
Travis County Commissioners Court Agenda RequestVoting Session: January 18, 2011
(Date)Work Session: _____
(Date)I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Approve Resolution for "Poverty Awareness Month" in Travis County.

C. Approved by: _____
Signature of Commissioner(s) or County Judge_____
Signature of Commissioner(s) or County JudgeII. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

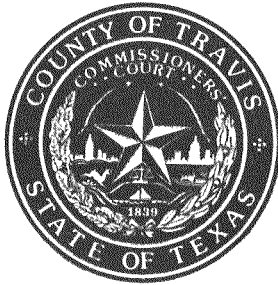
B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

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
☐ GrantHuman Resources Department (854-9165)☐ A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700)☐ Bid, Purchase Contract, Request for Proposal, ProcurementCounty Attorney's Office (854-9415)☐ Contract, Agreement, Policy & 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 Commissioners Court



Resolution

WHEREAS, an estimated 163,630 (16%) Travis County residents lived in poverty in 2009, higher than the national poverty rate of 14%;

WHEREAS, the child poverty rate in Travis County reached a ten-year high in 2009, with 23% (56,690) of children under age 18 living in poverty;

WHEREAS, most researchers and policy-makers agree that families typically need incomes of at least double the Federal Poverty Income Guideline levels (\$10,830 for an individual or \$22,050 for a family of four in 2010) to make ends meet;

WHEREAS, through this expanded lens, over one-third of Travis County residents (35%, or 352,398 people) live in households with incomes at or below 200% of the poverty level;

WHEREAS, families living in or near poverty often struggle to meet basic needs and have to make hard choices about what to go without;

WHEREAS, there continues to be a need for services to support individuals and families in poverty;

WHEREAS, the success and well-being of every Travis County resident is tied to the long-term prosperity of the entire community.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM THE MONTH OF JANUARY 2011 AS

"POVERTY AWARENESS MONTH"

IN TRAVIS COUNTY, AND ENCOURAGE ALL OF OUR CITIZENS TO INCREASE THEIR AWARENESS OF POVERTY BY ENGAGING IN ACTIVITIES AND SUPPORTING PROGRAMS DESIGNED TO REDUCE THE EFFECTS OF POVERTY IN OUR COMMUNITY.

SIGNED AND ENTERED THIS _____ DAY OF JANUARY 2011.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: Garry Brown, Commissioner Precinct 3 Office, 854-9386

Elected/Appointed Official/Dept. Head: Karen L. Huber, Precinct 3, Commissioner

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Approve proclamation congratulating the Lake Travis High School Cavaliers on winning a state championship in volleyball and for winning their fourth straight state championship in football.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 3 Office	Karen L. Huber	Completed	01/12/2011 8:53 AM
Commissioner Precinct 3 Office	Karen L. Huber	Completed	01/12/2011 8:53 AM
County Judge's Office	Cheryl Aker	Completed	01/12/2011 9:00 AM
Commissioners Court	Cheryl Aker	Pending	

Whereas, Lake Travis ISD and Lake Travis High School have been rated Exemplary by the Texas Education Agency in 2010; and,

Whereas, the Lake Travis Cavalier volleyball team swept 6 out of 7 teams during their playoff run to their first state championship; and

Whereas, in the semi-final match, the Cavs had to win the last 3 games of the match to move on to the final; and

Whereas, the Cavalier football team has won its 4th straight Texas 4A Championship in Cowboys Stadium; and,

Whereas, this state football championship marks only the third time in Texas history that an 11-man team has achieved this honor and the first time that a team has done it at the 4A level or higher;

NOW, THEREFORE BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE JANUARY 18, 2011 AS LAKE TRAVIS HIGH SCHOOL DAY IN TRAVIS COUNTY TO HONOR THEIR ACHIEVEMENTS BOTH ON AND OFF THE FIELD.

SIGNED AND ENTERED THIS _____ DAY OF JANUARY, 2011.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN L. HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 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. 4 to Contract No. 07T00155OJ, The Retirement Store, Consultant Services for the Deferred Compensation 457(b) Plan for Travis County.

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 is for professional services related to the 457(b) Deferred Compensation Plan and continuing review of its performance. The Commissioners Court approved the award of this contract on January 23, 2007.

The modification will extend the Deferred Compensation - 457(b) Plan Consultant contract with The Retirement Store, for an additional twelve (12) months, through January 22, 2012, and add \$9,999.50 for the services provided during this contract term. The Consultant's continued services and expertise is essential to meet the County's fiduciary responsibilities as 457(b) Plan sponsor.

Modification No. 3 was previously issued to extend the contract for an additional twelve (12) months, from January 23, 2010 through January 22, 2011. It was approved by the Commissioners Court on January 19, 2010.

Modification No. 2 was previously issued to extend the contract for an additional twelve (12) months, from January 23, 2009 through January 22, 2010. It was approved by the Commissioners Court on December 16, 2008.

Modification No. 1 was previously issued to extend the contract for an additional twelve (12) months, from January 23, 2008 through January 22, 2009. It was approved by the Commissioners Court on January 15, 2008.

The Deferred Compensation Oversight Committee will continue to require the Consultant's advice and expertise in this ever evolving field of deferred compensation. The services will be billed monthly at the rate of \$175 per hour, not to exceed \$10,000 per year.

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

Contract-Related Information: N/A

Award Amount:

Contract Type:

Contract Period:

Contract Modification Information:

Modification Amount: \$9,999.50

Modification Type: Estimated

Modification Period: January 23,2011 through January 22, 2012

Solicitation-Related Information: N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Special Contract Considerations: N/A

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

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

___ Comments:

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/04/2011 11:34 AM
Purchasing	Cyd Grimes	Completed	01/04/2011 2:10 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/05/2011 10:26 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: 07T001550J, Consultant-Deferred Comp. 457(b) Plan PAGE 1 OF 1 PAGE

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: December 21, 2010
ISSUED TO: The Retirement Store Attn: Al DiCristofaro 10305 Yucca Dr. Austin, TX 78759	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: January 23, 2007
ORIGINAL CONTRACT TERM DATES <u>January 23, 2007-January 22, 2008</u>		CURRENT CONTRACT TERM DATES: <u>January 23, 2011-January 22, 2012</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount \$ 25,000.00 (NTE) Current Modified Amount \$ 10,000.00 (NTE)

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.

Recitals

On January 23, 2007, Commissioners Court entered into this contract for professional services related to the management of its 457 Plan and ordered it exempt from the County Purchasing Act as professional services. Initially this contract provided County the option to extend it for three additional one year periods. County now would like to extend this contract for additional one year periods.

Agreement

Upon execution of this modification, the contract as previously amended is modified effective January 1, 2011, as provided on this page.

- 1.0 Section 1.2 in **2.0 TERM OF CONTRACT** is deleted and the following sections are inserted in its place:
- 1.2 County may extend this Contract for additional one (1) year periods ("Option to Extend"), and all provisions of this Contract, except for term and price, remain unchanged and in effect. County shall not exercise an Option to Extend earlier than ninety (90) days prior to expiration of the then current term.
- 2.0 County hereby exercises its fourth option to extend this contract for one additional year. The fourth option commences January 23, 2011. During the fourth option year, the total compensation for the services and activities under this contract shall not exceed \$10,000 unless this contract is further amended. If County authorizes Contractor to perform services, Contractor shall perform the services described in this contract and its attachments.

Note to Vendor:

[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: The Retirement StoreBY: [Signature]
SIGNATUREBY: Al DiCristofaro
PRINT NAMETITLE: _____
ITS DULY AUTHORIZED AGENT

☐ DBA
☒ CORPORATION
☐ OTHER

DATE:
1/3/2011

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:



Human Resources Management Department

1010 Lavaca

● P.O. Box 1748 ● Austin, Texas 78767 ● (512) 854-9165 / FAX(512) 854-4203

December 6, 2010

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk and Benefits Manager, HRMD *DGM*

SUBJECT: Contract No. 07T001550J
The Retirement Store Consultant Services –
Deferred Compensation 457b Plan

We request that a modification to this contract, based on its exemption, be processed to extend the contract for a twelve month period. The contract is funded from line item 001-1140-522-4007. We show no invoices in FY 2010.

Consultant's continued services and expertise is essential to meet the County's fiduciary responsibilities as 457b Plan sponsor. The committee will require the consultant's services, advice and expertise, especially from inception of the County's Plan, in this ever evolving field of deferred compensation.

If you have any questions please call me at X49499.

CC: Norman McRee, Lead Financial Analyst – Deferred Comp. Chair
Diane Blankenship, Director, HRMD
Rodney Rhodes, Executive Manager, PBO

PURCHASE REQUISITION NBR: 0000519326

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: BUYER PROCESSING

REASON: CONTRACT RENEWAL 07T00155-OJ

DATE: 12/15/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 123619 THE RETIREMENT STORE

DELIVER BY DATE: 1/22/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HOURLY RATE FOR DEFERRED COMPENSATION CONSULTANT CONTRACT RENEWAL: JANUARY 23, 2011--JANUARY 22, 2012 COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE	57.14	HR	175.0000	9999.50	
REQUISITION TOTAL:					9999.50	

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00111405224007	PROFESSIONAL SERVICES CONSULTING	100.00	9999.50
				9999.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

REQ. RETURNED TO MARGIE FOR BUDGET ADJUSTMT. OJ
12/16/10



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session
 Prepared By: CW Michael Brunner, Purchasing, 49700
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 2, an assignment of Contract No. 10T0003RG from EAN Holdings, LLC d/b/a Enterprise Rent-A-Car to EAN Holdings, LLC d/b/a Enterprise Rent-A-Car.

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.

This contract provides rental of cargo vans for County Clerks during election on an as needed basis. The Commissioners Court approved the contract on December 22, 2009.

Modification No. 2, approved by Purchasing on January 7, 2011, assigning contract from EAN Holdings, LLC doing business as Enterprise Rent-A-Car (Tax ID # 430724835) to Holdings, LLC doing business as Enterprise Rent-A-Car, (Tax ID # 264086616).

Modification No. 1, approved by Purchasing Agent on October 21, 2010, extended the contract for an additional twelve (12) months through January 19, 2012.

Contract Modification Information:

Modification Type: Assignment of Contract

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/07/2011 3:58 PM
Purchasing	Cyd Grimes	Completed	01/10/2011 12:00 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/10/2011 12:28 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: 10T00031RG Rental of Cargo Vans PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-9185	DATE PREPARED: January 05, 2011
ISSUED TO: Enterprise Rent-A-Car 4210 S. Congress Austin, Texas 78745	MODIFICATION NO.: 0002	EXECUTED DATE OF ORIGINAL CONTRACT: December 22, 2009
ORIGINAL CONTRACT TERM DATES: <u>January 20, 2010 to January 19, 2011</u>		CURRENT CONTRACT TERM DATES: <u>January 20, 2010 to January 19, 2012</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.

The above referenced contract is hereby modified to reflect the following changes:

- 1) Effective August 1, 2009, the Contractor's name on Contract No. 10T00031RG is changed as follows:

EAN Holdings, LLC
Enterprise Rent-A-Car
4210 South Congress Ave.
Austin, Texas 78745
Tax ID # 430724835

to

EAN Holdings, LLC
Enterprise Rent-A-Car
4210 South Congress Ave.
Austin, Texas 78745
Tax ID # 264086616

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

LEGAL BUSINESS NAME: <u>EAN Holdings, LLC</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input checked="" type="checkbox"/> OTHER
BY: <u>Howard ZAROFF</u>	DATE: <u>1-7-11</u>
PRINT NAME	
TITLE: <u>Vice President / General Manager</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are EAN Holdings, LLC doing business as Enterprise Rent-A-Car (Tax ID # 430724835), a limited liability company duly authorized and operating under the laws of the State of Texas (Assignor"), and EAN Holdings, LLC doing business as Enterprise Rent-A-Car, (Tax ID # 264086616) a limited liability company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Enterprise Rent-A-Car, entered into a written Contract for the provision of Rental of Cargo Vans (Contract No. 10T00031RG) on January 20, 2010, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as June 16, 2010 (the "Effective Date of Assignment").
2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
6. All references in this Assignment to the Contract encompass the original Contract, No. 10T00031RG, and modification 1. Said modification is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

EAN Holdings, LLC
Enterprise Rent-A-Car

By: 

Printed Name: Howard ZAROFF

Title & Date: Vice President/General Manager 1-7-11

Attest: 

Date: 1-7-11

EAN Holdings, LLC
Enterprise Rent-A-Car

By: 

Printed Name: Howard ZAROFF

Title & Date: Vice President/General Manager 1-7-11

Attest: 

Date: 1-7-11

By its signature below, Travis County signifies its consent to and approval of this Assignment from EAN Holdings, LLC dba Enterprise Rent-A-Car to EAN Holdings, LLC dba Enterprise Rent-A-Car.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session
Prepared By: Jason Walker, Purchasing, 854-45562
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Contract Award for Professional Engineering Services, Design Services for Wells Branch Parkway Extension, RFQ No. Q100168-JW, to the Highest Qualified Respondent, CP&Y, Inc.

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.

This project is for the development of Plans, Specifications, and Estimates for the extension of Wells Branch Parkway, from where it currently terminates (at Killingsworth Lane) eastward approximately one mile, to a point where it will reconnect with Killingsworth Lane. Through this extension, a section of Killingsworth Lane having poor roadway geometry will be bypassed.

On September 28, 2010 twenty (20) proposals were received, in which TNR staff, evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. Upon final completion of the evaluations, TNR recommended CP&Y, Inc. as the top firm to Commissioners Court, and on October 26, 2010 Commissioners Court authorized staff to negotiate a contract with CP&Y, Inc.

TNR and the Purchasing Office recommends approving the Professional Service Agreement with CP&Y, Inc. in the amount of \$423,357.35.

Contract Expenditures: Within the last N/A months \$0.00 has been spent against this contract.

Contract-Related Information:

Award Amount: \$423,357.35
Contract Type: Architect/Engineer
Contract Period: Through project completion

Contract Modification Information: N/A

Modification Amount:

Modification Type:

Modification Period:

Solicitation-Related Information:

Solicitations Sent: 155

Responses Received: 20

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 47.9%

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

- Funding Information:**

Purchase Requisition in H.T.E.: 506229

Funding Account(s): 485-4941-621-8164

Total Budget: \$1,817,000.00

Design Budget: \$500,000.00

Construction Budget: \$1,317,000.00

Comments: Budget verified through PBO by Jessica Rio, TNR's PBO analyst

- Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ☐ Not Verified ☒ by Auditor.**REQUIRED AUTHORIZATIONS:**

Purchasing	Bonnie Floyd	Completed	01/06/2011 9:11 AM
Purchasing	Cyd Grimes	Completed	01/07/2011 8:00 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/10/2011 8:02 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

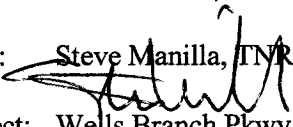
STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

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

January 4, 2011

MEMORANDUM

To: Marvin Brice, Assistant Purchasing Agent

From: Steve Manilla, TNR Executive Manager


Subject: Wells Branch Pkwy Extension
RFQ# Q100168-JW
Professional Services Agreement for Engineering Design

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

Propose Motion:

Consider and take appropriate action on staff's recommendation for awarding a Professional Services Agreement with CP&Y, Inc for Wells Branch Pkwy Extension project, in Precinct Two.

Summary and Staff Recommendations:

On July 26, 2010, TNR request the Purchasing Office to obtain professional engineering services for the design of the Wells Branch Pkwy Extension project. Purchasing Office, together with TNR Public Works, developed an RFQ for these services and on September 8, 2010 received Statements of Qualifications from twenty (20) firms. On October 26, 2010, the Commissioners Court approved staff's recommendation for beginning negotiation of a Professional Services Agreement with CP&Y, Inc.

The Professional Services Agreement will be for the development of Plans, Specifications and Estimates for the extension of Wells Branch Pkwy from its existing western terminus at Killingsworth Lane eastward approximately one mile to a point where it will reconnect with Killingsworth Lane, essentially by-passing a section of Killingsworth Lane having poor roadway geometry. The improved roadway will follow right-of-way previously dedicated by Sun Communities, the developer of Boulder Ridge Estates. The improvements will terminate near the south property line of Travis County's Northeast Metro Park and near a future Pflugerville ISD facility site. When completed it will provide a safer roadway for users of the park as well as the school facility coming from and going to IH-35.

This roadway is included in CAMPO 2035 Regional Transportation Plan. Design services will be performed for the ultimate 6-lane arterial with bike lanes and sidewalks however the construction will be phased and only 2-lanes of the ultimate six will be included in the initial construction contract.

Staff has completed the negotiation of the Professional Services Agreement with CP&Y and recommends Commissioners Court approving the award of the Professional Services Agreement.

Budgetary and Fiscal Impact:

Funding for this project will come from Capital Metro Build Central Texas Grant Funds. Estimated construction cost is approximately \$6M for the ultimate 6-lane arterial and \$2.2M for the initial 2-lane road. Additional construction funding is also available from a 1999 Road Construction Agreement with Sun Communities in the amount of \$500K. The cost of professional services for design, survey, geotechnical investigations, and permitting of the 6-lane arterial, and preparing construction plans for two lanes, is \$423,357.35. Funding for the professional services contract has been encumbered in the following funding source:

Req ##506229

Account #485-4941-621-8164

Project Number: M06485

Comm/sub-comm: 968/057

Issues and Opportunities:

The layout of the initial 2-lane road will be similar to the existing Wells Branch Pkwy between Immanuel Road and Killingsworth Lane where only the two westbound lanes of the ultimate 6-lane arterial were constructed and are currently functioning in a two-way operation. A bike lane and sidewalk will also be included in the initial 2-lane road.

Similar roadway design and construction scheme is being prepared by a developer that acquired the Fossil Creek Development property, which was a 2005 voter approved Public-Private Project that did not materialize. When completed, it will extend Wells Branch Parkway another mile eastward to Cameron Road.

Sun Communities previously dedicated 124' of right-of-way and will be dedicating an additional 16' to accommodate the ultimate six lane roadway which requires 140'. An amendment to Sun's 1999 agreement is nearing completion and will be presented to Court within a few weeks.

Attachments:

Scope of Services and Fees

Project Location Map

CC: Jason Walker, Purchasing Office
Cynthia McDonald, Donna Williams-Jones, Bruni Cruz, TNR Financial Services
Steve Sun, P.E., Roger Schuck, P.E., TNR Public Works

GM200I13

TRAVIS COUNTY

1/06/11

Fiscal Year 2011

Account Balance Inquiry

07:28:57

Project Req'd

Account number . . . : 485-4941-621.81-64
 Fund : 485 REGIONAL MOBILITY & TRANS
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 41 ROAD & BRIDGE MAINTENANCE
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 81 CAPITAL OUTLAY
 Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	522,354	01/05/2011
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	127.41	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	423,357.35	
Total expenditures & encumbrances:	:	423,484.76	81.1%
Unencumbered balance	:	98,869.24	18.9

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

PI200R01

TRAVIS COUNTY
Pre-Encumbrance Detail1/06/11
07:31:58

Account number: 485-4941-621-81.64

CAPITAL OUTLAY / PURCH SVC-INFRASTRCTR RDS

Position to Requisition number _____

or Po number _____

Type selections, press Enter.**F1=Select**

Opt	Requisition Number	Purchase Order	Amount	Year	Project
—	0000506229		97,432.35	2011	M04485
—	0000506229		325,925.00	2011	M06485

F12=Cancel

PURCHASE REQUISITION NBR: 0000506229

REQUISITION BY: BRUNILDA CRUZ 854-7679 STATUS: AUDITOR APPROVAL DATE: 7/26/10
 REASON: 53933 ROADS-CIP PENDING AWARD ATTN: MARVIN BRICE
 SHIP TO LOCATION: AS INDICATED BELOW SUGGESTED VENDOR: CP & Y, INC. DELIVER BY DATE: 7/26/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PROFESSIONAL SERVICES FOR THE WELLS BRANCH PARKWAY EXTENSION PROJECT A MILE OF 6-LANE ROADWAY BCT FUNDS - CAP METRO GRANT COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SERVICES-ROAD CONSTRUCT	423357.35	DOL	1.0000	423357.35	
REQUISITION TOTAL:					423357.35	

A C C O U N T		I N F O R M A T I O N		AMOUNT
LINE #	ACCOUNT	PROJECT	%	
1	48549416218164	M04485	23.01	97432.35
	CAPITAL OUTLAY	FY04 REGION'L MOBILITY		
1	48549416218164	M06485	76.99	325925.00
	CAPITAL OUTLAY	FY06 REGION'L MOBILITY		
	PURCH SVC-INFRASTRCTR RDS			
	PURCH SVC-INFRASTRCTR RDS			
				423357.35

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20100726 RT
 9/22/10 RETURNED.GMC
 12/29/10 RETURNED.GMC



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: Lee Perry, Purchasing, 854-9724

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 6 to Contract No. 05AE0140JJ, Halff Associates for McKinney Falls Parkway.

