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RECEIVED #
 COUNTY JUDGE'S OFFICE
 10 DEC -6 AM 9:08

Travis County Commissioners Court Agenda Request

Voting Session 12/14/10
 (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: Raceway Single Family Subdivision Section One Final Plat (A Small Lot Subdivision) (Resubdivision of Lots 24 and 25 Northridge Acres Number 2 Subdivision – 70 Lots – 14.039 Acres – Grand Avenue Parkway – Appropriate fiscal has been posted with the City of Austin – Water and sewage service to be provided by the City of Austin – City of Austin Extra-territorial jurisdiction (ETJ))

Approved by:


 Commissioner Sarah Eckhardt, Precinct Two

- 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 Chris Gilmore: 854-9455
Anna Bowlin: 854-7561 Paul Scoggins: 854-7619

- 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.

6

Travis County Commissioners Court Agenda Request

Voting Session 12/14/10
(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:

Alternative Fiscal Agreement for Raceway Single Family Subdivision Section One Final Plat (A Small Lot Subdivision).

Approved by:

Commissioner Sarah Eckhardt, Precinct Two

- 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).
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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

November 30, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director of Development Services 

SUBJECT: Raceway Single Family Subdivision Section One Final Plat (A Small Lot Subdivision), Precinct Two

PROPOSED MOTION:

Consider and take appropriate action on an item in Precinct Two:

Alternative Fiscal Agreement for Raceway Single Family Subdivision Section One Final Plat (A Small Lot Subdivision).

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision final plat consists of 70 total lots (67 residential small lots, two landscape lots, and one amenity center lot) on 14.039 acres. Six of the residential lots and a portion of the right-of-way are located within the previously-platted Northridge Acres No. 2 subdivision. The applicant proposes to resubdivide a portion of the Northridge Acres No. 2 subdivision, combined with unplatted property, into the Raceway Single Family Subdivision Section One Final Plat. There are 2,924 linear feet of public streets proposed with this final plat. Parkland fees in lieu of dedication have been paid to the City of Austin in the amount of \$18,298.81.

As this resubdivision final plat meets all Travis County standards and was approved by the City of Austin Zoning and Platting Commission on November 16, 2010, Single Office staff could recommend approval of the resubdivision. However, the developer of the subject subdivision **requests the Court take no action on the plat after the public hearing and to have the plat held in abeyance while street and drainage facilities are constructed under Travis County's Alternative Fiscal Policy.** Alternative fiscal in the amount \$769,604.00 is posted with the City of Austin. Staff recommends approval of the proposed motion.

Under Alternative Fiscal, the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Executive Manager authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of Alternative Fiscal.

Plat Status

The City of Austin Zoning and Platting Commission approved the final plat on November 16, 2010. The plat meets Travis County standards and has everything in place such that it could be recommended for approval at this time.

Revegetation/Erosion Control Fiscal

Alternative fiscal covering the costs of revegetation and erosion/sedimentation control in the amount \$769,604.00 is posted with the City of Austin.

Access to Publicly Maintained Road

The subdivision takes access from Grand Avenue Parkway, accepted for maintenance by the Travis County.

Waste Water Service

Water and wastewater service for this subdivision will be provided by the City of Austin.

ISSUES AND OPPORTUNITIES:

Notification

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

As part of the requirements for a plat resubdivision, a notice of public hearing letter was mailed on December 3, 2010, using certified mail to all owners of property within the original Northridge Acres No. 2 subdivision, and notice of public hearing sign will be placed on the subject property by December 8, 2010, to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

Waivers/Variances

The applicant has satisfied the requirements of Title 30 to be granted an administrative waiver to 30-2-34 (Balance of Tract) since the remainder of lots 24 and 25 are not included in this resubdivision final plat.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

Precinct map

Existing final plat

Proposed final plat

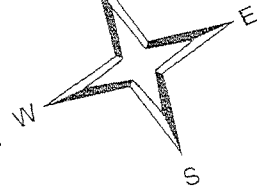
Resubdivision notification letter

Alternative Fiscal Agreement

AMB: mph

1105

TRAVIS
COUNTY
PRECINCT
MAP

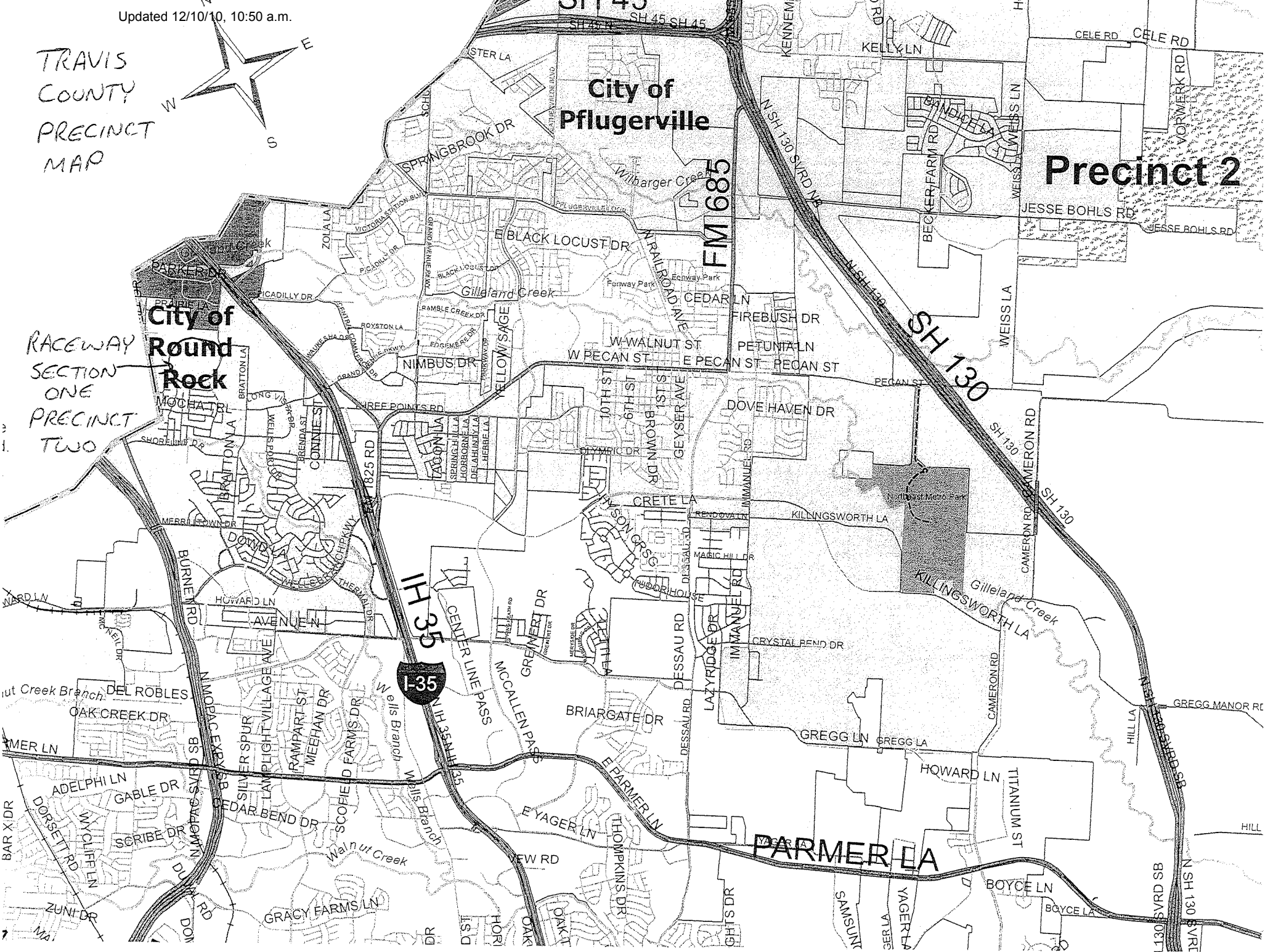


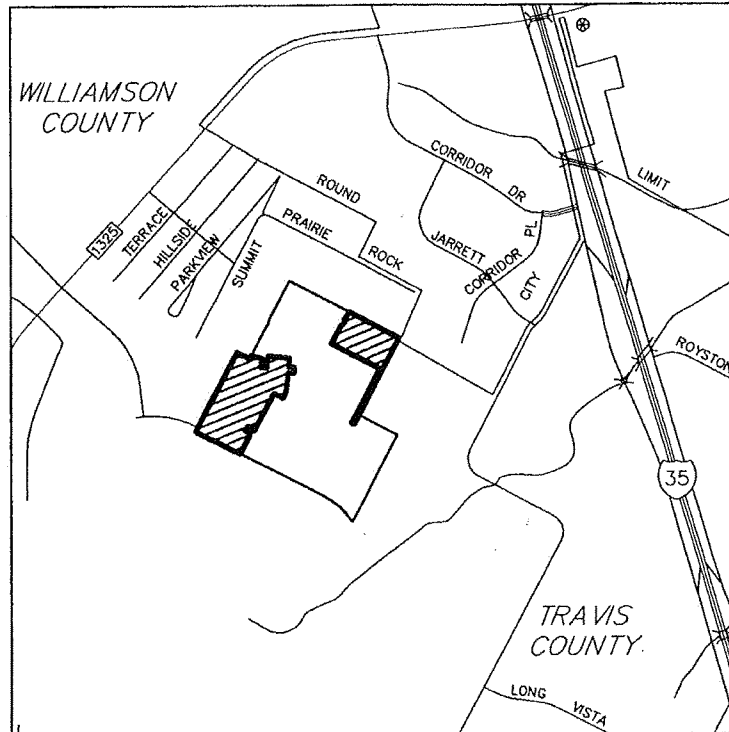
City of
Pflugerville

Precinct 2

City of
Round
Rock

RACEWAY
SECTION
ONE
PRECINCT
TWO





RACEWAY CROSSING

VICINITY MAP

JC JONES & CARTER, Inc.
ENGINEERS • PLANNERS • SURVEYORS
 Texas Board of Professional Engineers Registration No. F-439
 1701 Directors Blvd., Suite 400 Austin, Texas 78744 (512) 441-9493

SCALE: 1" = 2000'

DATE: 6/18/2009

JOB NO: A598-002

PROPOSED PLAT

RACEWAY SINGLE FAMILY SUBDIVISION SECTION ONE (A SMALL LOT SUBDIVISION) TRAVIS COUNTY, TEXAS

LOT TABLE	
DESCRIPTION	ACREAGE
SINGLE FAMILY LOTS	7.728 ACRES
AMENITY CENTER LOT	1.186 ACRES
LANDSCAPE LOTS	0.485 ACRES
GRAND AVENUE PARKWAY	1.419 ACRES
BELMONT STABLES LANE	0.313 ACRES
HAMPTON BUSS TRACE	1.119 ACRES
TRAVESIA WAY	1.086 ACRES
TRANQUIL LANE	0.703 ACRES
TOTAL RIGHT-OF-WAY	4.840 ACRES
TOTAL AREA	14.039 ACRES
TOTAL NO. OF LOTS	70

CURVE TABLE			
CURVE	RADIUS	ARC	CHORD
C1	278.00'	82.48'	62.35'
C2	222.00'	84.82'	84.31'
C3	208.00'	50.24'	50.12'
C4	5.00'	8.38'	7.43'
C5	5.00'	7.33'	6.69'
C6	272.00'	106.52'	106.84'
C7	328.00'	67.42'	67.30'
C8	15.00'	24.91'	22.15'
C9	40.00'	18.48'	18.42'
C10	60.00'	18.69'	18.62'
C11	25.00'	39.52'	35.54'
C12	25.00'	39.01'	35.17'
C13	60.00'	18.43'	18.36'
C14	40.00'	12.29'	12.24'
C15	15.00'	22.21'	20.24'
C16	972.00'	87.53'	87.50'
C17	972.00'	17.04'	17.04'
C18	972.00'	70.49'	70.48'
C19	5.00'	7.85'	7.07'
C20	15.00'	21.36'	19.60'
C21	51.00'	231.91'	77.84'
C22	60.00'	51.96'	50.35'
C23	60.00'	41.79'	40.95'
C24	60.00'	63.80'	60.84'
C25	60.00'	43.01'	42.10'
C26	60.00'	64.91'	61.79'
C27	60.00'	7.38'	7.36'
C28	5.00'	4.64'	4.47'
C29	50.00'	146.45'	99.44'
C30	5.00'	4.64'	4.47'
C31	50.00'	46.59'	44.93'
C32	50.00'	46.60'	44.93'
C33	50.00'	45.07'	43.56'
C34	50.00'	8.18'	8.18'
C35	5.00'	7.85'	7.07'
C36	5.00'	7.85'	7.07'
C37	5.00'	7.33'	6.69'
C38	5.00'	8.38'	7.43'
C39	15.00'	22.21'	20.24'
C40	328.00'	162.60'	161.14'
C41	328.00'	30.13'	30.12'
C42	328.00'	132.67'	131.77'
C43	5.00'	7.85'	7.07'
C44	5.00'	7.85'	7.07'
C45	272.00'	135.01'	133.63'
C46	272.00'	28.38'	28.37'
C47	272.00'	63.44'	63.30'
C48	272.00'	40.58'	40.64'
C49	272.00'	2.50'	2.50'
C50	15.00'	24.91'	22.15'
C51	1028.00'	92.57'	92.54'
C52	1028.00'	89.49'	89.46'
C53	1028.00'	3.09'	3.09'
C54	5.00'	7.85'	7.07'
C55	25.00'	26.86'	25.59'
C56	272.00'	49.94'	49.97'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 27°27'19" E	36.47'
L2	S 60°58'25" E	43.60'
L3	N 89°01'35" E	56.00'
L4	N 00°58'25" W	43.60'
L5	S 02°01'35" W	43.27'
L6	S 84°58'25" E	56.00'
L7	S 00°58'25" E	56.00'
L8	S 89°01'35" W	6.94'
L9	S 05°01'35" W	6.94'
L10	N 84°58'25" W	56.00'
L11	S 27°32'47" W	28.17'
L12	N 57°22'30" W	22.65'
L13	S 32°37'30" W	56.00'
L14	S 27°27'55" W	27.07'
L15	S 09°36'54" W	29.97'
L16	S 27°27'55" W	11.79'
L17	S 63°07'09" E	50.00'
L18	N 27°27'55" E	12.62'
L19	N 45°04'04" E	30.81'
L20	N 27°27'55" E	34.95'
L21	N 57°22'30" W	12.07'
L22	S 27°27'55" W	3.85'
L23	S 05°01'35" W	50.21'
L24	N 57°22'30" W	30.42'
L25	N 00°58'25" W	36.97'
L26	N 00°58'25" E	36.97'
L27	N 57°22'30" W	4.31'
L28	N 14°38'13" E	40.00'
L29	N 00°58'25" W	42.78'
L30	S 57°22'30" E	22.65'



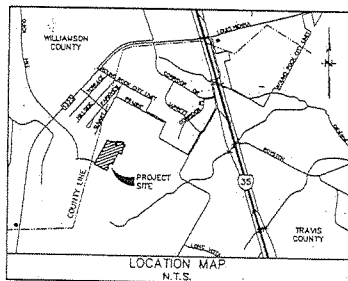
LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET W/CAP
- STAMPED "TERRA FIRMA"
- CONCRETE MONUMENT SET
- RECORD INFORMATION
- SIDEWALK

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.000116368.

STREET NAMES	R.O.W. WIDTH	CENTERLINE LENGTH
GRAND AVENUE PARKWAY	114 FT.	452 FT.
BELMONT STABLES LANE	56 FT.	323 FT.
HAMPTON BUSS TRACE	56 FT.	697 FT.
TRAVESIA WAY	VARIES	924 FT.
TRANQUIL LANE	56 FT.	528 FT.
TOTAL		2,924 FT.



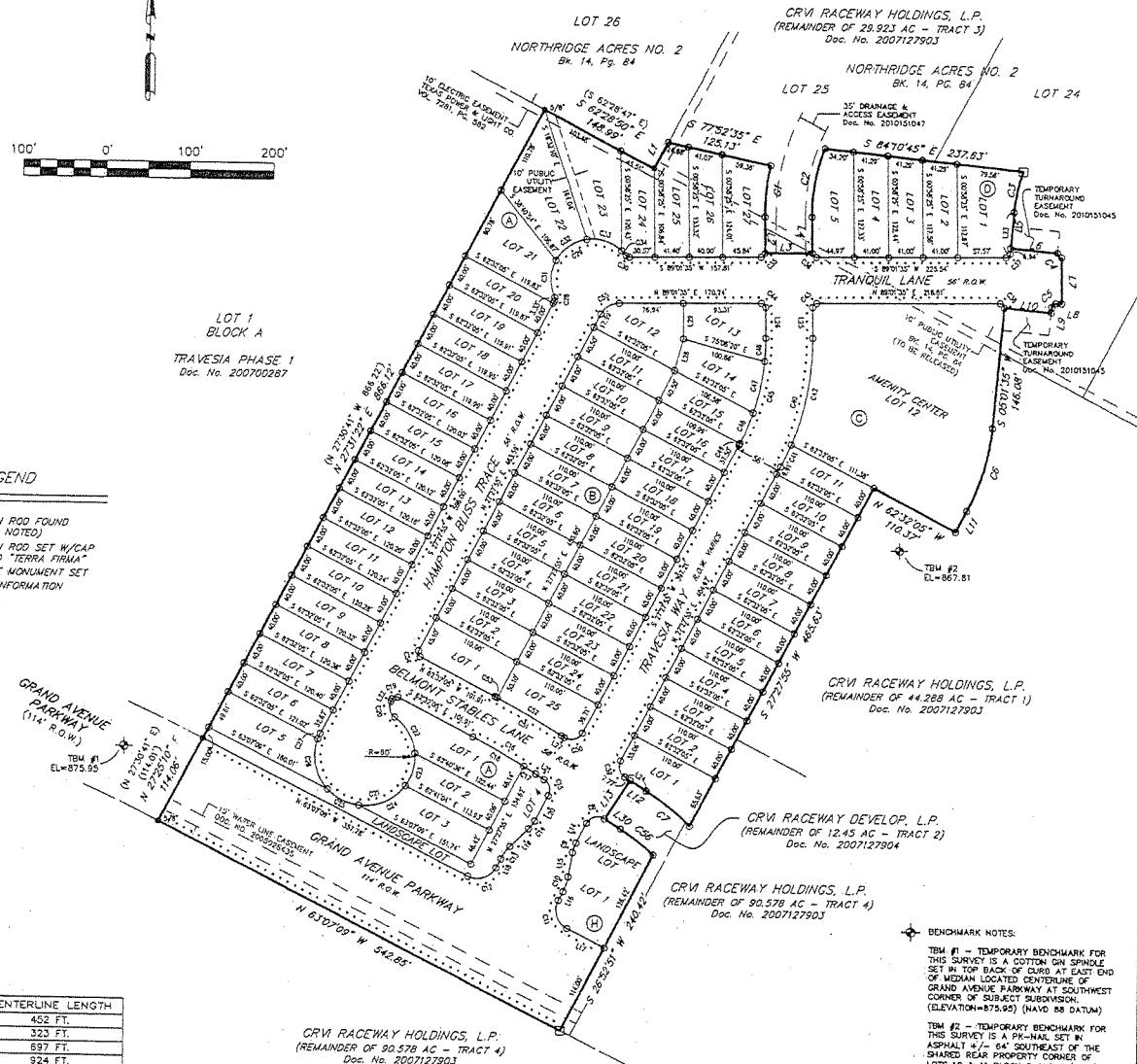
SURVEYOR:

terra firma

LAND SURVEYING

1701 Directors Boulevard, Suite 400 • Austin, Texas 78744 • 512/328-6573 • Fax 512/445-2286

ENGINEER:

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
1701 DIRECTORS BLVD, STE. 400
AUSTIN, TEXAS 78744
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

BENCHMARK NOTES:

BM #1 - TEMPORARY BENCHMARK FOR THIS SURVEY IS A COTTON GIN SPINDLE SET IN TOP BACK OF CURB AT EAST END OF MEDIAN LOCATED CENTERLINE OF GRAND AVENUE PARKWAY AT SOUTHWEST CORNER OF SUBJECT SUBDIVISION. (ELEVATION=875.95) (NAVD 88 DATUM)

BM #2 - TEMPORARY BENCHMARK FOR THIS SURVEY IS A PIVOTAL SET IN ASPHALT +/- 64' SOUTHEAST OF THE SHARED REAR PROPERTY CORNER OF LOTS 10 & 11 BLOCK 5 AND +/- 71' SOUTHWEST OF THE MOST SOUTHERLY PROPERTY CORNER OF LOT 12 BLOCK 5. (ELEVATION=867.81) (NAVD 88 DATUM)

SHEET 1 OF 2

FILE: J:\Projects\A598\002\Survey\Drawing Files\Final Plat - Sec 1	
J:\Projects\A598\002\Survey\Point Files\0A598-Final Plat Sec. 1.crd	
JOB NO: 0A598-002-00/300	DRAWN BY: MSC
DATE: June 14, 2010	CHECKED BY: JON
SCALE: 1"=100'	REVISED: October 26, 2010

RACEWAY SINGLE FAMILY SUBDIVISION SECTION ONE (A SMALL LOT SUBDIVISION)

COA CASE NO.: CBJ-2010-0036.1A

RACEWAY SINGLE FAMILY SUBDIVISION SECTION ONE

(A SMALL LOT SUBDIVISION)

TRAVIS COUNTY, TEXAS

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

That, Pulte Homes of Texas, L.P., a Texas limited partnership, acting herein by and through Pulte Nevada I LLC, a Delaware limited liability company, its General Partner, by Brent Baker, Vice President of Land, owner of 14,039 acres of land out of the George W. Spear Survey No. 100, Travis County, Texas, as conveyed to it by special warranty deed recorded in Document No. 2010-14039 of the Official Public Records of Travis County, Texas, does hereby subdivide said 14,039 acres, 1,220 acres out of said 14,039 acres being a portion of Lots 24 and 25, Northridge Acres No. 2, a subdivision as recorded in Book 84, Page 84 of the Plat Records of Travis County, Texas, said 1,220 acres having been approved for resubdivision pursuant to Section 212.074 of the Texas Local Government Code, does hereby resubdivide said 1,220 acres and subdivide 12,819 acres of land in accordance with the plat shown hereon, to be known as RACEWAY SINGLE FAMILY SUBDIVISION SECTION ONE (A SMALL LOT SUBDIVISION), and does hereby dedicate to the public the use of the streets and easements shown hereon subject to any easements, covenants or restrictions heretofore granted and not released.

WITNESS MY HAND, this the _____ day of _____, 20____ A.D.

Pulte Homes of Texas, L.P., a Texas limited partnership
1501 Sun City Blvd.
Georgetown, TX 78633

By: Brent Baker, Vice President of Land
Pulte Nevada I, LLC, a Delaware limited liability company
its General Partner

STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name _____
My Commission Expires: _____

I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat complies with Title 30 of the Austin City Code as amended, is true and correct to the best of my knowledge, and was prepared from an actual survey of the property made under my supervision on _____

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date 10/26/2010

TERRA FIRMA LAND SURVEYING
1701 Directors Blvd., Suite 400
Austin, Texas 78744

FLOOD PLAIN NOTE:

No portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) #48453C0260H, Travis County, Texas, dated September 26, 2008, Community #481026.

I, Gensong N. Perry, 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 Title 30 of the Austin City Code as amended and is true and correct to the best of my knowledge.

Gensong N. Perry
Registered Professional Engineer No. 99300
Date 10/26/2010

JONES & CARTER, INC.
1701 Directors Blvd., Suite 400
Austin, Texas 78744

This subdivision is within the 2-mile extraterritorial jurisdiction of the City of Austin, Texas, as of this the _____ day of _____, 20____ A.D.

ACCEPTED AND AUTHORIZED FOR RECORD by the Director, Planning and Development Review Department, City of Austin, Travis County, Texas, this the _____ day of _____, 20____ A.D.

Greg Guernsey, Director
Planning and Development Review Department

ACCEPTED AND AUTHORIZED FOR RECORD by the Zoning and Platting Commission of the City of Austin, Texas, this the _____ day of _____, 20____ A.D.

Chairperson

Secretary

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 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 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 _____, 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

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 _____, 2010, A.D., at _____ o'clock _____ M., and duly recorded on the _____ day of _____, 20____ A.D., at _____ o'clock _____ M., in the Official Public Records of said County and State in Document No. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the _____ day of _____, 20____ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

NOTES:

1. This subdivision is located within the Gillespie Creek Watershed and the Rattan Creek Watershed, both classified as suburban.
2. In a suburban watershed, water quality controls are required for new development in accordance with the environmental criteria manual of the City of Austin Land Development Code.
3. All streets, drainage and sidewalks shall be constructed and installed to Travis County standards, water and wastewater lines and erosion controls shall be constructed and installed to City of Austin standards.
4. Prior to construction on lots in this subdivision, drainage plans will be submitted to the City of Austin and Travis County for review. Rainfall runoff shall be held to the amount existing at undeveloped status by ponding or other approved method.

NOTES (cont.):

5. All drainage easements on private property shall be maintained by the property owner or assigns.
6. Property owner and/or his/her assigns shall provide for access to drainage easements as may be necessary and shall not prohibit access by Travis County or other governmental authorities for inspection or maintenance of said easement.
7. Enclosed storm sewer pipes will be located in drainage easements a minimum of 15 feet wide. Easements for open channels shall be a minimum of 25 feet wide.
8. Erosion/Sedimentation controls are required for all construction on each lot pursuant to LDC section 30-5-181, and the Environmental Criteria Manual. It shall be the responsibility of the lot owner/builder to install and maintain temporary erosion controls (silt fence), revegetation and tree protection for all disturbed areas during the period of construction until disturbed areas are adequately stabilized against erosion pursuant to the City of Austin Land Development Code.
9. All disturbed areas within each phase of this project shall be revegetated and all permanent erosion/sedimentation controls completed prior to the issuance of occupancy permits for that phase. Temporary E/S controls shall be adjusted as needed prior to this release to ensure that subsequent phase disturbed areas are adequately covered. Additionally, any area within the limits of construction of the project which is not adequately revegetated shall be brought into compliance prior to the release of the final phase.
10. The owner/developer of this subdivision/lot is responsible for providing the subdivision infrastructure, including water and wastewater improvements, offsite main extensions, and system upgrades.
11. Water and wastewater service shall be provided by the City of Austin. No lot in this subdivision shall be occupied until the building is connected to the City of Austin's water and wastewater systems.
12. The water and wastewater utility system serving this subdivision must be in accordance with the city design criteria and standards. The water and wastewater utility plan must be reviewed and approved by the Austin water utility. The water and wastewater utility construction must be inspected by the city.
13. Electric service will be provided by Oncor Electric Delivery. Telephone service will be provided by AT&T.
14. This subdivision will be designed in accordance with Land Development Code Section 30-2-232.
15. All corner lots shall be a minimum 4,500 square feet.
16. The owner of this subdivision, and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Austin. The owner understands and acknowledges that plat vacation or replatting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
17. No construction or placement of structures including buildings, sheds, pools, landscaping or gardens is allowed within a critical environmental feature buffer zone per the City of Austin's Land Development Code.
18. Maintenance of the water quality controls required above shall be according to City of Austin standards.
19. Water quality controls are required for all development with impervious cover in excess of 20% of the Net Site Area of each lot pursuant to Land Development Code Section 30-5-211.
20. This project is not located over the Edward's Aquifer Recharge Zone.
21. Travis County Development Permit is required prior to site development.
22. No objects, including, but not limited to, buildings, fences or landscaping shall be allowed in a drainage easement except as approved by Travis County (and other appropriate jurisdictions).
23. This subdivision will utilize offsite storm water conveyance, detention, and water quality controls. The offsite storm sewer line is within a drainage easement recorded in Document No. 2010151047 and water quality pond is within a drainage easement recorded by separate instrument Document No. 2010151048 of the Official Public Records of Travis County, Texas, and will be constructed with the subdivision infrastructure.
24. By approving this plat, the City of Austin assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of lots in this subdivision is the responsibility of the developer and/or owners of the lots being occupied. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals, and/or certificates of occupancy.
25. Lot 4, Block A, Lot 12, Block C, and Lot 1, Block H are restricted to non-residential uses and will be owned and maintained by the homeowners' association and/or his/her assigns.
26. A ten foot (10') Public Utility Easement (PUE) is hereby dedicated adjacent to all right-of-way.
27. A waiver to Title 30-2-34(B) was granted by staff on October 11, 2010.

SHEET 2 OF 2

FILE: J:\Projects\A598\002\Survey\Drawing Files\Final Plat - Sec 1			
J:\Projects\A598\002\Survey\Point Files\QAS58-Final Plat Sec. 1.crd			
JOB NO:	QAS58-002-00/500	DRAWN BY:	MSC
DATE:	June 14, 2010	CHECKED BY:	JON
SCALE:	1"=100'	REVISED:	October 26, 2010

**RACEWAY SINGLE FAMILY
SUBDIVISION SECTION ONE
(A SMALL LOT SUBDIVISION)**

SURVEYOR:

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 - Austin, Texas 78744 512/328-8373 Fax 512/445-2286

ENGINEER:

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439

1701 DIRECTORS BLVD., STE. 400
AUSTIN, TEXAS 78744
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

Exhibit 82.401 (D)
(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge – page 2 of 4

Executed this 17th day of November, 2010.

OWNER: Pulte Homes of Texas, L.P.
a Texas limited partnership

By: [Signature]

Name: Brent Baker

Title: Vice President of Land
Authorized Representative

12301-B Riata Trace Pkwy, Building 2

Address

Austin Tx 78727

City, State

(512) 795-0190

Phone

(512) 532-3356

Fax

ACKNOWLEDGEMENT

STATE OF TEXAS §

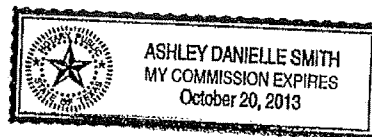
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of NOV., 2010, by
Brent Baker in the capacity stated herein.

[Signature]

Notary Public in and for the State of Texas

Ashley Danielle Smith
Printed or typed name of notary



My Commission Expires: 10/20/2013

Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge – page 3 of 4

Alternative Fiscal

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS, §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 2010, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary
My commission expires: _____

Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge – page 4 of 4

SAMPLE EXHIBIT "A" OR FIELD NOTES

Alternative Fiscal

EXHIBIT "A"

That certain tract of land described as _____
subdivision is _____ acres, being a portion of that same tract of land described in
Volume _____, Page _____ or Document No. _____ of the Real
Property Records of Travis County, Texas, as delineated on a plat under the same name which
will be held in abeyance until approval is granted by the Travis County Commissioners' Court.



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

November 30, 2010

Subject: Raceway Single Family Subdivision Section One (A Small Lot Subdivision)

Dear Property Owner:

CR VI Raceway Holdings, L.P. and CR VI Raceway Develop, L.P. owners of the above referenced property, have requested that the Commissioners Court of Travis County approve a request to revise the plat of their real property, which includes lots 24 and 25 of the Northridge Acres No. 2 Subdivision. 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 December 14, 2010, before the Commissioners Court. The application is entitled:

Receive comments regarding a plat for recording: Raceway Single Family Subdivision Section One Final Plat (Resubdivision of Lots 24 and 25 Northridge Acres Number 2 Subdivision – 70 Lots – 14.039 Acres – Grand Avenue Parkway – Appropriate fiscal has been posted with the City of Austin – Water and sewage service to be provided by the City of Austin – City of Austin Extra-territorial jurisdiction (ETJ)).

In this case, the applicant is proposing to final plat 14.039 acres, 1.22 acres of which is part of lots 24 and 25 Northridge Acres No. 2 Subdivision, into a 70 lot single family subdivision. This application has met all of City of Austin/Travis County Single Office requirements, has been approved by the City of Austin Zoning and Platting Commission, and barring any new information, staff will recommend its approval at the public hearing.

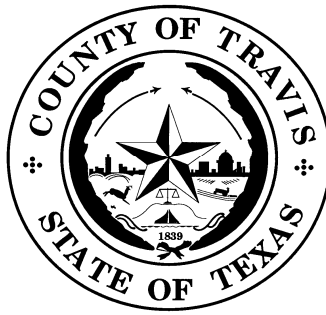
You have the opportunity to offer testimony regarding this proposed resubdivision at the public hearing. Public hearings are held in the Commissioners Courtroom in the Travis County Administration Building, 314 W. 11th Street, 1st Floor. The sessions are on Tuesday and begin at 9:00 A.M. Should you require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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Hettenhausen", is written over a horizontal line.

Michael Hettenhausen
Planner, Development Services

Resolution



RESOLUTION SUPPORTING LEGISLATION TO CREATE A BEVERAGE CONTAINER RECYCLING REFUND PROGRAM IN THE STATE OF TEXAS

WHEREAS, beverage containers and packaging make up approximately 31% of the waste stream nationally;

WHEREAS, beverage container waste is a major source of pollution in Travis County's roadways and waterways, with taxpayers bearing the brunt of the cleanup cost;

WHEREAS, beverage container recycling refund systems provide consumers with a financial incentive to recycle containers and reduce discards in neighborhoods, roadways and waterways;

WHEREAS, beverage container recycling refund systems complement existing curbside and other local recycling programs and increase recycling rates;

WHEREAS, properly designed beverage container recycling refund systems create industrial and job growth in the collection, hauling, processing and remanufacturing of recyclable materials;

WHEREAS, states with laws for recycling refund systems for beverage containers have recycling rates of 70-80% overall, which decreases the total volume of waste headed to Texas landfills and incinerators;

WHEREAS, recycling refund systems for beverage containers can promote funding for charities and schools; and

WHEREAS, laws for recycling refund systems for beverage containers establish convenient collection for consumers throughout the State.

NOW, THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court urges the Texas Legislature to pass legislation to establish a recycling refund system for beverage containers.

ADOPTED THIS, THE 14TH DAY OF DECEMBER, 2010.

SAMUEL T. BISCOE
Travis County Judge

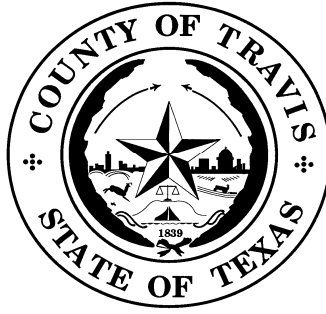
RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

Resolution



Whereas, discarded electronic products, including televisions, computers and cell phones, contain toxic materials that can pose hazards to human health;

Whereas, the State of Texas passed electronics takeback legislation in 2007 that covers computers but does not include televisions or other electronic products;

Whereas, Texas lawmakers passed a television recycling bill in June 2009, but was vetoed by Gov. Rick Perry;

Whereas, the federally mandated switch from analog to digital television signal on June 12th, 2009 rendered millions of analog televisions obsolete;

Whereas, millions of obsolete televisions containing lead and other heavy metals making their way to Texas landfills could prove environmentally unsafe and fiscally unsound;

Whereas, television recycling is an unregulated business and non-working televisions are often exported to developing countries wherein they are illegally dumped or disassembled by unprotected workers directly exposed to toxic materials;

Whereas, the cost incurred by Travis County for disposal of products that contain toxic material and are not easily recyclable, particularly electronics, are in effect taking away funding that could easily be spent on other recycling programs;

Whereas, efforts to educate the general public about producer takeback recycling programs should not fall solely on municipal and county governments; and

Whereas, requiring electronics producers to implement takeback recycling programs will shift the burden of disposal costs for electronic products from local ratepayers back to the producers, internalize the cost associated with such a program, and give producers a market incentive to design products that are more durable, recyclable and less toxic.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT WILL CONTINUE TO PROMOTE RECYCLING COLLECTION PROGRAMS UNTIL THERE IS AN ACCEPTABLE SOLUTION THAT WILL PROTECT PUBLIC HEALTH, THE ENVIRONMENT AND TAX PAYER DOLLARS.

SIGNED AND ENTERED THIS 14th DAY OF DECEMBER, 2010.

SAMUEL T. BISCOE
Travis County Judge

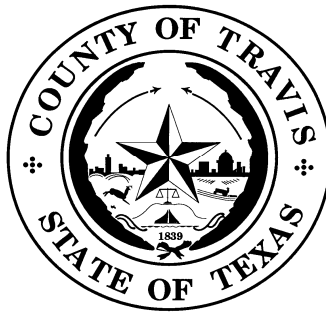
RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

Resolution



Whereas, mercury-containing products, such as fluorescent lighting (including compact fluorescent bulbs or CFLs) and mercury home thermostats contain 5 milligrams to 3,000 milligrams of the heavy metal, respectively;

Whereas, mercury from these products can be released into the environment during various stages of the product life cycle including production, transportation, manufacturing, use, and disposal and should be kept out of Texas landfills and incinerators;

Whereas, once mercury is released into the air, soil or water, microorganisms transform it into organic forms which are highly toxic to humans and wildlife;

Whereas, infants and children are most susceptible to nervous system damage from mercury, including deafness, blindness, mental retardation and cerebral palsy;

Whereas, currently, local governments are financially responsible for the proper disposal of certain mercury-containing products through existing Household Hazardous Waste programs;

Whereas, having producers fund and manage the collection system for mercury-containing products is in line with an overall framework for an Extended Producer Responsibility (EPR) system where manufacturers are accountable for recovering their obsolete products from consumers, recycling those products properly and covering the costs of the end-of-life disposal;

Whereas, manufacturer-based CFL and home thermostat takeback programs can create new jobs in the recycling and processing industries; and

Whereas, manufacturer-based takeback laws should be designed to establish convenient collection for consumers throughout the state.

NOW THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT HEREBY OFFERS THIS RESOLUTION IN SUPPORT OF STATE LEGISLATION TO ESTABLISH A RECYCLING TAKEBACK PROGRAM FOR MERCURY CONTAINING PRODUCTS.

SIGNED AND ENTERED THIS 14th DAY OF DECEMBER, 2010.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 14, 2010

- I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
Phone #: 854-9591
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON APPROVING AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____
- _____
- _____
- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item
- _____ Grant
- Human Resources Department (854-9165)
- _____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- _____ Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: December 14, 2010

Subject: **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

The KBDI in Travis County is currently 500 and is increasing at a rate of 15 to 20 points per week. With no significant rainfall, we are predicted to be in the 500-600 range within the next two weeks. The current drought monitors indicate that Travis County is very dry and has an increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at current levels. The Office of Emergency Management and the Fire Marshal's Office recommend that Travis County Commissioners Court consider approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on January 12, 2011 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 14th DAY OF DECEMBER 2010.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 14, 2010

- I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
 Phone #: 854-9591
 (Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF THE SALE OR USE OF RESTRICTED FIREWORKS IN THE UNINCORPORATED AREA OF TRAVIS COUNTY.
- C. Approved by: _____
 Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

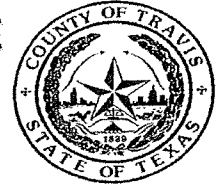
County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: December 14, 2010

Subject: **Order Prohibiting the Sale or Use of Restricted Fireworks in the Unincorporated Area of Travis County**

Due to the lack of significant rainfall, Travis County has been designated as being in a "high fire danger" category. Due to the dry fuel conditions and increased safety concerns for fire fighters and the residents of Travis County, The Fire Marshal's Office recommends approval of the attached "Order Prohibiting the Sale or Use of Restricted Fireworks" in the Unincorporated Area of Travis County.

Under Section 352.051 (a) (1) of the Local Government Code, the Court may prohibit the sale or use of restricted fireworks in the unincorporated area of the county if the Texas Forest Service has determined that drought conditions exist on average in the county. The Texas Forest Service (TFS) is directed to determine if drought conditions exist through the use of Keetch-Byram Drought Index (KBDI) or other comparable measurements. Under Section 352.051 (a) (1) of the Local Government Code "drought conditions" means the existence immediately proceeding or during the fireworks season of a Keetch-Byram Drought Index of 575 or greater.

Travis County had a KBDI reading of 514 on December 6, 2010. The Commissioners Court must approve an order prohibiting the use of restricted fireworks by December 14, 2010, to make the order effective for December 20, 2010. The order will remain in effect until drought conditions have ended or the order is lifted by Commissioners Court.

Thank you.

COUNTY OF TRAVIS §

§

STATE OF TEXAS §

**ORDER PROHIBITING
SALE AND USE OF RESTRICTED FIREWORKS**

WHEREAS, Section 352.051 of the Local Government Code provides that the commissioners court of a county by order may prohibit the sale or use of restricted fireworks in the unincorporated area of the county if the Texas Forest Service has determined that drought conditions exist on average in the county; and,

WHEREAS, the Texas Forest Service has determined that drought conditions exist on average in Travis County;

NOW, THEREFORE, it is ORDERED that the sale and the use of "restricted fireworks", as defined in Section 352.051(a)(1) of the Local Government Code, are prohibited in all of the unincorporated areas of Travis County. Pursuant to Section 352.051(a)(1) of the Local Government Code, "Restricted fireworks" means those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition) as "skyrockets with sticks" and "missiles with fins."

A person commits an offense if he knowingly or intentionally sells or uses restricted fireworks in the unincorporated area of Travis County. In accordance with Section 352.051 of the Local Government Code, a person who knowingly or intentionally sells or uses restricted fireworks in violation of this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current drought conditions by curtailing the sale and use of restricted fireworks, which purpose is to be taken into account in any enforcement action based upon this order.

This Order Prohibiting the Sale and Use of Restricted Fireworks shall expire upon the earlier of (1) an order by the Travis County Commissioners Court lifting this Order Prohibiting the Sale and Use of Restricted Fireworks, or (2) a determination by the Texas Forest Service that drought conditions no longer exist on average in Travis County.

ORDERED THIS 14th DAY OF DECEMBER, 2010.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

Travis County Commissioners Court Agenda RequestVoting Session: 12/14/10
(Date)

Work Session: _____

I. A. Request made by: Joseph P. Gieselman Phone #: 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County AttorneyB. Requested Text:
Consider and take appropriate action on the TNR Road and Bridge Fiscal Year 2010-11 Workplan.C. Approved by: _____
County Judge and Commissioners' Court

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

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

Don Ward - 854-9383

David Greear -854-9383

Howard Herrin -854-9383

Scott Lambert - 854-9383

Geena Rohan -854-9383

Jessica Rio-PBO -854-4455

Cynthia McDonald -854-4239

Charles Bergh -854-9408

Roger El Khoury -854-4579

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Policy and Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

December 3, 2010

MEMORANDUM

TO: Members of the Commissioners' Court
Planning & Budget Office

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Donald W. Ward, P.E., Director Road Maintenance and Fleet Services

SUBJECT: Consider and take appropriate action on the TNR Road Maintenance Fiscal Year 2010-2011 Workplan.

Proposed Motion:

Consider and take appropriate action on the TNR Road Maintenance Fiscal Year 2010-2011 Workplan.

Summary and Recommendation:

TNR staff compiled the proposed FY 2010-2011 Workplan based on the recommendations of the 2010 Pavement Condition Survey Report prepared by IMS, updated pavement management conditions by Road Maintenance personnel, field review of the projects and constituent requests. The project lists were inspected in the field by TNR Road Maintenance staff to ensure the recommended treatments were appropriate and, if deemed necessary, modifications were made to the list based on the field inspection, maintenance history, and proximity.

During the later part of FY 2008 through FY 2010, the rising cost of asphalt and the significant drop in Road and Bridge revenues have dramatically impacted the operations of Road Maintenance in that a reduction would be necessary in the future mileage of roadways/projects that are routinely maintained by overlays, surface treatments and reconstruction. Road Maintenance has been able to maintain the Court mandated 75% of Arterials in "Good to Fair" condition and 70% of all other roadways in "Good to Fair" condition at the present time. However, within the next 3-5 years this current mileage will not be adequate to maintain the Court mandated percentages.

Additionally, for the past several years the Eastern portion of Travis County has experienced dramatic developmental growth and the construction of SH 130. Unfortunately the impact of these two conditions has had a major impact on the roadway system in this area of the County.

Road Maintenance staff has analyzed a corridor five miles on either side of SH 130 and have found a significant lowering of the Overall Condition Index (OCI) which rates the condition of the roadway based upon numerous deterioration parameters. The roadway system is experiencing a decrease in numerous areas from "Good to Fair" to "Marginal to Poor" in 2 years or less. Significant resources have been spent and will need to be expended in this corridor to maintain the "Good to Fair" condition.. As part of TNR's FY 2010-2011 Workplan, Road Maintenance will be continue utilizing Alternative Paving Techniques including the use of recycled asphalt, asphalt rejuvenation and edge/shoulder repair to achieve extended longevity, reduce unsafe roadway conditions and to improve the overall OCI for many roadways throughout the County.

Budgetary and Fiscal Impact:

The most recent unit costs for each category of roadway improvement was used to prepare the lists based on the Court approved budget for that category for FY 2010-2011.

Issues and Opportunities:

Because current estimated costs are based on last year's project costs, TNR is not currently recommending that any potential savings be used for other projects until the true savings are realized.

Background:

In December 2010, IMS submitted its final report for the 2010 Pavement Condition Survey of all Travis County roads to the Court. TNR extracted the proposed FY 2010-2011 paving list from the recommended five-year paving Plan. Although the list is project specific, the recommendations are primarily at the network level, and therefore, must be field verified, and checked against the county's maintenance history database. As a result, TNR staff had to make modifications to the list by deleting and adding projects based on priority. The proposed list includes approximately 64 miles of Surface Treatment, 10 miles of Reconstruction/Rehabilitation, 40 miles of HMAC Overlay, 26 miles of Asphalt Rejuvenation, 30 miles of Edge/Shoulder repair, various Drainage projects and numerous Pedestrian Way (sidewalk) projects.

cc: Charles Bergh, TNR
Roger El Khoury
Donna Williams-Jones, TNR
Central File

**TRANSPORTATION
&
NATURAL RESOURCES
DEPARTMENT**

ROAD MAINTENANCE



FY 2011

**WORK PLAN*
&
PROGRAM OBJECTIVES**

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

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Road Maintenance Program Structure

The Road Maintenance Division will assign resources in program areas to respond and complete customer requests and to meet annual work plan objectives. Resources will be assigned to core or countywide elements at each service center to perform maintenance, or services for roadways, right-of-ways, traffic control, and customer service issues.

Roadway Maintenance Program

Roadway Elements

4105 - Roadway Reconstruction/Rehabilitation.	County Wide Element
4110 - Paving (Surface Treatment).	County Wide Element
4111 - Edge and Shoulder Restoration.	County Wide Element
4112 - Roadway Patching & Crack Sealing.	Core Element
4114 - HMAC Overlay/Alternative Paving Treatment.	Contracted Services
4128 - Pedestrian Way Maintenance (Sidewalks and Trails).	County Wide Element/ Contracted Services

Right-of-Way Maintenance Program

ROW Elements

4120 - Secondary Drainage Maintenance.	Core Element
4121 - Drainage Structure Rehabilitation.	Core Element
4125 - Mowing, Brush & Vegetation Control.	Core Element
4127 - Work Order Response.	Core Element

Traffic Control

All Traffic Engineering, sign fabrication, installation and maintenance of traffic control devices (traffic signs) including asphalt markings (striping).

Traffic Elements

4305 - Sign Fabrication.	County Wide Element
4115 - Sign Maintenance.	Core Element
4116 - Pavement Striping/Markings.	County Wide Element
4118 - Traffic Engineering & Traffic Safety.	County Wide Element

Customer Service

All services in support to other elements and external customer requests.

Customer Service Elements

8305 - Work Request & Dispatch Operations.	County Wide Element
8510 - Solid Waste Management/Transfer.	County Wide Element
8515 - After-hours Response (24 hr. Response).	Core Element
8520 - Precinct Services (Commodity Delivery & Admin. Svcs).	Core Element
8525 - Indigent Burial.	County Wide Element
8530 - CSR Support Services.	County Wide Element

County Wide Elements will respond to work plan and customer requests throughout the county with human resources for these elements based at a specified service center.

Core Elements will respond to work plan and customer requests at each service center with human resources for these elements based at each service center.

Road Maintenance Human Resource Allocation

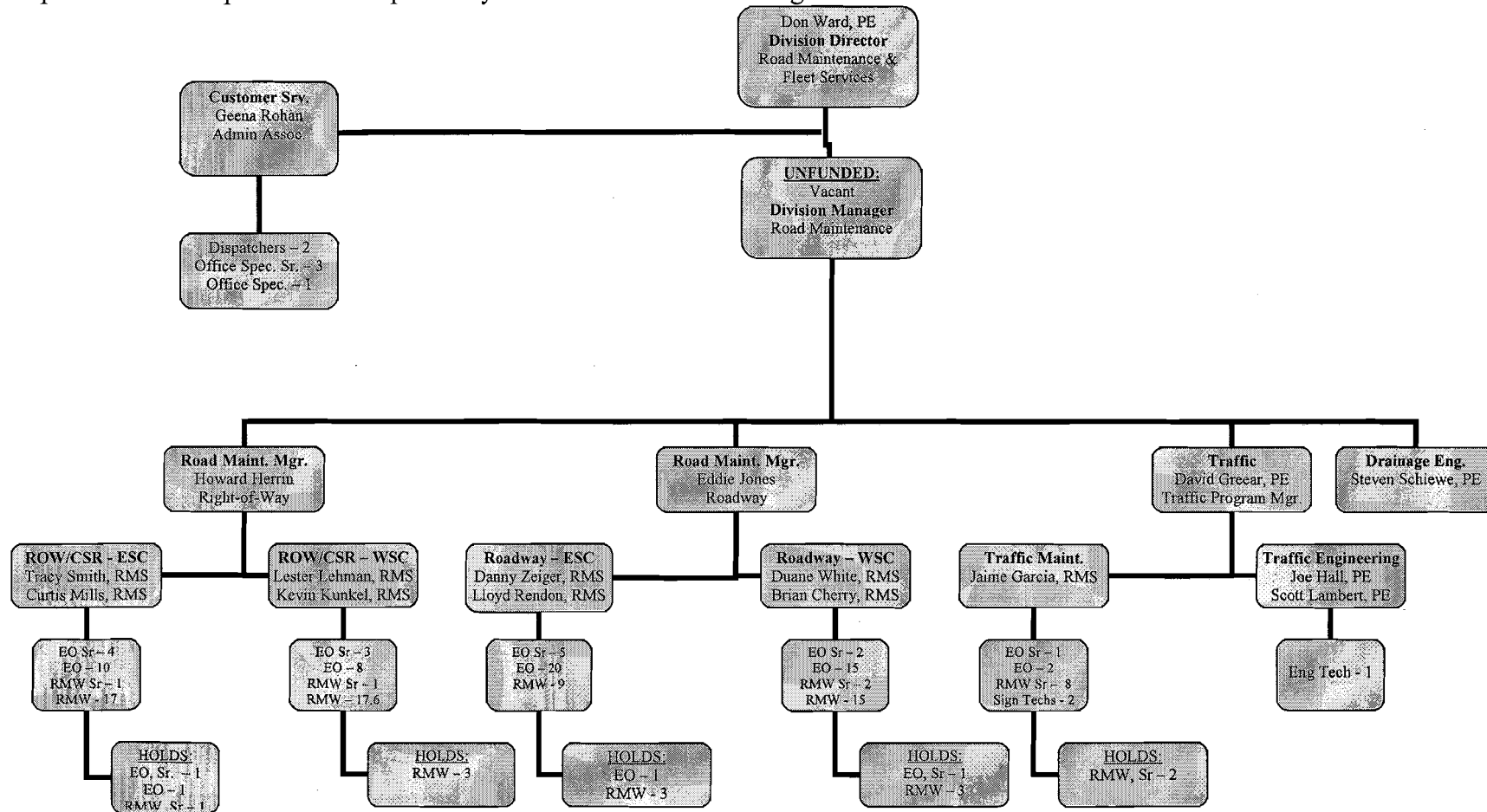
Program & Location Assignment *						
	Road Maintenance East Service Area Precincts 1, 2, 4		Road Maintenance West Service Area Precinct 3		Traffic Control & Customer Service	Mgt & Admin
Job Descriptions	Roadway ESC	ROW ESC	Roadway WSC	ROW WSC	All Facilities	EOB
Road Maintenance Worker	12	14	12	15	5.6 (Cem/SWT/CSR)	
Road Maintenance Worker Sr	1	1	1	1	8 (TC)	
Equipment Operators	18	10	17	8	2 (TC)	
Equipment Operators Sr	4	4	3	3	1 (TC)	
Sign Fabricators					2 (TC)	
Road Maintenance Supervisor	2	2	2	2	1 (TC)	
Dispatchers					2 (ESC)	
Office Specialist					1 (WSC)	
Office Specialist Sr					3 (All Fac)	
Administrative Associate						1
Engineering Tech					1 (EOB)	
Engineer (Traffic/Drainage)					3 (EOB)	
Road Maintenance Managers	1			1		
Traffic Program Manager						1
Division Manager						1
Division Director						1
FY11 Totals:	38	31	35	30	29.6	4
*Total All Programs in Division:						167.6
FY11 - indefinite "HOLDS"	-4	-3	-4	-2	-3	
FY11 - unfunded						-1
FY11 effective FTE Totals:	34	28	31	28	26.6	3
**FY11 total effective FTE's in Programs in Division:						150.6

**In FY11, 16 positions are currently on indefinite "HOLDS" and 1 position was unfunded.

* In FY10, seven positions were unfunded.

