepted temporary federal volunteer", under the authority of the Stafford Act, Sec. 306(b)(1). DHS/FEMA or the state of Texas shall not be liable for any interference with the Task Force member's seniority or pension rights or any interruption of his or her continuous service with his or her employer or any adverse employment consequences which occurs by reason of his or her participation with TX-TF1.
3. The U.S. Department of Justice has indicated to DHS/FEMA that during a federal activation duly appointed and activated Task Force members are regarded as employees for purposes of Federal Tort Claims Act, 28 U.S.C. Sec. 2671. The applicability of the Federal Tort Claims Act to any claim, action or lawsuit is determined by the U.S. Department of Justice in accordance with applicable laws, regulations and policies and not by DHS/FEMA or the state of Texas.

B. Workers' Compensation, Long Term Disability and Death

1. Members who are injured while participating in DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for coverage under the Federal Employer's Compensation Act, administered by the Department of Labor.

2. The benefit levels and schedule of awards for Federal workers' compensation are those delineated in the Federal Employees' Compensation Act, as administered by the Department of Labor.
3. Members permanently disabled and the survivors of members who lose their lives in the performance of DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for benefits under the Public Safety Officers' Benefits Act, 42 U.S.C. Sec. 3796 administered by the U.S. Department of Justice.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION ONLY

A. During any period in which TX-TF1 is activated by the Governor's Division of Emergency Management, or during any training sponsored or sanctioned by TX-TF1, a participating non-government member or local government member is included in the coverage provided under Chapter 501 of the Texas Labor Code, in the same manner as an employee, as defined by Section 501.001, Labor Code. Services with TX-TF1 by a state employee member who is activated are considered to be in the course and scope of the employee's regular employment with the state.

XII. ENTIRE AGREEMENT

This Agreement along with the following Attachments reflects the entire Agreement between the parties:

Attachment A, Federal Forms OF-612
Attachment B, National Urban Search & Rescue Response System Data Transmittal Sheet
Attachment C, Federal Form SF-61, Appointment Affidavit
Attachment D, Immunizations
Attachment E, FEMA Code of Conduct
Attachment F, TX-TF1 Standard Pay Policy
Attachment G, TX-TF1 Pay Schedule by Position
Attachment H, TX-TF1 Request for Reimbursement Form

Participating Agency/Employer and Member hereby acknowledge that they have read and understand this entire Agreement. All oral or written Agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. Participating Agency/Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TEEX is true and correct in all respects to the best of their knowledge and belief.

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	J. ROBERT MCKEE Printed Name	April 8, 2009 Date
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Employer Name

Authorized Signature	MARGARET J. GOMEZ Printed Name	4/21/09 Date
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

TASK FORCE MEMBER:

Authorized Signature	Mike J. Summers Printed Name	2/24/09 Date
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number		

Attachment A

Form Approved
OMB No 3206-0219

OPTIONAL APPLICATION FOR FEDERAL EMPLOYMENT – OF 612

Section A – Applicant Information

★ Use Standard State Postal Codes (abbreviations). If outside the United States of America, and you do not have a military address, type or print "OV" in the State field (Block 6c) and fill in the Country field (Block 6e) below, leaving the Zip Code field (Block 6d) blank.

1. Job title in announcement		2. Grade(s) applying for	3. Announcement number
4a Last name	4b First and middle names		5 Social Security Number
6a. Mailing address ★			7. Phone numbers (include area code if within the United States of America) 7a. Daytime
6b City	6c. State	6d. Zip Code	7b Evening
6e Country (if not within the United States of America)			
8. Email address (if available)			

Section B – Work Experience

Describe your paid and nonpaid work experience related to this job for which you are applying. Do not attach job description.

1. Job title (If Federal, include series and grade)			
2. From *(mm/yyyy)*	3. To *(mm/yyyy)*	4. Salary per $ [redacted]	5. Hours per week
6. Employer's name and address			7. Supervisor's name and phone number 7a. Name 7b. Phone
8. May we contact your current supervisor? Yes ☐ No ☐ If we need to contact your current supervisor before making an offer, we will contact you first.			
9 Describe your duties and accomplishments			

Section C – Additional Work Experience

1. Job title (if Federal, include series and grade)			
2. From *(mm/yyyy)*	3. To *(mm/yyyy)*	4. Salary per $ [redacted]	5. Hours per week
6. Employer's name and address			7. Supervisor's name and phone number 7a. Name 7b. Phone
8. Describe your duties and accomplishments			

Section D – Education

1. Last High School (HS)/GED school. Give the school's name, city, state, ZIP Code (if known), and year diploma or GED received:

2. Mark highest level completed: Some HS ☐ HS/GED ☐ Associate ☐ Bachelor ☐ Master ☐ Doctoral ☐

3. Colleges and universities attended. Do not attach a copy of your transcript unless requested.			Total Credits Earned Semester	Quarter	Major(s)	Degree (if any), Year Received
3a. Name						
City	State	Zip Code				
3b. Name						
City	State	Zip Code				
3c. Name						
City	State	Zip Code				

Section E – Other Qualifications

Job-related training courses (give title and year). Job-related skills (other languages, computer software/hardware, tools, machinery, typing speed, etc.). Job-related certificates and licenses (current only). Job-related honors, awards, and special accomplishments (publications, memberships in professional/honor societies, leadership activities, public speaking, and performance awards) Give dates, but do not send documents unless requested

Section F – General

1a. Are you a U.S. citizen? Yes ☐ No ☐ → 1b. If no, give the Country of your citizenship

2a. Do you claim veterans' preference? No ☐ Yes ☐ → If yes, mark your claim of 5 or 10 points below.

2b. 5 points ☐ → Attach your *Report of Separation from Active Duty* (DD 214) or other proof.

2c. 10 points ☐ → Attach an *Application for 10-Point Veterans' Preference* (SF 15) and proof required.

3. Were you ever a Federal civilian employee? No ☐ Yes ☐ → If yes, list highest civilian grade for the following:

3a. Series	3b. Grade	3c. From *(mm/yyyy)*	3d. To *(mm/yyyy)*

4. Are you eligible for reinstatement based on career or career-conditional Federal status? No ☐ Yes ☐
If requested in the vacancy announcement, attach *Notification of Personnel Action* (SF 50), as proof.

Section G – Applicant Certification

I certify that, to the best of my knowledge and belief, all of the information on and attached to this application is true, correct, complete, and made in good faith I understand that false or fraudulent information on or attached to this application may be grounds for not hiring me or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand that any information I give may be investigated.

1a. Signature	1b. Date *(mm/dd/yyyy)*

Attachment B

NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM
EMPLOYEE TRANSMITTAL SHEET

HQ — REGION
Washington DC — DUTY STATION
_____ APPROPRIATION CODE

IS THIS EMPLOYEE A CITIZEN OF THE UNITED STATES? ____ YES ____ NO

IF NO, OF WHAT COUNTRY IS HE/SHE A CITIZEN? _____

NAME: _____ ____ MALE ____ FEMALE

BIRTH DATE: ___/___/___

SSN: _____ PAY PLAN: _____

RETIREMENT STATUS: _____NONE _____CS _____RETO _____CS & RETO _____CS & RE

ENTRANCE ON DUTY DATE: _____

POSITION TITLE: National Urban Search & Rescue Response System Member
(Excepted Temporary Federal Volunteer)

NATURE OF ACTION: SF 171 OF 612 APPT. NOT TO EXCEED: ___/___/___

HANDICAP CODE: _____ (SF-258) MINORITY DESIGNATION: _____ (SF-181)

DATE OATH OF OFFICE ADMINISTERED:

EDUCATION HIGH SCHOOL YES NO

COLLEGE DEGREE ____ YES ____ NO

MAJOR FIELD OF STUDY: _____

DEGREE TYPE: ____BA ____BS ____MA ____MS ____Ph.D. Year: _____
(DEGREE – CERTIFICATION FROM COLLEGE/UNIV. FOR 120 CREDITS OR 4 YEARS)

EMPLOYEE'S PERMANENT MAILING ADDRESS:

APPROVED BY:

_____

Bruce P. Baughman
Division Director, Operations Division
Response and Recovery Directorate

RETIREMENT INFORMATION: CS RETIREES: MONTHLY ANNUITY $ _____

MILITARY: BRANCH OF SERVICE _____

RANK _____

DATE OF RETIREMENT ___/___/___

TAX INFORMATION:

STATE: _____ MARRIED: _____ SINGLE: _____ # OF EXEMPTIONS _____

FEDERAL: (FORM W-4) MARRIED: _____ SINGLE: _____ # OF EXEMPTIONS _____

Attachment C

STANDARD FORM 61
Revised June 1986
U.S. Office of Personnel Management
FPM Chapter 296
61-108

APPOINTMENT AFFIDAVIT

National Urban Search & Rescue Response System Member
(Position to which appointed)

(Date of appointment)

FEMA *(Department or agency)*

RR-OP-ES/US&R *(Bureau or Division*

Washington, DC *(Place of employment)*

I _____, do solemnly swear(or affirm)that-

A . OATH OF OFFICE

I will support and defend the Constitution of the United states against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter, so help me God.

B. AFFIDAVIT AS TO STIKING AGAINST THE FEDERAL GOVERNMENT

I am not participating in any strike against the Government of the United States or any agency thereof.

C. AFFIDAVIT AS TO PURCHASE AND SALE OF OFFICE

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

_____
(Signature of appointee)

Subscribed and sworn (or affirmed) before me this **Day of** _____ , _____

at _____ *(City)*

_____ *(State)*

_____
(Signature of officer)

Commission expires
(If by a Notary Public, the date of expiration of his/her Commission should be shown)

_____
(Title)

Note.- The oath of office must be administered by a person specified in 5 U.S.C 2903. The words "So help me God" in the oath and the word "swear" wherever it appears above should be stricken out when the appointee elects to affirm rather than swear to the affidavits; only these words may be stricken and only when the appointee elects to affirm the affidavits.

Texas Task Force 1
Immunization List

All active members of Texas Task Force 1 **must** maintain current immunizations for the following:

- Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
- Hepatitis A
- Hepatitis B
- Measles/Mumps/Rubella (if born after 1957)
- Polio

National Urban Search and Rescue Response System
Code of Conduct

Every Urban Search and Rescue task force member is a representative of their team and Sponsoring Agency, any violation of principles or adverse behavior demonstrated will discredit the National Urban Search and Rescue (US&R) Response System, the Department of Homeland Security – Federal Emergency Management Agency (DHS-FEMA), the Sponsoring Agency, and the Authority Having Jurisdiction (AHJ).

This code defines the rules governing conduct by members of the National US&R Response System. The Sponsoring Agency will prepare its members before regarding these expectations. The US&R IST and Task Force Leaders will reinforce this Code of Conduct during all phases of a deployment or home based activity; the Advisory Organization will ensure compliance during any system activity (system meetings, workshops, training and conferences). Ultimately, it is the responsibility of each system member to abide by this Code of Conduct.

DHS/FEMA/US&R Code of Conduct

National US&R System members shall:

- Respect the value of life and the welfare of victims
- Demonstrate respect for public and private property
- Be aware of cultural issues including race, religion, gender and nationality
- Follow Chain of Command
- Abide by all DHS/FEMA regulations and AHJ law enforcement practices including the handling of sensitive information
- Not possess or use any type of firearms
- Follow DHS/FEMA direction regarding dress code and personal protective equipment
- Not possess or use alcohol or illegal drugs
- Procure equipment through appropriate channels
- Not steal
- Not accept gratuities
- Not take personal advantage of any situation and/or opportunity that arises.
- Demonstrate respect for other assigned personnel

Attachment F

Texas Task Force One
Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of Texas Task Force One (TX-TF1) and Texas Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a Texas Task Force One member.

III. Pay Rate

A. TX-TF1 will reimburse its Participating Organizations for the participation of each Task Force Member who is employed by that Participating Organization at the hourly rate or salary identified on the most current payroll printout provided by the Participating Organization requesting salary reimbursement. TX-TF1 may also reimburse Participating Organizations for the allocable portion of fringe benefits paid to or on behalf of the Task Force member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Organizations payroll printout submitted to TEEX.

B. As an individual resource, members not employed by a Participating Organization will be paid at a rate identified with his/her Task Force position on the TX-TF1 Pay Schedule by Position attached as Appendix G. The individual resource's 40-hour workweek will begin upon acceptance of the mission. The Individual Resource will receive the standard base rate of pay for the first 8 hours of each work day based on an 8 am to 5 pm workday and the first 40 hours of each work week. Hours above this will be paid at 1 ½ time the member's base rate of pay.

C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Actual payroll printouts reflecting salaries, wages and fringe benefits will be available for review and documented during the reimbursement process.

IV. Work Shift

A. Everyday is considered a workday during the Activation until the Activation is over, and the Task Force returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of Activation.

B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

C. Once activated, all non-FLSA exempt members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be paid at 1 ½ times the standard base rate of pay. Kelly days are considered off duty hours.

D. All FLSA-exempt Task Force members will receive their normal salary for all hours worked during the Activation. FLSA-exempt members will not receive an overtime rate. However, all hours will be reimbursed at their straight time rate.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Attachment G

TX-TF1 Pay Schedule by Position

Texas Task Force One has adopted the following pay schedule for Task Force Members who are not employed by a Participating Organization.

Assignment	Hourly Rate
Medical Team Manager	$89.90
Task Force Leader	$45.00
Structural Specialist	$42.50
Haz-Mat/WMD Manager	$35.00
Search Team Manager	$35.00
Rescue Team Manager	$35.00
Logistics Team Manager	$35.00
Plans Manager	$35.00

Assignment	Hourly Rate
Safety Officer	$30.00
Rescue Squad Officer	$30.00
Planning Officer	$30.00
Technical Info Specialist	$30.00
Communications Specialist	$30.00
Technical Search Specialist	$25.00
Rescue Specialist	$25.00
Medical Specialist	$25.00
Logistics Specialist	$25.00
Heavy Rigging Specialist	$25.00
Haz-Mat/WMD Specialist	$25.00
K-9 Specialist	$25.00

TEEX
TRAIN • SERVE • RESPOND

Attachment H

Request for Reimbursement - Invoice

Your Invoice Number: _____
(This number will appear on the check for our tracking purposes)

Participating Organization: _____

Date: _____ Fed. Tax ID No.: _____

Check Payable To: _____

Contact Name: _____ Phone: _____

Address: _____ City, ST ZIP: _____

Contact Email: _____

Major Cost Element	Task Force Member	Backfill TRUE DIFFERENTIAL*	Total Amt. Requested
Salaries	$0.00	$0.00	$0.00
Mileage/Per Diem	$0.00	XXXXXXXXXXX	$0.00
Misc. Charges (receipts req.)	$0.00	XXXXXXXXXXX	$0.00
Totals	$0.00	$0.00	$0.00

*This column should contain only the overtime costs associated with the backfill. FEMA, the State of Texas, or TEEX will not pay the basic salary of backfill position.

Once you have completed, please forward along with the appropriate payroll printouts to the following:

TEEX - Texas Task Force One
ATTN: Business Office/Deployments

P.O. Box 9970
College Station, TX 77842-9970
If you have any questions regarding this form, please contact the US&R Business Office at 979-458-0857. Thank you.

Certification:

I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the Memorandum of Understanding, that reimbursement for alcoholic beverages has not been requested, and that payment is due and has not previously been requested.

Signature: _____ **Date:** _____

Name/Title: _____

For TEEX Use Only

Approved for Payment: Date:

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

Earl Barbin Authorized Signature	07-28-2010 Date	EARL AARON BARBIN Printed Name
Address	City	State, Zip
Phone Number	SSN	

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

Authorized Signature	08-02-2010 Date	TIMOTHY BOUGIE Printed Name
Address	City	State, Zip
Phone Number	SSN	

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

William Derrick Authorized Signature	07-28-2010 Date	WILLIAM DERRICK Printed Name
Address	City	State, Zip
Phone Number	SSN	

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

Authorized Signature	Date 9/7/10	Printed Name J. Fielding
Address	City	State, Zip
Phone Number	SSN	

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

Authorized Signature	08-09-2010 Date	ROB GALE Printed Name
Address	City	State, Zip
Phone Number	SSN	

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

Authorized Signature	07-28-2010 Date	MICHAEL BRIAN HILL Printed Name
Address	City	State, Zip
Phone Number	SSN	

This Agreement is entered into by and between the following parties:

TEXAS ENGINEERING EXTENSION SERVICE (TEEX):

Authorized Signature	Date	Printed Name
301 Tarrow Address	College Station City	TX, 77840 State, Zip
(979) 458-0849 Phone Number	74-2648747 TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Authorized Signature	Date	Printed Name
Address	City	State, Zip
Phone Number	TX VIN (Federal Tax No.)	

TASK FORCE MEMBER:

Authorized Signature	9/3/2010 Date	Clay Preston Printed Name
Address	City	State, Zip
Phone Number	SSN	

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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 11/2/10 YHB

Voting Session: Tuesday, November 9, 2010

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. PS090067RE, ORION RESEARCH AND MANAGEMENT SERVICES, FOR WILDLIFE MANAGEMENT SERVICES.

Points of Contact:

Purchasing: Elizabeth Corey, Marvin Brice
Department: HHS&VS - Sherri Fleming, Executive Manager
County Attorney: Tenley Aldredge
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spartaro and Jose Palacios

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- Travis County Transportation and Natural Resources manages over 12,000 acres of land classified as parks, open space, and preserves. On December 2, 2008, Travis County contracted with Orion Research and Management Services for wildlife management services for designated portions of these areas.
- Modification No. 2 will renew the agreement, and amend it to include the management of exotic ungulates, in addition to white-tailed deer and feral hogs. The modification changes the unit price of feral hogs from $225 to $180. The unit price for exotic ungulates is $180.
- Modification No. 1 renewed the agreement for an additional twelve-month period from December 2, 2009 through December 1, 2010.
- **Contract Expenditures:** Within the last twelve months, $10,800 has been spent against this agreement.
- **Contract-Related Information:**

Award Amount:	$13,500
Contract Type:	Professional Services
Contract Period:	December 2, 2008 – December 1, 2009

- **Contract Modification Information:**

Modification Amount: $36,000
Modification Type: Bilateral
Modification Period: December 2, 2010 – December 1, 2011

- **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

- **Funding Information:**

☒ Purchase Requisition in H.T.E.: 513881
☒ Funding Account(s):
Parks ($13,500): 001-4945-631-6099
BCP ($22,500): 038-4909-629-6099
☒ Comments: the overall contract amount spent each year varies due to the demand for services.

- **Statutory Verification of Funding:**

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

October 18, 2010

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

RE: Purchasing Request Memo for Modification to Professional Services Agreement between Travis County and Orion Research and Management Services

On December 2, 2008 Travis County and Orion Research and Management Services entered into a Professional Services Agreement for wildlife management services in designated County Parks and Preserve tracts owned or managed by Travis County (the "Contract").

The Contract was renewed in 2009 and TNR staff recommends renewing the Contract in 2010 as amended with Modification Number 2. This Modification allows for the management of exotic ungulates, in addition to white-tailed deer and feral hogs. The Modification changes the unit price of feral hogs from $225 to $180. The unit price of exotic ungulates is also $180.

The overall contract amount varies somewhat each year to match the demand for services. The contract amount in Modification Number 2 is not to exceed $36,000. Funding for this effort will be provided under Parks account number 001-4945-631-6099 (for $13,500) and BCP account number 038-4909-629-6099 (for $22,500). The requisition number is 513881. Please contact Isabelle Lopez (854-7675) if there are any questions regarding financial arrangements.

Rose Farmer, Natural Resources Program Manager (854-7214) is the NREQ point of contact for details regarding the oversight of this program.

Please let us know if there are any questions and thank you for your help.

CC: Elizabeth Corey, Purchasing
Marvin Brice, Purchasing
Donna Williams-Jones, TNR
Isabelle Lopez, TNR
Rose Farmer, TNR NREQ
Linda Laack, TNR NREQ
Roger Armistead, TN, Parks
Charles Bergh, TNR Parks

GRP1500/QRY4BIDS Travis County Purchasing Office - Contract(s) as Listed
COREYE Purchase Order Expense Summary - Period Queried: 2009/10/22 to 2010/10/20

P.O. #	PO Date	Item#	Qty Ordered	Unit Cost	Ext Cost	CONTRACT #	$ Qty Recd	Dpt	Building/Dept.	
434935	2009/12/01	00016	13,500.00	1.0000	13,500.00	PS090067RE	10,800.00	Z1	TNR ADMINISTRATION	Z1
434935	2009/12/01	00016	2,700.00-	1.0000	2,700.00-		.00			
Expenditures for Contract PS090067RE:										
				VALUE	10,800.00	SPENT	10,800.00			
			Report Grand Total	SUM	10,800.00	SUM	10,800.00			

Run Date 10/21/10

MODIFICATION OF CONTRACT NO. PS09067RE – Wildlife Management Services
Pages

ISSUED BY:	PURCHASING AGENT ASST: Elizabeth Corey TELEPHONE: 512-854-9853 FAX: 512-854-9185	DATE PREPARED:
Travis County Purchasing Office **314 West 11th Street, Room 400** **Austin, Texas 78701**		**October 13, 2010**
ISSUED TO:	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT:
Orion Research and Management Services **21 Cedar Trails Drive** **Belton, Texas 76513**	**2**	**December 2, 2008**

ORIGINAL CONTRACT TERM DATES: December 2, 2008 – December 1, 2009 CURRENT CONTRACT TERM DATES: December 2, 2010 – December 1, 2011

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $13,500 Current Modified Amount $36,000

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

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1) Contract is renewed for an additional one year period from December 2, 2010 through December 1, 2011.
2) The Scope of Services is modified to include exotic ungulates among the animals that may be harvested.
3) The compensation provisions are modified to reflect updated prices for feral hog removal, a revised total budget, and revisions to County Park locations.
4) Contract funds for this renewal period are not to exceed $36,000.

* * Note that this is Modification No. 2 to this contract. Modification No. 1 renewed the contract for one year, from December 2, 2009 through December 1, 2010. The signature page of that modification referred to it as Modification No. 2, but that reference was incorrect.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

Contractor: Complete your portion of the signature block below on all originals and return all signed originals to Travis County. A fully-executed original will be returned to you for your records.

LEGAL BUSINESS NAME: Orion Research + Management Services, Inc. BY: John D Cornelius SIGNATURE John D. Cornelius PRINT NAME TITLE: Vice President, Operations ITS DULY AUTHORIZED AGENT	☐ DBA ☒ CORPORATION ☐ OTHER DATE: 10/27/10
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 11/2/10
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

MODIFICATION NUMBER 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND ORION RESEARCH AND MANAGEMENT SERVICES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Modification Number 2 (this "Modification") to Professional Services Agreement between Travis County and Orion Research and Management Services for Wildlife Management Services is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County") and Orion Research and Management Services, a Texas non-profit organization ("Contractor"). Unless specifically defined herein or the context requires otherwise, all capitalized terms used but not defined herein shall have the meaning ascribed to them in the Contract, as such term is defined below.

WHEREAS, on December 2, 2008, County and Contractor entered into that certain professional services agreement for the provision of wildlife management services in designated County parks and preserve tracts (the "Contract"), subsequently amended one time as permitted therein where the change is in writing and agreed to by both parties; and

WHEREAS, the parties now desire to again amend the Contract to:

(i) exercise the second renewal option provided in the Contract, so that the new expiration date will be December 1, 2011;

(ii) modify the Scope of Services to include exotic ungulates among the animals that may be harvested and to reflect other agreed-upon changes to the scope of services performed by Contractor;

(iii) modify the compensation provisions to reflect: updated prices for feral hog removal; a revised total budget; and changed County Park locations; and

(iv) replace the "Forfeiture of Contract" provision with an updated version of the same.

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

1.0 The Contract is hereby amended as follows:

1.1 All references to "deer and feral hog populations" are deleted and replaced with "deer, feral hog and exotic ungulate populations".

1.2 Exhibit 1 ("Scope of Services") to the Contract is deleted in its entirety and replaced with the Scope of Services attached to this Amendment as **Exhibit 1** and made a part hereof for all purposes.

1.3 Paragraph 5.1 and 5.2 are deleted in their entirety and replaced with the following:

> 5.1 Contractor shall be compensated for satisfactory performance of the Services as follows: County shall pay Contractor the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($225.00) per white-tailed deer and ONE HUNDRED EIGHTY AND NO/100 DOLLARS ($180.00) per feral hog or other exotic ungulate removed from the County-managed BCP property; provided, however, in no event shall the total amount payable to Contractor in any one year for the removal of deer, feral hogs, and other exotic ungulates from the BCP property exceed the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($22,500.00), representing a total not to exceed one hundred four (104) animals removed from that property, no more than twenty of which can be feral hogs and other exotic ungulates as specified in the Scope of Services. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.
>
> 5.2 As described in the Scope of Services, County shall have the option to expand the scope of this Agreement by requesting Contractor to perform deer population management services on Pace Bend, Milton Reimers Ranch Park, Pogue Springs Preserve, Hogge Reserve, and Reimers Reserve in consideration of which County shall pay Contractor the same sum ($225.00 per removed deer). In no event shall the total amount payable to Contractor in any one year exceed the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($13,500.00) for services rendered on these properties, representing a total not to exceed sixty (60) deer removed from Pace Bend Park, Milton Reimers Ranch Park, Pogue Springs Preserve, Hogge Reserve, and

Reimers Reserve. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.

1.4 Paragraph 14.6 of the Contract is deleted in its entirety and replaced with the following:

14.6 **FORFEITURE OF CONTRACT.** Contractor shall forfeit all benefits of this Agreement and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this Agreement if Contractor has done business with a Key Contracting Person, as listed in "Attachment 2-A" to the affidavit attached hereto as **Exhibit 2** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Contractor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Contractor and prior to full performance of this Agreement. "Is doing business" and "has done business" mean:

(i) paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

(ii) loaning or receiving a loan of money or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

but does not include:

(iii) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public;

(iv) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

(v) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about this Agreement.

1.5 Exhibit 2 and Attachment 2-A to the Contract are deleted in their entirety and replaced with the Ethics Affidavit and List of Key Contracting Persons attached to this Amendment as **Exhibit 2** and **Attachment 2-A** and made a part hereof for all purposes. Exhibit 2-B of the Contract is deleted in its entirety.

2.0 The Contract is renewed for one additional one-year period, from December 2, 2010 to December 1, 2011.

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

4.0 This Modification No. 2 is effective when executed by both parties.

Exhibit 1
Scope of Services

Purpose

Travis County Transportation and Natural Resources manages over 12,000 acres of land classified as parks, open space, and preserves. As stewards of these lands Travis County has monitored and managed white-tailed deer, feral hog, and other exotic ungulate populations on various tracts to ensure the health and sustainability of native wildlife populations.

Travis County seeks a Contractor to provide management of white-tailed deer, feral hog, and other exotic ungulate populations through actions focused on public safety and consistent with sound biological management practices. Our goals are to protect the health and safety of the public, prevent habitat degradation, and maintain healthy and sustainable wildlife populations.

In cooperation with Texas Parks & Wildlife Department (TPWD) and the Lower Colorado River Authority (LCRA), Travis County has collected deer population data and managed the deer herds on County Parks since 1993. Census results indicate that a number of these areas have more white-tailed deer than can be sustainably maintained.

Travis County's preserve tracts are managed as a portion of the Balcones Canyonlands Preserve (BCP). This system of lands is managed to meet the terms and conditions of a U.S. Fish and Wildlife Service (USFWS) regional 10(a)1(b) permit jointly held by Travis County and the City of Austin. The BCP was established to manage and protect over 30,000 acres of habitat for eight endangered species and 27 species of concern.

The BCP Land Management Plan, approved by the USFWS in January 2008, directs management of the preserve including control of non-native, nuisance and invasive species. The Land Management Plan directs that deer populations be monitored and maintained at a level that allows for successful recruitment of plant species supporting the species listed in the permit (e.g. the golden-cheeked warbler and the black-capped vireo).

Feral hogs are known from all areas of western Travis County and are known to occur on tracts throughout the preserve and on some park lands. The BCP Land Management Plan directs that feral hog populations be monitored and managed to support the habitat for species listed in the permit. Populations of feral hogs can damage property and habitat values, and free-ranging feral hog populations may pose a threat to human health and safety and significantly impact the area's native wildlife. Land Managers have been directed to actively work to reduce and control feral hog populations to

reduce the threat of human health and safety concerns, to prevent property damage, and to minimize impacts to native wildlife and habitat.

In addition to feral hogs, more than 60 species of free ranging exotic ungulates are known to occur in Central Texas. Some of the more common species include axis deer, blackbuck, sika deer, fallow deer, and aoudad. Exotic ungulates occasionally occur on Travis County-owned parks and preserve lands. While exotic ungulates presently occur in small enough numbers to not pose a significant negative impact to habitat conditions, populations of many exotic species can increase quickly. Therefore Land Managers have been directed to control exotic ungulates whenever possible to prevent these species from becoming well established and posing a threat to native wildlife and habitat.

In a letter dated November 8, 2001, Travis County was directed by the USFWS to control nuisance deer populations on BCP tracts. USFWS concerns were heightened by studies performed by the University of Texas and supported by Land Managers demonstrating that no regeneration of vital habitat components is occurring on some Preserve tracts due to the habitat impacts from intense browse pressure and habitat impacts created by current deer and feral hog populations.

The total number of deer, feral hogs, and other exotics to be removed from Travis County BCP tracts will not exceed 104 animals. The total number of deer to be removed from Pace Bend Park, Milton Reimers Ranch Park, Pogue Springs Preserve, Hogge Reserve, and Reimers Reserve will not exceed 60 animals.

Scientific and Biological Justification

Under the guidance of TPWD, Travis County staff collects deer population data on certain park and preserve tracts in the late summer in an effort to determine the current status of the white-tailed deer population on each of these tracts.

Census results from past years have indicated that most park and preserve tracts host a deer population exceeding the carrying capacity for songbird habitats. TPWD recommends population levels of 1 deer to 15-20 acres for effective songbird habitat management, and some research indicates that population levels of 1 deer per 25 to 40 acres may be necessary to achieve adequate hardwood forest regeneration. Deer harvest recommendations for the 2010-2011 season will be made following the collection of deer population data in late summer 2010. Under the guidance of TPWD, Travis County staff will set harvest goals for certain park and preserve tracts.

Management Strategy

Contractor shall coordinate with the Travis County Project Manager for removal of wild free ranging white-tailed deer, feral hogs, and other exotic ungulates in accordance with the Wildlife Management Plan goals established by the County's Natural Resources Program.

The Contractor must provide copies of current valid TPWD-issued Scientific Collection Permits which allow for the removal of white-tailed deer. TPWD does not issue permits or tags for feral hogs or other exotic ungulates, as these animals are defined as "exotic" per state code and can therefore be taken at any time of year through any legal means by individuals possessing a valid TPWD Hunting License.

In all cases, animal removal will be discreet and as humane as possible. Any animals taken must be dispatched in a swift, effective and humane manner. No cruelty will be tolerated. The safety of employees, patrons and neighbors is our top priority as the County seeks to appropriately manage wildlife populations. Arrangements have been made to donate all venison to Caritas of Austin in cooperation with the Hunters for the Hungry Program for use in providing nutritious meals for needy Travis County citizens.

Deer and feral hog populations will continue to fluctuate over time and in response to factors outside the control of park and preserve Land Managers. By maintaining healthy populations within the land's carrying capacity, the County will prevent needless suffering of overpopulated and malnourished deer and minimize threats to human health and safety and habitat deterioration caused by feral hogs.

Safety Protocols and Operational Details

The following operational procedures are prescribed to ensure the safety of staff and the public.

- The safety of staff and the public will always be the first priority on all management actions.
- Management actions will take place in accordance with all TPWD rules and regulations prescribed under the Scientific Collection Permit.
- Management actions will be implemented to fulfill the goals established by the Travis County wildlife management plan for each tract.
- Travis County will be provided the name, Texas Drivers License number, TPWD Hunting License number and proof of Hunter Education Certification for each harvester.
- Each harvester must demonstrate completion of a TPWD (or equivalent) Hunter Education course that meets International Hunter Education Association standards.

- Deer management actions shall be implemented between early October and late February of each year in which this Contract is in effect.
- Feral hog management actions shall take place between early October and late February of each year in which this Contract is in effect.
- Only white-tailed deer, feral hogs, and other exotic ungulates will be taken.
- The Contractor will record and provide the following information to the Transportation and Natural Resources Department: day of each kill, live body weight, field dressed body weight, estimated age (by tooth-wear method), sex, if female: lactation and pregnancy status, if male: number of tines (R and L), basal diameter of antlers, and antler main beam length.
- Contractor will be responsible for providing all needed equipment including but not limited to firearms and ammunition.
- Contractor will be responsible for providing any needed feed corn or other appropriate bait.
- Food plots are not permitted on Travis County properties, and corn and cottonseed are the only permitted baits. Any other type of bait would need to be approved by the Project Manager.
- Contractor will provide refrigerated storage suitable to maintain animals with food value in an edible condition until carcasses are delivered to the County's Designated Meat Processor.
- No clearing, trimming or any alteration of vegetation is permitted unless approved in advance by the Project Manager.
- Travis County Sheriff's Office and TPWD Game Wardens will be notified by Travis County Staff before any management actions take place.
- Every harvest location will be established with a secure fire zone and suitable backstop (e.g., hillside or canyon wall).
- Firearms in the field will not be loaded until harvesters are in designated safe-fire zones.
- The safety on each loaded firearm will remain engaged until the target has been verified.
- No shot will be fired unless the target and what lies beyond the target are clear.
- Vision and hearing protection are required for use by harvesters.
- Firearms will not be discharged on County managed property outside of identified safe fire zones.
- Traps baited for feral hogs will be inspected daily when in operation.
- Trapped feral hogs will be dispatched as swiftly and humanely as possible.
- Feral hog traps will not be set in locations or during weather periods that may cause trapped animals to become unduly stressed.
- Travis County may make available for Contractor's use the following items: up to 10 deer feeders, two enclosed elevated box blinds, four two-person ladder-style tree stands and one 10' tripod seat.