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.

TNR requests the approval of Change Order number six (6) for the above contract. This Change Order is for additional construction administration scope to coordinate and plan modifications required as a result of construction of phase I and phase II, as well as inclusion of property owner requests, stemming from County negotiations. This Change Order will increase the contract by \$48,400.00 from \$775,838.24 to \$824,238.24. Modification number one (5) increased the not-to-exceed contract amount by \$47,315.00 from \$728,523.24 to 775,838.24. This modification was for integration of the City of Austin's 48-inch water main into the design plan. Modification number four (4) increased the not-to-exceed contract amount by \$191,017.91 from \$537,505.33 to \$728,523.24. This modification added the development of Thraxton Road culvert design. Modification number three (3) increased the not-to-exceed contract amount by \$8,000.00 from \$529,505.33 to \$537,505.33. This modification allowed for additional surveying services and included five more sketches and eleven more perimeter descriptions to the existing project. Modification number two (2) increased the not-to-exceed contract amount by \$147,066.75 from \$382,438.58 to \$529,505.33. This modification allowed for two sets of construction documents to be prepared. One with two lanes of traffic, and one with four lanes of traffic. Modification number one (1) increased the not-to-exceed contract amount by \$21,593.83 from \$360,844.75 to \$382,438.58. This modification was for additional existing services.

Contract Expenditures: Within the last 12 months \$8,699.00 has been

spent against this contract / requirement.

Contract-Related Information:

Award Amount: \$360,844.75

Contract Type: Professional Services Agreement

Contract Period: Through Completion

Contract Modification Information:

Modification Amount: \$48,400.00

Modification Type: Not-to-Exceed

Modification Period: Through Completion

Solicitation-Related Information: N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Special Contract Considerations: N/A

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

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

___ Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: 518834

Funding Account(s): 473-4931-808-8164

Comments:

Statutory Verification of Funding:

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/07/2011 9:46 AM
Purchasing	Cyd Grimes	Completed	01/10/2011 12:02 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/10/2011 12:28 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: 05AE0140JJ McKinney Falls Parkway PAGE 1 OF 10 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: December 21, 2010
ISSUED TO: Halff Associates Attn: Shawn Bertram 4030 West Braker Lane, Ste. 450 Austin, Texas 78660	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: December 22, 2004

ORIGINAL CONTRACT TERM DATES: **December 22, 2004 – Through Completion**CURRENT CONTRACT TERM DATES: **December 22, 2004 – Through Completion****FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$360,844.75Current Modified Amount \$824,238.24**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

- A. Reference EXHIBIT I, Section 1, "Basis for Compensation." The Not-to-Exceed (NTE) fee is changed from \$775,838.24 (as amended by Modification No. 5 dtd July 9, 2009), to \$824,238.24 an increase of \$48,400.00.
- B. The attached revised Scope of Services is made a part of the contract. This modification will add the attached scope of services (Attachment 1) for the Construction Phase I and Phase II, as well as inclusion of property owner design requests, stemming from county negotiations.
- C. Addition of this scope constitutes the following changes:

DRAFT

The Construction Phase I and Phase II includes the following tasks:

TASK 1 – Bid Preparation Package:	\$7,656.00
TASK 2 – Carma Modifications:	\$9,348.00
TASK 3 – Construction Administration:	\$24,444.00

The inclusion of property owner design requests, stemming from county negotiations includes the following task:

TASK 4 - RKS Driveway Design:	\$6,520.00
-------------------------------	------------

REIMBURSABLES:	\$432.00
----------------	----------

ADDITIONAL SERVICES TOTAL: \$48,400.00**THE NEW NTE CONTRACT TOTAL: \$824,238.24.24****Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.****Note to Vendor:****[XXX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.****[] DO NOT execute and return to Travis County. Retain for your records.**

LEGAL BUSINESS NAME: <u>Halff Associates, Inc.</u>	<input type="checkbox"/> DBA
BY: <u><i>Michael A. Moya</i></u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Michael A. Moya, PE, CFM</u>	DATE:
PRINT NAME	<u>1-3-11</u>
TITLE: <u>Vice President</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



4030 West Braker Lane, Ste 450
Austin, Texas 78759
(512) 252-8184
Fax (512) 252-8141

November 22, 2010

AVO: 22898

Mr. Chiddi N'Jie, P.E. – Travis County TNR
411 West 13th Street, 9th Floor
Austin, TX 78767

RE: McKinney Falls Parkway – Construction Administration Services

Dear Chiddi:

Enclosed is a proposal for Halff Associates to perform additional Construction Administration Services for the McKinney Falls Parkway Road Improvement project in Travis County. The purpose of the additional services is to include the following:

- 1) Bid Preparation Package – Includes additional bid related services for Phase I and II plans such as quantity updates, contractor clarifications, etc. required due to concurrent plan bidding and construction.
- 2) Carma Development Modifications – Includes additional design and coordination to include median breaks and turn lanes as a result of County negotiations with property owner.
- 3) Construction Administration – Includes additional meetings, RFI's, submittals, plan modifications and record drawings as a result of constructing Phase I and Phase II plans concurrently. This item is generally comprised of Phase II services as this effort was never included in the original contract or subsequent amendments.
- 4) RKS Driveway Design – Includes additional design and coordination to include two driveway connections on McKinney Falls as a result of County negotiations with property owner.

Attachment "A" details the scope of the construction phase services to be provided along with a fee breakdown. Attachment "B" includes items which are not included in this proposal. Attachment "C" provides the hourly rates for the project along with a labor breakdown. Attachment "D" provides the hourly breakdown that supports the fee schedule. If you have any questions, please do not hesitate to call me. Thank you.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Shawn M. Bertram".

Shawn M. Bertram, P.E.
Project Manager

Reg # 518834
PO # 372760

AUSTIN • DALLAS • FORT WORTH • HOUSTON • McALLEN • FRISCO • SAN ANTONIO

TRANSPORTATION • WATER RESOURCES • LAND DEVELOPMENT • MUNICIPAL • ENVIRONMENTAL • STRUCTURAL
MECHANICAL • ELECTRICAL • SURVEYING • GEOGRAPHIC INFORMATION SYSTEMS
ARCHITECTURE • LANDSCAPE ARCHITECTURE • PLANNING

TASK 2: CARMA MODIFICATIONS

2.1 Design Modifications

1. Median Breaks - This task provides for design of two median breaks with left turn lanes at locations negotiated with Carma Development. Includes analysis of 'best fit' locations, design and updating sealed sheets as well as updating quantities and cost estimate.
2. Driveways - This task provides for design of two driveway stub-outs at locations consistent with the median breaks. Includes analysis of 'best fit' locations, design and updating sealed sheets as well as updating quantities and cost estimate.
3. Detention Pond - This task provides for re-evaluation of detention pond at Carma's request and providing minor modifications to the sealed plan sheet.
4. ROW Modifications - This task provides for modifications to the plans that change easements to proposed right-of-way as a result of negotiations between the County and Carma. Includes modification to all plan view sheets and changing silt fence locations.

2.2 Coordination

1. Meetings - This task provides for preparation and attendance of two (2) meetings at locations designated by the County to coordinate and negotiate property owner requests due to roadway design.
2. Correspondence - This task provides for correspondence necessary to clarify proposed designs with Carma. Includes emails, phone conversations, providing exhibits and documents.

TASK 3: CONSTRUCTION ADMINISTRATION

3.1 Phase I

1. Construction Meetings - Attend four (4) site meetings at the construction location at the request of the County. This includes meeting preparation and documentation.

3.2 Phase II

1. Construction Meetings - Attend six (6) site meetings at the construction location at the request of the County. This includes meeting preparation and documentation. Also includes attendance of two (2) TDLR site meetings. First meeting will include the initial walkthrough with TDLR and the second will be to review the contractor corrections to address comments.
2. RFI's - Review and respond to Requests for Information (RFI's) provided by the contractor. This may include engineering analysis and written responses. A maximum of twelve (12) RFI's are included.

PROPOSED FEE SUMMARY
for
McKINNEY FALL PARKWAY ROADWAY IMPROVEMENTS
TRAVIS COUNTY, TEXAS

Task 1 – BID PREPARATION PACKAGE

I. Task 1.1 – Phase I

1.1.1 Quantity Modifications & Estimates \$ 1,132.00

Subtotal Task 1.1 \$ 1,132.00

II. Task 1.2 –Phase II

1.2.1 Quantity Modifications & Estimates \$ 2,850.00

1.2.2 Contractor Clarifications \$ 3,194.00

1.2.3 Evaluate & Review Bids \$ 480.00

Subtotal Task 1.2 \$ 6,524.00

Task 2 – CARMA MODIFICATIONS

I. Task 2.1 – Design Modifications

2.1.1 Median Breaks \$ 2,128.00

2.1.2 Driveways \$ 1,064.00

2.1.3 Detention Pond \$ 1,304.00

2.1.4 ROW Modifications \$ 2,128.00

Subtotal Task 2.1 \$ 6,624.00

II. Task 2.2 – Coordination

2.2.1 Meetings \$ 1,552.00

2.2.2 Correspondence \$ 1,172.00

Subtotal Task 2.2 \$ 2,724.00

Task 3 – CONSTRUCTION ADMINISTRATION

I. Task 3.1 – Phase I

3.1.1 Meetings \$ 1,920.00

ATTACHMENT “B”

ITEMS NOT INCLUDED IN PROPOSAL

1. Public involvement
2. Survey services (boundary or topographic)
3. SUE services
4. Filing or permit fees
5. Construction staking
6. Construction inspection
7. Quality control and material testing services during construction
8. Reviewing and evaluating alternate designs proposed by contractor (other than identified in proposal)

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this proposal. Any required additional services will be separately identified and negotiated and such additional scope and commensurate fee will be executed/authorized under a supplemental agreement to this proposal/contract

ATTACHMENT "D"**LABOR BREAKDOWN**

Description	Hourly Rates						Totals
	Principal	PM	PE	EIT	CADD	Admin	
	\$180	\$148	\$120	\$86	\$60	\$53	
Task 1.1 - Phase I	0	0	8	2	0	0	\$1,132
1.1.1 Quantity Mods & Estimates			8	2			\$1,132
Task 1.2 - Phase II	0	0	44	12	0	4	\$6,524
1.2.1 Quantity Mods & Estimates			20	4		2	\$2,850
1.2.2 Contractor Clarifications			20	8		2	\$3,194
1.2.3 Evaluate & Review Bids			4				\$480
Task 2.1 - Design Mods	0	0	18	24	40	0	\$6,624
2.1.1 Median Breaks			4	8	16		\$2,128
2.1.2 Driveways			2	4	8		\$1,064
2.1.3 Detention Pond			8	4			\$1,304
2.1.4 ROW Mods			4	8	16		\$2,128
Task 2.2 - Coordination	0	4	16	0	0	4	\$2,724
2.2.1 Meetings		4	8				\$1,552
2.2.2 Correspondence			8			4	\$1,172
Task 3.1 - Phase I	0	0	16	0	0	0	\$1,920
3.1.1 Meetings			16				\$1,920
Task 3.2 - Design Mods	0	4	120	60	36	4	\$22,524
3.2.1 Meetings		2	24				\$3,176
3.2.2 RFI's			64	16		4	\$9,268
3.2.3 Submittals			16	12			\$2,952
3.2.4 Plan Mods		2	8	12	12		\$3,008
3.2.5 Record Drawings			8	20	24		\$4,120
Task 4.1 - RKS Design Mods	0	0	12	20	24	0	\$4,600
4.1.1 Driveways			12	20	24		\$4,600
Task 4.2 - Coordination	0	0	16	0	0	0	\$1,920
4.2.1 Meetings			8				\$960
4.2.2 Correspondence			8				\$960
GRAND TOTAL:							\$47,968



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

December 9, 2010

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
(Handwritten signature: Cyd Grimes)
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Modification #6 – McKinney Falls Parkway Project
Contract #05AE0140JJ
PO #372760

RECEIVED
TRAVIS COUNTY
2010 DEC 15 AM 9:32
PURCHASING
OFFICE

TNR requests the approval of change order number six (6) for the above contract. This modification is for additional construction administration scope to coordinate and plan modifications required as a result of construction Phase I and Phase II, as well as inclusion of property owner design requests due to County negotiations. This modification will increase the above contract by \$48,400.00 from \$775,838.24 to \$824,238.24. The \$48,400.00 is encumbered under requisition number 518834 and the commodity/sub-commodity is 968/057.

If you have any questions or require additional information please contact Brunilda Cruz at extension 47679.

BC:JPG:bc

Copy: Lee Perry, Purchasing
Chiddi N'Jie, TNR
Brunilda Cruz, TNR
(Handwritten signature: Lee Perry)

PI310I01

TRAVIS COUNTY
Purchase Order Inquiry

12/21/10
09:30:52

P.O. Number :	372760				
Change nbr :	1	Date :	11/17/09	PERRYJ	Ordered . . :
Status :	5	PARTIALLY RCVD AND INVCED			Invoiced :
Type :	P	PURCHASE ORDER			Liquidated :
Date :	8/23/07				Balance . . :
Vendor :	54784	HALFF ASSOCIATES			Last rec :
Ship to . . :	Z1	TNR ADMIN - 11TH FLR			Last inv :
Invoice to . :	AD	AUDITOR			Freight amt :
Buyer . . . :	CONTRACT				Adjustment :
Confirm by :	GEORGE PRALL, PE				Sales tax :
Ship via . . :					
F.O.B. . . . :					Addt'l tax :
Freight . . . :					Retainage % :
Contract nbr :	05AE0140JJ				Deliver by :
Payment Discount :	0.00%	Order Discount :	0.00%		
Terms : Nbr days disc due :		Net :		User ID . . :	PERRYJ
Requisition Nbr :	0000474606	Date :	6/26/09	Date posted :	11/17/09
By :	BRUNILDA CRUZ 854-7679			Acct nbr :	47549937506099
				Project :	X4L006

F2=Items F3=Exit F8=Remarks F9=Invoices F12=Cancel F13=Vendor inquiry
F16=Rec/Inv Comments F18=Receipt Inq F24=More Keys

PI625I02

TRAVIS COUNTY
Purchase Requisition

1/06/11
08:05:01

Number : 0000518834
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : 53933 ROADS-CIP MOD PO #372760 CONT PS090083JW
By : BRUNILDA CRUZ 854-7679
Date : 12/09/10
Vendor : 54784 HALFF ASSOCIATES
Contract nbr :
Ship to : AI AS INDICATED BELOW
Deliver by date : 12/09/10
Buyer :
Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line# Quantity UOM Description

-	1	47968.00	DOL ADDITIONAL DESIGN SERVICES
			MOD #16 FOR ADDITIONAL CONSTRUCTION
			ADMINISTRATION SCOPE TO COORDINATE AND PLAN

+

COMMENTS EXIST

Total: 48400.00

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

GM200I13

TRAVIS COUNTY

1/06/11

Fiscal Year 2011

Account Balance Inquiry

08:17:39

Account number . . . : 473-4931-808.81-64
 Fund : 473 U/T ROAD BONDS 2006
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 31 RD CAPACITY/BRIDGE REPLMT
 Activity basic : 80 CAPITAL PROJECTS
 Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
 Element : 81 CAPITAL OUTLAY
 Object : 64 PURCH SVC-INFRASTRCTR RDS

Project Req'd

Original budget	:	0	
Revised budget	:	2,858,984	11/01/2010
Actual expenditures - current . . .	:	321,968.83	
Actual expenditures - ytd	:	118,089.56-	
Unposted expenditures	:	.00	
Encumbered amount	:	162,316.84	
Unposted encumbrances	:	4,537.50-	
Pre-encumbrance amount	:	98,400.00	
Total expenditures & encumbrances:		460,058.61	16.1%
Unencumbered balance	:	2,398,925.39	83.9

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: John Pena, Purchasing, 854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 1 to Professional Service Agreement No. PS100185-JE for the Pass-Through Financing Program Application Service to Klotz Associates, Inc.

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.

TNR requests the approval of Change Order No. One (1) for the above contract. This modification will increase the contract amount and extend the contract completion date through completion of the application process. This Change Order will increase the contract by \$9,850.00 from \$18,500.00 to \$28,350.00.

Contract Expenditures: Within the last 12 months \$18,500.00 has been spent against this contract.

Contract-Related Information:

Award Amount: \$18,500.00

Contract Type: Professional Services

Contract Period: April 12, 2010 - May 11, 2010

Contract Modification Information:

Modification Amount: \$9,850.00 (Firm Amount)

Modification Type: Professional Services

Modification Period: Through completion of the application process

Solicitation-Related Information: N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Special Contract Considerations: N/A

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

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

___ Comments:

- **Funding Information:**

Purchase Requisition in H.T.E.: 520383

Funding Account(s): 001-4901-621-4007

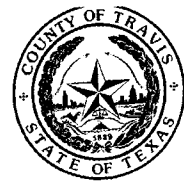
Comments:

Statutory Verification of Funding:

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/07/2011 9:45 AM
Purchasing	Cyd Grimes	Completed	01/07/2011 8:44 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/10/2011 8:03 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

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

January 5, 2011

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Steve Manilla, P.E., Executive Manager

SUBJECT: TXDoT Pass-Through Toll Financing Program

Proposed Motion:

Consider and take appropriate action on a request to approve Contract Modification #1 to Klotz Associates Professional Services Agreement to increase the contract amount by \$9,850 and to extend the Contract Completion Date to April 1, 2011 for revising a Pass Through Finance grant application and submitting it by March 1, 2011 for improvements to FM 1626, in Precinct 3

Summary and Staff Recommendations:

Travis County utilized the services of Klotz Associates to prepare and submit a TxDot Pass Through Finance application for improvements to FM1626 and FM2304 in 2010 but the project was not selected. Since that time Commissioner Huber and TNR staff have discussed ways to improve the competitiveness of our application with TXDoT staff. In addition to improving our responses to specific categories of questions it was suggested by TXDoT that we remove FM 2304 from our application, increase the limits of improvements from Brodie Lane to IH-35 (instead of FM 2304), and consider offering to pay part of the construction cost without receiving reimbursement. TXDoT has offered to complete the improvements to FM 2304, most likely by applying to CAMPO for STPMM grant funds for which a Call for Projects is anticipated in spring 2011. If the County is unsuccessful with its revised Pass Through Application TXDoT will submit a STPMM grant request for it as well. TXDoT's suggestion to extend the limits of the County's FM 1626 application would add tens of millions of dollars to the project cost and TNR does not recommend taking on the additional cost. However, to offset this negative factor TNR recommends paying 50% of the construction cost without reimbursement from TXDoT..