Road Maintenance Assignments

The following chart indicates the Road Maintenance management and supervisory staff assignments. Road Maintenance Managers are responsible for direct management of all resources assigned to core and countywide elements in their service areas. Road Maintenance Supervisors are responsible for supervisory resources within their assigned elements.



Performance Measures

PROGRAMS

OUTPUT MEASURES

ROADWAY MAINTENANCE ELEMENTS

4105 Road Reconstruction/Rehabilitation

Spot Reconstruction	3.23 miles
Rehabilitation	6.76 miles
Total	9.99 miles

4110 Surface Treatment

Surface Treatment (Chip Seal application) to identified projects (2010 Pavement Management Survey used to identify projects)	57.63 miles
Grade 6	6.29 miles

4111 Edge Shoulder Restoration 30.00 miles

4112 Pothole Patching 125.00 miles

4113 Crack Sealing 125.00 miles

4114 Hot Mix Asphalt Concrete (HMAC) Overlay

1-1/2" Type "C" HMAC Overlay on identified roadway projects	39.80 miles
Alternate Pavement Treatments (Rejuvenate) projects	26.33 miles

4128 Pedestrian Way Maintenance

Repair non-compliant sidewalk/driveway locations	2,050 feet
Construct new sidewalks/ramps	1,010 feet
Contracted Services repair of non-compliant sidewalks	225 each
Contracted Services replacement of non-compliant curb ramps	30 each
Contracted Services construct new sidewalks	1,500 feet

RIGHT-OF-WAY MAINTENANCE ELEMENTS

4120 Secondary Drainage

Drainage projects <500 hours	325 projects
Drainage projects >500 hours	5 projects

4121 Drainage Structure Rehabilitation TBD

4125 ROW Vegetation Control

ROW Mowing	2700 miles
ROW Brush Clearing	100 miles
ROW Herbicide Application	300 miles

4127 Work Order Response

Dead Animal Pickup	300 responses
Litter Response	500 responses

PROGRAMS**OUTPUT MEASURES****TRAFFIC CONTROL MAINTENANCE ELEMENTS**

4305 Sign Fabrication6500 units

4115 Sign & Barricade Maintenance6500 devices

4116 Roadway Striping450.76 miles

4118 Traffic Engineering210 responses

CUSTOMER SERVICE ELEMENTS**8505 Dispatch & Program Operations**

Receive/Enter Work Requests2500 requests

Coordinates Purchase Requisitions for Road Maintenance Materials150 requests

8510 Solid Waste Management TBD

8515 After-hours / Disaster Response125 responses

8520 Precinct Services & Administrative Support

Commodity Delivery1 per week

8525 International Cemetery

Provide services for indigent burials144 per year

Provide maintenance for entire cemetery7.50 acres

8530 CSR Support Services

Sight distance mowed100 responses

ROW litter responses75 responses

ROW litter responses (Weekend)325 responses

Brush control projects50 responses

SECTION 1

**ROAD
&
BRIDGE**

PROGRAM 41

Transportation & Natural Resources Road Maintenance Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe roadway system: Maintain 70% of accepted roads in fair or better condition, as measured by Pavement Management (PM) condition surveys.

- Maintain 75% of arterial and collector roads in fair or better condition as measured by PM condition surveys.
- Manage and operate the County transportation system to accepted practices of the American Public Works Association (APWA).

Objective

To provide cost effective, efficient and safe roadways through rehabilitation, reconstruction, surface treatment, unpaved road maintenance, pothole patching, crack sealing and HMAC overlay to failed sections of accepted roadways; to provide preventive and reactive maintenance through the use of traffic control and pavement marking devices; to provide engineering review for traffic impact analysis studies, traffic control plans, utility cuts plans, and to respond to constituent requests regarding traffic issues in compliance with department standards.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/11, 04/15/11, 07/15/11 and 10/15/11.
- Baselines for these projects will be scheduled and tracked utilizing HTE, MS Project, Access and Excel.

Support Staff & Their Contribution

Planning & Engineering

- Develop annual project list, respond to and recommend project and roadway design modifications and review, survey and update the Geographic Information System (GIS) database for completed projects.

Traffic Engineering

- Assure compliance with Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and Texas Transportation Code.

Financial Services

- Develop materials and service contracts and process Purchase Request Form's (PRF's) and contract invoices to meet program demands.

TNR Dispatch

- Coordinate materials delivery and provide liaison with financial services for processing.

TNR Sign Shop

- Manufacture regulatory and non-regulatory signs for maintenance operations.

Identified Roadway Project Lists

All roadway projects that are listed in this work plan have been recommended for their identified improvements through the 2010 Pavement Management condition survey. Each project will be evaluated before final determination of final maintenance application is scheduled or performed. Some projects may be dropped or postponed and new projects may be added as needed.

Unidentified projects not listed at this time may be added to the project list as they are recognized. These projects would include roads/streets in proximity to scheduled projects or other projects *approved by the Division Director*.

Transportation & Natural Resources

Service Life and Costs For Reconstruction/ Spot Reconstruction/ Rehabilitation and Surface Treatment Types

Treatment Type	Description	Initial In-house Cost/mile (TNR crew)	Out-source cost/mile	Maximum Service Life
Bond Reconstruction Recon R1	Remove and discard existing paving materials, Stabilize sub grade to 12", add 12"-24" of flexible base, cover with 2"-4" HMAC; may include Geotextile. Two course at 12 years.	Not feasible with existing resources	\$650,000 to \$850,000	20 years
Bond Reconstruction Recon R2	Remove and discard existing paving materials, stabilize sub grade up to 12", add 8"-12" flexible base, cover with 2" HMAC. Thin overlay in 12 years.	Not feasible with existing resources	\$550,000 to \$650,000	20 years
Spot Recon.	Recycle existing materials in-place, add 6"-10" of flexible base, inject oil, and cover with two-course chip seal.	\$225,000	\$300,000 to \$400,000	10 years
In-House Rehab.	Recycle existing paving materials in-place, inject 6" of oil, add 2"-4" flexible Base and cover with two course chip seal.	\$170,000	\$225,000 to \$325,000	8 years
Overlay IVA	Level up existing surface with HMAC; add 1 1/2" HMAC surface.	Not feasible with existing resources	\$77,000	5-7 years
Type "F"	Apply 3/4" thick Type "F" mix to existing surface.	Not feasible with existing resources	\$35,000	4-5 years
Seal IV	Level up existing surface with HMAC, add two course chip seal.	\$58,000		5-7 years
Seal IID	Grade and oil, add two course chip seal to existing surface.	\$36,000		3-5 years
Seal IIB	Apply two course chip seal to existing surface.	\$32,000		3-5 years
Seal IIC	Apply single course trap rock to existing surface.	\$21,000		3-5 years
Seal IIA	Apply single course chip seal to existing surface.	\$16,000		3-5 years

4105 - Rehabilitation/Reconstruction

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- To complete approximately **3.23 miles** of Spot Reconstruction.
(Excavate and remove failed portions to full depth and replace with new HMAC materials).
- To complete approximately **6.76 miles** of Rehabilitation.
(Recycle existing roadway materials, profile roadway, add new base materials as required, and apply HMAC/Surface Treatment for new travel surface).

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan as determined by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other right-of-way (ROW) improvements, and comply with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

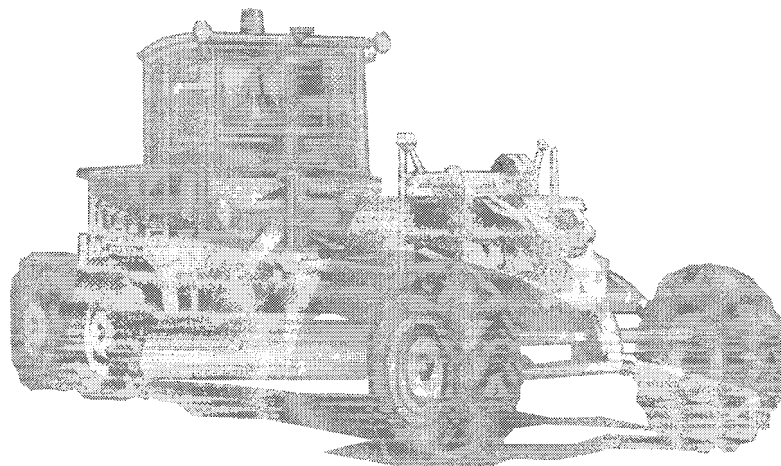
Complete construction phases on schedule:

- Site Prep & Geo-Technical Assessment (Drainage Rehabilitation)
- Recycle and Sub-grade Process (Base Receipt and Process)
- Final Grade & Prime (Final Paved Surface)

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Danny Zieger	80%
Team Leaders:	Jeremy Featherson/ John Smith/ Arnold Hewitt	100%
Team Members:	13 - EO's 5 - RMW's	100%
Engineer:	Scott Lambert	15%

* NOTE: FY11 indefinitely on HOLD: 1 - EO 2 - RMW's



Spot Reconstruction*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	N13800	HARRY LIND RD	CARLSON RD	LUND CARLSON RD	1.32
2	N09007	DOUBLE FILE TRL WB	SINGLE TRACE E	WELLS BRANCH PKWY	0.21
3	L03900	LAKEHURST RD	BEE CREEK RD	END (NORTH)	1.70
				TOTAL MILES	3.23

Rehabilitation*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J12700	ANN SHOWERS DR	SIGRID DR	SYLVIA DR	0.28
1	J12700	ANN SHOWERS DR	SYLVIA DR	INGRID DR	0.38
1	L12900	BALLERSTEDT RD	US 290 E	VOELKER LN	0.61
1	J12110	HOG EYE RD	HIBBS LN	BITTING SCHOOL	0.84
1	O12901	JANAK RD	PFLUGER-BERKMAN LA	WILLIAMSON CLL	0.67
1	L11001	RECTOR LP	GREGG MANOR RD	FUCHS GROVE RD	1.00
1	M11400	STEGER LN	CAMERON RD	FM 973	2.03
4	E08700	THAXTON RD	CLL AUSTIN	SASSMAN RD	0.95
				TOTAL MILES	6.76

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4110 - Surface Treatment

This element is a countywide roadway maintenance element. Resources will be available at the West Service Center to respond to projects in all service areas.

Actions:

- Prepare eligible roads for Surface Treatment.
- To complete **57.63 miles** Surface Treatment including conversion roads, spot reconstruction roads and rehabilitation roads.
- To complete **6.29** miles of Grade 6 Surface Treatment, which uses aggregate gravel rock approximately 3/16 inches or smaller.

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

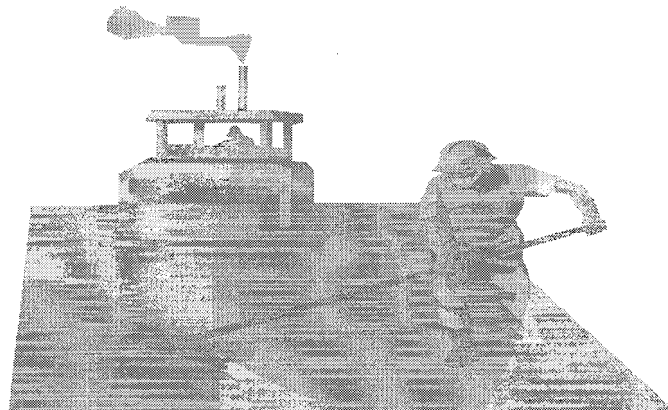
Complete construction phases on schedule:

- Prepare roads for Surface Treatment applications.
- Pave 17.51 miles in Precinct One
- Pave 4.61 miles in Precinct Two
- Pave 34.56 miles in Precinct Three
- Pave 0.95 miles in Precinct Four
- Pave 6.29 miles of Grade 6 Surface Treatment

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Duane White	80%
Team Leaders:	Vacant /Jayson Collins	100%
Team Members:	14 - EO's 2 - RMW's	100%
Engineer:	Scott Lambert	15%

* NOTE: FY11 indefinitely on HOLD: 1 - EO, Sr (Team Leader)



Surface Treatment*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	N09605	AVENUE K	HOWARD LN	CLL AUSTIN	0.14
1	L13300	CARLSON LN	HARRY LIND RD	4410' E OF HARRY LIND RD	0.84
1	N09100	DAISY DR	PANSY TRL	ORCHID LN	0.44
1	N09002	GARDENIA DR	PANSY TRL	ORCHID LN	0.44
1	O09705	GINGER ST	OUIDA DR	END	0.17
1	M12600	KIMBRO WEST RD	BOIS D ARC RD	FM 1100 RD	1.10
1	O09704	MARSHA ST	OUIDA DR	END	0.35
1	N09000	ORCHID LN	GARDENIA DR	HOWARD LN	0.13
1	O09707	OUIDA DR	I35 SERVICE RD	BRENDA ST	0.38
1	N09101	PANSY TRL	AVENUE N	HOWARD LN	0.17
1	O09702	PATRICA ST	OUIDA	THREE POINTS RD	0.44
1	L11800	RALPH RITCHIE RD	FM 973	CUL-DE-SAC	0.54
1	N12200	SANDEEN RD	WALTON HILL PASS	BRITA OLSON RD	1.27
1	M11100	SCHMIDT LN	FM 973	SCHMIDT LOOP	0.15
1	M12800	WELLS LN	FM 1100 RD	WELLS SCHOOL RD	0.89
1	M13500	WELLS SCHOOL RD	WELLS RD	WELLS LN	1.15
1	M13500	WELLS SCHOOL RD	WELLS LN	MANDA CARLSON R	1.06
1	M09901	YAGER LN	PARMER LN	AUSTIN CL	0.12
1	M09901	YAGER LN	AUSTIN CLL	AUSTIN CLL	0.60
1	N13800	*HARRY LIND RD	CARLSON RD	LUND CARLSON RD	1.32
1	J12700	*ANN SHOWERS DR	SIGRID DR	SYLVIA DR	0.28
1	J12700	*ANN SHOWERS DR	SYLVIA DR	INGRID DR	0.38
1	L12900	*BALLERSTEDT RD	US 290 E	VOELKER LN	0.61
1	J12110	*HOG EYE RD	HIBBS LN	BITTING SCHOOL	0.84
1	O12901	*JANAK RD	PFLUGER-BERKMAN LA	WILLIAMSON CLL	0.67
1	L11001	*RECTOR LP	GREGG MANOR RD	FUCHS GROVE RD	1.00
1	M11400	*STEGER LN	CAMERON RD	FM 973	2.03
				PCT 1 TOTAL	17.51
2	N09103	AVENUE I	HOWARD LN	CLL AUSTIN	0.09
2	N09003	AVENUE N	HOWARD LN	PANSY TRL	0.22
2	O09700	BRENDA ST	END	THREE POINTS DR	0.46
2	O09703	CONNIE ST	OUIDA DR	THREE POINTS RD	0.43
2	O09703	CONNIE ST	END	OUDA DR	0.03
2	N09007	DOUBLE FILE TRL EB	WELLS BRANCH PKWY	SINGLE TRACE E	0.22
2	O11200	HODDE LN	WEISS LN	TRAVIS WMSON CO LINE	1.76
2	O09706	PAMELA ST	IH35 SERVICE RD	BRENDA ST	0.29
2	O09701	SCARLET ST	OUIDA DR	THREE POINTS RD	0.44
2	O09801	THREE POINTS RD	I35 SERVICE RD	GRAND AVE PKWY	0.26
2	O09801	THREE POINTS RD	GRAND AVE PKWY	I 35 SERVICE RD	0.20
2	N09007	*DOUBLE FILE TRL WB	SINGLE TRACE E	WELLS BRANCH PKWY	0.21
				PCT 2 TOTAL	4.61
3	L07009	ALASAN CV	BELL MOUNTAIN DR	CUL-DE-SAC	0.09
3	R02800	AZURE HIGHLAND RD	FM 1431 RD	BURNET CO LINE	0.76
3	K06806	BARRETT LN	SUMNER CT	END	0.39
3	L07007	BELL MOUNTAIN DR	FM 2222	HORSESHOE LEDGE	0.56
3	L07007	BELL MOUNTAIN DR	HORSESHOE LEDGE	ALASAN CV	0.45
3	L07007	BELL MOUNTAIN DR	ALASAN CV	LEANING ROCK CI	0.92

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	L07007	BELL MOUNTAIN DR	LEANING ROCK CI	DEAD END	0.05
3	S04404	CEDAR RDG	BIG SANDY DR	SPANISH OAK TRL	0.45
3	L06400	CHAMBLY CV	CUL-DE-SAC	BELL MOUNTAIN DR	0.08
3	P03200	COW CREEK RD	FM 1431	BURNET CO LINE	6.72
3	L07017	CUESTA CT	CUESTA TRL	CUL-DE-SAC	0.07
3	L07001	CUESTA TRL	BELL MOUNTAIN DR	CUL-DE-SAC	0.47
3	L07008	CULPEPPER CV	BELL MOUNTAIN DR	CUL-DE-SAC	0.11
3	L07006	DEEP SPRING CV	CUL-DE-SAC	LONG CANYON DR	0.05
3	J04501	DESTINY COVE	HAMILTON POOL RD	DESTINY COVE	0.17
3	J04500	DESTINY HILLS DR	DESTINY HILLS DR	CUL-DE-SAC (WEST)	0.66
3	K06805	ELDER CIR	BARRETT LN	BARRETT LN	0.70
3	L07012	ENTRADA CV	LONG CANYON DR	CUL-DE-SAC	0.05
3	L07000	EPPING FOREST CV	LEANING ROCK CI	CUL-DE-SAC	0.10
3	K06804	EXTON CV	ELDER CIR	CUL-DE-SAC	0.07
3	K04405	FARRIS DR	GEBRON DR	END	0.08
3	L07013	FERN SPRING CV	LONG CANYON DR	CUL-DE-SAC	0.06
3	K04800	FLINT ROCK RD	742' W OF TRAVIS VISTA DR	468' W OF TONKAWA TRL	0.61
3	K04800	FLINT ROCK RD	525' E OF PALOMBA CT	488' E OF JACK NICKCLAUS DR	1.23
3	K04401	GEBRON DR	CITY OF LAKEWAY	END	0.39
3	L07005	GIBBS HOLLOW CV	LONG CANYON DR	CUL-DE-SAC	0.04
3	L06403	GUILDFORD CV	LEANING ROCK CIR	CUL-DE-SAC	0.10
3	L07015	HARTSHILL DR	LONG CANYON DR	DEAD END	0.05
3	L07016	HAYDEN'S CV	CUL-DE-SAC	MAURY'S TRL	0.05
3	K04703	HENNIG DR	FLINT ROCK CRK	CUL-DE-SAC	0.33
3	S05102	HONEYCOMB DR	CUL-DE-SAC	HONEYCOMB HOLW	0.74
3	L07002	HORSESHOE LEDGE	BELL MOUNTAIN DR	CUESTA TRL	0.19
3	K04416	KOHLERS TRL	GEBRON DR	END	0.19
3	L06402	LEANING ROCK CIR	BELL MOUNTAIN DR	DEAD END	0.70
3	L07014	LONG CANYON DR	BELL MOUNTAIN DR	STANDING ROCK CRK	1.02
3	L07014	LONG CANYON DR	END	STANDING ROCK DR	0.06
3	L07003	LOST TRAIL CV	LONG CANYON DR	CUL-DE-SAC	0.09
3	K04104	MAJESTIC RIDGE RD	SERENE HILLS DR	CUL-DE-SAC	0.33
3	K04104	MAJESTIC RIDGE RD	SPLENDOR PASS	CUL-DE-SAC	0.22
3	L07004	MAURY'S TRL	LONG CANYON DR	HAYDEN'S CV	0.25
3	L07004	MAURY'S TRL	HAYDEN'S CV	BELL MOUNTAIN DR	0.29
3	K04418	METTLE DR	PARKER BND	KOHLERS TRL	0.25
3	F05704	MIDMORNING DR	ZYLE RD	END	0.08
3	F05702	MORNINGHILL DR	ZYLE RD	END	0.08
3	F05701	MORNINGSTAR CIR	CUL-DE-SAC	ZYLE RD	0.08
3	F05703	MORNINGSUN DR	ZYLE RD	END	0.05
3	K04417	PARKER BND	GEBRON DR	CUL-DE-SAC	0.14
3	K04701	PAWNEE PASS	FLINT ROCK RD	END	0.31
3	K04801	PAWNEE PASS	END	FLINT ROCK RD	0.21
3	K04803	PEAK LOOKOUT DR	WILD CHERRY DR	CUL-DE-SAC	0.46
3	L07011	PERALTO CV	BELL MOUNTAIN DR	CUL-DE-SAC	0.07
3	K04501	RAYHNAM HILL DR	MAJESTIC RIDGE RD	CUL-DE-SAC	0.11
3	T04701	RIVER FERN CT	GILLUM CREEK DR	DEAD END	0.25
3	S05000	ROUND MOUNTAIN RD	NAMELESS RD	FULKES LN	0.60
3	S05000	ROUND MOUNTAIN RD	FULKES LN	GREAT OAKS BLVD	1.76

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	S05000	ROUND MOUNTAIN RD	GREAT OAKS BLVD	TRAVIS-WILLIAMSON CL	2.01
3	L07010	SERENA CV	BELL MOUNTAIN DR	CUL-DE-SAC	0.07
3	K04103	SERENE HILLS CT	CUL-DE-SAC	SERENE HILLS DR	0.14
3	K04105	SERENE HILLS DR	THE HILLS DR	FLINT ROCK RD	1.22
3	K04704	SHANE LANDON CT	HENNIG DR	CUL-DE-SAC	0.06
3	F05605	SHARL CV	FM 1826 RD	CUL-DE-SAC	0.12
3	R02900	SHAW DR	FM 1431	PARADISE MANOR	1.03
3	R02900	SHAW DR	PARADISE MANOR	150' S OF FINE RD	0.74
3	S04406	SPANISH OAK TRL	CEDAR RDG	CUL-DE-SAC	0.36
3	K04106	SPLENDOR PASS	SERENE HILLS DR	MAJESTIC RDG	0.13
3	L04407	SPRING BRANCH TRL	STEWART RD	370' W of BUFFALO GAP RD	0.42
3	K04705	STEVEN WAYNE CT	CUL-DE-SAC	HENNIG DR	0.12
3	K04419	STRADER CIR	CUL-DE-SAC	KOHLERS TRL	0.12
3	K04600	TONKAWA TRL	FLINTROCK RD	END	0.04
3	K04500	TRAVIS VISTA DR	FLINT ROCK RD	RAYHNAM HILL DR	0.17
3	K06807	TYNDALE CV	BARRETT LN	CUL-DE-SAC	0.14
3	F05700	ZYLE LN	ZYLE RD	CUL-DE-SAC	0.09
3	F05800	ZYLE RD	MIDMORNING DR	FM 1826 RD	0.68
3	F05800	ZYLE RD	MIDMORNING DR	MORNINGSTAR CIR	0.45
3	F05800	ZYLE RD	MORNINGSTAR CIR	END	0.36
3	L03900	*LAKEHURST RD	BEE CREEK RD	END (NORTH)	1.70
				PCT 3 TOTAL	34.56
4	E08700	*THAXTON RD	CLL AUSTIN	SASSMAN RD	0.95
				PCT 4 TOTAL	0.95
				ALL PCT TOTALS	57.63

* = to be started after Spot Reconstruction/Rehabilitation work is completed.

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

Grade 6*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	M10009	MILLHOUSE DR	DEWBERRY DR	NIGHTVIEW DR	0.52
				PCT 1 TOTAL	0.52
2	O09500	BRATTON LN	MERRILLTOWN DR	LONG VISTA DR	0.80
2	O09500	BRATTON LN	SHORELINE DR	SAULS DR	0.20
2	O09500	BRATTON LN	SYDNIA DR	FEATHERCREST DR	0.01
2	N09301	HEBBE LN	END	OLD AUS-PFLUGER	0.56
2	N09306	HORBORNE LN	END	OLD AUSTIN-PFLU	0.55
2	N09131	MARGALENE WAY	SURRENDER AVE	ANITA MARIE LN	0.25
2	N09131	MARGALENE WAY	ALEX AVE	SURRENDER AVE	0.24
2	N10616	REDOVA LN	MKT RR	IMMANUEL	0.46
2	N09303	SPRING HILL LN	END OF ST	FM 1825 RD	0.54
2	N09304	TACON LN	END OF RD	FM 1825 RD	0.56
2	N09142	WELLS PORT DR	KLATTENHOFF DR	PLOVERVILLE LN	0.38
2	N09142	WELLS PORT DR	PLOVERVILLE LN	CERVIN BLVD	0.11
2	N09142	WELLS PORT DR	CERVIN BLVD	WATERWAY BND	0.13
2	N09142	WELLS PORT DR	WELLS BRANCH PKWY	KLATTENHOFF DR	0.20
2	N09142	WELLS PORT DR	WATERWAY BND	WATERWAY BND	0.21
2	N09142	WELLS PORT DR	WATERWAY BND	FUZZ FAIRWAY	0.14
2	N09142	WELLS PORT DR	FUZZ FAIRWAY	LONG VISTA DR	0.20
2	N09142	WELLS PORT DR	LONG VISTA DR	GRAND AVENUE PKWY	0.23
				PCT 2 TOTAL	5.77
				ALL PCT TOTALS	6.29

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4111 – Edge and Shoulder Restoration

This element will function as a county wide element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- To complete approximately **30 miles** on accepted roads.

Performance Monitors and Measures:

- Completion of all projects that are identified through the pavement management system, work order response, and an evaluation by traffic personnel.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

Complete maintenance applications on schedule:

Restore 30 miles:

- East Region target – **20 miles**
- West Region target – **10 miles**

* Staff Assignment & Time Investment:

Element Managers:	Eddie Jones	10%
Element Supervisors:	Lloyd Rendon	60%
Team Leaders:	David Reyes	100%
Team Members:	3 - EO's 2 - RMW's	100%

* NOTE: FY11 indefinitely on HOLD: 1 – RMW



4112/4113 - Patching / Crack Seal

This element will function as a core element. Resources will be available at each service center to respond to projects in the service area.

Actions:

- To complete patch operations on **125 miles** on accepted roadways.
- To complete crack sealing operations on **125 miles** on accepted roadways
- Crack seal parks and facility projects as requested and funded.

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work request and proactive response schedules.

Complete maintenance applications on schedule:

Patch 125 miles:

- East Region target – 65 miles
- West Region target – 60 miles

Crack Seal 125 miles:

- East Region target – 75 miles
- West Region target – 50 miles

Projects are identified based on need and will change as conditions warrant and new projects are identified.

Minimum Completion Times (includes 5 day response time):

- East Region **8 days**
- West Region **6 days**

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	10%
Element Supervisor:	Brian Cherry	90%
Team Leaders:	Eddie Blake, East / Vacant, West	100%
Team Members:	1 – EO 13 – RMW's	100%
Engineer:	Scott Lambert	5%

* NOTE: FY11 indefinitely on HOLD: 3 – RMW's



4114 – HMAC Overlay/ Alternative Paving Treatments

This element is a countywide roadway maintenance element. Most work completed within this element will be administered through contracted services. The Division Manager will coordinate with financial services and the purchasing office to administer contracts.

Actions:

- To complete approximately **39.8 miles** of 1 ½" Type "C" Overlays.
 - Precinct One – 9.84 miles
 - Precinct Two – 4.10 miles
 - Precinct Three – 18.15 miles
 - Precinct Four – 7.71 miles
- To complete selected Parks and Facility Projects subject to funding.
- To complete **26.33 miles** of Alternative Paving- Asphalt Rejuvenation

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Adherence to established schedules.

Prepare FY09 HMAC Overlay Contracts:

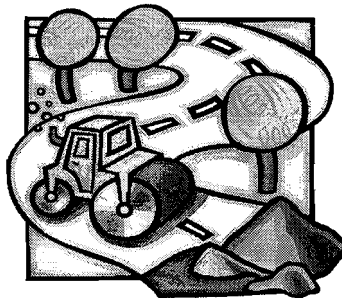
- 1 ½" Type "C" Overlay Program
- Advertise contracts by: **01/15/11**

Administer 1-1/2" Type "C" Overlay Contract:

- Begin overlay applications by: **03/15/11**
- Complete overlay applications by: **09/30/11**

Staff Assignment & Time Investment:

Division Manager:	Vacant	25%
Element Manager:	Eddie Jones	10%
Engineer	Scott Lambert	15%



1 ½" Type "C" Mix*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	H10109	BITTERWOOD DR	IMPERIAL DR	COLFAX DR	0.42
1	H10112	BLAZEWOOD DR	IMPERIAL DR	COLFAX DR	0.20
1	K10410	BOYCE LN	AUSTIN CLL	PARMER LN	0.64
1	H10114	COLFAX DR	160' W BITTERWOOD	150' E WAYWOOD DR	0.26
1	H10114	COLFAX DR	END	END	0.01
1	H10110	HOLLOW HOOK	IMPERIAL DR	END	0.05
1	N11000	JESSE BOHLS RD	WEISS LN	CAMERON RD	2.48
1	H10106	LARCHBROOK DR	WAYSIDE BLVD	SOUTHWICK DR	0.20
1	M12710	MANDA CARLSON RD	JACOBSON RD	NEW SWEDEN CHURCH	0.59
1	H10107	MONARCH LN	LARCH BROOK DR	BITTERWOOD DR	0.21
1	H10108	SOUTHWICK DR	140' W LARCH BROOK DR	BITTERWOOD DR	0.04
1	K09800	SPRINGDALE RD	US 183	PECAN BRK	0.10
1	K09800	SPRINGDALE RD	PECAN BRK	DUKE RD	0.20
1	K09800	SPRINGDALE RD	DUKE RD	COMMERCIAL PARK	0.27
1	H11607	TAYLOR LN	FM 969 RD	GLASS RD	0.99
1	H11607	TAYLOR LN	BLAKE-MANOR RD	LOCKWOOD RD	0.22
1	H11607	TAYLOR LN	GLASS RD	BLAKE-MANOR RD	2.48
1	H10105	WAYSIDE BLVD	IMPERIAL DR	LARCH BROOK DR	0.25
1	H10105	WAYSIDE BLVD	IMPERIAL DR	END	0.01
1	H10111	WAYWOOD DR	HOLLOW HOOK	COLFAX DR	0.21
1	H10111	WAYWOOD DR	COLFAX DR	END	0.01
				PCT 1 TOTAL	9.84
2	P11500	MARTIN LN	ROWE LN	MAINT END	0.64
2	O11800	MELBER LN	CELE RD	CR 198	2.21
2	O11800	MELBER LN	CR 198	ENGLEMAN LN	1.25
				PCT 2 TOTAL	4.10
3	K03900	BEE CREEK RD	THURMAN RD	BOB WIRE RD	2.77
3	K03900	BEE CREEK RD	BOB WIRE RD	CROSSWIND DR	0.77
3	K03900	BEE CREEK RD	CROSSWIND DR	STATE HWY 71	1.84
3	K03900	BEE CREEK RD	RR 2322	THURMAN RD	1.59
3	M02100	FALL CREEK RD	HWY 71	TRAV - BLANCO CO	0.91
3	S04400	FULKES LN	ROUND MTN	FAUBION TRL	1.15
3	S04400	FULKES LN	FAUBION TRL	FAWN DR	0.19
3	S04303	LIVE OAK DR	SHEEP HOLLOW TRL	FAWN DR	0.11
3	T04808	LONG HOLLOW TRL	SUMMIT VW	SHEEP HOLLOW TRL	0.06
3	E07000	OLD MANCHACA RD	DREW LN	FM 1626	0.40
3	E07801	OLD SAN ANTONIO RD	FM 1626 RD	TWIN CREEK RD	1.44
3	E07801	OLD SAN ANTONIO RD	TWIN CREEKS RD	HAYS CO LINE	1.80
3	M06500	QUINLAN PARK RD	RIVER BEND RD	BELLA MAR TRAIL	1.72
3	N05609	ROCKY RIDGE RD	HUDSON BEND RD	HILINE RD	0.15
3	N05609	ROCKY RIDGE RD	HILINE RD	FEATHER ROCK TRL	0.76
3	N05609	ROCKY RIDGE RD	FEATHER ROCK TRL	SOUTHRIDGE LN	0.45
3	N05609	ROCKY RIDGE RD	ROCKY RIDGE RD	SOUTH RIDGE LN	0.35
3	L03300	SIESTA SHORES DR	END	DEBCO LN	1.39
3	T04806	SUMMIT VIEW DR	RANCH RD	SHEEP HOLLOW TRL	0.11
3	T04806	SUMMIT VIEW DR	RANCH RD	LONG HOLLOW TRL	0.19

Pct	Fac ID	Road Name	Begin	Ending	Miles
				PCT 3 TOTAL	18.15
4	E08501	COLTON-BLUFF SPRINGS RD	MCKINNEY FALLS PKWY	FM1625	2.08
4	D11001	HAYRIDE RD	PEARCE LN	HAYRIDE CIR	0.28
4	D11001	HAYRIDE RD	HAYRIDE CIR	HIGH NOON	0.26
4	D11003	HIGH NOON	LINDEN RD	HAYRIDE RD	0.38
4	D10200	JACOBSON RD	ELROY RD	ALPINE DR	0.44
4	D10200	JACOBSON RD	ALPINE DR	LINDEN RD	1.09
4	D10200	JACOBSON RD	LINDEN RD	TRAVIS-BSTRP CO	0.58
4	D10800	LINDEN RD	PEARCE LN	HIGH NOON	0.51
4	D10800	LINDEN RD	HIGH NOON	FAGERQUIST RD	0.27
4	D09200	MC KENZIE RD	FM 1625 RD	US HWY 183	0.20
4	D08300	SASSMAN RD	THAXTON RD	FM 1625 RD	1.65
				PCT 4 TOTAL	7.71
				ALL PCT TOTALS	39.80

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Parks (LCRA) Projects**

Pct	Park	Details	Area (Sq Ft)	Type
3	ARKANSAS BEND PARK	Primary Drives	6,894	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Parking 2 RD	5,304	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Branch Road	7,920	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Camp Rd	35,952	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Circle	5,328	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Cut off	5,712	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Gazebo RD	17,496	C-MIX
3	Bob Wentz (LCRA)	Bob Wentz Residence RD	8,976	C-MIX
3	LCRA / Pace Bend Park	Unimproved Roads at Pace Bend	130,000	C-MIX

(**These projects are subject to funding)

Travis County Parks Projects**

Pct	Park Name	Details	Area (Sq Yds)	Type
1	East Metro Park	Parking Areas	2,333	C-MIX
1	Northeast Metro Park	South Access Roadway	2,936	C-MIX
1	Northeast Metro Park	East barn parking lot	897	C-MIX
1	Northeast Metro Park	Between east barns	128	C-MIX
1	Northeast Metro Park	West barn driveway to back	393	C-MIX
1	Northeast Metro Park	South driveway	347	C-MIX

(**These projects are subject to funding)

Rejuvenation*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	L13610	ALEPPO PINE TRL			0.25
1	L13617	AMARYLUS TRL			0.11
1	G10404	AUSTIN'S COLONY BLVD			0.20
1	G10302	BARKSDALE DR			0.19
1	L13608	BASKET FLOWER BND			0.66
1	L13608	BASKET FLOWER BND			0.12
1	L13615	BASKET FLOWER CV			0.07
1	N09916	BATTENBURG TRL			0.53
1	L13609	BLACKEYED SUSAN TRL			0.18
1	N09811	BLUE FLAX LN	GOLDEN FLAX TRL	SPRINP HEATH RD	0.10
1	G10904	CALEB DR			0.46
1	N09934	CHAMOMILE CV			0.02
1	N09933	CORONATION WY			0.13
1	G10408	COTTINGHAM DR			0.16
1	G10409	CROWNOVER ST			0.45
1	N09914	DARJEELING DR			0.37
1	L13616	DATE PALM TRL			0.11
1	N09926	EARL GREY LA			0.17
1	N09929	ELDERBERRY TEA CV			0.04
1	G10801	ETHEREDGE DR			0.22
1	K13001	FLORIBUNDAS LA			0.06
1	N09924	GINSENG CV			0.05
1	N09808	GOLDEN FLAX TRL	CUL-DE-SAC	BLUE FLAX	0.25
1	L13614	GRANDFLORAS CV			0.04
1	N09802	GREINERT DR	HOWARD LN	LAMPTING DR	0.32
1	N09925	GREY CASTLE DR			0.19
1	G10903	HARTSMITH DR			0.11
1	G10903	HARTSMITH DR			0.02
1	L13602	HONEY LOCUST LA			0.03
1	L13602	HONEY LOCUST LA			0.19
1	N09930	HYSON CRSG			0.48
1	N09921	JASMINE TEA LA			0.11
1	L13611	JELLY PALM TRL			0.17
1	G10905	JOLYNN ST			0.02
1	N09931	LADY ELIZABETH'S LA			0.14
1	N09917	LADY GREY AV			0.03
1	N09803	LAMPTING DR	END	CUL-DE-SAC	0.45
1	L13505	MAHONIA LA			0.07
1	L13604	MAIDENHAIR TRL			0.16
1	L13603	MAJESTIC ELM LA			0.02
1	L13603	MAJESTIC ELM LA			0.34
1	N09923	MANDARIN CRSG			0.27
1	L13502	MILKWEED CV			0.04
1	N09810	MIST FLOWER DR	SPRING HEATH DR	GOLDEN FLAX	0.11
1	N10514	OCHA LA			0.03
1	N09922	OOLONG LA			0.06
1	N09920	ORANGE PEKOE TRL			0.09
1	N09939	ORANGE SPICE CT			0.04

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	L13607	PRAIRIE VERBENA LA			0.23
1	L13607	PRAIRIE VERBENA LA			0.24
1	N09804	RANDALSTONE DR	LAMPTING DR	SEGOVIA	0.18
1	L13601	RED ELM PKWY			0.21
1	G10301	REED WILL DR			0.06
1	L13613	SAGO PALM TRL			0.12
1	N09927	SALLY LUNN WY			0.10
1	N09928	SASSAFRAS TRL			0.19
1	N09805	SEGOVIA WAY	END	WILD SENNA DR	0.37
1	L13503	SOAP BERRY CV			0.03
1	N09918	SPEARMINT TEA TRL			0.07
1	N09918	SPEARMINT TEA TRL			0.03
1	N09807	SPRING HEATH RD	END	HOWARD LN	0.23
1	N09809	STAR FLOWER WAY	GOLDEN FLAX	SPRING HEATH	0.11
1	L13606	STARBRIMSON TRL			0.25
1	N09936	TEA LEAF DR			0.05
1	N09919	TEAPOT DR			0.16
1	N10500	TUDOR HOUSE RD			0.99
1	N09932	VALERIAN TEA DR			0.13
1	L13605	VIOLET LA			0.03
1	L13605	VIOLET LA			0.15
1	L13504	WAYNEPUR LA			0.18
1	L13504	WAYNEPUR LA			0.25
1	N09006	WELLS BRANCH PKWY			0.04
1	G10300	WICKHAM LN			0.34
1	L13612	WILD LILY CV			0.04
1	N09806	WILD SENNA DR	SEGOVIA DR	SEGOVIA DR	0.21
1	N09806	WILD SENNA DR	END	SEGOVIA WAY	0.17
1	L13501	WINECUP MALLOW TRL			0.20
1	L13506	WOOD LILY TRL			0.14
1	L13506	WOOD LILY TRL			0.20
1	L13618	WOOLY BUCKET CV			0.04
				PCT 1 TOTAL	14.17
2	P11518	BEACH PLUM CV	PENNY ROYAL DR	CUL-DE-SAC (WEST)	0.04
2	P10926	BELLERIVE DR	SPEIDEL DRIVE		0.25
2	P10926	BELLERIVE DR			0.38
2	P10941	BIDERMAN WY			0.02
2	P10941	BIDERMAN WY			0.04
2	P11511	BOCA CHICA CIR			0.04
2	O11010	BRENT KNOLL DR			0.18
2	O10425	BRIDIE PTH			0.03
2	O11009	BRUE ST			0.19
2	P10928	CALLAWAY GARDEN CT			0.08
2	P10929	CAMARGO CT			0.05
2	P11508	CASA NAVARRO DR			0.13
2	P11519	CHERRY LAUREL CIR	PURPLE THISTLE DR	CUL-DE-SAC (NORTH)	0.02
2	O10414	CRANE CREEK LP			0.22
2	O11007	CRISPIN HALL LA			0.03
2	O11007	CRISPIN HALL LA			0.26

Pct	Fac ID	Road Name	Begin	Ending	Miles
2	P10938	CROOKED STICK DR			0.29
2	O10408	DIABLO DR			0.03
2	O10415	FARGO TER			0.02
2	O10416	FARM POND LA			0.75
2	O11006	GLASTONBURY DR			0.26
2	P10933	HAIG POINT CV			0.05
2	P11520	HAWKS SWOOP TRL	CUL-DE-SAC (WEST)	MARTIN LN	0.30
2	P10936	HOLSTEN HILLS DR			0.07
2	P10936	HOLSTEN HILLS DR			0.08
2	O11005	JAKES HILL RD			0.34
2	P10925	KEARNEY HILL RD	SPEIDEL DR	END	0.13
2	P10925	KEARNEY HILL RD			0.70
2	O10400	KENNEMER DR	SPEIDEL DR	PFLUGERVILLE CLL	0.13
2	P11510	KICKAPOO CAVERN DR			0.02
2	P11517	MANDRAKE DR	PENNY ROYAL DR	PENNY ROYAL DR	0.19
2	O11008	MELWAS WY			0.22
2	O10426	MENDIPS LN			0.03
2	P11509	MINERAL WELLS DR			0.06
2	O11004	MISSION TEJAS DR			0.02
2	O10417	MISTY SHORE LA			0.09
2	O10422	MOORLYNCH AVE			0.38
2	O11011	MORGANA DR			0.16
2	O11001	MOVING WATER LA			0.04
2	O11002	MUSTANG ISLAND CIR			0.08
2	P10935	PAUMA VALLEY WY			0.03
2	P10935	PAUMA VALLEY WY			0.07
2	O11003	PEDERNALES FALLS DR			0.01
2	P11515	PENNY ROYAL DR	ROWE LN	WM CTY LINE	0.54
2	P10927	PINON HILLS CT	BELLERIVE DR	END	0.02
2	P10930	PLAINFIELD CT			0.05
2	P10943	PUMPKIN RIDGE CT			0.06
2	P10943	PUMPKIN RIDGE CT			0.04
2	P11516	RED IVY CV	PENNY ROYAL DR	CUL-DE-SAC (WEST)	0.02
2	O10423	SANGREMON WY			0.25
2	P10932	SEVEN BRIDGES CT			0.02
2	P10939	SHANTY CREEK PL			0.02
2	P11514	SILVERBELL LN	PENNY ROYAL DR	PENNY ROYAL DR	0.30
2	P10940	THORNBLADE CT			0.02
2	P10937	TREYBURN LA			0.05
2	P10937	TREYBURN LA			0.32
2	P10942	WAKONDA CT			0.01
2	P10942	WAKONDA CT			0.03
2	P10931	WAYZATA CT			0.05
2	O10424	WESTONBIRT LN			0.06
2	P11507	WINDING SHORE LA			0.12
2	P11507	WINDING SHORE LA			0.31
				PCT 2 TOTAL	8.80
3	K03103	BLACKSMITH CV	CORDILLA LN	END	0.25
3	K03109	CREEK MEADOW CV	US HWY 71 WEST	CUL-DE-SAC	0.36

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	K03100	EVIDENCE CV	US HWY 71 WEST	CUL-DE-SAC	0.36
3	K03112	FIG BLUFF LN	HIDDEN CREEK LN	WILD HORSE CV	0.12
3	K03102	GUNSTREAM LN	HAYSTACK CV	CORDILLA LN	0.20
3	K03101	HAYSTACK CV	END	END	0.47
3	K03110	HIDDEN CREEK LN	US HWY 71 WEST	FIG BLUFF LN	0.49
3	K03108	RIDGEPOLE LN	CORDILLA LN	BEE CREEK RD	0.34
3	K03111	SINGLE PEAK CV	END	HIDDEN CREEK LN	0.24
3	K03105	WHIRLWIND CV	CORDILLA LN	END	0.10
3	K03400	WHITE HORSE CV	END	BEE CREEK RD	0.31
3	K03114	WILD COW CV	FIG BLUFF LN	END	0.05
3	K03113	WILD HORSE CV	END	FIG BLUFF LN	0.07
				PCT 3 TOTAL	3.36
				ALL PCT TOTALS	26.33

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4115 - Signs/Barricade Maintenance

This element will function as a core element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Inspect, maintain and install approximately **6500 devices**.

Performance Monitors and Measures:

Maintain and install traffic signs & devices in compliance with the 2006 TxMUTCD.

- Provide preventative and responsive maintenance to all traffic control devices on accepted roadways.
- All signs replaced and all new signs installations shall be "crash worthy" in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluations of Highway Features."
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and total devices.

Minimum Response Times:

- Emergency Responses (Regulatory): **2 hours**
- Other Regulatory Devices: **5 days**
- Non-Regulatory Devices: **10 days**

* Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Members:	6 – RMW Sr's	100%
	2 – RMW Sr's	50%

* NOTE: FY11 indefinitely on HOLD: 2 – RMW Sr's



4116 - Roadway Striping

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- Re-paint centerline and edgeline striping for **450.76 miles** of striped roadways within the County.
- Repaint all non-thermoplastic pavement legends and crosswalks annually.
- Maintain all thermoplastic legends and crosswalks on an as-needed basis.
- Install new and maintain existing raised pavement markers as needed.
- Layout and stripe individualized striping plans as directed by the traffic engineering department.
- Restripe Parks and Facilities parking lots and roads upon transfer of funds on a job by job basis.

Performance Monitors and Measures:

- Maintain traffic asphalt markings and legends in compliance with 2006 TxMUTCD.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to established schedules.

Complete re-striping phases on schedule:

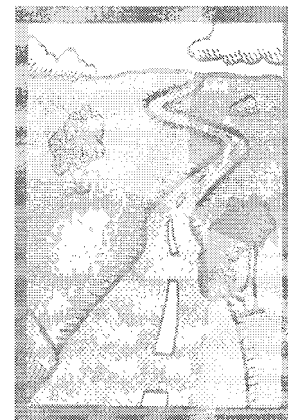
- Schedule striping to coincide with proposed pavement maintenance and rehabilitation projects.
- All other striping is scheduled as indicated below in rotation through the County.

Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Leader:	Steve Etheridge	100%
Team Members:	2 – EO's	100%
	2 – RMW Sr's	50%

Schedule:

Location	Miles	Start Date	Finish Date
Precinct 1 and Overlay/Chip Seal Roads	124.07	4/25/11	9/30/11
Precinct 2	35.98	3/28/11	4/22/11
Precinct 3	178.29	11/15/10	3/25/11
Parks/Facilities	30.00*		
Precinct 4	82.42	10/01/10	11/12/10
Total Mileage	450.76		



*equivalent in mileage for 10 days of labor to restripe parking lots

4118 - Traffic Engineering

This element is a countywide roadway maintenance element. Resources will be available at the Executive Office Building to respond to requests from all service areas.

Actions:

- Respond to approximately **210** constituent requests regarding traffic issues from all service areas.

Performance Monitors and Measures:

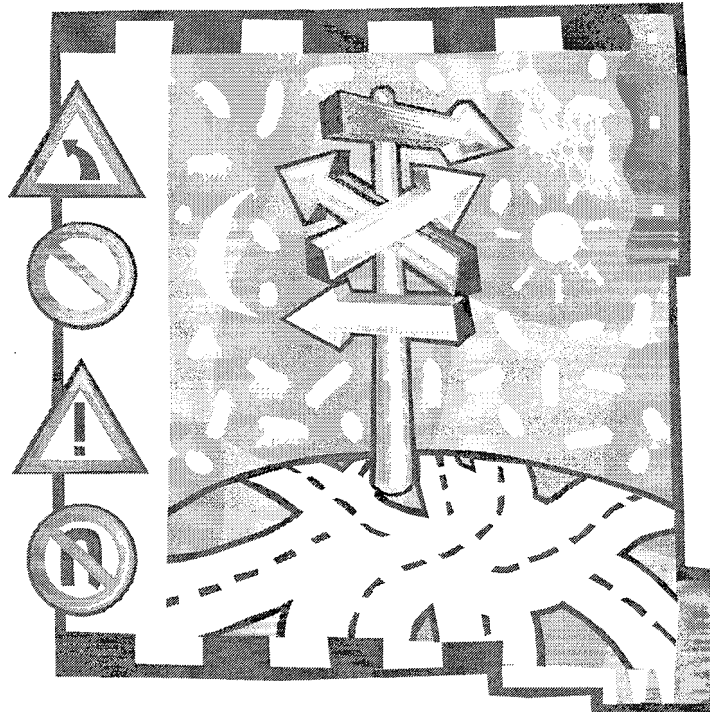
- Respond to constituent requests regarding traffic issues from all service areas within a timely manner.
- Prepare signal warrant studies, all-way stop studies, school zone studies, ball bank analyses, and speed limit studies. All studies must be in compliance with the 2006 TxMUTCD.
- Prepare work orders for required signing and/or striping based on engineering analysis.
- Provide engineering review for traffic impact analysis, traffic control plans & utility cuts.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

Minimum Response Times:

- Field inspect and respond: **2 weeks**
- Complete engineering studies: **8 weeks**

Staff Assignment & Time Investment:

Program Manager:	David Greear	30%
Team Members:	Scott Lambert	35%
	Joe Hall	100%
	Jaime Mancillas	100%



4120 - Secondary Drainage

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Implement standards and concepts utilizing the Texas Pollutant Discharge Elimination System (TPDES) requirements.
- Complete **325** drainage projects <500 hours.
- Complete **5** drainage projects >500 hours.
- Complete drainage rehabilitation projects that are identified for internal staff assignment and in-house completions.

Performance Monitors and Measures:

- Evaluate, stage resources & locate utilities.
- Human Resources assigned are measured for performance achievement on attainment of established response times for external work requests and adherence to established schedules.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.

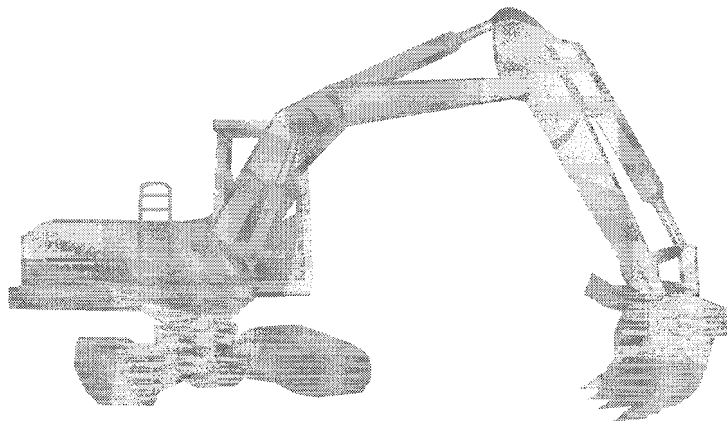
Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

* Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	15%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	50%
Team Leaders:	Vacant, Vacant, East	100%
	Victor Sequeira, Matthew Gibson, West	100%
	Mike Sanders, East / Doug Todd, West	100%
Team Members:	16 - EO's 14 - RMW's	100%
Engineer:	Steve Schiewe	50%

* NOTE: FY11 indefinitely on HOLD: 1 - EO, Sr (Team Leader) 2 - RMW's



4121 - Drainage Structure Rehabilitation

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Implement standards and concepts utilizing TPDES requirements.
- Complete drainage rehabilitation projects as identified from work requests in secondary drainage.
- Complete comprehensive countywide drainage study.

Performance Monitors and Measures:

- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources are shared between this program and Program 4120 Secondary Drainage.

Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	30%
Engineer:	Steve Schiewe	50%



4125 - ROW Vegetation Control

This element will function as a core element at each service center to respond to projects internal to each service area.

Actions:

- Complete **2700 miles** of ROW strip mowing.
- Complete **100 miles** of herbicide application.
- Complete **300 miles** of brush trimming.

Performance Monitors and Measures:

- Meet or exceed the Federal and State environmental laws and County policies.
- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

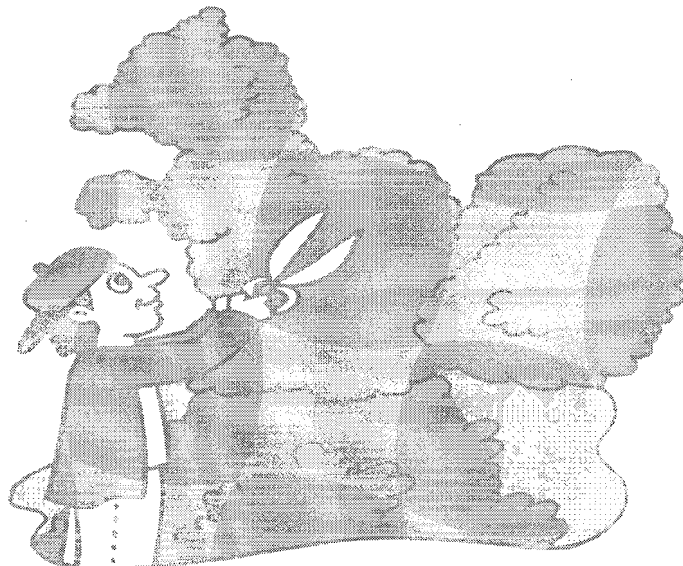
Response Times for Zone Area Mowing & Line-of-Sight Response Request:

- Line-of-Site responses: **3 days**
- Zone mowing operations in each precinct are scheduled by proximity locations and annualized rotation:
East – 3 cycles per year / **West** – 3 cycles per year.

* Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisors:	Curtis Mills, East / Kevin Kunkel, West	45%
Team Leaders:	Vacant, East / Bryan Meredith, West	100%
Team Members:	15 - RMW's	100%

NOTE: FY11 indefinitely on HOLD: 1 – RMS Sr. (Team Leader) 1 – RMW



FY 11 Vegetation Control

Mowing Schedule

Location	FIRST CUT		SECOND CUT		THIRD CUT	
	From	To	From	To	From	To
PCT 1						
Zone A	05/16/11	05/27/11	07/18/11	07/29/11	09/19/11	09/30/11
Zone B	05/31/11	06/13/11	08/02/11	08/15/11	10/04/11	10/17/11
Zone C	06/15/11	06/28/11	08/17/11	08/30/11	10/19/11	11/01/11
Zone D	06/30/11	07/13/11	09/01/11	09/14/11	11/03/11	11/16/11
PCT 2						
Zone A	05/16/11	05/24/11	07/04/11	07/12/11	08/22/11	08/30/11
Zone B	05/26/11	06/03/11	07/14/11	07/22/11	09/01/11	09/09/11
Zone C	06/07/11	06/15/11	07/26/11	08/03/11	09/13/11	09/21/11
Zone D	06/17/11	06/27/11	08/05/11	08/15/11	09/23/11	10/03/11
WSC/PCT 3						
North						
Zone A	05/16/11	06/03/11	07/05/11	07/25/11	08/29/11	09/16/11
Zone B	06/07/11	06/27/11	07/27/11	08/16/11	09/20/11	10/10/11
Zone C	05/16/11	05/30/11	07/05/11	07/19/11	08/29/11	09/12/11
Zone D	06/01/11	06/28/11	07/21/11	08/17/11	09/14/11	10/11/11
South						
Zone A	05/16/11	06/02/11	07/05/11	07/22/11	08/29/11	09/15/11
Zone B	06/06/11	07/01/11	07/26/11	08/22/11	09/19/11	10/14/11
Zone C	05/16/11	06/07/11	07/05/11	07/27/11	08/29/11	09/20/11
Zone D	06/09/11	07/01/11	07/29/11	08/22/11	09/22/11	10/14/11
PCT 4						
Zone A	05/16/11	05/27/11	07/18/11	07/29/11	09/19/11	09/30/11
Zone B	05/31/11	06/13/11	08/02/11	08/15/11	10/04/11	10/17/11
Zone C	06/15/11	06/28/11	08/17/11	08/30/11	10/19/11	11/01/11
Zone D	06/30/11	07/13/11	09/01/11	09/14/11	11/03/11	11/16/11

Herbicide Applications Schedule

TASK	DURATION (in days)	START	END
TEAM #1 and #2	155	Mon 3/07/11	Fri 10/07/11
Spray Application			
PCT. 4 – Spray Application	15		
PCT. 1 – Spray Application	15		
PCT. 2 – Spray Application	10		
Spot Application- Summer			
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
PCT. 2	10		
Spot Application - Fall			
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
Type C Overlay	15		
Chip Seal Program			
PCT. 3	10		
PCT. 2	5		
PCT. 4	5		
PCT. 1	10		

4127 - Work Order Response

This element will function as a core element. Resources will be available at each service center to respond to projects internal to each service area.

Actions:

- Support Community Service Restitution programs with equipment and personnel on larger projects.
- Respond to **500** miscellaneous work requests on accepted ROW's and complete Christmas tree recycling in January.
- Respond to requests for the removal and disposal of **300** dead animals on accepted ROW's.

Performance Monitors and Measures:

- Evaluate, stage resources & complete all requested responses on County ROW's.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

Minimum Response Times:

- Dead animals: **2 days**
- Litter requests: **10 days**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisor:	Curtis Mills, East	10%
	Kevin Kunkel, West	10%
	Jaime Garcia, Traffic (Dead animal response)	5%
Team Leaders:	Kevin James	100%
Team Members:	2- EO's	100%
	(CSR – Trustee's, Probation resources)	50%



4128 - Pedestrian Way Maintenance

This element is a county wide roadway maintenance element. Work will be completed utilizing both county crews as well as contracted services. The Traffic Engineering section will coordinate and administer outside contracts.

Actions:

- Install curb ramps at all locations where sidewalks cross curb lines.
- Bring non-ADA compliant sidewalks, driveways, and curb ramps into compliance.
- Provide ADA compliant pedestrian routes near schools and pedestrian generators.
- Bring non-ADA compliant sidewalks into compliance along roadways scheduled for overlays and reconstruction.

Performance Monitors and Measures:

- Repair and replace sidewalks with cross slopes over 2%, and any elevation changes of more than ¼". Replace any curb ramps with slopes greater than 12:1 and landings of less than 4 feet by 4 feet.
- Sidewalks repaired using County crews will be managed by the pedestrian way road maintenance supervisor utilizing a bid time process.
- Sidewalks repaired using contracted services will be managed by the Traffic Engineering section.
- See attached FY11 Project listing for sidewalks repaired using both contracted services as well as County Crews.
- Individual constituent requests will be reviewed, evaluated, and completed by County crews.

Staff Assignment & Time Investment:

Program Manager/Contract Services:	David Greear	10%
Manager Field Services:	Eddie Jones	15%
Element Supervisor:	Lloyd Rendon	30%
Engineer:	Scott Lambert	15%
Team Leader:	Gabriel Rebollar	100%
Team Members:	4 – EO's / 2 – RMW's	100%



ADA Sidewalk Repair Projects

FY11 Sidewalk Repair Projects

The FY11 ADA Sidewalk Repair list is based on criteria outlined in the 2007 Transition Plan for bringing sidewalks into compliance with the Americans with Disabilities Act.

COMPLETED BY COUNTY CREWS*					
Closest ADA Feature	Roadway Limits	Replace Curb Ramp	New Sidewalk	Repair Sidewalk (EA)	Total Sidewalk (LF)
Austin's Colony Neighborhood					
Austin's Colony Blvd	Rumfeldt St to Sandifer St	1	430'		430'
Rumfeldt St	Austin Colony to Ayala Dr			1	20'
Highsmith St	Sojourner St to Ayala Dr	1		3	60'
Varrelman St	Sojourner St to Ayala Dr	1		4	80'
Sandifer St	Sojourner St to Varrelman St			2	40'
Austin's Colony Blvd	Sandifer St to Deaf Smith Blvd	4	500'		500'
Fitzgibbon Dr	Austin Colony to Crownover	1		1	20'
Pevetoe St	Fitzgibbon to Crownover			1	20'
Menifee St	Austin Colony to Crownover	1		4	80'
Deaf Smith Blvd	Austin Colony to Crownover			2	40'
	Total:	9	930'	18	1,290'
Briar Creek Neighborhood					
Briarcreek Lp	Blake Manor (west I/S) to Blake Manor (east I/S)		80'	19	460'
Melstone Dr	Lima Dr to end			3	60'
Hungry Horse Dr	Cutback Dr to end			3	60'
Golden Valley Dr	Briarcreek Lp to Briarcreek Lp			1	20'
Powder Creek Dr	Briarcreek Lp to Briarcreek Lp			4	80'
Great Valley Dr	Briarcreek Lp to Briarcreek Lp			4	80'
	Total:		80'	34	760'
	County Crew TOTAL	9	1,010'	52	2,050'

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

COMPLETED BY CONTRACT SERVICES*

Closest ADA Feature	Roadway Limits	Replace Curb Ramp	New Sidewalk	Sidewalk shaving	
Austin's Colony					
Austin Colony Blvd	Westall Street to Deaf Smith Blvd	15	1,000	12	
Rumfeldt St	Austins Colony to Ayala Dr			14	
Highsmith St	Sojourner St to Ayala Dr			10	
Varrelman St	Sojourner St to Ayala Dr			8	
Sandifer St	Sojourner St to Varrelman St			6	
Banda La	Sandifer St to end			2	
Reeder's Dr	Highsmith St to Sarah Ann Dr			2	
Louise Lee Dr	Highsmith St to Sarah Ann Dr			2	
Fitzgibbon Dr	Austins Colony to Crownover St			9	
Mims Cv	Fitzgibbon Dr to end			2	
Denehoe Cv	Fitzgibbon Dr to end			5	
Pevetoe St	Fitzgibbon Dr to Crownover St			4	
Meniffee St	Austins Colony to Crownover St			7	
Deaf Smith Blvd	Austins Colony to Crownover St			8	
Crownover St	Pevetoe St to Caleb Dr			19	
Caleb Dr	Deaf Smith Blvd to Crownover St			12	
	TOTAL =	15	1,000	122	
BriarCreek					
Briarcreek Lp	Blake Manor (west I/S) to Blake Manor (east I/S)	15	500	45	
Flat Head Dr	Briarcreek Lp to Briarcreek Lp			2	
Belfry Ps	Briarcreek Lp to Briarcreek Lp			7	
Great Falls Dr	Briarcreek Lp to Little Sky Dr			4	
Great Valley Dr	Briarcreek Lp to Briarcreek Lp			6	
Powder Creek Dr	Briarcreek Lp to Briarcreek Lp			8	
Belt Dr	Briarcreek Lp to Powder Creek Dr			2	
Lima Dr	Cutback Dr to Briarcreek Lp			8	
Melstone Dr	Lima Dr to end			5	
Cutback Dr	Blake Manor Rd to end			11	
Hungry Horse Dr	Cutback Dr to end			5	
	TOTAL =	15	500	103	
	Contracted Services TOTAL	30	1,500	225	

SECTION 2

**ROAD
&
BRIDGE**

**PROGRAM 43
SIGN FABRICATION**

Transportation & Natural Resources Sign Fabrication Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- Meet or exceed the Federal and State environmental laws and County policies.

Objective

- To fabricate signs and ROW traffic control devices for all departments in compliance with the Division operating standards.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 1/15/11, 4/15/11, 7/15/11 and 10/15/11.
- Monthly excel reports will be utilized to determine the percentage of constituents we are responding to within the minimum dedicated timeframes.

Support Staff & Their Contribution

Engineering Services

- Respond to requests concerning compliance issues related to traffic sign fabrications.

Financial Services

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.

4305 - Sign Fabrication

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to requests from all departments. The Road Maintenance Supervisor for traffic control will coordinate the resources for this element.

Actions:

- Fabricate **6500** signs and ROW traffic control devices for Road Maintenance Division.
- Fabricate signs and other graphics for other departments in compliance with the Division's operating standards.

Performance Monitors and Measures:

- Fabricate traffic signs & devices in compliance with the 2006 TxMUTCD.
- Provide responsive fabrication for all traffic control devices on accepted roadways.
- Provide responsive fabrication of sign requests from all departments within the County. Any "non-standard" sign requests will require a budget transfer for material costs.
- Provide responsive services for the application of motor vehicle decals provided through Fleet Services.
- Human resources assigned are measured for performance achievement on attainment of established response times for all work requests and total devices.

Minimum Response Times:

- Standard: **3 days**
- Customized: **10 days**

Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	25%
Team Members:	2 - Sign Fabricators	100%



SECTION 3

ROAD & BRIDGE

PROGRAM 85 CUSTOMER SERVICE

Transportation & Natural Resources Customer Service Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Maintain all accepted roads in fair or better condition, as measured by PM condition surveys.
- Manage and operate the County transportation system to certification standards of the APWA.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- To manage an effective after-hours response to existing road, drainage systems, and other emergency operations on accepted roadways and easements.
- To provide administrative service support to the service centers by responding to external customer requests.
- To meet or exceed the Federal, State and County policies.

Objective

- To provide a central point of contact for all internal and external requests for services and distribution to those requests to the appropriate divisions within the department.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/11, 04/15/11, 07/15/11 and 10/15/11.
- HTE and excel reports will be utilized to determine the percentage of customers TNR is responding to within the minimum dedicated timeframes.

Support Staff & Their Contribution

Engineering

- Provides limited record keeping, surveying and administrative support for identifying plots at the International Cemetery.

Human Services

- Notifies TNR staff of scheduling and tracking inventories on requested deliveries.

Financial Services

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.
- Provides support services for time-sheet coordination.

TNR Dispatch

- Provides radio support services and documents all resources for after-hours call-outs.

Administrative Services

- Provides support services for employee related issues.

8505 - Dispatch & Program Operations

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to all requests.

Actions:

- To provide a central point of contact for all internal and external requests for services and distribute those requests to the appropriate divisions within the department.

Performance Monitors and Measures:

- Maintain and document phone & radio communications with department staff.
- Receive, process and respond to work requests for service.
- Receive request and submit purchase requisitions for road maintenance materials.

Minimum Response Times:

- Requests: 1 day

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisor:	Geena Rohan	50%
Team Members:	2 – Dispatchers	100%



8510 – Solid Waste Management

This element will function as a countywide customer service element. Resources which service the Northwest quadrant of Travis County will be available at FM 1431 and will coordinate the resources for this element.

Actions:

- To receive, compact and provide solid waste transfer services for residential refuse only.
- To serve as a recycle station for non-commercial/industrial recyclables, as part of a regional solid waste operation.

Performance Monitors and Measures:

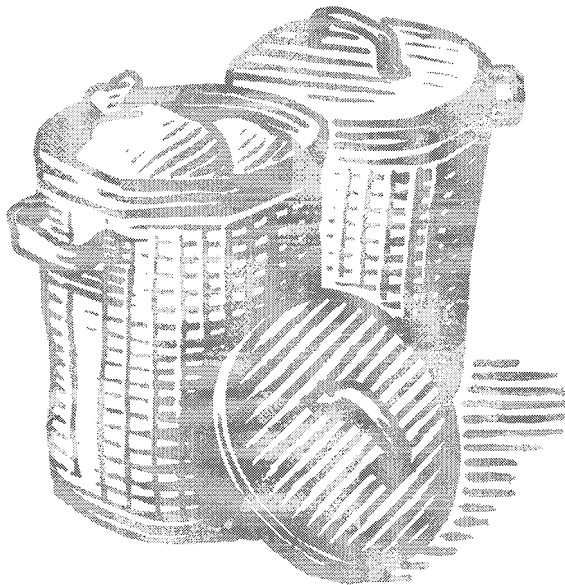
- Recyclables - TBD
- All received solid waste transferred daily.

Minimum Response Times:

- Requests: **Upon Receipt**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisor:	Kevin Kunkel	10%
Team Leader:	George Cloud	60%
Team Members:	1 – Office Specialist Sr.	5%



8515 – After-Hours Response

This element will function as a core customer services element. Resources will be available at each service center to respond to emergencies in each service area. The Road Maintenance Manager from each service area will coordinate the resources for this element.

Actions:

- Effective after-hours response to existing roads, drainage systems, and other emergency operations on accepted roadways and easements.
- Effective responses to existing roads, drainage systems, and other emergency operations on accepted roadways and easements as needed during operation hours.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

Performance Monitors and Measures:

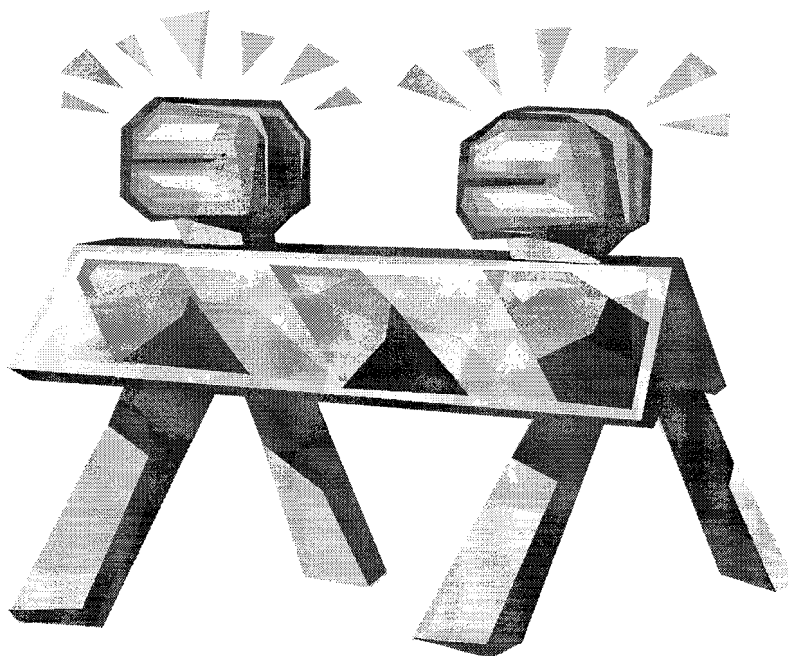
- Respond to approximately **125** after-hour calls.
- Respond to emergency responses during business hours as needed.

Minimum Response Times:

- **2 Hours**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisors:	Road Maintenance Supervisors	10%
West Coordinator:	Lester Lehman	5%
East Coordinator:	Tracy Smith	5%
Dispatch Operations	2 – Dispatchers & 1 Administrative Associate	5%
Team Members:	24 - Primary contacts consisting of various EO/RMW's slots	100%



8520 - Precinct Services

This element will function as a core customer services element. Resources will be available at each service center to respond to requests internal to each service area.

Actions:

- Provide administrative service support to the service center and assist the Travis County Human Services Department in transporting commodities to the Travis County rural centers.

Performance Monitors and Measures:

- Respond **weekly** to deliver commodities to the Travis County rural centers.
- Provide **daily** administrative support to the supervisors at the service center.
- Process Daily Job Reports (DJR's) for all elements by the following day of receipt.

Minimum Response Times:

- On Demand or As Required

Staff Assignment & Time Investment:

Element Managers:	Howard Herrin	5%
Element Supervisors:	Geena Rohan, Administrative Associate	40%
	Curtis Mills, Road Maintenance Supervisor	5%
Team Members:	3 – Office Specialist Sr	80%
	1 – Office Specialist	80%



8525 - International Cemetery

This element will function as a countywide element. Resources will be available within the customer services program to maintain the grounds and provide services for indigent burial at the International Cemetery. The Road Maintenance Supervisor at the East Service Center will coordinate the resources for this element.

Actions:

- Prepare an average of 12 burial sites each month.
- Maintain the entire cemetery grounds.

Performance Monitors and Measures:

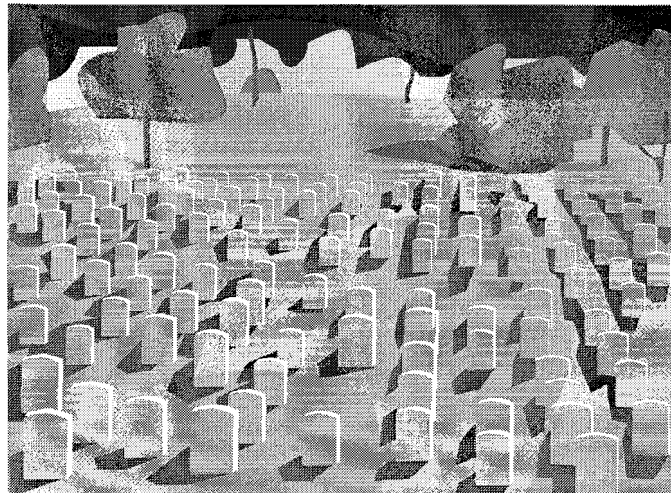
- As required (Estimated - 144 Burials)
- Required maintenance of grounds and timeliness of burials

Minimum Response Times:

- Weekly maintenance schedule.

Staff Assignment & Time Investment:

- | | | |
|-----------------------|---------------------------|------|
| • Element Manager: | Howard Herrin, | 5% |
| • Element Supervisor: | Curtis Mills | 10% |
| • Team Members: | 1 - RMW | 100% |
| | 1 - Office Specialist Sr. | 5% |



8530 - CSR Support Services

This element will function as a countywide customer service element. Resources will be available at both service centers to respond to projects. The Road Maintenance Supervisors at both service centers coordinate all resources for this element

Actions:

- Maintain all accepted roads in fair or better condition, as measured by PM condition surveys.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

Performance Monitors and Measures:

- Complete approximately **100** line-of-site responses.
- Complete approximately **75** responses for ROW litter removal.
- Complete approximately **325** responses for ROW weekend litter removal.
- Complete approximately **50** brush control responses.

Minimum Response Times:

- Requests: **10 days**

* Staff Assignment & Time Investment:

- | | | |
|------------------------|--|------|
| • Element Manager: | Howard Herrin | 10% |
| • Element Supervisors: | Kevin Kunkel - West | 15% |
| | Curtis Mills - East | 15% |
| • Team Members: | 4 - RMW's | 100% |
| | (CSR - Trustee's, Probation resources) | 50% |

* NOTE: FY11 indefinitely on HOLD: 1 - RMW



SECTION 4

ROAD & BRIDGE

SERVICE TO OTHER GOVERNMENTS & AGENCIES

9110 - Emergency Service Districts Fleet Services

Objective

- To provide preventive maintenance and repairs to emergency response vehicles and equipment through inter-local agreements entered into between Travis County and Emergency Service Districts.

Scope

- Program resources will be dedicated to preventive maintenance and repair of emergency response vehicles.

Deliverable

- Budgeted resources will be dedicated to performing preventive maintenance services and repairs.

Program Budget

Major line items affected by this program are as follows:

- **9121** - Parts
- **9123** - Fuel
- **9103** - Outside Repair

9115 - On Site Sewage Facilities

Objective

- Provide on-site wastewater system permits and inspections to communities that have inter-local agreements with Travis County.

Deliverable

- Provide on-site wastewater system permitting and inspecting for the Cities of *Rollingwood* and *San Leanna* as per the inter-local agreement.

9120 - Road and Bridge Maintenance

Objective

- Pave roadways within communities that have inter-local agreements with Travis County.
- Provide road maintenance & other services to agencies by cost reimbursements.

Deliverable

- Pave roadways within City of *Lakeway*, City of *Lago Vista*, Village of *San Leanna* and *Point Venture* as per the inter-local agreement.

8

Travis County Commissioners Court Agenda Request

Voting Session 12/14/2010
(Date)

Work Session _____
(Date)

- I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR
- B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Streetman Homes for Sidewalk Fiscal for West Cypress Hills Section 1 Lot 14 Block 1 in Precinct Three.**

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

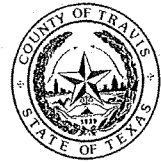
- II. A. Is backup material attached*: Yes X No
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).
- B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

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

III. Required Authorizations: Please check if applicable:

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

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



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

MEMORANDUM

DATE: November 19, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Cash Security Agreements for sidewalks on lots in West Cypress Hills.

Summary and Staff Recommendation:

Streetman Homes, proposes to use these Cash Security Agreement, as follows: Phase 1 Section 1 Lot 14 Block 1 \$2,398.08 Permit #10-1871, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

Budgetary and Fiscal Impacts:

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

Required Authorizations:

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

Exhibits:

Cash Security Agreements (1)
Map

TP:AMB:tp

1102 West Cypress Hills Phase 1 Section 1

RECEIVED



NOV 16 2010

TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

Request
from
STREETMAN HOMES, Ltd., L.L.P.
4407 Bee Cave Rd. #212
Austin, TX 78746

TO: Travis County 411 West 13 th 8 th Floor Austin, TX 78767 ATTN: Tim Pautsch	FROM: Kathy Rhoades phone: (512) 329-9966 fax: (512) 329-9928
DATE: 11/16/10	

Message:

Please post for sidewalk fiscal for the following addresses in West Cypress Hills:

<u>Street Address</u>	<u>Lot/Block/Phase/Section</u>	<u>Subdivision</u>
21940 Agarito	14 / 1 / 1 / Sec. 1	W. Cypress Hills

You can call me at the above number if you need any additional information.

THANK YOU!
Kathy Rhoades

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Streetman Homes, Ltd. LLP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: **\$2398.08**

SUBDIVISION: West Cypress Hills

Address: **21940 Agarito** Lot: **14** Block: **1**

DATE OF POSTING: **November 16, 2010**

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

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

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

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

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

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

Cash Security Agreement/Sidewalks

Page 2

constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

Signature: Kathy Rhoades

Name: Kathy Rhoades

Title: Production Manager

Date: 11/16/10

ADDRESS OF DEVELOPER

Streetman Homes, Ltd. LLP

4407 Bee Cave Rd, Suite 212

Austin, TX 78746

Phone: 512-329-9966

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT:

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

Vendor: 99689 TRAVIS COUNTY NATURAL Date: 11/16/2010 Check No: 00039320

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
21940agari	11/01/10	sidewalk fiscal 21940Aga	2398.08	0.00	2398.08
21940agari					

Check Subtotal		2398.08	0.00	2398.08

STREETMAN HOMES, LTD., LLP
4407 BEE CAVES ROAD, SUITE 212
AUSTIN, TEXAS 78746



86-252/1149

No.

039320

DATE

11/16/2010

CHECK AMOUNT

*****2,398.08

PAY

TWO THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS AND 08 CENTS*****

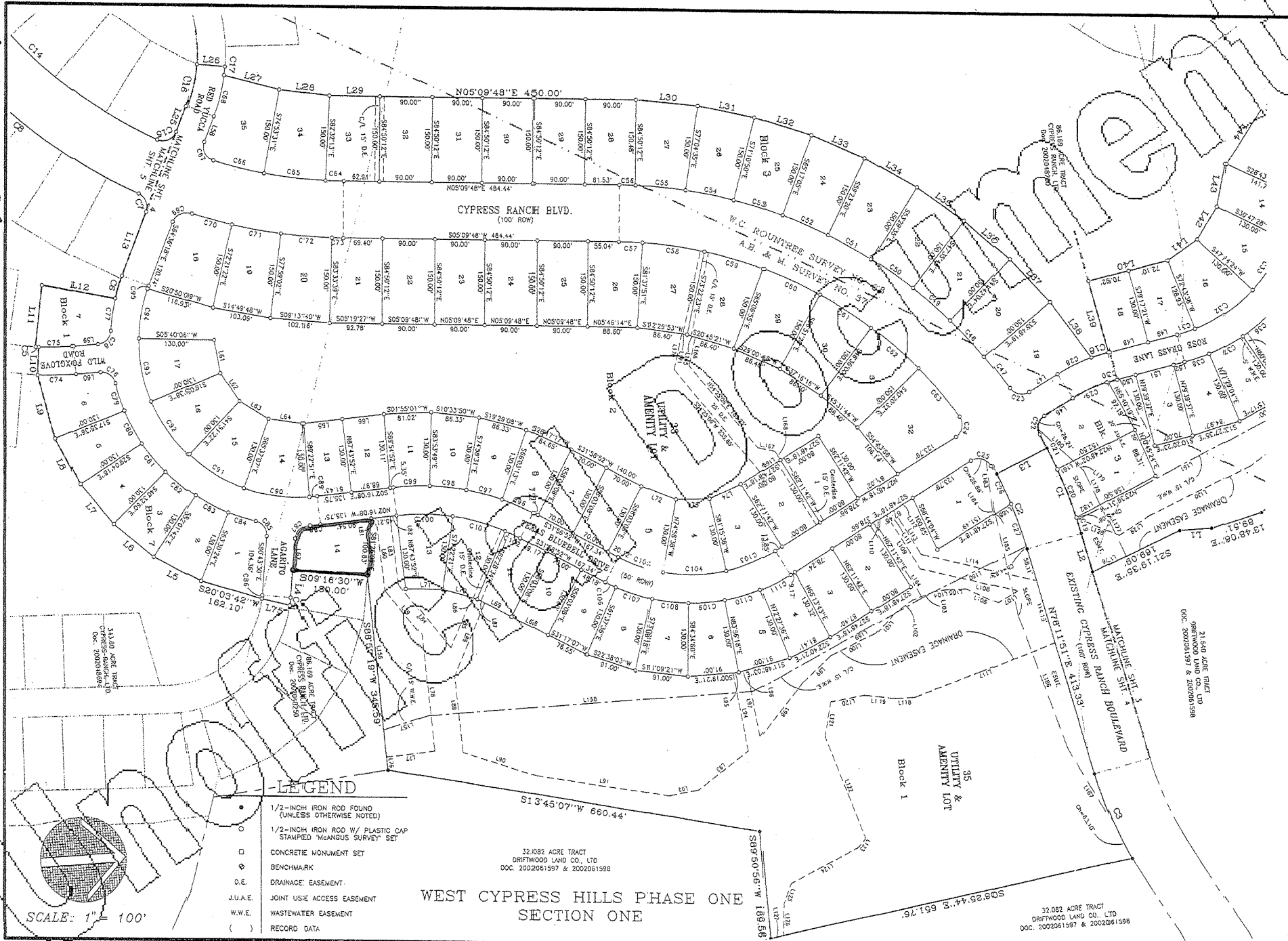
TO THE
ORDER
OF

TRAVIS COUNTY NATURAL
RESOURCES
P O BOX 1748
AUSTIN, TX 78767

STREETMAN HOMES, LTD., LLP

039320 1114902528 1500213063

400005002



PHOTOGRAPH BY KYLE

SCALE: 1" = 100'

LEGEND

- 1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2-INCH IRON ROD W/ PLASTIC CAP STAMPED 'MEANGUS SURVEY SET'
- CONCRETE MONUMENT SET
- BENCHMARK
- D.E. DRAINAGE EASEMENT
- J.U.A.E. JOINT USE ACCESS EASEMENT
- W.W.E. WASTEWATER EASEMENT
- () RECORD DATA

WEST CYPRESS HILLS PHASE ONE SECTION ONE

32.082 ACRE TRACT
DRIFTWOOD LAND CO., LTD
DOC. 2002061597 & 2002061598

32.082 ACRE TRACT
DRIFTWOOD LAND CO., LTD
DOC. 2002061597 & 2002061598

31.60 ACRE TRACT
DRIFTWOOD LAND CO., LTD
DOC. 2002061597 & 2002061598

Travis County Commissioners Court Agenda Request

Voting Session December 14, 2010 Work Session _____
 (Date) (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 the following in Precinct Four:

A. TNR's response to the Kimley-Horn & Associates Traffic and Transportation Analysis for the Formula One United States Grand Prix site near Elroy Road.

B. Formula One request for Variance to Travis County Code, Chapter 64, to allow alteration of a floodplain prior to receiving a Federal Emergency Management Agency Conditional Letter of Map Revision at the Formula One track site.

C. Approved by: _____
 Samuel T. Biscoe, Travis County Judge

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.

Anna Bowlin
 Teresa Calkins
 Don Ward
 David Greear

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 the backup memorandum and exhibits should be submitted to the County Judges 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 DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

MEMORANDUM

December 8, 2010

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: David Greear, P.E., Program Manager, Road Maintenance and Fleet Services
SUBJECT: Formula One Traffic Analysis

PROPOSED MOTION:

TNR's Response to the Kimley-Horn & Associates Traffic and Transportation Analysis for the Formula One United States Grand Prix site near Elroy Road in Precinct Four.

SUMMARY AND STAFF RECOMMENDATION:

On December 2nd, 2010, the Formula One's traffic consultant, Kimley-Horn and Associates, Inc. submitted their proposed traffic plan and analysis to Travis County - TNR. The study results provide a 3.25 hour traffic delay with the use of contra-flow lanes, shuttle services, additional driveway access points, and efficient traffic routing. TNR is scheduled to submit detailed comments in reference to the traffic plan by the end of this year.

Overall, Travis County agrees with the basic assumptions, routing of vehicles, and the use of contra-flow lanes included in the report. The one issue that Travis County does not agree on is the mixing of shuttle traffic with vehicular traffic on Elroy Road. We believe that the shuttle operations will not be successful unless shuttle vehicles have a dedicated lane of travel. Furthermore, Elroy Road will need an additional travel lane for emergency operations access. Currently Elroy Road from McAngus Road to the northern access point of the site is only two lanes with no shoulders and the submitted traffic plan proposes using both lanes as contra-flow operations with no lanes available for shuttle services or emergency operations access. Thus, Travis County believes Elroy Road from McAngus Road to the northern access of the site needs to be widened to a minimum of 4 lanes. This work would include the widening of the existing bridge structure on Elroy Road that spans Dry Creek.

The approximate cost for widening Elroy Road from a 2-lane roadway to a 4-lane roadway is \$6 million. Travis County staff believes the cost associated with

widening Elroy Road should be born by the developer. We also anticipate the traffic congestion associated with the first Grand Prix in 2012 could be worse than what is modeled at this time. Future Grand Prix's will likely benefit from "lessons learned" from traffic control and setup after the first year, and congestion levels should normalize after a couple of race events.

This improvement will need to be funded and constructed by the Formula 1 developers. A Roadway Agreement including these improvements must be in place before the Final Site Plan can be approved.

Furthermore, the developer must provide at his cost, a Special Event Management Plan, a Detailed Traffic Control Set-up Plan, contracts for set-ups of all traffic control devices on race weekend, and plans to fund the necessary traffic control officers for race weekend.

BACKGROUND:

On September 7, 2010, Formula One representatives and Travis County Traffic Engineering, presented an overview of the proposed Formula One site located in southeast Travis County. Within this presentation, Travis County staff projected a 12 hour delay for traffic congestion attending a Formula One Grand Prix race event. This projection was based on a "do nothing" scenario that set a base line for what the traffic would look like if the site only had two driveway access points, and no additional improvements were made to the roadways or traffic patterns.

Since the initial presentation to Commissioner's Court, Travis County has worked with Formula One representatives and their traffic consultant Kimley Horn and Associates in identifying potential traffic issues and possible solutions to decreasing the anticipated traffic delays with a goal of 3 hours delay or less. The first step that the Formula One consultant and Travis County accomplished was agreeing on a basic roadway capacity assumption of 750 vehicles per lane per hour.

A combined group of Travis County, City of Austin and TxDOT employees attended the AAA Texas 500 NASCAR races on November 6th-7th, 2010 at the Texas Motor Speedway in Fort Worth. That evaluation provided Travis County with first hand knowledge of how contra-flow operations worked and confirmed the assumption of 750 vehicles per lane per hour.

Next, Travis County and Kimley Horn worked out several issues that needed to be included in their traffic analysis. These issues included the following:

- 1.) Possible off-site parking locations for shuttle services and dedicated routes for shuttle services that do not cross proposed vehicular travel routes.
- 2.) Efficient routing of traffic from surrounding geographic regions in order to fully utilize existing roadway capacities.

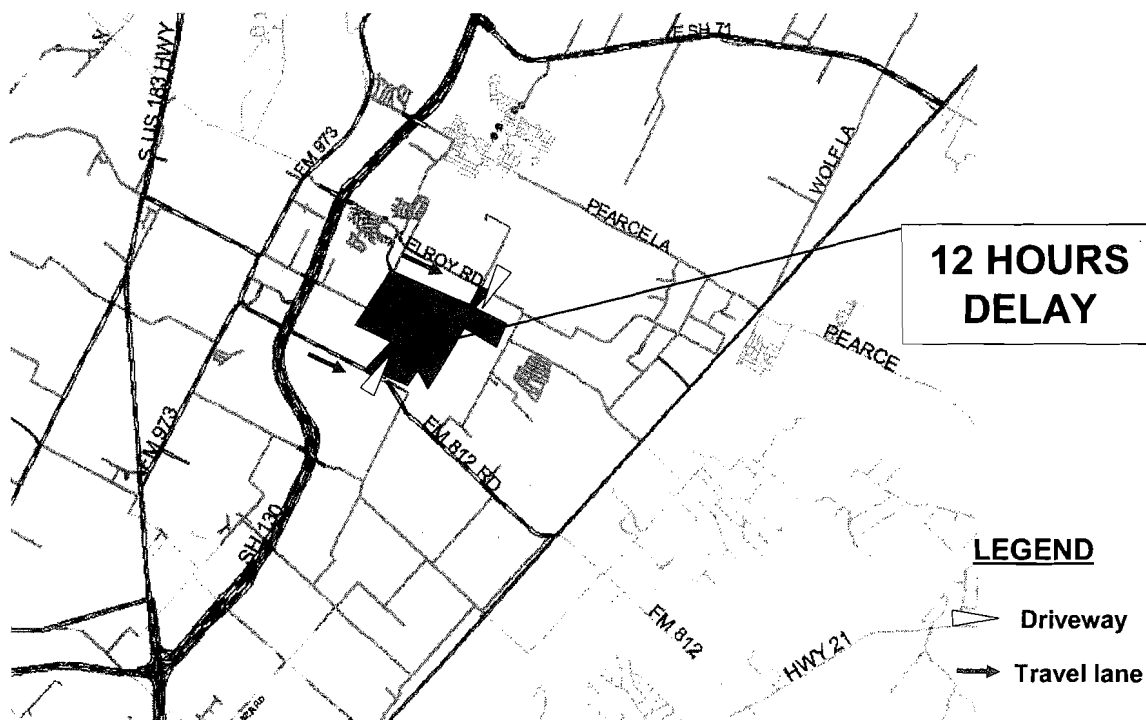
- 3.) Coordinated traffic routing with on-site parking capabilities so as not to overload any particular on-site parking area.
- 4.) Identifying all possible transportation modes and needs, and what the limits of those modes might be.
- 5.) Analysis of roadway capacities and access points to the site with a goal of three hours delay or less.
- 6.) Proposed roadway improvements needed to reduce the traffic delay times and provide for future success of the site for a variety of uses.

On December 2nd, 2010, Kimley Horn submitted their proposed traffic plan and analysis to Travis County. The study results provide a 3.25 hour delay with the use of contra-flow lanes, shuttle services, additional driveway access points, and efficient traffic routing. Travis County is scheduled to submit comments in reference to the traffic plan by the end of this year. Overall, Travis County agrees with the basic assumptions, routing of vehicles, and the use of contra-flow lanes. The one issue that Travis County does not agree on is the mixing of shuttle traffic with vehicular traffic on Elroy Road. We believe that the shuttle operations will not be successful unless shuttle vehicles have a dedicated lane of travel. Furthermore, Elroy Road will need an additional travel lane for emergency operations access. Currently Elroy Road from McAngus Road to the northern access point of the site is only two lanes with no shoulders and the submitted traffic plan proposes using both lanes as contra-flow operations with no lanes available for shuttle services or emergency operations access. Thus, Travis County believes Elroy Road from McAngus Road to the northern access of the site needs to be widened to a minimum of 4 lanes. This work would include the widening of the existing bridge structure on Elroy Road that spans Dry Creek.

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Furthermore, the developer must provide at his cost, a Special Event Management Plan, a Detailed Traffic Control Set-up Plan, contracts for set-ups of all traffic control devices on race weekend, and plans to fund the necessary traffic control officers for race weekend.

Original Do Nothing Scenario



Facts:

120,000 spectators (approximately 300,000 over three days – Friday, Saturday, Sunday)

35,000 vehicles (average of 3 passengers per vehicle)

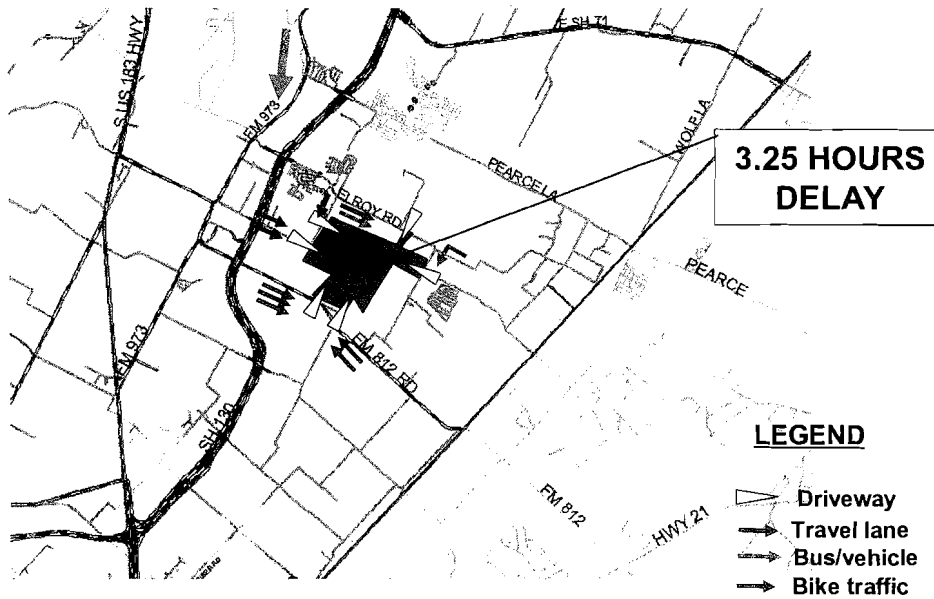
15,000 bus riders (150 bus trips or approximately 1 bus trip every minute for 3 hours)

With only one entrance on FM812 and one entrance on Elroy Road it will take

12 HOURS (based on 1,500 vehicles per hour per lane)

Proposed traffic plan by Formula One Consultants

- 1.) Add 4 additional access points
- 2.) Utilize heavy use of contra-flow operations
- 3.) Include off-site parking with shuttle service
- 4.) Repave and restripe FM812 to allow for two additional lanes.



Facts:

120,000 spectators (approximately 300,000 over three days – Friday, Saturday, Sunday)
23,889 vehicles (average of 3 passengers per vehicle)
5,000 camping RV vehicles (average of 4 people per RV)
13,200 bus riders (240 bus trips or approximately 1 bus trip every minute for 4 hours on 60 minute loop)
Six entrances to site and a 6 lane private roadway through the middle of the site for parking circulation

11 LANES

ATTACHED EXHIBITS:

Initial Traffic and Transportation Analysis prepared by Kimley-Horn and Associates, Inc.
Supplemental Memorandum from Kimley-Horn and Associates, Inc.



Kimley-Horn
and Associates, Inc.

TECHNICAL MEMORANDUM

To: Mr. Richard Suttle, Armburst & Brown

From: Aaron W. Nathan, P.E., AICP
Kimley-Horn and Associates, Inc. (TX Reg. F-928)

Date: December 1, 2010

Subject: Initial Traffic and Transportation Analysis
Formula 1 United States Grand Prix
Travis County, Texas

Executive Summary

Kimley-Horn and Associates, Inc. was retained by Formula 1 United States to provide an evaluation of the traffic and transportation impacts of a Formula 1 (F1) Race at the proposed racing facility located in Travis County, Texas. Based on the results of this analysis, we offer the following conclusions:

1. Based on the framework described in this memorandum for an aggressively controlled special event management plan, the provision of significant off-site shuttle service, and the allowance of bicycle and helicopter traffic; the service time for safely filling and clearing the proposed parking facilities under the 'design' scenario will be approximately 3.25 hours. This means that the longest amount of time a vehicle will wait to enter or leave the facility is 3.25 hours (33% will leave within ~1 hour, 66% within ~2.2 hours, and 100% within 3.25 hours). By providing for post race events that attract 20% of the attendees to stay for multiple hours after the completion of the race, the service time drops from 3.25 hours to 2.6 hours.
2. The completion of the three (3) highest priority capital improvement projects in the 'design' scenario (the addition of two lanes to serve Lots 2 and 3 along Elroy Road, the addition of a fifth lane along FM 812, and constructing a new north-south roadway connecting to Pearce Lane) would reduce the services times for the main parking areas from 3.28 to 2.06 hours, a 37% improvement (by increasing the capacity from 5,100 vehicles per hour to 8,100 vehicles per hour).
3. Under a potential 'full contra-flow' scenario, where the framework for the special event management plan is the same as the 'design' scenario, no capital improvements are completed, and a post race event is planned that attracts 20% of the attendees to stay for multiple hours after the completion of the race; however where certain roadways are permitted to be operated with full contra-flow conditions (e.g. all lanes inbound prior to the event and all lanes outbound after the event), the service time under this 'full contra-flow' with a special event scenario is projected to be approximately 2 hours. This means that the longest amount of time a vehicle will wait to leave the facility is 2 hours (50% will leave within 1 hour and 100% within 2 hours).



Introduction

Kimley-Horn and Associates, Inc. was retained by Formula 1 United States to provide professional services to evaluate the traffic and transportation impacts of a Formula 1 (F1) Race (or other similar event) at the proposed racing facility located between Elroy Rd. and FM 812, just east of SH 130 in Travis County, Texas.

Purpose

The primary purpose of this initial analysis is to determine the necessary traffic management tools, transportation infrastructure, and support services required to maintain a reasonable service time for safely filling and clearing the proposed facility for an F1 race. An analysis was also performed to determine the approximate service times for the proposed facility.

It is anticipated that subsequent analysis and detailed planning efforts will be required to formalize a complete special event management plan for the facility. This initial analysis is intended to:

- A. Establish the framework upon which a special event management plan can be developed for both inbound and outbound service;
- B. Using that framework, develop a route structure and provide a summary of the anticipated service times on a Sunday during the race weekend;
- C. Prioritize short-term capacity improvements that may be required and measure their anticipated impacts on service time;
- D. Consider potential long-term recommendations for the facility; and
- E. Provide a set of recommendations for next steps.

Existing Conditions

Currently, the site is vacant and does not generate traffic. Based on field observations on a Sunday, existing traffic volumes are minimal. While provisions will be made for local residents and businesses in the final plan, the impact of any existing development was not considered in this analysis. A vicinity map can be seen in **Exhibit 1**. The vicinity map identifies all of the highway, arterial, and collector-type roadways that currently exist within the study area.

For the purposes of this initial analysis, the study area has been defined as SH 71 to the north, SH 21 to the east and south, and US 183 to the west.

The following provides a general summary of existing roadway facilities within the study area:

- SH 130 to the east of the site is a **four-lane divided tollway** with full access interchanges at SH 71, Pearce Ln., Elroy Rd., FM 812, Moore Rd., Maha Loop Rd., and US 183.
- The current configuration of SH 130 includes toll plazas at each of the on- and off-ramps within the study area. During major events, the cash collection lanes will need to be signed or designated for electronic toll collection only.
- The following facilities are **four-lane divided roads**:



Kimley-Horn
and Associates, Inc.

- US 183 from SH 71 to FM 812
- SH 71 from US 183 to SH 21
- Elroy Rd. from FM 973 to McAngus Rd.
- Ross Rd. from Heine Farm Rd. to Elroy Rd.
- The following facilities are **four-lane undivided roads**:
 - US 183 from FM 812 to SH 21
 - Burleson Rd. from US 183 to FM 973
 - FM 812 from US 183 to FM 973
- The following facilities are **three-lane undivided roads**:
 - FM 812/FM 973 for a short length where they merge together
- The following facilities are **two-lane undivided roads with 10'-12' shoulders**:
 - SH 21 from US 183 to SH 71
 - FM 812 from FM 973 to SH 21
 - It should be noted that TxDOT plans to reconstruct FM 812 in 2011 (CSJ 1149-01-025) between FM 973 and the Bastrop County Line (east of the site) with two 11' lanes and two 11' shoulders. Based on conversations with TxDOT staff, this reconstruction will allow for four 11' travel lanes to be utilized during special events (by using the proposed shoulders).
 - FM 973 from SH 71 to Pearce Ln.
 - Pearce Ln. from FM 973 to SH 130
- The following facilities are **two-lane undivided roads with no shoulder**:
 - FM 973 from Pearce Ln. to FM 812
 - FM 973 from FM 812 to US 183
 - Ross Rd. from Pearce Ln. to Heine Farm Rd.
 - Ross Rd. from SH 71 to Pearce Ln.
 - Maha Loop Rd. from Moore Rd to FM 812
 - McAngus Rd. from FM 973 to Elroy Rd.
 - Elroy Rd. from McAngus Rd. to FM 812
 - McKenzie Rd. from US 183 to FM 973
 - Moore Rd. from FM 973 to Maha Loop Rd.
 - Pearce Ln./FM 535 from SH 130 to SH 21
 - Wolf Ln. from SH 71 to Fagerquist Rd.

Event Review

The major function of the facility is to host the return of the F1 United States Grand Prix in June 2012. A typical Grand Prix event weekend consists of a 3-day event, with two practice sessions (one in the AM and one in the PM) on Friday, practice (AM) and qualifying (PM) on Saturday, with the two-hour maximum time race on Sunday (likely to occur at 1:00 PM). It is anticipated that the event weekend will consist of multiple support races mixed into the F1 events. In addition, the event promoters have committed to a post-race support race and/or concert on Sunday in order to reduce the post-race exiting traffic demand. The attendance for the 3 days is anticipated to be approximately 60,000 on Friday; 80,000 on Saturday; and 120,000 on Sunday.



Kimley-Horn
and Associates, Inc.

This analysis focuses on the Sunday during race weekend. The traffic management plans for the race weekend Friday and Saturday will be a scaled-back version of the plan recommended in this analysis.

Proposed On-Site Roadways and Access Points

The **north-south parkway** to be constructed through the site is proposed to be a six-lane undivided roadway. By constructing a six-lane roadway without a median, contra-flow lanes can easily be provided within the site for various scenarios; and the number of lanes within the site will exceed the number of lanes serving the site from the off-site roadway network, likely even after those roadways are widened in the future (limiting the possibility for the site to become the bottleneck for entering and exiting traffic). During the inbound traffic scenario, 5 lanes can be directed inbound and 1 outbound; while during the outbound traffic scenario 5 lanes can be directed outbound and 1 inbound. Dedicated lanes can also be provided for shuttle services. While the exact width, location, and alignment of this roadway as shown on the concept plan may be modified, the general alignment shown on the plan is what was assumed for this analysis.

In addition to the intersection of the six-lane roadway with FM 812, an additional four-lane undivided access point should be provided in the southeast portion of the site at the intersection of FM 812 and Piland Triangle / Maha Loop.

We recommended the construction of a roadway running along the east side of the track (from Maha Loop to Elroy Road) to (1) accommodate emergency personnel, (2) better circulate automobiles within the facility, and (3) create an easily navigable 'loop' around the track.

The following access points should be provided:

- Two access points along McAngus Road (western entries)
- One access point along Elroy Road (northern entry)
- Two access points along FM 812 (southern entry)
- One access point along Elroy Road (eastern entry – potentially for bicycles and emergency vehicles only)

It should be noted that the provision of additional access points likely would not improve the service times for the facility due to the existing roadway network configuration – we recommend simply having wide undivided access points and using vertical panels to delineate travel lanes.

Parking Management

In order to eliminate the need to collect cash for parking upon vehicle entry, better manage the flow of vehicles into the separate parking areas, and minimize the likelihood of a scenario where more vehicles access a parking area than spaces that are available, the event promoters can implement a system where parking passes are purchased separately from the ticket. Attendees can purchase their parking pass for the lot that best suits their route and their needs (purchasing a pass for either Lot 1 or the main parking lots. This also prevents the organizers from 'overselling' a lot.



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This system can also allow designated parking attendees to collect cash or issue tickets during the race (as is done at Silverstone) from those vehicles that don't have the correctly designated parking pass in order to eliminate the possibility of a vehicle needing to stop or turn around. This method also creates a financial incentive for attendees to utilize an alternative mode of travel (e.g., via a less expensive shuttle service or bicycle route).

Development of the Special Event Management Plan

In order to create the framework for the transportation management plan, the following steps were followed:

- (1) Identify the 'design' scenario for traffic flow;
- (2) Develop a set of assumptions for trip generation and mode choice (determination of the types and number of vehicles);
- (3) Develop the framework for a management plan that will best serve that design scenario;
- (4) Determine how the 'design' scenario will function based on the trip generation assumptions and plan framework (from a service time standpoint); and
- (5) Develop a set of recommendations to best manage the 'design' scenarios.

The steps identified above are detailed in the following sections.

(1) 'Design' Scenario for Traffic Flow

For an F1 race, the 'design' traffic scenario (the situation for which the plan is developed) is the Sunday pre-race arrival and post-race departure. Therefore, a plan should be developed to best accommodate both of these scenarios.

Given the commitment from the race promoters to include the costs for parking and associated parking pass system with the ticket sales, and an assumption of an arrival pattern much more spread out (over time) than the departure pattern; the resulting service times for the inbound direction should be more manageable than the outbound direction. Eliminating the queuing created by a 'cash for parking' collection system will greatly improve the inbound traffic flow rates and make them comparable with (even slightly better than) the outbound rates.

While the event promoters are planning for a post-race concert and support race which will help to minimize the number of attendees that wish to leave immediately upon completion of the event, the post-race departure scenario is likely the most severe scenario for transportation management. Given the symmetry of the study area roadway network (i.e. same number of inbound and outbound lanes); the ideal outbound plan can also be utilized in reverse for the inbound plan (the only difference likely being small modification for the on- and off-ramps for SH 130).

(2) Trip Generation and Mode Choice Assumptions

In order to determine how the approximately 120,000 attendees will arrive to the facility, the following set of assumptions were developed:



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- The following primary modes of travel will be utilized: automobiles, shuttles, campers/RV's, bicycles, and helicopters;
- Private automobiles will have an average of 3.5 persons per vehicle;
- 60 Shuttles (likely Capital Metro or similar buses) with a capacity of 55 people each will serve the facility;
- Campers/RV's will have an average of 4 people per camper;
- 3,000 attendees will arrive via bicycle along a dedicated route that is to be determined (a preliminary concept is proposed in this analysis); and
- Helicopters will have an average of 3 people per helicopter.