- All animals taken will be dispatched in a quick and humane manner. No cruelty will be tolerated.
- Any ill or injured animal will be dispatched as swiftly and humanely as possible, and with every effort to ensure the safety of staff and the public. When and if possible, animals requiring euthanization will be moved to a safe area, out of public view, and dispatched quickly and with every effort to minimize suffering. No cruelty will be tolerated.
- Transport and handling of animals removed through these actions will be undertaken in a respectful manner.
- Antlers shall be removed from all deer and destroyed, legally disposed of, or conveyed to TPWD Biologists or Game Wardens at the time the animal is processed in the field. No male deer are to be transported or held in storage with antlers intact.
- Deer that have food value will be maintained in an edible condition and will be donated through the Hunters for the Hungry Program to help provide nutritious meals for needy residents of Travis County.
- Contractor shall abide by the federal Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. § 1791 and the Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.002 et seq., by not donating any deer deemed unfit for human consumption.
- Contractor will be responsible for field dressing and maintaining field dressed carcasses in a cold storage until delivery to Travis County's Designated Meat Processor or Alternate Meat Processor.
- Contractor will provide regular transportation of the harvested deer to Hudson's Sausage Company and/or Alternate Meat Processor in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson's Sausage Company or Alternate Meat Processor. No harvested deer will be delivered to Hudson's Sausage Company on any of the following dates: any Monday or Tuesday; November 1, 2010 through November 10, 2010; November 25, 2010 (Thanksgiving Day) through December 1, 2010; and December 25, 2010 (Christmas Day) through January 5, 2011.
- Contractor will notify County's designated Meat Processor and/or Alternate Meat Processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
- No meat or any other product (including, but not limited to antlers, bones, hair, hides, skulls, teeth, etc.) resulting from these actions may be sold by Contractor or by any Travis County staff member. Contractor may collect various tissue, blood samples, bone samples, or other materials allowable under the Contractor's Scientific Permit and as dictated by the various scientific studies for which the Contractor is providing samples. All other non-edible by-products will be safely and legally disposed of.

Budget Impacts

- For services rendered on the BCP tracts, Travis County will provide $225 per white-tailed deer removed and $180 per feral hog or other exotic ungulate removed for a total not to exceed 104 animals, of which no more than 20 can be feral hogs or other exotic ungulates. The total for this service shall not to exceed $22,500.
- If Travis County Parks Division chooses to exercise the option to utilize Contractor to manage deer at Pace Bend Park, Milton Reimers Ranch Park, Pogue Springs Preserve, Hogge Reserve, and Reimers Reserve, the Parks Division will provide $225 per animal removed for a total not to exceed 60 deer for a total not to exceed $13,500 for services rendered on these properties.
- Contractor shall invoice Travis County once harvest recommendations are met or when the prescribed time period is completed, whichever is first.

Exhibit 2

ETHICS AFFIDAVIT

Date: 10/27/10
Name of Affiant: John D. Cornelius
Title of Affiant: Vice President, Operations
Business Name of Contractor: Orion Research + Management Services, Inc.
County of Contractor: Bell

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.

2. Affiant is fully cognizant of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Contractor has received the list of key contracting persons, which is attached to this affidavit as Attachment "2-A".

5. Affiant has personally read Attachment "2-A".

6. Affiant has no knowledge of any key contracting person on Attachment "2-A" with whom the Contractor is doing business or has done business during the 365-day period immediately prior to the date of this affidavit.

John D Cornelius
Signature of Affiant

Address 21 Cedar Trails Drive
Belton Tx 76513

SUBSCRIBED AND SWORN to before me by John D. Cornelius on 10/27, 2010.

SHANNON E. COOK
Notary Public, State of Texas
My Commission Expires
September 21, 2014

Notary Public, State of Texas

Typed or printed name of notary
My commission expires: 9/21/2014

ATTACHMENT 2-A
LIST OF KEY CONTRACTING PERSONS
August 25, 2010

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court.	Christian Smith	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgment & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	

Assistant Purchasing Agent..... .... Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV..... .... Diana Gonzalez
Purchasing Agent Assistant IV..... .... Lee Perry
Purchasing Agent Assistant IV..... .... Jason Walker
Purchasing Agent Assistant IV..... .... Richard Villareal
Purchasing Agent Assistant IV..... .... Oralia Jones, CPPB
Purchasing Agent Assistant IV..... .... Lori Clyde, CPPB
Purchasing Agent Assistant IV..... .... Scott Wilson
Purchasing Agent Assistant IV..... .... Jorge Talavera, CPPB
Purchasing Agent Assistant IV..... .... George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV..... .... John E. Pena, CTPM*
Purchasing Agent Assistant III..... .... Vacant
Purchasing Agent Assistant III..... .... David Walch
Purchasing Agent Assistant III..... .... Michael Long, CPPB
Purchasing Agent Assistant III..... .... Elizabeth Corey, C.P.M.*
Purchasing Agent Assistant III..... .... Rosalinda Garcia
Purchasing Agent Assistant III..... .... Loren Breland
Purchasing Agent Assistant II .... C.W. Bruner, CTP*
Purchasing Agent Assistant III..... .... Nancy Barchus, CPPB
HUB Coordinator..... .... Sylvia Lopez
HUB Specialist. .... Betty Chapa
HUB Specialist. .... Jerome Guerrero
Purchasing Business Analyst..... .... Scott Worthington
Purchasing Business Analyst..... .... Jennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III.....	Rebecca Gardner	12/28/10
Executive Assistant.....	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division.....	Sarah Churchill...	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11

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

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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 11/2/10 MB

Voting Session: Tuesday, November 9, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO CONTRACT NO. PS070371JW, ESPEY CONSULTANTS, INC., CONSULTING SERVICES FOR HAMILTON POOL POLLUTION.

Points of Contact:

Purchasing: Jason G. Walker, Marvin Brice
Department: (TNR), Joe Gieselman, Executive Manager; Charles Bergh; Jon White
County Attorney (when applicable): John Hille; Steve Capelle; Sherine Thomas
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, Jose Palacios
Other:

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

On December 15, 2009, modification number 3 for the cleanup of the creek upstream of Hamilton Pool and Hamilton Pool itself was approved. Per the Scope of Services, such cleanup services were individually phased. At the time modification number 3 was approved, only the first phase, the cleanup of the creek upstream of Hamilton Pool, was funded. Funds are now available for the second phase of services, the actual cleanup of Hamilton Pool, therefore, with this modification number 6, the contract not to exceed amount is changed from $1,510,558.65 to $2,435,187.58, an increase of $924,628.93. These phase two services shall not commence without issuance of a written Notice to Proceed, to be issued by the Purchasing Agent.

Modification number 5 renewed PS070371JW for an additional one (1) year period, effective October 1, 2010 through September 30, 2011.

Modification number 4 increased the contract not to exceed amount from $1,510,498.65 to $1,510,558.65, an increase of $60.00. This $60.00 amount was a fee inadvertently excluded from the Engineering Management amount, which was a part of the consultant's proposal and should have been included as part of Modification number 3. Additionally, there were engineering hourly costs included as part of the Reimbursables amount, so the Reimbursables amount was adjusted accordingly along with the Engineering Management amount.

Modification number 2 renewed the agreement for an additional one (1) year period, effective October 1, 2009 through September 30, 2010.

Modification number 1 renewed the agreement for an additional one (1) year period, effective October 1, 2008 through September 30, 2009.

- **Contract Expenditures:** Within the last 12 months $711,224.42 has been spent against this contract.

☐ Not applicable

- **Contract-Related Information:**

Award Amount: $11,000.00 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: 8/28/07 - 9/30/08

- **Contract Modification Information:**

Modification Amount: $924,628.93 (See Additional Procurement Comments)
Modification Type: N/A
Modification Period: 10/1/10 - 9/30/11

- **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Vendor is not a HUB % HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

- **Funding Information:**

☒ Purchase Requisition in H.T.E.: 513176, 515038
☒ Funding Account(s): 525-1140-522-4504, 001-4908-628-6099
☐ Comments:

- **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: PS070371.JW, Hamilton Pool Pollution Consultant Srvcs **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **October 28, 2010**
ISSUED TO: **Espey Consultants, Inc.** **4801 Southwest Parkway,** **Parkway 2, Suite 150** **Austin, TX 78735**	MODIFICATION NO.: **6**	EXECUTED DATE OF ORIGINAL CONTRACT: **August 28, 2007**

ORIGINAL CONTRACT TERM DATES: 8/28/07 – 9/30/08 CURRENT CONTRACT TERM DATES: 10/1/10 – 9/30/11

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $11,000.00 Current Modified Amount $2,435,187.58.

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

1. Pursuant to Modification #3, Attachment 1, Exhibit 1, Scope of Service, the Phase II compensation amount of $924,628.93 is now available. As a result of these funds availability, with this Modification number 6, the Contract not to exceed amount is changed from $1,510,558.65 to $2,435,187.58, an increase of $924,628.93.

Note to Vendor:

[T] 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: Espey Consultants Inc. BY: _____ SIGNATURE BY: William H. Espey, Ph.D., P.E. PRINT NAME TITLE: President ITS DULY AUTHORIZED AGENT	☐ DBA ☑ CORPORATION ☐ OTHER DATE: 10-28-10
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 11/2/10
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

October 27, 2010

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Amendment #6 – Hamilton Pool Clean-up Project
Contract Number - PS070371JW
Purchase Order - 437484

TNR is requesting approval of amendment number six to the Espey Consultants Inc. professional services agreement contract PS070371JW. This amendment will increase the not-to-exceed amount for this agreement by $924,628.93 from $1,510,558.65 to $2,435,187.58. The modification will fund services for Phase II of the Hamilton Pool Clean-up Project. The Commissioners Court approved these services on modification number three to this contract in December 2009.

Requisition, account and commodity/sub-commodity information are below.

Account	Requisition No.	Com/Sub		Amount
525-1140-522-4504	513176	962/472		$334,217.58
001-4908-628-6099	515038	961/032		$590,411.35
			Total	**$924,628.93**

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677 or Keith Coburn at extension 45866.

DW:JPG:dlw

xc: Jason Walker, Purchasing
Keith Coburn, TNR
Donna Williams, TNR

GM200I13 **TRAVIS COUNTY** 10/28/10
Fiscal Year 2011 **Account Balance Inquiry** 09:23:30

Account number . . . . : 525-1140-522.45-04
Fund . . . . . : 525 TRAVIS CO. SELF INSURANCE
Department . . . . . : 11 HUMAN RESOURCE MANAGEMENT
Division . . . . . : 40 RISK MANAGEMENT
Activity basic . . . . : 52 GENERAL GOVERNMENT
Sub activity . . . . . : 2 HUMAN RESOURCE MANAGEMENT
Element . . . . . : 45 LOSS & CLAIMS EXPENSES
Object . . . . . : 04 GENERAL LIABILITY

Original budget . . . . . :	1,193,707	
Revised budget . . . . . :	1,133,707	10/15/2010
Actual expenditures - current . :	2,652.27	
Actual expenditures - ytd . . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	334,217.58	
Total expenditures & encumbrances:	336,869.85	29.7%
Unencumbered balance . . . . . :	796,837.15	70.3

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

~~Updated 11/5/2010, 1:20 p.m.~~

PI200R01 **TRAVIS COUNTY** 10/28/10

Pre-Encumbrance Detail 09:31:12

Account number: 525-1140-522-45.04
LOSS & CLAIMS EXPENSES / GENERAL LIABILITY
Position to . . . . Requisition number _____
or Po number . . . . _____

Type selections, press Enter.
1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
_	0000513176		334,217.58	2011	

F12=Cancel

Updated 11/5/2010, 1:20 p.m.

GM200I13 **TRAVIS COUNTY** 10/28/10
Fiscal Year 2011 **Account Balance Inquiry** 09:31:34

Account number . . . . : 1-4908-628.60-99
Fund . . . . . : 001 GENERAL FUND
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)
Division . . . . . : 08 ENVIRONMENTAL SERVICES
Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . . : 8 ENVIRONMENTAL ANALYSIS
Element . . . . . : 60 OTHER PURCHASED SERVICES
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . :	140,342	
Revised budget . . . . . :	1,386,647	10/27/2010
Actual expenditures - current . :	142,000.00-	
Actual expenditures - ytd . . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	788,334.23	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	646,334.23	46.6%
Unencumbered balance . . . . . :	740,312.77	53.4

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

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TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: Cyd V. Grimes 11/2/10

Voting Session: Tuesday, November 9, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. CM090310LC, EXECUTIVE INFORMATION SYSTEMS, LLC, FOR DATAFLUX SOFTWARE LICENSE AND MAINTENANCE SERVICES.

Points of Contact:

Purchasing: Lori Clyde, 854-4205
Department: ITS: Joe Harlow, 854-9372; Tanya Acevada, 854-8685; Nick Macik, 854-4730
County Attorney (when applicable): Tenley Aldredge
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.

  ITS is responsible for the programming of applications, interfaces and reports that extract data from multiple databases. Independent databases store data in different formats, and contain duplication of records. The DataFlux programming tools provide the technical staff with a tool that will identify duplicate records based on criteria, correct incorrect data if required and provide accurate data without manual intervention. The department currently owns one Profile and one Quality license which limit the programming efforts to one technician. Based on project requirements, the purchase of three additional licenses is required to meet project timelines.

  The cost of this modification is $86,400.00, which includes the first year of maintenance. After the initial year, the annual maintenance for the additional licenses will increase approximately $4,320 per license or $25,920 and will be prorated to be coterminous with the existing contract expiration date. Each subsequent renewal year has a 3% cap on increases.

- **Contract Expenditures:** Within the last 12 months $31,913.11 has been spent against this contract.

  ☐ Not applicable

- **Contract Modification Information:**
  Modification Amount: $86,400.00
  Modification Type:
  Modification Period: Beginning November 9, 2010

- **Funding Information:**
  ☐ Purchase Requisition in H.T.E.: 510159
  ☐ Funding Account(s) 001-1260-523-8002, 001-1260-821-8002, 001-9001-821-8002
  ☐ Comments:

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

Updated 11/5/2010, 1:20 p.m.

PURCHASE REQUISITION NBR: 0000510159

STATUS: AUDITOR APPROVAL

REQUISITION BY: JOANN HICKS/854-4771

REASON: SW10/DATAFLUX ADDITIONAL LICENSE

DATE: 9/09/10

SHIP TO LOCATION: ITS - ADMIN

SUGGESTED VENDOR: 74271 EXECUTIVE INFORMATION SYSTEMS

DELIVER BY DATE: 9/16/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DATAFLUX DFPOWER QUALITY 1 ADDITIONAL CONCURRENT USER(ADDED TO EXISTING LICENSE) COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: DATABASE	3.00	EA	14400.0000	43200.00	SASDFQ1
2	DATAFLUX DFPOWER PROFILE 1 ADDITIONAL CONCURRENT USER(ADDED TO EXISTING LICENSE) CONTRACT# DIR-SDD-588 EXPIRATION 11/09/2010 COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: DATABASE	3.00	EA	14400.0000	43200.00	SASDFPROFILE-1
				REQUISITION TOTAL:	86400.00	

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

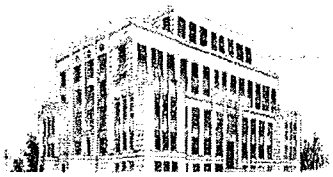
LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00112605238002	CAPITAL EQUIPMENT SOFTWARE		8.33	3600.00
1	00112608218002	CAPITAL EQUIPMENT SOFTWARE		66.67	28800.00
1	00190018218002	CAPITAL EQUIPMENT SOFTWARE		25.00	10800.00
2	00112605238002	CAPITAL EQUIPMENT SOFTWARE		33.33	14400.00
2	00112608218002	CAPITAL EQUIPMENT SOFTWARE		66.67	28800.00
					86400.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT#DIR-SDD-588 EXPIRATION DATE 11/09/2010

CM090310L



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS
Joe Harlow Jr., Chief Information Officer
314 W. 11th Street, P. O. Box 1748, Austin, TX 78767 (512) 854-9666 Fax (512) 854-4401

RECEIVED
TRAVIS COUNTY
2010 OCT 7 AM 11:08
PURCHASING
OFFICE

DATE: **October 7, 20010**

TO: **Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent**

FROM: **Joe Harlow, Chief Information Officer** Joe Harlow

SUBJ: **Recommendation for approval of DIR purchase of additional software licenses - Dataflux**

Proposed Motion:
To approve purchase of additional licenses of DataFlux products from Executive Information Systems, LLC.

Summary & Staff Recommendation:
ITS is responsible for the programming of applications, interfaces and reports that extract data from multiple databases. Independent databases store data in different formats, and contain duplication of records. The DataFlux programming tools provide the technical staff with a tool that will identify duplicate records based on criteria, correct incorrect data if required and provide accurate data without manual intervention. The department currently owns 1 Profile and 1 Quality license which limit the programming efforts to 1 technician. Based on project requirements the purchase of 3 additional licenses is required to meet project timelines.

Issues and Opportunities:
The tool will assist with the following functions.

(1) Improve Electronic Disposition Reporting submissions and accuracy by providing a tool to compare data in multiple tables to identify erroneous data. Recently Travis County's submission of data entered has resulted in a lower acceptance rate by DPS.

(2) Mental Health Network queries to aggregate like records and determine exact identification for incidents handled by law enforcement.

(3) Data Warehousing to efficiently provide access to Public Safety and Court data without affecting live production systems.

(4) Court to VINE reporting to program the data extraction process and submission of court related data as it related to Victim notification process.

(5) Assist in data clean-up of Integrated Justice database based on criteria from justice users.

Background:
Travis County currently owns a single license for use with the DataFlux product. The single license limits the development activity to one developer. The current timelines for the referenced projects requires the involvement of 4 developers. Without the additional licenses ITS will be required to serialize all development efforts.

The additional licenses will allow Travis County ITS to meet the project demands.

Budgetary and Fiscal Impact:
The total impact of the purchase is $86,400 and is pre-encumbered with requisition no. 510159 in the following line items:

001-1260-523-8002	$ 18,000.00
001-1260-821-8002	$ 57,600.00
001-9001-821-8002	$ 10,800.00
Total	$ 86,400.00

Required Authorizations:

LEGAL:	John Hille, County Attorneys Office
PURCHASING:	Lori Clyde, Purchasing Department
BUDGET:	Randy Lott, Planning and Budget Office

CC: Rod Brown, ITS; Janice Brown, ITS; Sandy Gottner, ITS; Nick Macik, ITS;

MODIFICATION OF CONTRACT NUMBER: **CM090310LC DataFlux Sfw Licenses/Maint Svcs** **PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Lori Clyde** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **October 25, 2010**
ISSUED TO: **Executive Information Systems, LLC** **Attn: Dave Gray** **6901 Rockledge Drive, Suite 600** **Bethesda, MD 20827-0076**	MODIFICATION NO.: **1**	EXECUTED DATE OF ORIGINAL CONTRACT: June 16, 2009

ORIGINAL CONTRACT TERM DATES: **June 16, 2009 – June 15, 2010** CURRENT CONTRACT TERM DATES: **June 16, 2010 – June 30, 2011**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 210,766.25 Current Modified Amount $ 297,166.25 .

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

The above contract is hereby modified to add the following per EIS quote number 1-6Z327 rev2:

Description:	OEM Part #	Quantity	Unit Price	Extended Price
1) DataFlux dfPower Quality Concurrent user, includes First year maintenance	SAS-DFQ-1	3 each	$14,400/Ea	$43,200.00
2) DataFlux dfPower Profile Concurrent user, includes First year maintenance	SAS-DFPROFLIE-1	3 each	$14,400/Ea	$43,200.00
			TOTAL:	$86,400.00

After the initial year, maintenance cost will be approximately $4,320/ea for license listed above and will be prorated to co-term with the existing licenses.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: Executive Information Systems, LLC

☐ DBA
☐ CORPORATION
☐ OTHER

BY: _____
SIGNATURE

BY: David Gray
PRINT NAME

DATE: October 26, 2010

TITLE: Account Manager
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

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

DATE: 11/2/10

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Executive Information Systems, LLC
Texas DIR Quotation

Quote #:	1-6Z327	**Texas DIR Contract #:**	DIR-SDD-588
Rev. #:	2	**Quote Effective From:**	9/23/2010
Renewal Start Date:		**Quote Valid Through:**	11/15/2010
Renewal End Date:		**Site Id:**	

Prepared For:

Name: Sandra Gottner
Account: Travis County, TX
Location:

Email: sandra.gottner@co.travis.tx.us
Phone: (512) 854-4836
Fax:

Line	OEM Part #	Description	Qty.	Unit Price	Extended Price
1	SAS-DFQ-1	DataFlux dfPower Quality 1 Additional Concurrent User (added to existing license, priced per user) Initial license fee Estimated software maintenance renewal: $4,320 per user** **Fee is in addition to the maintenance renewal for your existing user.**	3	$14,400.00	$43,200.00
2	SAS-DFPROFLIE-1	DataFlux dfPower Profile 1 Additional Concurrent User (added to existing license, priced per user) Initial license fee Estimated software maintenance renewal: $4,320 per user** **Fee is in addition to the maintenance renewal for your existing user.**	3	$14,400.00	$43,200.00

Sub-Total:	$86,400.00
Sales Tax (If Applicable):	$0.00
Total Quote Amount:	$86,400.00

*NOTE REGARDING MAINTENANCE: The Fees quoted above are the current maintenance fees. Consider these fees to be estimates for budgetary purposes. Fees for the out-year maintenance will be based on the current fee schedule at the actual time of purchase.

Executive Information Systems, LLC
Texas DIR Quotation

*****Please reference quote number on your order.**

Point of Contact
David Gray
Email: dgray@execinfosys.com
Phone: (301) 581-4363
Fax: (301) 581-2573
Toll Free: 877-EXECINFO

Ordering Address
Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20827-0076

Remittance Address
Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20827-0076

Contract #: DIR-SDD-588 Expiration:
Type of Business: Corporation (Limited Liability Company)
Payment Terms: Net 30 Days
Federal Tax Id #: 52-2198860
Dun & Bradstreet #: 938289527

CAGE Code: 1NM64
FOB Point: Destination
Delivery: 1 - 30 days after receipt of order
Discounts: Prices are net. All discounts have been deducted.

NAICS Code: 443120 - Computer and Software Store; Business Size: Small Business
NAICS Code: 541519 - Other Computer Related Services; Business Size: Small Business (with exceptions)

The terms and conditions of GSA Schedule GS-35F-0170K held by Executive Information Systems, LLC apply to any license of SAS Institute Inc. software products and any purchase of SAS Institute Inc. services or support/maintenance, including any open market license or purchase. These terms and conditions can be found at www.execinfosys.com or are available upon request. Any additional or different terms and conditions received with, or incorporated by reference in, any customer purchase order or other customer purchase documentation are expressly rejected and inapplicable to any such license or purchase.

Updated 11/5/2010, 1:20 p.m.

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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: M. Brice 11.4.10

Voting Session: Tuesday, November 9, 2010

REQUESTED ACTION: DISCUSS AND APPROVE ISSUANCE OF REQUEST FOR SERVICES FOR REDISTRICTING SERVICES FOR TRAVIS COUNTY.

RECEIVED COUNTY JUDGE'S OFFICE 10 NOV -4 AM 11:09

Points of Contact:

Purchasing: Elizabeth Corey, Marvin Brice
Department: Intergovernmental Relations – Deece Eckstein, Coordinator
County Attorney: Daniel Bradford
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spartaro and Jose Palacios
Other: See attached list

- **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.
- In 2011, the County will go through the decennial redistricting process, to include:
  - redrawing lines for the four Commissioners Court precincts;
  - (optional) redrawing lines for the five Justice of the Peace and Constable precincts; and
  - redrawing lines for some 200+ election precincts throughout the County.
- On September 14, 2010, the Commissioners Court approved a process and timetable for the 2011 round of redistricting and directed the preparation of a Request for Services (RFS) for consulting services related to redistricting. Pursuant to the timetable it had approved, the Court asked for the RFS to be ready in time for the Court to take action at its November 9, 2010 meeting.
- The RFS is attached for the Court's review and approval of issuance.
- **Contract Expenditures:** Not Applicable
- **Contract-Related Information:**

Award Amount:	Not Applicable
Contract Type:	Professional Services
Contract Period:	To be determined

- **Contract Modification Information:**

Modification Amount: Not Applicable
Modification Type: Bilateral
Modification Period: Not Applicable

- **Solicitation-Related Information:**

Solicitations Sent: TBD Responses Received: TBD
HUB Information: TBD % HUB Subcontractor: TBD

- **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.: tbd
☐ Funding Account(s): tbd
☐ Comments:

- **Statutory Verification of Funding:**

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

REQUESTED ACTION:

Approved _____ Disapproved _____

_____ _____

Samuel T. Biscoe Date
County Judge

ATTACHMENT

Agenda Request for Commissioners Court
November 9, 2010
Request for Services for Redistricting Services for Travis County

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

The Honorable David Escamilla
Travis County Attorney
Phone: 954-9165
Email: mailto:David.Escamilla@co.travis.tx.us David.Escamilla@co.travis.tx.us

Deece Eckstein
Coordinator, Intergovernmental Relations
Phone: 854-9754
Email: Deece.Eckstein@co.travis.tx.us

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: Rodney.Rhoades@co.travis.tx.us

The Honorable Judge Richard Scott
Justice of the Peace, Precinct 1
Phone: 854-7700
Email: Richard.Scott@co.travis.tx.us

The Honorable Judge Barbara Bembry
Justice of the Peace, Precinct 2
Phone: 854-4545
Email: Barbara.Bembry@co.travis.tx.us

The Honorable Judge Susan Steeg
Justice of the Peace, Precinct 3
Phone: 854-6763
Email: Susan.Steeg@co.travis.tx.us

The Honorable Judge Raùl Arturo González
Justice of the Peace, Precinct 4
Phone: 854-9479
Email: Raul.Gonzalez@co.travis.tx.us

The Honorable Judge Herb Evans
Justice of the Peace, Precinct 5
Phone: 854-9050
Email: Herb.Evans@co.travis.tx.us

The Honorable Danny Thomas
Constable, Precinct 1
Phone: 854-7510
Email: Danny.Thomas@co.travis.tx.us

The Honorable Adan Ballesteros
Constable, Precinct 2
Phone: 854-4515
Email: Adan.Ballesteros@co.travis.tx.us

The Honorable Richard McCain
Constable, Precinct 3
Phone: 854-2100
Email: Richard.McCain@co.travis.tx.us

The Honorable Maria Canchola
Constable, Precinct 4
Phone: 854-9488
Email: Maria.Canchola@co.travis.tx.us

The Honorable Bruce Elfant
Constable, Precinct 5
Phone: 854-9100
Email: Bruce.Elfant@co.travis.tx.us

The Honorable Dana DeBeauvoir
Travis County Clerk
Phone: 854-9188
Email: Dana.Debeauvoir@co.travis.tx.us

The Honorable Nelda Wells Spears
Travis County Tax Assessor Collector
Phone: 854-9742
Email: NeldaWells.Spears@co.travis.tx.us

Melinda Avey
GIS Coordinator, Travis County Tax Assessor-Collector/Voter Registrar
Phone: 854-4454
Email: Melinda.Avey@co.travis.tx.us

Daniel Bradford, Assistant County Attorney
Travis County Attorney's Office
Phone: 854-9415
Email: Daniel.Bradford@co.travis.tx.us

Elizabeth Corey, Purchasing Agent Assistant
Travis County Purchasing Office
Phone: 854-9700
Email: elizabeth.corey@co.travis.tx.us

Mary Fero
Elections Management Coordinator, Travis County Clerk
Phone: 854-3293
Email: Mary.Fero@co.travis.tx.us

Gail Fisher
Elections Division Director, Travis County Clerk
Phone: 854-9193
Email: Gail.Fisher@co.travis.tx.us

David Lamp'l
Project Manager, ITS
Phone: 854-6083
Email: David.Lampl@co.travis.tx.us

David Shore
GIS Coordinator, TNR
Phone: 854-9383
Email: DAVID.SHORE@co.travis.tx.us

MEMO

- ❑ **For Your Information**
- ❑ **Action Required**

TO: **Cyd Grimes, Travis County Purchasing Agent**

FROM: Deece Eckstein, Coordinator, IGR

DATE: Tuesday, November 2, 2010

RE: **Agenda Request for Tuesday, November 9, 2010, re Request for Services (RFS) -- REDISTRICTING**

Next year, the County will go through the decennial redistricting process, to include:

- redrawing lines for the four Commissioners Court precincts;
- (optional) redrawing lines for the five Justice of the Peace and Constable precincts; and
- redrawing lines for some 200+ election precincts throughout the County.

On September 14, 2010, the Commissioners Court approved a process and timetable for the 2011 round of redistricting and directed the preparation of a Request for Services (RFS) for consulting services related to redistricting. Pursuant to the timetable it had approved, the Court asked for the RFS to be ready in time for the Court to take action at its November 9, 2010, meeting.

Attached is a draft of the Request for Services (RFS) prepared pursuant to the Court's directions. This draft was prepared by a project management team composed of:

- Cyd Grimes, Purchasing Agent
- Marvin Brice, Purchasing
- Elizabeth Corey, Purchasing
- Deece Eckstein, Coordinator, IGR

- ✯ Melinda Avey, GIS Coordinator, Tax Assessor-Collector/Voter Registrar
- ✯ Mary Fero, Election Management Coordinator, County Clerk
- ✯ David Shore, GIS Coordinator, TNR
- ✯ David Lamp'l, Project Manager, ITS
- ✯ Daniel Bradford, Assistant County Attorney

Please place an agenda item requesting the Court to approve the RFS for Redistricting Services on the Court's agenda for Tuesday, November 9, 2010.

CC: Redistricting 2011 Project Management Team

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, Purchasing Agent

314 W. 11th, Room 400 P.O. Box 1748 Austin, Texas 78767 (512) 854-9700 Fax (512) 854-9185

November 19, 2010

Re: Request for Services for Consulting Services Related to Redistricting

You are invited to submit your proposal in accordance with the requirements in this Request for Services (RFS) #S110035-EC, for Consulting Services related to Redistricting.

Submit an original proposal, **MARKED "ORIGINAL"** to the Travis County Purchasing Agent, 314 West 11th Street, Suite 400, P.O. Box 1748, Austin, Texas 78767, no later than **2:00 P.M. on Friday, December 17, 2010.**

In addition, email one **PORTABLE DOCUMENT FORMAT (PDF)** version of the proposal to Elizabeth Corey, Purchasing Agent Asst., at elizabeth.corey@co.travis.tx.us. Any questions concerning this Request for Services should be directed to Elizabeth Corey by email, or by phone at 512-854-9853.

Submit original proposals to the Travis County Purchasing Agent in a sealed envelope marked:

REQUEST FOR SERVICES

RFS #S110035-EC

CONSULTING SERVICES RELATED TO REDISTRICTING

DO NOT OPEN IN MAILROOM

Your consideration of this Request for Services is appreciated.

Sincerely,

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

REQUEST FOR SERVICES

RFS #S110035-EC

CONSULTING SERVICES RELATED TO REDISTRICTING

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PART II SCOPE OF SERVICES

PART III DRAFT PROFESSIONAL SERVICES AGREEMENT

PART IV ATTACHMENTS, EXHIBIT, AND APPENDICES

Section A – Attachments and Exhibit

Attachment 1	HUB Declaration
Attachment A	Ethics Affidavit
Attachment B	Timetable: Texas Legislative Council
Attachment C	Timetable: approved by Commissioners Court
Exhibit A	List of Key Contracting Persons

REQUEST FOR SERVICES

RFS #S110035-EC

CONSULTING SERVICES RELATED TO REDISTRICTING

PART I - GENERAL REQUIREMENTS

Section A - General Information

1.0 **PURPOSE:**

The Travis County Purchasing Office requests proposals from qualified firms to do the following in an objective and unbiased manner:

1.1 Once the 2010 Census data is released, analyze, in both narrative and graphic formats, the existing precincts to determine what changes, if any, will be necessary to reflect population and demographic changes over the last decade, for the following:

- County Commissioners
- Justices of the Peace and Constables
- Elections

Collectively, the three categories shall be referred to in this RFS as "precincts." Separately, the precincts will be referred to by their individual names.

1.2 Prepare redistricting plans, based on the new Census data and on input obtained from elected officials and the general public, that comply with all applicable laws and are suitable for preclearance submission to the U.S. Department of Justice (DOJ); and

1.3 Obtain preclearance under Section 5 of the Voting Rights Act of 1965 from the DOJ by preparing and submitting the necessary preclearance documents and responding to any follow-up inquiries from the DOJ.

Travis County will consider proposals from all qualified, responsible Proposers.

2.0 **INCURRED EXPENSES:**

There is no expressed or implied obligation for Travis County to reimburse Proposers for any expenses incurred in preparing proposals in response to this RFS, and Travis County will not reimburse anyone for these expenses.

3.0 **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at (time), on (date) at (address).

4.0 **SUBMISSION OF PROPOSAL:**

4.1 In order to conserve costs and materials, and to make it easier for our evaluation team to compare proposals and make additional copies if needed, please submit one original of your proposal on standard 8½" x 11" paper, secured with a binder clip. Do not use 3-ring binders or spiral binding, and do not include pre-printed materials unless specifically requested in this RFS.

4.2 To be considered, an **original sealed proposal plus one Portable Document Format (PDF)** version must be received by **Friday, December 17, 2010, at 2:00 p.m. Central Time**, in the office of the Purchasing Agent.

4.2.1 Address the original proposal to:

Travis County Purchasing Agent
314 West 11th Street, Room 400
P.O. Box 1748
Austin, Texas 78701

4.2.2 Submit the original proposal in a sealed envelope marked:

REQUEST FOR SERVICES

RFS #S110035-EC

CONSULTING SERVICES RELATED TO REDISTRICTING

DO NOT OPEN IN MAILROOM

4.2.3 Send the PDF to Elizabeth Corey at elizabeth.corey@co.travis.tx.us. If you are not able to create and submit a PDF, contact Elizabeth Corey to make alternate arrangements.

4.2.4 Travis County takes no responsibility for proposals that are prevented from reaching the proper destination by any delivery or postal services, or by any Travis County anti-virus or other security software.

4.2.5 Proposals may be modified by fax or e-mail, provided such modification is received prior to the time and date set for the proposal opening, and specific proposal prices are not exposed by the modification.