We were unsuccessful in getting selected in 2010 but a new Call for Projects has been issued by TxDot for 2011. TXDoT has advised interested parties that they must submit their completed applications no later than March 1, 2011. To meet the deadline TNR requests a modification to the existing PSA with Klotz Associates. Our 2011 application will be a downscaled version of the 2010 application, per recommendations suggested by TxDot to make it more competitive. The 2010 application needs to be revised to update project information and include changes that reflect the project downsampling (see attached scope of services). Klotz has the prior experience needed to meet the submittal deadline.

TNR recommends approving a Contract Modification to increase Klot's contract amount by \$9850 and to extend the contract completion date to April 1, 2011.

Budgetary and Fiscal Impacts:

Assuming the Contract Mod is approved at the January 12 Voting Session, there will be 32 working days to complete the revised packet. To help ensure the application is made on time and is of good quality Klotz will be able to utilize the base information and exhibits from the work they completed previously for \$18,500. TNR has coordinated with Purchasing to modify Klotz's Professional Services Agreement as quickly as possible. The Contract Modification will increase the original contract amount by \$9,850 to a new total of \$28,350 and will extend the contract period to April 1, 2011. Fund source information for Klotz's proposed fees for this work is as follows:

Account Number: 001-4901-621-4007

Source: TNR's FY 2011 Contingency account for appraisals, review fees and other project costs

Requisition Number: 520383

Com/Sub: 918/096

Issues and Opportunities:

The revised application must be submitted to TXDoT by March 1, 2011. TNR has coordinated with Purchasing to expedite the Contract Modification. When the grant application is completed TNR will submit it to PBO who will then present it to Court for approval. To meet PBO's schedule the application must be completed by February 8, 2011.

TNR is working with TXDoT and LJA Engineering to determine if the scope of the County's FM 973 2010 application can be effectively reduced to improve its competitiveness.

TNR will be meeting with TXDoT to determine the feasibility of applying for a Pass Through Finance project for improvements to FM 969 in the Austin's Colony area. The limited amount of time available may preclude us from submitting an application unless the scope of proposed improvements can be restricted to a short segment of the roadway.

Required Authorizations:

Jessica Rio, Planning & Budget Office

Tom Nuckols, Assistant County Attorney

Attachment:

Transportation Commission Minute Order; 2011 Pass Through Finance Program Call for Projects

Klotz Associates Scope of Work and Fee Proposal for Contract Modification #1

CC:

Cynthia McDonald, Donna Williams-Jones, TNR Financial Services

Hannah York, Auditors Office

Marvin Brice- Purchasing

Steve Sun, P.E., Public Works

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

Page 1 of 3

ALL Districts

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

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

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

The commission finds that monies available under the program for allocation to new pass-through toll projects are limited to an estimated \$250 million in funds from Category 12, Strategic Priority, of the 2010 Unified Transportation Program (Category 12 funds). In order to extend use of the funds to the greatest number of highway improvement projects and to allow both public and private entities to have an equal chance to participate in the program, the commission determines that from the date of this minute order until the expiration of the 2011 fiscal year, or such additional time as needed for negotiation and execution of the individual agreements, proposals for projects to be developed under the program will only be accepted in accordance with the terms of this minute order.

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

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

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

Page 2 of 3

ALL Districts

IT IS THEREFORE ORDERED that during the period of time beginning on December 16, 2010 and continuing until August 31, 2011, or such additional time as needed for negotiation and execution of the individual agreements, proposals for pass-through toll projects to be developed under the program will only be accepted if the proposals are in compliance with the following conditions:

- (1) proposals may be submitted by both public and private entities;
- (2) submissions will be for highway projects on the state highway system only;
- (3) proposals for a new location facility or realignment of an existing roadway will only be considered if a commission minute order exists at the time of submission that designates the new location or realignment as part of the state highway system;
- (4) only the following category of project costs described in §5.53(a)(11) of the rules will be considered as eligible for reimbursement under the program: construction cost, exclusive of construction engineering cost, and in the case of a pass-through toll project submitted as a design-build project, the construction cost, exclusive of construction engineering costs must be broken out separately as one component of the total project cost;
- (5) the value of development and implementation services and products for the project, including but not limited to environmental studies and mitigation, right-of-way acquisition, engineering, and construction inspection services that have been or will be provided by the department, will be deducted from the eligible reimbursement amounts;
- (6) federal and state funding that is otherwise programmed for or committed to a proposed pass-through toll project will not be considered as part of the proposer's contribution, nor may it be reimbursed under the program;
- (7) the estimated total amount of funds available to be allocated among the selected proposals will be \$250 million in Category 12 funds for the entire reimbursement period of all selected proposals;
- (8) the deadline for submitting proposals will be 60 days after publication of notice in the Texas Register soliciting proposals in accordance with this minute order;
- (9) in the event that an alternative funding source or a significant increase in Category 12 funding becomes available for use in the program prior to August 31, 2011 or any extended date, the commission may authorize an additional deadline period for submitting proposals to be in compliance with conditions specific to the new period, in accordance with the requirements of §5.54 of the rules; and

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER


Page 3 of 3

ALL Districts

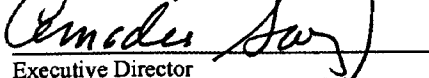
- (10) in the event that a critical transportation need arises which can be addressed with a pass-through toll agreement, or an alternative funding source becomes available for a specific transportation project, the commission may, at any time and irrespective of the limitations above, authorize acceptance of an individual proposal for development of a pass-through toll project to meet that need or utilize those funds, provided that the proposal otherwise complies with the rules.

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

Submitted and reviewed by:


Assistant Executive Director for
Engineering Operations

Recommended by:


Executive Director
112526 DEC 16 10

Minute
Number

Date
Passed

EXHIBIT XX

SCOPE OF WORK

The Scope of Work for the consultant will be as follows:

The Consultant will prepare the TxDOT Pass-Through Financing Program application to be in compliance with current (2011) TxDOT requirements for said program. The Consultant will utilize the previously prepared Pass-Through Financing Application prepared by Klotz Associates, Inc. and submitted in May 2010. The consultant will respond and submit the updated document in the required format to TxDOT on or before *March 1, 2011, 3:00 P.M., C.S.T.*

The scope of work includes the following tasks:

- Review new 2011 application documents, rules and requirements
- Revise and update project details (typical sections, conceptual layouts, exhibits, etc.)
- Update the Project Cost Estimates
- Complete Application Forms including letters, reports, summaries, and any other documents required for a complete application
- Assemble the Pass-Through Application (including Forms, Reports, Text, estimates, letters, etc.)
- Meetings and coordination with Travis County, CAMPO, and TxDOT
- *Lump sum fee of \$9,850.*

The project for which the application is to be submitted is: alignment and widening improvements to FM 1626 from Brodie Lane to FM 2304 (Manchaca) in Austin, TX.

The Scope of Work for the County will include:

- Assistance to the Consultant in preparing the application documents listed above.
- Timely reviews of application and required documents.
- Assistance in obtaining signatures for letters, forms, etc. as required to complete the application

MODIFICATION OF CONTRACT NUMBER: PS100185JE Pass-Through Finance Application Program**PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: John E. Pena TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 6, 2011
ISSUED TO: Klotz Associates 901 South Mopac Expressway Building V, Suite 220 Austin, Texas 78746	MODIFICATION NO.: One (1)	EXECUTED DATE OF ORIGINAL CONTRACT: April 12, 2010

ORIGINAL CONTRACT TERM DATES: April 12, 2010 through December 31, 2010 CURRENT CONTRACT TERM DATES: April 12, 2010 through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$18,500.00

Current Modified Amount \$28,350.00.

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

- A. Contract Modification No. 1 changes the contract amount from \$18,500.00 to \$28,350.00, an increase of \$9,850.00, and revises the Pass-Through Finance grant application, originally submitted on April 6, 2010, for improvements to FM 1626, in Precinct 3. Services to be completed in accordance with the Scope of Work attached hereto as Exhibit A, and made a part hereof. Grant application to be submitted to TxDOT by March 1, 2011.
- B. Extend the performance period through the completion of the revised application process.

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

Note to Vendor/City:

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

LEGAL BUSINESS NAME: Klotz AssociatesBY: _____
SIGNATUREBY: Scott Dukette
PRINT NAMETITLE: Vice President
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:

EXHIBIT A

SCOPE OF WORK

The Scope of Work for the consultant will be as follows:

The Consultant will prepare the TxDOT Pass-Through Financing Program application to be in compliance with current (2011) TxDOT requirements for said program. The Consultant will utilize the previously prepared Pass-Through Financing Application prepared by Klotz Associates, Inc. and submitted in May 2010. The consultant will respond and submit the updated document in the required format to TxDOT on or before *March 1, 2011, 3:00 P.M., C.S.T.*

The scope of work includes the following tasks:

- Review new 2011 application documents, rules and requirements
- Revise and update project details (typical sections, conceptual layouts, exhibits, etc.)
- Update the Project Cost Estimates
- Complete Application Forms including letters, reports, summaries, and any other documents required for a complete application
- Assemble the Pass-Through Application (including Forms, Reports, Text, estimates, letters, etc.)
- Meetings and coordination with Travis County, CAMPO, and TxDOT
- *Lump sum fee of \$9,850.*

The project for which the application is to be submitted is: alignment and widening improvements to FM 1626 from Brodie Lane to FM 2304 (Manchaca) in Austin, TX.

The Scope of Work for the County will include:

- Assistance to the Consultant in preparing the application documents listed above.
- Timely reviews of application and required documents.
- Assistance in obtaining signatures for letters, forms, etc. as required to complete the application

GM200I13

Fiscal Year 2011

TRAVIS COUNTY

Account Balance Inquiry

1/06/11

10:35:29

Account number	:	1-4901-621.40-07
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	01 COMMON MANAGEMNT FUNCTION
Activity basic	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	40 PROFESSIONAL SERVICES
Object	:	07 CONSULTING

Original budget	:	73,500	
Revised budget	:	60,500	10/22/2010
Actual expenditures - current	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	9,850.00	
Total expenditures & encumbrances:	:	9,850.00	16.3%
Unencumbered balance	:	50,650.00	83.7

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

PI625I02

TRAVIS COUNTY
Purchase Requisition

1/06/11
 10:46:09

Number : 0000520383
 Type : 1 PURCHASE REQUISITION
 Status : READY FOR BUYER PROCESS
 Reason : ENC FUND PENDING MOD CONT#PS100185JE ATTN:J PENA
 By : DONNA WILLIAMS 854-7677
 Date : 1/03/11
 Vendor : 45047 KLOTZ ASSOCIATES INC
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 1/03/11
 Buyer : JE JOHN PENA
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
- 1	9850.00	DOL	ADDITIONAL SERVICES FOR FY 2011 TXDOT PASS THROUGH FINANCE GRANT APPLICATION

COMMENTS EXIST

F3=Exit F7=Alternate view

F10=Approval info F12=Cancel F20=Comments

Total: 9850.00
F9=Print

+



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: Jorge Talavera, Purchasing, 854-9762

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. Two (2) to Contract No. PS100184JT, for Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services for the Travis County Correctional Complex (TCCC) Mini-Projects to Stanley Consultants. _____.

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.

This contract requires the Consultant to provide MEP engineering services for the project entitled "Travis County Correctional Complex (TCCC) Mini-Projects" at the TCCC, 3614 Bill Price Road, in Del Valle, Texas. The project consists of designing renovation work at Buildings 100, 102, 106 and 130 at the TCCC.

The proposed Modification No. 2 will require the Consultant to revise the design of Building 130 as per County staff proposed layout changes.

Modification No. 1 added engineering services for Building 102 which required the Consultant to research and document one HVAC system for which there was no as-built information available, and research and develop construction documents to utilize a larger emergency generator and associated equipment.

Modification No. 2 will increase the contract by \$15,000.00, from \$56,050.00 to \$71,050.00. Because this modification will cause the contract to exceed 25 percent of the original contract amount, this modification requires Commissioners Court approval. The Purchasing Office concurs with the recommendation submitted by the Facilities Management Department.

Contract Expenditures: Within the last 12 months \$37,469.78 has been spent against this contract.

Contract Modification Information:

Modification Amount: \$15,000.00 (\$14,900.00 plus \$100.00 Not-to-Exceed

Reimbursables)

Modification Type: Professional Service Agreement

Contract Period: Through project completion

Special Contract Considerations: N/A

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

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

___ Comments:

- **Funding Information:**

Purchase Requisition in H.T.E.: 520335

Funding Account(s): 510-9711-804-8102

Comments:

- **Statutory Verification of Funding:**

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/07/2011 9:44 AM
Purchasing	Cyd Grimes	Completed	01/07/2011 7:50 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/10/2011 8:03 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: PS100184JT Mechanical, Electrical and Plumbing (MEP) Engineering Services for the Travis County Correctional Complex (TCCC) Mini-Projects

PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jorge Talavera TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 5, 2011
ISSUED TO: Stanley Consultants Attn: Mitchel Ortego, P.E. 6836 Austin Center Boulevard, Ste. 350 Austin, Texas 78731	MODIFICATION NO.: Two	EXECUTED DATE OF ORIGINAL CONTRACT: April 9, 2010
ORIGINAL CONTRACT TERM DATES: <u>Through Project Completion</u>		CURRENT CONTRACT TERM DATES: <u>Through Project Completion</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$49,850.00Current Modified Amount \$71,050.00**DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:**

- A. The following services for re-designing the Building 130 MEP Renovations are hereby added to the contract as detailed in the letter and scope of services attached as pages 2 – 3 of this modification.
- B. As a result, Exhibit 1, Compensation for Professional Services and Schedule of Payments, shall read as follows:
1. Reference Exhibit 1, Section 1:
 - a. The Basic Services Sum is changed from \$55,950.00 (as amended by Modification No. One, dated July 30, 2010) to \$70,850.00, an increase of \$14,900.00.
 2. Reference Exhibit 1, Section 1, Paragraph 1.1.1 (i), Design Phase:
 - a. The Design Phase Services Sum is changed from \$49,950.00 (as amended by Modification No. One, dated July 30, 2010) to \$64,850.00, an increase of \$14,900.00.
 3. Reference Exhibit 1, Section 5:
 - a. The "Total Agreement Sum" is changed from a not-to-exceed sum of \$56,050.00 (\$55,950.00 Basic Services and \$100.00 Reimbursable Expenses) (as amended by Modification No. One, dated July 30, 2010) to a not-to-exceed sum of \$71,050.00 (\$70,850.00 Basic Services and \$200.00 Reimbursable Expenses), an increase of \$15,000.00.
- C. All other terms and conditions remain unchanged.

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

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>Stanley Consultants</u>	<input type="checkbox"/> DBA
BY: <u>Mitchel Ortego</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Mitchel Ortego, P.E.</u>	DATE: <u>01/05/2011</u>
PRINT NAME	
TITLE: <u>Project Principal</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>MB</u>	
CYD V GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



November 17, 2010

Mr. Jorge Talavera, CPPB.
Travis County Purchasing Office
314 West 11th Street, Room 400
Austin, Texas 78701

Subject: Request for Qualifications Q090290-JT
Professional Engineering Services
for Travis County Correctional Complex (TCCC)
Stanley Consultants' Proposal for Additional Services

Dear Jorge:

After Stanley Consultants issued the Buildings 100, 106 and 130 MEP Renovations documents, Travis County proposed changing the Building 130 additional plumbing fixtures layout, converting existing cells to showers, lavatories and water closets. Therefore, it will be necessary for Stanley Consultants to spend additional field time, design time, and AutoCAD development time to revise the Building 130 MEP Renovations.

In discussions with Ken Gaede, he agreed these are additional professional engineering services and directed us to submit a proposal for these additional engineering services. Stanley Consultants submits this proposal to revise the Building 130 MEP Renovations drawings.

Stanley Consultants understanding of our Scope of Services is as stated below, along with the following assumptions.

- Stanley Consultants will visit the TCCC to survey Building 130.
- Stanley Consultants will revise the previously-issued Building 130 drawings and add drawings as required (demolition and installation) per the Building 130 revised layout and issue review drawings.
- Stanley Consultants will meet with Travis County to review the proposed MEP design changes (once).
- Stanley Consultants will issue revised and new Building 130 drawings for construction.
- Stanley Consultants assumes Travis County has accurate AutoCAD drawings for the existing Building 130 Level 2 (architectural background and MEP).
- No additional bid and construction administration services are required.

PS100184JT MEP Engineering Services for the TCCC Mini-Projects
Modification No. 2
Dated January 5, 2011

Page 3 of 3 Pages

Travis County
MEP Services TCCC
Page 2

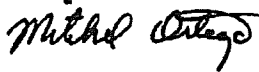
- Stanley Consultants anticipates a design duration of 3-4 weeks after authorization to proceed, provided the design review meeting is held within a week of the review drawings issue.

Stanley Consultants proposes to provide these services for a fixed fee of \$14,900.00 (FOURTEEN THOUSAND, NINE HUNDRED DOLLARS) plus a not to exceed fee of \$100 in reimbursable fees.

If you have any questions or require additional information, do not hesitate to contact me at 512.427.3600.

Sincerely,

Stanley Consultants, Inc.



Mitchel Ortego, P.E.
Project Principal

cc: Gary Sutorius; Stanley Consultants, Inc., Marketing Files

M:\newproposals\Travis County\0EBAB-17914 TCCC MEP Renovations\Revision3Proposal\Travis County Scope Rev 3 Proposal-Scope-Fee Letter.doc



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No.: TCCC-05-05C-4N

File: 501

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

A handwritten signature in black ink, appearing to read "John Stanley for Roger El Khoury".

FROM: Carolyn O'Hara, R.A., LEED A.P., Project Manager

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

DATE: January 5, 2011

SUBJECT: TCCC Design-Build Housing – Mini-Projects
Contract # PS100184JT – Contract Modification Number 2

Facilities Management recommends approval of Contract Modification Number 2 (CM #2) for MEP services at Travis County Correctional Complex – Mini Projects as described in the attached letter from Stanley Consultants, Inc. The engineering re-design is the result of a collaboration by FMD and the Sheriff's Department personnel. The design change will result in a safer and more secure facility for Corrections Officers and inmates, as well as lower construction costs.

This CM #2 will increase the contract by \$15,000 from \$ 56,050 to \$71,050. The amount requested in CM #2 is fair and reasonable. Funds are encumbered under the requisition number 520335 under account 510-9711-804-8102, for PO #443608. Facilities Management Department recommends approval.

In accordance with the procedure to secure this CM #2, this request is being forwarded along with the supporting documents for approval by Commissioner's Court on January 18, 2011. If approved, please issue a fully executed contract modification to Stanley Consultants, Inc. If you have any questions or need additional information, please call Carolyn O'Hara, R.A. at extension 44285. Your assistance in this request will be appreciated.