Based on these assumptions:

- 23,889 parking spaces x 3.5 people per car = 83,611 people arrive/depart via automobile the day of the race
- 240 shuttle trips x 55 people per shuttle = 13,200 people arrive/depart via shuttle in a remote parking facility
 - 240 inbound and 240 outbound shuttle trips assumes you have 60 shuttles running a 60 minute loop (30 minutes to the facility including unloading time, 30 minutes to return to the lot including loading time) for 4 hours both before and after the race
 - Remote parking area will average 2.5 persons per car; therefore remote parking facility(s) need to be identified with roughly 5,300 parking spaces (roughly 50+ acres) located within 15 minutes of the facility.
- 5,000 camping/RV spaces x 4 people per camper/RV = 20,000 people arrive/depart via campers well in advance of the start of the race (some many days early); with a large majority staying more than 4 hours after the end of the race.
- 3,000 arrive via bicycle
 - Remote parking area will average 2 persons per car; therefore remote parking facility(s) need to be identified with roughly 1,500 parking spaces (roughly 14+ acres) located adjacent to a dedicated bicycle access route.
- 500 arrive via helicopter (3 persons per helicopter = 166 helicopter trips)

These assumptions result in 120,311 people arriving to the facility via these 5 major modes of travel (83,611 + 13,200 + 20,000 + 3,000 + 500), in excess of the 120,000 capacity being provided.

While the lack of cash parking on site will minimize the number of 'entrepreneurial' parking areas in the vicinity of the facility, there is recognition that some percentage of attendees will choose to park or arrive from property not owned or controlled by the event promoters. As with any major venue, it is difficult to project this type of demand and therefore has not been directly considered in this analysis of service times. It is, however, a consideration discussed in a later section of this report.

(3) Framework for a Special Event Management Plan

The primary goal for any special event traffic management plan is to **minimize conflicts between flows**. This requires the creation, communication, and



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management of an inbound and outbound route pattern that can 'free-flow' vehicles to and from the facility in the most efficient manner possible. By minimizing the number of stops, manually controlling existing traffic signals to create free-flow conditions, taking advantage of multi-lane facilities, eliminating conflicting movements, and using traffic control personnel to manage potential conflict points, vehicles can operate at nearly free-flow conditions within the study area.

With nearly free-flow conditions on the roadway network, the 'controlling' capacity values become the ability for vehicles to make right- and left-turns on the roadway network as they enter and exit the site. Based on information contained in the *Highway Capacity Manual*, the 'controlling' capacity value is roughly 750 vehicles per hour per lane.

(3a) Routing Plan Development

A routing plan was developed based on an analysis of the existing transportation system, the proposed site plan for the facility, and a reasonable set of assumptions regarding the origin of event attendees. In addition, consideration was made to create:

- A. A 'dedicated' route for shuttle service (this route will partially function as a shared facility with traffic control officers giving shuttles priority access, and also provide for a preferred route for other shuttle services from downtown or suburban Austin area hotels, charter services, or other out-of-town locations)
- B. Two 'dedicated' routes for emergency/official use only and/or VIP F1 traffic
- C. A plan that recognized that the McAngus parking area (later called Lot 1 in this analysis) is not connected with the other parking facilities adjacent to the facility; and
- D. A plan that always has one lane available to access each area of the site to accommodate any local or emergency traffic, with the minimum number of full contra-flow facilities as possible.

The following primary trip origins and destinations were developed (and presented in **Exhibit 2**), each with corresponding roadway facilities that would be used to enter/exit the study area and the percentage of traffic anticipated to utilize this route:

- Downtown Austin (via 2 routes from US 183 north of the study area – roughly 30% of the private automobile traffic)
- Georgetown (via SH 130 north of the study area – roughly 30% of the private automobile traffic)
- Lockhart (via US 183 south of the study area – roughly 10% of the private automobile traffic)
- Bastrop (via SH 21 east of the study area – roughly 10% of the private automobile traffic)
- Buda (via 2 routes from SH 130 south of the study area – roughly 20% of the private automobile traffic)



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Based on the 'controlling' capacity for each of the routes identified above, the hourly capacity for each of the lanes along each route is assumed to be 750 vehicles per hour per lane. It may be possible for these facilities to load/unload at a higher rate (rates of 900 to 1,000 are observed at Silverstone during the British Grand Prix); however this conservative estimate of 750 was used for this study. For the portions of the routes where some 'sharing' with the shuttle route is required, the capacity for private automobiles has been reduced by 20%.

(3b) Available On-Site Parking

The following is a summary of the available parking spaces on-site within the facility. This information is graphically presented in **Exhibit 3**.

• Parking Lot 1 (Green Parking via McAngus Road)	7,166 spaces
• Lot 2 (Northwest portion of the site)	4,600 spaces
• Lot 3 (Northeast portion of the site)	6,340 spaces
• Lot 4 (Western portion of the site, west of the Parkway)	3,542 spaces
• Lot 5 (Western portion of the site, east of the Parkway)	964 spaces
• <u>Lot 6 (Southern portion of the site)</u>	<u>1,277 spaces</u>
TOTAL On-Site Automobile Parking	23,889 spaces

(3c) Overview of Each Route to/from the Facility

The following provides an overview of each of the route structures; which was developed in attempt to best utilize all reasonable available capacity serving the facility.

1. **Downtown Austin:** traffic travelling to the facility from the downtown Austin area will utilize three lanes of US 183 along the west side of ABIA. One lane will split at Burleson Road, using Burleson Road, FM 973, and McAngus Road to access Lot 1. Lanes two and three will continue south to FM 812. Lane two will turn north on FM 973 and east on McAngus Road to access Lot 1; lane three will proceed under SH 130 to the southern entry into Lot 3.
 - The route is simply reversed for the outbound flow.
 - McAngus Road will run contra-flow from FM 973 to the Lot 1 entrance.
 - FM 812 between SH 130 and the southern entry will require special accommodations (using the shoulders as travel lanes) to allow for 4 total lanes of travel along this facility.
 - Vertical Panels / Cones to separate traffic from the Buda route are required along FM 812 from SH 130 to the southern entry.
 - Roughly 11 Traffic Control personnel are required for these routes (at the southern entry, the intersections of FM 812 with SH 130, FM 973 'south' and FM 973 'north', Creedmoor Road, and US 183; at the intersections of McAngus with FM 973 'south', at the intersections of Burleson Road with FM 973 and General Aviation Avenue; and the intersection of US 183 with Burleson Road).



2. **Georgetown:** traffic travelling to the facility from Georgetown (SH 130 north of the study area) will utilize SH 130 south and exit at Elroy Road or FM 812. Lot 2 traffic will proceed on Elroy Road in two lanes east to the northern entry. Lot 4 traffic will proceed on FM 812 in one lane east to the south entry.
 - The route is simply reversed for the outbound flow.
 - A contra-flow lane will be required along Elroy Road between SH 130 and McAngus Road to allow for 3 dedicated routes to use this four-lane roadway.
 - One of the two lanes on Elroy Road will be shared with the Shuttle Route. For purposes of this analysis, it is assumed that the capacity of this shared lane will be reduced from 750 vehicles per hour per lane to 600 vehicles per hour per lane, a 20% reduction in capacity.
 - A contra-flow lane will be required along FM 812 between SH 130 and the south entry to allow for 4 dedicated routes to use this four-lane roadway.
 - Roughly 8 Traffic Control personnel are required for this route (at the intersections of Elroy Road with SH 130, Ross Road, McAngus Road, and the northern entry, and at the intersections of FM 812 with SH 130 and the south entry).
3. **Lockhart:** traffic travelling to the facility from Lockhart (US 183 south of the study area) will be routed along SH 21 to FM 812, then back to the west to the southern entry.
 - The route is simply reversed for the outbound flow.
 - No contra-flow lanes are required along this route; however FM 812 between SH 21 and the southern entry will require special accommodations (1/2 of a lane using the shoulder) to allow for 3 lanes of travel along this facility.
 - Vertical Panels / Cones to separate traffic from the Bastrop route are required along FM 812 from SH 21 to the southern entry.
 - Roughly 4 Traffic Control personnel are required for this route (at the intersections of FM 812 with SH 21, Elroy Road, and the southern entry; and at the intersection of US 183 with SH 21).
4. **Bastrop:** traffic travelling to the facility from Bastrop (SH 21 east of the study area) will be routed along SH 21 to FM 812 to the southern entry.
 - The route is simply reversed for the outbound flow.
 - No contra-flow lanes are required along this route; however FM 812 between SH 21 and the southern entry will require special accommodations (1/2 of a lane using the shoulder) to allow for 3 lanes of travel along this facility.
 - Vertical Panels / Cones to separate traffic from the Lockhart route are required along FM 812 from SH 21 to the southern entry.
 - Roughly 4 Traffic Control personnel are required for this route (at the intersections of FM 812 with SH 21, Elroy Road, and the southern entry; and at the intersection of SH 71 with SH 21).
5. **Buda:** traffic travelling to the facility from Buda (SH 130 south of the study area) will utilize SH 130 north and exit at either FM 812 or Elroy Road. Lot 1 traffic will exit at Elroy Road and utilize the contra-flow lane to McAngus



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to the northwest entry. Lot 3 and 5 traffic will exit FM 812 and proceed east to the southern entry.

- The route is simply reversed for the outbound flow.
 - A contra-flow lane will be required along this route along Elroy Road between SH 130 and McAngus Road to allow for 3 dedicated routes to use this four-lane roadway. FM 812 between SH 130 and the southern entry will require special accommodations (1/2 of a lane using the shoulder) to allow for 3 lanes of travel along this facility.
 - Vertical Panels / Cones to separate traffic from the downtown Austin route are required along FM 812 from SH 130 to the southern entry. They will also be required along Elroy Road between SH 130 and McAngus Road to separate traffic from the Georgetown and Shuttle routes.
 - Roughly 6 Traffic Control personnel are required for these routes (at the intersections of FM 812 with SH 130 and the southern entry; and at the intersections of Elroy Road with SH 130 and McAngus Road).
- 6. Shuttle Route:** A remote parking facility to accommodate shuttle traffic traveling to/from the facility is proposed to be located at the southeast corner of the intersection of SH 71 and FM 973 (with access to/from SH 71). It should be noted that a portion of this route is required to be 'shared' with the Georgetown route between McAngus Road and the northern entry. Traffic control personnel will be required to assist shuttles in making this merge; and the corresponding capacity of this lane of traffic has been reduced by 20%. A dedicated drop-off area on-site must also be provided to accommodate the projected volume of shuttles.
- The route is essentially reversed for the outbound flow.
 - The route was designed to allow it to be used by other high-capacity shuttles coming to/from the site via downtown Austin or other locations.
 - Roughly 6 Traffic Control personnel are required for this route (at the intersections of SH 71 with the remote parking facility and FM 973, and the intersections of FM 973 with Pearce Lane and Burleson Road).
- 7. Dedicated F1 and Emergency Access Route:** A separate route was created with access via Maha Loop Road and Moore Road to accommodate a dedicated F1 route and an emergency access route to/from the facility. This dedicated access can provide for a limited number of special access patrons and public safety personnel to use SH 130 at Moore Road or US 183 via McKenzie Road and FM 973. These routes will require special signing and additional traffic control personnel; but can quickly allow these official personnel and staff to access the facility at the Main Grandstand area.
- Roughly 7 Traffic Control personnel are required for this route (at the intersections of McKenzie Road with US 183 and FM 973, the intersections of Moore Road with FM 973, SH 130, and Maha Loop, and at the south entry).

(3d) Assignment of Routes to Parking Areas

In order to allocate on-site automobile parking to each of the private automobile routes presented in Exhibit 2, the following lot breakdown has been developed. This system allows for 'teams' to manage entering traffic and quickly guide vehicles into



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parking stalls once they enter a parking area. Each 'team' will have a plan of how to guide entering and exiting vehicles to/from the facility.

It should be noted that this calculation is somewhat theoretical – it is likely more efficient to park vehicles as quickly as possible instead of creating the separation between the 6 lots as described below. These breakdown calculations are provided to determine a reasonable estimate of the service time; they are not intended to imply that vehicles from a certain route will be required to park in a certain lot.

- Lot 1 is filled with 67% of its traffic (4,777 spaces) from downtown Austin (southern portion of the lot) and 33% of its traffic (2,389 spaces) from Buda (northern portion of the lot).
- Lot 2 is filled with 100% of its traffic (4,600 spaces) from Georgetown.
- Lot 3 is filled with 39% of its traffic (2,473 spaces) from downtown Austin, 22% of its traffic (1,394 spaces) from Buda, and 39% of its traffic (2,473 spaces) from Lockhart.
- Lot 4 is filled with 70% of its traffic (2,479 spaces) from Georgetown and 30% of its traffic (1,063 spaces) from Bastrop.
- Lot 5 is filled with 100% of its traffic (964 spaces) from Buda.
- Lot 6 is filled with 100% of its traffic (1,277 spaces) from Bastrop.

(4) Calculation of Service Times for the 'Design' Scenario

Based on the assignment of traffic in 3d above, the identified routes connect with the following amount of available parking spaces (with the goal to equally split the number of parking spaces between routes that have the same capacity):

• Downtown Austin (Lot 1)	4,777 spaces
• Downtown Austin (Lot 3)	2,473 spaces
• Georgetown (Lot 2)	4,600 spaces
• Georgetown (Lot 4)	2,479 spaces
• Bastrop (Lots 4 and 6)	2,340 spaces
• Lockhart (Lot 3)	2,473 spaces
• Buda (Lots 3 and 5)	2,358 spaces
• Buda (Lot 1)	2,389 spaces
TOTAL On-Site Automobile Spaces	23,889 spaces

In the case that all 23,889 vehicles attempt to exit the facility simultaneously, the following service times would be expected (**meaning the time it takes for the final vehicle to leave the lot - if the result is 3 hours – would be 33% of the vehicles exit within 1 hour, 66% exit in the 2nd hour, etc**). This calculation is determined by dividing the number of vehicles by the 'controlling' capacity of the route. This service time calculation is the same for inbound traffic; although the more random arrival of inbound traffic will likely not exceed the service times listed below.



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• Downtown Austin (Lot 1) [4,777 spaces / 1,500 veh/hr]	3.18 hours
• Downtown Austin (Lot 3) [2,473 spaces / 750 veh/hr]	3.30 hours
• Georgetown (Lot 2) [4,600 spaces / 1,350 veh/hr]	3.41 hours
• Georgetown (Lot 4) [2,479 spaces / 750 veh/hr]	3.31 hours
• Bastrop (Lots 4 and 6) [2,340 spaces / 750 veh/hr]	3.12 hours
• Lockhart (Lots 3) [2,473 spaces / 750 veh/hr]	3.30 hours
• Buda (Lot 3 and 5) [2,358 spaces / 750 veh/hr]	3.14 hours
• Buda (Lot 1) [2,389 spaces / 750 veh/hr]	3.19 hours

Therefore, based on the route structure, trip generation assumptions, parking lots being provided, and existing roadway infrastructure; the facility can service approximately 7,350 vehicles per hour (with 2,250 vehicles per hour serving Lot 1 and 5,100 vehicles per hour serving Lots 2 thru 6); meaning it is possible to load (inbound trips) and clear (outbound trips) the facility in roughly 3.25 hours (the result of 23,889 vehicles divided by 7,350 vehicles per hour).

For the purpose of making approximate calculations (which will be used to determine the impact of the short-term improvements identified later in this report), the following summary calculations are provided:

- Lot 1 includes 7,166 parking spaces and has a service capacity of 2,250 vehicles per hour serving it via 2 primary routes. Therefore, this lot can be serviced in 3.18 hours under the 'design' scenario.
- The remaining Lots 2-6 include 16,723 parking spaces and have a service capacity of 5,100 vehicles per hour serving it via 5 routes. Therefore, these lots can be serviced in 3.28 hours under the 'design' scenario.

(4b) Calculation of Service Times for a 'Contra-Flow' Scenario

The calculation of service times for the 'design' scenario was completed based on the assumption that the plan has one lane available for traffic moving in the opposite direction along most facilities (with the exception of a portion of Elroy Road and McAngus Road, as stated in Section 3a above). Under this 'contra-flow' scenario, a calculation of services times was completed under the assumption that some roadways could be completely dedicated to one direction of travel during peak periods (e.g. all lanes inbound prior to the event and all lanes outbound after the event).

While other provisions would need to be made to accommodate emergency situations (such as emergency personnel stationed along the contra-flow route); this calculation was conducted to simply quantify the impacts of this approach to service times, not necessarily to make this recommendation.

The following modifications to the route structure proposed in Exhibit 2 would be made under the 'contra-flow' scenario. It should be noted that the capacity of all routes cannot be increased due to the number of lanes along different routes that share the same roadways.



- McAngus Road between the northwest entry and Elroy Road; and Elroy Road between McAngus Road and SH 130 would be full contra-flow;
- FM 812 from the south entry to SH 130 would be full contra-flow; and
- FM 812 from the south entry to SH 21 would be full contra-flow.

Based on the above changes to the route structure, the following modifications to the route capacities could be assumed. It should be noted that the theoretical distribution of the routes to the individual parking areas presented in Exhibit 3 would need to be modified to evenly distribute the number of spaces with the change in flow rates.

- The capacity of the 'Buda' route serving Lot 1 would double (from 750 veh/hr to 1,500 veh/hr);
- The capacity of the 'Buda' route serving Lots 3 and 5 would double (from 750 veh/hr to 1,500 veh/hr); and
- The capacity of the 'Bastrop' route serving Lots 4 and 6 would double (from 750 veh/hr to 1,500 veh/hr).

Therefore, under the 'full contra-flow' scenario, the following service times could be expected:

- Lot 1 includes 7,166 parking spaces and would have a capacity of 3,000 vehicles per hour serving it via 3 routes. Therefore, this lot could be serviced in 2.39 hours under the 'full contra-flow' scenario.
- The remaining Lots 2-6 include 16,723 parking spaces and would have a capacity of 6,600 vehicles per hour serving it via 5 routes. Therefore, this lot could be serviced in 2.53 hours under the 'full contra-flow' scenario.

(5a) Recommendations to Best Manage the Post-Race 'Design' Scenario

The above calculations for the 'design' scenario make the assumption that all 23,889 vehicles attempt to exit the facility simultaneously. While it is a reasonable assumption that many attendees will exit immediately upon completion of the race, the event promoters can mitigate this post race demand by providing post F1 race events. In addition to broadcasting the podium ceremony and post race interviews across the venue, preliminary discussions with the promoters include plans for a follow-up support race and concert (with a headlining act that will have a significant impact on the desire for attendees to stay at the facility).

For example, if the race ends at 2:45 pm and the podium ceremony ends at 3:30; a two-hour post race concert could run from 3:30 to 5:30pm. If 20% of the attendees (24,000 people) stay on-site for the post race concert; they would arrive to their vehicle around 5:45pm. **An attraction of this type would result in a corresponding 20% reduction in demand for each parking facility; thereby improving the travel time by approximately 20% (reducing the 'design' scenario maximum service time from less than 3.25 hours to roughly 2.6 hours.)**



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A combination of a post-race event that attracts 20% of the attendees with the full contra-flow scenario described in section 4b above, the 'full contra-flow' scenario would reduce from 2.49 hours to roughly 2.0 hours.

(5b) Recommendations to Best Manage the Pre-Race 'Design' Scenario

Regarding the inbound traffic scenario, the event promoters should: (1) allow vehicles to arrive at sunrise and (2) include a pre-F1 race support race, pre-F1 race concert, and other attractions on-site. This will allow for the distribution of inbound traffic within a ~5 hour period prior to the race. Therefore, while there will likely be queues that are generated prior to the race (likely around Noon), the proper communication to race attendees to arrive early and to provide them with pre-race entertainment options should mitigate the pre-race congestion and not create the need for the inbound travel to be the 'design' scenario. Simply reversing the outbound traffic control plan presented in this analysis will result in a plan with the similar capacity. In addition, it is important to allow attendees to depart using the same route they arrived.

Priority Short-Term Improvements

In order to decrease the amount of service time for the facility, the following short-term improvements are recommended for consideration. It should be noted that this study does not attempt to identify the party who should be financially responsible for these improvements; instead simply identifies those improvements (in rough order of priority) that will be the most beneficial to serve the site, can be implemented within a relatively short period of time, and are improvements that are consistent with the long-term thoroughfare needs of the study area under a traditional development scenario (e.g. any new roadways should be consistent with the regional thoroughfare plan).

It also should be noted that the theoretical distribution of lots serviced by each route would need to be modified depending upon which improvements are implemented; therefore the impact of each improvement on service times is estimated using the calculations provided at the end of Step 4 above.

1. Widen Elroy Road from McAngus Road to the north entry from a two-lane facility to a four-lane facility to allow for a minimum of three lanes entering / exiting the site and one lane for shuttle / emergency access. This can be accomplished with a 24' lane widening; or a total reconstruction to match the divided section of Elroy Road west of McAngus Road. Based on the route structure presented in this analysis, this would allow for at least three lanes to serve the 'Georgetown' route. **This improvement would add a capacity of 750 vehicles per hour to Lots 2-6 (5,100 to 5,850), decreasing the 'design' service time from 3.28 hours to 2.86 hours.**
2. Widen FM 812 from SH 130 to the south entry from a four-lane section to a five-lane section to allow for a minimum of four lanes entering / exiting the site and one lane for emergency access. This can be accomplished with a minor widening project depending on how the existing shoulders are utilized. Based on the route structure presented in this analysis, this would allow for an additional lane



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serving the 'Buda' or 'Georgetown' route. **This improvement (combined with improvement #1 above) would add a capacity of 750 vehicles per hour to Lots 2-6 (5,850 to 6,600), decreasing the 'design' service time from 2.86 hours to 2.53 hours.**

3. Construct a new north-south roadway (at least three-lanes wide) between Elroy Road and Pearce Lane (ideally one that would align with the north entry) in order to allow entering/exiting traffic to utilize the full access interchange at SH 130 and Pearce Lane; and/or SH 71 via Wolf Lane or Ross Road. Based on the route structure presented in this analysis, this would allow for an additional lane serving the 'Georgetown' route. **This improvement (combined with improvement #1 above) would add a capacity of 1,500 vehicles per hour to Lots 2-6 (6,600 to 8,100), decreasing the 'design' service time from 2.53 hours to 2.06 hours.**

Long-Term Improvements

Long-term improvements needed to support the facility will depend on a number of factors, including the development of other properties and businesses in the study area that are outside the ownership of the event promoters. The traffic management task force should develop a set of long-term improvement needs, if any, to best accommodate the facility after other developments are announced and completion of the 1st major event at the facility.

Other Areas of Consideration

In addition to the private automobile and shuttle services described above, there will likely be other modes of travel utilized to access the facility. The following modes have been considered:

- Helicopter;
- Campers/RVs;
- Bicycles;
- Limos/Taxis;
- Other Shuttle Services;
- Private automobiles in entrepreneurial parking areas; and
- Pedicabs and other assorted modes of travel.

Helicopters

While the number of attendees arriving via helicopter is not significant (we've assumed 500 attendees in this study), it will require coordination with ABIA and the Federal Aviation Administration (FAA) to ensure that a safe travel plan can be developed. This study does not address these or any other aviation-related recommendations to accommodate the proposed facility.

Campers/RV's

As previously mentioned, the ability to accommodate 5,000 campers/RV vehicles on-site has been provided. It is recommended that accommodations be provided to eliminate the need for these vehicles to leave the facility (including basic necessities



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like ice, food, water, and toiletries). Concession services could also be set up within the camping area.

Bicycles

In order to reduce the number of automobiles accessing the site; and to encourage a 'green' arrival of vehicles to the facility, accommodations for bicyclists to ride into the facility should be considered. It is recommended that off-site location(s) are identified for private automobiles to park from which individuals can ride non-motorized bicycles into the facility. By providing a dedicated parking area within the site for bicycles (ideally in a preferred location), using this mode of travel can be encouraged. While an exact route for bicycles has not been specifically identified, two (2) potential options have been considered.

- The rural roadways east of the site may not be sufficient to handle volumes of 750 vehicles per hour per lane; however these roadways (Elroy Road, Fagerquist Road, and Wolf Lane) may be ideal for bicycle travel. A location along SH 71 in the vicinity of Wolf Lane could be identified for remote parking for private automobiles; from which point the roadways identified as 'bicycle only' could be used to provide dedicated bicycle access. An entrance off Elroy Road could be designated for bicycle access only.
- An existing trail exists on the south end of ABIA (just south of Burleson Road). This trail along Burleson Road could be used in conjunction with FM 973 and McAngus Road to provide a dedicated route for bicycles; although the ideal roadway width may not currently exist for this shared bicycle / automobile route.

It is recommended that the task force engage the local bicycling community to identify the best method by which attendees could arrive via bicycle. In addition, some form of travel survey should be conducting to gauge the interest of bicycle travel to/from the race.

Limos/Taxis

Unless attendees are arriving in significant numbers within a limo or taxi, this mode of travel should not be encouraged. Arriving limos and taxis should utilize the existing route structure proposed for private automobiles. Dedicated area(s) at the facility can be designated for limo/taxi drop off and pick up; however this mode does not positively impact special event operations unless the amount of on-site parking is not available to serve the demand (which is not the case for this facility).

Other Shuttle Services

It is likely that there will be additional shuttles from local hotels, special event providers, and other independent transportation services that will transport attendees to the event. Shuttles that carry an excess of ~10 attendees should be encouraged to utilize the shuttle route and be given priority access to the facility. These shuttles may utilize the designated 'Shuttle Route' shown in **Exhibits 2A and 2B** beginning at the intersection of SH 71 and FM 973.



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Parking in 'Entrepreneurial' Areas

It is likely that some of the local landowners will open up their property to attendees for parking, camping, and other associated race-related activities (concessions, memorabilia sales, promotions, etc). Due to the difficulty in projecting the impacts of this type of activity, the County or other agency should openly encourage local landowners to share their plans so as to avoid a major change in traffic flow during the event due to an unpredicted major parking location. A low-cost permitting system can be created in order to ensure that the plans of local entrepreneurs can be integrated within the framework of the larger special event management plan.

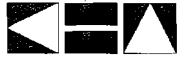
Pedicabs and Other Assorted Modes of Travel

The County or other approving agency should require any operator of alternative modes of travel (pedicabs, segways, golf carts, 4-Wheelers, trolleys, privately operated shuttles, hot air balloons, scooters, etc.) to obtain a permit for carrying attendees to/from the race. This will allow the task force to properly account for (or prohibit) a certain mode of travel.

Conclusions

Based on this initial traffic and transportation analysis, we offer the following conclusions:

1. Based on the framework described in this memorandum for an aggressively controlled special event management plan, the provision of significant off-site shuttle service, and the allowance of bicycle and helicopter traffic; the service time for safely filling and clearing the proposed parking facilities under the 'design' scenario will be approximately 3.25 hours. This means that the longest amount of time a vehicle will wait to enter or leave the facility is 3.25 hours (33% will leave within ~1 hour, 66% within ~2.2 hours, and 100% within 3.25 hours). By providing for post race events that attract 20% of the attendees to stay for multiple hours after the completion of the race, the service time drops from 3.25 hours to 2.6 hours.
2. The completion of the three (3) highest priority capital improvement projects in the 'design' scenario (the addition of two lanes to serve Lots 2 and 3 along Elroy Road, the addition of a fifth lane along FM 812, and constructing a new north-south roadway connecting to Pearce Lane) would reduce the services times for the main parking areas from 3.28 to 2.06 hours, a 37% improvement (by increasing the capacity from 5,100 vehicles per hour to 8,100 vehicles per hour).
3. Under a potential 'full contra-flow' scenario, where the framework for the special event management plan is the same as the 'design' scenario, no capital improvements are completed, and a post race event is planned that attracts 20% of the attendees to stay for multiple hours after the completion of the race; however where certain roadways are permitted to be operated with full contra-flow conditions (e.g. all lanes inbound prior to the event and all lanes outbound after the event), the service time under this 'full contra-flow' with a special event scenario is projected to be approximately 2 hours. This means that the longest



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amount of time a vehicle will wait to leave the facility is 2 hours (50% will leave within 1 hour and 100% within 2 hours).

Recommendations

Based on the analysis completed above, we offer the following summary recommendations in order to provide the safest possible environment, encourage visitors to return, minimize impacts to local residents, and maximize the opportunities for local businesses:

Task Force Development

1. Create a special event task force to develop, implement, review, and fine-tune the special event traffic management plan for all events at the facility. This task force should include a mix of representatives from local agencies (policy staff – such as planning and engineering), local public safety staff (police, fire, and emergency response), and staff from the event promoters.
2. Utilize this task force to:
 - a. Fine tune the proposed inbound / outbound route structure;
 - b. Determine the appropriate agency to serve various traffic control and traffic management roles;
 - c. Seek best management practices for managing large-scale special events;
 - d. Develop the appropriate communication to local media outlets prior to major events; including the posting and communication of event information on regional dynamic message signs; and
 - e. Create and maintain a traffic management website to communicate the routing plans to the public (both for attendees and local residents and businesses).
3. Develop a permitting structure for entrepreneurial parking areas and alternative modes of travel in order to integrate these elements into the plan.
4. Coordinate and communicate with the Central Texas Turnpike System (CTTS) regarding special conditions and signing that may be required along SH 130 (including the potential requirement of electronic toll collection for all vehicles during major events to avoid vehicles stopping to pay a cash toll).

Traffic Control Plan Development

5. Upon confirmation of the route structure, create a detailed plan for each major intersection and roadway, summarizing the number, location, and times for the placement of vertical panels, cones, changeable message signs, traffic control officers, etc.
6. Upon confirmation of the route structure, develop a model using simulation software or similar tools to determine the impacts of queuing at study area roadways and intersections for both the inbound and outbound scenarios.

Parking Management

7. In order to encourage attendees to seek alternative modes of travel to/from the site, automobile and camper/RV parking passes for the available on-site parking should be purchased in advance; and should be separate from the cost of the race ticket. This separate cost will create a financial incentive for



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patrons to utilize ride-sharing, shuttle service or bicycle access; and also allow the event promoters to avoid the possibility of having more vehicles try to enter a lot area than the capacity available to serve them. The parking passes should consist of a hanging tag or similar element which can be easily seen by traffic control staff as vehicles enter the facility. Provisions need to be made to allow for cash payment or ticketing system should a vehicle enter the facility via the incorrect route.

Site Design

8. The proposed north-south roadway should be constructed as a six-lane undivided facility. By constructing a six-lane roadway without a median, the number of lanes within the site will exceed the number of lanes serving the site from the off-site roadway network, even after those roadways are widened in the future (limiting the possibility for the site to become the bottleneck for entering traffic).
9. Construct an additional four-lane undivided access point at the intersection of FM 812 and Piland Triangle / Maha Loop.
10. Construct a roadway along the east side of the track to accommodate emergency personnel, better circulate vehicles, and create a 'loop' roadway around the track.

Shuttle Service

11. Utilize the proposed 50+ acre remote parking facility(s) at the southwest quadrant of SH 71 and SH 130 to accommodate approximately 5,000 - 6,000 parking spaces for shuttle service.
12. Coordinate with Capital Metro or other private shuttle provider for contract vehicles that can accommodate a large number (at least 55) of passengers on each vehicle.
13. Provide 'gaps' for the shuttle route along Elroy Road using a traffic control officer (until such time that Elroy Road is widened).
14. Provide for a dedicated Shuttle drop off area in a convenient location and provide the ability for the shuttle to progress thru the site with some priority service.
15. Allow other high capacity shuttles (i.e. from local hotels or other private transportation providers) to utilize the proposed shuttle route to reduce the number of private automobiles accessing the site.

Camper/RV Provisions

16. Provide accommodations to eliminate the need for camper/RV vehicles to leave the facility (including affordable basic necessities like ice, food, water, and toiletries). Affordable concession services could also be set up within the camping area. The event promoters should explore various mobile food service and retail options in order to improve the experience for Campers and RV's; thereby discouraging them from leaving and returning to the property during the 'design' scenarios.



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Bicycle Access

17. Create an incentive for attendees to arrive to the facility via bicycle thru the creation of an on-site bicycle parking area extremely close to the entrance to the track or thru a give-a-way program involving free food or merchandise coupons upon arriving to the facility via bicycle.
18. Identify a dedicated bicycle route and dedicated entrance to the facility. Coordinate with local members of the bicycling community in Austin to identify the ideal route. Initial concepts include two (2) options: (1) the rural roadways east of the site (Elroy Road, Fagerquist Road, and Wolf Lane); or (2) using the existing trail south of Burleson Road on the south end of the site and connecting to the facility via FM 973 and McAngus Road.

Short-Term Capacity Improvements

19. In order to reduce the travel time into and out of the site, the following improvements are recommended for consideration. It should be noted that this study does not attempt to identify the party who should be financially responsible for these improvements; instead simply identifies those improvements (in order of priority) that will be the most beneficial to serve the site and can be implemented within a relatively short period of time.
 - a. Widen Elroy Road from McAngus Road to the north entry from a two-lane facility to a four-lane facility to allow for a minimum of three lanes entering / exiting the site and one lane for shuttle / emergency access. This can be accomplished with a 24' lane widening; or a total reconstruction to match the divided section of Elroy Road west of McAngus Road. Based on the route structure presented in this analysis, this would allow for at least three lanes to serve the 'Georgetown' route.
 - b. Widen FM 812 from SH 130 to the south entry from a four-lane section to a five-lane section to allow for a minimum of four lanes entering / exiting the site and one lane for emergency access. This can be accomplished with a minor widening project depending on how the existing shoulders are utilized. Based on the route structure presented in this analysis, this would allow for an additional lane serving the 'Buda' or 'Georgetown' route.
 - c. Construct a new north-south roadway (at least three-lanes wide) between Elroy Road and Pearce Lane (ideally one that would align with the north entry) in order to allow entering/exiting traffic to utilize the full access interchange at SH 130 and Pearce Lane; and/or SH 71 via Wolf Lane or Ross Road. Based on the route structure presented in this analysis, this would allow for an additional lane serving the 'Georgetown' route.



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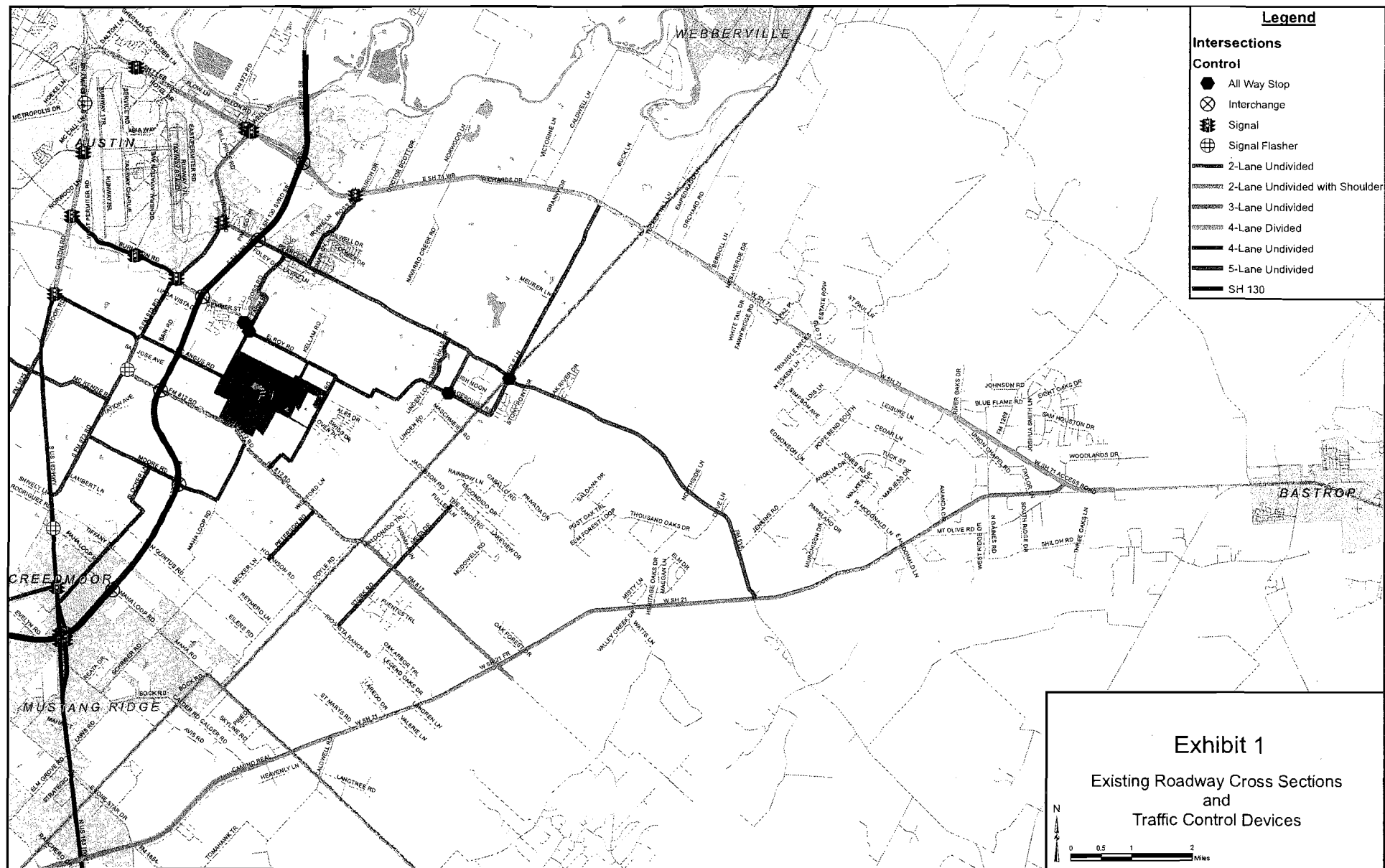
Long-Term Capacity Improvements

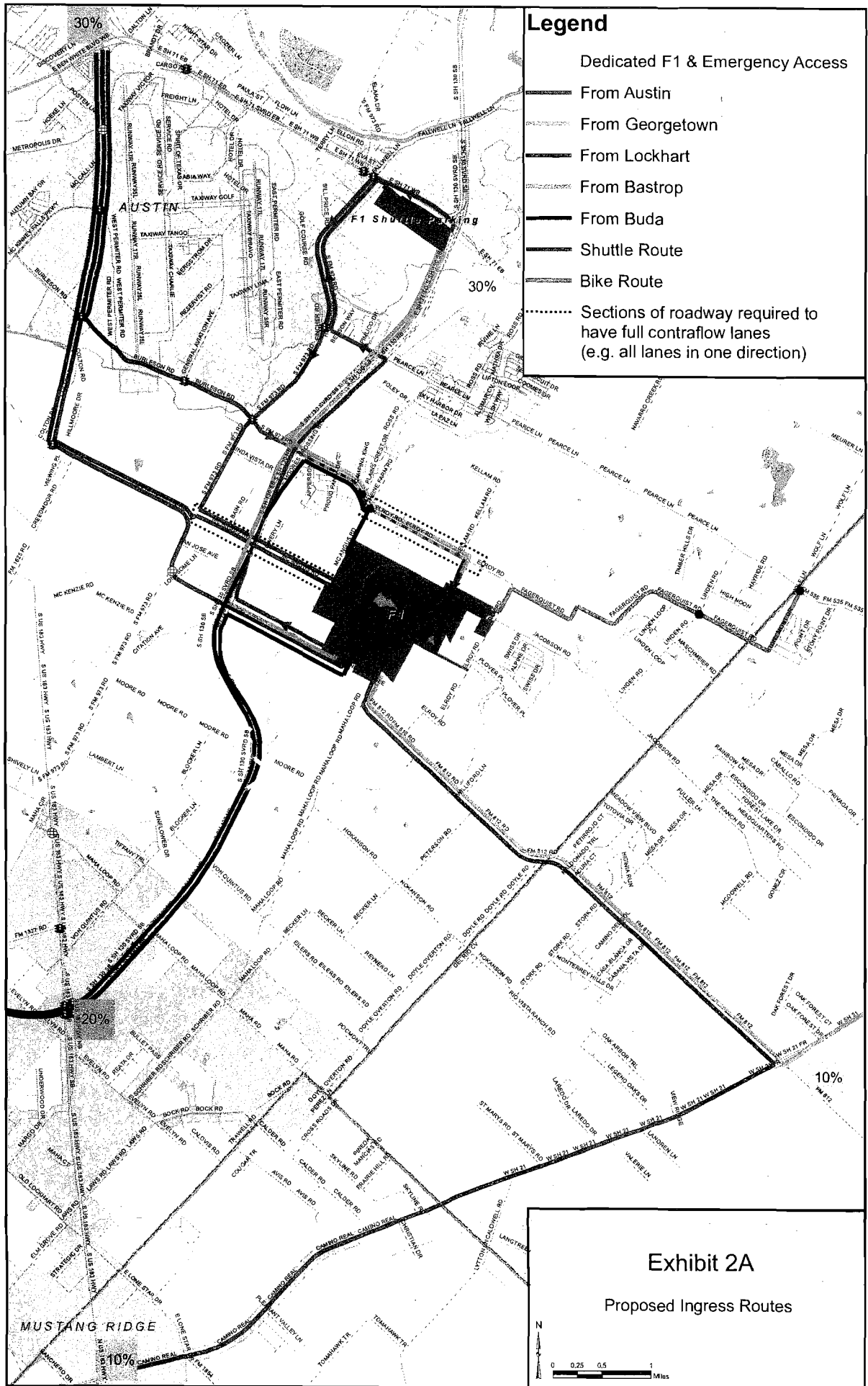
20. There are multiple additional roadway capacity improvements that could be provided to improve flow into and out of the proposed facility, however the uncertainty associated with (1) the exact manner by which attendees will access the facility; (2) other development activity that may occur in the vicinity of the facility; and (3) whether or not the promoters *need* to provide any additional improvements makes it extremely difficult to prioritize any additional capacity improvements. It is recommended that the Task Force identify and prioritize any other required improvements following completion of the first major event.

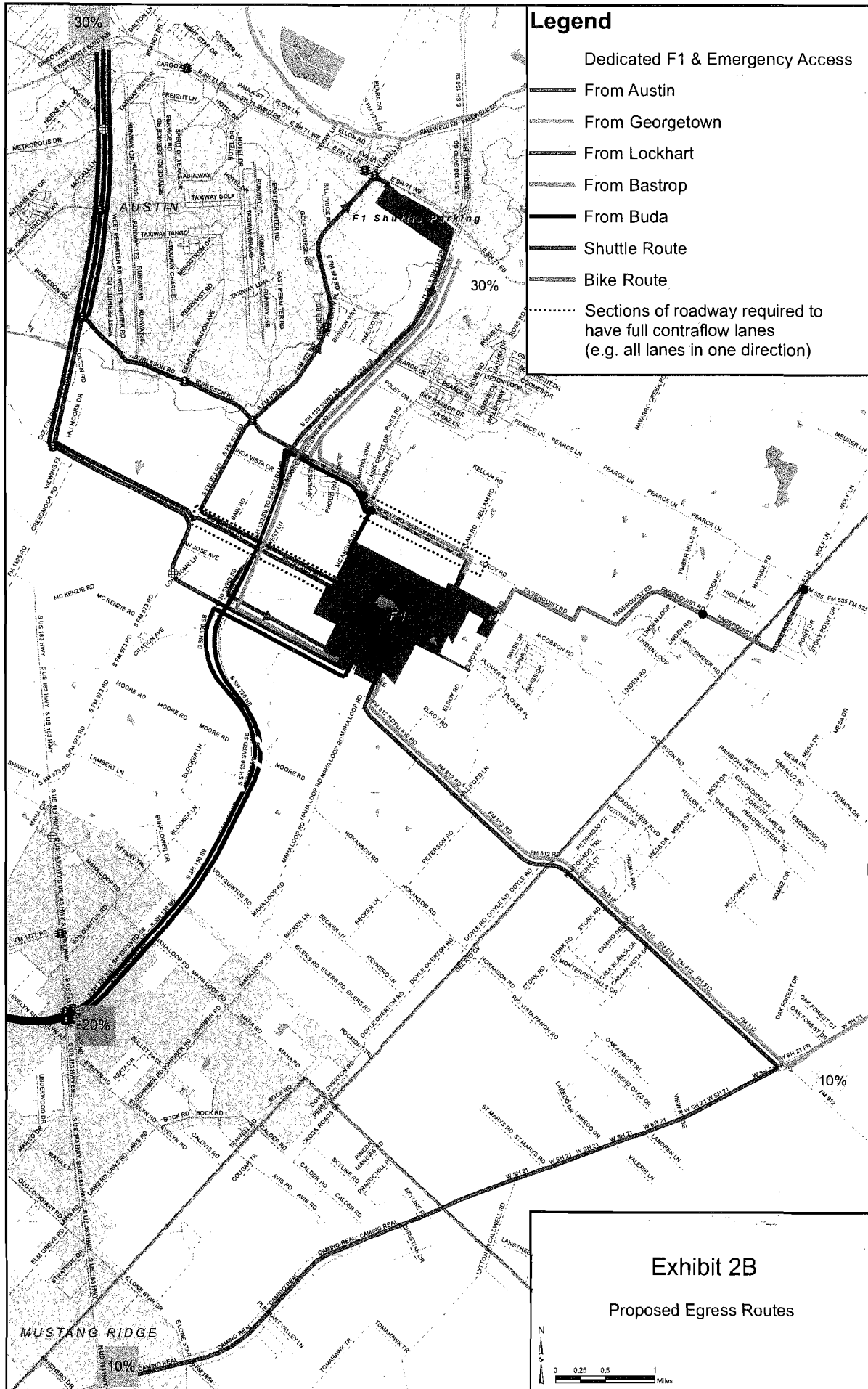


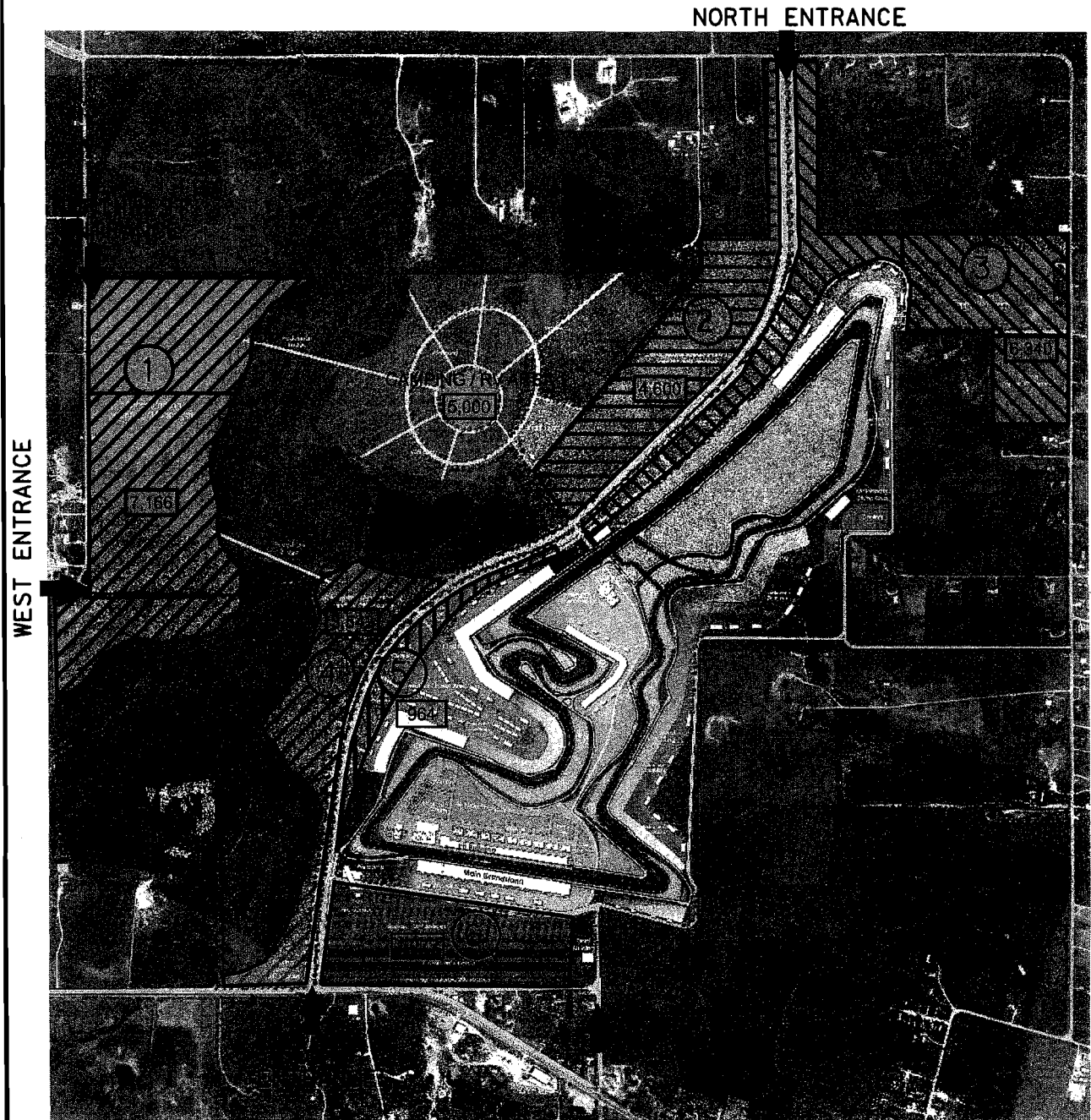
EXHIBITS

- 1) Existing Cross Sections and Traffic Control Devices
- 2) A – Proposed Ingress Routes
B – Proposed Egress Routes
- 3) Parking Map









DISCLAIMER: THIS EXHIBIT SHOWS A THEORETICAL DISTRIBUTION OF WHERE VISITORS WILL PARK BASED ON THEIR TRIP ORIGIN. VISITORS WILL NOT BE FORCED TO PARK IN SPECIFIC LOTS WHEN THEY ARRIVE, WITH THE EXCEPTION OF THE SEPARATION BETWEEN THE MAIN PARKING AREAS AND LOT 1 (McANGUS LOT).

LEGEND



PARKING LOT



PARKING SPACES AVAILABLE

 Kimley-Horn
and Associates, Inc.
TEXAS REGISTRATION NO. F-923



Kimley-Horn
and Associates, Inc.

SUPPLEMENTARY MEMORANDUM

To: Mr. David K. Greear, P.E.
Travis County

From: Aaron W. Nathan, P.E., AICP
Kimley-Horn and Associates, Inc. (TX Reg. F-928)

Date: December 1, 2010

Subject: Initial Traffic and Transportation Analysis
Formula 1 United States Grand Prix
Response to Travis County Staff Questions

In response to your questions related to traffic and transportation discussions, we offer the following responses. We have formatted this response in a manner where the County's comments appear in *italics* prior to our response.

- *You used 750 veh/hour/lane for capacity service, but has any thought or calculation been given to parking capacity (flow)? This could be the bigger choke point. At 750 v/hr/ln, you only have 4.8 seconds per vehicle to park.*

Per our subsequent conversations and your visit to Texas Motor Speedway in November 2010, we mutually understand the 750 vphpl capacity is acceptable for use in this study.

- *Please provide a detailed parking and routing plan for site parking.*

A preliminary parking and routing plan is described in the technical memorandum and conceptually presented in Exhibits 2A, 2B, and 3.

- *You will need 5,000-6,000 parking spaces within 15 minutes of site for shuttle services, is this feasible? Can a shuttle service handle this large of a load?*

The revised report identifies a 50+ acre shuttle lot at SH 71 and SH 130; along with a 'loop' route structure that can accommodate the proposed shuttle services.

- *Travis County has identified 3,710 existing (paved) and 7,820 potential (publicly-owned unpaved land) off-site parking spaces within 5 miles of the Formula One site along with potential shuttle routes to the site. All are either to the north or west of the site. (See attached map)*

F1 is planning to use property for a shuttle lot located at SH 71 and SH 130.



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- *In order to route shuttles to the north entrance, you will need a separate lane of traffic on Elroy. To do this, we will HAVE to have a minimum of one additional lane on Elroy from McAngus to North entrance (to accommodate the mandatory 1 outbound lane).*

The analysis suggests the use of full contra-flow operations along a small portion of Elroy Road; and reduces the vehicle capacity of the shared vehicle/shuttle lane by 20%.

- *We believe we are going to have heavier percentages of traffic heading south from SH 71. Traffic from Houston, Pflugerville, Round Rock, and also downtown will want to enter from this direction. (This also puts more emphasis on widening Elroy road).*

Noted. The arrival/departure percentages match this comment in the technical memorandum.

- *Who will provide for the officers and traffic control devices? You will also need more traffic control officers than the estimated 42. Just a recent Iron Man Race in East Travis County employed over 90 traffic control officers.*

As stated in the technical memorandum, this analysis does not attempt to identify the party who should be financially responsible for traffic control devices and personnel. The study does identify an approximate number of the traffic control officers needed. It seems reasonable that a race (like the Iron Man) along City streets would include crossing more side streets, thereby requiring more officers than a rural roadway network.