5.0 **LATE PROPOSALS OR MODIFICATIONS:**

Proposals or modifications to proposals received after the time set for the proposal submission will not be considered, and will be returned to the sender unopened.

6.0 WITHDRAWAL OF PROPOSALS:

Proposer may not withdraw a proposal for ninety (90) days following the date designated for the receipt of proposals without the permission of Travis County, and Proposer agrees to this by submitting a proposal.

7.0 POINTS OF CONTACT:

7.1 For any information related to this RFS, the primary point of contact at Travis County, from RFS issuance until contract award, is:

Elizabeth Corey
Purchasing Agent Asst.
Phone: 512-854-9853
Fax: 512-854-9185
Email: elizabeth.corey@co.travis.tx.us

7.2 Additional points of contact are Marvin Brice, Assistant Purchasing Agent, and Cyd Grimes, Purchasing Agent, at 512-854-9700.

7.3 When requesting information, refer to RFS #S110035-EC.

7.4 Contact with other Travis County personnel initiated by a Proposer related to this RFS or the topic of redistricting may be grounds for disqualification. Firms with ongoing business with Travis County are permitted to continue those activities, but must take care not to engage Travis County personnel in discussions about this RFS.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATION:

If any person contemplating submitting a proposal is in doubt as to the true meaning of the requirements or other documents or any part thereof, a request for clarification should be submitted to the Purchasing Agent on or before SEVEN (7) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing, and the person submitting the request is responsible for its prompt delivery. Any interpretation of the RFS will be made only by an RFS Amendment issued by the Purchasing Agent. In addition to being posted on BidSync, the County's third-party vendor database system (at www.co.travis.tx.us/purchasing, on the left side of the page under "Other Sites"), a copy of such RFS Amendment will be mailed or faxed to each person receiving a copy of this RFS from the Purchasing Office who does not have access to electronic means of doing business.

8.0 GENERAL CONDITIONS:

Proposers must thoroughly examine the requirements, schedule, instructions and all other RFS documents and conduct all investigations necessary to be thoroughly informed regarding delivery of the services as required by the RFS conditions.

9.0 QUALIFICATIONS:

The minimum required qualifications include:

9.1 Proven track record for successfully designing and implementing redistricting plans.

9.2 Demonstrable experience in providing redistricting services, including experience with redistricting in Texas; such experience must cover redistricting services from the initial planning stages through and including preclearance submission.

9.3 Knowledge of relevant constitutional, statutory, and case law provisions regarding redistricting, including the Voting Rights Act of 1965.

10.0 HUB PROCUREMENT PROGRAM:

10.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation in the professional services category to be observed by the County in its award of contracts and subcontracts to certified HUBs.

10.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.

10.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.

10.4 The following section identifies the specific procedures to be followed with respect to this contract for compliance with the HUB Procurement Program.

10.5 HUB Purchases

10.5.1 To be eligible under this program, HUB Proposers and subcontractors must:

10.5.1.1 Be certified as HUB, M/WBE or DBE source by:

(A) City of Austin Municipal Government,
(B) Texas Unified Certification Program, or
(C) State of Texas

10.5.1.2 Register online with the County's third-party vendor database system, BidSync, at www.co.travis.tx.us/purchasing (on the left side of the page under "Other Sites"). Select the Free Registration option.

10.5.1.3 Identify the certifying agency and Item/Service for which certified.

10.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.

10.5.1.5 Complete and return the HUB Declaration form, Attachment 1, with the proposal.

10.5.2. Any third party may challenge a Proposer's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available, who together with the Advisory Committee shall make a determination as to the challenged Proposer's status. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the Proposer in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged Proposer shall be required to submit, within a reasonable period of time, information in support of the Proposer's HUB status. The Purchasing Agent and the Advisory Committee shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and provide an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent, with the Advisory Committee, shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Court's determination and its reasons. A Proposer's HUB status shall remain accurately certified during the challenge procedure and shall not be changed unless or until a successful challenge is finalized. (See also Section 7.0, "Clarification or Objection to Proposal Specification" in Part I, Section A of this RFS.)

PART I - GENERAL REQUIREMENTS

Section B - Required Documentation

1.0 The documentation required for submittal with the proposal is described below.

1.1 Section 2.0 describes documentation that will be used in the evaluation of the proposal.

1.2 Section 3.0 lists other documents that must be submitted.

1.3 Note that this Section B may not address all documentation required by the RFS. The Proposer is cautioned to read the entire RFS to determine all requirements.

TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.

2.0 Responses will consist of one original and one PDF of the proposal. With each, include the following, in the order shown below:

2.1 Title Page:
- The RFS subject and number;
- The name of the firm submitting the proposal;
- The name, address, and telephone number of a contact person; and
- The date of the proposal.

2.2 Transmittal Letter:
- Briefly address the Proposer's understanding of the work to be done;
- Describe the Proposer's commitment to do the work detailed within this RFS;
- State why the Proposer believes itself to be best qualified to do the required work; and
- Letter must be no more than one page, and must be signed by an authorized signatory.

2.3 Detailed Proposal - The detailed proposal must address the ability to provide services for each requirement set forth in this RFS, including responses to the following items:

2.3.1 The number, location, and experience level of staff, and the manner in which the staff is trained. Individual Proposers will be submitting personal information.

2.3.2 A professional résumé for each staff member who will be designated to work with Travis County, listing work experience, professional certifications and credentials, honors, and awards, and each staff member's proposed role in the performance of the redistricting plan. Individual Proposers will be submitting personal information.

2.3.3 A description of the specialized expertise related to redistricting planning available to or within the Proposer's firm. Individual Proposers will be providing personal experience throughout the response.

2.3.4 The duration for which the Proposer has provided redistricting plan services.

2.3.5 A description of plans, if any, to subcontract any of the work to be performed under the Scope of Services, including the type of work and the percentage to be subcontracted, and the names and addresses of the intended subcontractors.

2.3.6 A description of Proposer's experience with and knowledge of current redistricting law and policy, the use of Geographic Information System (GIS) software and hardware, and the data analysis necessary to redraw district and precinct boundaries in compliance with the law.

2.3.7 A list of all contracts in which the Proposer is currently or has previously provided services, as a prime contractor or subcontractor, or in any other capacity, relating to redistricting services, in a) Texas, and b) all other states. Include a brief description of the services provided, duration of the services, and the outcomes.

2.4 Proposer References - Furnish references for two (2) contracts in which the Proposer has provided similar services within the last twenty (20) years. These references must include (a) a description of the services and location of the contract, and (b) the name, address and telephone number of at least one (1) person who represents the Proposer's client. Travis County may contact any of the listed clients to evaluate the services proposed in response to this RFS.

2.5 Description of Proposer - Include the type of entity and place of formation, the services the Proposer provides, and the number of employees.

2.6 Proposer Representatives - Include the names and phone numbers of the individuals who will be responsible for answering technical and contractual questions with respect to the proposal.

3.0 Proposer must complete and return the following documents with their proposal:

3.1 Ethics Affidavit (Attachment A to Part III – Draft Professional Services Agreement), and the accompanying Exhibit A, List of Key Contracting Persons;

3.2 HUB Declaration (Attachment 1 to this RFS); and

3.3 All other information required by this RFS.

4.0 Proposer must submit the following documents after contract award:

4.1 Insurance documentation within ten (10) days and before beginning work; and

4.2 All other information required in this RFS.

5.0 If required by law, Proposer must complete the Conflict of Interest Questionnaire attached as Attachment C to this RFS and file the questionnaire with the County Clerk, Elections Division, 5501 Airport Boulevard, Austin, Texas 78751 within seven (7) business days of submitting its proposal. In addition, if any statement on this submitted questionnaire becomes incomplete or inaccurate, Proposer shall submit an updated, completed questionnaire, not later the seventh (7th) business day after the date of an event that makes a statement in the questionnaire incomplete or inaccurate. Proposer should note that the law requires the County to provide access to this questionnaire on the official Travis County Internet Website.

FAILURE TO PROVIDE ALL INFORMATION REQUESTED

MAY RESULT IN DISQUALIFICATION.

PART I - GENERAL REQUIREMENTS

Section C - Additional Information

1.0 **PROPOSAL DISCLOSURE:** Proposals are opened in a manner so as to avoid disclosure of the contents to competing Proposers. They are kept secret during the evaluation process; however, all proposals will be open for public inspection after award, except for information that qualifies as trade secrets or other confidential information under the Texas Public Information Act, if such information is identified by the Proposer in its proposal.

2.0 **EVALUATION FACTORS:** Travis County will consider the following evaluation factors which are listed in order of importance:

	EVALUATION FACTORS	WEIGHT *
2.1	Proposer's experience with performing similar types of work with a scope similar to the requirements of this RFS	tbd
2.2	Credentials and experience of the team or staff to be assigned to this project	tbd
2.3	Competitiveness of cost proposal	tbd
2.4	Proposed deliverables, methodology, schedule and timelines	tbd
	Total	100%

**** These values will be provided in the final version of the RFS.***

Travis County may also consider any other information that comes to the County's attention that County deems relevant. Prompt payment discounts will not be considered in making awards.

3.0 **METHOD OF AWARD:** The award of a contract shall be based on the demonstrated competence, experience and qualifications of the Proposer, whose Proposal is determined to be the best-value, resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors as listed above. Travis County reserves the right to make an award to one or more than one Proposer.

PART I - GENERAL REQUIREMENTS

Section D - Negotiations

1.0 NEGOTIATIONS:

1.1 Travis County reserves the right to negotiate the price and any other terms with the Proposer.

1.2 If such negotiations are deemed necessary, the Purchasing Agent shall supervise them.

1.3 Proposers may be required to submit additional data during any negotiations.

2.0 DEVIATIONS:

2.1 Requirements stated in this RFS become part of the contract resulting from this RFS unless the Proposer requests a modification which Travis County subsequently approves.

2.2 Any requests for modifications to these requirements must be specifically defined by the Proposer in its proposal.

2.3 If accepted, the modification becomes part of the contract.

2.4 Travis County reserves the right to modify the requirements of this RFS.

3.0 REJECTION OF PROPOSALS:

3.1 County expressly reserves the right to:

3.1.1 waive any defect, irregularity or informality in any proposal;

3.1.2 reject or cancel any proposal or parts of any proposal;

3.1.3 accept proposals from one or more Proposers; or

3.1.4 procure the services in whole or in part by other means.

4.0 PROTESTS:

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) days after award by the Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) days from date of receipt. Any appeal from the Purchasing Agent's decision must be made within ten (10) days after receipt of it and submitted to the Purchasing Agent, who presents the matter for final resolution to Commissioners Court.

Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

5.0 DISCOUNTS:

In connection with any discount offered, time will be computed from the date of receipt of goods or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing the check, or warrant.

PART I - GENERAL REQUIREMENTS

Section E - Background Information and Additional Requirements

1.0 BACKGROUND:

Article 1, Section 2 of the United States Constitution provides that

> **Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers ... The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.**

The constitutional mandate to enumerate all persons is now embodied in the decennial Census, which was completed earlier this year. The official population count will be delivered to President Obama at the end of this year, along with the resulting apportionment of U.S. House of Representatives for next 10 years.

In January, 2011, President Obama will give the apportionment to Clerk of the U.S. House of Representatives, who issues certificates to each state governor showing the state's number of seats. It is anticipated that Texas will gain an additional four congressional seats.

After reapportionment, it is the duty of the Legislature to redistrict, or redraw the boundary lines for, congressional seats in that state. In addition, boundary lines for Texas House of Representatives and Texas Senate districts must also be redrawn. Not later than April 1, 2011, the Census Bureau will provide 2010 population counts for all standard census tabulation areas (e.g., states, Congressional districts, American Indian areas, counties, cities) down to census block level.

At the county level in Texas, the county commissioners court is the entity charged with redistricting.

County Commissioner Precincts

Article V, Section 18 of the Texas Constitution requires each county to be divided into four county commissioners precincts. TEX. CONST. art. V, § 18. One commissioner is elected from each precinct. There is no statutory deadline for the commissioners court to reapportion precinct lines. However, as a result of the 1968 United States Supreme Court decision in *Avery v. Midland County*, commissioners precincts must be redrawn as necessary to maintain a generally equal population within the four precincts. *Avery v. Midland County*, 390 U.S. 474 (1968). Therefore, each county commissioners court must have reviewed its county population totals in accordance with 2010 census numbers and redraw commissioner precinct lines, if necessary, in time for the 2012 primary elections.

Constable/Justice of the Peace Precincts

Article V, Section 18, of the Texas Constitution uses the census figures to set population ranges to determine the number of justice of the peace and constable precincts a county may have. TEX. CONST.

art. V, § 18. For example, the current language requires a county with a population of 50,000 or more, according to the most recent census, to be divided into not less than four and not more than eight precincts.

Travis County currently has five justice of the peace and constable precincts, and this RFS assumes there will be no change in that number.

County Election Precincts

The commissioners court also designates county election precinct lines. The county election precinct is the basic electoral unit, and generally each precinct contains one polling place. Under the Texas Election Code, county election precinct lines may not contain territory from more than one commissioners precinct, justice precinct, congressional district, state representative district, state senatorial district, state board of education district, or a ward of a city with a population of 10,000 or more. TEX. ELEC. CODE Ann. § 42.005 (Vernon Supp. 2010). With the changes that will occur in the districts that are drawn by the legislature, election precinct boundaries in some counties may have to be adjusted to avoid violating Section 42.005. Section 42.032 of the Texas Election Code requires that any changes to county election precincts which are necessary to give effect to a state redistricting plan must be ordered by October 1 of the year in which the redistricting was done. Id. § 42.032.

In Texas, changes in boundaries of commissioner, justice of the peace and constable precincts, or county election precincts must be submitted by the county to the U.S. Department of Justice for preclearance.

Timing

The redistricting process operates within strict timelines, limited on one side by the release of Census data and on the other by the filing period for 2012 party primaries. A timetable for the redistricting process, published by the Texas Legislative Council, is ATTACHMENT C. The timetable for the redistricting process in Travis County, adopted by the Commissioners Court on September 14, 2010, is ATTACHMENT D.

During the contracting process, additional milestones may be added to the timetable.

PART I - GENERAL REQUIREMENTS

Section F – Cost Proposal

1.0 Cost Proposal - Provide a complete fee schedule and cost breakdown indicating method of billing, i.e., hourly rates, fixed fee, or a combination of these. Itemize each activity. Include an estimate and description of anticipated miscellaneous expenses, if applicable. These expenses may be reimbursed at cost in addition to the negotiated fee. Proposers must propose a fee.

2.0 For the following items, indicate whether the cost is included in the fee proposed in 1.0. If the cost is not included, provide an estimated cost, or explain how costs will be determined:

2.1 the cost of visual inspections of election precincts, if deemed necessary,

2.2 the fieldwork to match the actual precinct lines to the census or VTD lines,

2.3 a comprehensive package of rejustifying election precincts, and preclearing these with the DOJ, and

2.4 all costs for expert witnesses, including court testimony, and preparation for such testimony.

NOTE: PARTS II AND III, ANY MODIFICATIONS TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, AND THE PROPOSER'S PROPOSAL WILL BECOME PARTS OF THE CONTRACT RESULTING FROM THIS REQUEST FOR SERVICES.

PART II – SCOPE OF SERVICES

1.0 Proposal Scope and Objectives

Travis County is requesting proposals from experienced and qualified consultants to provide all of the consulting services required for the development and implementation of a redistricting plan for Travis County precincts, necessitated by the 2010 U.S. Census.

1.1 2011 Redistricting Calendar for Travis County

2.0 Information Provided by Travis County

2.1 Travis County has and will provide copies to the successful proposer of the following information in an ArcGIS ArcView 9.3 format for use in preparing the requested services:

2.1.1 A graphic representation of existing precincts using election precincts or census geographic units or Voting Tabulation Districts (VTDs) applicable in 2010.

2.1.2 A tabulation of demographic statistics for Travis County precincts applicable in 2010.

2.1.3 Computer maps showing the following:

- Boundaries applicable in 2010, streets and boundary (population) layers.
- For boundaries applicable in 2010, population distribution by racial and language minority group in split census blocks.
- Natural boundaries and other significant geographic features which may influence selection of boundaries (e.g., roads, streets, monuments).

2.1.4 The location of polling places within boundaries applicable in 2010.

2.2. Travis County has and will provide copies to the successful proposer of the following information in ASCII format or Microsoft Word for use in preparing the redistricting plan:

2.2.1 The data file of registered voters in Travis County in ASCII file.

2.2.2 Field notes in electronic format of election precincts applicable in 2010.

2.2.3 The total population as determined by the 2000 Census.

2.2.4 The total population as defined by the 2010 Census, as it becomes available.

3.0 Requirements for Proposal

In responding to this RFS, qualified proposers should include the following information in their proposals. Failure to provide the information requested may result in disqualification.

3.1 Firm name, address, phone, fax, web address

3.2 Names, telephone numbers, and email addresses of individuals responsible for answering **technical** questions about the proposal

3.3 Names, telephone numbers, and email addresses of individuals responsible for answering **contractual** questions about the proposal

3.4 Experience in Redistricting Work:

3.4.1 Number of redistricting plans prepared and the way in which they were developed:

3.4.1.1 Experience in assisting clients with compliance with the Voting Rights Act (VRA)

3.4.1.2 Experience with voting rights legal organizations and other stakeholders on redistricting county-level plans

3.4.1.3 Experience with organizing and conducting public hearings on redistricting plans

3.4.1.4 Experience with redistricting issues in Travis County, including any relevant experience working with Travis County political parties on redistricting issues

3.4.1.5 Experience with other local government entities on redistricting plans

3.4.2 Number of redistricting plans **submitted to** the DOJ on behalf of governmental bodies.

3.4.3 Number of redistricting plans **approved by** the DOJ

3.4.4 Number of redistricting plans **appealed to any court**, and the outcome of each case

3.4.5 List of current redistricting clients and types of services performed

3.4.6 List of prior redistricting clients and types of services performed

3.5 Résumés or statements describing actual experience involving redistricting work of persons who will be performing the services.

3.6 Identify the proposed roles, and the specialized skills, training, background and expertise of each person who will be assigned to provide redistricting services to Travis County.

3.7 List the number of redistricting plans prepared by each individual named in 3.6, and describe the manner in which each was developed.

3.8 Provide the number of redistricting plans submitted to the DOJ by each individual named in 3.6.

3.9 Description of the services to be performed and the manner in which they will be performed:

3.9.1 What is your experience using census data and Master Address File/Topologically Integrated Geographic Encoding and Referencing (MAF/TIGER) system files?

3.9.2 When do you expect to have the post-census MAF/TIGER files up and running?

3.9.3 How will you provide population counts, including minority population counts, for all proposed election precincts in Travis County?

3.9.4 How will you use "windshield surveys," or visual inspections, as deemed necessary, of election precincts?

3.9.5 If a current or proposed election precinct line does not match the census or VTD lines, how will you do the fieldwork to match the actual precinct lines?

3.9.6 How will you design and implement the community outreach function for the redistricting process?

3.9.7 Will you prepare a comprehensive package of rejustifying election precincts, and preclearing these with the DOJ?

3.9.8 Identify additional services which are not specifically mentioned in this request, but are required to accomplish the objectives in Section 1.0 above and will be included as part of the services to be performed.

3.10 Identify the timelines and schedules of activities which will occur in developing and obtaining DOJ approval of the redistricting plan.

3.11 Describe how your firm will provide access throughout the plan development process to the hardware and the software used to accomplish all tasks to the members of the Travis County Commissioners Court so that the members or their designees may determine the effect of multiple alternatives to the way that the various precincts and electoral boundaries are drawn.

4.0 Minimum Services to be provided; indicate your ability to provide the following:

4.1 Computer map, computerized data files, and demographic data must be based on current version of the 2010 Bureau of the Census MAF/TIGER files.

4.2 Describe the efforts that the Proposer will make to identify, correct and clean the data of original errors existing in the Census files.

4.3 Computer maps and computerized data files must include matching latitude and longitude coordinate systems and show the following information for clear comparison:
- Existing and proposed boundaries
- For existing and proposed boundaries, population and language minority group distribution, and voting age population and language minority group distribution
- Natural boundaries and other significant geographic or structural features (e.g., roads, bodies of water, monuments), which influenced selection of proposed boundaries
- Location of polling places within existing and proposed boundaries

4.4 Calculate the total population before and after the proposed change.

4.5 Indicate type(s) of hardware and software necessary to support computer maps and computerized data files and provide Travis County with a copy of the software. The mapping software must be compatible with ArcView 9.3 coordinate system: a Datum D North American 1927, and include matching latitude and longitude coordinate systems.

4.6 Assist Travis County in uploading ongoing updates of proposed boundaries and other information and final approved proposed changes to Travis County computer files.

4.7 Provide training, if necessary, to allow full utilization of data by Travis County after approval.

4.8 Provide Travis County with all query files, programs and associated data to produce future demographic data reports.

4.9 Grant Travis County all rights, title and interest in the data, files, and programs provided by Proposer without additional cost to Travis County.

5.0 <u>Conditions of Request</u>

5.1 Travis County will not reimburse Proposers for any expense incurred in preparing a response to this request.

5.2 Telegraphic and faxed responses will not be considered, but responses may be modified by telegraphic notice if the notice is received before the time for the opening and prices are not exposed by the modification.

5.3 If anyone contemplating submitting a response is uncertain about the proper interpretation of any part of this document, a request for clarification should be submitted to the Purchasing Agent at least seven (7) days before the scheduled opening. Requests for clarification must be in writing. Any interpretation of this request will be

made only by a written amendment and a copy of it will be mailed or delivered to each person receiving this request from the Purchasing Office.

5.4 By submitting a response to this RFS, the proposer represents that the scope of services, schedule, instructions and all other RFS documents have been thoroughly examined and that all investigations necessary to be thoroughly informed regarding delivery of services required by this request have been conducted.

5.5 Original sealed responses will be received in the office of Travis County Purchasing Agent, addressed to Cyd Grimes, Travis County Purchasing Agent, Travis County Administration Building, Suite 400, 314 W. 11th Street, until 2:00 p.m., Friday, December 17, 2010.

5.6 For proper identification, the sealed envelope should contain the following notation:

REQUEST FOR SERVICES
RFS #S110035-EC
CONSULTING SERVICES RELATED TO REDISTRICTING
DO NOT OPEN IN MAILROOM

5.7 In addition, email one portable document format (PDF) version of the proposal to Elizabeth Corey, Purchasing Agent Asst., at elizabeth.corey@co.travis.tx.us. Any questions concerning this Request for Services should be directed to Elizabeth Corey by email, or by phone at 512-854-9853.

5.8 Proposers must submit the following documents with the response:

5.8.1*A notarized Ethics Affidavit (Attachment A), including the accompanying Exhibit A

5.8.2*HUB Declaration and List of Certified HUB Subcontractors (Attachment 1)

*These documents are included as Attachments to this Part I, Section B.

5.9 Responses will be opened to avoid disclosure of the contents to competing proposers and will be kept secret during the evaluation and negotiation process. However, all responses will be open for public inspection after award unless the proposers include information that qualifies as trade secrets and confidential information under the Texas Open Records Act and identifies that information in its response.

6.0 Evaluation Factors

Travis County will consider many evaluation factors (of which price is only one factor) and will receive proposal(s) from all responsible proposer(s). The objective of Travis County is to obtain the desired redistricting consulting services with the best available experience and pricing system.

7.0 Discussion with Proposers

7.1 Contract discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award. Negotiations and revisions may be permitted after submission and before award to obtain best and final offers.

7.2 Travis County expressly reserves the right to waive any defect, irregularity or informality in any response; reject or cancel any or all response, or part(s) of any response; accept offers from one or more proposers.

7.3 Requirements stated in this request become part of a contract with the proposer(s), and any deviations from these requirements must be specifically defined by the proposer in the response.

8.0 Other Conditions

8.1 Non-Discrimination and ADA Compliance. The successful proposer shall provide all services and activities required by this contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. The successful proposer shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

8.2 Venue. Any contract awarded based on this request shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Travis County, Texas.

8.3 Assignment. The work to be provided under this request, or any part of the work to be provided under this request, shall not be assignable by the proposer without the express written permission of the Travis County Commissioners Court. However, Travis County reserves the right to assign any of its obligations under any contract awarded pursuant to this request.

8.4 Ethics Policy

8.4.1 Definitions:

A. "Contract" means the contract awarded pursuant to this Request for Services.

B. "Is doing business" or "has done business" means:

(i) Paying or receiving any money or other valuable thing in

exchange for personal services or for the purchase or use of any property or property interest, either real or personal, either real or personal, either legal or equitable; or

(ii) Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt.

C. "Key Contracting Person" means any person or business listed in Exhibit "A" to the affidavit attached to this Contract and marked Attachment 1 which is expressly incorporated in this request.

8.4.2 Forfeiture of Contract. Proposer shall forfeit all benefits of the resulting Contract and County shall retain all performance by proposer and recover all consideration or the value of all consideration paid to the proposer pursuant to the resulting contract if:

(i) Proposer is doing business at the time of submitting this proposal or has done business during the 365-day period immediately prior to the date on which this request was due with one or more key persons if proposer has not disclosed the name of any such key person in Attachment 2 which is expressly incorporated into this contract; or

(ii) Proposer does business with a key person after the date on which this request is due and prior to full performance of the resulting contract and fails to disclose the name of any such key person in writing to each member of the Commissioners Court and to the county Clerk within ten (10) days after commencing business with that key person.

8.5 Warranties and Service

8.5.1 The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this request or any contract awarded from this request except as expressly authorized by an order of the Commissioners Court of Travis County granting that waiver.

8.5.2 The successful proposer warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

8.6 Invoicing

The successful proposer(s) shall invoice Travis County for services delivered under any awarded contract. Travis County agrees to pay such invoice no later than thirty days after receipt of the invoice by Travis County addressed to County Auditor, P.O. Box 1748, Austin, Texas 78767 in compliance with the Prompt Payment Act. Travis County has no obligation to pay under any contract awarded pursuant to this request until after receipt of redistricting consulting services which meet the requirements of this request.

The successful proposer shall provide County with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any contract funds are payable.

Despite anything to the contrary in the contract, if the successful proposer is delinquent in payment of property taxes at the time of invoicing, the proposer assigns any payments to be made for services delivered under any contract awarded pursuant to this request to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

Invoices shall include at least: (i) name, address, and telephone number of Contractor, (ii) County Contract number, (iii) identification of services in the contract, and (iv) the amount due.

8.7 Interpretation

The titles of the several sections, subsections and paragraphs set forth in this request are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this request.

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

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

8.8 The successful proposer must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this contract.

Attachment B

2011 Redistricting Timetable

The January 2, 2012, filing deadline for the primary elections allows approximately seven months from the end of the regular legislative session for the governor to act on any redistricting legislation passed, for the LRB to meet if necessary, for any special session called to consider redistricting if necessary, for obtaining preclearance under Section 5 of the Voting Rights Act, for judicial review, and for counties to make changes in county election precincts. The following timetable illustrates the challenge of accomplishing all steps in the redistricting process between the release of the 2010 census data for redistricting and the 2012 election cycle.

2010	
April 1, 2010	Census Day
Summer-Fall 2010	Regional outreach hearings in selected cities may be held
December 31, 2010	Deadline for delivery of state total population data

2011	
January 10, 2011	Deadline for announcement of number of congressional seats apportioned to the states
January 11, 2011	82nd Legislature convenes
February 15, 2011	Earliest likely delivery of census population data
April 1, 2011	Deadline for delivery of census population data
May 12, 2011	Last day to pass house bills under current rules (rules may change)
May 30, 2011	82nd Legislature adjourns; deadline for enactment of state Senate and House districts
May 31-August 27, 2011	Legislative Redistricting Board convenes if legislature fails to adopt a senate or house plan
Summer-Fall 2011	Special session on congressional and State Board of Education plans could be called, if necessary
October 26, 2011	Last day Legislative Redistricting Board may adopt a plan
Fall 2011	All plans drawn by the legislature, the Legislative Redistricting Board, or a state district court must obtain Department of Justice preclearance under Section 5 of the Voting Rights Act
June-December 2011	Possible court challenges to redistricting plans

2012	
January 2, 2012	Filing deadline for 2012 elections
March 6, 2012	Primary elections

To further understand the complexities and the challenge facing the legislature, the reader may refer to the histories of redistricting in the previous three decades, which are summarized on the Texas Redistricting website (http://www.tlc.state.tx.us/redist/redist.html).

Attachment C

OVERALL TIMETABLE FOR TRAVIS COUNTY REDISTRICTING PROCESS – 2010-11

(Commissioners Court actions in bold)

September-November	Development and Approval of a Request for Services (RFS)
September 14	**Assemble, approve a project management team**
September	Stakeholders meetings with elected officials and with the public
October	Working group prepares a draft RFS
November 9	**Commissioners Court approves RFS**
November - February	Evaluation and Negotiation Process and Approval of Contract with vendor
November-December	Purchasing publishes RFS, receives proposals
January-February	Evaluation team to review proposals, select finalist, negotiate contract
February 8	**Commissioners Court approves contract with vendor**
February - June	Research and development of a first draft of redistricting plan
February – May	Vendor gathers data, monitors legislative processes
March	**Commissioners Court adopts principles to guide the redistricting process**
June	Vendor presents first draft of plan(s) to Commissioners Court
June - August	Public hearings and revision of plan(s) as necessary
August 23	**Commissioners Court adopts plan(s)**
October – November	Department of Justice review, implementation of plan(s)
September 27	**Commissioners Court approves pre-clearance submission to the Department of Justice**
October-November	Justice Department review, approval of redistricting plan(s)
December 3	Filing begins for March 6, 2012 primary elections

Updated 11/5/2010, 1:20 p.m.

#21

Travis County Commissioners Court Agenda Request

Voting Session 11/09/10 (Date) Work Session _____ (Date)

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

B. Requested Text: **Consider and take appropriate action on the following, in Precinct Three:**
A: Approve the acceptance of dedication of Granada Oaks; and
B: Approval of a License Agreement with the Granada Oaks Homeowners Association, Inc.

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

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

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

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

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

III. Required Authorizations: Please check if applicable:

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

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

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

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

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

Updated 11/5/2010, 1:20 p.m.

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: October 20, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Director, Road Maintenance, Bridge and Fleet

SUBJECT: **Consider and take appropriate action on the following, in Precinct Three:**
A: Approve the acceptance of dedication of Granada Oaks; and
B: Approval of a License Agreement with the Granada Oaks Homeowners Association, Inc.

A. Summary and TNR Staff Recommendation:
This subdivision was recorded on January 23, 1985. It has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this subdivision, will be approved under Chapter 251 of the Texas Transportation Code.

The subdivision is accessed from Granada Estates Section 4, accepted for maintenance by Travis County. This action will add 0.98 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:
There are no budgetary impacts. All fiscal posted will be released.

Issues and Opportunities:
This developer bought some property that had been platted more than 20 years ago but not constructed. He constructed the streets and therefore Travis County did not have to use the limited funds that we have set aside for sub-standard streets.

Exhibits:
Approval of Construction
List of streets
Requirements
Attached maps

B: Summary and TNR Staff Recommendation:
The Granada Oaks Homeowners Association, Inc. proposes to use this License Agreement to show their responsibility for exposed aggregate head walls, at the culvert crossings at El Rey Blvd., San Diego Road, and San Lucas Road, and the plantings and irrigation at the entry to Granada Oaks. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:
The Security Deposit is $6,000.00.

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

Required Authorizations:
None

Exhibits:
License Agreement
Exhibit

DV:DWW:dv

1102 Granada Oaks License Agreement
1105 Granada Oaks

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

APPROVAL OF CONSTRUCTION

DATE: October 14, 2010

TO:

Developer
McCall Realty Company, Inc.
Buster McCall
401 Graciosa Cove
Austin, TX 78746

Engineer
Thompson Land Engineering, LLC
Rick Thompson
904 N. Cuernavaca
Austin, TX 78733
Fx: 328-1112

SUBJECT: **Granada Oaks**

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. No sidewalks were required.

OTHER REMARKS:

None

BY: Darla Vasterling
TNR Engineering Specialist – Darla Vasterling

10-15-10
TNR Inspection Division – Johnny Anglin

Donald W. Ward 10/19/10
TNR Division Director, Road and Bridge – Donald W. Ward

Updated 11/5/2010, 1:20 p.m.

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION Granada Oaks **Pct.#** 3

Mapsco No. 641A **Atlas No.** G-05

RECORDED AT Vol. 85, page 87A-C IN THE PLAT RECORDS OF TRAVIS COUNTY 1/23/85

SUBDIVISION CONTAINS 4 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	San Diego Road	NE cor Lot 4 Blk C to end of 50'R cul-de-sac	984	0.19	60'	HMAC	26" B-B	No
2	Vera Cruz Road	San Diego Road to end of 50'R cul-de-sac	1262	0.24	60'	HMAC	26" B-B	No
3	El Rey Boulevard	NE cor Lot 1 Blk A to end of 50'R cul-de-sac	1692	0.32	60'	HMAC	26" B-B	No
4	San Lucas Drive	from end of 50'R cul-de-sac to end of 50'R cul-de-sac	1249	0.24	60'	HMAC	26" B-B	No
5								
6								
7								
8								
9								
10								
			5187					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **49** **N/A** ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED **1-4**

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-4 TOTALING **0.98** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

9-Nov-10
DATE

Donald W. Ward 10/19/10
Donald W. Ward, P. E.
Division Director, Road, Bridge, and Fleet
TRANSPORTATION AND ENGINEERING SERVICES

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

APPROVED BY COMMISSIONERS' COURT DATE

Updated 11/5/2010, 1:20 p.m.