ATTACHMENTS:

- 1) Stanley Consultants Proposal for Professional Engineering Services, dated November 17, 2010

COPY TO:

Amy Draper, Financial Manager, FMD

Jorge Talavera, Purchasing Assistant, Purchasing Office



Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

November 17, 2010

Mr. Jorge Talavera, CPPB.
Travis County Purchasing Office
314 West 11th Street, Room 400
Austin, Texas 78701

Subject: Request for Qualifications Q090290-JT
Professional Engineering Services
for Travis County Correctional Complex (TCCC)
Stanley Consultants' Proposal for Additional Services

Dear Jorge:

After Stanley Consultants issued the Buildings 100, 106 and 130 MEP Renovations documents, Travis County proposed changing the Building 130 additional plumbing fixtures layout, converting existing cells to showers, lavatories and water closets. Therefore, it will be necessary for Stanley Consultants to spend additional field time, design time, and AutoCAD development time to revise the Building 130 MEP Renovations.

In discussions with Ken Gaede, he agreed these are additional professional engineering services and directed us to submit a proposal for these additional engineering services. Stanley Consultants submits this proposal to revise the Building 130 MEP Renovations drawings.

Stanley Consultants understanding of our Scope of Services is as stated below, along with the following assumptions.

- Stanley Consultants will visit the TCCC to survey Building 130.
- Stanley Consultants will revise the previously-issued Building 130 drawings and add drawings as required (demolition and installation) per the Building 130 revised layout and issue review drawings.
- Stanley Consultants will meet with Travis County to review the proposed MEP design changes (once).
- Stanley Consultants will issue revised and new Building 130 drawings for construction.
- Stanley Consultants assumes Travis County has accurate AutoCAD drawings for the existing Building 130 Level 2 (architectural background and MEP).
- No additional bid and construction administration services are required.

Travis County
MEP Services TCCC
Page 2

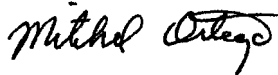
- Stanley Consultants anticipates a design duration of 3-4 weeks after authorization to proceed, provided the design review meeting is held within a week of the review drawings issue.

Stanley Consultants proposes to provide these services for a fixed fee of \$14,900.00 (FOURTEEN THOUSAND, NINE HUNDRED DOLLARS) plus a not to exceed fee of \$100 in reimbursable fees.

If you have any questions or require additional information, do not hesitate to contact me at 512.427.3600.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in black ink, appearing to read "Mitchel Ortego".

Mitchel Ortego, P.E.
Project Principal

cc: Gary Sutorius; Stanley Consultants, Inc., Marketing Files

M:\newproposals\Travis County\0EBAB-17914 TCCC MEP Renovations\Revision3Proposal\Travis County Scope Rev 3 Proposal-Scope-Fee Letter.doc

PURCHASE REQUISITION NBR: 0000520335

REQUISITION BY: AMY DRAPER 854-9040

STATUS: READY FOR BUYER PROCESS

REASON: MOD PO #443608 - MEP TCCC MINI-PROJ ATTN: JORGE T

DATE: 12/30/10

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 76409 STANLEY CONSULTANTS

DELIVER BY DATE: 1/31/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEP ENGINEERING SERVICES FOR TCCC MINI-PROJECTS POC: KEN GAEDE 854-9894 MOD #2 - ADDITIONAL DESIGN PHASE SERVICES PER PROPOSAL DATED 11/17/10 COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: ARCHITECT/ENGINEER SVS INVENTORY BUILDING: FE STOCK NO: 911-015-00085	14900.00	DOL	1.0000	14900.00	
2	REIMBURSABLE EXPENSES-NOTTO-EXCEED MOD #2 COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: A/E REIMBURSABLE EXPENSES INVENTORY BUILDING: FE STOCK NO: 911-016-00009	100.00	DOL	1.0000	100.00	
REQUISITION TOTAL:					15000.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51097118048102 CAPITAL OUTLAY	KDV003	100.00	14900.00
	PURCHSD SERV-BLDG IMPROVM	Planning&Design DV Jail		
2	51097118048102 CAPITAL OUTLAY	KDV003	100.00	100.00
	PURCHSD SERV-BLDG IMPROVM	Planning&Design DV Jail		
				15000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: John Pena, Purchasing, 854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 1 to Contract No. PS100186JE, LJA Engineering & Surveying, Inc., for the Pass-Through Financing Program Application Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Purchasing concurs with department and recommends approval of request action. This procurement action meets the compliance requirements as outlined by statutes.

TNR requests the approval of Change Order No. One (1) for the above contract. This modification revises the previously prepared TxDOT Pass-Through grant application for FM 973 in the amount of \$7,270.00 and adds application service for FM 969 in the amount of \$15,665.00. Both applications are required to be submitted to TxDOT by March 1, 2011. The application process will increase the contract amount by \$22,935.00, from \$22,500.00 to \$45,435.00, and extend the contract performance period through completion of the application process.

Contract Expenditures: Within the last 12 months \$22,500.00 has been spent against this contract / requirement.

Contract-Related Information:

Award Amount: \$22,500.00

Contract Type: Professional Services

Contract Period: April 15, 2010 - May 11, 2010

Contract Modification Information:

Modification Amount: \$22,935.00

Modification Type: Professional Services (Firm Amount)

Modification Period: Through completion of the application processes.

Solicitation-Related Information: N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Special Contract Considerations: N/A

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

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

- **Funding Information:**

Purchase Requisition in H.T.E.: 521043 (for FM 973);

Purchase Requisition in H.T.E.: 521047 (for FM 969)

Funding Account(s): 001-4901-621-4007

Comments:

- **Statutory Verification of Funding:** N/A

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

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	01/11/2011 1:59 PM
Purchasing	Cyd Grimes	Completed	01/11/2011 2:11 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/11/2011 2:13 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: PS100186JE Pass-Through Finance Application Program**PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: John E. Pena TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 11 2011
ISSUED TO: LJA Engineering & Surveying, Inc. 5316 Highway 290 West, Suite 150 Austin, Texas 78735	MODIFICATION NO.: One (1)	EXECUTED DATE OF ORIGINAL CONTRACT: April 15, 2010

ORIGINAL CONTRACT TERM DATES: April 15, 2010 through December 31, 2010 CURRENT CONTRACT TERM DATES: April 15, 2010 through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$22,500.00

Current Modified Amount \$45,435.00

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

A. The contract amount is changed from \$22,500.00 to \$45,435.00, an increase of \$22,935.00.

B. The contract increase is due to the requirements for revisions to the Pass Through Financial Grant Application for FM 973, originally submitted to TxDOT on May 11, 2010, and for the submission of a new Pass Through Financial Grant Application for FM 969, as follows:

1. Consultant to revise the original Pass Through Financial Grant Application to TxDOT for FM 973, (which was originally submitted on May 11, 2010). All services to be performed in the amount of \$7,270.00, and in accordance with the scope of work (Exhibit 1), attached hereto, and made a part hereof. The revised application to be submitted to TxDOT by March 1, 2011.

2. Consultant to complete new Pass Through Financial Grant Application to TxDOT for FM 969. All services to be performed in the amount of \$15,665.00, and in accordance with the scope of work (Exhibit 2), attached hereto, and made a part hereof. The application to be submitted to TxDOT by March 1, 2011.

C. Contract performance period is extended through the completion of the application process.

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

Note to Vendor/City:

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

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

LEGAL BUSINESS NAME: LJA Engineering & Surveying, Inc.

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
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:

EXHIBIT 1

SCOPE OF WORK

The Scope of Work is as follows:

Revise the previously prepared TxDOT Pass Through Financing Program application in compliance with all of TxDOT's requirements of said program and responding and submitting the required documentation in the required format to Travis County on or before February 1, 2011, 3:00 P.M., C.S.T. The work includes but not limited to the following tasks:

- Meetings and coordination with Travis County and TxDOT as necessary.
- Additional Field Visits/Project Documentation
- Review of application documents, rules, and requirements
- Revision of Preparation of details (typical sections, pavement structure, conceptual layouts, exhibits, etc) to reduce projects costs.
- Cost estimating
- Revision of application forms including; letters, reports, summaries, and any other documents as required for resubmitting of application

The project for which the application is to be submitted is alignment and widening improvements to FM 973 from south of Manor near the Whisper Valley development to US 290 (the Manor By-Pass).

EXHIBIT 2

SCOPE OF WORK

The Scope of Work is as follows:

Prepare TxDOT's Pass Through Financing Program application in compliance with all of TxDOT's requirements of said program and responding and submitting the required documentation in the required format to Travis County on or before February 1, 2011 3:00 P.M., C.S.T.

The work includes but not limited to the following tasks:

- Meetings and coordination with Travis County and TxDOT
- Field Visits/Project Documentation
- Review of application documents, rules, and requirements
- Preparation of details (typical sections, pavement structure, conceptual layouts, exhibits, etc)
- Cost estimating
- Completion of application forms including letters, reports, summaries, and any other documents required for a complete application

The project for which the application is to be submitted is alignment and widening improvements to FM 969 from FM 3177 to Hunter's Bend.

PURCHASE REQUISITION NBR: 0000521043

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: READY FOR BUYER PROCESS

REASON: RUSH - MOD CONT#PS100186JE, ATTN: JOHN PENA

DATE: 1/10/11

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 76537 LJA ENGINEERING & SURVEYING IN

DELIVER BY DATE: 1/10/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PASS-THROUGH FINANCE PGM APPLICATION SERVICE PREPARE GRANT APPLICATION TO UPDATE FY 2010 GRANT APPLICATION FOR FM 973 FOR FY 2011 GRANT CYCLE. COMMODITY: CONSULTING SERVICES SUBCOMMOD: TRANSPORTATION INVENTORY BUILDING: Z1 STOCK NO: 918-096-00021	7270.00	DOL	1.0000	7270.00	

REQUISITION TOTAL: 7270.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149016214007	PROFESSIONAL SERVICES CONSULTING	100.00	7270.00
				7270.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20100110 RUSH COURT

PURCHASE REQUISITION NBR: 0000521047

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: READY FOR BUYER PROCESS

REASON: RUSH - ENC. FUNDS PENDING AWARD ATTN: JOHN PENA

DATE: 1/10/11

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 76537 LJA ENGINEERING & SURVEYING IN

DELIVER BY DATE: 1/10/11

1	PASS-THROUGH FINANCE	15665.00	DOL	1.0000	15665.00
	GRANT APPLICATION SERVICES				
	FOR FM 969 PROJECT FOR THE				
	FY 2011 PTF GRANT PROGRAM				
	COMMODITY: CONSULTING SERVICES				
	SUBCOMMOD: TRANSPORTATION				

REQUISITION TOTAL: 15665.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149016214007	PROFESSIONAL SERVICES CONSULTING	100.00	15665.00
				15665.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20110110 RUSH COURT

GM200119

Fiscal Year 2011

IRAVIS COUNTY
Account Balance Inquiry

1/11/11
12:04:13

Account number . . . : 1-4901-621.40-07
Fund . . . : 001 GENERAL FUND
Department . . . : 49 TNR (TRANS & NATRL RESRC)
Division . . . : 01 COMMON MANAGEMNT FUNCTION
Activity basic . . . : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . : 1 TNR (TRANS & NATRL RESRC)
Element . . . : 40 PROFESSIONAL SERVICES
Object . . . : 07 CONSULTING

Original budget	73,500	
Revised budget	60,500	10/22/2010
Actual expenditures - current00	
Actual expenditures - ytd00	
Unposted expenditures00	
Encumbered amount00	
Unposted encumbrances00	
Pre-encumbrance amount	32,785.00	
Total expenditures & encumbrances:	32,785.00	54.2%
Unencumbered balance	27,715.00	45.8

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

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

January 10, 2011

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Request for Consultant Services
TxDot Pass Through Finance Program
Improvements Project for FM 969, in Precinct 1

On December 16, 2010 the Texas Transportation Commission approved Minute Order 112526 (attached) authorizing a 2011 Program Call for accepting proposals for highway projects to be developed under the Pass-Through Finance Program. The Minute Order authorizes a program call for 2011 and establishes the period of time for the submissions, the estimated amount of funds available to be allocated, and the categories of cost that will be considered as eligible reimbursement. The total amount to be funded in 2011 through this program is \$250,000,000 for projects statewide. Only construction costs, exclusive of construction engineering costs, will be eligible for reimbursement. Applications are due at TxDot by March 1, 2011.

TNR requests Purchasing expedite the preparation of an agenda request to procure the services of a qualified consultant needed to complete an application for improvements to FM969 between FM 3177 and Dunlap Road within the very tight timeframe. These improvements are a high priority in Precinct 1 because of numerous fatal accidents and severe congestion problems at the Austin's Colony Subdivision.

Due to the very tight timeframe TNR requests an Exemption Order to readily utilize the services of LJA Engineering & Surveying, Inc. to complete the application. LJA completed a Pass Through Finance application for the County in 2010 for an FM 973 project and TNR has requested that they be approved to revise the 2010 FM 973 application for submittal in 2011. This request will be made separately. The FM 973 project is of comparable scope to the FM 969 project and LJA was suggested by TxDot staff. LJA has indicated that they can complete the work within the designated timeframe.

As indicated above Travis County utilized the services of LJA Engineering & Surveying, Inc. to prepare and submit a TxDot Pass Through Finance application for improvements to FM973 in 2010 but the project was not selected. Since that time TNR and TxDot staff have discussed ways to improve the competitiveness of our applications. In addition to improving our responses to specific categories of questions it was suggested by TXDoT that we could reduce

the scope of the project to keep the application amount at a lower amount. TxDot staff also advised that most if not all of the 2010 applicants offered to forego reimbursement of part of the construction cost. The engineering and right-of-way costs are non-reimbursable. To improve competitiveness TNR estimates the total project will cost approximately \$25M. To further improve competitiveness TNR will recommend paying 20% of the construction cost without reimbursement from TXDOT (approximately \$3,250,000 of an estimated \$16,200,000).

TNR recommends approving an Exemption Order waiving the requirement for a Qualification Based Selection Process for professional engineering services and recommends entering into a Professional Services Agreement with LJA Engineering and Surveying, Inc. in the amount of \$15,665 to prepare and submit an application by March 1, 2011 (see attached scope and fee proposal). When the grant application is completed TNR will submit it to PBO who will then present it to Court for approval. To meet PBO's schedule the application must be completed by February 8, 2011. If this request can be presented to Court for approval at the January 18 Voting Session the Consultant will have 14 work days to complete the application.

Please contact LJA's representative below to get them under contract as quickly as possible.

Kenneth G. Schrock, PE

Senior Project Manager
LJA Engineering, Inc.
5316 Highway 290 West, Suite 150
Austin, TX 78735
kschrock@ljaengineering.com

Funding information for the contract is as follows:

Account Number: 001-4901-621-4007

Source: TNR's FY 2011 Contingency account for appraisals, review fees and other project costs

Requisition Number: 521047

Com/Sub: 918/096

Attachment:

Transportation Commission Minute Order; 2011 Pass Through Finance Program Call for Projects

LJA Engineering and Surveying FM 969 Scope of Work and Fee Proposal

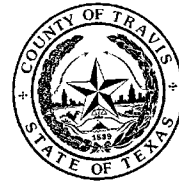
CC: Cynthia McDonald and Donna Williams-Jones, TNR Financial Services

Jessica Rio, Planning & Budget Office

Hanna York, Auditors Office

Marvin Brice- Purchasing

Steve Sun, P.E., Public Works



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

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

January 10, 2011

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Steve Manilla, P.E., Executive Manager

SUBJECT: TXDoT Pass-Through Toll Financing Program Application Modification Services

Proposed Motion:

Consider and take appropriate action on a request to approve Contract Modification #1 to LJA Engineering & Surveying, Inc. Professional Services Agreement to increase the contract amount by \$7,270 and to extend the Contract Completion Date to April 1, 2011 for revising a Pass Through Finance grant application and submitting it by March 1, 2011 for improvements to FM 973, in Precinct 1

Travis County utilized the services of LJA Engineering & Surveying, Inc. to prepare and submit a TxDot Pass Through Finance application for improvements to FM973 in 2010 but the project was not selected. Since that time TNR and TxDot staff have discussed ways to improve the competitiveness of our application. In addition to improving our responses to specific categories of questions it was suggested by TXDoT that we could significantly reduce the scope of the project to decrease the application amount from approximately \$50M to approximately \$25M. TxDot staff also advised that most if not all of the 2010 applicants offered to forego reimbursement of part of the construction cost. The engineering and right-of-way costs are non-reimbursable. To improve competitiveness TNR recommends paying 20% of the construction cost without reimbursement from TXDoT (approximately \$3,250,000 of an estimated \$16,200,000).

TNR recommends approving a Contract Modification to increase LJA's contract amount by \$7,270 and to extend the contract completion date to April 1, 2011.

Budgetary and Fiscal Impacts:

Assuming the Contract Mod is approved at the January 18 Voting Session, there will be 14 working days to complete the revised packet within a February 8 deadline required by PBO to submit the grant application to the Court and have the application executed and returned to TxDot by March 1. To help ensure the application is made on time and is of good quality LJA will be able to utilize the base information and exhibits from the work they completed previously for \$22,500. TNR has coordinated with Purchasing to modify LJA's Professional Services Agreement as quickly as possible. The Contract Modification will increase the original contract amount by \$7,270 to a new total of \$29,770 and will extend the contract period to April 1, 2011. Fund source information for LJA's proposed fees for this work is as follows:

Account Number: 001-4901-621-4007

Source: TNR's FY 2011 Contingency account for appraisals, review fees and other project costs

Requisition Number: 521043

Com/Sub: 918/096

Issues and Opportunities:

The revised application must be submitted to TXDoT by March 1, 2011. TNR has coordinated with Purchasing to expedite the Contract Modification. When the grant application is completed TNR will submit it to PBO who will then present it to Court for approval. To meet PBO's schedule the application must be completed by February 8, 2011.

TNR has submitted a separate request to the Court through Purchasing to revise Klotz Associates contract that was used to submit a 2010 application for a FM 1626/FM2304 pass through project application. This request is expected to be on the January

TNR has met with TXDoT to determine the feasibility of applying for a Pass Through Finance project for improvements to FM 969 in the Austin's Colony area. TxDot recommended using LJA for these services and a request will be made to the Court under a separate item.

Required Authorizations:

Jessica Rio, Planning & Budget Office

Tom Nuckols, Assistant County Attorney

Attachment:

Transportation Commission Minute Order; 2011 Pass Through Finance Program Call for Projects
LJA Engineering and Surveying Scope of Work and Fee Proposal for Contract Modification #1

CC:

Cynthia McDonald, Donna Williams-Jones, TNR Financial Services

Hannah York, Auditors Office

Marvin Brice- Purchasing

Steve Sun, P.E., Public Works



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: Elizabeth Corey, Purchasing, 854-9853

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve name change (administrative modifications) to Interlocal Agreement Nos. IL060341RE, IL070037RE, IL020019EF, and IL070171RE, Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care, for mental health services.

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.

These administrative modifications to the four referenced Interlocal Agreements with Austin Travis County Integral Care, formerly known as Austin Travis County Mental Health Mental Retardation, change the contractor name only. All other contract terms and conditions are unchanged.

Contract Expenditures: Within the last twelve months the County has been spent the following amounts against these contracts.

IL060341RE - \$653,473.29

IL070037RE - \$648,956.77

IL020019EF - \$0.00

IL070171RE - \$1,195,878.33

Contract-Related Information:

Award Amount:

Contract Type: Interlocal Agreements

Contract Period:

Contract Modification Information: Not Applicable

Modification Amount:

Modification Type:

Modification Period:

Solicitation-Related Information: Not Applicable

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Special Contract Considerations: None

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

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

☐ Comments:

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	01/11/2011 2:34 PM
Purchasing	Cyd Grimes	Completed	01/11/2011 5:59 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/12/2011 8:34 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2010 AUG 23 PM 1:53

**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**

MEMORANDUM

Date: August 18, 2010
To: Members of the Commissioners Court
From: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Subject: Travis County Health and Human Services and Veterans Service
Austin Travis County Mental Health Mental Retardation name change

Proposed Motion:

Consider and take appropriate action to approve an amendment changing the name of Austin Travis County Mental Health Mental Retardation to Austin Travis County Integral Care in all of its contracts with Travis County.