- *Is TxDot going to be ok with using ½ the shoulder for an additional lane of FM 812? Maybe need to look into restriping FM 812 as a 3-lane roadway. Discuss w/ TxDot.*

Following conversations with TxDOT about their plans to improve FM 812 between FM 973 and the Bastrop County Line, the plan to use four lanes between SH 130 and the south entry to the site is acceptable.

- *You mention 5,000 parking spaces for RV's, but where will these be able to park? Will you provide utility hook-ups (electricity, water, sewer).*

The Camping/RV parking area is planned for the northwest portion of the site. The provision of utility hook-ups is outside the scope of this analysis, but we understand it's under evaluation by the design team.

- *Your analyses and capacity of the bus shuttle may be too optimistic. Can you provide back-up showing support of your assumptions? (ie. Capacity of typical shuttles, load times, travel time, stacking of busses, multiple pick-up locations, etc...).*



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The capacity of each shuttle was assumed to be 55 persons per shuttle trip to reflect a more conventional capacity of a 40' bus. Travel time was estimated using a combination of the proposed route and an estimated time to load/unload each shuttle. The exact locations for pick-up and drop off have yet to be determined within the site.

- You mention 3,000 bicyclists. Given the site's remote location, this is a bit optimistic. Can you identify possible parking areas and how many additional off-site spaces are needed to accommodate the park-and-ride bicyclists? Would there be stations for pedi-cabs, bike rentals, etc? Officers for traffic?*

The exact size and location of the lot has not yet been identified; however it will likely be located in the vicinity of the intersection of Wolf Lane and Pearce Lane. The technical memorandum recommends that the county or other agency establish an approval process for operators of independent people movers.

- Priority short term improvements listed by you would all be recommended by Travis County as well. Discussion is needed for funding responsibilities.*

As stated in the report, it is not within the scope of this study to attempt to identify the parties who should be financially responsible for any improvements. The purpose of the study is simply to identify those improvements (if any are required at all) that may be the most beneficial to serve the site, can be implemented within a relatively short period of time, and are consistent with the long-term thoroughfare needs of the study area under a traditional development scenario.

- We will require a Traffic Control Plan Development in the near future as well.*

Noted.

- You mention a 3-lane circulatory roadway on your site along the east side of the property. Can you provide back-up that there is sufficient room for this roadway?*

The site civil engineer is currently evaluating alignment alternatives for this east side roadway as the site plan is being developed. There is a planned circulatory roadway on the east side currently included.

- Your short term improvements will require the widening of Elroy Road, McAngus Road, FM 812, and the construction of a new north-south road to Pearce Lane. As shown below, the existing rights of way may not be sufficient for the proposed widening. Acquiring any additional right of way, no matter how small, may require the use of the government's power of eminent domain to effectively take portions of at least 32 parcels. The right of way acquisition process alone could take from 9 to 12 months from the*



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point in the engineering design that legal descriptions of the right of way take are determined (usually after construction plans are drawn). Given that there are currently no engineering design plans, no environmental clearances/project permits, no right of way acquired, no utility adjustments, and no identified funding for the improvements, it is not likely that the improvements can be accomplished by the date of the first race in June, 2012, or 18 months from now. Have you considered an "All Shuttle" Option for the first race that would require all attendees to purchase parking/shuttle service from off-site parking locations?

<u>ROAD</u>	<u>LIMITS</u>	EXISTING	MINIMUM
		<u>ROW</u>	<u>PARCELS</u>
McAngus Road	From Elroy Road south to F1 West Gate	60'	4
McAngus Road	From SH 130 east to F1 West Gate	60'	10
Elroy Road	From McAngus east to F1 North Gate	65'	5
FM 812	From SH 130 east to F1 South Gate	100'	8
New N/S Road	From Pearce Lane south to F1 North Gate	0'	<u>5</u>
			32

Note: minimum parcels presumes design of improvement to take right of way on side of road that has least number of parcels.

The design team is aware of the challenges associated with the provision of the capacity improvements. However, our study indicates no improvements are required to provide for an acceptable flow of traffic to and from the event. An all-shuttle option has not been considered by the design team given the number of shuttles that would need to be provided for such an option.

Should you have any questions or comments, please do not hesitate to contact me at (972) 770-1300.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Aaron W. Nathan, P.E., AICP



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

December 8, 2010

MEMORANDUM

TO: Members of Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Formula 1 Conditional Letter of Map Revision Variance Request

PROPOSED MOTION:

Consider and take appropriate action on applicant's request for a variance to Chapter 64.121 (K) (2), Travis County Regulations for Flood Plain Management, to alter a flood plain prior to receiving a Conditional Letter of Map Revision from the Federal Emergency Management Agency for the Formula One Track.

SUMMARY AND STAFF RECOMMENDATION:

In order to meet the developer's deadlines, they have requested that a series of permits be issued for this project. The first permits in the series were for the pipeline relocation and the overhead utility relocation necessary for the project. TNR has already issued these relocation permits. The permit that is currently under review is for site grading. The site grading permit includes temporary erosion controls, site grading, installation of public water and wastewater mains, installation of drainage conveyance structures to route the upstream drainage to the water quality/detention features and installation of water quality and detention structures. The developer is seeking a variance to the County's requirement that a Conditional Letter of Map Revision (CLOMR) be obtained from the Federal Emergency Management Agency (FEMA) prior to this issuance of the site grading permit application.

The last development permit that will be required for the site will include track paving and details, vertical building construction, driveway and parking lot paving, and private water, wastewater and electric services. Prior to issuance of the final site development permit it is expected that a Roadway Agreement will be brought to Commissioners Court that will require the developer to improve Elroy Road to a four lane road and widen and raise the existing bridge in order to accommodate the volume of traffic to and from events at the track.

Floodplain and Drainage:

Development permits are issued in accordance with Chapter 64, Travis County's Regulations for Floodplain Management and Guidelines and Procedures for Development Permits. According to Chapter 64.121(k)(2), a Conditional Letter of Map Revision (CLOMR) must be obtained from the Federal Emergency Management Agency (FEMA) prior to issuance of a County Development Permit if the proposed development will alter a FEMA floodplain. This Travis County requirement is more stringent than FEMA regulations as FEMA does not require a CLOMR prior to issuance of a development permit. Travis County adopted this requirement to insure that the County and developers got FEMA's input on a project prior to the alteration of a FEMA floodplain. Construction of the proposed Formula One track will alter the FEMA floodplain. It takes approximately six months to obtain a CLOMR from FEMA. Developers of the Formula One tract need to begin construction in December 2010 in order to complete the track by June 2012. They will obtain a CLOMR as required by county regulation, but in order to meet their deadline, they have requested a variance to begin work on their grading plan prior to FEMA's issuance of a CLOMR. They have posted \$921,273.00 in fiscal surety for restoration and revegetation of the floodplain in case they can not obtain the CLOMR. Granting the variance will allow TNR to administratively issue a permit for the grading of the Formula One site. The grading plan includes construction of drainage conveyance piping and channels to route the upstream drainage to the water quality/detention features and the construction of water quality and detention structures. The construction will not result in an increase in flood heights or velocities. Because the developers are assuming the all of the risk associated with their project, staff recommends granting the variance.

Environmental:

TNR Natural Resources staff is reviewing the erosion control, environmental, and construction-phase water quality elements of the grading plan. Review is currently ongoing, however the list of outstanding items is relatively short at the time of writing of this memorandum, and all issues are anticipated to be resolved shortly, and before the issuance of the first permit for site grading.

Grading and Drainage Plan Review:

TNR Development Services staff is reviewing the grading and drainage plan. At the time of writing the review is ongoing, however the remaining issues are of a routine nature and all issues are anticipated to be resolved in the near future, and before the issuance of the first permit for site grading

Summary and Staff Recommendation: According to Chapter 64.121(k)(2) of the Travis County Code, a Conditional Letter of Map Revision (CLOMR) must be obtained from the Federal Emergency Management Agency (FEMA) prior to issuance of a County Development Permit if the proposed development will alter a FEMA floodplain. Construction of the proposed Formula One track will alter a FEMA floodplain. It takes approximately six months to obtain a CLOMR from FEMA. Developers of the Formula One tract need to begin construction in December 2010 in order to complete the track by June 2012. They will obtain a CLOMR as required by county regulation, but in order to meet their deadline, they have requested a variance to begin work on their grading plan prior to FEMA's issuance of a CLOMR. The have posted \$921,173.00 in fiscal surety for restoration and revegetation of the floodplain in case they can not obtain the CLOMR.

Granting the variance will allow TNR to administratively issue a permit for the grading of the Formula One site once all other outstanding comments have been addressed. Because the developers are assuming the all of the risk associated with their project, staff recommends granting the variance.

Budgetary and Fiscal Impact:

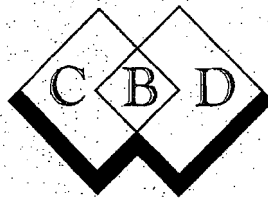
The developers of the Formula One track have posted \$921,173.00 in fiscal surety with the County for restoration and revegetation of the floodplain.

Exhibits: Variance Request

- Floodplain restoration cost estimate
- Floodplain-site overlay map

CC: Anna Bowlin, Director, Development Services, TNR
Jon White, Director, Natural Resources, TNR
Stacey Scheffel, Permits Program Manager, TNR
Thomas Weber, Natural Resources Program Manager, TNR
David Greear, Traffic Manager, TNR
Teresa Calkins, Sr. Engineer, TNR
Dave Fowler, Environmental Project Manager, TNR
Tom Nuckols, Assistant County Attorney

JPG:ab:ss



Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying

December 3, 2010

Mr. Joe Giesleman, Director
Travis County
Transportation and Natural Resources Department
311 W. 13th Street; 11th floor
Austin, Texas 78701

**RE: FORMULA 1 UNITED STATES
CLOMR APPROVAL VARIANCE REQUEST
CBD # 4473**

Dear Mr. Giesleman:

On behalf of our client, Land Accelerator, LLC and Wandering Creek Investments, LP, we are hereby requesting a variance from Travis County Code 64.134(a)(2) to allow issuance of a development permit prior to issuance of a Conditional Letter of Map Revision (CLOMR) by the Federal Emergency Management Agency (FEMA).

This project does not propose to alter the main Dry Creek floodplain or floodway and the proposed construction will not affect the "studied area" on the City of Austin's proposed LOMR application currently under development. This project does however impact several small fingers of the current FEMA floodplain located in "Zone A" associated with tributaries that traverse this site. The proposed construction will modify these waterways to be contained within either channels or storm sewer piping that convey the drainage to the various water quality and detention ponds proposed for the site.

Due to the very tight time-line for the Formula 1 site construction and the location of critical components of the project, there is not enough time to process the CLOMR to approval prior to construction.

We have complete confidence that FEMA will approve the proposed CLOMR through their normal review process; however, as insurance, we are proposing to post fiscal surety with Travis County in the amount necessary to restore the floodplain areas subject to this variance request to original condition.

We believe this request is reasonable and protects Travis County while allowing this critical project to commence in a timely manner. Please let us know if you have any questions at 512-280-5160.

Sincerely,
CARLSON, BRIGRANCE & DOERING, INC.

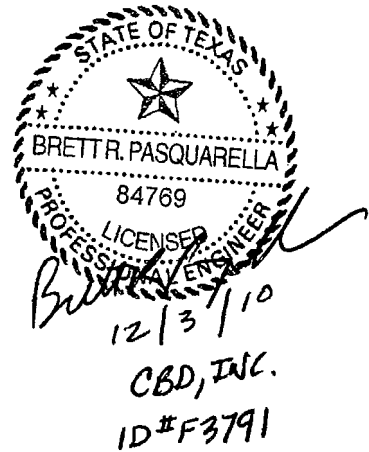
Charles R. Brigrance, Jr., P.E.
President

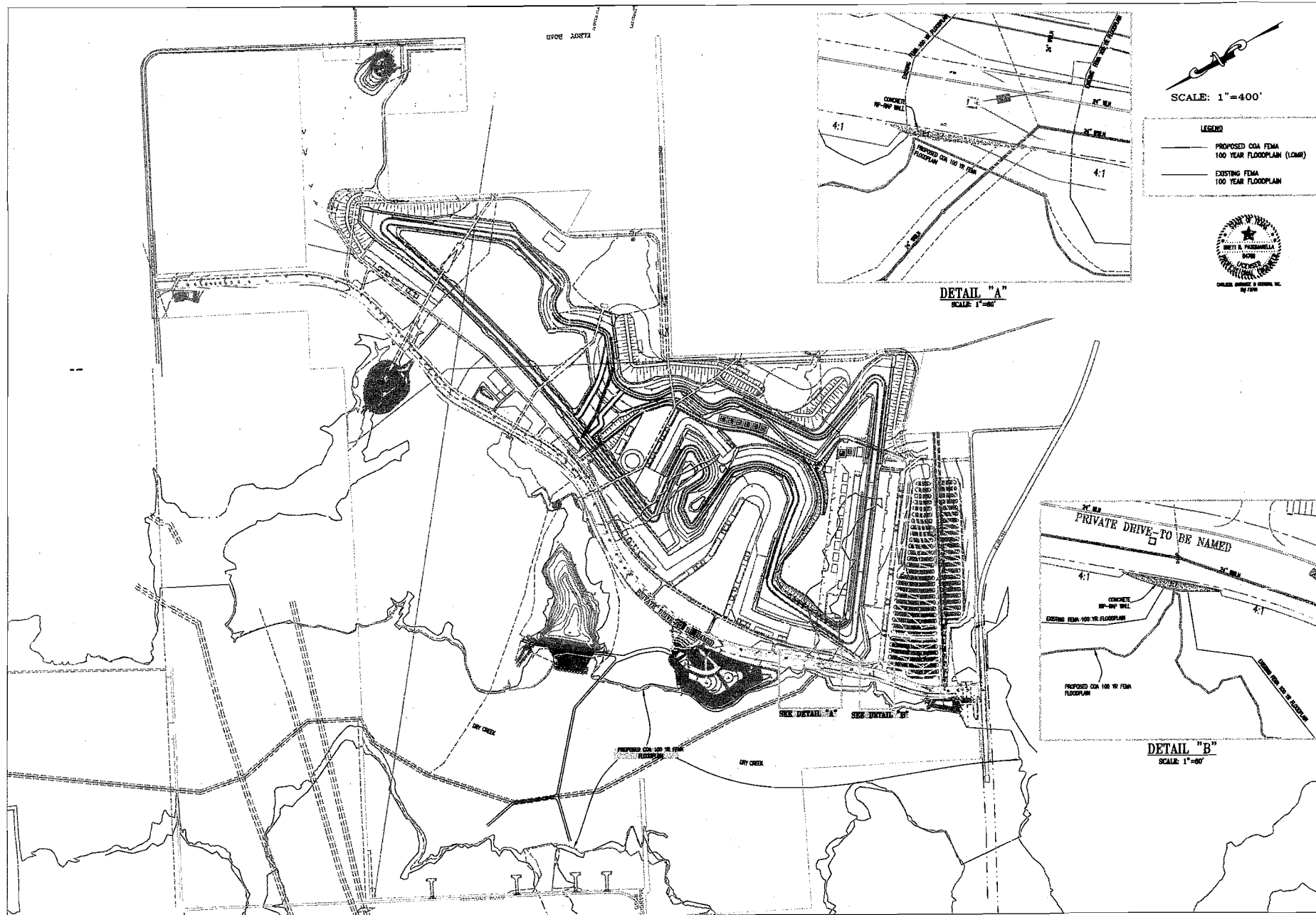
C: Mr. Kurt Rechner, Formula 1 United States
Mr. Richard Suttle, Jr., Armburst & Brown

Carlson, Brigrance Doering, Inc.
5501 W. William Cannon Blvd.
Austin, Texas 78749

**FORMULA 1 UNITED STATES
FLOODPLAIN AREA RESTORATION
FISCAL ESTIMATE
12-3-10**

Description	Quantity	Unit	Cost	Amount
Regrade to existing conditions	80102	sy	\$ 4.00	\$ 320,408.00
Topsoil and Mulch	80102	sy	\$ 3.00	\$ 240,306.00
Revegetation with Native Vegetation	80102	sy	\$ 4.50	\$ 360,459.00
Total Fiscal Estimate				\$ 921,173.00





Custom, Engineers & Design, Inc. 1501 W. 14th Street, Suite 200 Austin, Texas 78741 Phone: 512.381.1100 Fax: 512.381.1101		SHEET CLOMR VARIANCE EXHIBIT		DATE NOVEMBER 2010	
PROJECT FORMULA 1 UNITED STATES AUSTIN, TEXAS		DESIGNED BY BRP		DRAWN BY JOL	
JOB NUMBER 4475		PROJECT FLOOD PLAN EXHIBIT		SHEET 01	

Travis County Commissioners Court Agenda RequestVoting Session 12/14/10
(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:

APPROVE SETTING A PUBLIC HEARING DATE OF JANUARY 25, 2011 TO CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A) AMENDMENT TO CHAPTER 82 TO REQUIRE A LAND USE NOTIFICATION ON THE COVER SHEET OF PLATS

B) AMENDMENT TO TITLE 30 TO ADD SECTION 30-2-87 TO REQUIRE A LAND USE NOTIFICATION ON THE COVER SHEET OF PLATS

C. 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:

Tom Nuckols: 854-9144 Deece Eckstein: 854-9754

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

Date: December 7, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman,
Executive Manager

SUBJECT: Amendments of Chapter 82 Travis County Code and Title 30 Travis County-City of Austin development code to require land use notification on the cover sheet of a final plat

Summary:

On February 16, 2010 the Travis County Commissioners Court amended Chapter 82 - Travis County's Standards for Construction of Streets and Drainage in Subdivisions and proposed an amendment to Title 30 - the Travis County-City of Austin combined development code in the Austin Extraterritorial Jurisdiction (ETJ) to add the requirement for a plat note that details the lack of authority in Texas to regulate land use in unincorporated areas. The purpose of this requirement was to alert constituents in the unincorporated area that cities and counties have very limited land use controls outside the city limits.

Similar language was proposed for a Title 30 amendment. City of Austin staff had concerns that the amendment language could cause unintended problems regarding grandfathering under Chapter 245, Local Government Code, so the City did not move forward with its adoption into Title 30. Code amendments to Title 30 must be approved by both Travis County and the City of Austin before Title 30 can be amended.

To address the concerns raised by the City of Austin staff, Travis County staff is now proposing that the cover page of residential plats outside the city limits include a consumer protection notification to homebuyers regarding the difference in the level of land use controls inside and outside the city limits. Please see Exhibits A and B for the proposed code amendments including the consumer protection notification wording. It is proposed that this amendment both be added to Title 30 and replace the plat note requirement previously adopted in §82.204(d)(6)(E), Travis County Code.

Issues and Opportunities:

The Texas Legislature has given neither cities nor counties authority to comprehensively regulate land use outside the city limits. Because state law historically has provided fewer controls on land use than are allowed inside the city limits, homes outside the city limits are more likely to be affected by incompatible land uses nearby.

An important consideration when choosing to buy a home is whether the area near the home could be developed in a way that either disturbs quiet enjoyment of the home, decreases the property value of the home, or otherwise is incompatible with a residential area. The difference between land use controls inside and outside the city limits is not common knowledge among

laymen. Many persons have bought outside the city limits without being aware of this difference and learned of the lack of land use controls there only after an incompatible use is developed adjacent to the home they purchased.

As consumers, prospective homebuyers are deserving of complete and relevant information about the product they are buying. Prospective homebuyers typically receive a copy of their subdivision plat along with the title insurance commitment for the home they are considering buying. The code amendments would require the cover page of residential subdivision plats outside the city limits to include a notice informing prospective homebuyers of the difference between land use controls inside and outside the city limits. The notice would make this important information more readily available to consumers and will help a greater number of prospective buyers of homes outside the city limits make a fully informed decision about the benefits and detriments of buying a home inside or outside of the city limits.

A residential subdivision plat is the document that land developers use to convert land from raw acreage into finished product, i.e. lots with adequate infrastructure on which to build homes. Therefore, a plat is an appropriate vehicle for a notice designed to provide consumers with information about that product. State law clearly authorizes cities and counties to regulate the form and content of subdivision plats.

TNR staff recommends this motion and asks that the Court sets a public hearing date of January 25, 2011 to receive citizen comments on the proposed code change.

Budgetary and Fiscal Impacts:

None

Required Authorizations:

Tom Nuckols, Assistant County Attorney

Exhibits: proposed Chapter 82 code amendment, proposed Title 30 code amendment

AB:ab

Exhibit A

Part I. Section 82.204(d)(6)(E), as adopted on February 16, 2010, is repealed.

Part II. Section 82.204 is amended to add new subsection (f) to read as follows:

Section 82.204 Final Plat

(a) through (e) *No change.*

(f) Consumer Protection Notice for Homebuyers.

For a plat containing lots intended for residential use, the first page must include a location map for the subdivision, the name of the subdivision, and the notice set out below. The subdivision name and the notice must be printed in bolded capital letters one half inch high.

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

**IF YOU ARE BUYING A LOT OR HOME IN THIS SUBDIVISION, YOU SHOULD
DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE
INSIDE OR OUTSIDE THE CITY LIMITS.**

**THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME.
DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE
CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS
OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY
LIMITS.**

**THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY
ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES
WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY
LIMITS.**

**DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE
THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS
MAY BE AVAILABLE TO (1) RESTRICT THE NATURE OR EXTENT OF
DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR
THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL
NEIGHBORHOOD.**

Exhibit B

Part I. Title 30, Austin/Travis County Subdivision Regulations is amended to add new Section 30-2-87 to read as follows:

Section 30-2-87 Consumer Protection Notice for Homebuyers.

For a plat containing lots intended for residential use, the first page must include a location map for the subdivision, the name of the subdivision, and the notice set out below. The subdivision name and the notice must be printed in bolded capital letters at least one half inch high.

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

**IF YOU ARE BUYING A LOT OR HOME IN THIS SUBDIVISION, YOU SHOULD
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DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR
THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL
NEIGHBORHOOD.**

Travis County Commissioners Court Agenda RequestVoting Session: December 14, 2010
(Date)Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action to Approve the Contract with City of Austin, Austin Energy for FY11 to Continue the Customer Assistance Plus 1 Program That Provides Utility Assistance for Travis County Low Income Households that are Customers of Austin Energy.

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

Signature of Commissioner(s) or County Judge

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

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

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



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

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

Date: November 16, 2010

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of FY11 Customer Assistance Program Plus 1 Funding
(CAPS) Contract

Proposed Motion: Consider and take appropriate action to approve the contract with City of Austin, Austin Energy for FY11 to continue the Customer Assistance Plus 1 Program that provides utility assistance for Travis County low-income households that are customers of Austin Energy.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the City of Austin, Austin Energy. The contract funding will be a total of \$100,000 allocated quarterly. These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

Budgetary and Fiscal Impact: We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our agency by Austin Energy each quarter in the contract period. No matching funds are required. The contract period is 10/01/10 through 09/30/11.

Issues and Opportunities: The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance.

Background: Travis County has participated in this program for a number of years. The department utilizes this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the past program year, we were able to assist 330 households within Travis County. The operation of this program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Budget Analyst, Planning and Budget Office
Susan Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Kapp Schwebke, Auditors Office
Ellen Heath, Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services



**City of Austin Customer Assistance Financial Support Program
Plus 1 Funding**

**Fund Disbursement Agreement:**

The purpose of this proposal is to make utility assistance available to households facing termination; to offer education on economical use of utilities and to meet clients in face-to-face interviews and provide personal assistance.

Sponsored by: **Travis Co.**

Administration: Grant Administrator - Sherri E. Fleming
Coordinator - Jim Lehrman
Effective Date: October 1, 2010

Requested Amount:

Austin Energy will provide \$100,000.00 per fiscal year of Customer Assistance Program (Plus 1) funds to Travis Co ("agency" or "partner agency"). The funds will be disbursed quarterly. ***Austin Energy reserves the right to make changes as needed to funding amounts or disbursement procedures as needed with notice by mail, email, fax or phone to Travis Co.***

Rationale:

There has been an increase in requests for Plus 1 funding due to a greater number of households who are in need of utility assistance. In order to provide assistance to these clients (customers), this grant will be administered by Travis Co. The fact that Travis County has over nine service sites in several areas of the city allows our customers to access Plus 1 funding more efficiently.

Terms Agreement:

The undersigned parties agree to the grant terms as outlined in this document. This agreement may be terminated by Austin Energy or Travis Co at any time and for any reason with notice by mail, fax, or email to the other party at least seven (7) days prior to the specified termination date.

Attachments:

The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by the parties in accordance with all terms of this agreement:

Attachment A - Guidelines and Procedures
Attachment B - Partnership Agency Responsibilities

Partner Agency Grant Administrator:
Travis Co

Austin Energy Process Manager's:

Signature: BY: _____

Signature: _____

Printed Name: Samuel T. Biscoe

Printed Name: _____

Date: _____

Date: _____

Plus-1 Partner Agency Contact Information:

Grant Administrator: Lisa Sindermann
Phone Number - (512) 854-4594
Mailing Address - P. O. Box 1748; Austin, TX 78767

Voucher Approval (please provide two signatory that will be authorized to sign vouchers)

Printed Name: _____

Printed Name: _____

1st Signature _____

2nd Signature _____

Austin Energy Contact Information:

Customer Service Call Center	Ronnie Mendoza, Manager Customer Service Management
Phone Number - 494-9400	Phone Number - 972-7725
Mailing Address -	Fax number - 505-4028
721 Barton Springs Road	Email address -
Austin TX 78704-1145	Ronnie.Mendoza@AustinEnergy.com



ATTACHMENT A
City of Austin Customer Assistance Financial Support Program
Plus 1 Funding

Guidelines and Procedures:

The purpose of the Customer Assistance Plus 1 Program is to support customers who are challenged with high utility accounts and assisting in eliminating past due debt owed to the City of Austin for utilities. This support will assist customers in becoming self-sufficient and developing a healthy dialogue with the utility if future financial hardships should arise.

The following lists outline the procedures by which the City of Austin and Travis Co shall comply:

City of Austin Responsibilities:

1. Customer Assistance Plus 1 Program funds will be provided to agencies quarterly. The City reserves the right to make changes as needed and with notice by mail, email, fax or phone to Travis Co. If Travis Co does not agree to any such changes, Travis Co may terminate the agreement.
2. Austin Energy's Plus 1 funding becomes available, if approved, on October 1st of each new fiscal year.
3. Funding will be paid on a quarterly basis and each partner will be awarded amounts that reflect their past use and households served, beginning October 1, 2010; if available. The parties understand that no funds will change hands between the parties - Austin Energy will assign award amounts to the agency (Travis Co); the agency will determine eligibility of clients and advise Austin Energy of eligibility and amounts; Austin Energy will credit the account of the client as designated and advise the agency.
4. When agency calls with pledge, Austin Energy representative will inform agency if pledge is sufficient to cancel cut for non-payment, if applicable.
5. Austin Energy representative will note on customer's account that agency has called in pledge and will include any comments by agency.
6. Austin Energy Community Services Coordinator will process the pledge when valid voucher is received.
7. Austin Energy Community Services Coordinator will notify Agency of any issues that may arise during pledge voucher processing (i.e. discovery of meter tampering, or duplication of services by alternate agency).
8. Austin Energy Community Service Coordinator will provide all necessary paperwork, brochures, flyers etc. to support the program.
9. Austin Energy Community Service Coordinator will be liaison for community service projects led by the partner agency.
10. Austin Energy Community Services Coordinator will provide the agency a quarterly status report on distribution activities and address any comments provided by the agency.
11. Plus 1 funding is only applied to residential accounts.
12. Recipient must be a City of Austin utility customer.
13. Plus 1 funding cannot pay utility deposits.
14. Austin Energy will not provide Plus 1 funding to customers who are charged with meter tampering fees.



ATTACHMENT B
City of Austin Customer Assistance Financial Support Program
Plus 1 Funding



Partner Agency Responsibilities:

1. Each agency will develop its own eligibility criteria, priorities, case work documentation, and tracking of funds. The agency's guidelines will fulfill the purpose of PLUS 1 Funding.
2. Agency staff will screen clients using their eligibility criteria. PLUS 1 Funding program requests will be incorporated into these processes with minimal additional in-kind resource requirements as agreed to by Travis County.
3. Agency will not discriminate in providing Plus1 funding to any client based on race, creed, color, national origin, ancestry, sex, marital status or disability. . Clients will be screened based on income eligibility and must be a resident of Travis County. Use of income eligibility criteria will not be considered discrimination under this section
4. A debt-resolution plan which may include one of the following options will be developed by the agency within the agency's policies and procedures:
 - a. Assist with the quoted amount to arrange a Deferred Payment Agreement (DPA)
 - b. Assist with reinstatement of DPA.
 - c. Match funds and Plus 1 funding to pay off the entire debt.
5. Agency staff will contact Austin Energy Call Center at 494-9400 and advise the representative the amount of pledge. Agency will get the name of the customer service representative for any follow up that is needed.
6. The agency will fax legible vouchers to Austin Energy Community Services Coordinator at **505-4028**. Original vouchers will be mailed directly to Austin Energy at the end of each month.
7. Agency will review Distribution List provided by Austin Energy for accuracy and contact Community Services Coordinator within one week of any corrections or any comments.
8. Agency understands Plus 1 funding is only applied to residential accounts.
9. Agency understands recipient must be a City of Austin utility customer.
10. Agency understands that Plus 1 funds will not be distributed the last two weeks of September 2011.
11. Agency understands Plus 1 funding cannot pay deposits.
12. Austin Energy will not provide Plus 1 funding to customers who are charged with meter tampering fees. Austin Energy will be responsible for advising Agency of such charges when contacted by agency.
13. Agency will have a release of information form provided by Austin Energy signed by each client requesting Plus 1 funds.
14. Agency will notify Austin Energy of any special situation that warrants our attention.
15. Agency understands that if they want to assist their own employees with Plus 1 funds they must refer those customers to one of our other partnering agencies. *Plus 1 funds will not be utilized to support staff from the partner agency where the employee is employed.*
16. Agency understands that clients requesting plus 1 fund can only be assisted once every 12 months per agency. (Example: Jane Doe requests and is awarded in October 2009 she cannot request again until October 2010 at the earliest).
17. Agency understands that monthly business ends at the end of the month and must be posted to that month. If information is not received in a timely manner it will be delayed by at least a week.
18. Agency will receive a renewal application form if renewal requirements have been met.
19. Meeting renewal requirements does not guarantee a current partner to continue participating in the Plus 1 program. Austin Energy reserves the right to make changes as needed within the program.
20. Agency understands that renewal applications for the upcoming year will be provided to agencies that have successfully completed the following:
 - a.. 90% of their funding allowance will be utilized within the fiscal year.
 - b. 80% of customers receiving Plus 1 funds from the agency will submit a discount application to the utility.
21. Agency understands that Austin Energy has the right to move unused funds around from one community partner to another if deemed necessary to meet program goals and objectives with notice by mail, email, fax or phone.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Travis Gatlin, Planning and Budget Office, 854-9065

Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant proposals, applications, contracts and permissions to continue:

- A. Amendment to the contract with the Capital Area Council of Governments to increase the award for the FY 10 Solid Waste Enforcement Grant in order to provide additional resources to support illegal dumping enforcement;
- B. Contract release agreement between OneStar National Service Corporation and Travis County for the Americorps Grant in the Health and Human Services Department for the period August 2008 to July 2009; and
- C. Permission to continue the Family Violence Protection Team Program in the County Attorney's Office until the forthcoming agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet includes three items. Item A is an amendment to a contract with the Capital Area Council of Governments for Transportation and Natural Resources to receive additional funding to support illegal dumping enforcement. Item B is the contract release agreement required by the OneStar National Service Commission to closeout the Americorps Grant within Health and Human Services for the period August 2008 to July 2009. The agreement contains the final financial data for this grant term. Item C would extend the previously approved permission to continue the Family Violence Protection Team Program in the County Attorney's Office by an additional two months. The Commissioners Court approved a similar request to extend the Sheriff's Office's portion of the grant on December 7, 2010. The City of Austin has received confirmation the next grant term has been approved and the County is awaiting the final agreement documents.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items.

ISSUES AND OPPORTUNITIES:

Additional information is provided in each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no cash match requirement for Item A. Item B is the closing agreement for the Americorps Grant for the period August 2008 to July 2009 and does not have any additional fiscal impact. Item C requests the use of internal County Attorney's internal resources to continue the Family Violence Protection Team Grant in the office while awaiting the forthcoming agreement. Once the grant is approved and funds are certified, any applicable expenditure made during this time will be reclassified against grant funds.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Rodney Rhoades	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

TRAVIS COUNTY

12/14/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2011

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total FTEs	PBO Notes	Auditor's Assessment	Page #
Contracts									
a 49	CAPCOG FY 10 Solid Waste Enforcement Grant	9/1/2010 - 7/31/2011	\$20,240	\$0	\$0	\$20,240 0	R	S	11
b 58	AmeriCorps	8/1/2008 - 7/31/2009	\$228,040	\$225,977	\$0	\$454,017 16	R	MC	20

Permission to Continue Information

Dept	Grant Title	Grant Period	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE	PBO Notes	Auditor's Assessment	Page #
c 19/37	Family Violence Protection Team	10/1/2010 - 9/30/2012	\$23,589	\$23,589	\$47,178	1.5	R	EC	31

PBO Notes:

R - PBO recommends approval.
 NR - PBO does not recommend approval
 D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
 MC - Moderately Complex
 C - Complex
 EC - Extremely Complex

FY 2011 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2010, and the notification of award has not yet been received.

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	10/12/2010
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	2/1/2011 - 10/1/2012	* \$8000	\$3,000	\$2,000	\$13,000	0	11/16/2010
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0	11/16/2010
			\$521,432	\$3,000	\$27,877	\$560,309	0	

2

FY 2011 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2010

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
45	Travis County Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,884	\$0	\$0	\$49,884	0	10/5/2010
58	Atmos Energy Share the Warmth	10/1/2010 - 9/30/2011	\$13,891	\$0	\$0	\$13,891	0	10/12/2010
39	Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0.75	10/12/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	4	10/26/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	10/26/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$80,000	\$45,000	\$625,000	1	10/26/2010
45	Juvenile Treatment Drug Court-OJJDP	10/1/2010 - 9/30/2014	\$424,979	\$141,667	\$0	\$566,646	2.5	10/26/2010
45	Juvenile Treatment Drug Court-SAMHSA/CSAT	9/30/2010 - 9/29/2011	\$199,820	\$0	\$0	\$199,820	0	10/26/2010
37	2007 Byrne Justice Assistance Grant (JAG)*	10/1/2006 - 3/31/2011	\$203,845.50	\$0	\$0	\$203,845.50	0	10/26/2010
24	Travis County Veterans's Court	9/1/2010 - 8/31/2011	\$40,000	\$0	\$0	\$40,000	0	11/16/2010
39	Travis County Adult Probation DWI Court	9/30/2010 - 9/29/2013	\$597,908	\$0	\$0	\$597,908	3.45	11/16/2010
58	Communities Putting Prevention to Work (Tobacco Free Worksite Policy)	6/1/2010 - 2/29/2012	\$200,000	\$0	\$0	\$200,000	1.5	11/16/2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/1/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	11/23/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$166,003	\$0	\$0	\$166,003	2	11/23/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$0	\$0	\$188,422	1	11/23/2010
22	Family Drug Treatment Court	9/1/2010 - 8/31/2011	\$119,185	\$0	\$0	\$119,185	1	11/23/2010
37	2010 UASI Grant	8/1/2010 - 7/31/2012	\$475,000	\$0	\$0	\$475,000	0	11/23/2010
37	2010 Byrne Justice Assistance Grant	10/1/2009 - 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
37	2010 Bryne Justice Assistance Grant	10/1/2009- 9/30/2013	\$114,285	\$0	\$0	\$114,285	0	11/23/2010
58	Title IV-E Child Welfare Services	10/1/2010 - 9/30/2011	\$104,195.43	\$205,012.95	\$0	\$309,208.38	0.75	11/30/2010
58	Coming of Age (formerly RSVP) - Texas Department of Aging and Disability Services (DADS)	9/1/2010 - 8/31/2011	\$23,800	\$23,800	\$0	\$47,600	0	11/30/2010
58	Coming of Age (formerly known as RSVP)	10/1/2010 - 9/30/2011	\$63,119	\$18,936	\$0	\$82,055	0.14	11/30/2010
37	State Criminal Alien Assistance Program SCAAP 2010	7/1/2008 - 6/30/2009	\$915,571	\$0	\$0	\$915,571	0	11/30/2010
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Strike Team Coordinator (UASI Award)	8/1/2010 - 7/31/2012	\$350,000	\$0	\$0	\$350,000	1	11/30/2010
47	Hazardous Materials Equipment Purchase and Maintenance (SHSP Award)	8/1/2010 - 7/31/2012	\$40,000	\$0	\$0	\$40,000	0	11/30/2010



Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
49	Transportation Enhancement Program	11/30/2010- Completion	\$921,922	\$230,498	\$0	\$1,152,420	0	11/30/2010
49	FY11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	12/7/2010
							\$0	
			\$6,732,631	\$1,993,426	\$45,000	\$8,771,057	32.16	

*Amended from original agreement.

FY 2011 Grants Summary Report

Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	9/28/2010	Pending
24	Drug Diversion Court	\$4,701	\$4,701	\$9,402	1	8/24/2010	11/23/2010	Pending
24	Travis County Veteran's Court	\$6,982	\$6,982	\$13,964	1	8/24/2010	11/23/2010	Pending
22	Family Drug Treatment Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	11/23/2010	Pending
58	Parenting in Recovery (Personnel)	\$12,976	\$12,976	\$12,976	1	9/21/2010	10/26/2010	Pending
58	Parenting in Recovery (Operating)*	\$0	\$0	\$50,500	1	9/21/2010	10/26/2010	Pending
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010	Pending
24	Drug Diversion Court	\$4,878	\$4,878	\$9,756	1	9/28/2010	11/23/2010	Pending
24	Travis County Veteran's Court	\$7,222	\$7,222	\$14,444	1	9/28/2010	11/23/2010	Pending
19/37	Family Violence Protection Team (19)	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	Awaiting Contract	No
19/37	Family Violence Protection Team (37)	\$13,121	\$13,121	\$26,242	2	10/5/2010	Awaiting Contract	No

FY 2011 Grants Summary Report

Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
58	ATCIC - Marguerite Casey Fopundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	Awaiting Contract	No
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	Awaiting Contract	No
Totals		\$111,328	\$111,328	\$260,180	16			

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCISO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,828,764	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	#####	\$ 1,760,059

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,828,764	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	#####	\$ 1,760,059
Combined Totals	\$ 3,070,731	\$ 1,161,189	\$ 8,719,525	\$ 2,200,626	\$ 4,928,764	\$ 1,160,059	\$ 2,272,470	\$ 1,385,059	\$ 1,507,470	\$ 1,885,059	#####	\$ 1,885,059

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS THAT ARE PENDING AWARD NOTIFICATION

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Mental Health Public Defender Expansion Grant Will add two FTE, an attorney and case worker to the office. <i>Travis County would assume the full cost of the FTE after the grant period has ended. This grant is in addition to the current \$625,000 grant with the Texas Task Force on Indigent Defense</i>	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000		\$ 125,000
Totals		\$0	\$0	\$100,000	\$25,000	\$100,000	\$25,000	\$0	\$125,000	\$0	\$125,000	\$0	\$125,000

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	TNR/Natural Resources and Environmental Quality
Contact Person/Title:	Mickey Roberts/ Environmental Specialist, Sr.
Phone Number:	512-854-6613

Grant Title:	CAPCOG FY10 Solid Waste Enforcement Grant		
Grant Period:	From:	9/1/2010	To: 7/31/2011
Grantor:	Capital Area Council of Governments		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						\$0
Operating:		20,240				20,240
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$20,240	\$0	\$0	\$0	\$20,240
FTEs:						0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	M.G.	
County Attorney	<input checked="" type="checkbox"/>	C.G.	

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
Applicable Depart. Measures		12/31/09	3/31/10	6/31/10	9/30/10	
Acquire grants for environmental projects						1
Measures For Grant						
Obtain equipment and supplies for criminal enforcement to curtail illegal dumping						1
Outcome Impact Description						
Tire Dumping cases settled or filed						1
Outcome Impact Description						

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Outcome Impact Description						

PBO Recommendation:

PBO concurs. *[Signature]*

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The goal of the grant is to support illegal solid waste dumping enforcement activities within two County Departments. Existing programs within the Sheriff's Department and County Attorney's Office will be supplied with equipment, supplies and training necessary to curtail illegal solid waste dumping within the County. These agencies are part of a team that includes TNR staff in a county-wide effort to reduce environmental degradation caused by illegal dumping.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long-term funding requirements required for this grant. The county must use items purchased with grant funds for solid waste enforcement activities.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No cash match is required. Personnel and indirect costs are used informally as an in-kind match.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Indirect costs are considered an in-kind contribution to the project.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Commitments to solid waste enforcement activities are well established within the respective agencies and support is budgeted on an ongoing basis. The grant is designed to provide supplemental funds to purchase needed equipment for agency personnel.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The grant will support existing environmental enforcement efforts within the County by the agencies listed above. The TNR goal to "Manage and protect our natural resources for future generations" is addressed.



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

November 16, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

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

SUBJECT: CAPCOG FY11 Solid Waste Enforcement Grant Contract

Posting: Consider and take appropriate action on grant contract amendment with the Capital Area Council of Governments (CAPCOG) for solid waste enforcement funding.

Summary and Staff Recommendation: Grant funds in the amount of \$11,723 are requested to support illegal dumping enforcement in Travis County and the CAPCOG region. Funds will be used to purchase equipment, supplies and training for a sheriff's detective and two county attorney's office investigators responsible for solid waste enforcement and curtailing illegal dumping. The request includes equipment for field investigations and evidence collection, training for personnel, and supplies for outreach.

Please note CAPCOG is using a contract amendment rather than an original contract to issue the funds. For Travis County, CAPCOG is amending the FY10 Enforcement Grant to add funds and a new scope of work.

The Staff recommends approval.

Budgetary and Fiscal Impact: The grant has a positive fiscal impact and will be in support of existing programs within two agencies in the County. No cash match is required. Indirect costs and personnel time will be used as an in-kind match.

Required Authorizations: Jessica Rio, PBO

Exhibits: Grant Application

MDR:JPG:mdr
CAPCOG FY11 Enf app bak

cc: Christopher Gilmore, CA
Jessica Rio, PBO
Michelle Gable, Auditor

Jon White, TNR
Tom Weber, TNR
Christina Jensen, TNR
Melinda Mallia, TNR
Mickey Roberts, TNR

ATTACHMENT B

Work Program of SUBCONTRACTOR

Task 1: Procure surveillance and decoy cameras and put into use
Person: Melinda Mallia
Deadline: December 2010

Task 2: Procure environmental enforcement supplies and small equipment and put into use
Person: Melinda Mallia
Deadline: July 2011

Task 3: Attend Advanced Evidence Gathering Training
Person: Dennis Rudder
Deadline: July 2011

Task 4: Attend Texas Environmental Law Enforcement Association Annual Training
Person: Dennis Rudder, Sidney Parker and Doug MacDougall
Deadline: July 2011

Task 5: Develop and conduct outreach for proper enforcement regarding scrap tires
Person: Doug MacDougall
Deadline: July 2011

GRANT BUDGET SUMMARY				
Budget Categories			CAPCOG Solid Waste Grant Funding	
1. Personnel (Salary)			\$0.00	
2. Fringe Benefits			\$0.00	
3. Travel			\$2,438.00	
4. Supplies (unit cost of less than \$1,000)			\$1,371.62	
5. Equipment (unit cost of \$5,000 or more)			\$0.00	
6. Construction			\$0.00	
7. Contractual (other than for construction)			\$0.00	
8. Other			\$16,431.34	
9. Indirect charges			\$0.00	
TOTAL			\$20,240.96	
10. Fringe Benefit Rate:			0%	
11. Indirect Cost Rate:			0%	

1. Personnel (Salary)				
Position	Function	Monthly Salary	%FTE	
				\$0.00
				\$0.00
				\$0.00

3. Travel		
Position	Purpose of travel	
Dennis Rudder, Travis County Attorneys Office	Travel to attend Advanced Evidence Gathering Training, Federal Law Enforcement Training Center, Glynco, Goergia	\$950.00
Sidney Parker (Travis County Sherrif's Office), Doug MacDougall (Travis Co Attorneys Office) and Dennis Rudder (Travis County Attorney's Office)	Travel to attend 2011 Texas Environmental Law Enforcement Associaiton Annual Training Conference, Bandera, Texas	\$1,488.00
		\$0.00

4. Supplies	
Type of Supplies	
Environmental enforcement supplies (PPE, site evaluation supplies, chlorine strips, Ph test strips, Absorbent materials, printer cartridges (3), CD-R disks (100), etc.)	\$1,371.62
	\$0.00
	\$0.00

5. Equipment				
Equipment	Model	Unit Cost	No. of Units	
		\$0.00	0	\$0.00
		\$0.00	0	\$0.00
		\$0.00	0	\$0.00

6. Construction		
Type of Construction	Sub-Contracted (Y/N)	
		\$0.00
		\$0.00

		\$0.00
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7. Contractual		
Contractor	Purpose	
		\$0.00
		\$0.00
		\$0.00

8. Other				
Type Other	Description			
Books / Reference				\$0.00
Postage / Delivery				\$0.00
Telephone / Utilities				\$0.00
Printing / Reproduction				\$0.00
Advertising / Public Notices				\$0.00
Training / Registration	Dennis Rudder, Advanced Evidence Gathering			\$400.00
Training / Registration	3 for TELEA conference			\$240.00
Basic Office Furnishings				\$0.00
Space / Equipment Rental				\$0.00
Signage				\$0.00
Additional Other	Description	Unit Cost	No. of Units	
Computer Hardware				\$0.00
Computer Software	Terrain Navigator Pro	\$211.00	3	\$633.00
Additional Other	Decoy cameras, surveillance equipment			\$3,402.35
Additional Other	Digital camera with geo-tagging	\$399.99	10	\$3,990.99
Additional Other	Universal card reader	\$30.00	3	\$90.00
Additional Other	Laserjet mobile printer	\$157.00	3	\$471.00
Additional Other	USB cable for mobile printer	\$15.00	3	\$45.00
Additional Other	Data interface cable	\$40.00	3	\$120.00
Additional Other	Digital camcorder	\$750.00	1	\$750.00
Additional Other	Truck shelving/drawer unit	\$2,770.00	2	\$5,540.00
Additional Other	Ponar grap sampling tool	\$749.00	1	\$749.00
Additional Other				\$0.00
Additional Other				\$0.00

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person:	John C. Bradshaw
Title:	Contract Specialist
Phone Number:	854-4277

Grant Title:	AmeriCorps		
Grant Period:	From:	8/1/2008	To: 7/31/2009
Grantor:	Corporation for National and Community Service (through OneStar Foundation)		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	
American Recovery and Reinvestment Act (ARRA) Grant		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	228,040*			134,280		362,320
Operating:				50,243		50,243
Capital Equipment:						0
Indirect Costs:				41,454		41,454
Total:	228,040	0	0	225,977	0	454,017
FTEs:	16.00					16.00

*This is the amount of grant funds going to Travis County. The OneStar Foundation receives an administrative fee of \$2,395. Therefore, the actual amount on the revised grant contract is \$230,435.

Performance Measures** Applicable Department Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Educational Program Participants	77,000				85,518	77,000
Measures For Grant						
AmeriCorps members successfully completing national service training	22				22	32

Outcome Impact Description	The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their AmeriCorps service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program.					
AmeriCorps member service hours	28,020				NA	34,800
Outcome Impact Description	This output measure does not affect the outcome measure. (It is included to show the number of service hours the AmeriCorps members are providing to the community.)					
Students enrolled in after-school programs for a minimum of one year	1,200				1,300	1,500
Outcome Impact Description	This output measure does not affect the outcome measure. (It is included as an indicator of the number of students participating in the after-school program on a regular basis.)					
Percentage of AmeriCorps members who complete training and their terms of service and report gaining skills that they will use in the future	75%				81%	75%
Outcome Impact Description	Members who complete the training and their term of service answer a written survey about their experience and the likelihood of them using the skills they have learned in the future. The outcome measure is that at least 75% of survey respondents state that they will use the skills they have developed in future education, service, or employment opportunities.					
Percentage of students enrolled in the after-school program for a minimum of one year who score as well or better than their peers in the science section of a standardized assessment tool	20%				72%	20%
Outcome Impact Description	At least 240 students in FY'09 and 300 in FY'10 will score as well or better than their peers in the science section of a standardized assessment tool. (AISD provides the assessment scores.)					

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**All of these performance measures are tallied after the end of the fiscal year. The figures for the FY'08 grant are available.

Auditor's Office Approval: ☒

Staff Initials: EH

Auditor's Office Comments:

County Attorney's Office Approval: ☐

Staff Initials: MEG

County Attorney's Office Comments:

PBO Recommendation:

HHS has requested Commissioners Court approval of the contract release agreement for the department's AmeriCorps grant for the period August 2008 to July 2009. The release agreement contains the final financial data from the grant term and is a requirement of grant. The County Auditor's Office has confirmed the financial data.

PBO recommends approval of this request pending final review by the County Attorney's Office. The final review is expected shortly. In the unlikely event that the County Attorney cannot approve the contract as it stands, PBO will request to have this item pulled off the grants agenda before the meeting day.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a cash and in-kind match totaling \$225,977. This will be provided through a combination of money already budgeted for 4-H CAPITAL as well as contributions of office space and supplies by 4-H CAPITAL.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

The grant allows for a 4% indirect cost allocation for the county and 1% (\$2,395) for the OneStar Foundation. The county is not claiming its 4% allocation because this would raise the cost per FTE above the maximum allowable amount set by the OneStar Foundation.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the

proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County 4-H CAPITAL currently provides after-school programs. It will continue to offer these programs once the grant ends but not at as many locations.

6. If this is a new program, please provide information why the County should expand into this area.

AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The grant will allow 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This will increase the departmental performance measure for educational program participants.



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

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

DATE: November 29, 2010

TO: Members of the Commissioners Court

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

SUBJECT: AmeriCorps Contract Release Agreement

Proposed Motion:

Consider and take appropriate action to approve a Contract Release Agreement for the FY'09 AmeriCorps grant.

Summary and Staff Recommendations:

The FY'09 grant funded 10 full-time and 12 part-time AmeriCorps members who provided after-school enrichment programs each week during the school year at 14 schools as well as helping staff summer camps. The programs focused on Science and Technology, Environmental Education, Outdoor Education, and Life Skills. Three Travis County staff provided program coordination and support for the day-to-day activities of the AmeriCorps members.

The Contract Release Agreement closes out the FY'09 grant.

TCHHSVS staff recommends approving the release agreement.

Budgetary and Fiscal Impact:

The FY'09 AmeriCorps grant was \$232,435.

It was reduced to \$230,435 later in the year.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs offered by Travis County 4-H CAPITAL as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Charlotte Benbenek-Price, Project Coordinator, Travis County CAPITAL AmeriCorps Project
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

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Contract Release Agreement

Sub-Grantee Information

Legal Applicant

Travis County through the Travis County Department of
Health and Human Services and Veterans Services
PO Box 1748
Austin, TX 78767-1748

EIN: 74-6000192

Grant Award Information

CFDA Number 94.006
OneStar Award Number 11.0609.015-3

Program Name

Travis County CAPITAL AmeriCorps Project

Primary Contact

Charlotte Benbenek-Price
512-854-3192
cebenbenek-price@ag.tamu.edu

Pre-Award Cost Start Date None
Project Period 8/1/2006 – 7/31/2009
Budget Period 8/1/2008 – 7/31/2009

Contract Release

This Contract Release Agreement is based on the following:

Total Awarded	Total After Deobligation	Total Amount Expended*	Cash Paid to Sub-Grantee	Total Unexpended and Recaptured by Grantee
\$232,435	\$230,435.00	\$215,403.28	\$213,249.24	\$15,031.72

*Total Amount Expended includes the 1% Commission Fixed Amount

This Contract Release Agreement is made and entered into by and between OneStar Foundation National Service Commission, Inc. ("Grantee") and the above-designated Sub-Grantee.

The parties to this agreement expressly understand and agree that:

1. Grantee and Sub-Grantee entered into a grant award (see Award Number and Project Period listed above) by which Sub-Grantee agreed the terms of the grant award and Grantee agreed to reimburse Sub-Grantee, not to exceed the agreed upon Total Awarded (as listed above).
2. The costs incurred under the contract shall not exceed the Total Amount Expended. By execution of this agreement, Sub-grantee agrees that all allowable costs have been paid for this contract in full and Sub-grantee does hereby release and discharge Grantee, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever arising from Sub-Grantee's unpaid bills.
3. In case of a conflict between the terms contained in this Contract Release Agreement and the cited grant award, the terms of this release agreement shall govern and the conflicting terms shall be void and of no effect.
4. No provision of this Contract Release Agreement shall be construed as relieving Sub-Grantee of liability for costs ultimately disallowed as a result of a previous or later financial and/or compliance audits or other reviews of Sub-Grantee's program.
5. Sub-Grantee shall maintain all documents related to said grant award for a period of three (3) years after acceptance of the close-out by the grantor of this grant award, the Corporation for National and Community Service. OneStar will notify all Sub-Grantees of this date.