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

Granada Oaks

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION

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

3/01/07 **1.** Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)

3/14/07 **2.** Construction Summary Report, **signed** by COA inspector. § 82.604(c)(1)

3/01/07 **3.** Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)

3/01/07 **4.** Reproducible Plans, certified as **"Record Drawings"**, by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan
3/07/07 [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
Per David Greear

Rel fis @ COA **5.** Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)

NA **6. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)*per Stacey*

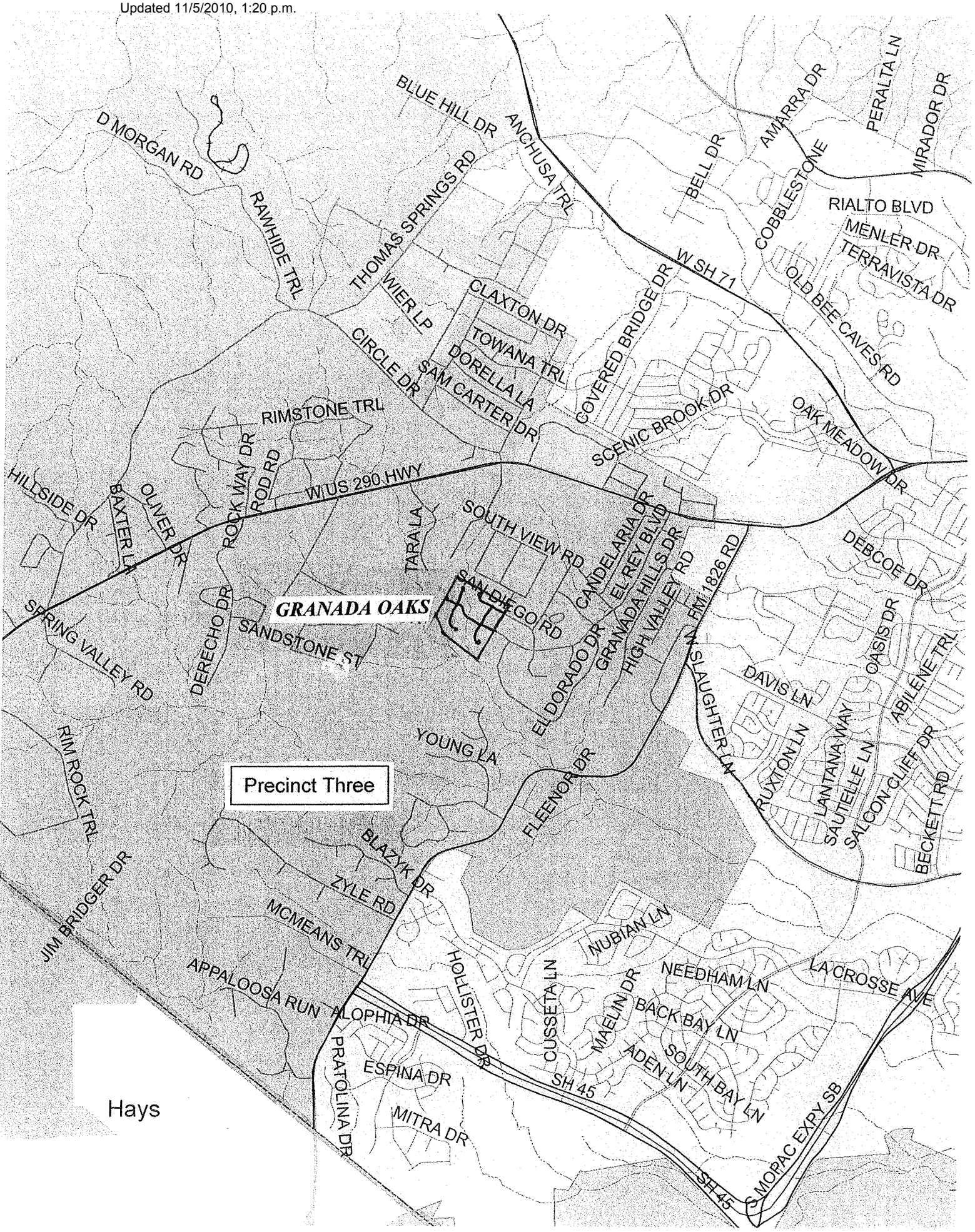
NA **7.** A letter from Texas Department of Licensing and Regulation (**or a Registered Accessibility Specialist**) approving subdivision construction (when sidewalks are required per plat). Plan approval required at time of Conditional Acceptance of Construction. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2) **NO Sidewalks – Right?**

10/14/10 **8.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**

6/19/07 **9.** Approval of other agencies - cities, **if in their ETJ**; Municipal or other Utility Districts.

8/03/10 **10.** License Agreement **(If there are private improvements in Public ROW.)** Have security deposit, insurance cert. NEED License Agreement for non-standard culvert.

Updated 11/5/2010, 1:20 p.m.



LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Granada Oaks Home Owners Association (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Granada Oaks, a subdivision located in Travis County, being more particularly described in that certain plat, recorded at Book 3, Page 464, of the Plat Records of Travis County, Texas, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of El Rey Boulevard, San Diego Road, and San Lucas Road (see EXHIBIT "A"), in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) per occurrence and ONE MILLION DOLLARS ($1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the

policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of 6,000 AND NO/100 DOLLARS ($ _____). Cash provided to the COUNTY will be deposited with

the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED

IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

GRANADA OAKS HOA
P.O. Box 164164
Austin, Tx 78716

phone

COUNTY:

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

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.___

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2007, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

_____
Notary Public in and for the State of Texas

_____
Printed/Typed Name

_____
My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 2007.

THE ASSOCIATION:

Granada Oaks HOA

By: E.P. McCall
signature

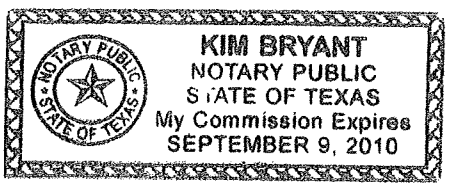
Name: E.P. McCALL Jr
printed name

Title: President
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 6 day of March 2006, by E. P. McG J. as President of the Granada Oaks HoA, a Texas corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

Kim Bryant
Printed/Typed Name

9/9/10
My commission expires

ADDRESS OF ASSOCIATION:

P.O. Box 164164
Austin, Tx
78716

Austin, Texas
(512) 328-6900
phone

ASSOCIATION'S MANAGEMENT CO.

Attn:

phone

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Granada Oaks Home Owners Association (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Granada Oaks, a subdivision located in Travis County, being more particularly described in that certain plat, recorded at Book 3, Page 464, of the Plat Records of Travis County, Texas, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of El Rey Boulevard, San Diego Road, and San Lucas Road (see EXHIBIT "A"), in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) per occurrence and ONE MILLION DOLLARS ($1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the

policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

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D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of 6,000 — AND NO/100 DOLLARS ($ _____). Cash provided to the COUNTY will be deposited with

the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

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This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED

IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

GRANADA OAKS HOA
P.O. BOX 164164
AUSTIN, TX 78716

phone

COUNTY:

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

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.___

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2007, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

_____
Notary Public in and for the State of Texas

_____
Printed/Typed Name

_____
My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 2007.

THE ASSOCIATION:

Granada Oaks HOA

By: E.P. McAll Jr.
signature

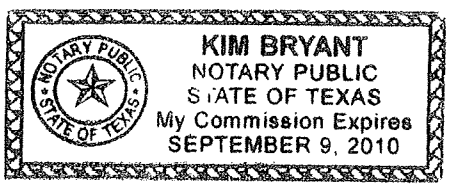
Name: E.P. McALL Jr
printed name

Title: President
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 6 day of March 2006, by E. P. McCal Jr as President of the Granada Oaks HoA., a Texas corporation, on behalf of said corporation.



Kim Bryant
Notary Public in and for the State of Texas

Kim Bryant
Printed/Typed Name

9/9/10
My commission expires

ADDRESS OF ASSOCIATION:

P.O. Box 164164
Austin, Tx
78716
Austin, Texas
(512) 328-6900
phone

ASSOCIATION'S MANAGEMENT CO.

Attn:

phone

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Granada Oaks Home Owners Association (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Granada Oaks, a subdivision located in Travis County, being more particularly described in that certain plat, recorded at Book 3, Page 464, of the Plat Records of Travis County, Texas, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of El Rey Boulevard, San Diego Road, and San Lucas Road (see EXHIBIT "A"), in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) per occurrence and ONE MILLION DOLLARS ($1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the

policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

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A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

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ASSOCIATION:

GRANADA OAKS HOA
P.O. BOX 164164
AUSTIN, TX 78716

phone

COUNTY:

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

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.___

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EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2007, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

_____
Notary Public in and for the State of Texas

_____
Printed/Typed Name

_____
My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 2007.

THE ASSOCIATION:

Granada Oaks HOA

By: E.P. McCall Jr
signature

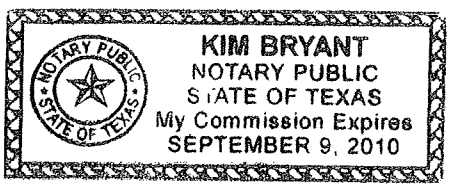
Name: E.P. McCALL Jr
printed name

Title: President
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 6 day of March 2006, by E. P. McCa Jr as President of the Granada Oaks HoA, a Texas corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

Kim Bryant
Printed/Typed Name

9/9/10
My commission expires

ADDRESS OF ASSOCIATION:

P.O. Box 164164
Austin, Tx 78716
Austin, Texas
(512) 328-6900
phone

ASSOCIATION'S MANAGEMENT CO.

Attn:

phone

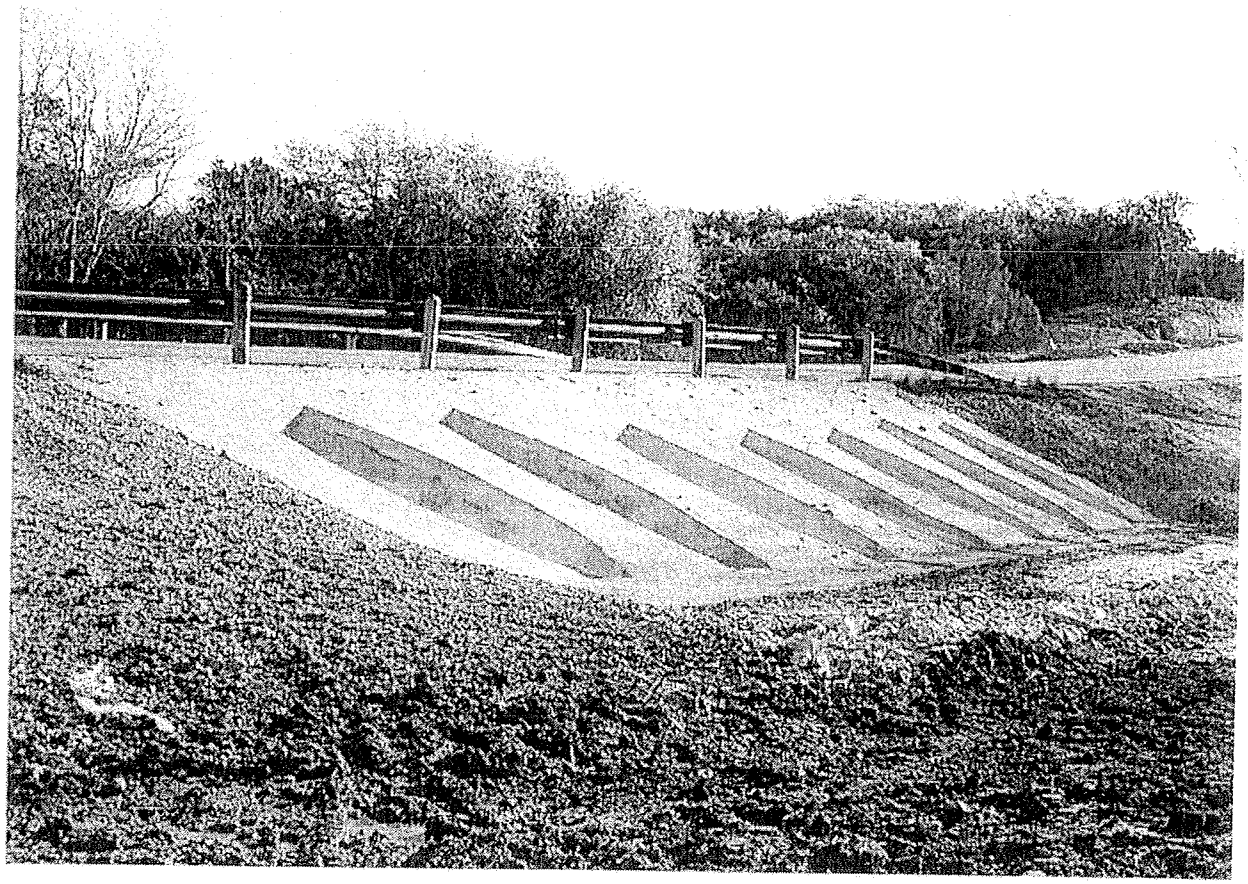
EXHIBIT "A"
License Agreement to Include:

A) Exposed aggregate head walls at culvert crossings at three locations, El Rey Boulevard, San Diego Road and San Lucas Road.

B) Plants and irrigation at the entry to Granada Oaks located at El Rey Boulevard and San Diego Road.

Kodak
Slideshow
pictures of granada oaks - Debbie, 1/10/07
4 x 6" - $0.15 Add to Cart

Stop Play Pause Fast Forward
Exit
Play

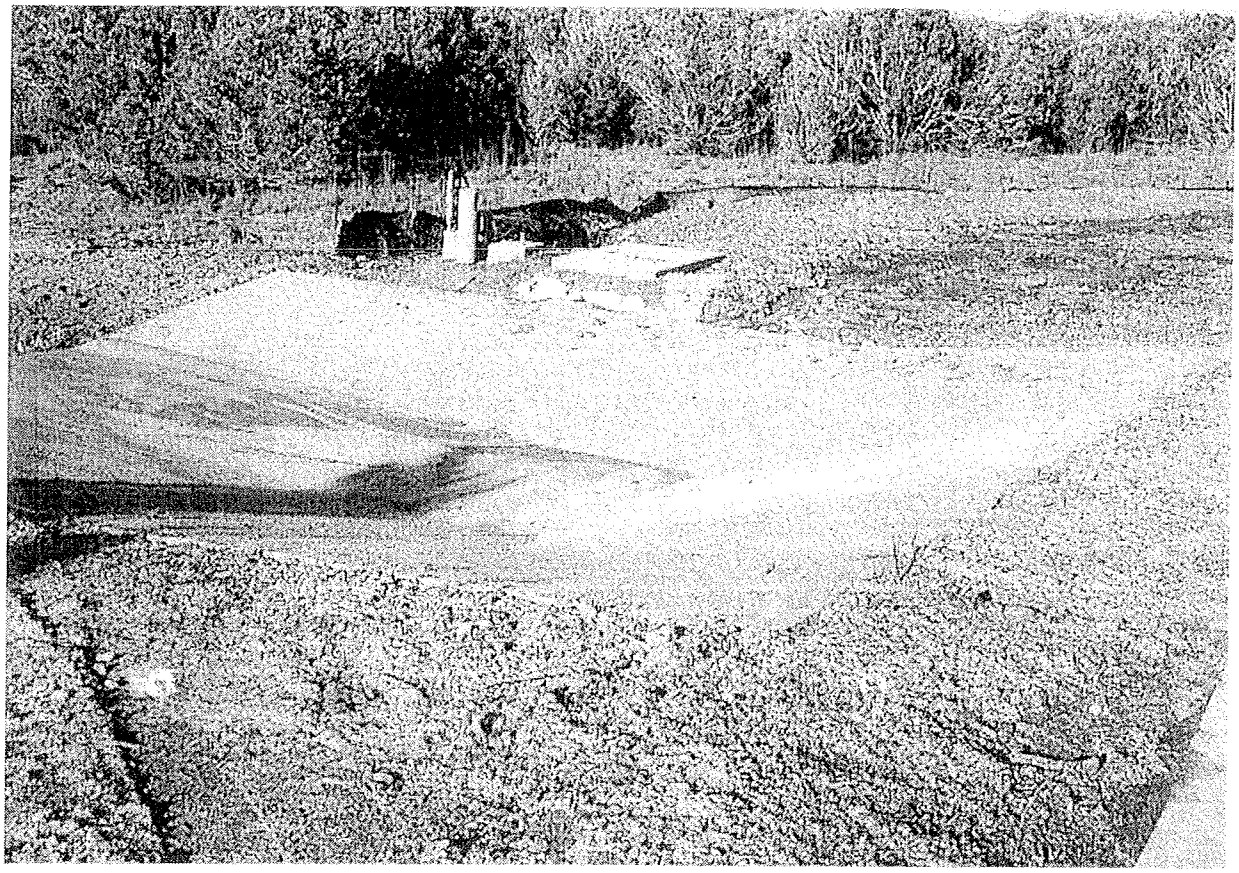


2 photos 1 album

Comments (0)

Add a Comment
You must sign in or create an account to add

Kodak
Slideshow
pictures of granada oaks - Debbie, 1/10/07
4 x 6" - $0.15
Add to Cart
Share Slideshow | Send
Play



2 photos 1 album

Comments (0)

Add a Comment
You must sign in or create an account to add

#22

Travis County Commissioners Court Agenda Request

Voting Session 11/9/10 (Date) Work Session _____ (Date)

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

B. Requested Text:

Approve the acceptance of dedication of street and drainage facilities within Cypress Canyon, Section Three-C – a subdivision in Precinct Three.

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

II. A. Is backup material attached*? Yes X No_____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

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

Yes X No_____ Please list those contacted and their phone numbers:

Anna Bowlin	- 854-9383	Jamie Mancillas	- 854-9383
Don Ward	- 854-9383	Gayla Dembkowski	- 854-9383
Howard Herrin	- 854-9383		

III. Required Authorizations: Please check if applicable:

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

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

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

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

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: October 13, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Don Ward, P.E. - Director of Road Maintenance & Fleet Services

SUBJECT: Approve the acceptance of dedication of street and drainage facilities within Cypress Canyon, Section Three-C – a subdivision in Precinct Three.

Summary and TNR Staff Recommendation

Cypress Canyon, Section Three-C was recorded on June 14, 2007 at document #200700200. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code.

In regards to any un-constructed sidewalks within this subdivision, sidewalk fiscal will remain in place. This sidewalk fiscal will be released once the remaining un-constructed sidewalks are constructed and given a positive inspection from a Registered Accessibility Specialist (RAS).

Cypress Canyon, Section Three-C is accessed from Lime Creek Road, a street maintained by Travis County. The City of Cedar Park has approved Cypress Canyon, Section Three-C. This action will add a total of 0.40 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

None.

Issues and Opportunities:
This project has been on the ground for 3+ years. However, sidewalk and driveway issues kept the County from accepting the facilities for maintenance. The developer has since fixed the sidewalk and driveway issues along with all punch list items. The developer is requesting that the County consider the 3+ years as the maintenance period. Staff feels this request can be granted and all fiscal associated with this project be released.

Required Authorizations:
Road Maintenance Department.

Exhibits:
TNR Approval Letter
RAS Inspection Approval
City of Cedar Park Acceptance
List of Streets
Requirements for Approval
Subdivision Location Maps

PS:DW:ps

1105 Cypress Canyon, Section Three-C

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

APPROVAL OF CONSTRUCTION

DATE: September 30, 2010

DEVELOPER:
Standard-Pacific Homes
1011 North Lamar
Austin, TX 78703

ENGINEER:
Carlson, Brigance & Doering, Inc.
3401 Slaughter Lane West
Austin, TX 78748

SUBJECT: **Cypress Canyon Section Three-C**

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

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

All items have been received

BY: _____
TNR Construction Inspector – Charles Allen

_____
TNR Engineering Specialist – Paul Scoggins

_____
TNR Road Maintenance – Don Ward, PE

1102 fiscal file
1105 Subdivision File

ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (512) 268-5964
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: July 16, 2010

TO: Leanna Einhaus
Blake Magee Company
1011 N Lamar Blvd
Austin TX 78703
leanna@blakemageeco.com

FROM: Robert Ronson, RAS

PROJECT: Cypress Canyon Sec 3C
Basie Bend, Didley Cove, Ripperton Run, Canyon Springs Dr, Etta James Cove
Cedar ParkTX

Re-inspection performed: 7/15/2010

SUBJECT: REINSPECTION – NO VIOLATIONS

The referenced project has been re-inspected to verify completion of corrective modifications. We are pleased to inform you that all items now appear to be in substantial compliance with the requirements of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that was constructed at the time of the inspection. 2903 & 2905 Etta James Cove were corrected.

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, please contact the United States Department of Justice, Civil Rights Division at (202)514-0301.

Also note, this project is not subject to review and/or inspection under current state law, there fore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

EXCEPTIONS: None

NOTE: *The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.*

CEDAR PARK

June 27, 2007

Mr. Danny Doering, P.E.
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, Texas 78749

Re: Final Approval of Subdivision Improvements
Cypress Canyon Section 3C
SI-05-016

Dear Mr. Doering:

The above referenced subdivision was constructed in general accordance with the construction plans, which were approved by the City of Cedar Park Public Works Department.

Should you have any questions, feel free to contact me at (512) 401-5354.

Sincerely,

Emily D. Truman

Emily D. Truman, P.E.
Senior Engineer
Public Works Department

cc: Jim Tolles, P.E., JR Tolles and Associates
Leanna Einhaus, Blake Magee

X:\Projects\Subdivision\CypressCanyonSec3cApproval.doc

Updated 11/5/2010, 1:20 p.m.

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION **Cypress Canyon, Section Three-C** **Pct.# 3**

Mapsco No. 402P **Atlas No. P-06**

SECTION THREE-C RECORDED AT DOC #200700200 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY ON 6/14/07.

ONE SUBDIVISION CONTAINING 5 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW WIDTH	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Canyon Springs Drive	intersection w/Lime Creek Rd south to SW corner of Lot 1, Blk F	479	0.09	60'	HMAC	40' F-F	YES
2	Etta James Cove	intersection w/Canyon Springs Dr west to center of cul de sac (R=50')	138	0.03	50'	HMAC	30' F-F	YES
3	Ripperton Run	intersection w/Canyon Springs Dr east to NE cor of Lot 18, Blk F	949	0.18	50'	HMAC	30' F-F	YES
4	Basie Bend	intersection w/Ripperton Run north to SE cor of Lot 22, Blk D	408	0.08	50'	HMAC	30' F-F	YES
5	Diddley Cove	intersection w/Ripperton Run north to center of cul de sac (R=50')	155	0.03	50'	HMAC	30' F-F	YES
	Total Footage/Mileage		2129	0.40				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 68 **N/A** ADDITIONAL LOTS SOLD FOR DEVELOPMENT

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

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-5 TOTALING 0.40 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

9-Nov-10
DATE

Don W. Ward
Don Ward, PE
Director of
Road Maintenance & Fleet Services

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

DATE APPROVED BY COMMISSIONERS' COURT

TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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

6/22/07 **1.** Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)

NA **2.** Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)

6/22/07 **3.** Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)

6/22/07 **4.** Reproducible Plans, certified as **"Record Drawings" or "As Builts",** by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.

TNR will reduce **5.** Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)

NA **6. If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)

8/2/10 **7.** A letter from **a Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)

10/4/10 **8.** A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**

6/28/07 **9.** Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.

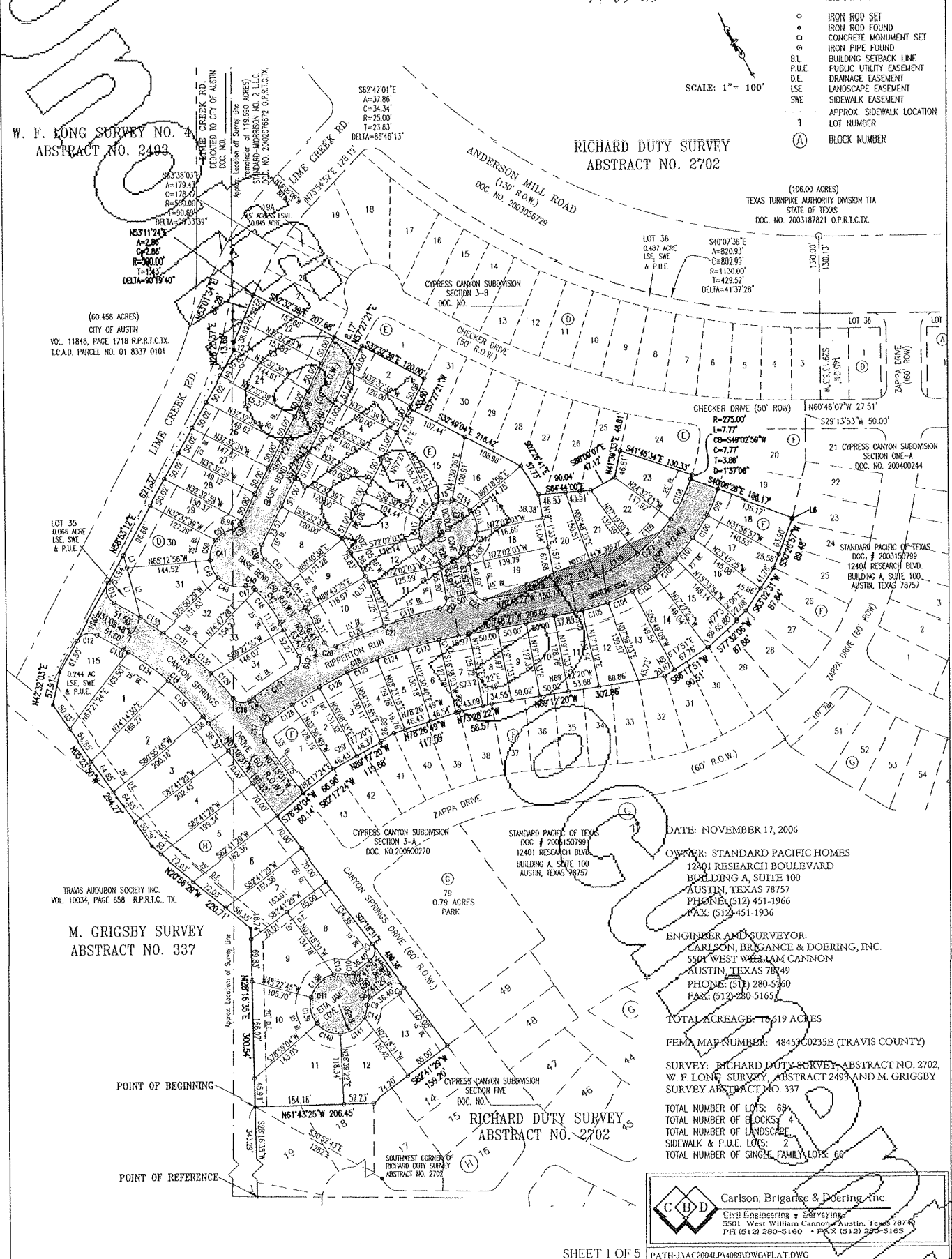
NA **10.** License Agreement **(If there are private improvements in Public ROW).**

Updated 11/5/2010, 1:20 p.m.

PHOTOGRAPHIC MYLAR 6/14/07 $146.00 2007100200

CYPRESS CANYON SUBDIVISION SECTION THREE-C

FP-05-015



DATE: NOVEMBER 17, 2006

OWNER: STANDARD PACIFIC HOMES
12401 RESEARCH BOULEVARD
BUILDING A, SUITE 100
AUSTIN, TEXAS 78757
PHONE: (512) 451-1966
FAX: (512) 451-1936

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

TOTAL ACREAGE: 16.619 ACRES

FEMA MAP NUMBER: 48453C0235E (TRAVIS COUNTY)

SURVEY: RICHARD DUTY SURVEY, ABSTRACT NO. 2702, W. F. LONG SURVEY, ABSTRACT 2493 AND M. GRIGSBY SURVEY ABSTRACT NO. 337

TOTAL NUMBER OF LOTS: 68
TOTAL NUMBER OF BLOCKS: 4
TOTAL NUMBER OF LANDSCAPE, SIDEWALK & P.U.E. LOTS: 2
TOTAL NUMBER OF SINGLE FAMILY LOTS: 66

Carlson, Brigance & Doering, Inc.
Civil Engineering • Surveying
5501 West William Cannon • Austin, Texas 78749
PH (512) 280-5160 • FAX (512) 280-5165

SHEET 1 OF 5

PATH-J:\AC2004LP\4089\DWG\PLAT.DWG

Pri

Google maps

Address **Diddley Cove**
Leander, TX 78641

Notes Approve the acceptance of the street and drainage facilities within Cypress Canyon, Section Three-C - a subdivision in Precinct Three, Commissioner Karen Huber.

Updated 11/5/2010, 1:20 p.m.

23

Travis County Commissioners Court Agenda Request

Voting Session 11 / 9 / 10 (Date) Work Session _____ (Date)

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

B. Requested Text:

Consider and take appropriate action on a proposed Utility Easement from Travis County to Pedernales Electric Cooperative, Inc. ("PEC"), as required by PEC for their installation and provision of electrical utility service to County improvements planned for Reimers Ranch Park in Precinct Three.

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

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

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

Joseph P. Gieselman, TNR	854-9383	Robert Armistead, TNR	854-9383
Steve Manilla, P.E., TNR	854-9429	Greg Chico, TNR	854-4659
Roger Schuck, P.E., TNR	854-9383	John Hille, Asst. CA	854-9513
Charles Bergh, TNR	854-9383	Chris Gilmore, Asst. CA	854-9455

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)

__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.

c:\alldocs\agenreq174.doc

Updated 11/5/2010, 1:20 p.m.

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

COURT DATE: 11 / 9 / 10

AGENDA ITEM #

MEMORANDUM

DATE: February 26, 2010

TO: Members of the Commissioners' Court

FROM: For Joseph P. Gieselman, Executive Manager

SUBJECT: Utility Easement required by Pedernales Electric Cooperative for Reimers Ranch Park

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

This agenda item is to consider and potentially approve the granting of an easement to the Pedernales Electric Cooperative, Inc. (PEC) to allow for PEC use of County property for PEC's installation, construction and erection of utility poles, and attendant / related facilities, to provide electrical service to County improvements to be located within Reimers Ranch Park. Consequently, TNR staff recommends the Commissioners' Court approve action for the County Judge to execute such easement (attached as Exhibit "A").

FISCAL AND BUDGETARY IMPACT

The proposed grant of easement rights would have no fiscal impact to the County. Additionally, it is necessary for the important electrical service planned for upcoming improvements within the park. No direct or indirect costs for Travis County are associated with this proposal.

ISSUES AND OPPORTUNITIES

Provision of easement rights to utility providers is a typical and commonplace event for property owners of large acreage tracts who are seeking utility services to new improvements. In this regard, this issue represents standard practice.

REQUIRED AUTHORIZATION County Attorney's Office

EXHIBIT Proposed Utility Easement

copy: Steve Manilla, P.E., Public Works Director
Roger Schuck, P.E., Project Manager
Charles Bergh, Parks Director
Robert Armistead, Parks Manager
Greg Chico, Right-of-Way Manager
John Hille, Assistant County Attorney

JPG/gc

c:\alldocs\ccmm174.doc

UTILITY EASEMENT

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

That TRAVIS COUNTY, political subdivision of the State of Texas, hereinafter referred to as "Grantor" (where one or more), for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances, (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys and anchors) over, across and upon the following described lands located in TRAVIS County, Texas, to wit:

> Being a twenty feet (20') wide strip of land, more or less, out of the following surveys of TRAVIS County, Texas: the A.B.&M Survey No. 23, Abstract No. 41, the Brook & Burleson Survey No. 25, Abstract No. 130, the Jas. Cawfield Survey No. 53, Abstract No. 209, and the J. G. Cawlfield Survey No. 532, Abstract No. 210; said property being more particularly described on instrument (Deed) recorded in Document No. 2005227101 in the Official Property Records of TRAVIS County, Texas.

Location of easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, or as indicted on Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said easement area for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said easement area; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights ("Easement") unto Pedernales Electric Cooperative Inc., and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Granto, to the extent permitted by the laws and Constitution of the State of Texas, does hereby bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above the described easement unto Pedernales Electric Cooperative,

and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise.

This Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, and subleases affecting the above described easement, or any part thereof, whether of record or not, and all presently recorded matters that affect the Easement. This Easement is further made subject to all future easements, leases and subleases to the extent the same do not unduly interfere with Pedernales Electric Cooperative, Inc.'s rights hereunder.

WITNESS my hand this _____ day of _____ 2010.