Summary and Staff Recommendation:

Austin Travis County Integral Care (formerly known as Austin Travis County Mental Health Mental Retardation) has the following contracts with Travis County:

Substance Abuse Treatment	(\$706,911)	IL060341RE
System of Care	(\$734,007)	IL070037RE
CAN Coordinator	(\$ 63,096)	IL020019EF
Mental Health	(\$1,436,054)	IL070171RE.

The amendment covers the contracts listed above as well as any other contracts not mentioned. The amendment changes the vendor name only. All of the other contract terms and conditions remain the same.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

This amendment does not change the contract amounts.

Issues and Opportunities:

Austin Travis County Integral Care (ATCIC) provides many valuable services to Travis County residents.

Background:

Travis County has contracts with ATCIC for a variety of services including substance abuse treatment and general mental health.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
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, Purchasing Agent Assistant, Travis County Purchasing Office

MODIFICATION OF CONTRACT NUMBERS: IL060341RE, IL070037RE, IL020019EF, and IL070171RE

Page 1 of 3 Pages

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Elizabeth Corey TEL. NO: (512) 854-9853 FAX NO: (512) 854-9185	DATE PREPARED: January 3, 2011 MinuteTraQ ID #3376
ISSUED TO: Austin Travis County MHMR 1430 Collier Street Austin, Texas 78764-3548	MODIFICATION NO.: IL060341RE, Modification No. 10 IL070037RE, Modification No. 8 IL020019EF, Modification No. 4 IL070171RE, Modification No. 7	EXECUTED DATE OF ORIGINAL CONTRACT: Various
ORIGINAL CONTRACT TERM DATES: <u>(various)</u>		CURRENT CONTRACT TERM DATES: <u>(various)</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ (various)Current Modified Amount \$ (various)

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

1. The above-referenced contracts are hereby modified to reflect that the name of Austin Travis County Mental Health Mental Retardation Center will be changed to:

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

2. The parties agree that this change pertains to the four contracts named above, and any other contractual agreements between the parties.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

Contractor: Complete your portion of the signature block below on all originals and return all signed originals to Travis County. A fully-executed original will be returned to you for your records.

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

AMENDMENT OF AGREEMENTS BETWEEN
TRAVIS COUNTY AND
AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER
TO APPROVE CHANGE IN NAME TO
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER d/b/a
AUSTIN TRAVIS COUNTY INTEGRAL CARE

This Amendment of Agreements ("Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Austin-Travis County Mental Health and Mental Retardation Center, d/b/a Austin Travis County Integral Care, a community center formed under and governed by Chapter 534 of the Texas Health and Safety Code, and designated by the State of Texas as the mental health and mental retardation authority for Travis County and the incorporated municipalities of Travis County pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes ("Contractor").

RECITALS

WHEREAS, County and Contractor have entered into multiple agreements whereby Contractor would provide mental health, substance abuse and other related services for indigent citizens and other eligible clients ("Agreements"); and

WHEREAS, under those Agreements, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose; and

WHEREAS, the Agreements provide for amendment by the written agreement of the Parties.

WHEREAS, the Agreements also provide for change of name by Contractor with the approval of the Commissioners Court.

WHEREAS, the Parties desire to amend the Agreements to reflect the change of Contractor's name and to provide written evidence of Commissioners Court approval of such.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreements as follows:

1.0 AGREEMENTS AFFECTED

1.1 The Parties acknowledge and agree that County and Contractor have entered into multiple contracts and agreements ("Agreements") under which Contractor has agreed to provide authorized services, and that such Agreements include, but are not limited to, the following:

	<u>Contract</u>	<u>Contract #</u>	<u>Modification #</u>
1.1.1	Substance Abuse Treatment	No. IL060341RE	10
1.1.2	System of Care	No. IL070037RE	8
1.1.3	CAN Coordinator	No. IL020019EF	4
1.1.4	Mental Health	No. IL070171RE	7

1.2 The Parties agree that the change of name approved in this Amendment effects the Agreements listed above and **any other contractual agreements between the Parties**, whether or not listed in this Amendment and whether or not other action has been taken by the Parties acknowledging the change of name for some or all of the agreements.

2.0 CHANGE OF NAME

2.1 The Parties agree that Contractor's name will be changed
from: Austin Travis County Mental Health Mental Retardation Center
to: Austin-Travis County Mental Health and Mental Retardation Center,
d/b/a Austin Travis County Integral Care

2.2 Contractor agrees to provide County with a corrected W-9 showing the new name. Copies of that W-9 shall be provided to the Executive Manager and County Purchasing Agent.

3.0 INCORPORATION

3.1 County and Contractor hereby incorporate the Agreements, as amended herein, into this Amendment. Except for the changes made in this Amendment, County and Contractor hereby ratify all the terms and conditions of the Agreements as amended herein. The Agreements, with the changes made in this Amendment, constitute the entire agreements between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

4.0 EFFECTIVE DATE

4.1 This Amendment is effective October 1, 2009, when it is approved and signed by both Parties. The Agreements, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until terminated.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

AUSTIN-TRAVIS COUNTY
MENTAL HEALTH AND MENTAL
RETARDATION CENTER
d/b/a
AUSTIN TRAVIS COUNTY INTEGRAL CARE

By: _____
Printed Name: _____
Title: _____
Date: _____

14

Travis County Commissioners Court Agenda RequestVoting Session 1/25/2011
(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 two items in Precinct Two:

A. Approval of a final plat for recording: The Commons at Rowe Lane, Phase III-A (Long Form Plat - 50 Single-Family lots - 13.7 acres - Havant Way - Fiscal has been posted with Travis County - Water and wastewater service to be provided by Manville Water Supply Corporation - City of Pflugerville extra-territorial jurisdiction (ETJ)).

B. Approval a Construction Agreement for The Commons at Rowe Lane, Phase III-A, Final Plat.

C. 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:

Joe Arriaga: 854-7562

Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)



Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

BACK UP MEMORANDUM

January 4, 2011

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director of Development Services

SUBJECT: The Commons at Rowe Lane, Phase III-A Final Plat and Construction Agreement

PROPOSED MOTION:

Consider and take appropriate action on two items in Precinct Two:

- A. Approval of a final plat for recording: The Commons at Rowe Lane, Phase III-A (Long Form Plat - 50 Single-Family lots – 13.7 acres – Havant Way – Fiscal has been posted with Travis County – Water and wastewater service to be provided by Manville Water Supply Corporation – City of Pflugerville extra-territorial jurisdiction (ETJ)) and**
- B. Approval a Construction Agreement for The Commons at Rowe Lane, Phase III-A, Final Plat.**

SUMMARY AND STAFF RECOMMENDATION:

This final plat consists of 50 single family lots. There are 2,440 feet of linear feet of public streets being proposed with this subdivision. This plat was approved for alternative fiscal on March 16, 2010. The developer has completed construction of the streets and wishes come out of alternate fiscal and record the plat. The streets have been accepted by Travis County. Parkland requirements have been satisfied with the City of Pflugerville.

As this final plat meets all Travis County standards and has been approved by the City of Pflugerville, Transportation and Natural Resources staff recommends approval of this final plat.

ISSUES:

Staff has not received any calls or inquiries from anyone on this proposed plat.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

Proposed final plat

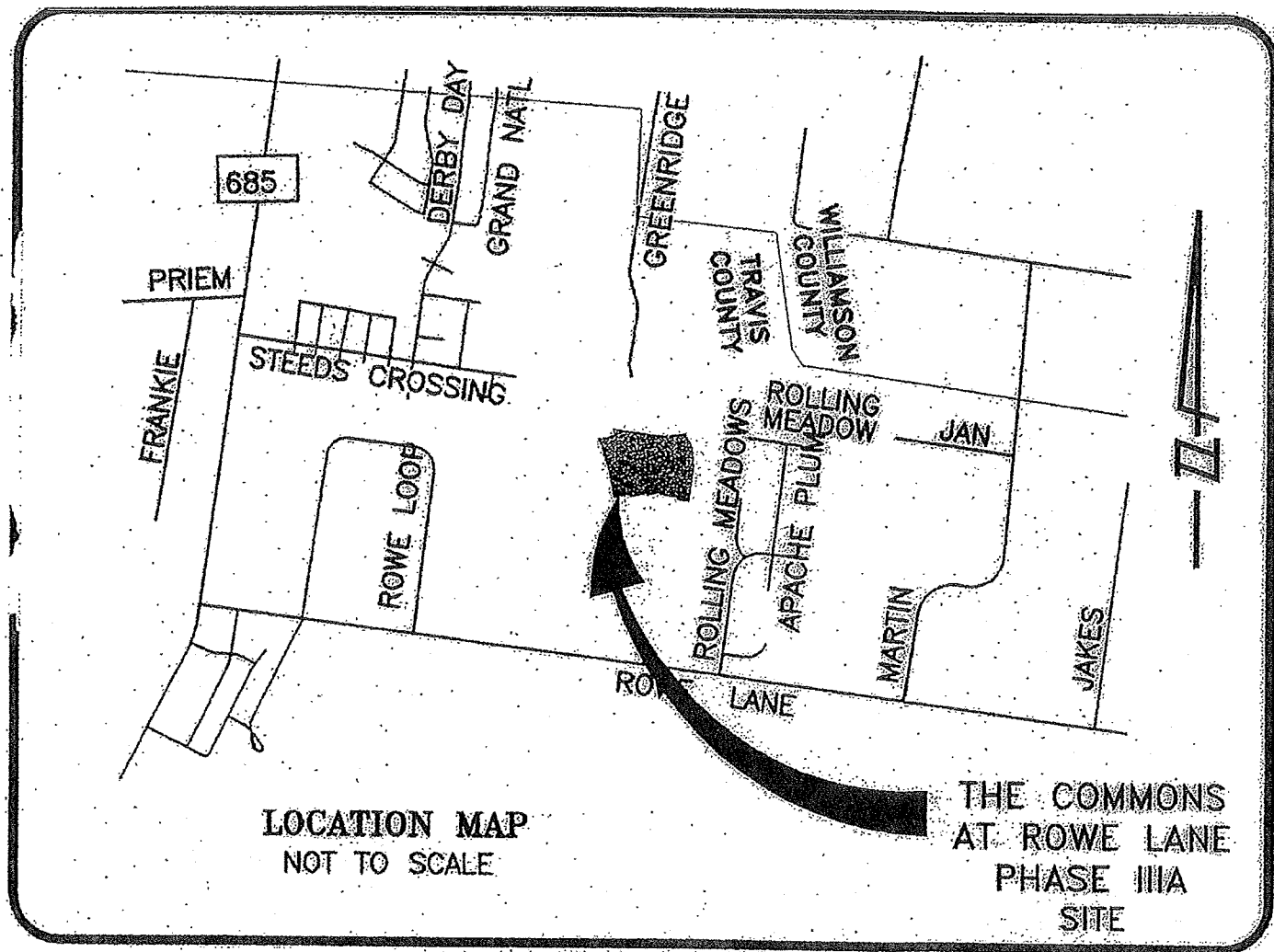
Construction Agreement

AB: ja 710

Precinct 2

Williamson





LOCATION MAP

SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between The Commons at Rowe Lane, L.P., a Texas limited partnership, (the "**Subdivider**") and Travis County, Texas, (the "**County**"), hereinafter collectively referred to as the "**Parties**".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "The Commons at Rowe Lane, Phase IIIA" (the "**Subdivision**"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. SUBDIVIDER'S OBLIGATIONS

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

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

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision are completed. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for

RECEIVED

JAN 06 2011

TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

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

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

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

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

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private

Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

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

II. COUNTY'S OBLIGATIONS

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

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

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

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

- (1) The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- (2) The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- (3) The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- (4) The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

- (5) The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

- (1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- (2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- (3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- (4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- (5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "**Escrowed Funds**"), are disbursed by the County.

- (6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- (7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

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

III. MISCELLANEOUS

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

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

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

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

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

any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

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

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

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

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

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

Subdivider: The Commons at Rowe Lane, L.P.,
a Texas limited partnership
2929 W. 5th, Suite A
Fort Worth, Texas 76107
Attn: Lee Nicol

Copy to: Coats, Rose Law Firm
1717 W. 6th St., Ste. 420

Austin, Texas 78703
Attn: Kevin Flahive, Esq.

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS:

SUBDIVIDER:

THE COMMONS AT ROWE LANE, L.P.,
a Texas limited partnership

County Judge

By: ROWE COMMONS CORPORATION,
a Texas corporation, its General Partner

Date: _____

By: _____
Name: Lee Nicol
Title: President
Authorized Representative
Date: 1.5.11

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5 day of January 2011,
by Lee Nicol, in the capacity stated herein.



Jennifer Barnes
Signature of Notary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____,
by _____, in the capacity stated herein.

Signature of Notary

STATE OF TEXAS
COUNTY OF TRAVIS

13.771 ACRE TRACT,
SITUATED IN THE
JACOB CASNER SURVEY,
ABSTRACT NO. 2753,
TRAVIS COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 13.771 ACRE TRACT OF LAND, SITUATED IN THE JACOB CASNER SURVEY, ABSTRACT NO. 2753, BEING A PORTION OF THAT CERTAIN 108.529 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2005022370 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 13.771 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of the herein described tract, being the northeast corner of Lot 2, Block H, The Commons at Rowe Lane, Phase II-A, a subdivision of record in Document No. 200800219 of the Official Public Records of Travis County, Texas, being also on the west line of Meridian Boulevard, a 50 foot dedicated right-of-way in said The Commons at Rowe Lane, Phase II-A, and being on the north line of said 108.529 acre tract and the south line of said 71.402 acre tract;

THENCE, departing the northeast corner of said Lot 2, over and across said 71.402 acre tract the following twelve (12) courses and distances:

1. N 11°34'45" W, for a distance of 268.36 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the left,
2. along said curve to the left, an arc distance of 51.81 feet, said curve having a radius of 575.00 feet, a central angle of 05°09'46" and a chord bearing of N 14°09'38" W for a chord distance of 51.79 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
3. N 16°44'31" W, for a distance of 258.10 feet to a 1/2 inch iron rod with cap (ZWA) set,
4. N 73°15'29" E, for a distance of 170.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
5. N 16°44'31" W, for a distance of 132.41 feet to a 1/2 inch iron rod with cap (ZWA) set,
6. S 82°29'22" E, for a distance of 520.69 feet to a 1/2 inch iron rod with cap (ZWA) set,

7. S 86°01'24" E, for a distance of 75.15 feet to a 1/2 inch iron rod with cap (ZWA) set,
8. N 79°56'23" E, for a distance of 188.87 feet to a 1/2 inch iron rod with cap (ZWA) set,
9. S 26°26'30" E, for a distance of 166.76 feet to a 1/2 inch iron rod with cap (ZWA) set,
10. S 06°50'46" E, for a distance of 144.63 feet to a 1/2 inch iron rod with cap (ZWA) set,
11. S 01°11'05" E, for a distance of 59.26 feet to a 1/2 inch iron rod with cap (ZWA) set, and
12. S 07°34'56" W, at 62.46 feet pass a 1/2 inch iron rod found for the most northerly northwest corner of said The Commons at Rowe Lane, Phase II-A, at 382.55 feet pass the north line of said 108.529 acre tract and the south line of said 71.402 acre tract, for a total distance of 387.71 feet to a 1/2 inch iron rod found;

THENCE, with the north line of said The Commons at Rowe Lane, Phase II-A, over and across said 108.529 acre tract the following nine (9) courses and distances:

1. N 82°25'04" W, for a distance 133.00 feet to a 1/2 inch iron rod found,
2. N 07°34'56" E, for a distance of 30.25 feet to a 1/2 inch iron rod found,
3. N 82°25'04" W, for a distance of 188.68 feet to a 1/2 inch iron rod found,
4. N 06°50'19" W, for a distance 21.46 feet to a 1/2 inch iron rod found,
5. S 75°47'00" W, for a distance 129.57 feet to a 1/2 inch iron rod found,
6. N 14°13'00" W, for a distance 28.33 feet to a 1/2 inch iron rod found,
7. S 75°47'00" W, for a distance 185.28 feet to a 1/2 inch iron rod found,
8. N 11°34'45" W, for a distance 31.60 feet to a 1/2 inch iron rod found, and
9. S 78°25'15" W, for a distance of 170.00 feet to the **POINT OF BEGINNING** and containing 13.771 acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

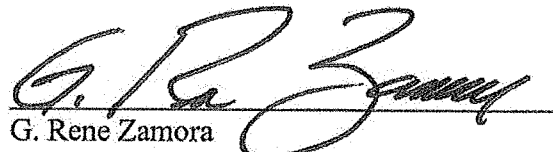
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July, 2007 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of February 2009, A.D.

Zamora-Warrick and Associates, L.L.C.
4412 Spicewood Springs Rd., Suite 200
Austin, Texas 78759


G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas

REFERENCES

ZWA SKETCH NO. 06-015-10.dwg



Travis County Commissioners Court Agenda RequestVoting Session 1/18/11

Work Session

I. A. Request made by:  Phone # 854 -9434
 Steven M. Manilla, TNR Executive Manager

B. Requested Text:

Consider and take appropriate action on TNR's request to approve Revised Advance Funding Agreement (AFA) with TxDOT for the correct project title for the McKinney Falls Pedestrian Way project.

Approved by: _____
 Commissioner Margaret Gomez, Precinct 4

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

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

C. Mike Crawford, Auditor's Office

Mo Mortazavi, P.E., TNR

John Pena, Purchasing Office

Cynthia McDonnald, TNR Financial

Steve Sun, P.E., TNR

Brunilda Cruz, TNR Financial

Donna Williams-Jones, TNR Financial

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 budget line item

_____ 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 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 DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

January 4, 2011

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Steven Manilla, P.E., TNR Executive Manager

Subject: McKinney Falls Parkway Pedestrian Way Revised AFA

Proposed Motion:

Approve revised Advance Funding Agreement with TxDOT for the McKinney Falls Parkway Pedestrian Way.

Summary and Staff Recommendations:

On November 30, 2010, the Court approved a resolution to enter into an Advance Funding Agreement (AFA) with TxDOT for the McKinney Falls Parkway Pedestrian Way project. However, the AFA prepared by TxDOT and attached as backup to the resolution, erroneously referred to the title of the project as a Bike and Pedestrian facility. Partial funding for this project as a pedestrian facility was approved in the 2001 Bond Referendum and it was designed as such. If the project title in the AFA remains as is currently stated, the entire project will have to be redesigned to comply with the design requirements for hike and bike facilities.

TxDOT has since issued a revised AFA with the correct title for the project. The revised AFA is attached. TNR staff requests approval of the revised AFA.

Budgetary and Fiscal Impact:

Approval of the revised AFA will have no budgetary or fiscal impact on the project.

Issues and Opportunities:

If the current AFA remains in effect and is submitted to TxDOT as is, TxDOT will require the County to re-design the entire project to meet the criteria for a hike and bike facility. This could also necessitate acquisition of additional ROW, which under the current design is not required.