Signature Authority

The person signing this Contract Release Agreement on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to certify this agreement on behalf of the Sub-Grantee and to validly and legally bind Sub-Grantee to all the terms of this agreement.

Grantee

Chris Bugbee
Vice President, Social Impact and Innovation
OneStar Foundation

Date

Sub-Grantee

BY:

Samuel T. Biscoe
Travis County Judge
Travis County through the Travis County Department of
Health and Human Services and Veterans Services

Date

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Certification of Program Sub-Grant Closeout

Legal Applicant Organization Name: Travis County through the Travis County Department of Health and Human Services and Veterans Service

Program Name: Travis County CAPITAL AmeriCorps Project

Grant Number: 11.0609.015-3

Date of Submission: 12/17/10

Please select the answer that is applicable to your program:
(check one option only)

OPTION 1

Our organization awarded Program Sub-grants under the above-referenced grant award number. A Program Sub-Grant is any AmeriCorps grant funds awarded to an organization by your organization under this grant award number.

- ☐ I certify that our organization has completed all closeout actions; accomplished all program and financial requirements; secured all reports; and reconciled all funding with respect to Program Sub-grants we have awarded under the above-referenced grant.

OR

OPTION 2

No Program Sub-grants were awarded under the above-referenced grant award number. A Program Sub-Grant is any AmeriCorps grant funds awarded to an organization by your organization under this grant award number.

- ☒ Our organization did not award any Program Sub-grants under the above-referenced grant award number.

Name of Authorized Representative: Samuel T. Biscoe

Title of Authorized Representative: Travis County Judge

Signature: BY:

Date: _____

Items of Equipment with a Current Fair Market Value of \$5,000 or More and Purchased with Federal Grant Funds



Note: If the grantee does not request continued use of items of equipment, OneStar will issue disposition instruction upon receipt of the inventory.

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INVENTORY OF RESIDUAL SUPPLIES

Unused/Residual Supplies Purchased with Federal
Funds with an Aggregate Fair Market Value Exceeding \$5,000

Legal Applicant Organization Name: Travis County through the Travis County Department of Health and Human Services and Veterans Service

Program Name: Travis County CAPITAL AmeriCorps Project

Grant Number: 11.0609.015-3

Name of Authorized Representative: Samuel T. Biscoe

Title of Authorized Representative: Travis County Judge

Telephone Number: 512-854-9555

Date of Submission: 12/17/10

Signature of Authorized Representative: BY:

Is this program continuing beyond the project period end date of the above identified grant?

☒ Yes

☐ No (If the answer is NO, please write NOT APPLICABLE in the below table and **DO NOT** proceed further.)

If the above answer is YES, does the grantee request the continued use of all or part of the supplies?

☐ Yes (identify all such equipment below by marking it with a **)

☒ No

OR

Does the grantee request the use of all or part of the supplies on other federally supported activities?

☐ Yes

☐ No

Items Description	Location/Site	Current Fair Market Value	Final Authorized Disposition/Date
No supplies purchased with grant funds.		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
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		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy

*Total: \$ _____

*Total must exceed \$5,000

Note: If the grantee does not request continued use of the supplies, OneStar will issue disposition instructions upon receipt of the inventory.

OneStar Foundation | 816 Congress Ave., Ste. 900 | Austin, TX 78701 | Ph: 512.287.2000 | Fax: 512.287.2039

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	County Attorney's Office, Sheriff's Office		
Contact Person/Title:	Mack Martinez, CA; Karen Maxwell, TCSO		
Phone Number:	854-9658	854-7508	

Grant Title:	Family Violence Protection Team			
Grant Period:	From:	10/1/2010	To:	9/30/2012
Grantor:	VAWA/US Department of Justice			
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$699,507			\$168,239		\$867,746
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	\$699,507	\$0	\$0	\$168,239	\$0	\$867,746
FTEs:	4.50					4.50

*This amount is for the full award spread over several departments

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	FTE
001-1910-541-0701 (CA)	\$23,589	\$23,589	\$47,178	1.5

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input type="checkbox"/>	N/A	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
# of felony family violence cases indicted (DA)	800					800
% of felony family violence cases completed (DA)	90%					90%
# of felony family violence strangulation cases indicted (DA)	100					110

# of protective orders filed (CA)	710					710
Measures For Grant						
# of felony family violence cases staffed with law enforcement (DA)	400					420
# family violence victims served (SO)	1300					1300
Outcome Impact Description	The co-location of the prosecutors with team members who have specialized family violence case expertise allows for effective and efficient staffing and review of more cases than would be possible for an intake prosecutor with a general caseload.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This is the second request for permission to continue the Family Violence Protection Team grant in the County Attorney's Office. The permission to continue for the Sheriff's Office was approved 12/7/10 by Commissioners Court. The County Attorney's Office is requesting to continue the grant through the end of January. The department has received verbal confirmation of the award however they are awaiting approval by City Council as the Austin Police Department is the primary grantee. Funds used for this continuation of the grant will be reclassified against the grant once the award is certified.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This request seeks the Court's consent to continue the positions currently funded through the Family Violence Protection Team grant. We have just received notification from City of Austin that they have been awarded the requested funding for FY2011-FY2012, which will continue support of the collaborative partners of the Austin/Travis County Family Violence Protection Team.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, Travis County Constable's Office Precinct 5, SafePlace, and the Texas RioGrande Legal Aid. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2001, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and the half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continue the grant funding for these positions through September 30, 2008. In FY09 the grant was further enhanced with the addition of a victim witness counselor in the Sheriff's Office and an overtime allotment for the Constables Precinct 5 to serve temporary ex parte protective orders represented by the Travis County Attorney's Office.

In FY11-FY12 grant application includes funding requests for the following Travis County participants in FVPT:

- 1) Sheriff - 1 FTE detective - \$72,252 (34% grant funding/66% County funding)
1 FTE victim counselor - \$85,203 (75% grant funding/25% County funding)
- 2) County Attorney - 1.5 FTE attorneys - \$281,634
- 3) District Attorney - .5 FTE intake family violence attorney - \$130,418
.5 FTE intake family violence strangulation case attorney - \$124,000
- 4) Constable Precinct 5 - constable overtime pay - \$6,000

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The Sheriff's Office has budgeted funds to cover the remainder of the amount required for the FTE positions that are only partially funded by the grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Only salary and fringe benefits are allowed in the grant.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

There is no County commitment to funding if the grant is discontinued. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The full-time assistant county attorneys provide a comprehensive program for civil enforcement of protective orders and file and prosecute contempt cases for violations of the orders. The full-time Sheriff's Office detective investigates family violence cases that fall within the County's jurisdiction, provides assistance to the smaller municipalities and trains victim services and law enforcement personnel. The full-time victim counselor provides service referrals, safety planning and assistance for victims of domestic violence, sexual assault, and stalking. Precinct 5 Constables serve Temporary Ex Parte Protective Orders and escort the applicant from the residence if the respondent refuses to leave. Continuation grant funding is requested for the part-time assistant district attorney who staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community.

New grant funding is requested for a part-time assistant district attorney who will screen cases alleging strangulation, prepare and present strangulation cases to the grand jury, as well as assist in the prosecution of those cases in District Court. The new law that enhances penalties for assaulting a family member by strangulation or suffocation will increase the workload of the District Attorney's Family Justice Division.

The work of the assistant county attorneys is tied to three of the County Attorney's Office program measures: total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence Protection Team and adds valuable investigative assistance. The key program measure impacted by the victim counselor is the number of crime victims served. The work of the assistant district attorneys on the grant impacts the District Attorney's Office program measures: number of family violence cases indicted and % of family violence cases completed, # of felony family violence strangulation cases indicted, % of felony family violence strangulation cases completed.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

PERMISSION TO CONTINUE MEMORANDUM

Katie Petersen – PBO Analyst

David Escamilla, TCAO
Steve Capelle, TCAO
Jim Connolly, TCAO
Matthew Naper, Auditor's Office
Chantelle Abruzzo, TCAO
Amanda Valdes, TCAO
Amy Barba, TCAO

TO: Amy Barba, TCAO
FROM: Mack Martinez, Director Family Violence Division
DATE: 11/30/2010
RE: Family Violence Protection Team - Permission to Continue #2004WEAX0039

Dear Katie Petersen,

The Travis County Attorney's Office is requesting that Commissioner's Court approve a Permission to Continue our Grant Funded for the Family Violence Protection Team that begins the new year on 12/01/2010. Funding for this program will come from the 2011 VAWA / US Department of Justice.

TCAO has received verbal notice that the grant is approved but, there is a delay in getting the grant. TCAO will create a budget adjustment and budget transfer for Travis County to temporarily contribute funding for the grant project from 12/01/2010 – 01/31/2011.

Travis County Contribution Funding Amounts for month of 12/01/2010 – 01/31/2011:

<u>Time Frame</u>	<u>Category</u>	<u>Salary & Fringe Total</u>
12/01/2010 – 01/31/2011	Intake Prosecutor for TCAO/FV Division	\$23,589.00

*TCAO requests that Travis County contributes \$23,589.00 to fund this project from 12/01/2010 – 01/31/2011. When grant contract arrives, it will be submitted to Commissioner's Court. If the contract is approved and the revenue is certified by the County Auditors, then the temporary County contribution will be repaid by grant funds.

Enclosed for your review are the following documents:

- 1) Grant Summary Sheet/Permission to Continue

Should you have any questions regarding this grant, please contact me.

Sincerely,

Mack Martinez
Director, Family Violence Division
Office: 512-854-9415, fax: 512-854-9316
Travis County Attorney's Office

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Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106

Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action on Approval of Broker/Dealer Applicants for Conducting Investment Business with Travis County

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attachment.

STAFF RECOMMENDATIONS:

PBO Recommends approval

ISSUES AND OPPORTUNITIES:

Please see attached backup information.

FISCAL IMPACT AND SOURCE OF FUNDING:

No financial impact

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Rodney Rhoades	Pending
Planning and Budget Office		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



CASH/INVESTMENT MANAGEMENT DEPARTMENT TRAVIS COUNTY, TEXAS

Travis County Administration Building
314 W. 11th Street, Suite 540
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9779
Fax: (512) 854-4210
Email: Deborah.laudermilk@co.travis.tx.us

DATE: December 3, 2010

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

FROM: Deborah Laudermilk, Investment Manager

RE: Approval of Broker/Dealer Applicants

A handwritten signature in blue ink, appearing to read "Deborah Laudermilk", is written over the "FROM:" line.

Proposed Motion

Approve the following broker/dealers to conduct investment business with Travis County:

Primary Broker/Dealers

Bank of America Securities LLC
Cantor Fitzgerald & Co.
Deutsche Banc Alex Brown,
a division of Deutsche Securities Inc.

Jefferies & Company, Inc.
RBC Wealth Management,
a division of RBC Capital Markets
Nomura Securities International Inc.

All of these firms are currently on the Travis County approved broker/dealer list except Nomura Securities.

Secondary Broker/Dealers

Apex Securities, dba Rice Financial Products
Coastal Securities, Inc.
First Southwest Company
FTN Financial Capital Markets
Frost National Bank

Loop Capital Markets, LLC
Morgan Keegan & Company, Inc.
Vining Sparks IBG, L.P.
Wells Fargo Securities, LLC
Zions Bank, Capital Markets

All of these firms are currently on the Travis County approved broker/dealer list.

Summary and Authorizations

The Public Funds Investment Act, Section 2256.025, requires that “the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity”. The Travis County Investment Policy and Procedures Manual, Chapter 23, section 23.020-23.024 also specifies the procedures that must be followed in the selection process of broker/dealers.

All of the applications were reviewed for compliance with Approval of Broker/Dealer/Financial Applications Sections 23.020 through 23.024 of the Travis County Investment Policy and Procedures by the Cash/Investment Management staff. Primary dealers have been approved by the Federal Reserve Bank of New York as large, financially sound firms. For secondary dealers, Cash/Investment Management requires additional information and completes a more thorough review, taking other criteria into consideration such as debt to equity ratios, total assets, and regulatory and other actions recorded by the Financial Industry Regulatory Authority (FINRA) against the firm and/or individual, as well as references from other governmental entities, and experience. Past performance of individual brokers is taken into consideration for current broker/dealers.

The signed certifications (Attachment A) and the complete list of applicants (Attachment B) are contained in this agenda backup so that they will be included in the public record.

Investment Manager’s Recommendations and Issues

Primary Broker/Dealers

Travis County received six applications from primary dealers, and six are recommended for approval.

Nomura Securities is an international securities and investment banking group that has served companies and their investors in the United States since 1927.

It will be advantageous to the County to keep the Primary Dealers, as Primary Dealers have greater access to an inventory of securities that can provide availability and good prices for our purchases.

If these recommendations are approved, Travis County will be using a primary broker/dealer with offices located in Texas (Deutsche Banc Alex Brown), one in Tennessee (Cantor Fitzgerald & Co.), two in California (RBC Capital Markets and Nomura Securities International), and one in Virginia (Jefferies).

Deutsche Banc Alex Brown is owned by a German bank, RBC Wealth Management is owned by a Canadian bank, and Nomura Securities is owned by a Japanese bank, a reflection of the internationalization of today’s financial markets.

Secondary Broker/Dealers

Nineteen applications were received from secondary or regional dealers. Ten are recommended for approval. All ten are currently approved broker/dealers, including: Coastal Securities, Inc.;

First Southwest Company; FTM Financial Capital Markets; Frost National Bank, Morgan Keegan & Company, Inc.; Rice Financial Products Company; Vining Sparks; Wells Fargo Securities, LLC.; and Zions Bank.

The remaining nine secondary firms (see Attachment B) that applied are not recommended because Travis County does not need additional brokers at this time. Due to the amount of business that Travis County has done in the past year, we have decided to reduce the number of secondary brokers to ten, eliminating the broker that has done the least amount of business with Travis County.

If these recommendations are approved, Travis County will be using four secondary broker/dealers located within Travis County, and two more located in Texas. One of the recommended secondary broker/dealers is a Historically Underutilized Businesses: Rice Financial Products Company.

These secondary broker/dealer selections were based on scoring matrices for the firms and individuals developed by staff for this procedure.

Investment Advisory Committee

These recommendations have been reviewed by the Investment Advisory Committee and have the Committee's concurrence.

Definitions

Primary Broker/Dealers

Primary broker/dealers are national and international banks and investment firms that are authorized to deal directly with the Federal Reserve Bank of New York. They act as the Federal Reserve System's trading agent to implement monetary policy and are designated by the Federal Reserve as primary dealers in government securities. Primary dealers help to establish the market for all treasury securities by participating in the treasury auctions, from short term bills to 30 year long bonds. The Federal Reserve investigates these dealers thoroughly to make sure the firms comply with relevant capital standards.

Secondary Broker/Dealers

Secondary broker/dealers are all the other firms authorized to sell securities that have not been designated as primary dealers in government securities by the Federal Reserve. The secondary broker/dealers may be large or small, new or well established, and regional or national firms.

Historically Underutilized Businesses

HUBs are commonly referred to as minority and/or women owned businesses. At least 51% of the business must be owned by one or more persons who have been historically underutilized because of their identification as members of the following groups: Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, and American Women.

Certifications

A Certification is a statement signed by an individual broker or their supervisor that attests that he or she has read the Travis County Investment Policy and will comply with its terms. Certifications are required by the Travis County Investment Policy and Procedures, and the Public Funds Investment Act.

Exhibits:

A

Leroy Nellis, Budget Director
Cyd Grimes, Purchasing Agent
Dolores Ortega-Carter, Treasurer
Barbara Wilson, Assistant County Attorney

Exhibit A

Broker/Dealer Certifications

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

RECEIVED

10 OCT -4 AM 9:30

This certification is executed on behalf of Travis County and (the COUNTY Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Deutsche Bank Alex Brown. FOR FINANCIAL SERVICES SUPPORT OFFICE

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Deutsche Bank Alex Brown that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Deutsche Bank Alex Brown offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Deutsche Bank Alex Brown has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Deutsche Bank Alex Brown has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

S. L. Seman

Soledad L Seman
Vice President
Branch Administrative Manager
Deutsche Bank Alex Brown
October 1, 2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Cantor Fitzgerald & Co. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Cantor Fitzgerald & Co. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Cantor Fitzgerald & Co. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Cantor Fitzgerald & Co. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Cantor Fitzgerald & Co. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature _____

Name James Bond

Title Chief Operating Officer

Date 10/13/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Deutsche Bank Alex Brown.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Deutsche Bank Alex Brown that:

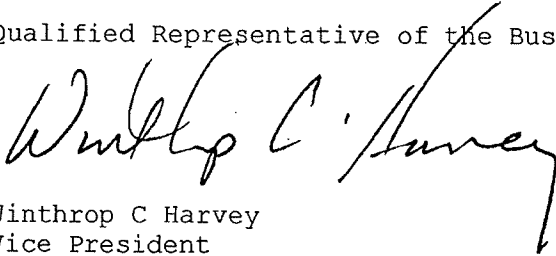
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Deutsche Bank Alex Brown offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Deutsche Bank Alex Brown has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Deutsche Bank Alex Brown has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

A handwritten signature in black ink, appearing to read "Winthrop C. Harvey". The signature is fluid and cursive, with a long horizontal stroke at the end.

Winthrop C Harvey
Vice President
Client Advisor
Deutsche Bank Alex Brown
October 1, 2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and **Cantor Fitzgerald & Co.** (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of **Cantor Fitzgerald & Co.** offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of **Cantor Fitzgerald & Co.** has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer.

Qualified Representative of the Business Organization

Signature 

Name **Don LaPiana**

Title **Senior Vice President**

Date 10-12-10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Jefferies (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Jefferies that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Jefferies offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Jefferies has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Jefferies has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Tracy Marcus

Name Tracy Marcus

Title SVP

Date 10.6.10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Jefferies (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Jefferies that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Jefferies offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Jefferies has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Jefferies has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature T. Ryan Green
Name T. Ryan Green
Title SUP
Date 10/20/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBC Wealth Mgmt, Division of RBC Capital Mkts (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBC Wealth Mgmt, Division of RBC Capital Mkts that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBC Wealth Mgmt, Division of RBC Capital Mkts offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBC Wealth Mgmt, Division of RBC Capital Mkts has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBC Wealth Mgmt, Division of RBC Capital Mkts has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Walter Hall

Name WALTER HALL

Title Sr. Vice President

Date 9/29/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and RBC wealth mgmt. A Division (the Business Organization). of RBC Capital Markets

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of RBC wealth mgmt A Division that: of RBC Capital Markets

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of RBC wealth mgmt A Division of RBC Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of RBC wealth mgmt A Division of RBC Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of RBC wealth mgmt A Division of RBC Capital Markets has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Eric Aslouny

Title Senior Financial Associate

Date 10/4/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and __Nomura Securities International, Inc____(the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of _Nomura Securities International, Inc_____ that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Nomura Securities International, Inc_____ offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Nomura Securities International, Inc has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Nomura Securities International, Inc____ has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Kirk Jon Walske

Title Vice-President _____

Date 9/29/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Nomura Securities International, Inc (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Nomura Securities International, Inc that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Nomura Securities International, Inc offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Nomura Securities International, Inc has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Nomura Securities International, Inc has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Michael Lauterbach

Title Managing Director

Date 9/29/10

TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Rice Financial Products Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Rice Financial Products Company that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Rice Financial Products Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Rice Financial Products Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Rice Financial Products Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Carol L. Mackoff

Name CAROL L. MACKOFF

Title MANAGING DIRECTOR

Date 9-29-10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Rice Financial Products Company (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Rice Financial Products Company that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Rice Financial Products Company offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Rice Financial Products Company has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Rice Financial Products Company has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

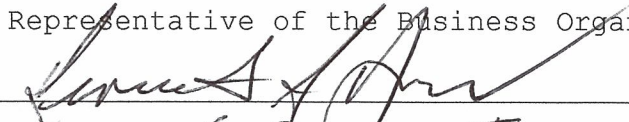
Qualified Representative of the Business Organization

Signature

Name

Title

Date


KENNETH G. BRUCE JR
SR. VICE PRESIDENT
9-29-10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Coastal Securities, Inc.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature SA RALBERT

Name Steven F. Albert

Title Managing Director

Date 10/12/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Coastal Securities, Inc.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

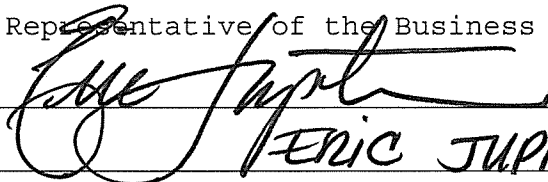
Qualified Representative of the Business Organization

Signature

Name

Title

Date


ERIC JUPITER
SR VP FIXED INCOME TRADER
10.8.10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Coastal Securities, Inc.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities, Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities, Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities, Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities, Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Jennifer Conley

Name Jennifer Conley

Title Sales Assistant

Date 10-6-10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Coastal Securities Inc. (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Coastal Securities Inc. that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Coastal Securities Inc. offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Coastal Securities Inc. has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Coastal Securities Inc. has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature D. Ann Komar

Name D. ANN KOMAR

Title Executive Vice President

Date October 5, 2010



TEXAS PUBLIC FUNDS INVESTMENT ACT**CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and **FirstSouthwest** (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of **FirstSouthwest** that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of **FirstSouthwest** offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of **FirstSouthwest** has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of **FirstSouthwest** has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative(s) of the Business Organization

Signature *Linda K. Callaway*

Name Linda K. Callaway

Title Senior Vice President

Date October 14, 2010

Signature *Michelle "Shelley" Rubin*

Name Michelle "Shelley" Rubin

Title Investment Assistant

Date October 14, 2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FTN Financial Capital Markets (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FTN Financial Capital Markets that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FTN Financial Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FTN Financial Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FTN Financial Capital Markets has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Robert Keller

Title Senior Vice President

Date 10.12.2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FTN Financial Capital Markets (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FTN Financial Capital Markets that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FTN Financial Capital Markets offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FTN Financial Capital Markets has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FTN Financial Capital Markets has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Whitney Waller

Name Whitney Waller

Title Sales Assistant

Date 10.12.2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Frost National Bank (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FROST National Bank that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Frost National Bank offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Frost National Bank has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Frost National Bank has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature CWH

Name Cody W. Hundley

Title INVESTMENT OFFICER

Date 10.18.10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Frost National Bank (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FROST National Bank that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Frost National Bank offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Frost National Bank has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Frost National Bank has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Tim McCormick

Title Vice President

Date 10.18.10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Frost National Bank (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Frost National Bank that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Frost National Bank offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Frost National Bank has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Frost National Bank has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name JEFF BECKEL

Title VICE PRESIDENT

Date 10.18.10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and FROST CAPITAL MARKETS (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of FROST CAPITAL MARKETS that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of FROST CAPITAL MARKETS offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of FROST CAPITAL MARKETS has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of FROST CAPITAL MARKETS has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name BRAD W JOHNSON

Title INVESTMENT OFFICER

Date 10/18/2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Loop Capital Markets LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Steve Christensen that:

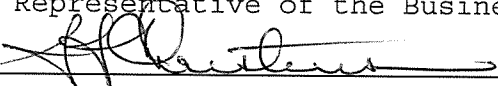
(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Loop Capital Markets LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Loop Capital Markets LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Loop Capital Markets LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Steve Christensen

Title Managing Director, Fixed Income Sales

Date 10/14/2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Loop Capital Markets LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Steve Christensen that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Loop Capital Markets LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Loop Capital Markets LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Loop Capital Markets LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Wade Watson

Name Wade Watson

Title Sales Assistant

Date 10/14/2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Loop Capital Markets LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Steve Christensen that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Loop Capital Markets LLC offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Loop Capital Markets LLC has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Loop Capital Markets LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature 

Name Julie Karr

Title Managing Director, Fixed Income Sales

Date 10/14/2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and **Morgan Keegan & Co., Inc.** (the business organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and **Morgan Keegan & Company, Inc.** (the Business Organization)

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of **Morgan Keegan & Company, Inc** that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of **Morgan Keegan & Co., Inc.** offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of **Morgan Keegan & Company, Inc.** has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of **Morgan Keegan & Company, Inc.** has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

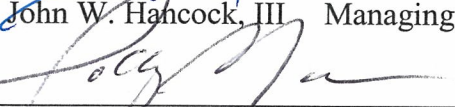
Qualified Representative of the Business Organization.



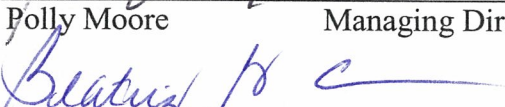
John W. Hancock, III Managing Director

Date: _____

10/19/2010



Polly Moore Managing Director



Bea Cadena Vice President



TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Vining Sparks IBG, LP (dba Vining Sparks) (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Vining Sparks that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Vining Sparks offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Vining Sparks has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Vining Sparks has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature

Name Patrick W. McDowell

Title Senior Vice President

Date 10/1/2010



**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Vining Sparks IBG, LP (dba Vining Sparks) (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Vining Sparks that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Vining Sparks offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Vining Sparks has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Vining Sparks has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature _____

Name W. Douglas McKnight

Title SVP/Branch Manager - Public Funds Group

Date 10/1/2010

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and Wells Fargo Securities, LLC, (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Wells Fargo Securities, LLC (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Wells Fargo Securities, LLC that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Wells Fargo Securities, LLC, offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Wells Fargo Securities, LLC, has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Wells Fargo Securities, LLC has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature

T. M. Yancey

Name

Teresa M. Yancey

Title

Director / Regional Sales Manager

Date

10/19/10

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and Zions Bank - Cap. Mkts (the Business Organization).

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of Zions Bank - Cap. Mkts that:

(i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.

(ii) The undersigned is a Qualified Representative of Zions Bank - Cap. Mkts offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;

(iii) The Qualified Representative of Zions Bank - Cap. Mkts has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;

(iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of Zions BK - cap mkt has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature Kathleen J. Sullivan

Name Kathleen J. Sullivan

Title VP

Date 10/13/10

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

12/14/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9898	Reserves	Unallocated Reserves		\$ 22,500,000	1
	KCA001	001	1405	525	8112	Facilities	Land	\$ 22,500,000		
A2		001	9800	982	9892	Reserves	Allocated Reserves		\$ 25,100	1
	KCA001	001	1405	525	8112	Facilities	Land	\$ 25,100		

Budget Adjustment: 24946

Fyr _ Budget Type: 2011-Reg

Author: 14 - DRAPER, AMY

Created: 12/7/2010 11:31:17 AM

PBO Category: Amendment

Court Date: Tuesday, Dec 14 2010

Dept: RESERVES

Just: Other

Transfer from Unallocated Reserve for purchase of Central Austin property

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9898	UNALLOCATED RESERVES			22,500,000
				22,500,000
To Account		Project		Amount
001-1405-525-8112	LAND	KCA001	CENTRL AUST REAL EST PURC	22,500,000
				22,500,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	12/7/2010 11:31:33 AM
DepOffice	14	AMY DRAPER	12/7/2010 11:31:34 AM
DepOfficeTo	14	AMY DRAPER	12/7/2010 11:31:35 AM

Related to central Austin real estate. PBO concurs.

DAKang 12/7/10



Budget Adjustment: 24945

Fyr _ Budget Type: 2011-Reg

Author: 14 - DRAPER, AMY

Created: 12/7/2010 11:30:18 AM

PBO Category: Amendment

Court Date: Tuesday, Dec 14 2010

Dept: RESERVES

Just: Other

Transfer from Allocated Reserve for due diligence and expenditure for purchase of Central Austin property

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			25,100
				25,100
To Account		Project		Amount
001-1405-525-8112	LAND	KCA001	CENTRL AUST REAL EST PURC	25,100
				25,100

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	12/7/2010 11:31:27 AM
DepOffice	14	AMY DRAPER	12/7/2010 11:31:29 AM
DepOfficeTo	14	AMY DRAPER	12/7/2010 11:31:31 AM

Related to central Austin real estate. PBO concurs.

DA Ramsey 12/7/10



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
(\$230,498)	TNR	11/9/10	McKinney Falls Grant Match
(\$3,500)	Historical Commission	11/9/10	Historical Commission Grant match
\$9,790	Various	11/10/10	Canceled Purchase Orders
(\$168,117)	Facilities	11/23/10	HVAC at EOB
\$3,123	Various	11/23/10	Canceled Purchase Orders
(\$170,000)	Facilities	12/7/10	BEFIT
\$7,683,139	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 Easement
(\$2,947,447)	Total Possible Future Expenses (Earmarks)

\$4,735,692 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

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			

5

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
(111,697)	Auditor	11/9/10	BEFIT Personnel
(920,159)	Auditor	12/7/10	BEFIT Personnel
(68,074)	PBO	12/17/10	BEFIT Personnel
\$0 Current Reserve Balance			

17 ✓
_____Travis County Commissioners Court Agenda RequestVoting Session 12/14/10

Work Session _____

1. A. Request made by: John C. Hille, Jr., County Attorney Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- B. Requested Text: Approve Amendment No. 7 to Interlocal Agreement with Central Health (Healthcare District) to address costs for Cash/Investment Management

- C. Approved by: _____

Signature of Commissioner(s) or County Judge

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

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

Mr. Rodney Rhoades, Ex. Mgr., Planning and Budget 854-8679
Ms. Sherri Fleming, Ex. Mgr., Health & Human Services 854-4101
Ms. Debbie Laudermilk, Investment Mgr., PBO 854-9779
Ms. Beth Devery, Director, Central Health Div., TCAO 854-9513

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 DEC -7 PM 4:15



CASH/INVESTMENT MANAGEMENT DEPARTMENT TRAVIS COUNTY, TEXAS

Travis County Administration Building
314 W. 11th Street, Suite 540
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9779
Fax: (512) 854-4210
Email: Deborah.laudermilk@co.travis.tx.us

DATE: December 3, 2010

TO: John Hille

FROM: Deborah Laudermilk, Investment Manager
Reagan Grimes, Sr. Financial Analyst

RE: Justification of changes to Interlocal Agreement

In conjunction with the proposed Seventh Amendment of the Interlocal Agreement between Travis County Healthcare District and Travis County, Texas, Cash/Investment Management (CIM) recommends changes in the agreement for the following reasons.

AMENDMENTS

1.0 Section 3(a)(i)(C) is amended in its entirety to now read as follows:

(C) In exchange for the Services described in Section 3(a)(i)(A) and Section 3(a)(i)(B), and subject to the provisions of Section 8(f), District agrees to pay County the total sum of \$79,406.16, paid in monthly payments of \$5,892.08, from October 31, 2010 until Certificates of Obligation bonds are issued. After Certificates of Obligation bonds are issued, monthly payments will be \$6,617.18 thereafter.

Rationale:

We recommend that Travis County agrees to the increase in the amount paid by the Travis County Healthcare District to Travis County for the services that Travis County Cash Investment Management provides the Healthcare District managing their cash, which includes investing and monitoring the Healthcare District's bank accounts. Two cost scenarios have been proposed to allow for the payment for the additional work if the Healthcare District issues Certificates of Obligation bonds during this fiscal year which will be more time consuming and therefore an increase in the payment is justified for the services of Travis County CIM.

**SEVENTH AMENDMENT OF INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY HEALTHCARE DISTRICT
AND TRAVIS COUNTY, TEXAS**

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

RECITALS

District and County entered into an Interlocal Agreement regarding services that County would provide District.

District and County desire to amend the Agreement to update the amounts payable for certain Services to ensure that the efficient delivery of health care to eligible residents of the District continues and make other agreed-upon amendments.

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

AMENDMENT

1.0 Section 3(a)(i)(C) is amended in its entirety to now read as follows:

(C) In exchange for the Services described in Section 3(a)(i)(A) and Section 3(a)(i)(B), and subject to the provisions of Section 8(f), District agrees to pay County the total sum of \$79,406.16, paid in monthly payments of \$5,892.08, from October 31, 2010 until Certificates of Obligation bonds are issued. After Certificates of Obligation bonds are issued, monthly payments will be \$6,617.18 thereafter.

2.0 Except as provided herein, all terms, conditions, and provisions of the Agreement, as amended remain unchanged and in full force and effect.

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

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

TRAVIS COUNTY, TEXAS

By: _____

Name: _____

Title: _____

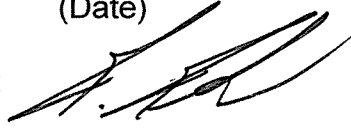
Date: _____

Travis County Commissioners Court Agenda Request

Voting Session December 14, 2010
(Date)

Work Session _____
(Date)

I. Request made by:



Rodney Rhoades, Executive Manager, Planning and Budget Phone # 854-4718

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 \$658,118.37, for the period of November 26, 2010 to December 2, 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: December 14, 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: November 26, 2010 to December 2, 2010

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$658,118.37

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 \$658,118.37.

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
NOVEMBER 26, 2010 TO DECEMBER 2, 2010

-

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: December 14, 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: November 26, 2010
 TO: December 2, 2010

REIMBURSEMENT REQUESTED: \$ 658,118.37

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,524,426.57
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: December 7, 2010	\$ (863,593.47)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 658,118.37
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 658,118.37

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


All claims over \$25,000 (1 this week totaling \$75,075.28) 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.

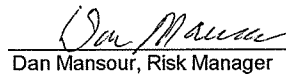
Fifteen percent (15%) of all claims under \$25,000 (\$100,748.22) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 (\$1,254.20).

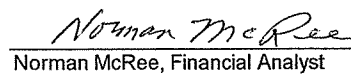
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 12/6/10
 Diane Blankenship, Director, HRMD Date

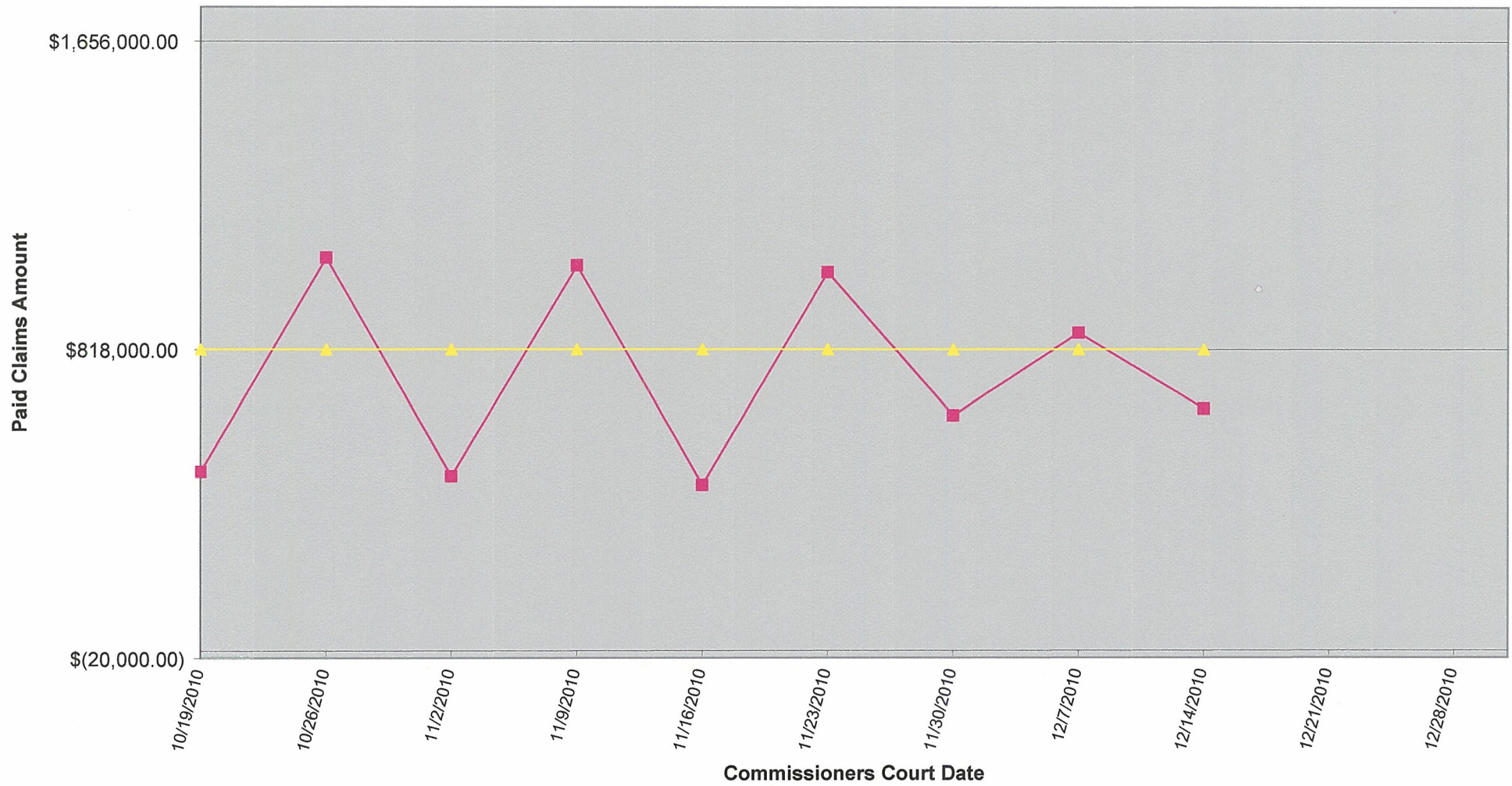
 12-6-10
 Dan Mansour, Risk Manager Date

 12/6/10
 Cindy Purinton, Benefit Contract Administrator Date

 12/6/10
 Norman McRee, Financial Analyst Date

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

**Travis County Employee Benefit Plan
FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85**



From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 12/3/2010 5:05 AM
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
 FAX NUMBER: (512) 854-3128 AB5
 PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2010-12-03 REQUEST AMOUNT: \$1,524,426.57

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-12-02 \$438,918.83
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,499,799.17

+ CURRENT DAY NET CHARGE: \$24,627.40
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,524,426.57

ACTIVITY FOR WORK DAY: 2010-11-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$175,174.21	\$00.00	\$175,174.21
TOTAL:	\$175,174.21	\$00.00	\$175,174.21

ACTIVITY FOR WORK DAY: 2010-11-29

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$75,228.68	\$00.00	\$75,228.68

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_12_02

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.37	U4	88246490	AH		1 11/19/2010	20	12/2/2010	12/2/2010
701254	632	0.19	U4	84112530	AH		1 11/12/2010	20	11/30/2010	12/2/2010
701254	632	0.18	RL	66869550	AH		1 11/24/2010	100	11/29/2010	12/2/2010
701254	632	0.01	U4	84056460	AA		1 11/12/2010	20	11/30/2010	12/2/2010
701254	632	0.01	RL	71976680	AH		5 11/29/2010	100	12/1/2010	12/2/2010
701254	632	0.01	RL	71976590	AA		6 11/29/2010	100	12/1/2010	12/2/2010
701254	632	-20.93	RI	33969770	AA		5 11/27/2010	50	12/3/2010	12/2/2010
701254	632	-20.93	RI	33969610	AH		8 11/27/2010	50	12/3/2010	12/2/2010
701254	632	-20.93	RI	33969610	AH		8 11/27/2010	50	12/3/2010	12/2/2010
701254	632	-20.93	RI	33969610	AH		8 11/27/2010	50	12/3/2010	12/2/2010
701254	632	-26.77	U4	10991480	AH		9 11/21/2010	50	11/29/2010	12/2/2010
701254	632	-55.77	RI	33969610	AI		46 11/27/2010	50	12/3/2010	12/2/2010
701254	632	-57.44	RK	53783020	AA		5 11/24/2010	50	12/2/2010	12/2/2010
701254	632	-67.5	RI	33969610	AH		5 11/27/2010	50	12/3/2010	12/2/2010
701254	632	-103.09	RG	21054110	AA		6 11/23/2010	50	12/2/2010	12/2/2010
701254	632	-107.28	RH	60125940	AH		6 11/23/2010	50	12/2/2010	12/2/2010
701254	632	-128.3	RI	33969610	AA		6 11/21/2010	50	11/29/2010	12/2/2010
701254	632	-306.75	RG	12410900	AH		1 11/23/2010	50	12/2/2010	12/2/2010
701254	632	-317.58	RI	33969770	AH		1 11/26/2010	50	12/3/2010	12/2/2010

658,118.37

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 12/02/2010

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

0

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 12/2/2010

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	69,295.71
	RR	
	526-1145-522.45-29	23,950.35
Total CEPO		\$93,246.06
EPO		
	EE	
	526-1145-522.45-20	149,962.99
	RR	
	526-1145-522.45-21	47,347.57
Total EPO		\$197,310.56
PPO		
	EE	
	526-1145-522.45-25	344,523.01
	RR	
	526-1145-522.45-26	23,038.74
Total PPO		\$367,561.75
Grand Total		\$658,118.37

Travis County Commissioners Court Agenda Request

Voting Session 12/14/10
(Date)

Work Session _____
(Date)

I. Request made by:



Rodney Rhoades, Executive Manager, Planning and Budget Phone # 854-9106
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Consider and take appropriate action on proposed routine personnel amendments.

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

December 14, 2010

ITEM # :

DATE: December 3, 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: Rodney Rhoades, Executive Manager, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

RR/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
Criminal Courts	188	Office Specialist Sr	12 / Level 3 / \$30,804.80	12 / Level 3 / \$30,804.80
District Atty	74	Legal Secretary	15 / Level 3 / \$37,710.40	15 / Level 3 / \$37,710.40
* 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	20444	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
HHS	20077	Case Worker	15 / \$17.64	15 / \$17.64	02
HHS	20078	Case Worker	15 / \$17.64	15 / \$17.64	02
HHS	20079	Case Worker	15 / \$17.64	15 / \$17.64	02
HHS	20080	Case Worker	15 / \$17.64	15 / \$17.64	02
HHS	20082	Office Specialist	10 / \$12.58	10 / \$12.58	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1117	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$47,554.83	\$51,284.90	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1478	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	324	Juvenile Probation Ofcr I* / Grd 14	Juvenile Probation Ofcr II / Grd 15	\$32,345.42	\$34,608.50	Career Ladder. Pay is at minimum 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
Constable 3	Slot 27 / Constable Sergeant / Grd 64 / \$70,619.33	Constable 3	Slot 8 / Deputy Constable Sr / Grd 62 / \$52,441.17	Demotion. Peace Officer Pay Scale (POPS).
Juvenile Probation	Slot 543 / Juvenile Probation Ofcr III / Grd 16 / \$38,753.88	Juvenile Probation	Slot 189 / Juvenile Probation Ofcr III / Grd 16 / \$38,753.88	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

AD HOC CLASSIFICATION CHANGES

		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Sheriff	738	Administrative Assoc / 14506	NE	14	Executive Asst / 16520	E	16
TNR	496	Development Svcs Prgm Mgr / 23298	E	23	Engineer / 23247	E	23
TNR	219	Records Analyst Asst / 13488	NE	13	Records Analyst Assoc / 15489	NE	15

Department requests in order to meet departmental needs. PBO has confirmed funding available.

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

21

Voting Session: DECEMBER 14, 2010

10 DEC -8 PM 2:36

- 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 STAR FLIGHT REQUEST TO ACCEPT A \$10,000.00 AWARD FOR WINNING THE FOURTH ANNUAL AMERICAN EUROCOPTER VISION ZERO AVIATION SAFETY AWARD.
- C. Approved by: _____
Signature of Commissioner or Judge
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____

- III. Required Authorizations: Please check if applicable.
- Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant
- Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure

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



Travis County
STAR Flight



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

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

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

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

Subject: Vision Zero Award

Date: December 7, 2010

In August the Department submitted a nomination (attached) to the Association of Air Medical Services (AAMS) for their Vision Zero Award.

The Vision Zero Program was created by AAMS as a movement to decrease the helicopter accident rate through safety awareness. A special website, <http://visionzero.aams.org/>, was created under the AAMS web page and offers general safety information (aviation safety, ground safety, and patient safety) as well as white papers for access to the general membership and public.

The Vision Zero Aviation Safety Award was established by American Eurocopter Corporation (AEC) to help promote a higher level of safety within the air medical industry. All Association of Air Medical Services (AAMS) programs and operators from the smallest to the largest are eligible for this award, regardless of the number, or type of aircraft you fly. AEC is looking for industry leaders and new and innovative ideas to promote safety and help raise the bar for the entire air medical community. Additionally, they are looking for organizations that have risen above the industry and distinguished itself by implementing innovations in developing risk assessment tools, safety procedures, quality management, dispatching, crew training, etc. Those could be successfully adopted by emergency medical services programs (EMS) or operators to improve EMS aviation safety?

Travis County **STAR Flight** was selected the 2010 award winner. Members of the program accepted the award and \$10,000 check at the annual Aero Medical Transport Conference held in Florida in October. A video created by AEC and used during the award presentation can be seen at <http://www.youtube.com/watch?v=DLIafydAmSA>.

The department and division recommend accepting the award for our continued safety efforts.

We would also like to acknowledge that without the continuous support of the Commissioners Court the program would not have been in position to receive this award.

Please let me know if you need additional information

Casey



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American Eurocopter
Vision Zero
Aviation Safety Award

Nominee: Travis County **STAR Flight**
AAMS Member #: 11303
Address: 7800 Old Manor Road, Austin, Texas 78724
Phone number: 512-854-6464
Nominated by: Jim Allday, Chief Clinical Supervisor
Nominator's phone number: 512-925-1053
Nominator's e-mail address: jim.allday@co.travis.tx.us

How have the nominee's actions or initiatives helped to promote safety and help raise the bar for the entire air ambulance community and/or within their organization?

See attached CAMTS survey notes and follow up letter from NTSB.

1. Treating medical crew members as part of the flight crew to include: drug and alcohol testing, 12 hour duty schedule, and 10 hour rest period requirement prior to duty assignment.
2. Assignment of all crew members to specific flight teams to promote team cohesiveness.
3. Providing all crew members with NVGs for every night operation and requiring currency for all crew members, regardless of position.
4. Providing water survival training for all crew members to include eegrees, HEEDS, and use of personal flotation. All crew members wear flight vests (at all times) with incorporated inflatable collars in case of water ditching.
5. Requiring all crew members to complete Dr. Mark Rosekind's "Z-Coach" web-based program for sleep deprivation and fatigue management. Dr. Rosekind is recognized as one of the world's leading expert in this field and while this training is not an industry or FAA requirement, it has been recommended by the NTSB for several years.
6. Conducting on-going AMRM/CRM training with all crew members to include the following missions: EMS (scene and interfacility), 24 hour all-weather Search and Rescue (SAR) (land / water), Firefighting and Law Enforcement. This training extends to the entire team to include Hospital Specialty Team members and Aviation Communication Specialists.
7. Utilizing an automated Risk Matrix program for both Part 135 and Public Operations missions which automatically links the current risk analysis to the dispatch and stores it in the data base for future reference or reconstruction.



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8. Implementing all of the NTSB recommendations for HEMS safety and accident reduction to include: scenario-based training, simulator training, video/voice/flight data recording, night vision imaging systems, Single Pilot IFR equipped aircraft (EC-145) with 3-axis-dual-redundant autopilot systems, ongoing instrument training for all pilots, implementation of a Safety Management System (SMS) with a goal to achieve level 4 status by 2014.
9. Mandating quarterly IMC recovery training for all pilots/crews
10. Mandating quarterly day / night rescue training for all crew members.
11. Equipping aircraft with Helicopter Terrain Avoidance and Warning Systems (HTAWS).
12. Equipping aircraft with color weather RADAR, storm scope and moving maps which show all man-made obstacles.
13. Equipping the aircraft with a Terminal Information System (TIS) to reduce the potential of mid-air collisions in high density terminal areas.
14. Using gap analysis procedures on industry accidents to identify weaknesses or failures and implement improvements. An example was a review of the Grand Rapids, Michigan elevated helipad crash which resulted in meetings with local fire department personnel, hospital CEO's and safety personnel to address and coordinate scene response to elevated helipad accidents and to resolve any shortcomings.
15. Utilizing Risk Analysis and Assessment to identify and document hazards to personnel / equipment and to implement mitigation measures. For example, the development of aircraft seatbacks with an integrated "Molle System" with attached pouches to provide better securing and less clutter of equipment and supplies.
16. Utilizing a Management of Change process to analyze all proposed new changes and determine how they may affect organizational, operational, maintenance, safety and education processes and procedures.
17. Establishing a standardized aircraft / equipment / supplies setup to maintain consistency for all operations.
18. In recent years have attended conferences and hearings for: AAMS Safety, NTSB and FAA HEMS operations. Have proactively implemented many changes in the overall flight program well before any mandated requirement.
19. Hosted and coordinated a Central Texas "Safety Summit" to improve safety communications, ideas and local awareness for all HEMS operators in the Central Texas region.



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20. Providing Aviation Communications Specialists (ACS) with a weather-overlay to the Outerlink satellite tracking program to be able to immediately update flight crews of any weather issues.
21. During triage of mission-requests, ACS personnel confirm whether a flight has already been turned down by another HEMS operator. They also check the Weatherturndown.com website for this information and submit our weather turn-downs to assist other HEMS operators in Central Texas.
22. Utilizing hoist video and voice recording during all SAR missions to review crew actions for standardization and improvement.
23. Equipping the left-rear facing seat with an integrated harness system which allows the crew member to remain safely tethered to the aircraft while providing for the safe clearance of the left side and tail of the aircraft during approaches to, hovering over or departing from unimproved landing Zones (LZ).
24. Incorporated highly specialized initial rescue training from the world class Swiss helicopter rescue specialists (REGA) to train our program training cadre during the transitioning from short haul to rescue hoist operations. Completely revamped entire rescue training program based upon this experience.
25. Conducting joint training exercises with National Guard helicopter crews for SAR and evacuation operations during localized and wide-spread flooding conditions. This has lead to state-wide emergency and FEMA training sessions and enhanced development of helicopter resources for disaster planning. As the U.S. Army transitions to the EC-145 with a similar mission profile, discussions are occurring with key personnel to assist with this transition to include training issues, aircraft layout, equipment and supplies, etc.
26. Conducting survival training for all crew members to include the utilization of equipment and supplies inside the aircraft survival kit to promote familiarity if and when needed.
27. Building our own hangar facility to ensure a secure area with more-than-adequate operating, maintenance and living space to perform two aircraft, 24 hour operations. The stenciling of the mechanic's name on each aircraft to instill pride-of-workmanship and a buy-in to the program.
28. Conducting a Safety Climate Survey of all crew members before and after management interventions to improve the program safety culture.
29. Utilizing weather minimums that exceed CAMTS standards.
30. Utilizing Pilot-In-Command (PIC) minimums that exceed CAMTS standards.



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31. Having computer tracking programs for pilots, crew members and mechanics which alerts them to training needs, certification notices, advisory and service bulletins, upcoming preventative maintenance, tool tracking and calibration, etc. As a result, parts and equipment are already on-hand for major maintenance activities and managers are alerted well ahead of time when required crew certifications are nearing expiration.
32. Issuing individual rescue equipment and apparel to all Crew Chiefs and Helicopter Rescue Specialists.
33. Installing a monitor and alarm system at each fueling station capable of assessing stored fuel for water and other contaminants as well as overall tank integrity.
34. Becoming the first CAMTS accredited Public Safety HEMS program in the United States.

How has the nominee risen above industry norms and distinguished themselves by implementing innovations, policies or practices?

In the process of providing time-critical Emergency Medical Service as well as the three vital "Public" missions of Search and Rescue, Firefighting and Law Enforcement to the residents of Central Texas, **STAR Flight** has one major goal: **SAFETY**.

The **STAR Flight** team has endeavored to be the leader in innovation from a Safety, Operational, Aircraft Systems, Maintenance and Personal Equipment perspective. In the pursuit of the safest program possible, program directors and managers have attended all major nation-wide safety seminars available to include the recent FAA and NTSB hearings. In the self examination process, Program Directors have acted forthrightly in equipping the aircraft with the latest aircraft systems and policy guidance which provide a wider margin of safety to crews when performing a wide array of missions.

At the very center of this effort, the program leadership elected to equip the fleet with the latest EC-145 aircraft with full Single Pilot IFR capability to include dual three axis autopilots and dual Garmin 430/530 Garmin GPS units. This enables pilots to spend the maximum time and attention to safely fly the aircraft after entering inadvertent instrument conditions. This particularly dangerous environment has proven lethal in frequent years for many programs and should be the main emphasis in raising the bar for safe day and night all-weather operations.

Pilots are required to practice inadvertent IMC recovery procedures on a regular basis. To that end the entire crew receives specialized training that requires the immediate attention of all crew members when a pilot announces that inadvertent instrument conditions have been encountered. Crew members are provided with a short, to-the-point checklist to assist the pilot in getting the aircraft established in an appropriate climb and airspeed profile. Once all conditions are normal and under control for this emergency, crews are ready to assist the pilot with charts, approach plates and the data contained therein as necessary. Additionally, pilots are required to attend an annual simulator



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session that includes scenario based training, instrument procedures including inadvertent IMC recovery and ILS approaches as well as selected Emergency Procedures that cannot be normally performed in an aircraft.