GRANTOR: TRAVIS COUNTY, TEXAS

By: _____
(Signature)

Samuel T. Biscoe
(Printed Name)
Travis County Judge
(Title)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2010 by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

_____
Notary Public in and for

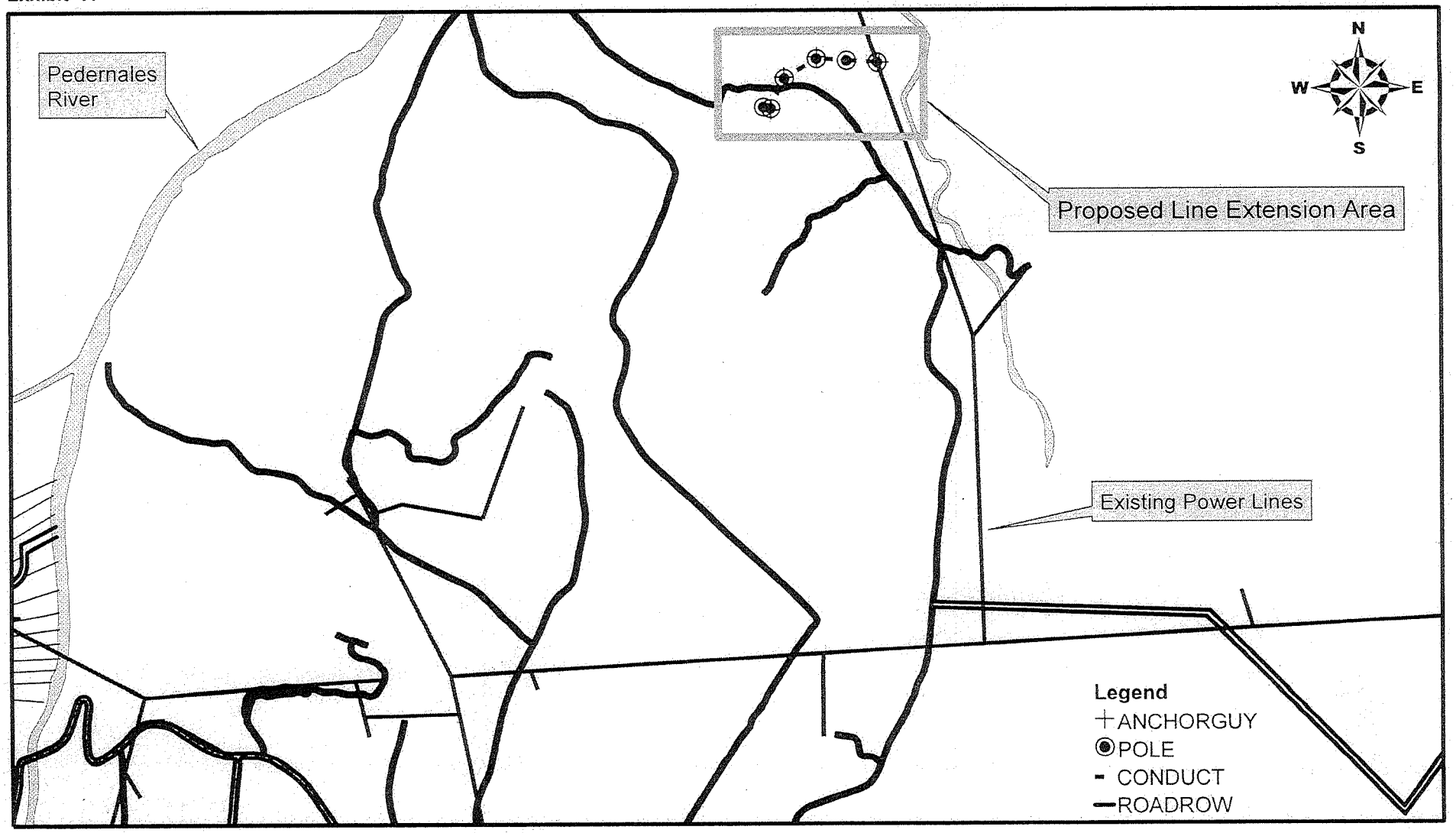
The State of Texas

Notary's Name (Printed): _____
My commission expires: _____

After Recording, please return to:

Pedernales Electric Cooperative, Inc.
Attn: District Engineering Supervisor
P. O. Box 750
Marble Falls, TX 78654-0750

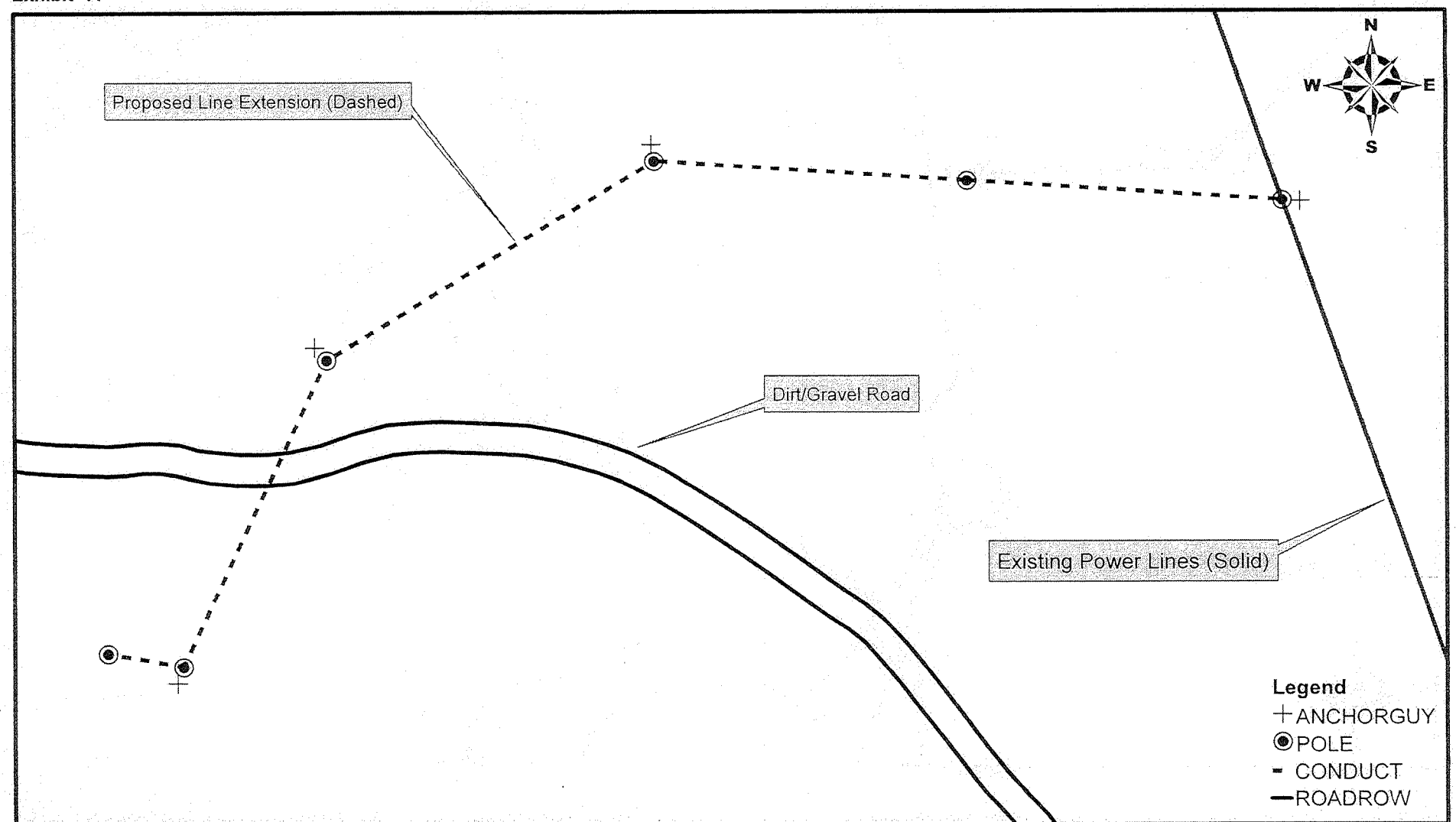
Pedernales Electric Cooperative, Inc.
Marble Falls District Office
Exhibit "A"



Reference Only - Not to Scale WORK ORDER # _____

Updated 11/5/2010, 1:20 p.m.

Pedernales Electric Cooperative, Inc.
Marble Falls District Office
Exhibit "A"



Reference Only - Not to Scale WORK ORDER # _____

Updated 11/5/2010, 1:20 p.m.

24

Travis County Commissioners Court Agenda Request

Voting Session **11/9/10** (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 plat for recording in Precinct Three: Revised Plat of Lots 107, 108, and 109, Block A, Belvedere Phase II - A Subdivision. (Revised Plat – 2 Lots – 3.949 acres – Flagler Drive – No fiscal required – Water service to be provided by the Lower Colorado River Authority and sewage service to be provided by on-site septic facilities – No Extra-territorial Jurisdiction).

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:

Michael Hettenhausen: 854-7563
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

RECEIVED COUNTY JUDGE'S OFFICE 10 OCT 22 AM 10:00

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

October 27, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Revised Plat of Lots 107, 108, and 109, Block A, Belvedere Phase II - A Subdivision, Precinct Three.

PROPOSED MOTION:

Consider and take appropriate action on a plat for recording in Precinct Three: Revised Plat of Lots 107, 108, and 109, Block A, Belvedere Phase II - A Subdivision. (Revised Plat – 2 Lots – 3.949 acres – Flagler Drive – No fiscal required – Water service to be provided by the Lower Colorado River Authority and sewage service to be provided by on-site septic facilities – No Extra-territorial Jurisdiction).

SUMMARY AND STAFF RECOMMENDATION:

The property owners of lots 107, 108, and 109 wish to revise the plat by eliminating Lot 108 of the existing plat and incorporating the acreage into lots 107A and 109A, which are platted from Flagler Drive. There are no new public or private streets proposed with this revised plat. Parkland dedication or fees in lieu of dedication are not required with this revised plat.

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

ISSUES AND OPPORTUNITIES:

Per Texas Local Government Code Section 232.011, this revised plat will not require notice to property owners within Belvedere Phase II-A or a public hearing.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:
None.

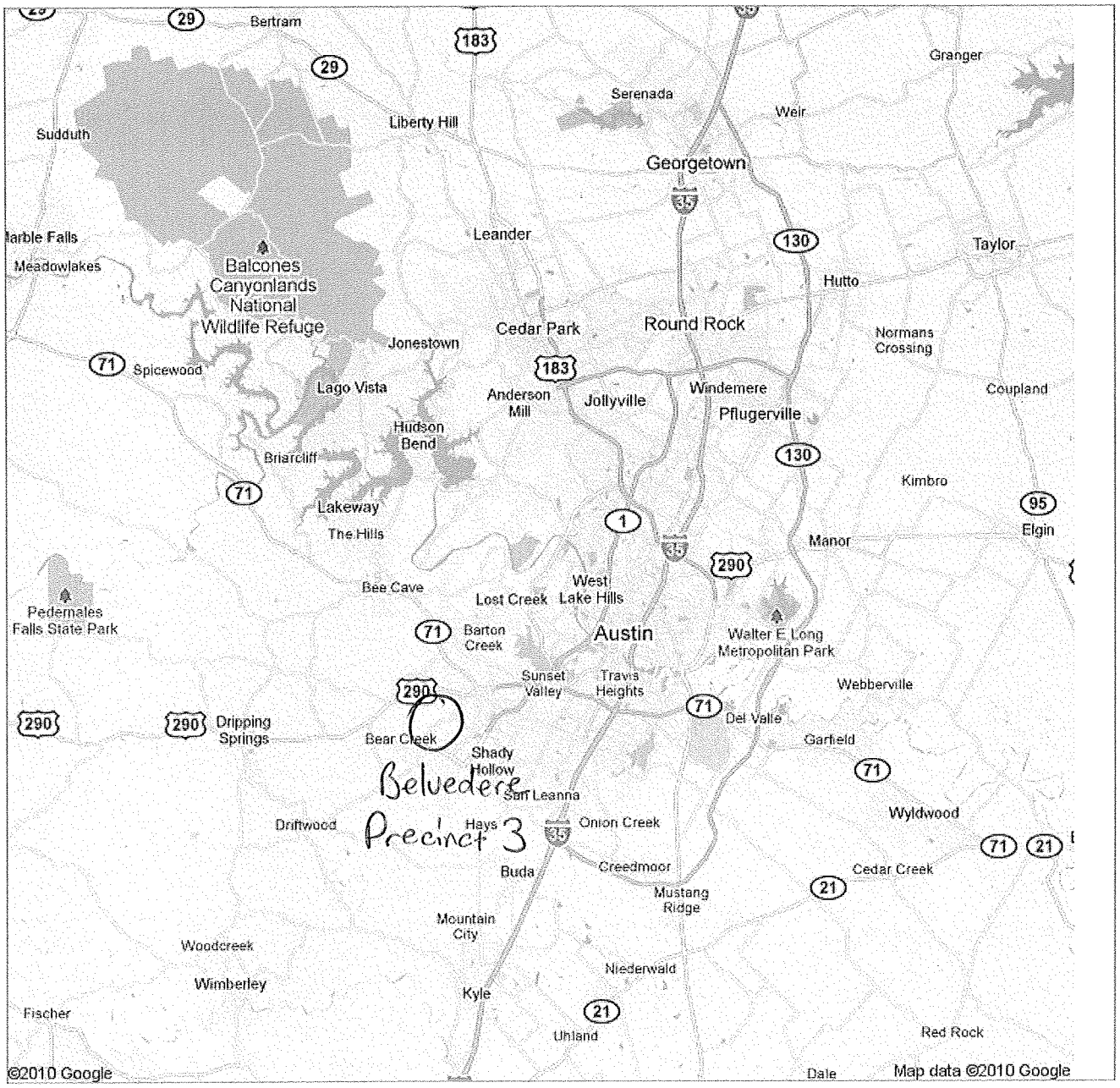
EXHIBITS:
Existing Plat
Proposed Plat
Precinct map
Location map

AMB: mph
1105

Pri

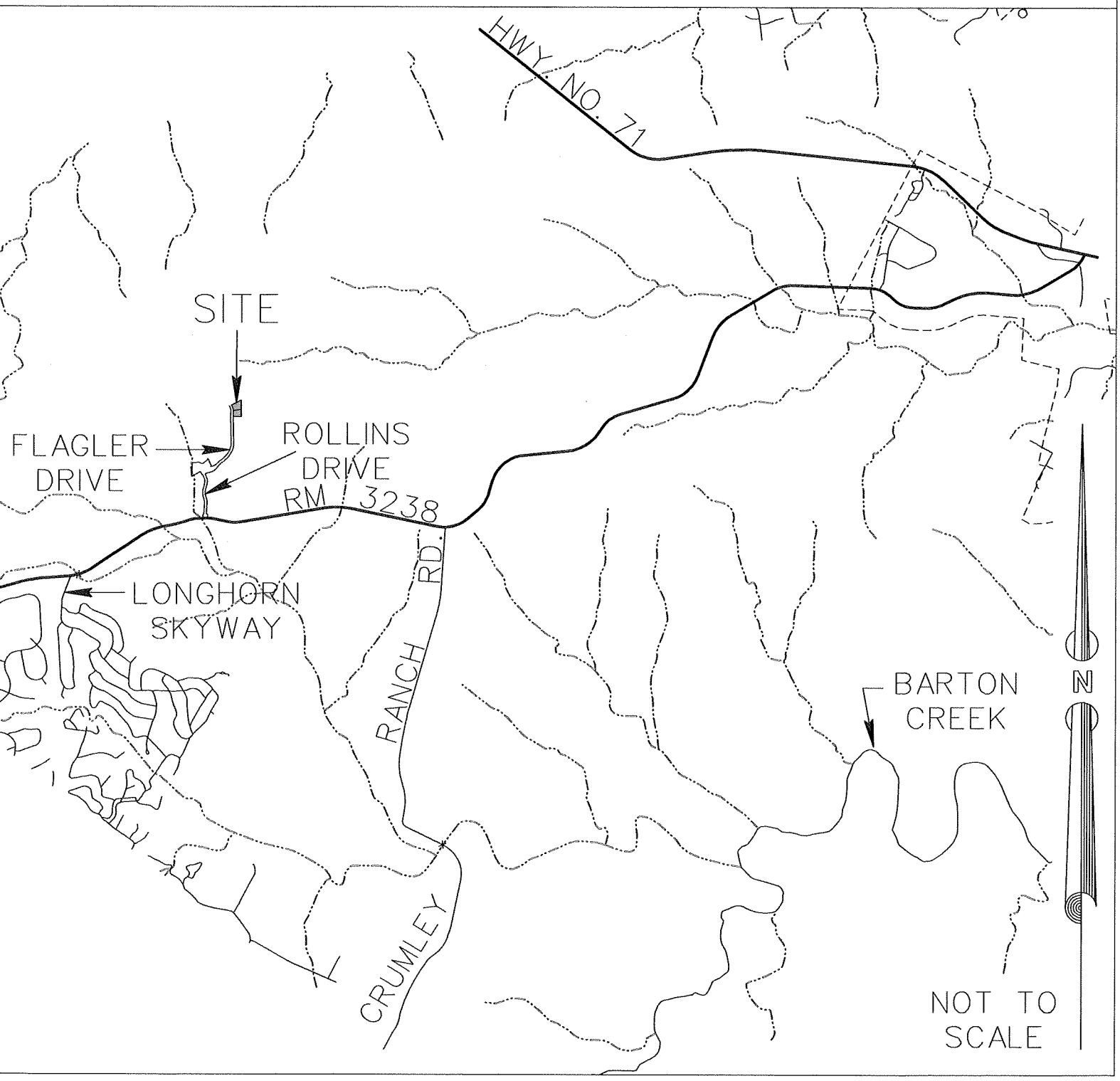
Google maps

Notes Belvedere Phase II-A in Precinct Three



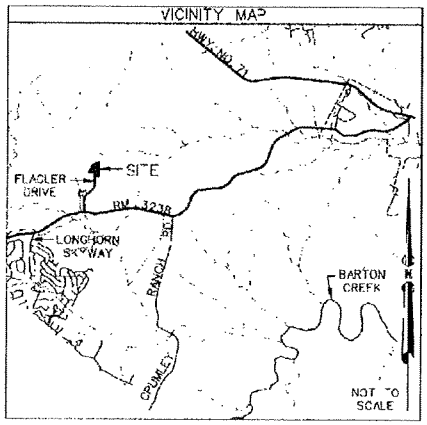
Updated 11/5/2010, 1:20 p.m.

VICINITY MAP

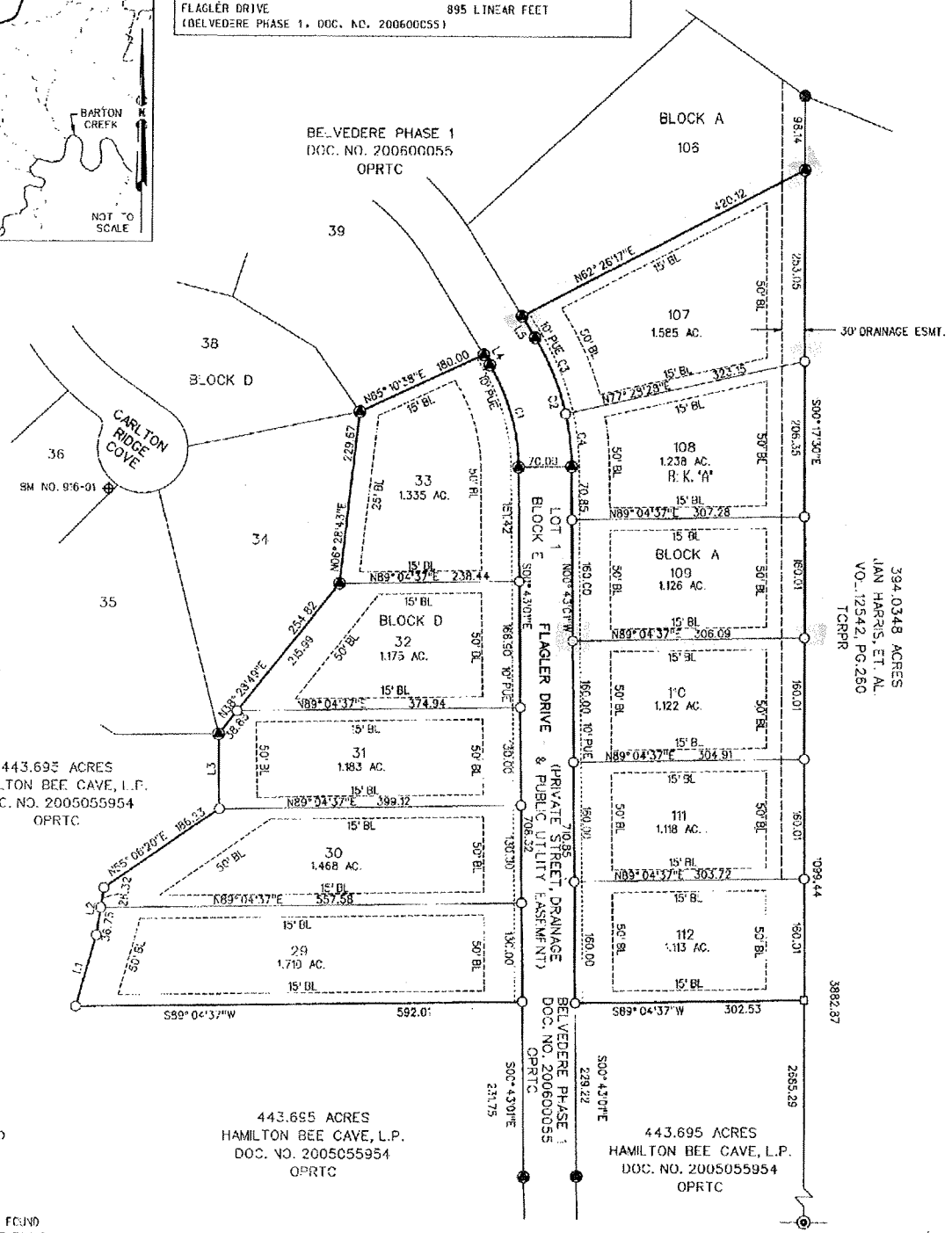


PHOTOGRAPHIC MYLAR Updated 11/5/2010, 1:20 p.m. 2/8/07 $165.00 200700035

EXISTING PLAT



LOT SUMMARY:	
SINGLE FAMILY LOTS	TOTAL ACREAGE
11	14.172 ACRES
TOTAL LINEAR FEET OF EXISTING	
FLAGLER DRIVE (BELVEDERE PHASE 1, DOC. NO. 200600055)	895 LINEAR FEET



LEGEND

- ● = 1/2" IRON ROD FOUND
- ◎ = 3/4" IRON PIPE FOUND
- ▲ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- ○ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- □ = CONCRETE MONUMENT SET
- OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- TCRPR = TRAVIS COUNTY REAL PROPERTY RECORDS

LINE	DIRECTION	DISTANCE
L1	N16°03'54"E	98.07
L2	N08°52'20"E	63.07
L3	N00°55'23"W	100.00
L4	S31°29'38"E	15.72
L5	N31°29'38"W	33.18

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	142.35	30°46'36"	265.00	S16°06'19"E	140.64
C2	179.95	30°46'36"	335.00	N16°06'19"W	177.79
C3	108.94	18°37'56"	335.00	S22°10'40"E	108.46
C4	71.01	12°08'40"	335.00	S06°47'21"E	70.87

BELVEDERE
PHASE II-A

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

DRAWN BY	MCO
CHECKED	CAR/BR
DATE	12-11-06
PROJECT NO	916-04
DRAWING NO	916-01
SHEET NO	1 OF 2
FILENAME	916\BEL2AFP.DGN

NO	REVISIONS	DRN	CHK	DATE

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT HAMILTON BEE CAVE, LP, BY AND THROUGH ITS GENERAL PARTNER, JOEL ROBUCK, OWNER OF 14.173 ACRES OF LAND SITUATED IN THE SAMUEL WILDY SURVEY NO 526, ABSTRACT 1, BEING A PORTION OF THAT CERTAIN 443.695 ACRES OF LAND CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 14.173 ACRES OF LAND OUT OF SAID 443.695 ACRES TRACT IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL DEVELOPMENT CODE AND THIS PLAT, TO BE KNOWN AS "BELVEDERE PHASE II-A" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS OF THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL PRIVATE STREET AND OTHER EASEMENTS SHOWN HERON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2006 022950, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURING TO THE SURFACE OF SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

IN WITNESS WHEREOF, HAMILTON BEE CAVE, LP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS 15 DAY OF JANUARY, A.D., 2007

HAMILTON BEE CAVE, LP
A DELAWARE LIMITED PARTNERSHIP

JOEL ROBUCK, GENERAL PARTNER
7015 SNIDER PLAZA, SUITE 205
DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE DAY 15 DAY OF JANUARY, 2007, A.D. BY JOEL ROBUCK, GENERAL PARTNER, HAMILTON BEE CAVE LP ON BEHALF OF SAID PARTNERSHIP.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

JEREMY B. REYES
Notary Public, State of Texas
My Commission Expires
July 29, 2008

SURVEYOR'S STATEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF CHAPTER 13 AUSTIN REQUIREMENTS, TRAVIS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER STATES THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

WILLIAM H. RAMSEY — DATE 1-8-07
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
RAMSEY LAND SURVEYING, L.L.C
P.O. BOX 92768
AUSTIN, TX 78709-2768

STATE OF TEXAS REGISTERED WILLIAM H. RAMSEY 4532 PROFESSIONAL LAND SURVEYOR

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0-370E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, COMMUNITY #481026.

JOHN A. CLARK, P.E. — DATE 1-8-07
REGISTERED PROFESSIONAL ENGINEER NO. 81398
LJA ENGINEERING & SURVEYING, INC.
5316 HWY. 290 WEST
SUITE 150
AUSTIN, TEXAS 78735
PHONE : (512) 439-4700, FAX : (512) 439-4716

STATE OF TEXAS JOHN A. CLARK 81398 REGISTERED PROFESSIONAL ENGINEER

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
3. NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY.
4. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
6. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
7. ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
8. WATER SERVICE TO BE PROVIDED BY LOWER COLORADO RIVER AUTHORITY OR STATE APPROVED WATER SYSTEM.
9. WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
10. ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
11. TELEPHONE SERVICE TO BE PROVIDED BY SBC.
12. PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
13. OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN (15%).
14. ALL PRIVATE STREETS SHOWN HEREON (FLAGLER DRIVE) AND STREETS WITHIN THE BELVEDERE SUBDIVISIONS AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION

EASEMENTS:

1. PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
2. THERE SHALL BE A 10 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS.

COMMISSIONERS COURT RESOLUTION:

IN APPROVING THIS PLAT, 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 BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER(S) 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 THE 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 THE IMPROVEMENTS. THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER(S) 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, YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S RESPONSIBILITY.

BENCHMARK:

NO 916-01, COTTON GIN SPINDLE IN 11" LIVE OAK +/- 13' SOUTHWEST OF FRONT LOT CORNER LOTS 35 & 36, BLOCK D, BELVEDERE PHASE I, IN LOT 35 AT CARLTON RIDGE COVE. ELEVATION - 1246.70

TRAVIS COUNTY ON SITE WASTEWATER PROGRAM PLAT NOTES SUBDIVISIONS UTILIZING ON-SITE WASTEWATER SYSTEMS

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON SITE SEWAGE DISPOSAL SYSTEM, WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48
6. LOTS IN THIS SUBDIVISION ARE LIMITED TO A SINGLE-FAMILY RESIDENCE.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS WITHIN THE SUBDIVISION.

ROBERT TURNER — DATE 2/08/07
DIVISION MANAGER
PLANNING AND ENGINEERING SERVICE
TRAVIS COUNTY-TNR

ETJ NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN

for VICTORIA LI, P.E., DIRECTOR — DATE 2/9/07
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 8th DAY OF February 2007, A.D. AT 2:38 O'CLOCK P.M. AND DULY RECORDED ON THE 8th DAY OF February 2007, A.D. AT 2:48 O'CLOCK P.M. IN DOCUMENT NUMBER 200700035, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 8th DAY OF February, 2007, A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

DEPUTY J. RAMEY

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF ____, 2007, A.D., THE COMMISSIONERS 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 February, 2007, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

DRAWN BY	CHECKED	DATE	PROJECT NO	DRAWING NO	SHEET NO.	FILENAME
MCD	CAR/BR	10-11-06	916-04	916-01	2 OF 2	916\BEL2AFP.DGN

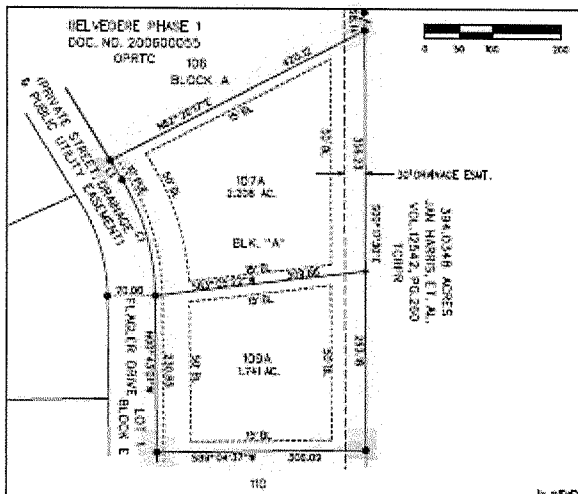
BELVEDERE
PHASE II-A

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 92766
AUSTIN, TEXAS 78709-2768
PHONE (512) 301 9398
FAX (512) 301-9395
r surveyeflash.net

NO	REVISIONS	DRN	CHK	DATE

Updated 11/5/2010, 1:20 p.m.

PROPOSED PLAT



LEGEND

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

LINE	DIRECTION	DISTANCE
L1	N31°29'33"W	133.16

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	1179.35	32°40'36"	1335.00	N16°06'13"W	1177.79

LOT TABLE

LOT NO.	ACREAGE
101 A	2.206 AC.
109 A	1.741 AC.
TOTAL LOTS: 2 TOTAL AREA	3.949 AC.

"NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0335H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008."

SURVEYOR'S STATEMENT:

I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

DATE

WILLIAM H. RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
8716 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9358 FAX (512) 301-4395

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

THAT HAMILTON BEE CAVE, LP, BY AND THROUGH ITS GENERAL PARTNER, JOEL ROSNICK, OWNER OF LOT 108, BLOCK A, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2005000004 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, JOINED HEREON BY RANDALL D. RUDY, OWNER OF LOT 107, BLOCK A, CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2007065178 OF SAID OFFICIAL PUBLIC RECORDS, JOINED HEREON BY HENKI CUSTOM HOMES, INC., OWNER OF LOT 109, BLOCK A, CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2007150188 OF SAID OFFICIAL PUBLIC RECORDS, ALL SAID LOTS OF BELVEDERE PHASE 1-A, A SUBDIVISION OF TRAVIS COUNTY, TEXAS WHOSE PLAT IS RECORDED IN DOCUMENT NO. 200700055 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, HEREBY AMEND SAID LOTS 107, 108 AND LOT 109, BLOCK A FOR THE SOLE PURPOSE OF REMOVING LOT 108 AND RELOCATING THE COMMON LOT LINE OF LOTS 107A AND 109A AS SHOWN HEREON PURSUANT TO CHAPTER 232.011 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "REVISED PLAT OF LOTS 107, 108 AND 109 BLOCK A, BELVEDERE PHASE II-A", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS AS SHOWN HEREON UNLESS OTHERWISE INDICATED AND DO HEREBY DEDICATE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION THE PRIVATE STREETS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS (FLAGLER DRIVE) ARE THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NO. 2005003260, OF THE SAID OFFICIAL PUBLIC RECORDS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

IN WITNESS WHEREOF, HAMILTON BEE CAVE, LP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS _____ DAY OF _____, A.D., 2010.

HAMILTON BEE CAVE, LP
A DELAWARE LIMITED PARTNERSHIP

JOEL ROSNICK, GENERAL PARTNER
3535 SNIDER PLAZA, SUITE 300
DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____, 2010, A.D. BY JOEL ROSNICK, GENERAL PARTNER, HAMILTON BEE CAVE LP ON BEHALF OF SAID PARTNERSHIP.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

(PRINT OR TYPE NOTARY'S NAME)

IN WITNESS WHEREOF, RANDALL D. RUDY HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS THE _____ DAY OF _____, 2010, A.D.

RANDALL D. RUDY
17509 FLAGLER DRIVE
AUSTIN, TX. 78620

STATE OF TEXAS :
:
COUNTY OF TRAVIS :

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RANDALL D. RUDY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2010.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS

(PRINT OR TYPE NOTARY'S NAME)

IN WITNESS WHEREOF, HENKI CUSTOM HOMES, INC. HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR PRESIDENT, THIS _____ DAY OF _____, A.D., 2010.

HENKI CUSTOM HOMES, INC.

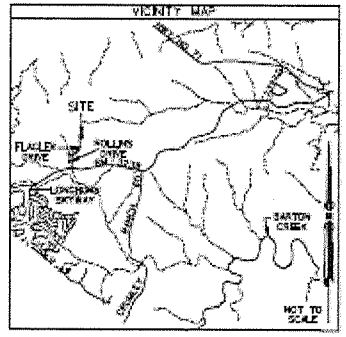
CLARENCE C. JOHNSON, III, PRESIDENT
1054 WINDMILL DRIVE
DRIPPING SPRINGS, TEXAS 78620

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____, 2010, A.D. BY CLARENCE C. JOHNSON, III, PRESIDENT, HENKI CUSTOM HOMES, INC.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

(PRINT OR TYPE NOTARY'S NAME)

VICINITY MAP



NO.	REVISIONS	DRN	CHK	DATE

RAMSEY LAND SURVEYING, L.L.C.
8716 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE (512) 301-9358
FAX (512) 301-4395
bramsey@landsurveying.com

REVISED PLAT OF
LOTS 107, 108 AND 109 BLOCK A
BELVEDERE, PHASE II-A

DRAWN BY	MCD
CHECKED	RM
DATE	10-07-10
PROJECT NO.	1239-01
DRAWING NO.	1239.01
SHEET NO.	1 OF 2
FILENAME	1239\1239.01\REV.DGN

Updated 11/5/2010, 1:20 p.m.

COMMISSIONERS' COURT RESOLUTION:

IN APPROVING THIS PLAT, 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 BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER(S) AND/OR DEVELOPER OF THE TRACT OF LAND DIVIDED 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 THE 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 THE IMPROVEMENTS. THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION RUNNING ON THE OWNER(S) 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 DELEGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR EFFECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S RESPONSIBILITY.

BENCHMARK:

NO. 555-01 COTTON GIN SPINDLE IN 10" LIVE OAK 41+/- SOUTHWEST OF FRONT LOT CORNER LOTS 35 & 36, BLOCK D, BELVEDERE PHASE 1, IN LOT 36 AT CARLTON RIDGE DRIVE. ELEVATION = 1248.70

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES FOR SUBDIVISIONS UTILIZING ON-SITE WASTEWATER SYSTEMS

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM WHICH HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SYSTEM.
3. NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 100 FEET OF A PUBLIC WATER WELL.
4. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
5. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
6. LOTS IN THIS SUBDIVISION ARE LIMITED TO ONE SINGLE-FAMILY RESIDENCE AND APPURTENANT STRUCTURES.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS WITHIN THE SUBDIVISION.

STACEY SCHEFFEL, D.R. — DATE
PROGRAM MANAGER
ON SITE WASTE WATER PROGRAM
TRAVIS COUNTY-TNR

ETJ NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN.