Attachment: Revised AFA & Approved Resolution

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

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A TRANSPORTATION ENHANCEMENT (TE) PROJECT**

This Advance Funding Agreement for a Transportation Enhancement project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Travis County, acting by and through its duly authorized officials hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Statewide Transportation Enhancement Program for the project which is briefly described as a pedestrian facility, hereinafter called the Project; and

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112342 awarding funding for projects in the 2009 Program Call of the Statewide Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Statewide Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This agreement may be terminated by any of the following conditions:

- by mutual written consent and agreement of all parties.
 - by any party with 90 days written notice.
 - by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:
- i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
 - ii. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
 - iii. The Local Government withdraws from participation in the Project.
 - iv. The Project is not implemented within a reasonable time, as determined by the State in consultation with the Local Government. In absence of information suggesting that a shorter or longer period is appropriate, four (4) years or less from the date the project was approved for TE funding by Minute Order will presumed to be a reasonable time. This project must, therefore be awarded to contract before July, 29, 2014.
 - v. The State determines that federal funding may be lost due to the Project not being implemented and completed.
 - vi. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
 - vii. As scheduled by the District, the Local Government fails to attend bi-annual progress meetings.

3. Amendments

This Agreement may be amended due to changes in the work or amount of funding required to complete the Project or other material, or for required changes in the responsibilities of the parties.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work and Use of Project

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the nomination form and as approved by the Texas Transportation Commission, consists of the construction of a pedestrian facility extending from entrance of McKinney Falls State Park to William Cannon Drive.

Any project changes proposed must be submitted in writing by the Local Government to the appropriate District, requesting prior approval through the Design Division. Changes may also require an amendment to the contract and the approval of FHWA, the Administration, or the TTC. Any changes undertaken without written approval and contract amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire project.

5. Right of Way and Real Property Acquisition

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- A.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
- C.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval

CSJ #0914-04-267
 District #14
 Code Chart 64 #50227
 Travis – McKinney Falls Pedestrian
 Way
 CFDA # 20.205

prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

- D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- E. Condemnation shall not be used to acquire real property for this enhancement Project.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.
- H. The Local Government agrees to execute individually or produce a legal document as necessary to provide for the project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- I. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the Local Government Project Procedures manual.
 The Local Government agrees to monitor the project to ensure: (1) continued use of the property for approved activities, and (2) for the repayment of the Federal funds, as appropriate:
 - i. The Local Government agrees to the review of their project accounts and site visits by the State during the development of the project at any time;
 - ii. Upon project completion, the State will continue to perform spot visits to confirm the project's continued use and upkeep.

6. Utilities

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
- B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation. Preparation and coordination of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearances have been obtained prior to advertisement for bids.

These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nominating form and approved by the State.

Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services.

Architectural and engineering services will be provided by Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A.** The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the*

CSJ #0914-04-267
 District #14
 Code Chart 64 #50227
 Travis – McKinney Falls Pedestrian
 Way
 CFDA # 20.205

National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two AASHTO publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. When architectural and/or engineering services are provided by or through the Local Government, then the following Items 1 & 2 apply.
 - 1. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
 - 2. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed eighty percent (80%) of the eligible authorized costs.
- C. When architectural and/or engineering services are provided by or through the State, then the following applies:

The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required accomplishing the project purposes. The State will cooperate fully with the Local Government in accomplishing these project purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.

Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance.

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment. Should the Local Government at any time after project completion decide it can no longer maintain and operate the project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, - the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the District and the Design Division for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government also agrees to reimburse the Federal Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of the reimbursement based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

Should the Local Government derive any income from the development and operation of the project, a portion of the proceeds sufficient for the maintenance and upkeep of the property, shall be set aside for future maintenance. A project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.

Should any historic properties be included in or affected by this federally funded project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the project.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

12. Local Project Sources and Uses of Funds

- A.** Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, architectural and engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the appropriate formal Federal Project Authorization and Agreement (FPAA) is issued by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the FPAA and State Letter of Authority are formally issued.
- If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- B.** A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal, state, and local sources.
- C.** The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses. Donations of real property, cash, materials, and services required for the development of the Project may be eligible to count towards the local funding share of a project as in-kind contributions. In order to be considered eligible, in-kind contributions must be made by other public, non-profit, governmental or non-governmental organizations. In-kind contributions must be from a source other than the Local Government that nominated the project. The value of the donated contributions of real property, materials, or services will be based on fair market value. In-kind contributions of services are limited to preparation of plans, specifications and estimates. In-kind contributions may be credited toward no more than twenty percent (20%) of the allowable Project's cost; however, they may not be used to match any direct or indirect TxDOT incurred cost. If a remaining balance of the Local Government's required match is due after the in-kind contribution's value is applied, the remainder must be provided in cash. The Local Government may provide additional property, services, and/or materials above the required local match, to reduce the overall cost of a Project, but it will not be considered an in-kind contribution.
- D.** The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

- E. Following execution of this Agreement, but prior to the performance of any review work by the State, the Local Government will pay an amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State 20% of TxDOT's Administrative and associated cost for review of the plans, specifications, and estimate. The estimated amount of this advance for this Project's preliminary engineering is \$20,043, including cash and allowable in-kind contributions. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government must advance to the State 20% of TxDOT Administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the project's estimated construction and construction engineering costs, if the State is letting the project. The amount to be advanced for this Project's Construction is estimated to be \$10,022, including cash and allowable in-kind contributions.
- F. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government is responsible for 20% of the authorized project cost and 100% of any overruns above the federally authorized amount. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government will remit a warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- I. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- L. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests through negotiations, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- M. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

CSJ #0914-04-267
 District #14
 Code Chart 64 #50227
 Travis – McKinney Falls Pedestrian
 Way
 CFDA # 20.205

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- N. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- O. When the Local Government administers any portion of the project and seeks reimbursement from the State, such request must be submitted within sixty (60) days from the date the cost is incurred or reimbursement may be jeopardized.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County Judge Travis County 314 W. 11 th Street Austin, Texas 78767	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

15. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

17. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary, to comply with ARRA regulations.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

In accordance with Section 902 of the ARRA Act of 2009, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or sub-grant; and
- b. to interview any officer or employee of the contractor, grantee or sub-grantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the ARRA Act of 2009 are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

accordingly. Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

Should this agreement authorize the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

For projects including buildings, the Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

29. Signatory Warranty.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)
Name: Samuel T. Biscoe
Title: Travis County Judge
Date: _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation
Date: _____

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

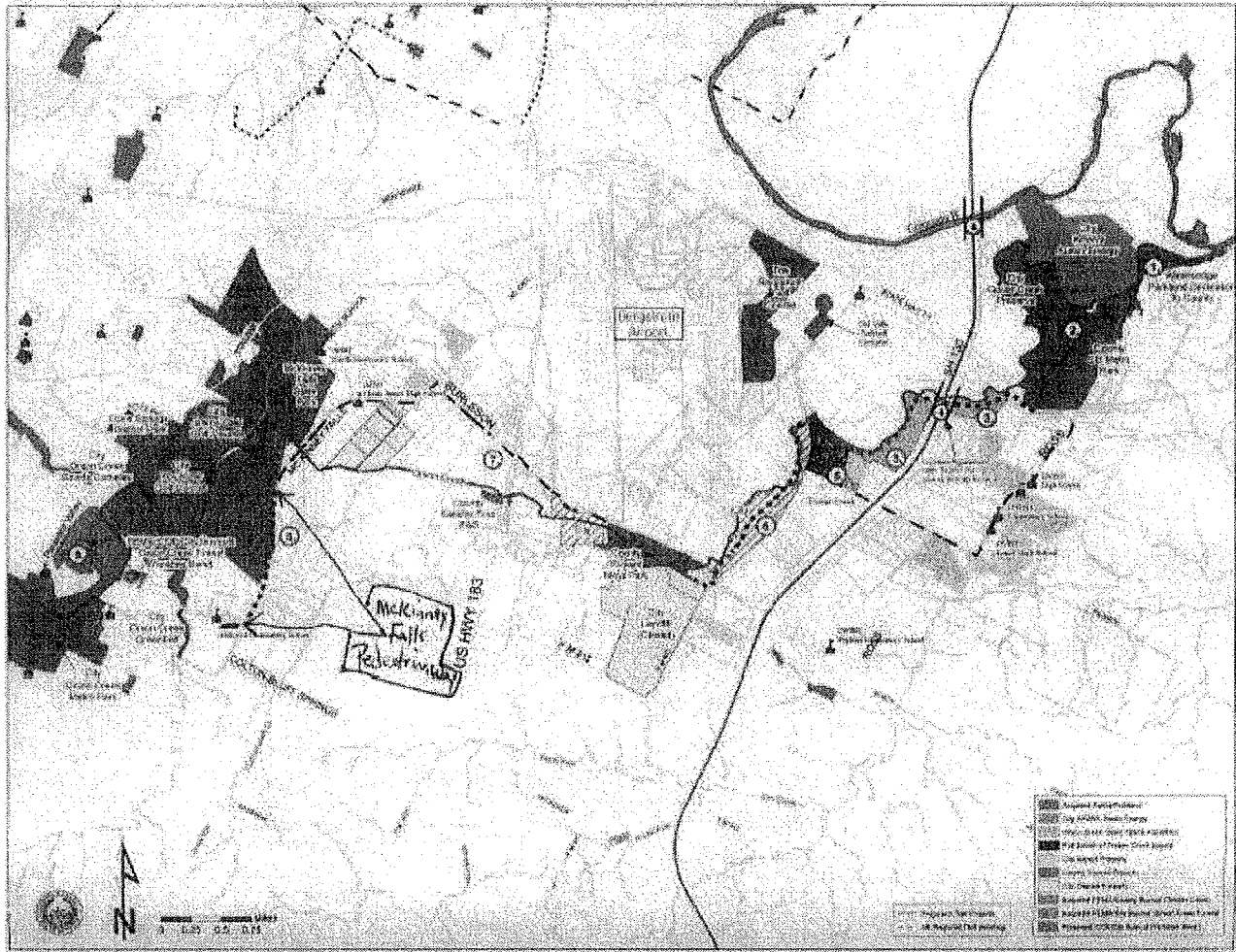
ATTACHMENT A

RESOLUTION OF LOCAL GOVERNMENT

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

ATTACHMENT B

PROJECT LOCATION MAP



CSJ #0914-04-267
 District #14
 Code Chart 64 #50227
 Travis – McKinney Falls Pedestrian
 Way
 CFDA # 20.205

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Construction of pedestrian facility	Total Estimated Cost or Value	Federal Participation (80% or <) Max TE \$		State Participation		Local Participation (20% or greater)	
		%	Cost	%	Cost	%	Cost
PE – includes design, planning, PS&E, clearances & administration	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$75,000	80%	\$60,000	0%	0%	20%	\$15,000
ROW – Acquisition and/or associated costs	\$0	0%	0%	0%	0%	0%	0%
Construction - includes work bid items and E&C	\$927,165	80%	\$741,732	0%	\$0	20%	\$185,433
Add value of applicable In-kind donation to Total Estimate Cost column (20% maximum)	\$0						
Subtotal	\$1,002,165		\$801,732		\$0		\$200,433
Subtract In-kind Contribution Credit - in Local Participation's column	\$0		\$0		\$0		\$0
Misc. Cost – Non Reimbursable	\$0		\$0		\$0	100%	\$0
							\$0
TxDOT Administrative cost incurred:							Local cash subtotal
PE-Engineering Phase -Direct State Costs-reviews, clearances, admin., etc (10% of project cost)	\$100,217	80%	\$80,174	0%	\$0	20%	\$20,043
Construction Phase – Direct State Costs-oversight, inspection, site visits, etc. (5% of project cost)	\$50,108	80%	\$40,086	0%	\$0	20%	\$10,022
Subtotal	\$150,325		\$120,260	0%	\$0		\$30,065
TOTAL	\$1,152,490		\$921,992	0%	\$0		\$230,498

CSJ #0914-04-267
District #14
Code Chart 64 #50227
Travis – McKinney Falls Pedestrian
Way
CFDA # 20.205

The Estimated Total Participation by the Local Government is \$230,498, plus 100% of overruns. Payment of the Local Government's share of the State's Direct State Costs for PE and associated cost to be incurred is \$20,043, due within 30 days from execution of the AFA. Payment of the Local Government's share of the State's Direct State Costs for the Construction Phase and associated cost to be incurred is \$10,022, due 60 days prior to the construction contract being advertised for bids. This is an estimate. The eligible percent of the required local match is 20% as stated in the nomination. The final amount of Local Government participation will be based on actual costs and values. The maximum federal TE funds available for the Project are \$921,992.

**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT
WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR
CONSTRUCTION OF MCKINNEY FALLS PARKWAY PEDESTRIAN
WAY**

WHEREAS, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

WHEREAS, on July 29, 2010, the Commission passed Minute Order 112342 authorizing the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT"), to undertake a highway improvement project for the construction of a pedestrian and bike facility extending from the entrance of McKinney Falls State Park to William Cannon Drive (the "Project"); and

WHEREAS, the Travis County Commissioners Court finds that the construction of a pedestrian and bike facility extending from the entrance of McKinney Falls State Park to William Cannon Drive would facilitate the movement of people, goods, and services in Travis County and would benefit the residents of Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute the attached Advance Funding Agreement for a Transportation Enhancement Project under which, among other things:

1. Travis County will be required to contribute 20% of the funds needed to match 80% in state concession funding, estimated to be \$230,498 and \$921,992, respectively, towards the design and construction of approximately 6000 feet of pedestrian-way facilities along McKinney Falls Parkway between William Cannon Drive, near Hillcrest Elementary School, and the entrance to McKinney Falls State Park;
2. Travis County will pay 100% of cost overruns for the Project; and
3. As part of its contribution, Travis County will be required to pay 20% of Direct State Costs for the Engineering Phase (which is approximately 10% of the Project cost and totals about \$20,043 for the County's share of costs) and the Construction Phase of the Project (which is approximately 5% of the Project cost and totals about \$10,022 for the County's share of costs).

BE IT SO ORDERED ON THIS 30th DAY OF November, 2010.

By: Samuel T. Biscoe
Samuel T. Biscoe, County Judge

Ron Davis
Ron Davis, Commissioner
Precinct 1

Sarah Eckhardt
Sarah Eckhardt, Commissioner
Precinct 2

Karen Huber
Karen Huber, Commissioner
Precinct 3

Margaret J. Gómez
Margaret Gómez, Commissioner
Precinct 4

Travis County Commissioners Court Agenda RequestVoting Session 01/18/2011
(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. **Consider and take appropriate action on the following for Southview Hills Estates Subdivision in Precinct Four:**

A. Approve a Final Plat;

B. Approve a Construction Agreement; and

C. Approve a Cash Security Agreement.

C. Approved by:

Commissioner Margaret Gomez, Precinct Four

- 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:

~~NO~~ Sarah C. Sumner: 854-7687
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

January 6, 2011

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director of Development Services 

SUBJECT: Southview Hills Estates Subdivision, Precinct Four

Consider and take appropriate action on the following for Southview Hills Estates Subdivision in Precinct Four:

- A. Approve a Final Plat;
- B. Approve a Construction Agreement; and
- C. Approve a Cash Security Agreement.

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 21 single-family lots and one private street lot on 27.602 acres. The private street is 2,290 linear feet and has been approved as a single outlet by the Fire Marshall's office. Parkland fees of \$5,873 have been paid. Water is to be provided by Creedmore Maha and sewage service is to be provided by On-Site Septic approved by Travis County. Fiscal has been posted with Travis County.

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

ISSUES:

Staff is not aware of any issues at this time.

BUDGETARY AND FISCAL IMPACT:

None.

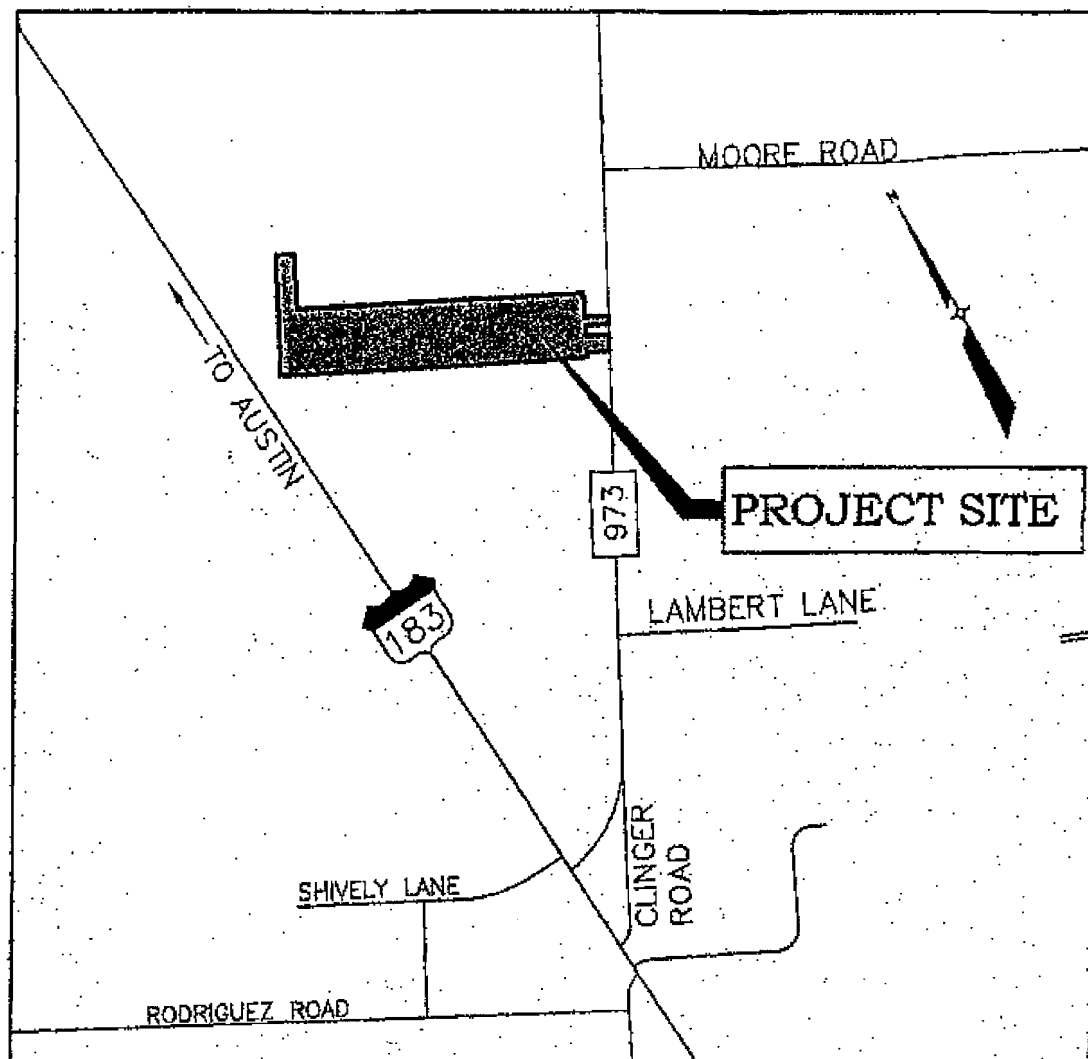
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Plat, Precinct Map, Construction Agreement, Cash Security Agreement
SCS 0807

Southview Hills Estates Location Map

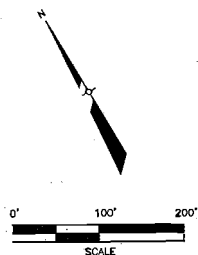


LOCATION MAP

1" = 1000'

SOUTHVIEW HILLS ESTATES SUBDIVISION

TRAVIS COUNTY, TEXAS



LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S27°42'21"W	47.83'	
L2	S32°08'53"W	31.63'	
L3	S28°27'11"W	80.18'	

CURVE TABLE							
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA	
C1	12.17	7558.74	6.09	12.17	S28°37'14"W	0°05'32"	
C2	120.33	7558.74	60.17	120.33	N29°43'44"E	0°54'44"	
C3	95.71	1300.00	47.88	95.69	N64°36'16"W	4°13'08"	
C4	178.34	2471.09	89.21	178.31	S64°38'46"E	4°08'07"	
C5	292.54	60.00	50.92	77.65	S27°25'16"W	2°78'21'34"	
C6	182.67	2531.09	91.38	182.63	S64°38'46"E	4°08'07"	
C7	46.17	2471.09	23.09	46.17	S68°10'42"E	1°04'14"	
C8	132.17	2471.09	66.10	132.16	S64°06'39"E	3°03'53"	
C9	76.83	60.00	44.70	71.89	N43°34'59"W	7°32'08"	
C10	66.68	60.00	37.26	63.30	S61°53'41"W	6°34'03"	
C11	98.31	60.00	64.20	87.67	S16°52'53"E	9°35'37"	
C12	50.72	60.00	26.99	49.23	S88°02'21"E	48°26'18"	
C13	61.59	2531.09	30.80	61.59	S63°16'32"E	1°23'39"	
C14	121.09	2531.09	60.55	121.07	S65°20'35"E	2°44'28"	
C15	81.29	1240.00	45.67	81.27	N64°36'16"W	4°13'08"	
C16	48.18	1240.00	24.09	48.18	N65°38'02"W	2°13'35"	
C17	43.11	1240.00	21.58	43.11	N63°29'29"W	1°59'31"	
C18	21.68	25.00	11.57	21.00	S37°44'19"E	49°40'47"	
C19	21.68	25.00	11.57	21.00	N87°25'06"W	49°40'47"	

LEGEND

- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- D.E. DRAINAGE EASEMENT
- [A] BLOCK NAME

GLBERT ANGLIANO AND WIFE,
28753349 T.C.O.P.R.
59.691 AC.