One of the major hazards to low level flight operations in the Central Texas plains is man-made obstacles such as cell-phone and other communications towers. To mitigate this hazard, especially at night, the Directors advocated for and convinced the County Commissioners to purchase a very expensive (from both an equipment and installation standpoint) Honeywell Mk-XXI Enhanced Ground Proximity Warning system (otherwise known as Helicopter Terrain Awareness and Warning System - HTAWS) for each aircraft. This system alerts crews of upcoming obstacles or rising terrain thereby allowing the crew to be proactive in the avoidance of these dangerous hazards. Additionally, the aircraft are equipped with a moving map that precisely locates known obstacles as a second method for crews to locate and avoid these hazards.

In 2006, the program made a major move away from the old method of night flight using a very large Night Sun device and unaided operations to the latest in Night Vision Device; the Anvis-9 Night Vision Goggle. Furthermore, each of the standard complement of three personnel in the aircraft is equipped with this device and is required to use them during all night operations. To assist during those missions that commence in daylight operations and transition into night ops, the program has installed specialized carrying systems (Molle) which are incorporated into the seatbacks so that crews can carry their NVG's with them and be ready for night operations. Furthermore, policy has been implemented to ensure that all helmets are readied for NVG use three hours prior to sunset. In this manner, crews can quickly don the NVG device and operate more safely at night rather than continuing with unaided operations.

Frequently the emphasis on performing a safe operation is on equipment installed on the aircraft such as the aforementioned HTAWS. We believe that there is an element that needs to be examined in a different way so that further improvements can be made. This is the human element. How can we make the pilot and crew a better and safer element in the safety and operational arena? To that end we have installed the Outerlink Voice and Video Recording system in the aircraft. This system incorporates cameras and a voice recording system to monitor cockpit and cabin activities from before the aircraft ever lifts off of the ground to preparations for engine shutdown at the termination of a flight. Furthermore, we have implemented policy that requires a random selection of missions to review on a weekly basis. In this way we can view pilot action and crew interaction to assess procedure and Crew Resource Management (CRM). The end goal is to identify areas that need attention and make corrections where necessary. Obviously, this is an excellent reconstruction tool when and where necessary. As well, we are researching to identify a means of capturing critical aircraft system flight data for the same reasons.



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

With respect to personal equipment, Program directors and managers are constantly searching for and evaluating new personal survival and flight equipment for the crews. We have recently provided flight vests that have incorporated flotation collars and require crews to use them regardless of

mission type. In this manner, crews always have the best and most appropriate flight gear so that when crews are diverted from one mission type to another, they are always fully prepared.

With respect to maintenance activities the program has worked diligently to maintain the aircraft at peak performance. Inlet Barrier Sandfilters were installed on each engine to curb the tide of long term engine compressor and stator erosion thereby keeping engine performance at optimum performance for a longer period of time over the life of the engine.

The main culprit in unwanted wear and tear on an airframe and its components is vibration. Our maintenance personnel strive to keep vibrations at the lowest possible levels. To that end the program has been evaluating the latest in track and balance equipment. As technology in this arena advances, program directors are always on the search for better equipment, both from a low vibration standpoint but also in the number of engine and rotor engagements required to arrive at the best solution.

For hoist maintenance, the program has invested in an invaluable maintenance tool where maintenance technicians are able to check the entire length of the cable both visually and more importantly, electromagnetically. This tool records the baseline signature of a new cable and stores the information as a computer file. Each progressive signature that is recorded as the cable is checked throughout its service life can be compared to not only the original signature but every signature recorded since installation. In this manner, trends can be noted and the cable retired at the first sign of significant deterioration or the single-use point of damage incurred. Policy dictates that cables are checked each time there has been a "Live-Load" on the cable or whenever crews report anomalies or cable contact with any foreign object such as a tree or an aircraft skid.

How can these innovations, policies or practices be implemented or adopted by other operators or programs and how can this improve safety in other organizations or in the industry as a whole?

Clearly, the type of operation will dictate which equipment or policy is needed. A basic EMS operator has no need for hoist cable analysis equipment.

Starting at the basic premise that an operator will be landing in unprepared LZ's, all should be operating with NVG's and a policy dictating when and how the devices shall be used. The safety factor rises significantly when the pilot and crew can see where they are going, the weather they are encountering and, more importantly, see and avoid obstacles when approaching and departing from hazardous landing zones. As well, the FAA has recognized the importance of a well designed and implemented NVG program and has made provisions for slightly lower night weather minimums for those operators who utilize NVG's and those who employ HTAWS.



Travis County
STAR Flight



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Austin, TX 78724
www.starflightrescue.org

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Administration (512) 854-6464
Fax (512) 854-6466

Programs should endeavor to examine every phase of their operation from equipment installation and the associated policies guiding their crews to training and all pre-flight, in-flight and post-flight

activities. Equipment installation and their associated guiding policies along with a well thought-out training program can only raise safety and safety awareness for all programs and their crews.

How will be \$10,000.00 be used to promote safety?

Uses include:

1. Continued annual simulator scenario-based, Instrument and Emergency Procedure training for pilots.
2. To improve our water survival training by sending flight personnel to a formal water egress training program in Lafayette, Louisiana.
3. The purchase of the Aqua Lung Survival Egress Air (SEA) device for all crew members. This will replace the large and unwieldy HEEDS device currently in use.
4. To develop/purchase a web-based on-line education program to provide initial and on-going helicopter orientation and safety education to both hospital and first responder personnel.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Lolly Jones, Purchasing, 854-4204

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve modification no. 12 to contract no. 02T00005OJ ,
UnitedHealthcare Insurance Company for Early Retiree Reinsurance
Program Data Release and Services Agreement to the Administrative
Services Agreement. _____.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. The contract provides the group health benefit plans to Travis County employees, retirees and their dependents. The Commissioners Court approved the contract for the Group Health Benefits on September 25, 2001.

The modification will amend the Administrative Services Agreement between United Healthcare and the County to incorporate the agreement entitled "Early Retiree Reinsurance Program Data Release and Service Agreement for Self-Fund Plans". The Patient Protection and Affordable Care Act provides for reimbursement for certain expenses related to "early retirees". To accommodate access to this reimbursement, the final rule requires Plan Sponsors and Third Party Administrators to enter into agreements that authorize the third party administrator to share the medical information necessary to review claims of early retirees for reimbursement with the United States Department of Health and Human Services and its agents and subcontractors. On May 22, 2010, the Commissioners Court authorized and approved the Risk & Benefit Manager to apply for the new early retiree 80% reinsurance subsidy described in the Healthcare Reform Act.

Modification No. 11 was previously issued to extend the contract for twelve months, through September 30, 2011. It was approved by the Commissioners Court on September 28, 2010.

Modification No. 10 was previously issued to extend the contract for twelve

months, through September 30, 2010. It was approved by the Commissioners Court on September 22, 2009.

Modification No. 9 was previously issued to extend the contract for twelve months, through September 30, 2009. It was approved by the Commissioners Court on September 30, 2008.

Modification No. 8 was previously issued to extend the contract for twelve months, through September 30, 2008. It was approved by the Commissioners Court on September 25, 2007.

Modification No. 7 was previously issued to extend the contract for twelve months, through September 30, 2007. It was approved by the Commissioners Court on September 12, 2006.

Modification No. 6 was previously issued to extend the contract for twelve months, through September 30, 2006. It was approved by the Commissioners Court on September 20, 2005.

Modification No. 5 was previously issued to amend the Administrative Services Agreement. It was approved by the Commissioners Court on April 19, 2005.

Modification No. 4 was previously issued to exercise the third option period to extend the contract for twelve months, through September 30, 2005. It was approved by the Commissioners Court on September 28, 2004.

Modification No. 3 was previously issued to exercise the second option period to extend the contract for twelve months, through September 30, 2004. It was approved by the Commissioners Court on September 23, 2003.

Modification No. 2 was previously issued to amend the Administrative Services Agreement to incorporate the Protected Health Information as defined under the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA). It was approved by the Commissioners Court on May 20, 2003.

Modification No. 1 was previously issued to exercise the first option period

to extend the contract for twelve months, through September 30, 2003. It was approved by the Commissioners Court on September 24, 2002.

Contract Expenditures: Within the last 12 months \$5,076,694.21 has been spent against this contract.

Contract Modification Information:

Modification Amount: \$13,000.00

Modification Type:

Modification Period: effective June 1, 2010

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding Information: 526-1145-522-4708

Purchase Requisition in H.T.E.: 512081

Funding Account(s):

Comments:

Statutory Verification of Funding:

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	12/06/2010 1:51 PM
Purchasing	Cyd Grimes	Completed	12/06/2010 3:55 PM
Purchasing	Juan Gonzalez	Completed	12/07/2010 9:11 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: #02T000050J, Administrative Services**PAGE 1 OF 7 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: June 21, 2010
ISSUED TO: UnitedHealthcare Insurance Company Attn: Cynthia Monarca 185 Asylum Street Hartford, CT 06103-3408	MODIFICATION NO.: 12	EXECUTED DATE OF ORIGINAL CONTRACT: SEPTEMBER 11, 2001
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-October 1-2002</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2010-October 1-2011</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ N/A Current Modified Amount \$ N/A.

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

This amendment number twelve to the Administrative Services Agreement is made by the following parties: UnitedHealthcare Insurance Company, a Texas corporation (“Our “,” “Us”, and “We” in this Amendment) and Travis County, Texas (“You” or “Your” in this Amendment”).

RECITALS

You and we entered into a contract for administrative services for group employee benefits, such as self funded health coverage for county employees, retirees, and their dependents that began October 1, 2001.

Section 14.5 Amendment of the Administrative Services Agreement allows us and you to amend this agreement in writing signed by both of us.

The Patient Protection and Affordable Care Act provides for reimbursement for certain expenses related to “early retirees.” To accommodate access to this reimbursement the final rule requires Plan Sponsors and Third Party Administrators to enter into agreements that authorize the Third Party Administrator to share the medical information necessary to review claims of early retirees for reimbursement with the United States Department of Health and Human Services and its agents and subcontractors. Attached for that purpose is an amendment to the Administrative Services Agreement in the form of an agreement entitled Early Retiree Reinsurance Program Data Release and Services Agreement for Self funded Plans.

AGREEMENT TO AMEND CONTRACT

You and we agree to amend the Administrative Services Agreement as stated in the attached 6 pages:

- The agreement entitled “Early Retiree Reinsurance Program Data Release and Services Agreement for Self funded Plans” in the form attached to this document as pages 3-7 is incorporated into the Administrative Services Agreement.

Note to Vendor:

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

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

UnitedHealthcare Insurance Company BY: _____ SIGNATURE PRINT NAME: Trent Bruce TITLE: Policy RVP of Sales and Account Management, ITS DULY AUTHORIZED AGENT	• DBA • CORPORATION • OTHER
	DATE: _____
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

**CONTRACT: #02T000050J Administrative Services
MODIFICATION NO. 12**

PAGE 2 OF 7 PAGES

2.0 INCORPORATION OF CONTRACT

2.1 You and we hereby incorporate this amendment into the Administrative Services Agreement as amended by Modifications One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve. You and we hereby ratify all of the terms and conditions of the Agreement as amended.

3.0 EFFECTIVE DATE

3.1 The changes stated in this amendment are effective June 1, 2010.

**CONTRACT: #02T000050J Administrative Services
MODIFICATION NO. 12**

PAGE 3 OF 7 PAGES

**EARLY RETIREE REINSURANCE PROGRAM DATA RELEASE
AND SERVICE AGREEMENT FOR SELF-FUNDED PLANS**

This Agreement (the "Agreement") is made effective this 29th day of June, 2010, by and between Travis County (the "Plan Sponsor"), the Travis County Health Benefit Fund Program (the "Plan"), and UnitedHealthcare Insurance Company (the "Claims Administrator"). The Plan Sponsor, the Plan and the Claims Administrator hereinafter may be individually referred to as a "party" or collectively as "the parties."

WHEREAS, the Plan Sponsor has established the Plan as a self-funded employee welfare benefit plan under the Employee Retirement Income Security Act of 1974, as amended, for the benefit of its eligible employees, retirees and their covered eligible dependents; and

WHEREAS, the Claims Administrator has been retained by the Plan to provide services for the Plan, including but not limited to claims determinations under an Administrative Services Agreement between the Plan and the Claims Administrator; and

WHEREAS, the Patient Protection and Affordable Care Act ("the Act") establishes an Early Retiree Reinsurance Program ("the Program") which provides for the Department of Health and Human Services ("HHS") to reimburse plan sponsors of early retiree programs for certain claims incurred by early retirees and their dependents ("the Reimbursements"); and

WHEREAS, the Plan provides early retiree benefits as defined in the Act; and

WHEREAS, the Plan Sponsor intends to participate in the Program; and

WHEREAS, the Plan Sponsor must provide to the Secretary of HHS ("the Secretary") or his or her designee certain information as defined under 45 C.F.R. §§149.320-149.335 in order to qualify for and receive the Reimbursements; and

WHEREAS, the Plan is a "covered entity" as that term is defined under 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") that governs the use of Protected Health Information as that term is defined under 45 C.F.R. §160.103 ("PHI"); and

WHEREAS, the Plan data required by HHS in order for the Plan Sponsor to obtain the Reimbursements may constitute PHI and, inasmuch as the Plan Sponsor under HIPAA may not have direct access to such data, 45 C.F.R. §149.35(2) requires that the Plan Sponsor and the Plan enter into an agreement whereby the Plan Sponsor requests that the Plan submit this required information directly to HHS on the Plan Sponsor's behalf or to the Plan Sponsor if the Plan Sponsor complies with HIPAA protections described below; and

WHEREAS, the Plan Sponsor may direct Claims Administrator to submit certain data directly to the Plan Sponsor relative to the Reimbursements; and

**CONTRACT: #02T000050J Administrative Services
MODIFICATION NO. 12**

PAGE 4 OF 7 PAGES

WHEREAS, in order for Claims Administrator to send the information to the Plan Sponsor, the Plan and Plan Sponsor have certified to Claims Administrator that the Plan and the Plan Sponsor have established appropriate separation of their respective identities consistent with 45 C.F.R. § 164.504(f)(1)-(2) and that the Plan Sponsor agrees to use the information consistent with those provisions; and

WHEREAS, Plan Sponsor has engaged Claims Administrator for the specific services set forth in Exhibit A, attached hereto, and has agreed to pay Claims Administrator or its designated affiliate for the services as indicated in that Exhibit;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein contained, the Plan Sponsor, the Plan and the Claims Administrator agree as follows:

1. Obligations and Activities of the Plan:

The Plan agrees:

- (a) To provide directly to the Plan Sponsor or its designee whatever Plan data and information the Plan has in its possession that HHS may require in order for the Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements.
- (b) To make arrangements with any business associate, as that term is defined under 45 C.F.R. §160.103, to send directly to the Plan Sponsor any such required information that the business associate may have in its possession and which may be required in order for the Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements.
- (c) To acknowledge, in any information provided to HHS in order for Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements, that the information is being provided for the purpose of the Plan Sponsor obtaining Federal funds in accordance with 42 C.F.R. §423.884(c)(3).
- (d) To maintain and make available for HHS audit the records specified by 45 C.F.R. §149.350 for a period of six years after the close of the plan year in which the costs were incurred that qualify for the Reimbursements.

2. Obligations and Activities of the Claims Administrator:

The Claims Administrator agrees:

- (a) To perform the services set forth in Exhibit A.
- (b) To maintain existing fraud, waste and abuse programs on behalf of the Plan that Claims Administrator believes are consistent with requirements of the Program.
- (c) To acknowledge, in any information provided to HHS in order for Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements, that the information is being provided for the purpose of the Plan Sponsor obtaining Federal funds in accordance with 42 C.F.R. §423.884(c)(3).

**CONTRACT: #02T000050J Administrative Services
MODIFICATION NO. 12**

PAGE 5 OF 7 PAGES

- (d) To maintain and make available for HHS audit the records specified by 45 CFR § 149.350 for a period of six years after the close of the plan year in which the costs were incurred that qualify for the Reimbursements.

3. Obligations of the Plan Sponsor:

The Plan Sponsor shall cooperate with the Plan in the performance of the Plan's and Claims Administrator's obligations set forth in Sections 1 and 2 above. In accordance with such cooperation the Plan Sponsor shall:

- (a) Pay any applicable service fee indicated in Schedule A to Claims Administrator or its designated affiliate for the Services elected by the Plan Sponsor.
- (b) Notify the Plan of any and all information requested by HHS in order for the Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements.
- (c) Acknowledge, in any information provided to HHS in order for Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements, that the information is being provided for the purpose of the Plan Sponsor obtaining Federal funds in accordance with 42 C.F.R. §423.884(c)(3).

4. Miscellaneous:

- (a) This Agreement may not be modified or amended, except in writing as agreed to by each of the parties hereto. However, the parties hereto agree to negotiate in good faith and to take such action as is necessary or required to amend this Agreement, from time to time, to reflect, and to permit the Plan Sponsor to become eligible for the Reimbursements and subsequently maintain eligibility for the Reimbursements.
- (b) Any ambiguity in this Agreement shall be resolved in favor of a meaning that the Plan Sponsor may become eligible for the Reimbursements and subsequently maintain eligibility for the Reimbursements.
- (c) If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.
- (d) The provisions of this Agreement are intended to benefit only the Plan Sponsor, its respective successors and assigns. There are no other third party beneficiaries.
- (e) The titles and headings in this Agreement are for convenience and reference only and shall not limit or affect in any manner or any provision contained herein.
- (f) To the extent that State law shall not have been preempted by the provisions of HIPAA or any other laws of the United States heretofore or hereafter enacted, as the same may be amended from time to time, this Agreement shall be construed, administered and enforced according to the laws of the State of Texas.

**CONTRACT: #02T000050J Administrative Services
MODIFICATION NO. 12**

PAGE 6 OF 7 PAGES

- (g) This Agreement contains the entire understanding of the parties hereto with regard to matters of compliance with citation 45 C.F.R. § 149.1 et seq. and supersedes all other agreements and understandings, written and oral, relating to such matters.
- (i) This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

**PLAN SPONSOR:
TRAVIS COUNTY**

[Samuel T. Biscoe, County Judge

Date

**PLAN:
TRAVIS COUNTY HEALTH BENEFIT FUND
PROGRAM**

Samuel T. Biscoe, County Judge

Date

UNITEDHEALTHCARE INSURANCE COMPANY

[NAME] [TITLE]

Date

**CONTRACT: #02T000050J Administrative Services
MODIFICATION NO. 12**

PAGE 7 OF 7 PAGES

EXHIBIT A SERVICES AND FEES

SERVICES

Claims Administrator will perform the following specific services on behalf of Plan Sponsor:

Application Support: Claims Administrator will assist Plan Sponsors as requested to complete ERRP applications, including guidance on information required to apply and phone-based assistance to complete applications. Note that the Plan Sponsor is ultimately responsible for filing the applications, and neither Claims Administrator nor any of its Affiliates will sign the ERRP application

Data Extraction: Claims Administrator will provide data extraction and management to provide ongoing data sharing with HHS at required time intervals, through all required transmission methods (e.g. mainframe to mainframe)

Data Aggregation: Claims Administrator will provide data aggregation as required for external (non-UnitedHealth Group) platforms to support ongoing data sharing with HHS required for Plan Sponsors to claim their share of the subsidy (Specified data format available upon request)

Summary Cost Reporting: Claims Administrator will provide summary cost reporting for Plan Sponsors to claim ERRP reimbursements directly to HHS, or to another recipient as specified by the Plan Sponsor

SERVICE FEES

Calendar year 2010 and 2011 pricing for Travis County optional, fee-based service will be as follows, subject to final HHS regulations governing the allowable frequency of cost reporting:

Cost per application to HHS – **Monthly reporting:** \$13,000

Cost per application to HHS – **Quarterly reporting:** \$6,500

Cost per application to HHS – **Annual reporting:** \$4,000

This pricing assumes that the Claim Administrator will access the UNET data sources from which to extract and aggregate data for cost reporting purposes. An additional Non-Disclosure Agreement may be required to access 3rd party data.

Services under this Agreement are provided on a calendar year basis, not on a plan year basis. The Claims Administrator also reserves the right to modify fees, with consent of the Plan Sponsor which shall not be unreasonably withheld, in the event that additional regulatory guidance requires additional services or material changes to existing services.



Human Resources Management Department

1010 Lavaca #200

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9626 / FAX(512) 854-3128

December 3, 2010

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Diane Blankenship, HRMD Director
Dan Mansour, Risk and Benefit Manager
Cindy Purinton, Benefit Administrator

Re: Modification of FY11 Administrative Services Agreement with UHC

During the voting session of May 11, 2010 the Commissioners Court authorized the Risk and Benefit Manager to apply for the new Early Retiree Reinsurance Program (ERRP). This special 2 year program is part of the new Healthcare Act. As part of that application process specialized reports from UHC were required. There is a fee for these reports of \$12,000 as programming was required. It was determined that the most expedient method to contract for these reports was to modify the UHC Administrative Services Agreement. This agreement had already been approved for the next plan year as part of the renewal process, so we are now asking for approval of this modification.

The projected subsidy for Travis County Benefit Plan is between \$250,000 and \$500,000 for each of the two years of this limited program.

RECEIVED
TRAVIS COUNTY
2010 DEC -6 AM 9:21
PURCHASING
OFFICE



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Ron Dube, Purchasing, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Pursuant to section 263.151 of the Texas Local Government Code, declare list of equipment as surplus property and sell at public auction.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

The court will note that the listed assets were purchased with grant funds from the Automobile Burglary and Theft Prevention Task Force. Travis County Sheriff's Office is requesting the proceeds from the sale of assets be placed into the Sheriff's Combined Auto Theft Task Force account.

Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding information: n/a

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	12/06/2010 1:52 PM
Purchasing	Cyd Grimes	Pending	12/07/2010 8:41 AM
Purchasing	Juan Gonzalez	Pending	
County Judge's Office	Cheryl Aker	Pending	12/06/2010 1:35 PM
Commissioners Court	Cheryl Aker	Pending	

Ron Dube - Surplus Equipment Purchased by Auto Task Force Grant

From: Travis Gatlin
To: Ron Dube
Date: 11/22/2010 2:35 PM
Subject: Surplus Equipment Purchased by Auto Task Force Grant
CC: Bonnie Floyd; DeDe Bell; Leroy Nellis; Rodney Rhoades

Ron,

I have no issues with the proceeds from selling surplus electronic equipment that was originally purchased by Auto Task Force grant funds going back to the program non grant account. It is my understanding that non of items have been purchased with General Fund resources. I spoke with Dede Bell in the Auditor's Office said she the department must have the grantor's approval in writing before we sell the surplus items purchased by the grant and use the proceeds for the program. All of this of course is contingent on the request following all applicable County policies and procedures.

Please let me know if you have any questions.

Travis
4-9065



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

November 15, 2010

To: Ron Dube

From: Tommy Wooley, Sergeant

Reference: Old Grant Computer Equipment

Per our conversation reference this old equipment. Attached you will find a list of equipment that I want to dispose off. Most of it is computer equipment. This equipment was purchased with grant funds from the Automobile Burglary and Theft Prevention Authority. These items were used by our task force. We no longer have a use for these items and was wanting to sale them and take the proceeds and place it back into our SCATTF Account. We have approval from the ABTPA to get rid of them. Please advise if you have any other questions.



BOARD OF DIRECTORS

September 7, 2010

Chief Carlos Garcia
Board Chair
Law Enforcement Representative
Brownsville Police Department
Brownsville, Texas

Steven C. McCraw
Ex Officio Member of the Board
Contact: Major Jesse Flores
Texas Department of Public Safety
Austin, Texas

Sgt. Mark Wilson
Law Enforcement Representative
Dallas County Sheriff's Office
Dallas, Texas

Linda Kinney
Consumer Representative
Dripping Springs, Texas

Ken Ross
Insurance Representative
State Farm Insurance
Houston, Texas

Richard Watson
Insurance Representative
State Farm Insurance
Austin, Texas

Jerry Wright
Consumer Representative
El Paso, Texas

Staff

Charles Caldwell
Director

Jan Gregg
Grant Administrator

Julia Bardnall
Public Affairs Coordinator

Jennifer Minor
Grant Assistant

Barbara Matthys
Administrative Assistant

Sergeant Tommy Wooley
Travis County
P.O. Box 1748
Austin, Texas 78767

Dear Sgt. Wooley,

In accordance with ABTPA administrative guidelines on property management standards on the disposition of equipment acquired with grant funds, the grantee shall use the equipment in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal/state funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal/state agency.

In response to the letter requesting the disposal of outdated and non-reparable computer equipment and various office machines, ABTPA is approving the disposal of the equipment listed. The equipment may be deleted from the Sheriffs' Combined Auto Theft Task Force of the Travis County Sheriffs' Office's property inventory. Please maintain copies on final disposition of equipment from the property inventory.

If you have any questions, please call (512) 374-5107.

Sincerely,

Jan Gregg
Jan Gregg
Grant Administrator

09/07/2010 16:07 512-374-5110

TXDOT ATPA

PAGE 02/03

SHERIFF'S COMBINED AUTO THEFT TASK FORCE

Headquarters:

Travis Co. Sheriff's Office
PO Box 1748
Austin, Tx. 78767

Travis County
Sheriff Greg Hamilton

Sgt. Tommy Wooley
(512) 854-9735

Mike Morton
Field Agent

Kenny Murchison
Field Agent

Mark Wester
Field Agent

Lori Driver
Public Awareness Coord.

Bastrop County
Sheriff Terry Pickering

Joel Wade
Field Agent
(512) 549-5063

Burnet County
Sheriff WT Smith

Tommy Holloway
Field Agent
(830) 493-6166

Colorado County
Sheriff R.H. Wied III

Jeremy Pardo
Field Agent
(979) 732-2388

Comal County
Sheriff Bob Holder

John Bailey
Field Agent
(830) 620-3400

Guadalupe County
Sheriff Arnold Zwicke

Bobby Bailey
Field Agent
(830) 379-1224

Hays County
Sheriff Tommy Rautiff

Rick Rutledge
Field Agent
(512) 393-7820

Wharton County
Sheriff Jess Howell

Mike Hines
Field Agent
(979) 532-1550

Brij, Blanco, Caldwell,
Fayette, Gonzales, Lee,
Llano, and Milam

To: Charles Caldwell
ABTPA Director

August 30, 2010

From: Tommy Wooley
Sergeant

Subject: Liquidation of Equipment

As we prepare to close out another fiscal year, there are pieces of equipment that are no longer in use or that are not working any longer that the Task Force has been using that the grant paid for. We are asking permission to dispose of said equipment. Listed below is the equipment in question:

CNTY TAG #	SERIAL #	EXP SVC CODE:	DESCRIPTION:
	C223551-001		Compaq Proline 5120s
112959	711T01	15299753041	Dell Optiplex GX 150
112957	3112T01	6592623697	Dell Optiplex GX 150
112958	8112T01	17476535377	Dell Optiplex GX 150
112955	4112T01	8769406033	Dell Optiplex GX 150
112956	9112T01	19653317713	Dell Optiplex GX 150
133267	3MQ9N61	7904722825	Dell Latitude D600 (Mother Board Fried)
123917	8N2JK61	18809252569	Dell Latitude D600
133265	HL09N61	38319209353	Dell Latitude D600
131255	Model# FX-060BVP		Olofax 5650 (Broken Drum-Costs more to replace the drum than the fax machine cost)
	XC60100307		Goldstar TV / VCR Combo
	HAH002D009130		UMAX Astro 2200 Scanner
			Two (2) Polaroid Cameras
			Xanirex Inverter 400 (Fried)
			Eight (8) Kenken Streamlight Flashlights w/chargers
	2J500103, 2J200113, 2J200102		Three (3) Broken Yaesu Radios w/chargers
			Two (2) Samsung VCR's
98ATG03	SSG7BL1K159		HP Deskjet 890 Printer
	4G13DY91M1DT		Compaq Pocket PC
	10HA12L07JRC		Mark-N-Gard Palm Pilot (Does not work)
87191	869FYC2677		Motorola Radius M1225 Radio w/Cir antenna
	64440		Bushnell 10 x 50 Binoculars
	X81667		Bushnell Falcon 10 x 30 Binoculars w/mag
	CN3AW040BV		HP Photosmart 733 digital camera
	CN3AW010CG		HP Photosmart 733 digital camera
	CN3AW040Co		HP Photosmart 733 digital camera
	CN3AW0406H		HP Photosmart 733 digital camera
150202	MYOM9133476035CNBZ6T		Dell Monitor
150204	MYOM9133476035CNBZ6U		Dell Monitor
150203	MYOM9133476035CNBZ8T		Dell Monitor
150205	MYOM9133476035CNBZ8A7		Dell Monitor
147933	H5YYQB1		Dell Optiplex GX 620
147797	7CGCT91		Dell Optiplex GX 620
147932	F5YYQB1		Dell Optiplex GX 620

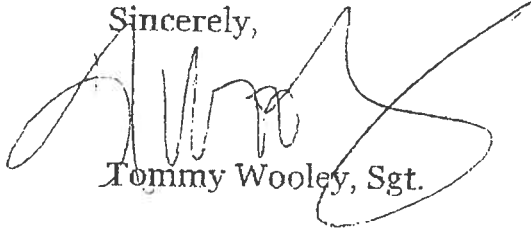
09/07/2010 16:07 512-374-5110

TXDOT ATPA

PAGE 03/03

CNTY TAG#	SERIAL #	EXP SVC CODE:	DESCRIPTION:
			Four (4) Dell Keyboards

Sincerely,



Tommy Wooley, Sgt.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Ron Dube, Purchasing, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Pursuant to Section 263.152 of the Texas Local Government Code, declare 320 vests as salvage property and authorize disposal through Fiber Brokers International.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

The Court should note that Sheriff would like to declare 320 expired body armor vests as salvage and authorize disposal through Fiber Brokers International.

Fiber Brokers International will pick up and shred expired vests. There will be no cost to Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding information: n/a

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	12/06/2010 1:54 PM
Purchasing	Cyd Grimes	Completed	12/06/2010 3:58 PM
Purchasing	Juan Gonzalez	Completed	12/07/2010 8:32 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



JAMES N. SYLVESTER
Chief Deputy


GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

October 19, 2010

To: The Travis County Commissioner's Court
From: Sheriff Greg Hamilton 
Subject: Expired Body Armor Vests

The Travis County Sheriff's Office has been working with Travis County Purchasing to dispose of expired body armor vests. The expired vests have been collecting for years at the County warehouse because there has not been a suitable disposal method available to the County.

Because of the nature, purpose and components of body armor they must be disposed in a manner to prevent illicit use and in an environmental way.

Dan Rollie, the County warehouse manager, was contacted by Fiber Brokers International that is interested in receiving our expired vests. Purchasing and TCSO have reviewed Fiber Brokers International processes and checked with some other agencies that have used their services. We are satisfied with their company and their procedures. The expired body armor vests are rendered unusable for ballistic protection applications and the materials are processed in an aramid recycling facility and returned to the market in non-ballistic related post consumer products such as gloves, brake pads, boat ropes, tire treads, etc.

Fiber Brokers has also agreed to cover the cost for shipping the expired body armor vests so there will be no cost to the County.

We ask the Commissioner's to declare the expired body armor vests as surplus property and approve the disposal through Fiber Brokers International.

Cc. Ron Dude, Purchasing
Dan Rollie, Purchasing
Gary Cotter, TCSO

10501 Hwy 5
Brent, AL 35034

FIBER BROKERS INTERNATIONAL, LLC

Phone: 954-561-8084
Fax: 205-316-0001

November 15, 2010

Mr. Ron Dube
Travis County Commissioners Court
P.O. Box 1748
314 W. 11th Street Room 400
Austin, TX 78767

Dear Mr. Dube:

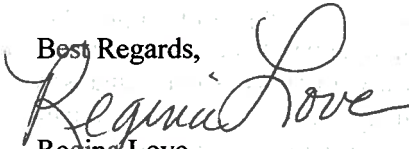
Fiber Brokers International is a company, based out of Brent, Alabama that specializes in the secure destruction and recycling of ballistic bulletproof vests. As a service provider to police departments and military agencies throughout North America for more than 6 years, we strive to provide peace of mind to officers and military personnel alike that when the vest is taken out of service, it will not end up in the hands of criminals.

Our process ensures the proper disposal of bulletproof vests by first tracking the vest serial numbers for each panel that we receive from a department. Once the tracking process is complete, we dismantle the vest panel and separate the various components of the vest to allow for processing to recycle. Once the material has been sorted by type, we cut the vest panel pieces into smaller pieces to ensure that the material is not viable as a vest panel any longer. Once that process has been completed, we bale the various types of material to be shipped to our recycling partner to recycle into various other post consumer, non-ballistic products such boat ropes, tire treads, and brake pads.

This material is extremely harmful to the environment if left in landfills, as the material does not decompose. As a result, Fiber Brokers attempts to provide this destruction and recycling service to as many police departments and military installments throughout the world. We pride ourselves on our commitment to the security of our facility to ensure that none of the vest material is handled or utilized inappropriately, and then turn this environmentally harmful product into a useful alternative.

The positive attribute to our service is that it is at no cost to the department. We do ask that if a department is able to provide shipping, that they do so. However, in situations where departments are not able to pay for shipping, Fiber Brokers works with those departments on a case-by-case basis to transport the material to our facility. It is my hope that this information helps to articulate our objective and our strong commitment to providing a secure and environmentally friendly method of vest disposal for law enforcement agencies. Should you have any questions, I would welcome an opportunity to discuss any part of our process in greater detail.

Best Regards,


Regina Love
Special Projects Manager
Fiber Brokers International

AGENDA REQUEST

- I. Please consider the following item for: Voting Session 12/14/10
- A. Request made by: COUNTY ATTORNEY (BW) Phone No. 854-9567
- B. Requested Text: APPROVE ORDER AMENDING THE ANNUALLY DETERMINED CONTRIBUTION RATE PLAN SELECTIONS TO INCREASE BENEFITS OF RETIREES UNDER TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
- C. Approved by: _____
Signature of Commissioner or Judge
- 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 & Eight copies).
- B. Have the agencies affected by this request been invited to attend the Work Session? YES X NO

<u>Rodney Rhoades, Executive Manager PBO</u>	<u>854-9465</u>
<u>Charles Vaughn, Assistant County Auditor</u>	<u>854-9125</u>
<u>Diane Blankenship, Director, HRMD</u>	<u>854-9165</u>
<u>Barbara Wilson, Assistant County Attorney</u>	<u>854-9415</u>

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- _____ Additional funding for your department
- _____ Transfer of funds within your department budget
- _____ A change in your department's personnel

The County Personnel (473-9165) and/or Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting. 174.557.1

DAVID A. ESCAMILLA
COUNTY ATTORNEY

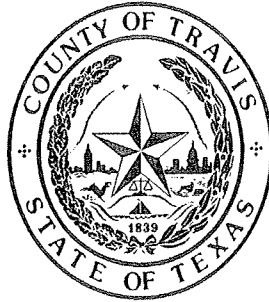
STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

December 3, 2010

Travis County
Commissioners Court
P. O. Box 1478
Austin, Texas 78767

Re: Order Amending Current Variable Rate Plan at Texas County and District
Retirement System (TCDRS)

Dear Judge and Commissioners:

During the recent budget process, the Commissioners Court approved an increase in the annuity payable to the retirees to begin January 1, 2011. To implement this increase TCDRS requires an order from Travis County directing TCDRS to implement this increase. Attached is an order that is consistent with the increase approved during the budget process.

Sincerely,

Barbara Wilson
Assistant County Attorney

Travis County, #326
Authorization to maintain TCDRS plan provisions
Plan year 2011

With respect to the participation of Travis County in the Texas County & District Retirement System (TCDRS) for the 2011 plan year, the following order was adopted:

1. Travis County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Travis County **(check one box)**:
 - ☐ does not adopt a cost-of-living adjustment (COLA).
 - ☐ adopts a ____% CPI-based COLA.
 - ☒ adopts a 2% flat-rate COLA.
- * 3. The required employer contribution rate for Plan Year 2011 will be the following:
 - (a) Required rate without COLA: 11.52%
 - (b) COLA rate: + 0.177 (enter 0 if not adopting a COLA)
 - (c) **Total required rate** (a + b): = 11.697%
- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Travis County adopts for Plan Year 2011 **(check one box)**:
 - ☐ the **total required rate** listed above.
 - ☐ add a new elected rate of _____%.
5. In the event the 2011 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Travis County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Travis County in TCDRS for Plan Year 2011 truly and accurately reflects the official action taken during a properly posted and noticed meeting on December 14, 2010, by the Commissioners Court of Travis County as such action is recorded in the official minutes.

 County Judge of Travis County

Dated: December 14, 2010

* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

26

Cheryl Aker - Fwd: TCDRS Item

From: Sam Biscoe
To: Cheryl Aker
Date: 12/8/2010 2:47 PM
Subject: Fwd: TCDRS Item

Please add this as backup.

>>> Rodney Rhoades 12/8/2010 2:45 PM >>>
Judge,

I just took a look at the backup for the TCDRS item. We currently contribute 11.52%. With the Court approved 2% retiree increase, our rate will go up to 11.69%. We knew of this increase as a part of the budget process. This will just make it official.

I hope this helps.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session
 Prepared By: Rodney Brown, Information and Telecommunication Systems,
 Elected/Appointed Official/Dept. Head: Joe Harlow, CIO
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Review and take appropriate action regarding the Travis County Intergrated Justice System (IJS) including the following:

- A. BRIEFING ON FUTURE OF IJS;
- B. RECOMMENDATION FROM JUSTICES OF PEACE REGARDING CONFERENCE OF URBAN COUNTIES TECHSHARE RESOURCE SHARING PROGRAM; AND
- C. OTHER ISSUES RELATED THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On May 11, 2010, the Commissioners Court instructed ITS and the JPs to evaluate alternative systems regarding the JP FACTS Implementation. As a result of the courts direction, a subcommittee was formed to review CMS applications in Texas county's that are of similar size. Activities included site visits to Hayes, Tarrant and Collin counties to visit with our counterparts regarding their experiences with Tyler Technology's Odyssey Application. In addition to the site visits, we also had multiple vendor demonstrations and follow-up conferences calls. At this point, ITS is prepared to make recommendations as to how to proceed.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Unknown	Joe Harlow	Completed	12/08/2010 9:27 AM
Planning and Budget Office	Rodney Rhoades	Completed	12/08/2010 3:00 PM
County Judge's Office	Cheryl Aker	Completed	12/08/2010 4:45 PM

Agenda Item

Meeting of December 14, 2010

Commissioners Court

Cheryl Aker

Pending

ITS Recommendation

- ITS is in agreement that FACTS is not a good fit for the JPs
- ITS supports the JP Courts search for an alternative solution

Interim Recommendations

- CJS Enhancements - Partial Payment Disbursements
 - CJS Contractor, 8-12 wks, \$85K
 - Hamer Interface Modifications , TBD
- JP4 remains on FACTS
 - Consulting for JP4, 6 weeks, \$50K

Justice of the Peace Proposal

Fast Track Odyssey

Move forward with CUC/Tyler Baseline Solution without vendor response to requirements

- Tyler Implementation Plan, \$18K
- 18-24 months estimated implementation
- \$1.8M estimated cost – Hosted Solution
 - Monthly Reoccurring cost of \$18K (\$216K annually)
- \$2.3M estimated cost - Traditional System
 - Annual Maintenance of \$93K

Business Risks

- Requirements process not fully developed
 - Documented workflows, narratives and use cases
 - Requirements document not provided to vendor for evaluation
- Vendor does not have information to provide a written GAP/FIT analysis
 - Case Management
 - Financial Processing

ITS Recommendation - Odyssey for JP's

- Outside consulting for the construction of FULL functional requirements for JP's (~ 6 months)
 - Tyler Technology to respond to requirements with documented Gap Analysis
- 18-24 months estimated implementation
- \$1.8M estimated cost – Hosted Solution
 - Monthly Reoccurring cost of \$18K (\$216K annually)
- \$2.3M estimated cost - Traditional System
 - Annual Maintenance of \$93K

Next Step

Integrated Justice System

Develop budgetary considerations for FY12

- Continue to use outside consulting for the construction of FULL functional requirements for ALL Integrated Justice Systems
- Hire full time Project Director
- Consider staff augmentation for participating departments
- Develop RFP – ALL Integrated Justice Systems

JP4 Options:

- Stay on FACTS
- Convert back to CJS & Mapper
 - Convert all FACTS data
- Move back to CJS & Mapper
 - New cases in CJS/Mapper
 - Existing cases in FACTS

Stay on FACTS

- Implementation efforts
 - Identify/Implement FACTS mods and/or process changes
 - Bring in a FACTS expert to help find better ways of accomplishing tasks
 - Supplemental Training
- Minimal risks
- Costs
 - FACTS Consultant (estimate 7 weeks @ \$170/hr = \$48K)
 - Observe JP4 usage of FACTS
 - Recommend other ways to accomplish tasks
 - Recommend modifications
 - Potential enhancement costs for Tiburon development
- Pros
 - No internal development
 - System in place
 - Partial payment disbursement, avoid need of separate tracking
 - Eliminates need of Hamer System, single system to track financials
- Cons
 - Undesirable for JP4

Convert back to CJS/Mapper

- Implementation efforts
 - Data conversion from FACTS to CJS
 - Data conversion from FACTS to Mapper
 - Data conversion from FACTS to Hamer
 - Manual update of Excel spreadsheet to track partial payment disbursements
- Extremely high risk
 - Substantial Development on legacy system
 - Modern tools used in conversion efforts are not suitable with legacy systems that do not utilize relational databases. Tools must be developed to perform the conversion tasks.
 - Data conversion testing/verification required
 - Modern reporting tools cannot be used to assist in data validation. Validation will require JP hands-on review of data.
 - Limited resources available

- CJS/Mapper conversion specialist retires in February, replacement staff ramp up time required to understand CJS/Mapper data.
 - Not just a conversion, requires an intelligent merge of data
 - Old case data previously converted to FACTS remains in CJS/Mapper.
 - Details were not converted into FACTS, only balance forward.
- Costs
 - Need CJS development consultant (staff augmentation)
 - Estimate fulltime for 6 months (@ \$170/hr = \$164K)
 - Estimate halftime for 6 months (@ \$170/hr = \$82K)
 - Dedicated and experienced JP staff to test and validate during final 6 mths
 - Development required to convert into Hamer. Quotes needed from vendor.
- Pros
 - All JPs on one system
 - One less source to convert from when replacement CMS system implemented (elimination of FACTS data source)
 - JP staff familiar with CJS/Mapper – No training
- Cons
 - Extremely high risk
 - Interferes with other identified development efforts on CJS for other JPs
 - Development staff required to support the Unisys conversion development from FACTS.
 - Because of additional delays to move to a new case mgmt. system we must address partial payment disbursements in CJS. Development resources are required.
 - Based on timing for implementation of a replacement system, development staff may be required to begin development/planning necessary to convert to a replacement CMS system.

New cases in CJS/Mapper, old cases in FACTS

- Implementation efforts
 - None
- Minimal technical risks, Substantial operational/financial risks
- Costs
 - None
- Pros
 - All JPs on one system
 - JP staff familiar with CJS/Mapper
- Cons
 - Complicates conversion efforts to replacement CMS system
 - Old cases in CJS/Mapper
 - Recent cases in FACTS
 - Newer cases in CJS/Mapper
 - Impact on JP4 daily operations
 - Working with two systems

- New cases in CJS/Mapper
 - Other active cases in FACTS
 - Some cases with presumptive accounting, some without
- Determining which system to use for case updates
- Potential to update a case in wrong system
 - Originally opened in CJS/Mapper
 - Cases in e-Historical
 - Cases on Hamer
 - Updated in FACTS
 - Case in both systems
- Financial disbursements, FACTS will be reporting disbursements, CJS will be reporting disbursements, Tax Office (Hamer) will be reporting disbursements, Joe's spreadsheet reporting disbursements.
 - Multiple financial sources triggered the JP4 conversion issues.
This solution adds another financial source.
- Does not address JP4 dislike of FACTS, FACTS still required
- We are adding a level of complexity to a user group that is already having trouble with what they have.

During the post conversion activities of JP4 to FACTS operational and financial issues were uncovered with the converted data. Factors that contributed to the conversion issues were:

- Lack of a thorough review of the converted data during the pre-cutover activities. Issues should have been identified before cutover.
- Errors in the data conversion programs
 - Although the same conversion routines were used for the other courts that moved to FACTS, inconsistencies in JP4's usage of the CJS system triggered errors when the data was moved to FACTS. Pre-cutover review should have caught the errors.
- Lack of partial payment disbursement in the CJS system
 - The CJS system only disburses data when full payment is collected. To overcome the need to pay disbursements, accounting staff in the JP office maintains a spreadsheet and manually calculates and disburses the money.
 - When financials are transferred from CJS to the Tax office (Hamer system) for collections the Hamer system calculates the disbursements which should have been made. No reconciliation between the manual disbursements that had been performed and the Hamer disbursement calculations is performed. JP accounting activities and review of the case ends once transferred to the Tax office.
- Lack of data validation (syncing) between CJS and Hamer
 - Cases are turned over to the Tax office for collections. This process triggers a data transfer of financial data from CJS to Hamer. All future collections of payments are reflected in the Hamer system but are not updated in CJS. Additional fines/fees may be added to a case in Hamer and these additions are not reflected in CJS.

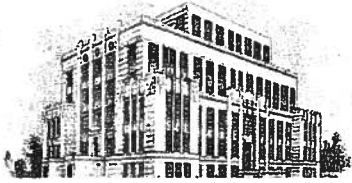
The conversion activities for FACTS required merging data from Hamer and FACTS. As reflected above, inconsistencies in the data from CJS and Hamer resulted in questionable data in the FACTS system. The implementation of FACTS was the first opportunity for JP staff to see all of the case data in a single presentation. This was the first discovery of the inconsistencies and data cleanup efforts are in progress for all JPs.

The movement of JP4 to FACTS has brought to light the need for process changes and some development activities. These activities include:

- The creation of reports to identify inconsistent data between CJS and Hamer so that manual actions can be taken to correct the inconsistent data.
 - These reports have been created and are being used in the data cleanup efforts that are underway.
- The need to make updates to CJS so that disbursements for partial payments are calculated eliminating the need for the manual disbursements of JP accounting staff and eliminating the need for the Hamer system to calculate and make assumptions on the

disbursements made at the time of the transfer of data to CJS. This development activity would be a preventive mechanism to lesson and potentially eliminate the need for manual corrections.

- This development has not taken place due to resource constraints and the need for staff augmentation.
- This development would also require changes to the Hamer system which would allow the Hamer system to accept financial data in the form of disbursements rather than a total dollar figure. Dollars would be required to fund the Hamer development.



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

DATE: December 9, 2010

TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent

FROM: Joe Harlow, Chief Information Officer

SUBJ: Recommendation for FACTS Consulting Services to Review JP4 Implementation

Proposed Motion:

Approve hiring an outside consultant to review and provide recommendations to improve JP4 processes and identify FACTS modifications that may improve the workflow at JP4.

Summary and Staff Analysis:

FACTS was moved into production at JP4 in November of 2010. Since the implementation of FACTS the staff at JP4 has struggled with workflow issues and the productivity of the front office clerks has suffered. FACTS has the ability to be configured to meet workflow requirements for the court. In addition, FACTS provides multiple methods of data entry to accomplish a single task. It is the recommendation of ITS to bring in an outside consultant that is an expert in the usage and configuration of FACTS to evaluate the usage of the system at JP4 and make recommendations for change.

During the design phase of the FACTS implementation in Travis County, Tiburon provided product experts to work with the various courts and configured the system to meet the counties identified requirements. Based on the workflow issues at JP4 the original configuration that was designed for JP4 needs to be reviewed. A product expert will be brought in to:

- Observe processes at JP4 and make recommendations for process changes
- Observe JP4's usage of FACTS and ensure that existing capabilities of the FACTS system are being taken advantage of
- Identify defects in the FACTS system that the JP staff may not be aware of and document those defects for submission to Tiburon.
- Identify strategic enhancements that could be made to FACTS that would simplify the user experience at JP4

Budgetary and Fiscal Impact:

We are estimating that these efforts will require a seven to eight week effort of an outside consultant at an estimated \$160/hour. Cost not to exceed \$49,000.

CC: Rod Brown, ITS; Janice Brown, ITS, Terri Montgomery, ITS; Nick Macik, ITS;

I. Introduction

In 2001 Travis County entered into a contract for the implementation of a Court Management System (FACTS) to be used by all Travis County courts. In November of 2009 JP4, the first of the five JP courts, was taken live on the FACTS system. The post cutover activities on FACTS have been problematic for JP4. The issues that have surfaced are:

- a. Data issues related to data conversion activities and
- b. Changes in process and workflow driven by FACTS application.

The purpose of this document is to define the activities and tasks required to address the workflow issues being experienced at JP4 and to improve the user experience for the JP users.

II. Description

Full Utilization of Existing FACTS Capabilities

The deliverable for this goal is to ensure that existing capabilities are properly and fully utilized by JP4. Gaps in utilization will be identified and documented. Recommendations for closure in gaps will be documented. The full range of functionality needs to be considered i.e., capabilities currently deployed (from release 7.0) and capabilities pending (from release 7.2). Included in the analysis would be TSR's delivered by the vendor (Tiburón) but not yet tested and/or implemented by Travis.

In addition, focus needs to be given to the following capabilities:

- **Use of custom menus.** FACTS menu structures can be imposing to the JP user, particularly since they may include a large number of options (functionality and tables) that are not relevant to daily JP activity. Many options could pertain to other court types or to hot check processing. Custom menu usage permits the JP courts to simplify choices, responding only to those options relevant to JP needs. Proper use of custom menus can simplify choices, save keystrokes and prohibit users from selecting the wrong functions to perform needed tasks.
- **Workflow Wizard.** This scenario based tool enables users to link functions (screens) within FACTS to accomplish tasks. Movement between screens is automatic, following the table driven model for the scenario. Advantages include reduced navigation demands between menu structures, ensuring that tasks for case creation and maintenance are properly completed (data integrity), and significantly reducing keystrokes.
- **Citation Mass Entry.** A recent enhancement to edit scanned citations and automatically perform FACTS table updates is pending implementation. This feature can significantly reduce data entry efforts for JP4.
- **Data Customization.** In some FACTS tables, the JP court can designate data elements that do not require entry. In the pertinent screens, the fields will be bypassed automatically, thereby saving keystrokes and possible entry errors.
- **Simplification and Alternate Approaches.** FACTS is a large repository of functional capabilities, depending in part on the end user to select the proper method to resolve a particular problem. To this end, the mystery needs to be unveiled such that the user is

knowledgeable and informed regarding proper choices for any given circumstance. The objective, then, is to put the user in the position of determining and utilizing the most appropriate method (currently available within FACTS) for applying to the issue at hand.

Defect Identification and Proposed Resolution

The deliverable for this goal is to identify current defects in the FACTS application as they pertain to JP4 usage of the system. This will be followed by a root cause analysis and documentation of the necessary resolution by the vendor (Tiburón). Included in the analysis would be the following areas of concern:

- **Field editing.** Required fields in screens require editing to ensure data integrity. This includes cross field edits which would invalidate follow-on processes. Editing should not cause system failures; rather, the user should be able to correct the problem and continue processing. Analysis is needed to ascertain required versus optional field entry and appropriate edits for each circumstance.
- **Missing Functionality.** The user should be able to correct a previous erroneous transaction. If the system does not provide a mechanism to make the correction at the source, this is missing functionality and needs to be recorded as a defect. In other words, methods should be tested regarding their capability to complete a necessary transaction. Workarounds must adhere to the same standards and ensure that regression errors are not created by partial updates to critical file information. Where deficiencies are discovered, appropriate documentation will be prepared for vendor (Tiburón) action. New functionality desired by Travis is not included in this category.
- **Downtime/System Failures.** Root cause analysis is required, documentation prepared, and appropriate safeguards provided by the vendor (Tiburón).

Strategic Enhancements to FACTS

The deliverable for this goal is to identify modifications to FACTS that will simplify the JP4 user experience, improve data integrity and reduce the need for error correction, and expand JP4 capability to handle the full suite of case resolution requirements in a single setting. In essence, the objective is to provide a "FACTS Lite" approach, tailored to JP needs but still supported within the framework of the overall FACTS system. To this end, functional design documentation will be prepared for action by the vendor (Tiburón). Included in this activity are the following considerations:

- **Requirements Documentation.** Each modification will be clearly specified with emphasis on requirements. Where user interaction is involved, a picture is worth a thousand words.
- **Prioritization of Changes.** Not all modifications are equal in their impact on workflow, data integrity, and the overall ability to satisfy requirements. A detailed listing of changes will be developed, documented, and sized in terms of level of effort. Most importantly, the modifications will be prioritized in such a manner that the greatest positive impact on the user experience and ability of FACTS to meet requirements are clearly identified.
- **Cost/Benefit of Changes.** A cost/benefit analysis of each recommended change will be prepared. This includes projected staff costs to test and implement as well as vendor costs to develop and deliver. Benefits will be recorded, including measureable items such as staff time savings. Also included will be those items more difficult to quantify (accuracy and reliability of information captured and processed). Used in conjunction

Statement of Work

with the prioritization described above, Travis will be able to make more strategic decisions given limited resources for enhancing affected tasks.

Statement of Work

APPROVAL

This document constitutes the final expression of the agreement of the signing parties. This document may not be altered, amended, or modified except by written instrument signed by the representatives of all parties.