GREGORY GUERNSEY, A.I.C.P., DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ONSITE WATER WELL.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY.
4. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
6. LOT 88, BLOCK A, IS DESIGNATED "COMMON AREA" AND IS OWNED AND MAINTAINED AS COMMON AREA BY THE HOMEOWNER'S ASSOCIATION. SEE DOCUMENT NUMBER 2006022962 TRAVIS COUNTY PROPERTY RECORDS.
7. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
8. ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
9. WATER SERVICE TO BE PROVIDED BY LOWER COLORADO RIVER AUTHORITY OR STATE APPROVED WATER SYSTEM.
10. WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
11. ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
12. TELEPHONE SERVICE TO BE PROVIDED BY SBC.
13. PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
14. OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%) INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN (15%).
15. ALL ROADWAYS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
16. THE 0.25 ACRE PARKLAND REQUIREMENT WILL BE MET WITH A COMBINATION OF PARKLAND FEES AND 50 PERCENT CREDIT FOR THE PRIVATE GREENBELT AND AMENITY LOTS.
17. LOT 1, BLOCK "D" TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

EASEMENTS:

1. PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN PER DOC. NO. 2006006055
2. THERE SHALL BE A 10 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS PER DOC. NO. 2006006055

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, 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 _____, 20__, A.D., AT _____ O'CLOCK ___.M., DULY RECORDED ON THE _____ DAY OF _____, 20__, A.D., AT _____ O'CLOCK ___.M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20__, A.D., THE COMMISSIONERS' 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 DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

NO.	REVISIONS	DWN	CHK	DATE

RAMSEY LAND SURVEYING, L.L.C.
8718 SOUTHWEST PARKWAY
P.O. BOX 2368
AUSTIN, TEXAS 78768-2768
PHONE (512) 301-2358
FAX (512) 301-9355
dramsey@landsurveying.com

REVISED PLAT OF LOTS 107, 108 AND 109 BLOCK A BELVEDERE, PHASE II-A

DRAWN BY	WCD
CHECKED	BRF
DATE	10-07-10
PROJECT NO	1229-04
DRAWING NO	1229.01
SHEET NO.	2 OF 2
FILENAME	1229\1229.01\PLAT 2.DGN

Updated 11/5/2010, 1:20 p.m.

25

Travis County Commissioners Court Agenda Request

Voting Session: November 9, 2010 (Date) Work Session _____ (Date)

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

B. Requested Text: Consider and take appropriate action on contract with Forestar (USA) Real Estate Group, Inc. for the acquisition of approximately 232 acres of land in northwest Travis County in Precinct Three in connection with the Balcones Canyonlands Conservation Plan.

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

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

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

David Hartman	dhartman@smith-robertson.com		
Barry Allison	icepick@austin.rr.com		
John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Linda Laack	219-6190
Rose Farmer	854-9383	Greg Chico	854-4659
Kevin Connally, USFWS 490-0057		Mike Martino	854-7646

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

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

_____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED COUNTY JUDGE'S OFFICE 10 OCT 29 AM 10:03

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

November 9, 2010

MEMORANDUM

TO: Members of the Commissioners Court

FROM: For Joseph P. Gieselman, Executive Manager

SUBJECT: Consider and take appropriate action on contract with Forestar (USA) Real Estate Group, Inc. for acquisition of approximately 232 acres of land in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan.

Summary and Staff Recommendation:
Fee Simple Acquisition
Forestar (USA) Real estate Group, Inc. desires to transfer fee simple ownership of 2 tracts of land to Travis County with tract one described as a 227 acre tract Lot 10, Block "B" Ribelin Ranch Subdivision, Travis Central Appraisal District Parcel Number 200700206, and tract two described as a 6.077 acre tract out of the S.P.R.R. Co. Survey No. 1, Abstract No. 750 in northwestern Travis County, Texas, for a total consisting of approximately 232 acres to be included in the Balcones Canyonlands Preserve (BCP).

These preserve tracts were set aside as mitigation for development under an individual 10(a)1(b) permit (# TE 040090-1) issued by the U.S. Fish and Wildlife Service (USFWS) to Lumberman's Investment Corporation in 2006. As this is mitigation land, Travis County will not have to pay for the purchase with cash. This preserve acreage is already included in the current quantification of the BCP acreage totals and therefore acceptance by Travis County will not achieve a net decrease in the remaining acquisition acreage obligation. However, accepting ownership of this land offers Travis County the opportunity to manage it in a manner that ensures the success of the BCCP permit. This management obligation is justified by the need for uniform, high quality land management on this Tract. The USFWS has given notice of their approval and support of this transfer.

Staff recommends this acquisition as a part of the BCP as it will help achieve the goals of the County's federal permit.

Background:
The BCCP is a regional habitat conservation plan created to protect eight endangered species and numerous other species of concern that exist in western Travis County. The BCCP permit requires that a minimum of 30,428 acres within designated preserve acquisition areas be set aside and managed as mitigation for loss of protected species and their habitat elsewhere in the County. Additionally, 62 significant karst features and populations of rare or unique plant species found within the preserve are also targeted for protection. As co-permit holders, the City of Austin and Travis County are jointly responsible for ensuring compliance with the Permit terms and conditions.

The regional permit allows for the incidental take of two endangered migratory songbirds (golden-cheeked warbler and the black-capped vireo) and six karst invertebrates. Landowners wishing to develop or undertake otherwise legal activities on their land that may result in "take" of protected plants or animals may purchase Participation Certificates through the BCCP.

With this Ribelin Mitigation Tract acquisition, the County will own or manage a total of 5,859 acres within the current 29,126 acre Balcones Canyonlands Preserve. This leaves a minimum of about 1,300 acres of endangered bird habitat and 17 caves yet to be protected. The Ribelin Mitigation Tract provides habitat for species protected in the BCCP and inclusion of this tract into the preserve would serve to further the County's goal of protecting a minimum of 30,428 acres of preserve land as habitat for the golden-cheeked warbler and black-capped vireo.

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

The short term O&M funding to be paid at closing will include $14,612 in "Annual Costs" to pay for ongoing staffing and equipment. Also $14,153 in "One time Costs" will be paid at the start for biological and patrol vehicles/equipment, for development of the required tract Land Management Plan, and to pay for preserve boundary fences. These Land Management costs are needed in order to manage this tract to meet the terms and conditions of the BCCP permit and Land Management Plan.

In order to manage to these standards, management activities by staff will include creation of a Land Management Plan; management of ; new boundary fence installation; baseline biological survey of all significant biological features (endangered species habitat, sensitive areas, creeks, springs, caves, rare plants, etc) and ongoing monitoring of these features for biological health; GIS mapping of all roads, trails and environmental features; developing and conducting golden-cheeked warbler presence/absence surveys; maintaining roads and trails for staff use; management of populations of deer, feral hogs, brown-headed cowbirds, and red imported fire ants; management and oversight of adjacent developer activities on all preserve boundaries easements to prevent damage from erosion and sedimentation.

Long term funding will be paid using the BCCP's Tax Benefit Financing mechanism which is a funding source for Travis County that provides funding for Preserve land acquisition and long term land management as established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. This long term management provides the consideration for the contract. Travis County will coordinate with USFWS for Forestar to be released from its obligations to prepare annual reports for the tracts. Once the "Total Improvement Value" on the Forestar development property reaches $6 million, this will generate TBF funds to Travis County sufficient to cover the Land Management Costs for the Ribelin Mitigation Tract. Once this value has been reached, the developer annual payments for land management will cease.

Attachment:
Ribelin Mitigation Tract Purchase Contract and Warranty Deed

905 BCCP Administration

cc: Barry Allison, Forestar
David Hartman, Attorney
Kevin Connally, USFWS
John Hille, Assistant County Attorney
Jon White, TNR NREQ Division Director
Greg Chico, TNR
Mike Martino, TNR
Rose Farmer, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR

TRAVIS COUNTY
PURCHASE CONTRACT
(Ribelin Ranch Conservation Tract)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS CONTRACT OF SALE ("Contract") is made by and between FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Seller"), and TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas, ("Buyer"), hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party," for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

SECTION 1. PURCHASE AND SALE

The Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase that certain real property situated in Travis County, Texas, together with all improvements and fixtures, rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads, hereinafter collectively called the "Property," containing approximately 232 acres of land, as more particularly described on Exhibit "A" attached hereto and made a part hereof. Notwithstanding the foregoing, the Parties acknowledge and agree that certain development rights, including without limitation rights or authorizations to construct and install impervious cover, have been transferred from the Property to benefit and be attributable to the development area as that area is more particularly described on Exhibit "B" attached hereto and made a part hereof ("Development Area"), and Seller reserves and retains all of Seller's right, title and interest in and to the foregoing development rights to the extent same are attributable to, appurtenant to, or benefit the Development Area. The "development rights" so reserved to Seller arise from PUD Ordinance No. 040617-38 of the City of Austin, as well as agreements of record between Seller and the City of Austin concerning capacity reserved in off-site utility lines constructed by Seller, as well as other City of Austin Land Development Code provisions. The PUD ordinance specifically allows and limits development with respect to the number of square feet of impervious cover allowed within the Development Area, the number of "trips" of anticipated automobile traffic allowed by development of the Development Area, and the number of LUE's of utility capacity which are available in the Development Area. The development rights reserved include the right to all of the impervious cover, trips, and LUE's allocated to any area within the Development Area of the PUD, and the Property shall not be entitled to use of any of such impervious cover, trips, or LUE's.

SECTION 2. CONSIDERATION

The consideration for Seller's conveyance to Buyer of the Property includes the following:

A. Buyer's agreement to (after the completion of all payments of funds by Seller to Buyer as provided for under Section 5(A) of this Contract) operate and manage the Property in accord with Endangered Species Act ("ESA") 10 (a) permit # PRT-788841.

B. Other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged.

SECTION 3. COMMITMENT FOR TITLE INSURANCE & SURVEY

A. Seller shall obtain and deliver to Buyer a Commitment for Title Insurance (the "Commitment") issued by Prominent Title, LLC Attention: Corby Jastrow (the "Title Company") and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. Seller and Buyer acknowledge that **[prior to the Effective Date, Seller delivered to Buyer a copy of Seller's existing survey of the Property dated _____, prepared by _____]** and the Ribelin Ranch Subdivision plat recorded as Doc. No. 200700206, Official Public Records, Travis County, Texas. Buyer, at Buyer's sole cost and expense may obtain an update of such survey by a Texas registered professional land surveyor within thirty (30) days after the Effective Date (such existing survey, as updated (if applicable), being herein called the "Survey"). Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller agrees to use good faith efforts to have all items on Schedule C of the Commitment deleted from the Commitment prior to or at closing ("Closing"); provided, however, that in no event will Seller be obligated to file litigation or expend more than $5,000.00 in the aggregate in utilizing such good faith efforts to remove any such Schedule C exceptions, other than voluntary liens created by, through or under Seller, for which Seller shall be obligated to remove at prior to or at Closing. Any other objections of Buyer to the Commitment or the Survey shall be provided to Seller in writing within fourteen (14) days after delivery to Buyer of the last of the Commitment and Survey. If not timely made by Buyer, then such objections shall be deemed waived and Buyer shall proceed to Closing. If timely made, and Seller in its sole discretion determines that it is unwilling or unable to cure such objections, Seller may provide notice of termination to Buyer within fourteen (14) days of receipt of Buyer's objections to title, unless Buyer waives said objections. In the event of such termination, neither Party shall owe any obligations to the other Party except for those obligations described herein which survive the termination of this Contract. The Parties agree and acknowledge that the title matters set forth in Schedule B to the Commitment to which Buyer fails to object or to which Buyer subsequently waives any objection shall be "Permitted Exceptions" to the conveyance described above to the extent the same are currently in force and effect and applicable to the Property. The Parties agree and acknowledge that the matters set forth on the Survey to which Buyer fails to object or to which Buyer subsequently waives any objection shall be "Permitted Exceptions" to the conveyances described above to the extent the same are currently in force and effect and applicable to the Property. In accordance with established Buyer policy, the Executive Manager of the Travis County Transportation and Natural Resources Department (the "Executive Manager") may waive any title matters shown on Schedule B of the Commitment or Survey.

B. The Seller shall perform, observe, and comply with all of the covenants, agreements, and conditions required to be performed by Seller prior to Closing under the terms of this Contract prior to or as of the Closing.

SECTION 4. FEASIBILITY AND RIGHT TO TERMINATE

A. Beginning on the Effective Date and ending forty five (45) days following the Effective Date (hereinafter referred to as the "Inspection Period"), Buyer shall have the right to enter on and inspect and investigate the Property, and make such tests and take such soil and

other samples as Buyer deems reasonably necessary or appropriate to establish the baseline environmental and geophysical condition of the Property. Seller shall provide Buyer a copy of any environmental or geophysical condition reports relating to the Property in Seller's possession. In addition, Seller shall make the following documents (if any) available to Buyer for inspection within ten (10) days from the Effective Date: (i) any leases; and (ii) any service, maintenance or management agreements relating to the ownership and operation of the Property. Buyer, to the extent allowed by Texas law, shall be responsible for, shall repair and shall hold Seller harmless from, any damages or injuries arising from Buyer's inspection of the Property. All inspections shall be conducted during the normal business hours, or during such other times agreed upon by Seller and Buyer, and shall be conducted so as not to unreasonably interfere with use of the Property by Seller.

B. Seller agrees that, in the event Buyer determines that the Property is not suitable for its purposes for any reason whatsoever, Buyer shall have the right to terminate this Contract by sending written notice thereof (hereinafter referred to as the "Notice of Termination") to Seller prior to the expiration of the Inspection Period. Upon delivery by Buyer of such Notice of Termination within the Inspection Period, this Contract shall terminate. If Buyer fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Buyer shall no longer have any right to terminate this Contract pursuant hereto.

SECTION 5. FUNDING OF MANAGEMENT OBLIGATIONS; FENCING AND TRASH REMOVAL OBLIGATIONS

A. Buyer estimates that the projected cost to Buyer to perform the management obligations described in Section 2 above on the Property and on the "Adjacent LISD Preserve Tracts" (hereinafter defined) beginning on the Closing Date will be $6,017.00 for the total one time operation and management costs (the "One Time O&M Costs") and $14,612.00 for the total annual operation and management costs for the first year of Buyer's possession of the Property (the "Annual O&M Costs"), as set forth on Exhibit "C" attached hereto (the One Time O&M Costs and the Annual O&M Costs collectively, the "Projected Operation and Maintenance Cost"). Seller has agreed to pay Buyer the Projected Operation and Maintenance Cost as follows: (i) at Closing, Seller shall pay to Buyer the sum of $28,765.00 (the "Combined O&M Total for Year One"), the Combined O&M Total being comprised of the One Time O&M Cost, plus the Annual O&M Costs for the first year of Buyer's possession of the Property; and (ii) following Closing, Seller shall make annual payments to Buyer beginning on the first anniversary of the Closing Date comprised of the Annual O&M Payment multiplied by the rate of the then-existing "Consumer Price Index." Seller shall pay the Annual O&M Payment, multiplied by the rate of the then-existing "Consumer Price Index," annually to Buyer on the anniversary of the Closing Date until such time as the "Total Improvement Value" of the development on the Development Area has reached $6,000,000.00, at which time Seller's obligation to pay Buyer the Annual O&M Payments shall cease. Without limiting the generality of the foregoing, Seller shall have the unequivocal right, at Seller's sole and absolute discretion, to transfer the obligation of such Annual O&M Payment and/or the One Time O&M Costs to Seller's successor or assigns, or any property owner's association established in connection with the Development Area and/or the Property. Seller may pay more to Buyer for any year than the amounts set forth above, in which event the excess shall be credited against the next accruing payment(s) due under this Section 5(A). The "Total Improvement Value" is designated annually by Travis Central Appraisal District for the improvements constructed on the Development Area.

B. Seller shall pay, at Closing, Buyer to construct approximately 1,553 linear feet of perimeter fencing, at the cost per linear foot of $4.75 per foot (the "Fencing Agreement"), and two (2) gates at a total cost of $760.00.

C. Seller and Buyer will coordinate to identify certain trash and dumped materials located upon the Property as of the Effective Date that Buyer desires removed from the Property prior to Closing as described in more detail in the County's Environmental Site Assessment dated _____ 2010. Seller shall keep, and will contract with future purchasers of the Development Area or otherwise cause such future purchasers of the Development Area to keep construction trash out of the Property during utility and construction on the Development Area.

D. Seller's obligations under this Section 5 shall survive Closing.

SECTION 6. LIMITED REPRESENTATIONS AND WARRANTIES OF SELLER

OTHER THAN THE SPECIAL WARRANTY TO BE MADE IN THE DEED TO BE DELIVERED AT CLOSING AND AS EXPRESSLY SET FORTH IN THIS SECTION 6 (THE "EXPRESS WARRANTIES"), BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (iv) THE COMPLIANCE OF SELLER WITH REGARD TO THE PROPERTY OR THE PROPERTY ITSELF WITH ANY LAWS, RULES, ORDINANCES, ZONING REQUIREMENTS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR WITH ANY APPLICABLE DEED RESTRICTIONS, (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (vi) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (vii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS CONTRACT, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, AND AT CLOSING AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND MAKES NO

REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCORDINGLY, EXCEPT FOR THE EXPRESS WARRANTIES, SELLER WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE CONVEYANCE OF THE PROPERTY HAS NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

Notwithstanding the foregoing, the Seller hereby represents and warrants to Buyer as follows:

A. Except as provided for in the Permitted Exceptions or as may be revealed by a survey or an on the ground inspection of the Property, to Seller's knowledge, no person resides on or uses any portion of the Property as lessee, tenant at sufferance, or trespasser;

B. As of the Effective Date, Seller is the fee simple owner of the title to the Property, subject to matters to be shown on the Title Commitment, and is duly authorized and empowered to convey the Property to Buyer;

C. To Seller's knowledge, Seller has paid, or shall cause to be paid by Closing, all taxes, charges, debts, and other assessments due by the Seller with respect to the Property (other than any "roll back" or other similar taxes attributable to periods prior to Closing, but not yet assessed by the applicable taxing authorities as of Closing, for which Seller shall not have any obligation to pay, whether at or after Closing, since the Property will be removed from the tax rolls after Closing);

D. To Seller's knowledge, there will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the Property, other than the Permitted Exceptions;

E. Between the Effective Date and Closing, Seller shall not further encumber, or allow the encumbrance of, the title to the Property or modify the terms or conditions of any existing encumbrances, if any, without written consent of Buyer.

F. Seller has no knowledge of any pending or threatened litigation arising out of or connected to the Property, including but not limited to any condemnation proceedings; and

For purposes of this Section 6, any reference to Seller's knowledge shall mean the actual current knowledge, without duty of any investigation, of Darlene Louk, Vice President of Seller. It is agreed that the acceptable baseline condition of the Property will be as set forth in Exhibit "E" to the "Special Warranty Deed" (as that term is defined below).

SECTION 7. CLOSING

A. The Parties will finalize the transaction by Closing forty-five (45) days after Effective Date, which date is hereinafter referred to as the "Closing Date." The Closing Date may be extended:

1. by mutual agreement in writing between Seller and Buyer, acting by and through Joe Gieselman, Executive Manager, Travis County, Texas, or his successors ("Buyer's Executive Manager"); or

2. unilaterally by the Buyer for a period of up to thirty (30) days to allow sufficient time for the title and survey objection and approval process, or to allow for the preparation of Closing documents by delivery of a notice to Seller from the Buyer's Executive Manager on or before the Closing Date.

If Buyer wishes to extend the Closing unilaterally in accordance with the foregoing provisions, Buyer shall mail and fax or email written notice of such extension to Seller prior to the originally scheduled Closing Date set out above.

B. At the Closing, Seller shall deliver to Buyer the following:

1. A duly executed and acknowledged special warranty deed in the form and substance as the form of special warranty deed attached hereto as Exhibit "D" and incorporated herein as if set out at length (the "Special Warranty Deed"), conveying good and indefeasible title in fee simple to all of the Property, including good and indefeasible easement rights, as set forth in said Special Warranty Deed, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or waived by Buyer in writing prior to Closing.

2. An Owner's Policy of Title Insurance (the "Title Policy"), with no premium cost thereof to be paid by Buyer and all the premium cost thereof to be paid by Seller, to be issued by the Title Company in the full amount of the appraised value of the Property (said valuation of the Property not to exceed FIVE MILLION and NO/100 DOLLARS ($5,000,000.00), as shown in an appraisal of the Property conducted by Seller or Seller's representatives, dated as of the Closing, insuring Buyer's title to the Property to be good and indefeasible, subject only to the Permitted Exceptions and those title exceptions contained in the standard, printed form allowed by the State Department of Insurance.

3. Evidence of its capacity and authority for the Closing of this transaction.

4. All signed, reasonably necessary releases, affidavits, and other reasonably necessary documents to close this transaction, including without limitation a "FIRPTA Affidavit", stating Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act.

5. Possession of the Property, subject to the Permitted Exceptions.

6. Evidence that all general real estate taxes for the then current year relating to that portion of the Property, which is conveyed in fee, and interest on any existing indebtedness prorated to the day of Closing have been paid. (NOTE: PRORATIONS WILL BE BASED UPON THE MOST CURRENTLY AVAILABLE TAX INFORMATION. TAXES WILL BE PAID AT CLOSING, AND, THEREAFTER, THAT PORTION OF THE PROPERTY, WHICH IS CONVEYED IN FEE, WILL BE REMOVED FROM THE TAX ROLLS).

7. Evidence that all special taxes or assessments then due and payable, relating to the portion of the Property, which is conveyed in fee, prorated to the Closing Date shall be paid by Seller, it being agreed that Seller shall have no liability or payment obligation, whether at or after Closing, for any "roll back" or other similar taxes attributable to periods prior to Closing since the Property will be removed from the tax rolls after Closing.

8. The Combined O&M Total for Year One ($28,765.00) as provided in Section 5(A) of this Contract.

C. The Seller shall pay all cost of releasing existing loans and liens or other encumbrances (other than Permitted Exceptions), its attorney's fees, all costs of the owner's title policy premium for the Title Policy, and all other expenses stipulated to be paid by the Seller under other provisions of this Contract, including without limitation $8,136.00 pursuant to the Fencing Agreement.

D. At the Closing, Buyer shall perform the following:

1. Sign any documents a buyer would normally sign to close a similar transaction.

2. Deliver to Seller a certified copy of the minutes of the Commissioners Court (or other reasonably satisfactory evidence), reflecting the approval of this Contract by the Commissioners Court.

SECTION 8. <u>POST CLOSING LETTER TO SERVICE</u>

Seller and Buyer agree to coordinate in executing a letter to the U.S. Fish and Wildlife Service ("Service") prepared by Buyer stating that the Property has been conveyed to Buyer, and confirming with the Service that no further annual reports pursuant to Condition R of Seller's Permit ESA 10 (a) permit #TE-040090-1 pertaining to the Property should be necessary. The letter provided for pursuant to this Section 8 shall be delivered to the Service within thirty (30) days following the Closing, unless agreed to otherwise in writing by Seller and Buyer. The provisions of this Section 8 shall survive the Closing.

SECTION 9. <u>BREACH BY SELLER</u>

In the event that the Seller shall fail to fully and timely perform any of its obligations to be performed prior to or at Closing, including without limitation, the failure to consummate the sale and conveyance of the Property in accordance with the terms of this Contract for any reason, except the Buyer's default, the Buyer, as its sole and exclusive remedy for Seller's default, shall have the

right, at its option, to terminate this Contract by providing written notice of such termination to Seller, whereupon the Parties shall have no further rights or obligations hereunder, except for the obligations of the applicable Parties that expressly survive the termination of this Contract in accordance with the terms hereof.

SECTION 10. BREACH BY BUYER

In the event that the Buyer should fail to timely consummate the purchase of the Property, leaving the Buyer in default hereunder and the Seller not being in default hereunder, the Seller, as its sole and exclusive remedy for Buyer's default, shall have the right, at its option, to terminate this Contract by providing written notice of such termination to Buyer, whereupon the Parties shall have no further rights or obligations hereunder, except for the obligations of the applicable Parties that expressly survive the termination of this Contract in accordance with the terms hereof.

SECTION 11. MEDIATION

When mediation is acceptable to both Parties in resolving a dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

SECTION 12. CONDEMNATION

If, prior to the Closing, any material portion of the Property shall be condemned or threatened to be condemned, either Seller or Buyer may terminate this Contract by written notice thereof to the other party, whereupon neither Party shall owe any obligations to the other Party except for those obligations described herein which survive the termination of this Contract. If neither Seller nor Buyer elects to terminate this Contract, then the Closing shall take place and there shall be assigned to Buyer at Closing all of Seller's interest in and to any condemnation award relative to the Property.

SECTION 13. CONCURRENT CONTRACT

Seller agrees that it will cause to be conveyed to Buyer simultaneously with the conveyance of the Property the conservation rights under conservation easements covering the following two (2) tracts or parcels situated adjacent and contiguous to the Property, said two (2) tracts or parcels together containing a total of approximately 14.122 acres of land (5.279 acres, and 8.843 acres, respectively), as more particularly described in the Conservation Easement recorded at Document No. 2006189640, Official Records of Travis County (which two tracts or parcels are called the "Adjacent LISD Preserve Tracts"), reference to which is hereby made for all relevant purposes. Seller and Buyer recognize and acknowledge that, were it not for the concurrent assignment of the Conservation Easements, the Parties hereto would not be entering into this Contract. Thus, regardless of any other provision contained in this Contract which might provide or be construed otherwise, it is the intention of the Parties that the consummation of the assignment of the conservation easement on the Adjacent LISD Preserve Tracts is and

shall be a condition to the performance by Buyer of its obligations hereunder at Closing, and if it should be that the conservation easement on the Adjacent LISD Preserve Tracts is not conveyed to Buyer with the Property, due to any reason other than due to Buyer's default hereunder, then Buyer shall have the option to terminate this Contract, whereupon the parties shall have no further obligations one to the other hereunder. Notwithstanding the foregoing provisions of this Section 13, it is understood and agreed that Buyer does not have the right to acquire the Property under this Contract without also concurrently consummating the transaction involving its acceptance of conveyance of the conservation easements on the Adjacent LISD Preserve Tracts; thus, if Buyer fails to perform its obligations to accept conveyance of the conservation easement as to the Adjacent LISD Preserve Tracts at the closing hereof as to the Property, in either such case for reasons other than due to Seller's default thereunder, then Seller shall have the option to terminate this Contract, whereupon the parties shall have no further obligations one to the other hereunder.

SECTION 14. MISCELLANEOUS

A. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the Parties pertaining to a period of time following the Closing of the transactions contemplated hereby shall survive the Closing and shall not be merged therein, unless specifically provided to the contrary.

B. Notice. Any notice to be given hereunder by either Party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

SELLER: FORESTAR (USA) REAL ESTATE GROUP INC.
6300 Bee Cave Road
Building Two, Suite 500
Austin, Texas 78746
Attn: Darlene Louk, Vice President

with copy to: Brian Rider, Esq.
6300 Bee Cave Rd.
Building 2, Suite 500
Austin, Texas 78746

and with copy to: David Hartman, Esq.
Smith|Robertson, LLP
221 West 6th Street, Suite 1100
Austin, Texas 78701

and

BUYER: Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767

with copy to: Honorable David A. Escamilla (or successor)

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.2461

C. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.

D. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.

E. Legal Construction. If any of the provisions contained in this Contract shall for any reason be found to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

F. Entire Agreement.

1. This Contract, including any and all exhibits hereto, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the Parties with respect to said matter.

2. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF TRAVIS COUNTY, TEXAS, HAS ANY AUTHORITY TO MODIFY THIS CONTRACT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR PURSUANT TO EXPRESS AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

G. Time of Essence. Time is of the essence of this Contract.

H. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.

I. Brokerage Commissions & Liens. Seller and Buyer each acknowledge that they have not retained a broker in connection with purchase and conveyance of this Property. Seller agrees that should any claim be made for a brokerage, broker's lien, finder's fee, or any other services by any broker or finder by, through or on account of any acts of said party or its representatives, to the extent allowed by Texas law, Seller will hold the Buyer free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith.

J. Assignment. Buyer may not assign its rights, powers, responsibilities and/or obligations under this Contract in whole or in part at any time. Seller may, without necessity of

obtaining the consent of Buyer, assign Seller's rights and obligations under this Contract to any person or entity which (i) acquires fee simple title to all of the Property from Seller prior to Closing; and (ii) expressly assumes in writing all of Seller's obligations under this Contract, and once Buyer has been provided with a copy of such written assumption of all of Seller's obligations hereunder, Seller shall have no further rights or obligations as a Party under this Contract. Otherwise, Seller may not assign its rights, powers, responsibilities and/or obligations under this Contract in whole or in part at any time without the written approval of Buyer.

K. Multiple Counterparts. This Contract may be executed in multiple counterparts, each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

L. Due Authorization. The person executing this Contract on behalf of Seller hereby warrants and represents to Buyer that Seller has approved this Contract and that such person has the power and authority to execute this Contract on behalf of Seller and to bind Seller to the terms hereof. The person executing this Contract on behalf of the Buyer hereby warrants and represents to Seller that the Travis County Commissioners' Court has approved this Contract and that such person has the power and authority to execute this Contract on behalf of Buyer and to bind Buyer to the terms hereof.

M. Schedule of Exhibits. The following described Exhibits are attached to and are hereby made an integral part of this Contract:

Exhibit A to Contract -- Property – Legal Description
- Schedule A-1 to Contract – Tract 1 Sketch Map
- Schedule A-2 to Contract – Tract 2 Metes and Bounds Description, and Sketch Map

Exhibit B to Contract – Development Area – Legal Description

Exhibit C to Contract -- Final Operation and Maintenance Costs

Exhibit D to Contract -- Special Warranty Deed
- Exhibit A to Special Warranty Deed – Property -- Legal Description
  - Schedule A-1 to Special Warranty Deed – Tract 1 Sketch Map
  - Schedule A-2 to Special Warranty Deed – Tract 2 Metes and Bounds Description, and Sketch Map

[Remainder of page left intentionally blank]

EXECUTED on the dates set forth below and effective as of the later date set forth below (the "Effective Date").

SELLER: FORESTAR (USA) REAL ESTATE GROUP INC.

By:_____
Name: _____
Title: _____

Date: _____, 2010

BUYER: TRAVIS COUNTY

By:_____
Samuel T. Biscoe, Travis County Judge

Date: _____, 2010

EXHIBIT "A"
TO CONTRACT

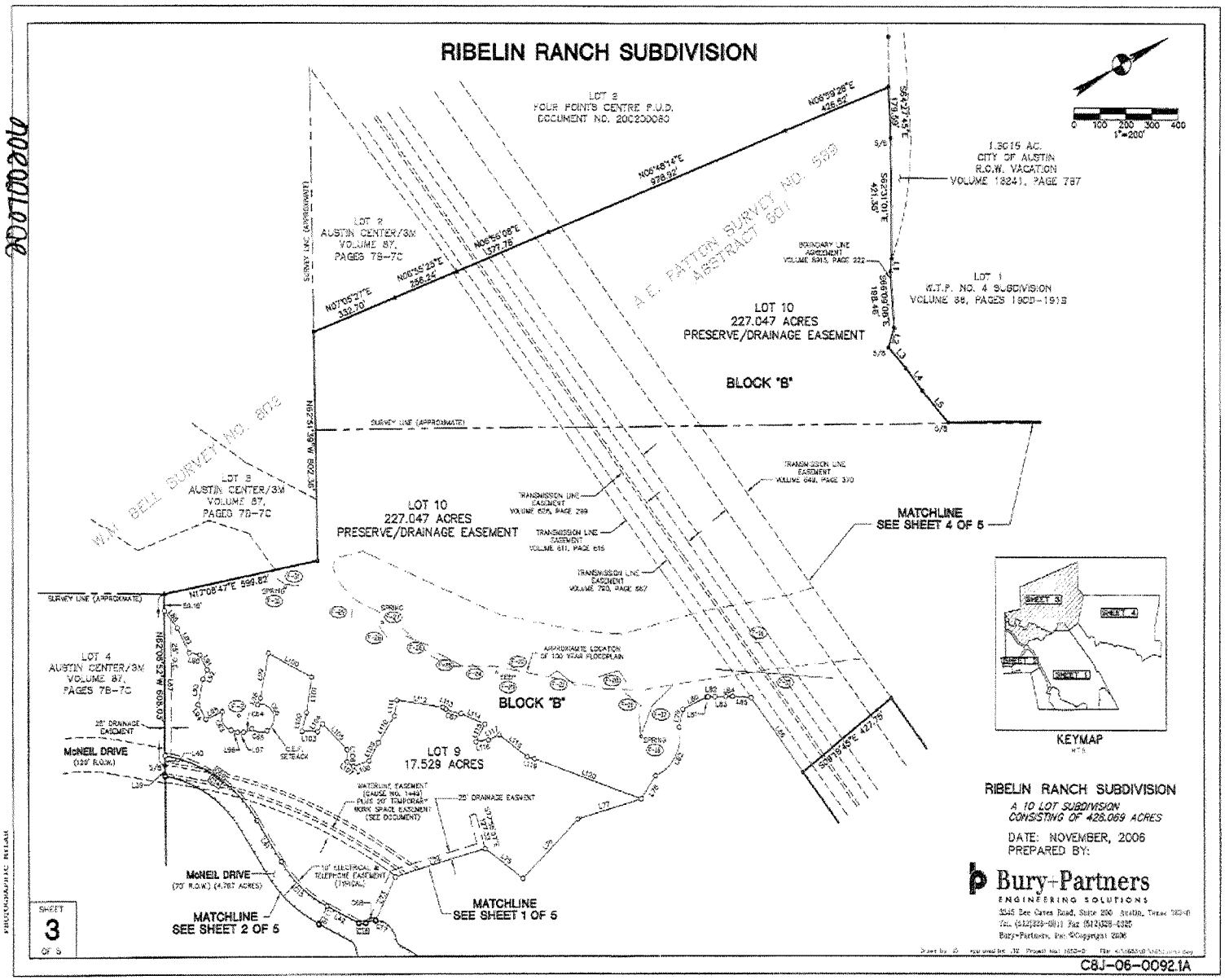
PROPERTY – LEGAL DESCRIPTION

Tract 1 -- Lot 10, Block "B," Ribelin Ranch Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700206, Official Public Records, Travis County, Texas, said Tract 1 being shown on the sketch map attached as Schedule A-1 attached hereto and incorporated herein.

Tract 2 -- 6.077 acres of land, more or less, out of the S.P.R.R. Co. Survey No. 1, Abstract No. 750 in Travis County, Texas, more particularly described by metes and bounds on Schedule A-2 attached hereto and incorporated herein.

Tract 1 and Tract 2 are collectively referred to herein as the "Property."

Schedule "A-1"
TO CONTRACT
Tract 1 Sketch Map



Updated 11/5/2010, 1:20 p.m.