30' WIDE
LO-VACA GATHERING CO.
GAS PIPE LINE
EASEMENT
VOL. 4187, PG. 1315

STATE HIGHWAY 183

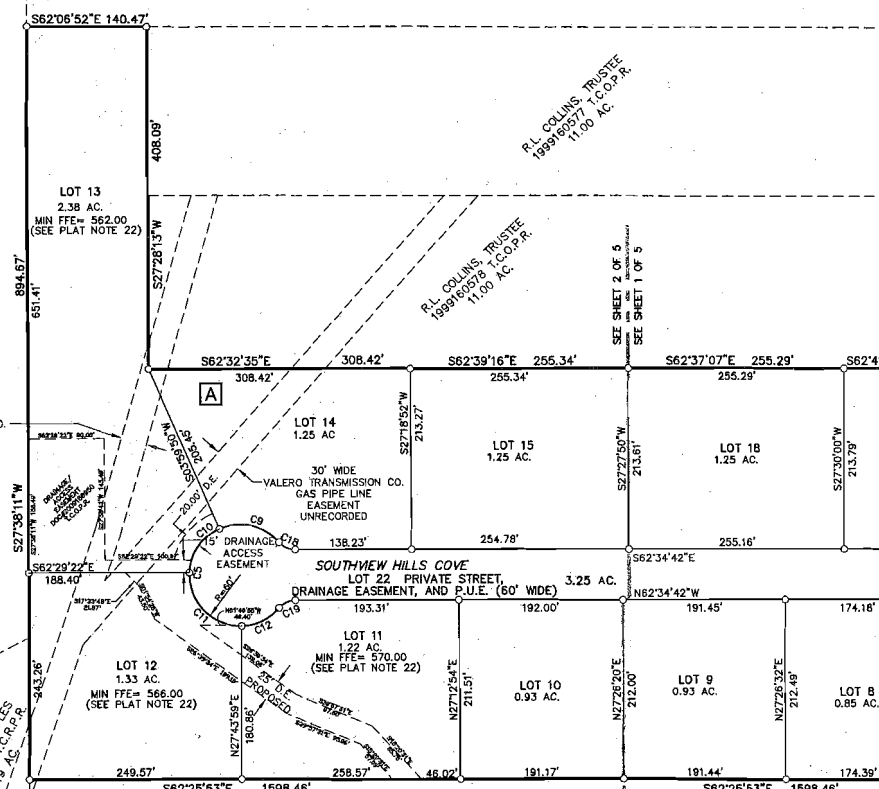
ROCKY COOK AND
SANDRA K. STAPLES
128597040 T.C.O.P.R.
64.9 AC.

GEORGE J. SNA,
126447153 T.C.O.P.R.
84.654 AC.

R.L. COLLINS, TRUSTEE
199916057 T.C.O.P.R.
11.00 AC.

R.L. COLLINS, TRUSTEE
199916057 T.C.O.P.R.
11.00 AC.

JEFFERY JAMES PASSELL
123037241 T.C.O.P.R.
10.3 AC.



SEE SHEET 2 OF 5
SEE SHEET 1 OF 5

4 CUATRO
Consultants, LTD
3601 Kyle Crossing, Suite B, Flower (212) 515-2001 Fax (212) 515-9399
Kyle, Texas 77603 e-mail: cuatros@cuatrosconsultants.com
CASE NO. C8J-2008-0237.2A

SOUTHVIEW HILLS ESTATES SUBDIVISION

TRAVIS COUNTY, TEXAS

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

SAMANTHA ANN GUERRERO
8922 S F.M. 973
AUSTIN, TEXAS 78719

SAMANTHA ANN GUERRERO

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SAMANTHA ANN GUERRERO, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

JERMAN VASQUEZ AND SYLVIA G. VASQUEZ
2848 F.M. 1185
LOCKHART, TEXAS 78644

JERMAN VASQUEZ

SYLVIA G. VASQUEZ

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JERMAN VASQUEZ AND SYLVIA G. VASQUEZ, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

REFUGIO CASTRO AND SUSANA CASTRO
8914-O F.M. 973
AUSTIN, TEXAS 78719

REFUGIO CASTRO

SUSANA CASTRO

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED REFUGIO CASTRO AND SUSANA CASTRO, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

JESSE L. COLUNGA,
8914 S FM 973 APT. 1
AUSTIN, TEXAS 78719

JESSE L. COLUNGA

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JESSE L. COLUNGA, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

AURELIANDO GALINDO
8914-O F.M. 973
AUSTIN, TEXAS 78719

AURELIANDO GALINDO

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

ROCKY COOK AND SANDRA COOK
8723 HIGHWAY 183 S
AUSTIN, TEXAS 78747

ROCKY COOK

SANDRA COOK

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ROCKY COOK AND SANDRA COOK, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

VICTOR E. PINON AND YOLANDA HERNANDEZ
5844 PINO VISTA DRIVE
AUSTIN, TEXAS 78724

VICTOR E. PINON

YOLANDA HERNANDEZ

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED VICTOR E. PINON AND YOLANDA HERNANDEZ, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

CATALINA CASAS AND CELIA CASAS
2304 WRTZ, APARTMENT 103
AUSTIN, TEXAS 78704
JOSE V. RANGEL AND WIFE, REYNA A. CASAS
820 S VIEW RIDGE DRIVE
AUSTIN, TEXAS 78724

CATALINA CASAS

CELIA CASAS

JOSE V. RANGEL

REYNA A. CASAS

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED CATALINA CASAS AND CELIA CASAS, AND JOSE V. RANGEL AND WIFE, REYNA A. CASAS, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

DONALD ROOSE AND WIFE, MARSHA ROOSE
8914 S FM 973
AUSTIN, TEXAS 78719

DONALD ROOSE

MARSHA ROOSE

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED DONALD ROOSE AND WIFE, MARSHA ROOSE, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

JOSE F. CASTILLO AND WIFE, MARTHA ELVA CASTILLO
1108 DESIRABLE DR
AUSTIN, TEXAS 78721

JOSE F. CASTILLO

MARTHA ELVA CASTILLO

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOSE F. CASTILLO AND WIFE, MARTHA ELVA CASTILLO, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

MARIA M. COCKE AND ERNEST B. COCKE, JR.
8914-E F.M. 973
AUSTIN, TEXAS 78719

MARIA M. COCKE

ERNEST B. COCKE, JR.

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MARIA M. COCKE AND ERNEST B. COCKE, JR., KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

CASE NO. CBJ-2008-023724

4 CUATRO
consultants, LTD
3401 Kyle Crossing Suite D, P.O. Box 511211-0000, Fm 511211-1997
Killeen, Texas 76520 email: cuatro@cuatroconsultants.com

SHEET 4 OF 5

SUBMITTAL DATE: FEBRUARY, 2009

SOUTHVIEW HILLS ESTATES SUBDIVISION TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT SOUTHVIEW HILLS INVESTMENTS, BEING THE OWNERS OF THE REMAINDER OF A 27.60 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 6806, PAGE 824, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

MARCOS RUIZ, JR. AND CLARISSA RUIZ, BEING THE OWNERS OF A 1.325 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2003268851, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS,

AND CONSTANTINO NAVARRO, BEING THE OWNER OF A 0.603 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2002056314, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

EUGENE PEREZ AND TERESA A. PEREZ, BEING THE OWNERS OF A 0.628 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 200402297, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

JEREMIAH PAUL GUERRERO, BEING THE OWNER OF A 1.021 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2004091379, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

SELMA LEE GUERRERO, BEING THE OWNER OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2004091377, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

JASON A. RODRIGUEZ AND AMANDA A. RODRIGUEZ BEING THE OWNERS OF A 0.850 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2004152217, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

SAMANTHA ANN GUERRERO, BEING THE OWNER OF A 0.933 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2004091378, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

JERMAN VASQUEZ AND WIFE, SYLVIA G. VASQUEZ, BEING THE OWNERS OF A 0.930 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 200404361, OF THE OFFICIAL PUBLIC RECORDS, OF TRAVIS COUNTY, TEXAS, AND

REFUGIO CASTRO AND SUSANA CASTRO, BEING THE OWNERS OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 13232, PAGE 1879, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

JESSE L. COUNIGA, BEING THE OWNER OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN VOLUME 8940, PAGE 540, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND

AURELIANO GALINDO BEING THE OWNER OF 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN VOLUME 9078, PAGE 683, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

ROCKY COOK AND SANDRA COOK, BEING THE OWNERS OF A 1.330 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2003268850, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

VICTOR E. PINON AND YOLANDA HERNANDEZ, BEING THE OWNERS OF A 2.378 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2002103863, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

CATALINA CASAS AND CELIA CASAS, AND JOSE V. RANGEL AND WIFE, REYNA A. CASAS, BEING THE OWNERS OF A 1.25 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2009054326, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

DONALD ROOSE AND WIFE, MARSHA ROOSE, BEING THE OWNERS OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 12000, PAGE 1785, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

JOSE F. CASTILLO AND WIFE, MARTHA ELVA CASTILLO BEING THE OWNERS OF TRACT 15, A 0.825 ACRE TRACT AND TRACT 26, A 0.625 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2001059791, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

MARIA M. COCKE AND ERNEST B. COCKE, JR., BEING THE OWNERS OF 1.247 ACRES OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 11009, PAGE 538, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, HEREIN SUBDIVIDE 27.60 ACRES OF LAND, TO BE KNOWN AS "SOUTHVIEW HILLS ESTATES" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO AN AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY OEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

THE UNDERSIGNED OWNERS DO HEREBY SUBDIVIDE 27.60 ACRES OF LAND OUT OF SAID SOUTHVIEW HILLS INVESTMENTS TRACT IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SOUTHVIEW HILLS ESTATES" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

MARCOS RUIZ AND CLARISSA RUIZ
10200 RODRIGUEZ ROAD, APARTMENT A
AUSTIN, TEXAS 78747

MARCOS RUIZ, JR.

CLARISSA RUIZ

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MARCOS RUIZ, JR. AND CLARISSA RUIZ, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

CONSTANTINO NAVARRO
4801 TIMBER CREEK DRIVE
DEL VALLE, TEXAS 78817

CONSTANTINO NAVARRO

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

EUGENE PEREZ AND TERESSA A. PEREZ
8914-H F.M. 973
AUSTIN, TEXAS 78719

EUGENE PEREZ

TERESSA A. PEREZ

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED EUGENE PEREZ AND TERESSA A. PEREZ, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

JEREMIAH PAUL GUERRERO
8922 S. F.M. 973
AUSTIN, TEXAS 78719

JEREMIAH PAUL GUERRERO

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JEREMIAH PAUL GUERRERO, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

SOUTHVIEW HILLS INVESTMENTS
P.O. BOX 150294
AUSTIN, TEXAS 78715

BY: SAMUEL L. GUERRERO

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SAMUEL L. GUERRERO, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

SELMA LEE GUERRERO
8922 S. F.M. 973
AUSTIN, TEXAS 78719

SELMA LEE GUERRERO

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED SELMA LEE GUERRERO, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

WITNESS MY HAND THIS _____ DAY OF _____, 2010.

JASON A. RODRIGUEZ AND AMANDA A. RODRIGUEZ
8914-V F.M. 973
AUSTIN, TEXAS 78719

JASON A. RODRIGUEZ

AMANDA A. RODRIGUEZ

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JASON A. RODRIGUEZ AND AMANDA A. RODRIGUEZ, KNOWN TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

(SEAL)

NOTARY PUBLIC'S SIGNATURE

4 CUATRO
Consultants, LTD
3601 Lytle Creek, Suite D, Austin, TX 78746
Kyle, Texas 78746

SHEET 3 OF 5

SUBMITTAL DATE: FEBRUARY, 2009

CASE NO. CBJ-2008-0237.2A

SOUTHVIEW HILLS ESTATES SUBDIVISION TRAVIS COUNTY, TEXAS

PLAT NOTES:

1. 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 ESTABLISHED BY PLANS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY, EXCEPT THAT RUNOFF IN EXCESS OF THE AMOUNT ESTABLISHED SHALL BE DETAINED BY THE USE OF ON-SITE FLOODING OR OTHER APPROVED METHOD.
2. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS. AREAS OWNED BY HOMEOWNERS ASSOCIATION WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR CONSTRUCTION PLANS 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 DOES NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
6. NO DEVELOPMENT WILL BE PERMITTED WITHIN THE DRAINAGE AND PUBLIC UTILITY EASEMENTS, EXCEPT FOR DRAINAGE FACILITIES AND UTILITIES.
7. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE MATERIALS AND GEOMETRIC DESIGN APPROVED BY TRAVIS COUNTY.
8. PRIOR TO CONSTRUCTION, EXCEPT FOR DETACHED SINGLE FAMILY RESIDENTIAL ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
9. THIS TRACT LIES WITHIN THE SOUTH FORK DRY CREEK WATERSHED, CLASSIFIED AS SUBURBAN WATERSHED.
10. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO CREEDMORE MAHA WATER SUPPLY AND AN APPROVED ON-SITE SEWAGE DISPOSAL SYSTEM.
11. COMMON AREAS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. REFER TO RESTRICTIVE COVENANT FILED IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
12. ALL PRIVATE STREETS SHOWN HEREON, SOUTH VIEW HILLS COVE, AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.
13. ALL DRAINAGE FACILITIES ARE LOCATED WITHIN DRAINAGE EASEMENTS AND COMPLY WITH SECTION 1.2.3.E OF THE C.O.A. DRAINAGE CRITERIA MANUAL.
14. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 30-5-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
15. WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET AREA OF EACH LOT PURSUANT TO LDC SECTION 30-5-211.
16. THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
17. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
18. FINISHED FLOOR ELEVATION ON LOT 1 SHALL BE ONE (1) FOOT ABOVE HIGHEST ADJACENT FEMA FLOOD PLAIN BASE FLOOD ELEVATIONS SHOWN HEREON.
19. EXISTING UTILITY PROVIDERS:

ELECTRIC	: BLUEBONNET ELECTRIC
GAS	: N/A
TELEPHONE	: AT&T
CABLE	: TIME WARNER
WATER	: CREEDMOOR MAHA WSC
WASTEWATER	: ONSITE SEPTIC (APPROVED BY TRAVIS COUNTY)
20. LOT 1, BLOCK A IS RESTRICTED FROM TAKING ACCESS TO FM 973.
21. NEW IMPROVEMENTS TO THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER UTILITY CONSTRUCTION IMPROVEMENTS MUST BE INSPECTED BY THE CITY OF AUSTIN.
22. MINIMUM FINISH FLOOR ELEVATIONS FOR ANY STRUCTURES BUILT ON LOTS 11, 12 AND 13 IN THE SUBDIVISION SHALL BE STATED BELOW UNLESS A LOWER FINISH FLOOR ELEVATION IS DEMONSTRATED TO BE ADEQUATE UPON SEALED ENGINEERING ANALYSIS OF STORM CONDITIONS ON SAID LOT: LOT 11, 570.00 MSL; LOT 12 566.00; LOT 13 562.00 MSL.
23. MINIMUM CULVERT SIZE FOR ANY NEW DRIVEWAYS IS DESIGN 2 CMP# OR 18" DIAMETER CMP.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES:

SUBDIVISIONS UTILIZING ON-SITE WASTEWATER SYSTEMS:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM, THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.
3. NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
4. DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 265 AND TRAVIS COUNTY CODES THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
5. LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING AND APPURTENANT STRUCTURES PER LOT.
6. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.

STACEY SCHEFFEL, D.R., PROGRAM MANAGER
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

DATE

TRAVIS COUNTY:

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD 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, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D., THE 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 CLERK, THE _____ DAY OF _____, 2010, A.D.

DANA DEBEAUVOR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

DEPUTY

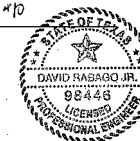
FLOOD PLAIN NOTE:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARDOUS AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP NO. 48453C0015 H AND NO. 48453C0705 H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

ENGINEERS CERTIFICATION:

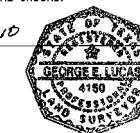
I HEREBY CERTIFY THAT THE INFORMATION AND CALCULATIONS SUBMITTED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE IN COMPLIANCE WITH THE TERMS AND REQUIREMENTS OF TITLE 30 OF AUSTIN CITY CODE.

12-21-10
DAVID RABAGO, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 95445
CUATRO CONSULTANTS, LTD.
3601 KYLE CROSSING, SUITE B
KYLE, TEXAS 78840

**SURVEYORS CERTIFICATION:**

I, GEORGE E. LUCAS, 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 IN 2002, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

12-21-10
GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4160, STATE OF TEXAS
CUATRO CONSULTANTS, LTD.
3601 KYLE CROSSING, SUITE B
KYLE, TEXAS 78840



THIS SUBDIVISION IS LOCATED WITHIN THE 5-MILE ETJ OF THE CITY OF AUSTIN, THIS THE _____ DAY OF _____, 2010, A.D.

ACCEPTED AND AUTHORIZED FOR RECORD BY GREG GUERNSEY, DIRECTOR, PLANNING AND DEVELOPMENT DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE _____ DAY OF _____, 2010, A.D.

GREG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING & PLATTING COMMISSION OF THE CITY OF AUSTIN, THIS THE _____ DAY OF _____, 2010, A.D.