Vendor Name

By: _____

Dated: _____

Travis County

By: _____

Dated: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Karen Barland, Justice of the Peace Precinct 3 Office, 854-7195

Elected/Appointed Official/Dept. Head: Susan K. Steeg, Judge JP3

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Travis County ITS, Travis County Attorney and Travis County Purchasing department shall review and make their recommendation for the adoption of the TechShare Resource Sharing Addendum Common Integrated Justice System (CIJS) Court Administration System by January 25, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Follow up from Work Session on December 2, 2010. See attachment from the Texas Conference of Urban Counties.

STAFF RECOMMENDATIONS:

The Justices of the Peace recommend that the Court approve that ITS and the purchasing department review and make their recommendation for the adoption of the TechShare Resource Sharing Addendum Common Integrated Justice System (CIJS) Court Administration System by January 25, 2011.

FISCAL IMPACT AND SOURCE OF FUNDING:

None at this time.

REQUIRED AUTHORIZATIONS:

Justice of the Peace Precinct 3 Office		Susan K. Steeg	Completed
	12/07/2010 4:28 PM		
Purchasing		Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



**TECHSHARE RESOURCE SHARING ADDENDUM
COMMON INTEGRATED JUSTICE SYSTEM (CIJS)
COURT ADMINISTRATION SYSTEM
October 1, 2010 - September 30, 2011**

**I.
PURPOSE**

This is an Addendum to the Interlocal Agreement for Participation in the Urban Counties Techshare Program ("ILA"), to which the undersigned County is a signatory. It is entered into by and between the County and the Texas Conference of Urban Counties ("Urban Counties"), all of whom may be collectively referred to as "Parties."

Through approval and execution of this Addendum and Attachments, and subject to all the terms and conditions of the CUC Master Agreement executed between Tyler Technologies ("CUC Master Agreement") and the Urban Counties on September 8, 2009, the County shall be granted a sublicense from the Urban Counties to acquire and implement the Court Administration System.

In the event any provision of this Addendum is in direct conflict or inconsistent with a provision of the ILA, the provision in this Addendum controls.

**II.
TERM AND TERMINATION**

This Addendum shall be in effect from the date it is approved by the County's Commissioners Court to September 30, 2011.

This Addendum may be terminated by the County by providing written notice of termination to the Urban Counties at least thirty (30) days in advance of the proposed termination date.

The Parties acknowledge and agree that in the event the County terminates this Addendum, the County shall not be entitled to reimbursement of Court Administration System sublicense fees and Enterprise Modification Fees previously paid by the County and shall not be eligible to participate on the Resource Oversight Board. Upon termination, if the County has paid in full the County's Court Administration System sublicense fee, the County shall have the right to continue to use the current version of the software in use on the date of termination. However, the County shall have no right to subsequent software updates and maintenance services. Upon termination, if the County has not paid in full the County's Court Administration System sublicense fee, the County shall not be entitled to use the Court Administration System.

III.

RESOURCE SHARING ADDENDUM ATTACHMENTS

The following Attachments set forth the terms and conditions whereby participating counties may acquire a sublicense from the Urban Counties for the Court Administration System. By approval and execution of this Addendum, Attachment B (Software License and Professional Services Agreement) Attachment C (Maintenance and Support Services Agreement), the County shall be granted a sublicense for the Court Administration System including implementation, installation, training, maintenance services and, Enterprise and Local Modifications.

The ILA, Addendum and the following Attachments constitute the entire agreement between the Parties and the entire agreement between the Urban Counties and Tyler Technologies.

A. Financial Plan

Attachment A is the Financial Plan that sets forth the costs to the County associated with sharing the CIJS Court Administration System through Fiscal Year 2012. The County, by approval and execution of this Addendum, shall be responsible for the payment of these costs to the Urban Counties pursuant to Section V of this Addendum. As additional counties join, the County's Financial Plan may be adjusted to reflect decreases in costs without further action of the County.

B. Software License and Professional Services Agreement

Attachment B is the Software License and Professional Services Agreement through which the County shall become a party to the CUC Master Agreement that has been executed by and between Tyler Technologies and the Urban Counties on behalf of counties participating in CIJS Phase IV and as such shall have all the rights and benefits of, and be subject to all obligations as set forth in the CUC Master Agreement.

The Parties acknowledge and agree that any and all rights to share the Court Administration System provided in this Addendum and the CUC Master Agreement shall not be effective until and unless the County executes the Software License and Professional Services Agreement.

C. Maintenance and Support Services Agreement

Attachment C is the Maintenance and Support Services Agreement. The County shall have no financial obligation for maintenance and support services costs until such time as the County has completed implementation of one or more of the Court Administration System elements.

The Parties acknowledge and agree that any and all rights to share the Court Administration System provided in this Addendum and the CUC Master Agreement shall not be effective until and unless the County executes the Maintenance and Support Services Agreement.

IV.

REIMBURSEMENT OF SHARED COSTS

The County shall be eligible for reimbursement of a portion of the County's Court Administration System sublicense fee from the Urban Counties after the License Fee specified in the CUC Master Agreement has been paid in full to Tyler Technologies by the Urban Counties. A portion of the Court Administration System sublicense fees collected by the Urban Counties from additional counties in excess of the License Fee paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County's share of the total amount of Court Administration System sublicense fees paid by all the participating counties.

The County shall be eligible for reimbursement of a portion of its payments for Enterprise Software Modifications as additional counties participate in sharing the Court Administration System. The County shall be eligible for reimbursement after Tyler Technologies has been paid in full for Enterprise Software Modifications. A portion of the Enterprise Software Modification fees collected by the Urban Counties from additional counties in excess of the Enterprise Software Modification fees paid to Tyler Technologies shall be remitted to the County as reimbursement. The reimbursement amount shall be in proportion to the County's share of the total amount of Enterprise Modification fees paid by all participating counties.

V.

PAYMENT OF SHARED COSTS

The County shall pay its portion of the resource costs as specified in the Financial Plan. The Urban Counties will send invoices to the County in accordance with the payment schedule set forth in the Financial Plan. The County shall pay its portion of the resource costs no later than forty five (45) days after each invoice is submitted by the Urban Counties.

The County acknowledges and agrees that any and all rights to use the Court Administration System provided in this Addendum and the Software License and Professional Services Agreement may be subject to termination for failure to timely pay sublicense fees.

In the event this Addendum and the Software License and Professional Services Agreement are terminated for failure to timely pay resource costs, the County shall retain the right to use the current version of the software in use at the time of termination if the County's sublicense fees are paid in full. However, the County shall no longer be entitled to representation on the Oversight Board, maintenance and support, and reimbursement of shared costs.

VI.

CIJS PHASE IV RESOURCE OVERSIGHT BOARD

Notwithstanding Article VI (c) of the ILA, the Resource Oversight Board shall consist of one representative from each of the participating counties.

VII

AMENDMENT

This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

COUNTY OF TRAVIS

BY: _____

Title: County Judge

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Date: _____

TEXAS CONFERENCE OF URBAN COUNTIES (as contract administrator)

BY: _____

Title: Executive Director

Date: _____

Attachment A – Financial Plan

The following Financial Plan Summary shows the potential project budget for licensing and implementing the Court Case Management System for the Justice of the Peace Courts through the Urban Counties agreement with Tyler Technologies. This Financial Plan Summary is providing for planning purposes only and is not intended to obligate the County to this financial plan or to licensing and implementing the software.

By approving this Addendum and Financial Plan, Travis County is only committed to completing the Implementation Plan quoted at \$17,880. Upon completion of the Implementation Plan, the County will determine whether or not to proceed with the Project. If the County elects not to proceed, there is no additional financial obligation on the part of the County.

During the preparation of the Implementation Plan, the County will evaluate options for either licensing and implementing the software or acquiring it for use as a “service.” As part of the consideration of the Implementation Plan, the County will determine the best option for implementing the Court Case Management System for use in the Justice of the Peace Courts.

Financial Plan Summary:

Common Integrated Justice System				
		FY 11	FY 12	Total
CIJS Software License Fees	Odyssey Case Manager - JP (Enterprise)	\$ 388,500		\$ 388,500
	Odyssey Law Enforcement - Constable Only	\$ 55,500		\$ 55,500
Professional Services	Implementation Plan (fixed)	\$ 17,880	\$ -	\$ 17,880
	Project Management	\$ 221,184	\$ 147,456	\$ 368,640
	Fit Analysis	\$ 17,880	\$ -	\$ 17,880
	Data Conversion	\$ 187,357	\$ 111,571	\$ 278,928
	Customization & Interfaces	\$ 89,400	\$ 59,600	\$ 149,000
	Configuration & Consulting	\$ 103,704	\$ 69,136	\$ 172,840
	Training	\$ 69,652	\$ 46,368	\$ 116,020
	Go-Live Assistance	\$ -	\$ 96,600	\$ 96,600
	Follow-up Training	\$ -	\$ 13,248	\$ 13,248
Travel	Estimated Travel Expenses	\$ 103,450	\$ 68,967	\$ 172,417
Third Party Hardware	Server and SQL Licensing	\$ 66,945		\$ 66,945
CUC Texas County Mods	Texas County Enterprise Mods			
	Travis County Cost	\$ 28,536	\$ 28,536	\$ 57,072
CUC Oversight	Quality Assurance	\$ 6,000	\$ 6,000	\$ 12,000
	Contract Administration	\$ 6,993	\$ 6,993	\$ 13,986
CIJS Software Maintenance	Odyssey Case Manager - JP (Enterprise)		\$ 81,585	\$ 81,585
	Odyssey Law Enforcement - Constable Only		\$ 11,655	\$ 11,655
Recommended Contingency	Contingency (Recommended 15% of Tyler Implementation Services)	\$ 103,043.52	\$ 81,596.88	\$ 184,640.40
Totals by Fiscal Year (Including 15% Local Prof Svcs)		\$ 1,445,925	\$ 829,312	\$ 2,275,236

Attachment A – Financial Plan (continued)

CIJS Software License Fees includes all License Fees for the products and components of the integrated justice system provided by Tyler Technologies through the Texas Conference of Urban Counties for use in the Travis County Justice of the Peace Courts. License Fees are paid in two installments, based on project milestones. The first payment (60%) will be billed by the Urban Counties when Travis County accepts the Implementation Plan and issues a Notice to Proceed with the project. The second installment (40%) is when the first “go live” occurs for a module. These costs may vary if the County elects to acquire the use of the software as a service instead of licensing and installing the software in the County.

Professional Services includes the estimate for the cost of all services to be provided by Tyler Technologies if the County elects to go forward with this project. The estimated costs for the services are included with the initial Project Budget that is part of the End User License Agreement and Professional Services Agreement. The first payment under this section will be for the Implementation Plan. The fee for the implementation plan will be due and payable when the Plan is provided to Travis County. The other services payments will be paid on a monthly basis in accordance with the Agreement and the approved Implementation Plan.

Travel includes the estimate for the cost of travel expenses related to the work completed by Tyler Technologies on site in County office in Austin, Texas. Travel expense reimbursement is subject to either the County’s travel reimbursement policies or those provided by the Urban Counties.

Third Party Hardware can be provided either by Tyler Technologies or a supplier selected by Travis County. Tyler Technologies will provide specifications for the hardware and third party software necessary to implement the new system.

CUC Texas County Mods are payments to the Urban Counties for the customization and modification of the integrated justice system modules through the TechShare program. These costs are shared by all counties participating in the project and are eligible for reimbursement to Travis County as other counties enroll in the CIJS project. These payments will be billed by the Urban Counties on an annual basis as specified in the Financial Plan Summary if the County elects to move forward with the project.

CUC Oversight includes the costs to oversee and manage the CIJS Project at the Texas Conference of Urban Counties. The Urban Counties Oversight costs are shared by all participating counties, based on annual budgets approved by both the CIJS Project Oversight Board and the Urban Counties Board of Directors, and ratified by the participating counties.

Quality Assurance costs related directly to the regular oversight provided for the Travis County CIJS Project and will cease when the initial implementation project is completed and all systems are “live.” **Contract Administration** costs are the annual ongoing costs for coordinated and facilitating the CIJS project under the TechShare program. These payments will be billed by the Urban Counties on an annual basis as specified in the Financial Plan Summary if the County elects to move forward with the project.

CIJS Software Maintenance includes the annual costs for software maintenance and support for the licensed software modules should the County decide to acquire the use of the software products through the End User License Agreement.

Recommended Contingency is included in the budget estimate for planning purposes and does not necessary indicate that the County will need to use these funds to successfully complete the project.

Payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Travis County in accordance with the End User License Agreement and Professional Services Agreement (Attachment B), the Implementation Budget (included with the Software License and Professional Services Agreement), and the Implementation Plan, after it is approved by Travis County.

**Attachment B – Software License and Professional Services Agreement
(attached)**



End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Travis County (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

TRAVIS COUNTY

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

(Exhibit A)

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or End User's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by End User in breach hereof; (b) becomes available to End User on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by End User prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by End User independently of any disclosures made by Tyler.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. Implementation Plan.

- (a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.
- (b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.
- (c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.
- (d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.
- (e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice; (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software;

provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section 10.

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Issuance of a Notice to Proceed	60%
Commencement of Operational Use	40%

Tyler shall invoice the CUC upon each Payment Event, which shall be paid in accordance with Section 4.4.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.5.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.5.

4.4. Invoice and Payment of License Fees. Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for the License Fee in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the License Fee due date. The CUC shall be responsible for invoicing the County and collecting payments from the County with respect to License Fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all License Fees collected on behalf of the County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the County, to invoice the County directly for all future License Fee payments.

4.5. Invoice and Payment of Professional Services. Tyler shall invoice End User for services and associated expenses herein on a monthly

basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears.

4.6. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for

latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Tyler Confidential and Proprietary Information. End User shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and End User shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement; provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. End User shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and shall be responsible for breaches by such persons.

10.2. Judicial Proceedings. If End User is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, End User shall provide Tyler with prompt written notice of such request or

requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, End User nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, End User may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that End User uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) FOR BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General - Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against End User that alleges that all or any part of the Licensed Software, in the form supplied, or modified by Tyler, or End User's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, End User, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold End User harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify End User against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, End User shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by End User, or any third party pursuant to End User's directions, or upon the unauthorized use of the Licensed Software by End User.

(b) If the Licensed Software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed

Software to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Software as intended.

15. TAXES

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 10; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; 10; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 10.

19. MISCELLANEOUS

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision:

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and 10 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

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(Exhibit B)

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the entity set forth on the signature page hereto (the "County") and shall be effective as of the date set forth on Schedule 1 hereto (the "Effective Date").

WHEREAS, the County has acquired a license to Tyler's court management software as more specifically identified on Schedule 1 to this M&S Agreement (the "Licensed Software"); and

WHEREAS, the County desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Business Day means Monday through Friday, excluding Tyler Holidays.

1.2. Business Hours means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.3. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby the County can reasonably avoid any deleterious effects of such Documented Defect.

1.4. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.5. Documented Defect means a Defect that the County documents for Tyler pursuant to Section 2.1.

1.6. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.7. Service Level 1 Defect means a complete application failure or application unavailability.

1.8. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.9. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.10. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.11. Third Person Software means all third party software required for the operation and use by the County of the Licensed Software consistent with the license granted to the County.

1.12. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.13. Tyler Holidays means one (1) day for a New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas day and up to two rolling holidays. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. COUNTY RESPONSIBILITIES

2.1. Documenting Defects. The County must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. The County shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. The County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, County-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which the County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4

2.2. Other County Responsibilities. The County shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the County is unable to establish and maintain an internal help desk, the County may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to Purchaser's servers via a Purchaser approved remote access or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to the County's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide the County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist the County in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect,

and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting the County in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting the County in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with a next Version Release. Tyler's responsibility for lost or corrupted data is limited to assisting the County in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Tyler shall provide the County with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide the County with technical support to assist the County with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the County with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to the County regarding resolution of said non-defect failure(s); and
- (c) providing the County with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the County with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the County with response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to County IT staff. This option is available for the application of patches and full release upgrades as well as consulting with

County IT staff for server maintenance and configuration for the Licensed Software environment.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to the County and either the immediately preceding Version Release or all Version Releases released to the County within the prior one (1) year, whichever is greater.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's IT Director and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's IT Director and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's State Court Administrator and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.12. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of programming services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Tyler's then current hourly rates. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

4. ADDITIONAL SUPPORT SERVICES

The County may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to the County a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to the County and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

5. VERSION RELEASES

Tyler shall notify the County of the occurrence of a new Version Release and shall provide the County with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. The County shall, at its own expense, be responsible for any installation assistance, new integration, and training with respect to each Version Release that falls outside of the maintenance services set forth in this Software Maintenance Agreement. The resolution of any version upgrade installation difficulties experienced by Purchaser as the result of inadequate release documentation, defect installation software or procedures will be at no charge to Purchaser.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide the County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for the County to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. The County is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. The County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at the County's expense. At the request of the County, Tyler shall participate with the County in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. The County shall pay the annual maintenance and support fees as set forth on Schedule 1 (the "Maintenance and Support Fees"). Upon the first and second anniversaries of the Effective Date, the Annual Maintenance and Support Fees shall be increased by no less than 0% and no more than 5% annually.

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for Maintenance and Support Fees incurred by the County in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the County and collecting payments from the County with respect to the Maintenance and Support Fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all Maintenance and Support Fees collected on behalf of the County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the County, to invoice the County directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the County mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, the County shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency.

7.4. Maintenance on County-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of County-Specific Customer Enhancements requested by the County and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. The County will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting the County's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Tyler does

not receive payment of any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence upon the Effective Date and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by County at the End of a Term. The County may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. The County may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by the County during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by the County for Cause. The County may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, the County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the County is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and the County shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the County may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by the County under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, the County's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to binding arbitration, which shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of the County, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this M&S Agreement. If an ambiguity exists in this M&S Agreement, or in a specific provision, neither the M&S Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

Attachment C – Maintenance and Support Services Agreement (not applicable at this time)

Travis County Commissioners' Court Agenda Request

Meeting Date: December 14, 2010

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. UPDATE ON LEGISLATIVE ACTIVITIES; AND

B. ADDITION TO THE POLICY POSITIONS AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

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

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.

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85

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

Joe Harlow, Interim Executive Manager
Information Technology Services
Phone: 854-9372
Email: Joe.Harlow@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

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 # _____

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.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session

Prepared By: Melissa Velasquez, County Judge's Office, 854-9557

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding renewal of contract with Envision Central Texas.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County's contract with Envision Central Texas expires December 31, 2010. The Commissioners Court has had a contract in place with Envision Central Texas for many years. This contract has been reviewed by the Court annually and funding for this contract has been provided annually also, but has not been included in the budget process.

Sally Campbell, Executive Director of Envision Central Texas, has requested funding for FY 2011, and would be happy to make a presentation on any future Commissioners Court meeting date.

Attached are proposed deliverables from Envision Central Texas and minutes from last year regarding this item.

STAFF RECOMMENDATIONS:

Direct Staff to prepare an appropriate contract and recommend a source of funding. The funding should be transferred to the Transportation and Natural Resources Department.

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

Contract amount is \$25,000 annually. There is no funding for this contract. In previous years the Commissioners Court has approved Allocated Reserve as the source of funding.

REQUIRED AUTHORIZATIONS:

Purchasing
County Judge's Office
Commissioners Court

Cheryl Aker
Cheryl Aker

Pending
Pending
Pending

Envision Central Texas Deliverables for 2011 Contract with Travis County

U I. Improving coordination of regional infrastructure

initiative

maintain the quality of life and competitiveness of Central Texas and better educate the public about these tradeoffs. It will also reductions.

Goal: Increase communication and coordination among infrastructure providers in the Central Texas Region as well as educate efficiency, especially in a time of limited resources.

Deliverables:

Quarter I January- March 2011:

- **Begin outreach and demonstration site tasks connected with the \$3.7 million federal Sustainable Communities Regional Planning Grant.** As a key member of the regional consortium which secured the HUD-DOT-EPA grant, ECT will help accomplish the committed work in association with the regional consortium of CAMPO, Austin, Round Rock, San Marcos, UT Austin, ACCD, Texas State and IBM. Travis County will be invited to be a Partner in the grant and will also be involved in the grant execution. The grant will be used to develop cutting-edge tools and plans that provide the information we need to make the investments that will help us create the region we want.
- Post on the ECT website and distribute electronic and hard copies of the **two conservation case studies developed in 2010 by the Natural Infrastructure Committee on the Onion Creek Trail in Travis County and the Dalstrom Ranch Conservation Easement in Hays County** to all key jurisdictions and agencies in Central Texas to facilitate additional conservation activities.

Quarter II April - June 2011:

- **Continue outreach and demonstration site tasks** connected with the \$3.7 million federal Sustainable Communities Regional Planning Grant. As a key member of the regional consortium which secured the HUD-DOT-EPA grant, ECT will help accomplish the committed work in association with the regional consortium of CAMPO, Austin, Round Rock, San Marcos, UT Austin, ACCD, Texas State and IBM.
- **Research “best practices” and plan a structured, inclusive public dialogue around the approaches to regional governance** that emerged at the 2010 Regional Infrastructure Forums.
- **Convene Regional Planner Roundtable I** with an audience of approximately 40 agency and jurisdiction planners about quality growth issues in Central Texas. These meetings center on the challenges of planning for sustainable growth in Central Texas and increasing mobility.
- **Convene Sixth Annual ECT Community Stewardship Awards Luncheon** on May 6 where outstanding and innovative people, projects and processes are spotlighted before an audience of regional leaders. The event will feature a well known keynote speaker on regional infrastructure coordination.
- Schedule and conduct at a **presentation about the use and value of the Central Texas Greenprint for Growth** in both Travis and Williamson Counties.

Quarter III July - September 2011:

- **Continue outreach and demonstration site tasks** connected with the \$3.7 million federal Sustainable Communities Regional Planning Grant. As a key member of the regional consortium which secured the HUD-DOT-EPA grant, ECT will help accomplish the committed work in association with the regional consortium of CAMPO, Austin, Round Rock, San Marcos, UT Austin, ACCD, Texas State and IBM.
- **Convene a structured and inclusive public dialogue** around the approaches to regional governance that emerged at the 2010 Regional Infrastructure Forums.

Quarter IV October - December 2011:

- **Continue outreach and demonstration site tasks** connected with the \$3.7 million federal Sustainable Communities Regional Planning Grant. As a key member of the regional consortium which secured the HUD-DOT-EPA grant, ECT will help accomplish the committed work in association with the regional consortium of CAMPO, Austin, Round Rock, San Marcos, UT Austin, ACCD, Texas State and IBM.

- **Convene Regional Planner Roundtable II** with an audience of approximately 40 agency and jurisdiction planners .

II. Advocating for policies, tools and resources to support the Vision

ECT will continue its legislative advocacy work about county growth management, transportation funding and water management.

Goal: Secure tools through the Texas legislature for the Central Texas Region to enable improved multi-modal transportation systems and more sustainable land use patterns.

Quarter I January- March 2011:

- Convene working groups and communicate with regional and state experts and leaders, Central Texas legislative delegation members and others to **advance potential transportation funding legislation** in the 82nd Texas Legislative Session. Be available to offer testimony as appropriate.
- Convene working groups and communicate with regional and state experts and leaders, Central Texas legislative delegation members and others to **advance potential enhanced county growth management authority legislation** in the 82nd Texas Legislative Session. Be available to offer testimony as appropriate.
- Convene working groups and communicate with regional and state experts and leaders, Central Texas legislative delegation members and others to **advance potential improved water management legislation** in the 82nd Texas Legislative Session. Be available to offer testimony as appropriate.

Quarter II April - June 2011:

- **Create Vision Principles Guide for new programs/projects.** ECT will create, distribute and promote a Vision Principles Guide so that public and private entities can gauge how their projects or programs measure up against the key tenets of the Vision.

Quarter III July - September 2011:

- The **ECT Community Design Committee will complete a case study** about new developments in Central Texas in order to facilitate understanding throughout the region about different development types – their financing, regulations, strengths, weaknesses and lessons learned.
- The **ECT Natural Infrastructure Committee will complete a case study** about conservation initiatives in Central Texas in order to facilitate understanding throughout the region about the processes and products of public and private-initiated land conservation efforts.

Quarter IV October - December 2011:

- Convene a **Legislative Preview Luncheon Forum** of about 400 people featuring members of the Texas legislature and **reviewing the 82nd Legislature's results** and previewing the issues that are expected to be important to the region at the **83rd Texas Legislative Session**.

III. ECT Implementation Committees - ECT will work to advance its vision and accomplish its 2011 Program of Work through the work of its four Committees made up of Central Texas volunteers.

All year:

- A. Community Design Committee
- B. Community Outreach Committee
- C. Natural Infrastructure Committee (note- co-chaired by Travis County employee Melinda Mallia)
- D. Transportation and Land Use Committee

Contact:

Sally W. Campbell

Executive Director

Envision Central Texas

scampbell@envisioncentraltexas.org

512-916-6037

MARCH 9, 2010 VOTING SESSION

PAGE 15

24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACT WITH ENVISION CENTRAL TEXAS. (10:21 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Jessica Rio, Assistant Budget Manager, PBO; and John Hille, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we direct County Staff to put together an appropriate contract with a scope of service; that the source of funding be Allocated Reserve.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LETTER REQUESTING THAT TRAVIS COUNTY BE INCLUDED WITHIN THE SERVICE AREA OF FOREIGN TRADE ZONE NUMBER 183, SPONSORED BY THE FOREIGN TRADE ZONE OF CENTRAL TEXAS, INC. (JUDGE BISCOE)
(2:00 PM)

Members of the Court heard from: Joe Vining, Chairman, Foreign Trade Zone for Central Texas Board and Senior Vice-President, Economic Development, Round Rock Chamber of Commerce; Adriana Cruz, Vice-President, Global Recruitment, Austin Chamber of Commerce; Bill Methenitis, Ernst and Young; and Maurice Priest, Travis County Resident.

Motion by Judge Biscoe **and seconded by** Commissioner Huber to approve the request.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



Travis County Commissioners Court Agenda Request

Meeting Date: 12/14/2010, 9:00 AM, Voting Session
 Prepared By: Melissa Velasquez, County Judge's Office, 854-9557
 Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on a renewal bond for Visiting Justice of the Peace, Elena Diaz.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Judge Elena Diaz is a Visiting Justice of the Peace Judge. Her bond is up for renewal at the end of the year and needs to be renewed in order to serve. The County Judge's Office is working with Judge Herb Evans Office on this renewal. For questions please call the Office of the County Judge at 854-9555.

STAFF RECOMMENDATIONS:

Approve Bond.

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

The bonding company will invoice Risk Management for payment of the bond.

REQUIRED AUTHORIZATIONS:

Human Resources Management		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

RECEIVED
 COUNTY JUDGE'S OFFICE
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HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P. O. BOX 28720
AUSTIN, TEXAS 78755
(512) 343-8033
FAX (512) 343-8363

**TEXAS OFFICIAL BOND AND OATH
FOR JUSTICE OF THE PEACE**

THE STATE OF TEXAS

County of Travis

Bond No. TX 598623

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ELENA DIAZ, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge of the County of Travis, State of Texas, his/her successors in office, in the sum of Five Thousand Dollars (\$5,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2007, duly Appointed to the office of Justice of the Peace in and for Travis County in the State of Texas, for a term commencing on the 1st day of January, 2011 and expiring on the 31st day of December, 2014.

Now, therefore, if the said Principal shall faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2010.

ELENA DIAZ

Principal

By:

Elena Diaz

Merchants Bonding Company (Mutual)

By:

Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

Before me, _____, a notary public, on this day personally appeared Elena Diaz known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____
this _____ day of _____, _____.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

31 ✓

Voting Session: December 14, 2010

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: Re-Appoint Pat Cognegliano to
serve on the Board of the Dispute Resolution
Center

C. Approved by: 
Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

☐ Contract, Agreement, Policy & Procedure

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

Travis County Commissioners Court Agenda Request

Meeting Date: December 14, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

Consider and take appropriate action to approve the appointment of Larry Bugen to the Dispute Resolution Center Board of Directors for a 3 year term effective immediately through December 31, 2013.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

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10 DEC -7 AM 11-01

VITA

Larry A. Bugen, Ph.D.

**Counseling Associates of Austin
1012 MoPac Circle, Suite 100
Austin, Texas 78746**

PROFESSIONAL PROFILE

- Consummate mental health professional passionate about couples therapy
- Over 30 years experience in marriage counseling
- Over 30 years experience in loss and grief counseling
- Over 20 years of commitment to community and board leadership for Hospice Austin
- Chief Psychologist for law enforcement screening and evaluation of Texas Game Wardens and Park Peace Officers for Texas Parks and Wildlife
- Contributor and lecturer for community and professional organizations supporting counseling and mental health

EDUCATION

Ph.D. in Counseling Psychology, University of Missouri, Columbia, 1975

Masters in Psychological Services, University of Pennsylvania, Philadelphia, 1971

Bachelor of Psychology, Temple University, 1968

CERTIFICATIONS/LICENSES

Licensed Psychologist # 21499, Texas State Board of Examiners in Psychology

HIGHLIGHTS OF PROFESSIONAL EXPERIENCES

- Elementary School Teacher, Philadelphia Public Schools, 1970-72
- Post-Doctoral Fellowship in Community Psychology, University of Texas, 1975-1976
- Co-Founder, Austin Stress Clinic, 1977-1978
- Director of Psychological Services, Student Mental Health Center, St. Edwards University, 1978-1980

TEACHING EXPERIENCE

Assistant Professor: College of Education, University of Texas – Austin

Adjunct Faculty: Central Texas Medical Foundation, Residency Training Program

Adjunct Faculty: Episcopal Seminary of the Southwest

ACADEMIC RESEARCH

Research

- Humenick, S. and Bugen, L. Parenting roles: Expectations vs. reality. Maternal Child Nursing, 1987, Jan/Feb, Vol. 12, No. 1 pp. 36-39.
- Bugen, L. and Humenick, S. Instrumentality, expressiveness, and gender effects upon parent-infant interaction. Basic and Applied Social Psychology, 1983 4, (3) 239-251.
- Humenick, S. and Bugen, L. Correlates of parent-infant interaction: An exploratory study. B. Raft (Ed.) Perinatal Parental Behavior: Nursing Research and Implications for Newborn Care. New York: Alan R. Liss, Inc., 1981.
- Humenick, S. and Bugen, L. Mastery: The key to birth satisfaction: Part II. Birth and the Family Journal, 1981, 8 (2), 79-82.
- Bugen, L. Coping: Effects of death and education. Omega: Journal of Death and Dying, 1980, 11, 175-183.
- Bugen, L. State anxiety effects upon counselor perceptions of dying stages. Journal of Counseling Psychology, 1979, 26, 86-91.
- Hill, F. and Bugen, L. A study of drinking behavior among college students. Journal of College Student Personnel, 1979, 20, 236-242.
- Bugen, L. Expectation profiles: Members expect more than they get while leaders give more than they expect. Journal of Small Group Behavior, 1978, 8, 115-122.
- Bugen, L. Effects of death education upon stability of death concern. Psychological Reports, 1978, 43. 1986.
- Bugen, L. Composition and orientation effects upon group cohesion Psychological Reports, 1977, 40, 175-181
- Bugen, L. Human Grief: A model for prediction and intervention. American Journal of Orthopsychiatry, 1977, 47, 196-206.
- Hill, F. and Bugen, L. The University of Texas alcohol and drug-related survey, JSAS: Catalog of Selected Documents in Psychology, Vol. 6, August 1976.
- Bugen, L. Composition and orientation effects upon group performance. Dissertation Abstracts International, Vol 36, 7, 1976.
- Bugen, L. and Reppert, H. The 1968-1969 Comparative freshmen class profile. Temple University Press, Philadelphia, Pa., April 1969.
- Deabler, V. and Bugen, L. Orientation program: An evaluation of the new student workshop. Temple University Press, Philadelphia, Pa., October 1969.

Media Publications

- Bugen, L. Being Open: Innovative Self Help Tapes. The University of Texas Press, Austin, Texas, 1977.
- Bugen, L. Speaking on death and dying, Hogg Foundation for Mental Health, Austin, Texas, 1977.

Books

- Bugen, L. **Stuck on Me – Missing You: Getting Past Self-Absorption to Find Love**. American Psychotherapy Association, 2011
- Bugen, L. **Love and Renewal: A Couple's Guide to Commitment**. New Harbinger, 1990
- Bugen, L. (Ed.) **Death and Dying: Theory, Research and Practice**. Dubuque: William C. Brown, 1979.

Book Chapters

- Bugen, L. Human grief: A model for prediction and intervention. In S. Graham (Ed.) Role of the Family in the Rehabilitation of the Physically Disabled. Baltimore: University Park Press, 1981.
- Bugen, L. Infanticide, preventability and the double-edged sword. In D.B. Swain, R.C. Hawkins, L.O. Walker, and J.H. Penticuff (Eds.) Exceptional Infant, Volume 4: Psychosocial Risks in Infant-Environment Transactions. New York: Brunner/Mazel, 1980.
- Bugen, L. Strategies for crisis intervention in the management of human grief. In B. Gassoway (Ed.) Death in the Emergency Situation. Saint Louis: Mosby, 1980
- Bugen, L. Childhood bereavement, preventability and the coping process. In B. Schoenberg (Ed.) The Child and Death. New York: Columbia University Press, 1979.
- Bugen, L., Tullos, S., and Bolton, Z. Control, quality of life, and the "Right to Die" In L. Bugen (Ed.) Death and Dying: Theory, Research and Practice. Dubuque: Wm. C. Brown. 1979.
- Bugen, L. Death education: Perspectives for communities. In L. Bugen (Ed.) Death and Dying: Theory, Research and Practice. Dubuque: Wm. C. Brown, 1979.
- Bugen, L. Emotions: Their presence and impact upon the helping role. In Charles Garfield (Ed.) Stress and survival: The Emotional Realities of Life Threatening Illness. Saint Louis: Mosby, 1978.
- Bugen, L. Alcoholism prevention through programming: A community approach. In Deborah Novack and Robert Jones (Eds.) Alcoholism: General Hospital Issues and Perspectives. Texas Hospital Association, June, 1976.

HONORS AND AWARDS

- Hospice Austin, Counseling Office dedication in name, 2008
- Chairperson, Board of Directors, Hospice Austin (1986)
- Founding Board Member: Hospice Austin, 1980
- Who's Who in the South and Southwest, 1980-1981
- Names and Faces in America, 1978
- Nature and Wildlife Photographer, website: larrybugen.com

Travis County Commissioners Court Agenda Request

Meeting Date: December 14, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

Consider and take appropriate action on the reappointment of Deborah Risovi to the Travis County Children's Protective Services Board for a 3 year term effective January 1, 2011 through December 31, 2013.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

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

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

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Travis County Commissioners Court Agenda RequestVoting Session: December 14, 2010
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County AttorneyB. Requested Text: Consider and take appropriate action on the First Amended
Conservation Easement and Fencing Agreement with 69
Grandview, L.P. in northwest Travis County 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:

Rodney Speaks	663-3099	Rose Farmer	854-9383
Leslie Sloan	663-1700	Mike Martino	854-7646
John Hille	854-9415	Jon White	854-9383
Melinda Mallia	854-9383	Linda Laack	219-6190
Greg Chico	854-4659	William Simper	219-6190
Craig Smith	854-6766	Donna Williams-Jones	854-7677

- 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 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.

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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

December 7, 2010

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Consider and take appropriate action on the First Amended Conservation Easement and Fencing Agreement with 69 Grandview, L.P. in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan.

Summary and Staff Recommendation:

This amends the Conservation Easement and Fencing Agreement between Tomen-Parke Associates, Ltd. and Travis County, entered into effective as of October 2, 2001, recorded as Document No. 2001173200 in the Official Public Records of Travis County, Texas. Now, 69 Grandview, L.P. has assumed all the rights and responsibilities of this original Conservation Easement Agreement when they acquired this tract from Tomen-Parke Associates, Ltd. The original agreement was based on details from Tomen-Parke's 10(a) permit issued by the U.S. Fish and Wildlife Service which allowed some activities within the Conservation Easement Area such as detention ponds and a public trail. That original Conservation Easement agreement did not allow Travis County to build fencing in a portion of this Conservation Easement area that would better protect the Conservation Easement tract. Now that 69 Grandview is currently planning on developing the land adjacent to the Conservation Easement area and plans to exercise their rights to build the ponds and trail, this agreement amends the original agreement to allow Travis County to construct fencing within the area not previously allowed. This fencing will better protect the remainder of the County's Conservation Easement land as well Balcones Canyonlands Preserve west of this fence, while still allowing 69 Grandview the use of their reserved rights under the terms of the original Conservation Easement agreement. This amendment provides specifics on the locations of both the trail to be constructed by 69 Grandview and the fence to be constructed by Travis County.

Staff recommends that this First Amended Conservation Easement and Fencing Amendment be approved since it will better protect the Preserve and 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.

Budgetary and Fiscal Impact:

Approval of this agenda item will include support for the construction of an 8 ft. fence that will cost Travis County approximately \$17,000 to be paid from BCP Tax Benefit Financing funds.

Attachment:

First Amended Conservation Easement and Fencing Agreement with 69 Grandview, L.P.

905 BCCP Administration

cc: Rodney Speaks, 69 Grandview
Leslie Sloan, 69 Grandview
John Hille, Assistant County Attorney
Craig Smith, TC Attorney
Jon White, TNR NREQ Division Director
Greg Chico, TNR
Mike Martino, TNR
Rose Farmer, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR
Linda Laack, TNR
William Simper, TNR

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, December 14, 2010
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of November 30, 2010**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.



MINUTES OF MEETING NOVEMBER 30, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 30th day of November 2010, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 11:33 AM.

The Commissioners Court reconvened the Voting Session at 12:34 PM.

The Commissioners Court recessed the Voting Session at 12:34 PM.

The Commissioners Court reconvened the Voting Session at 2:12 PM.

The Commissioners Court retired to Executive Session at 2:12 PM.

The Commissioners Court reconvened the Voting Session at 3:46 PM.

The Commissioners Court recessed the Voting Session at 3:48 PM.

The Northwest Travis County Road District #3 (Golden Triangle) voting session was postponed until December 7, 2010.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 3:49 PM and adjourned at 3:50 PM.

The Travis County Cultural Education Facilities Finance Corporation and the Capital Industrial Development Corporation voting sessions were postponed until December 7, 2010.

The Commissioners Court reconvened the Voting Session at 3:51 PM.

The Commissioners Court retired to Executive Session at 3:51 PM.

The Commissioners Court reconvened the Voting Session at 5:56 PM.

The Commissioners Court adjourned the Voting Session at 5:57 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Dr. John K. Kim, Travis County Resident; Morris Priest, Travis County Resident; and Ronnie Gjemre, Travis County Resident. (9:16 AM)

CONSENT ITEMS

Members of the Court heard from: Ronnie Gjemre, Travis County Resident.

Motion by Commissioner Davis **and seconded by** Commissioner Huber to approve the following Consent Items: C1-C5 and Items 3, 4, 5, 6, 7, 8, 9, 11, 12.A&B, 16.A-D, 16.F&G, 20, and 21.A&B. (9:30 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE THE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF NOVEMBER 9, 2010.
- C4. APPROVE COMMISSIONERS COURT MINUTES FOR THE VOTING SESSION OF NOVEMBER 16, 2010.
- C5. APPROVE SETTING A PUBLIC HEARING DATE FOR DECEMBER 14, 2010 TO RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT TWO: RACEWAY SINGLE FAMILY SUBDIVISION SECTION ONE FINAL PLAT (A SMALL LOT SUBDIVISION) (RESUBDIVISION OF LOTS 24 AND 25 NORTHRIDGE ACRES NUMBER 2 SUBDIVISION – 70 LOTS – 14.039 ACRES – GRAND AVENUE PARKWAY – APPROPRIATE FISCAL HAS BEEN POSTED WITH THE CITY OF AUSTIN – WATER AND SEWAGE SERVICE TO BE PROVIDED BY THE CITY OF AUSTIN – CITY OF AUSTIN ETJ). (COMMISSIONER ECKHARDT)

RESOLUTIONS AND PROCLAMATIONS

1. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROCLAMATION CONGRATULATING THE CITY OF JONESTOWN ON ITS 25TH ANNIVERSARY AS AN INCORPORATED CITY. (COMMISSIONER HUBER) (9:34 AM)

Members of the Court heard from: Deane Armstrong, Mayor, City of Jonestown.

Motion by Commissioner Huber and seconded by Commissioner Davis to approve the Proclamation in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

2. APPROVE RESOLUTION RECOGNIZING DECEMBER 1, 2010 AS "WORLD AIDS DAY" IN TRAVIS COUNTY. (COMMISSIONER GÓMEZ) (9:41 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Marva Overton, Project Leader, Austin Healer Women Program, University of Texas at Austin; and Ronnie Gjemre, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the Resolution in Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

PURCHASING OFFICE ITEMS

3. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 10) TO CONTRACT NO. 03T00058OJ, ALLIANCE WORK PARTNERS, FOR THE EMPLOYEE ASSISTANCE PROGRAM FOR TRAVIS COUNTY EMPLOYEES. (9:30 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. APPROVE CONTRACT AWARD FOR PROFESSIONAL PSYCHOLOGIST SERVICES WITH JAN FORD MUSTIN, PH.D. (9:30 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. APPROVE MODIFICATION NO. 22 TO CONTRACT NO. MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (9:30 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. CM080107LC, MITEL TECHNOLOGIES, INC., FOR AN INTERACTIVE VOICE RESPONSE SYSTEM. (9:30 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. MA080155LC, FUTURE COM, LTD, FOR SECURITY PRODUCTS, SUPPORT AND SERVICES FOR THE INFORMATION AND TECHNOLOGY DEPARTMENT. (9:30 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

NOVEMBER 30, 2010 VOTING SESSION

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8. APPROVE MODIFICATION NO. 3, AN ASSIGNMENT OF CONTRACT NO. PS060234ML, FROM NAVICUS, INC., TO PINKERTON CONSULTING & INVESTIGATION, INC. (9:30 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that the effective date of the Assignment of Contract would be September 10, 2010.

9. APPROVE MODIFICATION NO. 9 TO WORK ORDER #2010-02 TO INTERLOCAL AGREEMENT NO. IL000106-JG, CITY OF AUSTIN, FOR ENERGY SERVICES. (9:30 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

10. A. CONSIDER AND TAKE APPROPRIATE ACTION ON WHETHER TO PROCEED WITH ARTERIAL "A", A MAJOR TRANSPORTATION PROJECT IN TRAVIS COUNTY (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY); AND
- B. APPROVE CONTRACT AWARD FOR PROFESSIONAL CONSULTING SERVICES, DESIGN SERVICES FOR ARTERIAL "A", RFQ NO. Q100198-JE TO THE HIGHEST QUALIFIED RESPONDENT, AECOM TECHNICAL SERVICES, INC. (9:52 AM)

Members of the Court heard from: Steve Manilla, Director, Public Works, Transportation and Natural Resources (TNR); John Williams, Board Member, Park Springs Neighborhood Association; Joyce Thoresen, Walnut Place Neighborhood Association; and John Hutchison, Past President, Walnut Place Neighborhood Association.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve Items 10.A&B.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

11. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH ATT-BRAIN AND SPINE CYCLING TO HOLD A BIKE RACE AT RICHARD MOYA PARK. (COMMISSIONER GÓMEZ) (9:30 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING IN
PRECINCT TWO: (9:30 AM)

A. ACCEPTANCE OF DEDICATION OF THE PARK AT BLACKHAWK VI
SECTION 1; AND

B. CASH SECURITY AGREEMENT FOR BOUNDARY STREET FISCAL FOR
ROWE LANE. (COMMISSIONER ECKHARDT)

Clerk's Note: Items 12.A&B approved as part of the Consent Motion. Please refer to
CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
FORMATION OF ONE OR MORE GROUNDWATER AVAILABILITY
STAKEHOLDER COMMITTEES TO MAKE RECOMMENDATIONS
REGARDING GROUNDWATER AVAILABILITY REQUIREMENTS IN CHAPTER
82, TRAVIS COUNTY CODE. (10:09 AM)

Clerk's Note: The Court discussed the formation of a stakeholder committee comprised
of 14 members. Each Commissioner would appoint two members with the remaining
four members being appointed by the whole Commissioners Court. The Committee
would split into two sub-committees to discuss specific issues for East and West Travis
County.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR;
Anna Bowlin, Program Manager, Planning and Engineering, TNR; and Morris Priest,
Travis County Resident.

**Motion by Commissioner Davis and seconded by Judge Biscoe to approve Item
13, with the minor changes recommended by the Court. Each member of the Court
will appoint two members of the committee.**

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

NOVEMBER 30, 2010 VOTING SESSION

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14. CONSIDER AND TAKE APPROPRIATE ACTION ON COUNTY COMMENTS REGARDING THE CITY OF AUSTIN'S IMAGINE AUSTIN COMPREHENSIVE PLAN ALTERNATIVE GROWTH SCENARIOS AS THEY RELATE TO THE UNINCORPORATED AREA OF TRAVIS COUNTY AND THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION. (COMMISSIONER ECKHARDT) (11:32 AM)

Item 14 postponed until December 7, 2010.

PLANNING AND BUDGET DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:15 AM)

Item 15 not needed.

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:30 AM)
- A. ANNUAL CONTRACT WITH THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES TO CONTINUE TO RECEIVE TITLE IV-E CHILD WELFARE SERVICES PROGRAM RESOURCES FOR FOSTER CARE EXPENDITURES IN THE HEALTH AND HUMAN SERVICES & VETERANS SERVICES DEPARTMENT;
 - B. ANNUAL CONTRACT WITH THE TEXAS DEPARTMENT ON AGING AND DISABILITY SERVICES THROUGH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR THE COMING OF AGE PROGRAM (FORMERLY THE RETIRED SENIOR VOLUNTEER PROGRAM) IN THE HEALTH AND HUMAN SERVICES & VETERANS SERVICES DEPARTMENT;
 - C. ANNUAL CONTRACT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR THE COMING OF AGE PROGRAM (FORMERLY THE RETIRED SENIOR VOLUNTEER PROGRAM) IN THE HEALTH AND HUMAN SERVICES & VETERANS SERVICES DEPARTMENT;
 - D. ANNUAL CONTRACT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, TO CONTINUE THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM IN THE TRAVIS COUNTY SHERIFF'S OFFICE;

Clerk's Note: Item 16.A-D approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(10:47 AM)

E. NEW CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO RECEIVE DEPARTMENT OF HOMELAND SECURITY, URBAN AREA SECURITY INITIATIVE PROGRAM, RESOURCES FOR THE CREATION OF A TRAVIS COUNTY CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, EXPLOSIVE STRIKE TEAM COORDINATOR THAT WILL ENHANCE THE EXISTING PROGRAM WITHIN THE EMERGENCY SERVICES DEPARTMENT;

Members of the Court heard from: Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; Gary Warren, Fire Chief, Emergency Services Districts #5 and #9 (ESD #5 and #9); Danny Hobby, Executive Manager, Travis County Emergency Services; Travis Gatlin, Budget Analyst, Planning and Budget Office (PBO); and Dr. John K. Kim, Travis County Resident.

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve Item 16.E.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:30 AM)

F. NEW CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO RECEIVE DEPARTMENT OF HOMELAND SECURITY, STATE HOMELAND SECURITY PROGRAM, RESOURCES FOR HAZARDOUS MATERIAL DETECTION AND DECONTAMINATION EQUIPMENT AND RELATED MAINTENANCE FOR THE EMERGENCY SERVICES DEPARTMENT; AND

G. NEW CONTRACT AND RELATED RESOLUTION FOR AN ADVANCED FUNDING AGREEMENT TO RECEIVE FEDERAL RESOURCES THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE MCKINNEY FALLS PARKWAY PEDESTRIAN WAY PROJECT MANAGED BY THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT.

Clerk's Note: Items 16.F&G approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED AMENDMENTS AND RESTATEMENT OF THE ARTICLES OF ORGANIZATION OF THE AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER (AUSTIN TRAVIS COUNTY INTEGRAL CARE). (10:27 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; and John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 17.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

18. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS RELATED TO THE PROGRAM YEAR 2009 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROVIDED BY HUD: (10:40 AM)

- A. RECEIVE A SUMMARY OF THE ANNUAL PERFORMANCE REPORT; AND
- B. APPROVE THE DRAFT OF THE PROGRAM YEAR 2009 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT TO POST FOR PUBLIC COMMENT.

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS).

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve Items 18.A&B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes

Precinct 4, Commissioner Margaret J. Gómez absent

19. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ASSISTANCE FROM FOUNDATION COMMUNITIES FOR THE OPERATION OF ITS TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2011 TAX SEASON TO PROVIDE FREE INCOME TAX FILING ASSISTANCE TO ELIGIBLE RESIDENTS: (10:56 AM)

- A. AGREEMENT FOR THE PROVISION OF SPACE AT TRAVIS COUNTY'S SOUTH RURAL COMMUNITY CENTER IN DEL VALLE AND EAST RURAL COMMUNITY CENTER IN MANOR FOR THE OPERATION OF TAX PREPARATION ASSISTANCE PROGRAM DURING THE 2011 TAX SEASON;
- B. IN-KIND SUPPORT TO FOUNDATION COMMUNITIES' TAX PREPARATION ASSISTANCE PROGRAM IN THE FORM OF PRINTING BROCHURES, FLIERS, FORMS AND OTHER PROMOTIONAL MATERIALS FOR THE 2011 TAX SEASON; AND
- C. IN-KIND SUPPORT TO FOUNDATION COMMUNITIES' TAX PREPARATION ASSISTANCE PROGRAM IN THE FORM OF DEAF INTERPRETERS SERVICES FOR THE 2011 TAX SEASON.

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; and Linda Paulson, Tax Services Coordinator, Foundation Communities

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 19.A.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Motion by Commissioner Huber and seconded by Commissioner Eckhardt to approve Item 19.B.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ITEM 19 CONTINUED

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve Item 19.C.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

20. 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 \$639,563.92 FOR THE PERIOD OF NOVEMBER 12 TO NOVEMBER 18, 2010. (9:30 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS FOR HUMAN RESOURCES MANAGEMENT DEPARTMENT: (9:30 AM)
- A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND
 - B. NON-ROUTINE REQUEST FROM THE TRAVIS COUNTY PRECINCT TWO CONSTABLE AND PRECINCT FOUR CONSTABLE OFFICES FOR A VARIANCE TO TRAVIS COUNTY CODE CHAPTER 10.0295, PEACE OFFICER PAY SCALE.

Clerk's Note: Items 21.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge requested that a Work Session be set for early 2011 regarding Non-Routine Personnel Amendments.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:15 AM)
- A. MODIFICATIONS TO TRAVIS COUNTY CODE, CHAPTER 31, RISK MANAGEMENT DIVISION (RISK RESOLUTION); AND
 - B. SELF-INSURING JUDGES PROFESSIONAL LIABILITY INSURANCE UNDER TRAVIS COUNTY CODE, CHAPTER 31 RISK MANAGEMENT DIVISION SECTION 31.061 PROFESSIONAL LIABILITY COVERAGE FOR JUDICIAL SERVICE.

Items 22.A&B postponed until December 14, 2010.

OTHER ITEMS

23. RECEIVE BRIEFING FROM TRAVIS COUNTY SHERIFF'S OFFICE ON ISSUES REGARDING PSYCHIATRIC SERVICES AND AUTHORIZE A MARKET SALARY SURVEY OF THE PSYCHIATRIC NURSE PRACTITIONER POSITION. (11:01 AM)

Members of the Court heard from: Mark Sawa, Major, Administration and Support Bureau, Travis County Sheriff's Office (TCSO); Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD); Travis Gatlin, Budget Analyst, PBO; Mike Summers, Director, Inmate Treatment Services, TCSO; and Dr. John K. Kim, Travis County Resident.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 23.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM SHERIFF'S OFFICE TO PAY SHIFT DIFFERENTIAL TO 9-1-1 TELECOMMUNICATIONS SUPERVISORS AND RECORDS ANALYST EMPLOYEES IN THE SHERIFF'S OFFICE. (11:26 AM)

Members of the Court heard from: Debbie Rich, Human Resources Coordinator, TCSO; and Todd Osburn, Compensation Manager, HRMD.

Motion by Commissioner Davis and seconded by Judge Biscoe to approve Item 24.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

25. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION DEPARTMENT EMPLOYEE SLOT 435. ¹
^{AND 3} (11:33 AM) (3:47 PM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe and seconded by Commissioner Davis that we add four days of leave with pay to the employee in slot 435, and that will get pay through today, Tuesday, November 30, 2010.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

26. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(11:33 AM) (2:12 PM) (3:47 PM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize the broker to take actions as to the letter of intent consistent with our discussion in Executive Session today, Tuesday, November 30, 2010.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

27. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON APPEAL FROM JUNE 18, 2010 TRAVIS COUNTY GRIEVANCE PANEL DECISION IN SERGIO FLORES V. PRECINCT THREE CONSTABLE RICHARD MCCAIN, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257 (K). ^{1 AND 3}
(11:33 AM) (3:47 PM)

Clerk's Note: Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item 27 to be reposted on December 7, 2010.

Samuel T. Biscoe, Travis County Judge