RIBELIN RANCH SUBDIVISION

J.P. LINN SURVEY NO. 604
ABSTRACT 492

LOT 1
W.T.P. No. 4 SUBDIVISION
VOLUME 86, PAGES 190D-191B

0 100 200 300 400
1"=200'

SURVEY LINE (APPROXIMATE)

N27°22'21"E 351.62' | N31°24'24"E 500.03' | N27°07'13"E 188.07' | N27°45'57"E 532.09' | N27°24'36"E 532.09' | N26°57'02"E 400.65' | N27°23'56"E 501.64'

BOUNDARY LINE AGREEMENT VOL. 5913, PG. 222

S17°09'33"W 141.46'

S61°23'33"E 269.87'

S31°47'11"E 263.72'

S47°41'30"E 237.27'

S52°17'26"E 169.76'

S37°54'37"E 369.83'

N29°05'27"E 204.69'

S36°08'11"E 489.16'

S02°43'40"E 340.83'

S08°52'25"W 174.80'

S44°23'11"W 275.04'

N16°49'31"W 202.08'

N58°08'03"W 204.25'

S41°51'53"W 692.31'

S37°21'14"W 476.65'

S61°11'39"E 224.21'

N70°43'51"W 270.11'

S60°41'18"W 617.00'

MATCHLINE
SEE SHEET 3 OF 5

MATCHLINE
SEE SHEET 1 OF 5

S.P.R.R. CO. SURVEY NO. 1
ABSTRACT 750

LOT 10
227.047 ACRES
PRESERVE/DRAINAGE EASEMENT

10' R-N WATER QUALITY PROTECTION ZONE
VOLUME 12755, PAGE 1
VOLUME 12835, PAGE 449

133.475 AC.
CITY OF AUSTIN
VOLUME 11905,
PAGE 928

BLOCK "B"

APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN

R.S. ALEXANDER SURVEY NO. 46

J.P. LINN SURVEY NO. 604

LINE TABLE

No.	BEARING	DISTANCE
L1	S55°31'5"E	48.37'
L2	S44°31'30"E	70.53'
L3	N75°33'15"E	99.37'
L4	N80°7'23"E	101.48'
L5	N75°41'59"E	249.63'
L6	S47°41'47"E	189.87'
L7	S39°31'11"E	79.32'
L8	S36°39'20"E	64.10'
L9	S33°15'53"W	157.04'
L10	S57°24'28"W	141.26'
L11	S78°35'12"W	126.10'
L12	N75°52'39"W	43.01'
L13	S55°21'39"W	137.57'
L14	S56°15'43"E	110.94'
L15	S08°15'50"E	50.00'
L16	N80°46'30"E	93.01'
L17	N89°46'30"E	93.01'
L18	N01°13'30"W	59.00'
L19	S88°47'49"W	84.03'
L20	S28°24'49"W	137.13'
L21	S33°15'34"W	123.59'
L22	S36°14'33"W	119.14'
L23	S37°31'43"W	91.78'
L24	S27°52'05"W	79.95'
L25	S28°58'28"W	82.77'
L26	S28°21'38"W	132.46'
L27	S27°50'38"W	114.67'
L28	S29°00'30"W	118.05'
L29	S28°24'30"W	173.97'
L30	S28°34'06"W	87.47'
L31	S28°12'10"W	94.05'
L32	S28°00'38"W	105.25'
L33	S28°32'38"W	217.93'
L34	S28°31'44"W	195.65'
L35	S28°47'14"W	105.68'
L36	N19°28'10"E	142.20'
L37	S34°25'14"W	137.08'
L38	S28°31'46"W	173.21'
L39	N52°27'15"W	36.71'
L40	N62°36'50"W	35.25'
L41	S50°47'46"W	173.21'
L42	S34°31'14"W	137.08'
L43	S34°31'14"W	8.89'
L44	N54°08'14"E	8.89'
L45	N13°35'10"E	142.33'
L46	S63°35'10"E	49.84'
L47	N30°31'50"E	34.13'
L48	N30°31'50"W	34.13'
L49	N63°35'10"W	49.84'
L50	S63°35'10"E	33.92'
L51	S41°31'06"E	200.49'
L52	N48°47'20"E	134.20'
L53	N89°35'05"W	68.03'
L54	S82°42'11"W	81.42'
L55	S82°42'11"W	18.55'
L56	S77°47'21"W	38.20'
L57	N89°56'34"W	30.21'
L58	N48°47'06"W	204.47'
L59	S88°08'34"E	80.31'
L60	N48°56'50"E	117.76'
L61	N48°56'50"E	245.78'

LINE TABLE

No.	BEARING	DISTANCE
L62	N48°47'56"E	34.47'
L63	N53°06'14"E	96.95'
L64	N63°06'34"E	107.36'
L65	N44°06'24"E	14.27'
L66	N34°31'12"E	46.26'
L67	N48°52'02"W	53.26'
L68	N04°01'12"E	50.00'
L69	N62°15'44"E	74.01'
L70	N82°28'14"E	105.13'
L71	N43°00'28"E	2.48'
L72	N10°41'20"W	36.43'
L73	N35°34'48"W	171.52'
L74	N12°04'03"E	358.69'
L75	N64°16'37"E	100.04'
L76	N82°07'07"W	288.89'
L77	N01°52'47"E	256.83'
L78	S77°44'59"E	98.85'
L79	S46°51'13"E	44.61'
L80	S22°12'26"W	100.12'
L81	S21°58'16"W	8.11'
L82	S08°27'44"W	28.08'
L83	S26°35'59"W	41.57'
L84	S26°47'39"W	26.74'
L85	S32°34'43"W	12.05'
L86	S60°13'56"W	128.84'
L87	S62°58'31"E	213.62'
L88	S76°14'37"W	20.10'
L89	N89°02'05"W	88.58'
L90	S59°42'40"W	42.27'
L91	N85°48'17"W	10.86'
L92	N35°28'27"W	28.57'
L93	N49°34'30"W	21.33'
L94	S60°37'04"W	28.97'
L95	S06°41'38"W	19.33'
L96	S42°50'28"W	12.26'
L97	S28°06'49"W	23.10'
L98	S34°47'13"E	13.14'
L99	S61°07'45"E	163.67'
L100	S66°52'03"W	188.07'
L101	N63°03'07"W	128.73'
L102	N49°42'36"W	63.86'
L103	S89°12'56"W	59.32'
L104	S89°12'56"W	15.02'
L105	S71°37'34"W	130.16'
L106	N61°00'44"W	83.31'
L107	S82°00'17"W	59.09'
L108	S12°52'36"W	63.90'
L109	S22°03'37"E	71.63'
L110	S26°26'52"E	112.63'
L111	S51°41'44"E	57.46'
L112	S26°35'57"W	177.21'
L113	S42°30'49"W	14.63'
L114	S60°36'20"W	59.03'
L115	N33°02'23"W	29.63'

LINE TABLE

No.	BEARING	DISTANCE
L116	S20°49'17"W	43.62'
L117	S05°28'01"W	50.92'
L118	S63°26'53"W	132.87'
L119	S41°42'10"W	28.50'
L120	S47°09'41"W	436.34'
L121	INTENTIONALLY SKIPPED	
L122	S44°08'20"W	67.88'
L123	S60°01'16"W	133.10'
L124	S33°14'01"E	83.38'
L125	S82°08'00"E	143.15'
L126	S04°00'54"E	68.45'
L127	S00°05'50"E	93.07'
L128	N62°00'51"W	73.68'
L129	N69°46'08"W	112.64'
L130	N02°42'41"E	202.92'
L131	N66°49'19"E	104.99'
L132	S68°59'36"E	112.64'
L133	S02°26'36"E	102.09'
L134	S02°26'36"E	102.06'
L135	N62°32'01"E	38.80'
L136	N63°32'55"E	74.88'
L137	S32°34'44"E	30.98'
L138	N00°24'00"E	24.00'
L139	N35°34'48"W	24.00'
L140	S85°51'01"E	19.63'
L141	N21°15'47"E	46.00'
L142	S73°01'46"E	38.01'
L143	N81°58'55"W	70.31'
L144	N21°15'07"E	47.33'
L145	S26°15'44"W	156.67'
L146	S26°15'44"W	156.84'
L147	S25°43'13"E	105.57'

LAND USE SUMMARY*

BLOCK	LOT	ACRES	PROPOSED USE
A	1	2.64	OFFICE/RETAIL
	2	11.499	OFFICE/RETAIL
B	1	3.473	OFFICE/RETAIL
	2	3.620	POND
	3	12.873	OFFICE/RETAIL
	4	16.220	MULTI-FAMILY (400 Units)
	5	1.996	POND
	6	1.996	PRESERVE
	7	1.996	POND
	8	8.043	PRESERVE
	9	17.529	MULTI-FAMILY (400 Units)
	10	227.047	PRESERVE/DRAINAGE EASEMENT
"ROW"		77.36	ROW
TOTAL		428.069	

* THE ABOVE LAND USES ARE FOR CALCULATION OF THE REQUIRED PARKLAND FEES ONLY. THE LAND USES CAN BE MODIFIED AT SITE PLAN STAGE IN ACCORDANCE WITH PUD ORDINANCE NO. 040617-Z6.

STREET LENGTHS

STREET NAME	R.O.W. WIDTH	LENGTH
RIBELIN RANCH DRIVE	70'	2,707 L.F.
MENDEL DRIVE	70'	1,090 L.F.
		TOTAL 3,797 L.F.

SHEET 4 OF 5

KEYMAP
NTS

SHEET 1
SHEET 2
SHEET 3
SHEET 4

RIBELIN RANCH SUBDIVISION
A 10 LOT SUBDIVISION
CONSISTING OF 428.069 ACRES
DATE: NOVEMBER, 2006
PREPARED BY:

Bury+Partners
ENGINEERING SOLUTIONS
9345 Bee Caves Road, Suite 200 Austin, Texas 78748
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2006

C8J-06-0092.1A

2007100206

Schedule A-1-2

{002.00073733.4}

Schedule "A-2"
TO CONTRACT

Tract 2 Metes and Bounds Description, and Sketch Map

6.077 ACRES
RIBELIN RANCH

FN. NO. 06-530(KWA)
SEPTEMBER 26, 2006
BPI JOB NO. 1653-01.91

DESCRIPTION

OF 6.077 ACRES OF LAND OUT OF THE S.P.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 750, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 428.069 ACRE TRACT OF LAND CONVEYED TO LUMBERMAN'S INVESTMENT CORPORATION BY DEED OF RECORD IN DOCUMENT NO. 2006070955 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 6.077 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2 inch iron rod found on the westerly line of that certain 942.272 acre tract conveyed to the City of Austin by Deed of record in Volume 13030, Page 1960, of the Real Property Records of Travis County, Texas, for the northeasterly corner of that certain 32.76 acre tract of land called Tract 1, conveyed to 2222 Research Park, Ltd. by deed of record in Volume 12297, Page 274 of the Real Property Records of Travis County, Texas, being the southeasterly corner of said 428.069 acre tract;

THENCE, along the westerly line of said 942.272 acre tract, being the easterly line of said 428.069 acre tract, the following four (4) courses and distances:

1) N28°31'44"E, a distance of 195.65 feet to a 1/2-inch iron rod found at an angle point;

2) N28°22'36"E, a distance of 212.93 feet to a 1/2-inch iron rod found at an angle point;

3) N28°00'56"E, a distance of 105.25 feet to a 1/2-inch iron rod found at an angle point;

4) N28°15'31"E, a distance of 153.82 feet to a 1/2-inch iron rod with cap set for the **POINT OF BEGINNING** and southeasterly corner hereof;

THENCE, leaving the westerly line of said 942.272 acre tract, over and across said 428.069 acre tract, for the irregular southerly, westerly, and northerly lines hereof, the following fifteen (15) courses and distances:

1) S62°42'12"W, a distance of 91.45 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

2) Along said curve, having a radius of 100.00 feet, a central angle of 54°03'07", an arc length of 94.34 feet, and a chord which bears S89°43'45"W, a distance of 90.88 feet to a 1/2-inch iron rod with cap set at the end of said curve;

3) S52°22'22"W, a distance of 16.53 feet to a 1/2-inch iron rod with cap set at an angle point;

4) S73°44'21"W, a distance of 89.23 feet to a 1/2-inch iron rod with cap set at an angle point;

5) N69°58"54"W, a distance of 30.21 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

6) Along said curve, having a radius of 100.00 feet, a central angle of 90°05'18", an arc length of 157.23, and a chord which bears S86°43'13"W, a distance of 141.53 feet to a 1/2-inch iron rod with cap set at the end of said curve;

7) N48°14'08"W, a distance of 206.47 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

8) Along said curve, having a radius of 150.00 feet, a central angle of 151°54'41", an arc length of 397.70 feet, and a chord which bears N18°29'12"W, a distance of 291.03 feet to a 1/2-inch iron rod with cap set at a point of compound curvature of a non-tangent curve to the right;

9) Along said curve, having a radius of 150.00 feet; a central angle of 117°12'51", an arc length 306.87, and a chord which bears S89°04'54"E, a distance of 256.08 feet to a 1/2-inch iron rod with cap set at the point of compound curvature of a curve to the right;

10) Along said curve, having a radius of 100.00 feet, a central angle of 27°33'17", an arc length of 48.09 feet, and a chord which bears N77°44'47"E, a distance of 47.63 feet to a 1/2-inch iron rod with cap set at the end of said curve;

11) S88°28'34"E, a distance of 60.31 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

12) Along said curve, having a radius of 100.00 feet, a central angle of 46°51'19", an arc length of 81.78 feet, and a chord which bears S65°02'55"E, a distance of 79.52 feet to a 1/2-inch iron rod with cap set at a point of compound curvature to the right;

13) Along said compound curve, having a radius of 150.00 feet, a central angle of 86°04'39", an arc length of 225.35 feet, a chord which bears S48°58'23"E, a distance of 204.75 feet to a 1/2 inch iron rod with cap set at the end of said curve;

14) N62°42'06"E, a distance of 40.11 feet to a 1/2 inch iron rod with cap set at the beginning of a non-tangent curve to the right;

15) Along said curve, having a radius of 100.00 feet, a central angle of 95°09'00", an arc length of 166.07 feet, and a chord which bears S69°43'24"E, a distance of 147.63 feet to a 1/2-inch iron with cap set on the easterly line of said 428.069 acre tract, being on the westerly line of said 942.272 acre tract, for the northeasterly corner hereof, from which a 1/2-inch iron rod found at an angle point in the easterly line of said 428.069 acre tract bears N28°34'08"E, a distance of 27.07 feet;

THENCE, along the westerly line of said 942.272 acre tract, being the easterly line of said 428.069 acre tract, for the easterly line hereof, the following two (2) courses and distances:

1) S28°34'08"W, a distance of 60.49 feet to a 1/2-inch iron rod found at an angle point;

2) S28°15'31"W, a distance of 100.93 feet to the **POINT OF BEGINNING**, and containing 6.077 acres (264,731 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING LCRA PROVIDED MONUMENTATION.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746

MARK J. JEZISEK — DATE
R.P.L.S. NO. 5267
STATE OF TEXAS

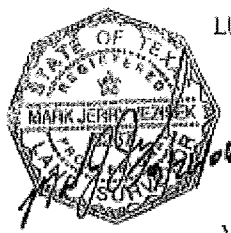
STATE OF TEXAS
REGISTERED
MARK JERRY JEZISEK
5267
PROFESSIONAL
LAND SURVEYOR

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	54°03'07"	100.00	94.34	90.88	S89°43'45"W
C2	90°05'18"	100.00	157.23	141.53	S86°43'13"W
C3	151°54'41"	150.00	397.70	291.03	N18°29'12"W
C4	117°12'51"	150.00	306.87	256.08	S89°04'54"E
C5	27°33'17"	100.00	48.09	47.63	N77°44'47"E
C6	46°51'19"	100.00	81.78	79.52	S65°02'55"E
C7	86°04'39"	150.00	225.35	204.75	S48°58'23"E
C8	95°09'00"	100.00	166.07	147.63	S69°43'24"E

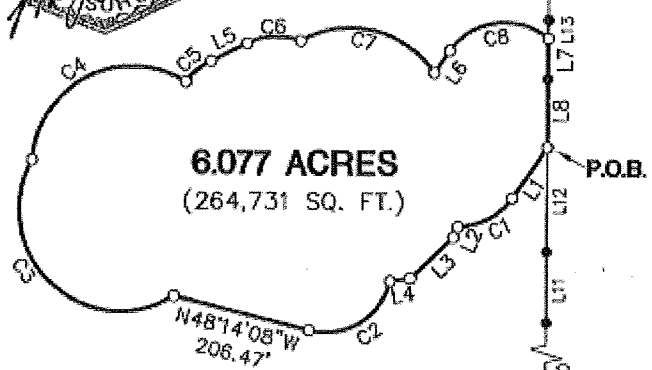
LINE TABLE

LINE	BEARING	LENGTH
L1	S62°42'12"W	91.45
L2	S52°22'22"W	16.53
L3	S73°44'21"W	89.23
L4	N69°58'54"W	30.21
L5	S88°28'34"E	60.31
L6	N62°42'06"E	40.11
L7	S28°34'08"W	60.49
L8	S28°15'31"W	100.93
L9	N28°31'44"E	195.65
L10	N28°22'36"E	212.93
L11	N28°00'56"E	105.25
L12	N28°15'31"E	153.82
L13	N28°34'08"E	27.07



LUMBERMAN'S INVESTMENT CORPORATION
428.069 ACRES
DOC. NO. 2006070955

CITY OF AUSTIN
942.272 ACRES
VOL. 13030, PG. 1960



6.077 ACRES
(264,731 SQ. FT.)

0 100 200 300 400
1"=200'

LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH CAP SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

2222 RESEARCH PARK, LTD.
32.76 ACRES (TRACT 1)
VOL. 12297, PG. 274

Bury+Partners
ENGINEERING SOLUTIONS
9503 Jim Carter Road, Suite 300
Austin, Texas 78748
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2006

SKETCH TO ACCOMPANY DESCRIPTION

OF 6.077 ACRES OF LAND OUT OF THE S.P.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 750, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 428.069 ACRE TRACT OF LAND CONVEYED TO LUMBERMAN'S INVESTMENT CORPORATION BY DEED OF RECORD IN DOCUMENT NO. 2006070955 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LUMBERMAN'S INVESTMENT

RIBELIN RANCH

DATE: 09/26/06	FILE: H:\1653\01\165301EX7.dwg	FN No.: 06-530(KWA)	DRAWN BY: KWA	PROJ. No: 1653-01.91

EXHIBIT "B"
TO CONTRACT

DEVELOPMENT AREA – LEGAL DESCRIPTION

Lots 1-2, Block "A," and Lots 1-5, 7, and 9, Block "B," Ribelin Ranch Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700206, Official Public Records, Travis County, Texas.

EXHIBIT "C"
TO CONTRACT

FINAL OPERATION AND MAINTENANCE COST

Operation and Management Costs

Annual O & M Costs	*Calculations*	*Cost*
GCW/BCV Surveys	5 hrs/wk x 16 wks @$27/hr	$2,160
General Habitat Monitoring and Protection: springs, plants, animals, erosion, development impacts, etc.	2 hrs/wk x 36 wks @$27/hr	$1,944
Preserve Ranger Patrols: salary costs	52 hrs/yr @$27/hr	$1,404
Preserve Ranger Equipment: gas, photographic equipment, etc.		$500
Biological Equipment: gas, photographic equipment, surveys supplies, hand tools for habitat improvement/restoration/erosion control, animal management equipment, etc.		$1,100
Cowbird Management	16 hrs yr @$27/hr	$162
Deer and Feral Hog Management	10 animals removed @ $225 ea.	$2,250
Coordination w/ LISD on conservation easement and with developer on protection actions related to the Development Area	16 hrs/yr @$40/hr	$640
Annual Report Preparation	40 hrs/yr @$27/hr	$1,080
Subtotal		**$11,240**
Indirect Personnel Costs		$3,372
TOTAL annual costs per year **(*See Section 5.A. After year 1, the Annual O&M costs shall increase annually at the same rate as the annual "Consumer Price Index" and will continue until the development area has reached the Total Improvement Value of $6 million).**		**$ 14,612(*CPI)**
One Time O & M Costs	***Calculations***	***One Time Costs***
Capital Costs: vehicles, radios, equipment etc- 2% FTE Preserve Ranger and 11% FTE Land Steward (1 FTE Preserve Ranger = $11,000 Equ, $30,000 Veh) (1 FTE Land Steward = $2,700 Equ, $30,000 Veh)		Ranger Equ-$220 Veh - $600 LS Equ.-$297 Veh- $3,300
Land Management Plan	40 hrs @$40/hr	$1,600
Boundary Fencing		$8,136
Subtotal One Time Costs		$14,153
Combined O & M Total: **Year 1 Annual Cost and One Time Costs**		**$28,765**

EXHIBIT "D"
TO CONTRACT

SPECIAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF TRAVIS	§	

That, FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, hereinafter referred to as "GRANTOR" whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the state of Texas, hereinafter referred to as "GRANTEE", the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, together with all improvements and fixtures, rights, privileges, and appurtenances pertaining thereto, including any interest in appurtenant easements, strips, gores, alleys, and adjoining streets and roads (collectively, the "Property"), to wit:

Tract 1 and Tract 2, as those tracts more specifically defined in Exhibit "A," attached hereafter and incorporated herein.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, but not otherwise, subject to the matters set forth in this Special Warranty Deed.

This conveyance is made subject to:

1. the Permitted Exceptions set forth in Exhibit "B" to this Special Warranty Deed, which Exhibit is attached hereto and made a part hereof; and

2. the obligation of Grantee to maintain the baseline conditions of the Property set forth in Exhibit "C" to this Special Warranty Deed, which Exhibit is attached hereto and made a part hereof.

[Remainder of page intentionally left blank]

EXECUTED this ____ day of _____, 2010.

GRANTOR:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Date: _____, 2010

ACKNOWLEDGEMENT

State of _____

County of _____

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, on behalf of said corporation.

_____
Notary Public, State of _____
Printed Name:_____
My Commission expires:_____

EXHIBIT "A"
To Special Warranty Deed

PROPERTY – Legal Description

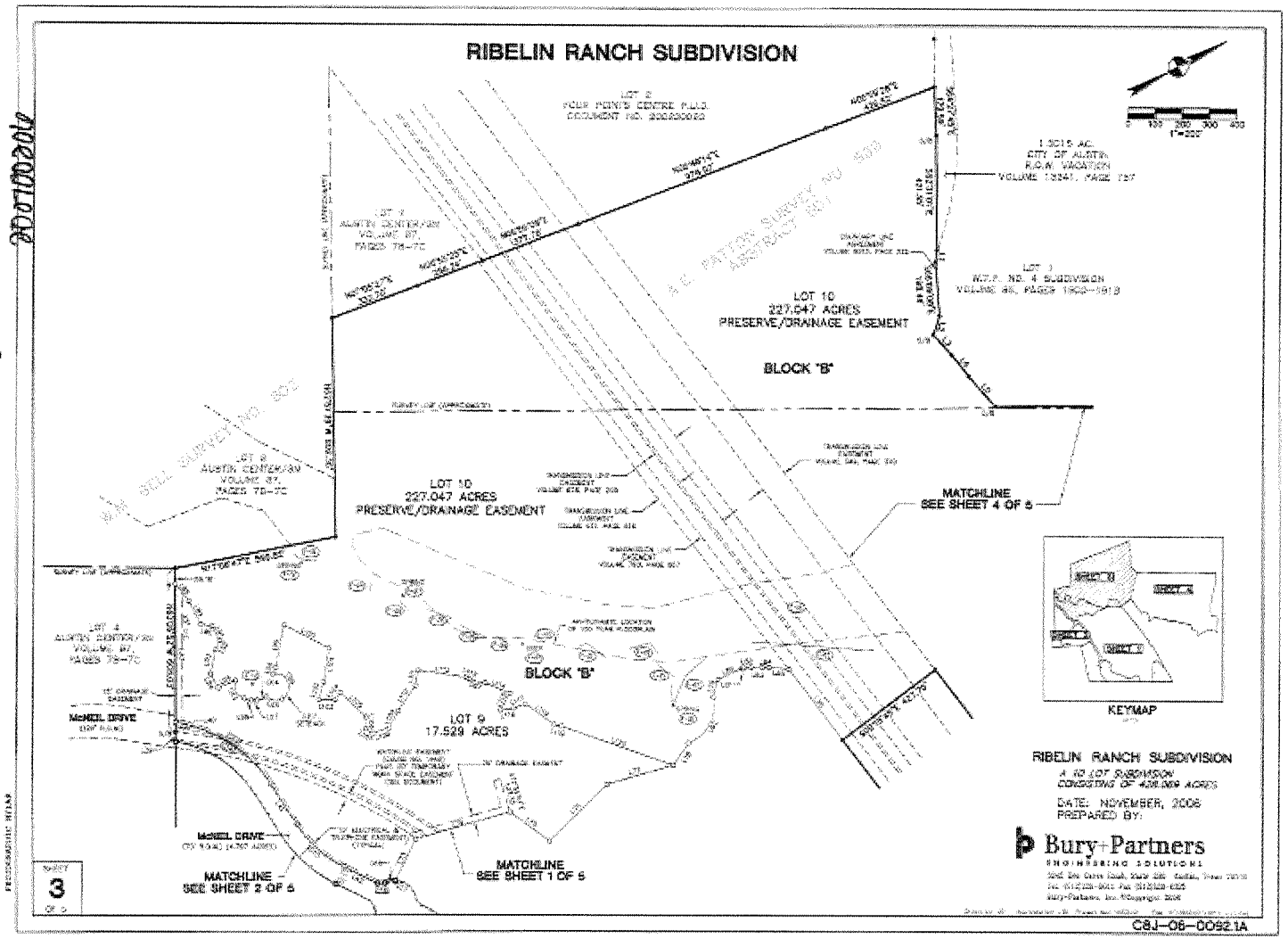
Tract 1 -- Lot 10, Block "B," Ribelin Ranch Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200700206, Official Public Records, Travis County, Texas, said Tract 1 being shown on the sketch map attached as Schedule A-1 attached hereto and incorporated herein.

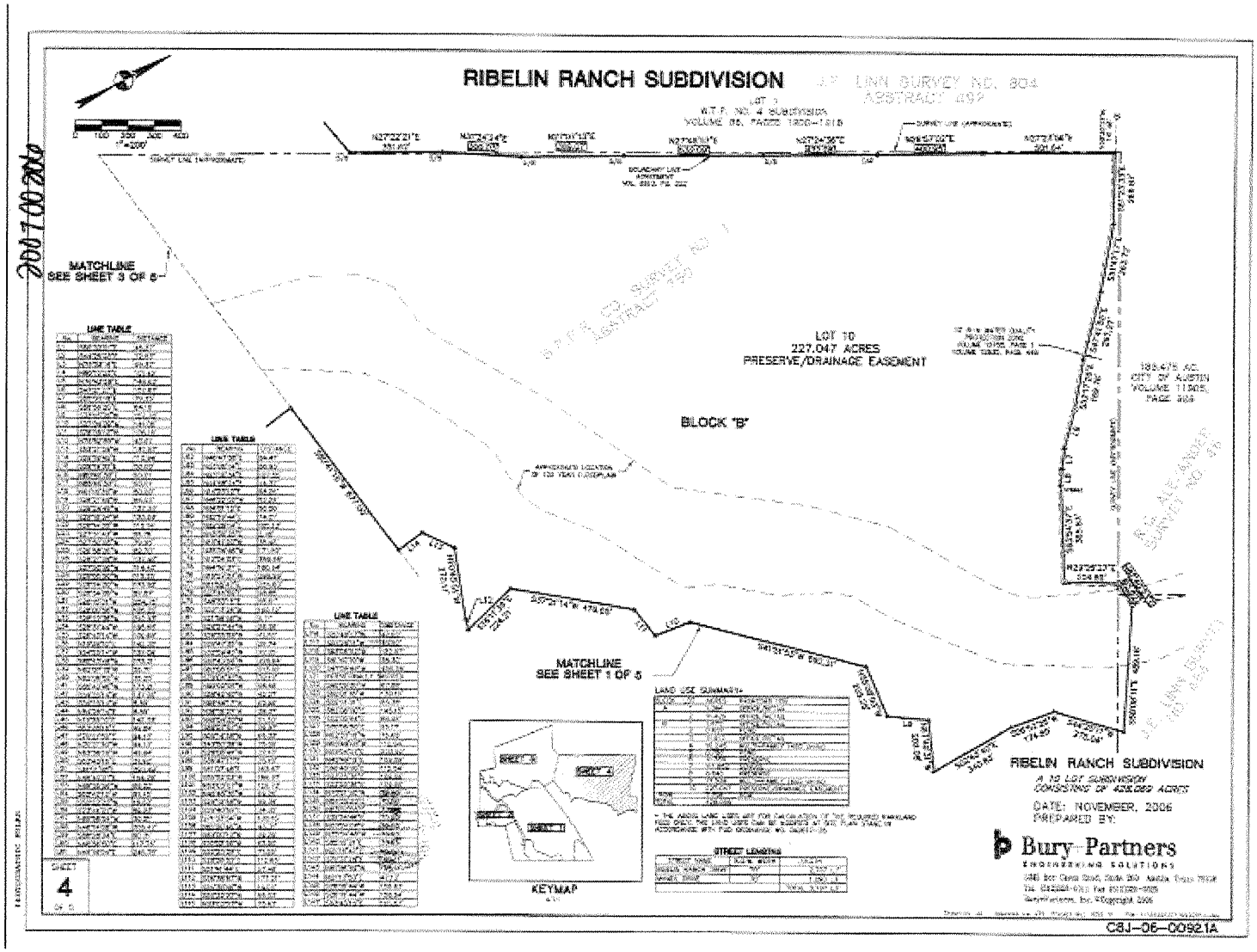
Tract 2 -- 6.077 acres of land, more or less, out of the S.P.R.R. Co. Survey No. 1, Abstract No. 750 in Travis County, Texas, more particularly described by metes and bounds on Schedule A-2 attached hereto and incorporated herein.

Tract 1 and Tract 2 are collectively referred to herein as the "Property."

SCHEDULE "A-1"
To Special Warranty Deed

Tract 1 Sketch Map





Schedule A-1-2

{002.00073733.4}

SCHEDULE A-2
To Special Warranty Deed

Tract 2 Metes and Bounds Description, and Sketch Map

6.077 ACRES
RIBELIN RANCH

FN. NO. 06-530(KWA)
SEPTEMBER 26, 2006
BPI JOB NO. 1653-01.91

DESCRIPTION

OF 6.077 ACRES OF LAND OUT OF THE S.P.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 750, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 428.069 ACRE TRACT OF LAND CONVEYED TO LUMBERMAN'S INVESTMENT CORPORATION BY DEED OF RECORD IN DOCUMENT NO. 2006070955 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 6.077 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2 inch iron rod found on the westerly line of that certain 942.272 acre tract conveyed to the City of Austin by Deed of record in Volume 13030, Page 1960, of the Real Property Records of Travis County, Texas, for the northeasterly corner of that certain 32.76 acre tract of land called Tract 1, conveyed to 2222 Research Park, Ltd. by deed of record in Volume 12297, Page 274 of the Real Property Records of Travis County, Texas, being the southeasterly corner of said 428.069 acre tract;

THENCE, along the westerly line of said 942.272 acre tract, being the easterly line of said 428.069 acre tract, the following four (4) courses and distances:

1) N28°31'44"E, a distance of 195.65 feet to a 1/2-inch iron rod found at an angle point;

2) N28°22'36"E, a distance of 212.93 feet to a 1/2-inch iron rod found at an angle point;

3) N28°00'56"E, a distance of 105.25 feet to a 1/2-inch iron rod found at an angle point;

4) N28°15'31"E, a distance of 153.82 feet to a 1/2-inch iron rod with cap set for the **POINT OF BEGINNING** and southeasterly corner hereof;

THENCE, leaving the westerly line of said 942.272 acre tract, over and across said 428.069 acre tract, for the irregular southerly, westerly, and northerly lines hereof, the following fifteen (15) courses and distances:

1) S62°42'12"W, a distance of 91.45 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

2) Along said curve, having a radius of 100.00 feet, a central angle of 54°03'07", an arc length of 94.34 feet, and a chord which bears S89°43'45"W, a distance of 90.88 feet to a 1/2-inch iron rod with cap set at the end of said curve;

3) S52°22'22"W, a distance of 16.53 feet to a 1/2-inch iron rod with cap set at an angle point;

4) S73°44'21"W, a distance of 89.23 feet to a 1/2-inch iron rod with cap set at an angle point;

5) N69°58"54"W, a distance of 30.21 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

6) Along said curve, having a radius of 100.00 feet, a central angle of 90°05'18", an arc length of 157.23, and a chord which bears S86°43'13"W, a distance of 141.53 feet to a 1/2-inch iron rod with cap set at the end of said curve;

7) N48°14'08"W, a distance of 206.47 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

8) Along said curve, having a radius of 150.00 feet, a central angle of 151°54'41", an arc length of 397.70 feet, and a chord which bears N18°29'12"W, a distance of 291.03 feet to a 1/2-inch iron rod with cap set at a point of compound curvature of a non-tangent curve to the right;

9) Along said curve, having a radius of 150.00 feet; a central angle of 117°12'51", an arc length 306.87, and a chord which bears S89°04'54"E, a distance of 256.08 feet to a 1/2-inch iron rod with cap set at the point of compound curvature of a curve to the right;

10) Along said curve, having a radius of 100.00 feet, a central angle of 27°33'17", an arc length of 48.09 feet, and a chord which bears N77°44'47"E, a distance of 47.63 feet to a 1/2-inch iron rod with cap set at the end of said curve;

11) S88°28'34"E, a distance of 60.31 feet to a 1/2-inch iron rod with cap set at the beginning of a non-tangent curve to the right;

12) Along said curve, having a radius of 100.00 feet, a central angle of 46°51'19", an arc length of 81.78 feet, and a chord which bears S65°02'55"E, a distance of 79.52 feet to a 1/2-inch iron rod with cap set at a point of compound curvature to the right;

13) Along said compound curve, having a radius of 150.00 feet, a central angle of 86°04'39", an arc length of 225.35 feet, a chord which bears S48°58'23"E, a distance of 204.75 feet to a 1/2 inch iron rod with cap set at the end of said curve;

14) N62°42'06"E, a distance of 40.11 feet to a 1/2 inch iron rod with cap set at the beginning of a non-tangent curve to the right;

15) Along said curve, having a radius of 100.00 feet, a central angle of 95°09'00", an arc length of 166.07 feet, and a chord which bears S69°43'24"E, a distance of 147.63 feet to a 1/2-inch iron with cap set on the easterly line of said 428.069 acre tract, being on the westerly line of said 942.272 acre tract, for the northeasterly corner hereof, from which a 1/2-inch iron rod found at an angle point in the easterly line of said 428.069 acre tract bears N28°34'08"E, a distance of 27.07 feet;

THENCE, along the westerly line of said 942.272 acre tract, being the easterly line of said 428.069 acre tract, for the easterly line hereof, the following two (2) courses and distances:

1) S28°34'08"W, a distance of 60.49 feet to a 1/2-inch iron rod found at an angle point;

2) S28°15'31"W, a distance of 100.93 feet to the **POINT OF BEGINNING**, and containing 6.077 acres (264,731 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING LCRA PROVIDED MONUMENTATION.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746

9/26/06
MARK J. JEZISEK — DATE
R.P.L.S. NO. 5267
STATE OF TEXAS

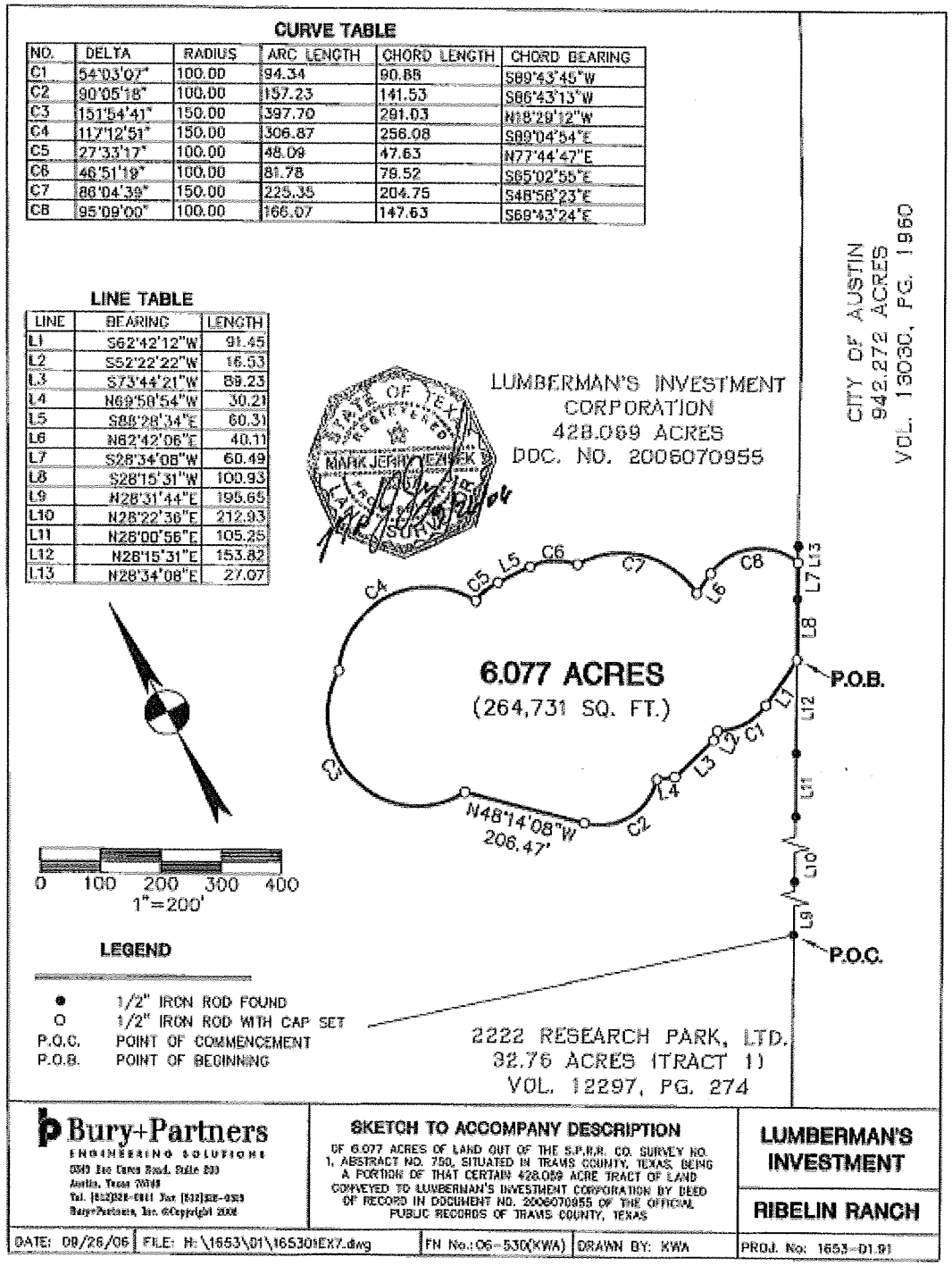
STATE OF TEXAS
REGISTERED
MARK JERRY JEZISEK
5267
PROFESSIONAL
LAND SURVEYOR

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	54°03'07"	100.00	94.34	90.88	S89°43'45"W
C2	90°05'18"	100.00	157.23	141.53	S86°43'13"W
C3	151°54'41"	150.00	397.70	291.03	N18°29'12"W
C4	117°12'51"	150.00	306.87	256.08	S89°04'54"E
C5	27°33'17"	100.00	48.09	47.63	N77°44'47"E
C6	46°51'19"	100.00	81.78	79.52	S65°02'55"E
C7	86°04'39"	150.00	225.35	204.75	S48°58'23"E
C8	95°09'00"	100.00	166.07	147.63	S69°43'24"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S62°42'12"W	91.45
L2	S52°22'22"W	16.53
L3	S73°44'21"W	89.23
L4	N69°58'54"W	30.21
L5	S88°28'34"E	60.31
L6	N82°42'06"E	40.11
L7	S28°34'08"W	60.49
L8	S28°15'31"W	100.93
L9	N28°31'44"E	195.65
L10	N28°22'36"E	212.93
L11	N28°00'56"E	105.25
L12	N28°15'31"E	153.82
L13	N28°34'08"E	27.07



Bury+Partners
ENGINEERING SOLUTIONS
3345 Bee Caves Road, Suite 200
Austin, Texas 78746
Tel. (512)328-0011 Fax (512)328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF 6.077 ACRES OF LAND OUT OF THE S.F.B.R. CO. SURVEY NO. 1, ABSTRACT NO. 750, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 428.069 ACRE TRACT OF LAND CONVEYED TO LUMBERMAN'S INVESTMENT CORPORATION BY DEED OF RECORD IN DOCUMENT NO. 2006070955 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LUMBERMAN'S INVESTMENT

RIBELIN RANCH

DATE: 08/26/06 | FILE: H:\1653\01\165301EX7.dwg | FN No.: 06-530(KWA) | DRAWN BY: KWA | PROJ. No: 1653-01.91

EXHIBIT "B"
To Special Warranty Deed

PERMITTED EXCEPTIONS

EXHIBIT "C"
To Special Warranty Deed

Baseline Condition of the Property

1. The baseline condition of the Property will be the condition shown in aerial photographs of the Property taken **[in 2009 and publicly available at Miller Blue Print Company and elsewhere;]**

2. In addition, Grantor and Grantee will deliver to each other within 6 months after the date of the Closing copies of any other photographic or video materials which illustrate the condition of the Property on the date of conveyance of the Property by Grantor to Grantee.

Updated 11/5/2010, 1:20 p.m.

RECEIVED
COUNTY JUDGE'S OFFICE
10 NOV -2 AM 10:45

#26

Travis County Commissioners Court Agenda Request

Voting Session: November 9, 2010 (Date)

Work Session: (Date)

I. A. Request made by: Phone #: 854-9522

Vicki Kennedy for Rosemary Lehmberg

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

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERAL FORFEITURE PROCEEDS FOR THE DISTRICT ATTORNEY'S OFFICE.

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 involved with the request. Send a copy of this Agenda Request and backup to them:

James Connolly, Assistant County Attorney (854-9415)
David Jungerman, Auditor's Office (854-9125)
Mack Kreps, Auditor's Office (854-9125)

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)

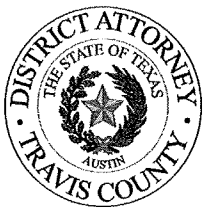
__ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

__ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

x Contract, Agreement, Policy & Procedure



Rosemary Lehmberg ✯ Travis County District Attorney
P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office
Vicki Skinner for Rosemary Lehmberg

DATE: November 2, 2010

SUBJECT: Equitable Sharing Agreement and Certification

The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture during FY2011. The agreement has been reviewed by Jim Connolly, Assistant County Attorney.

Although the District Attorney's Office did not participate in any federal forfeitures during FY 2010, we are still required to file a certification report with the U.S. Department of Justice and the U.S. Department of the Treasury.

Please call me at 854-9522 if you would like any additional information.

cc: Jim Connolly, Assistant County Attorney
David Jungerman, Travis County Auditor's Office
Mack Kreps, Travis County Auditor's Office

#_____

Travis County Commissioners Court Agenda Request

Voting Session: November 9, 2010 (Date)

Work Session: (Date)

I. A. Request made by: Vick Kinney for Rosemary Lehmberg

Phone #: 854-9522

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

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERAL FORFEITURE PROCEEDS FOR THE DISTRICT ATTORNEY'S OFFICE.

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 involved with the request. Send a copy of this Agenda Request and backup to them:

James Connolly, Assistant County Attorney (854-9415)
David Jungerman, Auditor's Office (854-9125)
Mack Kreps, Auditor's Office (854-9125)

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)

x Contract, Agreement, Policy & Procedure

Rosemary Lehmberg ☆ Travis County District Attorney
P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office
Vicki Skinner for Rosemary Lehmberg

DATE: November 2, 2010

SUBJECT: Equitable Sharing Agreement and Certification

The District Attorney's Office requests approval of the attached annual Equitable Sharing Agreement and Certification. Approval of this agreement is a prerequisite for the District Attorney's Office to receive any equitably shared cash, property or proceeds from participation in an investigation or prosecution that results in a federal forfeiture during FY2011. The agreement has been reviewed by Jim Connolly, Assistant County Attorney.

Although the District Attorney's Office did not participate in any federal forfeitures during FY 2010, we are still required to file a certification report with the U.S. Department of Justice and the U.S. Department of the Treasury.

Please call me at 854-9522 if you would like any additional information.

cc: Jim Connolly, Assistant County Attorney
David Jungerman, Travis County Auditor's Office
Mack Kreps, Travis County Auditor's Office

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◉ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Travis County District Attorney's Office

NCIC/ORI/Tracking Number: T X 2 2 7 0 3 5 A

Street Address: 509 W. 11th Street

City: Austin **State:** TX **Zip:** 78701

Contact: Title: Director of Admin First: Vicki Last: Skinner

Contact: Phone: 512-854-9400 E-mail: vicki.skinner@co.travis.tx.us

☐ Same as Contact **Preparer:** First: Dina Last: White

Preparer: Phone: 512-854-9400 E-mail: dina.white@co.travis.tx.us

Last Fiscal Year End: 09/30/2010 **Agency Current Fiscal Year Budget:** $16,459,821.00

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$0.00	$0.00
2	Federal Sharing Funds Received	$0.00	$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued — Non-Interest Bearing ◉ Interest Bearing ◯		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*	$0.00	$0.00
b	Total spent on overtime	$0.00	$0.00
c	Total spent on informants, "buy money," and rewards	$0.00	$0.00
d	Total spent on travel and training	$0.00	$0.00
e	Total spent on communications and computers	$0.00	$0.00
f	Total spent on weapons and protective gear	$0.00	$0.00
g	Total spent on electronic surveillance equipment	$0.00	$0.00
h	Total spent on buildings and improvements	$0.00	$0.00
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
	Total	$0.00	$0.00

Did you receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 3

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Description of Asset

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. ***Transfers.*** *Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.*

5. ***Internal Controls.*** *The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.*

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the Justice Guide and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the Justice or *Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head
See ¶ 2 on page

Signature: [signature]
Name: Rosemary Lehmberg
Title: District Attorney
Date: 11/02/10

Governing Body Head
See ¶ 2 on page

Signature:
Name: Samuel T. Biscoe
Title: County Judge
Date:

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____
Entered on _____

○ FY End: 09/30/2010
Date Printed: November 01, 2010 18:04
◉ NCIC: TX227035A Agency: Travis County District Attorney's Office Phone: 512-854-9400
○ State: TX Contact: Vicki Skinner E-mail: vicki.skinner@co.travis.tx.us

Item 27

Item # _____

Travis County Commissioners' Court Agenda Request

Meeting Date: November 9, 2010

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING A DETERMINATION OF LEGISLATIVE PRIORITIES FOR THE 82ND TEXAS LEGISLATURE FROM THE LIST OF POLICY POSITIONS PREVIOUSLY ADOPTED BY THE COURT.

C. Sponsor: _____
County Commissioner or County Judge

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

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

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

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

Diane Blankenship
Director, Human Resources Management Department
Phone: 854-9170
Email: Diane.Blankenship@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

RECEIVED
COUNTY JUDGE'S OFFICE
10 NOV -2 PM 1:17

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

Item # _____

Sherrie Fleming, Executive Manager
Health and Human Services/Veterans Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

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

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: CYD.GRIMES@co.travis.tx.us

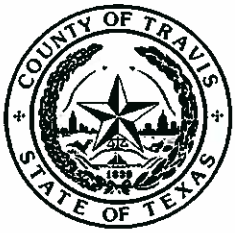
Danny Hobby, Executive Manager
Emergency Services
Phone: 854-4416
Email: danny.hobby@co.travis.tx.us

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

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

Daniel Bradford
County Attorney's Office
Phone: 854-3718
Email: Daniel.Bradford@co.travis.tx.us

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



MEMO

- ☐ For Your Information
- ☒ Action Required

TO: **Travis County Commissioners Court**

FROM: Deece Eckstein, Coordinator, IGR

DATE: Tuesday, November 2, 2010

RE: **Legislative agenda item – setting priorities for the Travis County legislative team**

SUMMARY AND IGR RECOMMENDATION

IGR recommends that the Commissioners Court adopt the listed Priorities on the Travis County Legislative Agenda for the 82nd Texas Legislature.

BACKGROUND

On September 26, 2010, the Commissioners Court approved the Legislative Agenda, which included some 35 Policy Positions. The Court has not, however, identified which of those Policy Positions are legislative Priorities on which the IGR team and the legislative consultants are asked to focus their energies.

This agenda item proposes the adoption of eight legislative Priorities (shown on page 2 of the document) as initial priorities for the County's legislative activities. Of course, these priorities may change at the Court's discretion at any time during the next several months.

UPDATE: 11/02/10

TRAVIS COUNTY LEGISLATIVE AGENDA
82ND TEXAS LEGISLATURE

Travis County is the fifth-largest county in Texas, with a population of over one million people. Travis County is known for its natural beauty, thriving economy and civic spirit. Home to the state capital and The University of Texas at Austin, Travis County is enriched by its diverse and well-educated population.

As a political subdivision of state government, Travis County requires legislative authority to enhance and improve the services it delivers. The Travis County Commissioners Court desires to enhance the quality of life of all Travis County residents and to provide the maximum return on investment for all revenues entrusted to the County.

Principles for Legislative Action

The Commissioners Court has adopted the following principles for the 82nd Texas Legislature:

- ★ Travis County is a unique place, and Travis County government should preserve and enhance the human, economic, cultural and natural resources of the area.
- ★ Travis County government acts as a steward of the public trust and of public resources entrusted to its care.
- ★ The Travis County Commissioners Court is committed to providing the maximum value and return on investment for all revenues entrusted to the County.
- ★ The Travis County Commissioners Court believes that local government best understands and responds to the needs of its constituents. Therefore, it seeks maximum flexibility in implementing the policies and programs mandated by the Legislature.
- ★ In a time of dramatic budget shortfalls at the state level, the Travis County Commissioners Court opposes legislation or budgeting decisions that would shift the cost of state-funded programs to local governments.
- ★ The Travis County Commissioners Court believes counties need greater authority and tools to deal with the challenges of a rapidly-urbanizing area in rapidly-changing times.

UPDATE: 11/02/10

Priorities

(Items in this list are the legislative priorities for the IGR staff and the legislative consultants, i.e., "blue sheet." The list will be modified throughout the session as the Commissioners Court assigns and reviews those priorities.)

1. Support legislation that would permit counties to purchase conservation easements. (ENV-3)

2. Support legislation to give Travis County authority to regulate off-premises signs along scenic portions of state and county roads. (ENV-4)

3. Support legislation giving counties the necessary tools to manage growth, protect property values, and preserve quality of life in the unincorporated areas. (GMLU-1)

4. Support legislation allowing counties to adopt regulations that would buffer sensitive areas like schools, churches and residences from incompatible industrial uses. (GMLU-3)

5. Support legislation that would provide funding and infrastructure to improve the availability and continuity of mental and physical health care between county jails and the community. (JCJ-MH-1)

6. Support a constitutional amendment to eliminate or reduce the diversion of Fund 6 money to other agencies. (MTF-2)

7. Support legislation enabling counties, on a local option basis, to levy taxes or fees to support mobility infrastructure. (MTF-3)

8. Oppose legislation that would create unfunded mandates or divert county revenues. (TBRA-1)

UPDATE: 11/02/10

Policy Positions

(Items in this list are the legislative policy positions of Travis County.)

Emergency Services

1. Support legislation to amend the medical examiners' statutes to promote best practices throughout the State while preserving local control and flexibility.
2. Clarify the authority of a county judge to declare a burn ban under certain circumstances without having to convene a meeting of the Commissioners' Court.
3. Support legislation to preserve county regulatory authority over fire sprinklers in residential housing larger than three units.
4. Support legislation or budgeting decisions that would tie Medicaid reimbursement rates for air ambulance services to federally established Medicare reimbursement rates.

Environment and Natural Resources

1. Oppose legislation eliminating or diluting Travis County's authority to "...take any necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system."
2. Support legislation to increase funding for the Texas Recreation and Parks Account Local Park Grant Program and the Texas State Park System.
3. Support legislation that would permit counties to purchase conservation easements.
4. Support legislation to give Travis County authority to regulate off-premises signs along scenic portions of state and county roads.

Growth Management/Land Use

1. Support legislation giving counties the necessary tools to manage growth, protect property values, and preserve quality of life in the unincorporated areas.
2. Support legislation allowing counties to adopt a long-range comprehensive plan for land development within the unincorporated areas of the county.
3. Support legislation allowing counties to adopt regulations that would buffer sensitive areas like schools, churches and residences from incompatible industrial uses.
4. Support legislation allowing counties to require public utility operators to commit to a schedule for relocating their facilities within county rights-of-way and establish penalties for their failure to perform.

Health and Human Services

Changes to the MHMR, DSHS, DFPS

1. Oppose budget cuts to, and support additional funding for, health and human services programs that provide necessary benefits and services to Travis County residents.

2. Support legislation and budgeting decisions that will fully fund necessary mental health services provided by county MHMR departments.

Juvenile and Criminal Justice

Mental Health

1. Support legislation that would provide funding and infrastructure to improve the availability and continuity of mental and physical health care between county jails and the community.
2. Support additional funding for both state-run mental health facilities and for counties to provide mental health services in their facilities.

Re-Entry Programs

1. Support legislation to enhance employment readiness and job opportunities for people with criminal histories.
2. Support legislation that would provide people with felony drug convictions the same access to food stamps as afforded other ex-offenders.
3. Support legislation that would promote kinship care for children whose parents are incarcerated to reduce the impact on the foster care system.

Jail Population Management

1. Support legislation to reduce or eliminate the financial and operational burdens of state-supervised offenders in county correctional facilities.
2. Support legislation to reimburse counties for all expenses incurred in housing state-supervised offenders such as parole violators.
3. Support legislation to allow for the release of technical parole violators on bond.
4. Support legislation to increase opportunities for the use of technology (e.g., GPS monitoring, SCRAM devices) in jail diversion strategies.

Indigent Defense

1.

Juvenile Justice

1.
2.

Pretrial Release on Personal Bonds

1. Oppose legislation that would eliminate local courts' discretion with respect to the use of personal bonds.

Mobility and Transportation Funding

1. Support increased funding for the Texas Department of Transportation for transportation and other mobility needs, including rail and mass transit.
2. Support a constitutional amendment to eliminate or reduce the diversion of Fund 6 money to other agencies.
3. Support legislation enabling counties, on a local option basis, to levy taxes or fees to support mobility infrastructure.

4. Support legislation to enable Travis County to levy a Transportation Project (Mobility) Fee to construct new and widen existing arterial roadways within the unincorporated areas.
5. Support legislation to enable Travis County to levy an impact fee upon new land development within the unincorporated area to pay for arterial roadway improvements serving the development.

Taxation, Revenues, Budget and Administration

1. Oppose legislation that would create unfunded mandates or divert county revenues.
2. Oppose legislation that would limit the County's ability to meet the needs of its citizens by artificially capping appraisal values or county revenues.
3. Support legislation that would allow counties to offer specialized retirement packages to early retirees.
4. Support constitutionally-based unfunded mandate protection for local governments that allows counties to opt out of a mandate until funding is provided.
5. Oppose legislation that would restrict the ability of counties to raise the revenues necessary to provide an adequate level of services to their citizens. Travis County opposes appraisal caps and revenue caps.
6. Support legislation authorizing appropriate use of public-private partnerships in funding for and utilization of publicly-owned and –controlled facilities.
7.

#29

Travis County Commissioners Court Agenda Request

Voting Session 9 November 2010 (Date) Working Session _____ (Date)

I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone: **854-5864**

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

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Ronnie Cruz, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B).

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

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

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

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. Planning and Budget Office (854-9106)

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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED COUNTY JUDGE'S OFFICE 10 OCT 29 PM 2:19

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.

#30

Travis County Commissioners Court Agenda Request

Voting Session 9 November 2010 (Date) Working Session _____ (Date)

I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone: **854-5864**

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

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Gabriel Sivells, Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B).

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

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

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

Danny Hobby 854-9367

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_____ Transfer of existing funds within or between any line item budget
_____ Grant

B. Human Resources Department (854-9165)

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

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 OCT 27 PM 2:27

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.

Agenda Item No._____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session_____ Special Voting Session: **November 10, 2010**

I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)

B. Requested Text:

CANVASS ELECTION RETURNS AND DECLARE RESULTS IN TRAVIS COUNTY FOR THE NOVEMBER 2, 2010 GENERAL ELECTION FOR FEDERAL, STATE, DISTRICT, AND COUNTY OFFICEHOLDERS

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).

SEE ATTACHED

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:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: November 2, 2010

RE: Agenda item request

CANVASS ELECTION RETURNS AND DECLARE RESULTS IN TRAVIS COUNTY FOR THE NOVEMBER 2, 2010 GENERAL ELECTION FOR FEDERAL, STATE, DISTRICT, AND COUNTY OFFICEHOLDERS.

.

ORDER CANVASSING ELECTION RETURNS AND DECLARING RESULTS IN TRAVIS COUNTY FOR THE NOVEMBER 2, 2010 GENERAL ELECTION FOR FEDERAL, STATE, DISTRICT, AND COUNTY OFFICEHOLDERS

By the Texas Governor's proclamation under Texas Election Code section 3.003 and by order issued from the Travis County Judge under section 3.004 of the same code, Travis County held a general election on Tuesday, November 2, 2010, to elect federal, state, district, and county officeholders. Now, under Texas Election Code chapter 67, the Travis County Commissioners Court is required to canvass the precinct election returns in Travis County, this date not being earlier than the 8th day or later than the 11th day after election day.

Accordingly, the sealed precinct election returns for each election precinct in Travis County have been delivered to a quorum of the Travis County Commissioners Court and have been opened and canvassed and the results tabulated for each candidate to show: (1) the total number of votes, including early voting votes, received in each election precinct in Travis County for the candidate; (2) the total number of voters in each election precinct who cast a ballot for the candidate; and (3) the sum of precinct totals tabulated for each candidate showing the total number of votes, including early voting votes, received for the candidate in all election precincts in Travis County in which the candidate appeared on the ballot. These results are shown in Exhibit A, which is incorporated into this order.

These actions taken, the Travis County Commissioners Court hereby declares the local canvass results and approves the county election returns for the November 2, 2010 General Election, as set forth in Exhibit A. The results will be delivered to the Texas Secretary of State for final canvass as directed or instructed by the Secretary of State, under Texas Election Code sections 67.007 and 67.009.

Be it so ordered on this, the 10th day of November, 2010.

_____
Honorable Samuel T. Biscoe
Travis County Judge

_____
Honorable Ron Davis
Commissioner, Precinct One

_____
Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Karen Huber
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

EXHIBIT A

Updated 11/5/2010, 1:20 p.m.

Agenda Item No. 1

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 9, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of September 14, September 21, September 28, and October 12, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

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

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

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

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

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

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, SEPTEMBER 14, 2010

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, September 14, 2010, at 1:39 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE INVOICE FROM THE WELLNESS BUDGET.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Eckhardt moved to approve the request. Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent (attended items 2, 3 and 4)
Director Davis	yes

Staff Note: The invoice is for $1,000 for 20 training sessions.

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON BROWN SANTA 5K RUN/WALK AND KIDS K, DECKER CHALLENGE HALF MARATHON AND WELLNESS FAIR AT TRAVIS COUNTY EXPOSITION CENTER DECEMBER 12, 2010.**

The Board heard from: Harvey L. Davis, Manager; Dan Mansour, Manager, Wellness Program; Roger El-Khoury, Director, Facilities Management and Dr. Hari Dhir, Medical Director of the Wellness Clinic

Motion: Director Davis moved to approve the request. Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The approve budget is $2,400; includes $1,100 for rent of Expo Center.

3. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE A SERVICE AGREEMENT WITH DR. GARY ELKINS IN CONJUNCTION WITH IMPLEMENTING A PILOT HYPNOSIS SMOKING CESSATION PROGRAM FOR TRAVIS COUNTY EMPLOYEES.**

The Board heard from: Harvey L. Davis, Dr. Hari Dhir, and Dan Mansour

Motion: Director Eckhardt moved to approve the Service Agreement.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

4. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RELEASE LIEN ON PROPERTY AT 8509 FM 969, AUSTIN, TEXAS 78724.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to approve the request.
Director Biscoe seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The motion was conditioned on Travis County approving a related item on its agenda. The item as approved later on the same day.

ADJOURN

The meeting was adjourned at 2:02 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, SEPTEMBER 21, 2010

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, September 21, 2010, at 1:50 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE BUDGET FOR FISCAL YEAR 2011.**

   The Board heard from: Harvey L. Davis, Manager

   Motion: Director Gomez moved to approve the budget.
   Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

   Staff Note: The invoice is for $1,000 for 20 training sessions.

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTOR MEETINGS OF AUGUST 17 AND AUGUST 24, 2010.**

   The Board heard from: Harvey L. Davis, Manager

   Motion: Director Gomez moved to approve the request.
   Director Huber seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:52 p.m.

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, SEPTEMBER 28, 2010

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, September 28, 2010, at 1:47 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MONTHLY INVOICES FROM DR. GARY ELKINS.**

   The Board heard from: Miguel Gonzalez, Sr. Financial Analyst

   Motion: Director Biscoe moved to approve the request. Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The first monthly invoice approved was for $625. Invoices for material, supplies, and travel will come to the Board for approval. Monthly service invoices will be paid by staff.

ADJOURN

The meeting was adjourned at 1:49 p.m.

_____

Ron Davis, Assist. Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, OCTOBER 12, 2010

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, October 12, 2010, at 1:43 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Margaret Gomez, Secretary. Ron Davis, Assistant Secretary was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.**

   The Board heard from: Harvey Davis, Manager

   Motion: Director Gomez moved to approve the request. Director Huber seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

   Staff Note: The payment is for $55,000.

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE THREE SERVICE AGREEMENTS RELATED TO THE WELLNESS PROGRAM.**

   The Board heard from: Harvey Davis, Manager; and Zetta Garnett, with Human Resources

   Motion: Director Gomez moved to approve the request. Director Huber seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

   Staff Note: The three agreements total $3,500.

ADJOURN

The meeting was adjourned at 1:46 p.m.

_____

Margaret Gomez, Secretary

Updated 11/5/2010, 1:20 p.m.

Agenda Item No. 2

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 9, 2010 Executive Session __
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve an invoice from Dr. Gary Elkins.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

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

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

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

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

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

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: November 9, 2010

TO: Board of Directors

FROM: Harvey L. Davis, Manager

SUBJECT: Wellness Program

Summary and Background Information:

We request approval to pay the attached invoice from Gary Elkins, Ph.D. for $1,445.00.

Dr. Hari Dhir, Medical Director of the Wellness Clinic, has reviewed the invoice and confirms that it is appropriate to pay.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Dr. Hari Dhir, Medical Director
Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Director

Updated 11/5/2010, 1:20 p.m.

INVOICE

INVOICE #: 002

From:
Gary Elkins, Ph.D.
2045 Oak Glen Drive
McGregor, Texas 76657
254-913-3026

To:
Harvey L. Davis
314 W. 11th Street, Room 540
Austin, Texas 78701
Tele: (512) 854-4743
Fax: (512) 854-4210
Cell: (512) 296-4607

FOR: Supplies

INDEPENDENT CONTRACTOR

DESCRIPTION	RATE	AMOUNT
CD players	10 at $17.00 each	$170.00
Smokerlizer	Kit and supplies	$1,195.00
Flat pack T-piece	Set of 5	$45.00
Disposable cardboard mouthpieces	One box	$35.00
	TOTAL	**$1,445.00**

** MAKE ALL CHECKS PAYABLE TO Gary Elkins

Updated 11/5/2010, 1:20 p.m.

Agenda Item No. 1

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 9, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Directors meetings of September 21, September 28, and October 12, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

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

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

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

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

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

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, SEPTEMBER 21, 2010

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, September 21, 2010, at 1:43 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE BUDGET FOR FISCAL YEAR 2011.**

   The Board heard from: Harvey L. Davis, Manager

   Motion: Director Biscoe moved to approve the budget.
   Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MINUTES OF BOARD OF DIRECTORS MEETINGS OF AUGUST 17 AND AUGUST 24, 2010.**

   The Board heard from: Harvey L. Davis, Manager

   Motion: Director Gomez moved to approve the request.
   Director Huber seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

3. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS: A. INTERLOCAL AGREEMENT WITH SOUTHEAST TEXAS HOUSING FINANCE CORPORATION; AND B.**

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIR'S CONTRACT SYSTEM ACCESS REQUEST FORM.

The Board heard from: Harvey L. Davis, Manager

Motion: Director Biscoe moved to approve the requests. Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

4. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INVOICE FOR PAYMENT OF REPAIR ESCROW RELATED TO THE NEIGHBORHOOD STABILIZATION PROGRAM.**

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Biscoe moved to approve the request. Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: The amount of the invoice is $500.

ADJOURN

The meeting was adjourned at 1:50 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, SEPTEMBER 28, 2010

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, September 28, 2010, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Margaret Gomez, Secretary was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INVOICE FOR PAYMENT OF REPAIR ESCROW RELATED TO THE NEIGHBORHOOD STABILIZATION PROGRAM.**

The Board heard from: Mike Gonzalez, Sr. Financial Analyst

Motion: Director Eckhardt moved to approve the request. Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	absent
Director Davis	yes

Staff Note: The amount of the invoice is $266.17

ADJOURN

The meeting was adjourned at 1:47 p.m.

_____

Ron Davis, Assistant Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, OCTOBER 12, 2010

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, October 12, 2010, at 1:41 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Margaret Gomez, Secretary. Ron Davis, Assistant Secretary was absent.

1. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to approve the payment.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

Staff Note: The amount of the invoice is $175,228.

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INVOICE FOR PAYMENT OF REPAIR ESCROW RELATED TO THE NEIGHBORHOOD STABILIZATION PROGRAM.**

The Board heard from: Harvey Davis, Manager

Motion: Director Huber moved to approve the request
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	absent

Staff Note: The amounts of the two invoices total $1,560.

ADJOURN

The meeting was adjourned at 1:43 p.m.

_____

Margaret Gomez, Secretary

Updated 11/5/2010, 1:20 p.m.

Agenda Item No. 2

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session November 9, 2010 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve invoice for legal services rendered.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

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___ Grant

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

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

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

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

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: November 9, 2010

TO: Board of Directors

FROM: Harvey L. Davis, Manager

SUBJECT: Invoice for legal services

Summary and Background Information:

The attached invoice for $1,200 represents legal services provided by Naman, Howell, Smith & Lee (Cliff Blount) with preparation of loan documents for the Neighborhood Stabilization Program.

I have carefully reviewed the invoice and believe that all services have been provided and the number of hours appears reasonable.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Director
Mike Gonzalez, Sr. Financial Analyst

NAMAN HOWELL
SMITH & LEE PLLC
ATTORNEYS AT LAW

September 15, 2010

8310 N. Capital of Texas
Highway, Suite 490
Austin, Texas 78731
(512) 479-0300
Fax (512) 474-1901

Offices in:
· Austin
· Fort Worth
· Harker Heights
· Temple
· Waco

www.namanhowell.com

Travis County Housing Finance Corporation
P.O. Box 1748
Austin, Texas 78767

STATEMENT

For Legal Services Rendered in connection with preparation of loan documents for down payment assistance forgivable loans for the following borrowers ($150 per file):

Home buyer	**Address**	**Close Date**
Debra Westbrook	12633 James Polk Stree, Manor	03/10/10
Jill Thompson	12829 Dwight Eisenhower Street	02/25/10
John Kim	15107 Nuttall	03/04/10
Christy Calloway	9308 Magna Carta Loop	06/18/10
Renee Sandlin	13041 Jelly Palm Trl	06/29/10
Lisa Perez	912 Sally Lunn Way	08/02/10
Jaime Torres	11500 Sunny Creek Lane	08/19/10
Ernesto Hernandez	1222 Miss Allisons Way	09/08/10

TOTAL DUE THIS STATEMENT $1200.00