CHAIRPERSON _____ SECRETARY _____

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK _____ M., IN DOCUMENT NO. _____ OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

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

DANA DEBEAUVOR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

4 CUATRO
Consultants, LTD.
3601 Kyle Crossing, Suite B, P.O. Box 111111, Austin, TX 78711-1111
Kyle, Texas 78840
CASE NO. CBJ-2008-0237.2A

Southview Hills Estates Precinct Map

[Save to My Maps](#)


Travis County Commissioners Precincts


11,896 views - Public


Created on Jul 21, 2009 - Updated Jul 21, 2009


By [Travis County GIS](#)

[Rate this map](#) - [Write a comment](#)

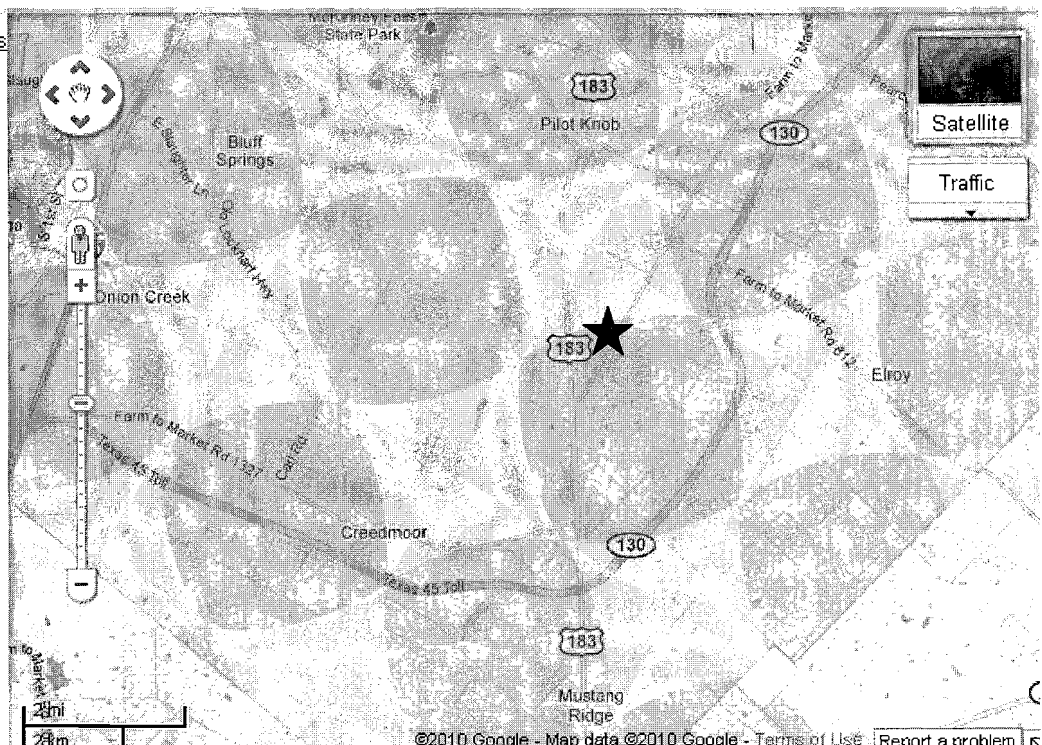
 **Precinct 1 Ron Davis**
http://www.co.travis.tx.us/commissioners_court/precinct1.asp

 **Precinct 2 Sarah Eckhardt**
http://www.co.travis.tx.us/commissioners_court/precinct2.asp

 **Precinct 3 Karen Huber**
http://www.co.travis.tx.us/commissioners_court/precinct3.asp

 **Precinct 4 Margaret Gomez**
http://www.co.travis.tx.us/commissioners_court/precinct4.asp

[Report a problem](#)



©2010 Google - Map data ©2010 Google - Terms of Use - [Report a problem](#)

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Southview Hills Investments (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Southview Hills Estates" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;

b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;

c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

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

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: Southview Mills Investments
P.O. Box 150294
Austin TX 78715

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

Sam Guerrero
Southview Hills Investments
PO Box 150294
Austin, TX 78715

Samuel T. Biscoe, County Judge

Date:

By: Sam Guerrero
Name: Sam Guerrero
Title: Owner
Authorized Representative
Date: 12-28-2010

ACKNOWLEDGEMENT

Travis County, Texas:
STATE OF TEXAS

COUNTY OF TRAVIS

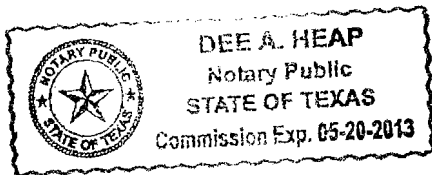
This instrument was acknowledged before me on the ____ day of _____, by
_____, in the capacity stated herein.


Signature of Notary

Subdivider:
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 28 day of December, ²⁰¹⁰ by
SAM GUERRERO, in the capacity stated herein.




Signature of Notary

After Approval Return to:
Transportation and Natural Resources
P.O. Box 1748
Attn: Sarah Sumner
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

KNOW ALL MEN BY THESE PRESENTS, THAT SOUTHVIEW HILLS INVESTMENTS, BEING THE OWNERS OF THE REMAINDER OF A 27.60 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 8906, PAGE 624, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

MARCOS RUIZ, JR. AND CLARISSA RUIZ, BEING THE OWNERS OF A 1.325 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2003268651, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS,

AND CONSTANTINO NAVARRO, BEING THE OWNER OF A 0.803 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2002058314, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

EUGENE PEREZ AND TERESA A. PEREZ, BEING THE OWNERS OF A 0.626 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 200402297, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

JEREMIAH PAUL GUERRERO, BEING THE OWNER OF A 1.021 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2004091379, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

SELMA LEE GUERRERO, BEING THE OWNER OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2004091377, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

JASON A. RODRIGUEZ AND AMANDA A. RODRIGUEZ BEING THE OWNERS OF A 0.850 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2004152217, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

SAMANTHA ANN GUERRERO, BEING THE OWNER OF A 0.933 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN DOCUMENT NO. 2004091378, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

JERMAN VASQUEZ AND WIFE, SYLVIA G. VASQUEZ, BEING THE OWNERS OF A 0.930 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 200404361, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

REFUGIO CASTRO AND SUSANA CASTRO, BEING THE OWNERS OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 13232, PAGE 1879, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

JESSE L. COLUNGA, BEING THE OWNER OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN VOLUME 8940, PAGE 540, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND

AURELIANDO GALINDO BEING THE OWNER OF 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO ME BY DEED RECORDED IN VOLUME 9076, PAGE 683, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

ROCKY COOK AND SANDRA COOK, BEING THE OWNERS OF A 1.330 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2003268650, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

VICTOR E. PINON AND YOLANDA HERNANDEZ, BEING THE OWNERS OF A 2.378 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2002103863, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

CATALINA CASAS AND CELIA CASAS, AND JOSE V. RANGEL AND WIFE, REYNA A. CASAS, BEING THE OWNERS OF A 1.25 ACRE TRACT OF LAND OUT OF THE I.A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2009054326, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

DONALD ROOSE AND WIFE, MARSHA ROOSE, BEING THE OWNERS OF A 1.250 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 12000, PAGE 1785, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND

JOSE F. CASTILLO AND WIFE, MARTHA ELVA CASTILLO BEING THE OWNERS OF TRACT 15, A 0.625 ACRE TRACT AND TRACT 26, A 0.625 ACRE TRACT OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2001059791, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND

MARIA M. COCKE AND ERNEST B. COCKE, JR., BEING THE OWNERS OF 1.247 ACRES OF LAND OUT OF THE I. A. PASCHAL SURVEY NO. 504, ABSTRACT NO. 633, TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 11009, PAGE 538, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 27.60 ACRES OF LAND, TO BE KNOWN AS "SOUTHVIEW HILLS ESTATES" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO AN AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

THE UNDERSIGNED OWNERS DO HEREBY SUBDIVIDE 27.60 ACRES OF LAND OUT OF SAID SOUTHVIEW HILLS INVESTMENTS TRACT IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SOUTHVIEW HILLS ESTATES" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/ OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER [REDACTED] OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Southview Hills Investments

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$4,046.00

SUBDIVISION: Southview Hills Estates

DATE OF POSTING:

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 CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER 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 Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). 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 prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

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

Cash Security Agreement

Cash Security Agreement
Page 2

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

DEVELOPER

ADDRESS OF DEVELOPER

By: Southview Hills Investments

PO Box 150294

Name: Sam Guerrero

Austin, TX 78715

Title: Owner

Date: _____

Phone: 512-243-1610

SIGN ONLY ONE

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

Name

Date

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

Name

Date

Cash Security Agreement
Page 3

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

Travis County Commissioners Court Agenda RequestVoting Session 1/18/11
(Date)Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on the following regarding the Groundwater Availability Stakeholder Committee:

A. Membership Composition;

B. Appointment Process; and

C. Committee Charter

C. Approved by:

 Sam 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 the Agenda Request and backup to them:

Anna Bowlin: 854-9383Jon White: 854-9383Stacey Scheffel: 854-9383Thomas Weber: 854-9383Tom Nuckols: 854-9144

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

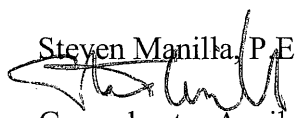
STEVEN M. MANILLA, PE, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

January 7, 2011

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Steven Manilla, P.E., Executive Manager, TNR


SUBJECT: Groundwater Availability Stakeholder Committee

Summary and Staff Recommendation

On October 19, 2010, the Commissioners Court approved an amendment to Chapter 82, Travis County Code, to adopt temporary subdivision plat approval requirements regarding the availability and protection of groundwater from the Trinity Group Aquifers.

It is recommended that the Travis County Commissioners Court appoint a stakeholder committee to assist TNR staff identify, review, and analyze issues relating to availability and protection of groundwater aquifers in Travis County. Members of the Stakeholder Committee will make recommendations for rules regarding availability and protection of groundwater.

Membership Composition

The stakeholder committee should be comprised of fifteen members with representation from eastern and western Travis County. Due to the differing characteristics of the hydrogeology, and the differing activities that are dependent on groundwater resources throughout the county, the stakeholder committee composition will be different in the eastern and western Travis County.

Memorandum to the Commissioners Court
Groundwater Availability Stakeholder Committee
Page 2 of 8

In eastern Travis County the committee will be comprised of nine members who represent the following interests:

- Residential Developer/Builder;
- Large Tract Landowner on Well;
- Agriculture with active agricultural activities;
- Rancher with active ranching activities (livestock);
- Smaller Tract Homeowner on an Individual Well;
- Smaller Tract Homeowner on Commercially Provided Groundwater;
- Environmental Community;
- Emergency Management; and
- Commercial Groundwater Provider.

In western Travis County the committee will be comprised of six members who represent the following interests:

- Residential Developer/Builder;
- Large Tract Landowner on Well;
- Rancher with active ranching activities (livestock);
- Smaller Tract Homeowner on an Individual Well;
- Environmental Community; and
- Emergency Management.

The TNR staff and professionals with scientific expertise in hydrogeology will assist the stakeholders in a technical support role.

Appointment Process

To enhance recruitment, it is proposed the information regarding this stakeholder committee be placed on the Travis County website for a two week period and emailed to constituent lists. The committee charter, the appointment threshold criteria along with an application form would be placed on the website. The application form would ask for the applicant's address, contact information, identify which precinct they live in, and whether they have experience serving on previous Travis County stakeholder committees. The form will also include areas for the applicant to check what interests they represent. A space would be provided for the applicant to give a short explanation as to why they would like to be on the committee and for the applicant to state their relevant expertise.

TNR recommends that the Commissioners Court appoint the stakeholder members during the February 8, 2011 Commissioners Court meeting. The eastern stakeholders will be appointed by Commissioners Davis, Eckhardt, and Gomez while the western stakeholders will be appointed by Commissioner Huber and Judge Biscoe.

Memorandum to the Commissioners Court
Groundwater Availability Stakeholder Committee
Page 3 of 8

Committee Charter

Initially, the entire committee will meet as a whole to discuss the committee charter, logistics, timelines, and groundwater issues that are common to both eastern and western Travis County. The entire committee will:

- Review scientific literature relating to Trinity Aquifers, Colorado River Alluvial Aquifer, and similar pertinent groundwater availability information;
- Review information on ways to enhance water availability demonstrations from local and state hydrogeologists;
- Review the groundwater availability requirements found in Travis County's subdivision regulations and the subdivision regulations of surrounding counties; and
- Review information regarding the water needs of a subdivision for emergency situations including fire fighting.

At the conclusion of these activities, the committee will split into two sub-committees to look at water related challenges that are unique to eastern and western Travis County. Each sub-committee will give advice on proposed subdivision rule amendments for their portion of the county. The stakeholder committee (as well as the sub-committees) will primarily meet once a month but second monthly meetings may be scheduled, as needed, to fulfill the group's charter. It is proposed that the sub-committees meet concurrently, but it is possible that one sub-committee could finish the process, and propose rule modifications while the other sub-committee is still ongoing.

Budget and Fiscal Impact

Performing the necessary tasks associated with information gathering and analysis, stakeholder interaction, and rulemaking activities will take a significant amount of staff time and relocation of priorities in the department Annual Work Program.

Required Authorizations

None identified

Exhibits

Charter, Appointment Threshold Criteria, Stakeholder Committee Information, Website application

cc: Jon White
Anna Bowlin
Thomas Weber
Stacey Scheffel
Tom Nuckols

SM:ab 1105

Exhibit A – DRAFT

CHARTER

2011 Travis County Water Availability Stakeholder Committee

1. This Stakeholder Committee shall be composed of fifteen members, nine from eastern Travis County and six from western Travis County. Commissioners Davis, Eckhardt and Gomez and will each appoint three members so that the following interests are represented in eastern Travis County:
 1. Residential Developer/Builder;
 2. Large Tract Landowner on Well;
 3. Rancher with active ranching activities (livestock);
 4. Smaller Tract Homeowner on an Individual Well;
 5. Environmental Community;
 6. Emergency Services Provider;
 7. Commercial Groundwater Provider;
 8. Smaller Tract Homeowner on Commercially Provided Groundwater; and
 9. Agriculture with active agricultural activities.

Commissioner Huber and Judge Biscoe will each appoint three members in western Travis County so the following interests are represented:

1. Residential Developer/Builder;
 2. Large Tract Landowner on Well;
 3. Rancher with active ranching activities (livestock);
 4. Smaller Tract Homeowner on an Individual Well;
 5. Environmental Community; and
 6. Emergency Services Provider.
2. The TNR staff will lead, facilitate, and direct the work of the Committee and ultimately will recommend rule amendments to the Commissioners Court in consideration of the advice and viewpoints of the entire Committee. On appropriate issues, alternative viewpoints will be communicated when unanimity of the Committee has not resulted.
3. The Committee shall establish its own operating procedures (with the guidance of this charter). The Committee shall hold regular meetings on a monthly basis but the Committee could elect to meet more frequently as appropriate.
4. The work of the Committee would operate in an open and inclusive process to study groundwater availability requirements in more detail and determine what strategies could be enacted under the existing authorities granted by the legislature.

Memorandum to the Commissioners Court
Groundwater Availability Stakeholder Committee
Page 5 of 8

5. The Committee will initially meet as a whole to study groundwater issues that affect the entire county but will break into two sub-committees to study issues that are unique to eastern and western Travis County.
6. It is a fundamental expectation of the Commissioners Court in relation to the Committee that the elements of this charter should only be implemented by the Committee or its appointed sub-committees. This effort should be at stated meeting times, properly called, and at which all the members of the Committee are given an opportunity to attend. The Committee shall hold regular meetings on a monthly basis but the Committee could elect to meet more frequently as appropriate. Status reports will be provided to the Commissioners Court in a public forum at periodic intervals.
7. The Committee will review pertinent information regarding the groundwater availability in Travis County:
 - Review scientific literature relating to Trinity Aquifers, Colorado River Alluvial Aquifer, and similar pertinent groundwater availability information;
 - Review information on ways to enhance water availability demonstrations from local and state hydrogeologists;
 - Review the groundwater availability requirements found in Travis County's subdivision regulations and the subdivision regulations of surrounding counties; and
 - Review information regarding the water needs of a subdivision for emergency situations including fire fighting.
8. The Committee, through TNR, will make recommendations and give advice to the Commissioners Court for consideration of revised subdivision rules to protect critical underground water supplies.
9. The Committee will not evaluate water rate utility increases as Travis County is not a water utility provider.
10. The Stakeholder Committee advisory process will be targeted for completion by June 30, 2011, or sooner if possible. This deadline will allow for the initiation of the formal rule making process, at least one public hearing on the rule proposal, and adoption of revised rules by October 31, 2011 (the date of the temporary suspension's expiration). The Commissioners Court will be advised if the advisory process timeline needs to be extended.

Memorandum to the Commissioners Court
Groundwater Availability Stakeholder Committee
Page 6 of 8

Exhibit B – DRAFT
Appointment Threshold Criteria

Threshold criteria for all appointments:

- Resident of Travis County;
- Possesses skills or knowledge relevant to entity's mission;
- Possesses experience with or knowledge of private and public entities dealing with subject matter;
- Has effective communication skills and a reputation for incisive argument, consensus-building and fairness;
- Can commit to attending at least 70% of all regularly scheduled meetings; and
- Possesses life experience and/or skills that contribute to the diversity of viewpoints on the body.

Memorandum to the Commissioners Court
Groundwater Availability Stakeholder Committee
Page 7 of 8

Exhibit C – DRAFT
Stakeholder Group Information

The Travis County Commissioners Court is accepting applications from individuals who are interested in serving on a Groundwater Availability Stakeholder Committee. This committee will help Travis County staff examine water availability problems in more detail and determine what strategies should be enacted under the existing authorities granted by the legislature. The Committee shall hold regular meetings on a monthly basis but the Committee could elect to meet more frequently as appropriate.

For more information please regarding the Groundwater Availability Committee please see the following:

([link to charter](#)) ([link to appointment threshold criteria](#))

If you are interested in serving on the Groundwater Availability Stakeholder Committee, please submit the application form before February 3, 2011.

([link to website with application form](#))

Or contact Anna Bowlin at Travis County TNR, PO Box 1748, Austin Texas 78767 or at 512-854-7561.

Memorandum to the Commissioners Court
Groundwater Availability Stakeholder Committee
Page 8 of 8

Exhibit C – DRAFT
Website Application

The Travis County Commissioners Court is accepting applications from individuals who are interested in serving on a Groundwater Availability Stakeholder Committee. This committee will help Travis County staff examine water availability problems in more detail and determine what strategies should be enacted under the existing authorities granted by the legislature. The Committee shall hold regular meetings on a monthly basis but the Committee could elect to meet more frequently as appropriate.

(link to charter) (link to appointment threshold criteria)

If you are interested in serving on the Groundwater Availability Stakeholder Committee, please submit the following form before February 3, 2011.

Name: _____

Address: _____

Email Address: _____

Phone: _____

Travis County Precinct: ☐ One ☐ Two ☐ Three ☐ Four

Have you ever served on a Travis County stakeholder committee? _____

If you have served on a Travis County stakeholder committee, please list the name of the committee: _____

Please select all of the following interest areas that you have experience with:

- ☐ Residential Developer/Builder
- ☐ Large Tract Landowner on Well
- ☐ Rancher with active ranching activities (livestock)
- ☐ Agriculture with active agricultural activities
- ☐ Smaller Tract Homeowner on an Individual Well
- ☐ Environmental Community
- ☐ Emergency Services Provider
- ☐ Commercial Groundwater Provider
- ☐ Smaller Tract Landowner (subdivision) on Commercially Provided Groundwater

Why would you like to be on the Groundwater Availability Stakeholder Committee?

Why do you feel you are qualified to serve on this committee? _____

Is there any additional information that you would like us to consider when reviewing your application? _____

Thank you.

18Travis County Commissioners Court Agenda RequestVoting Session 1-18-11
(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. Consider and take appropriate action on the following in Precinct Three: Approve the Skywest Ranch Subdivision Preliminary Plan.

C. Approved by:

Karen Huber
Commissioner Karen Huber, Precinct Three

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

Sarah C. Sumner: 854-7687
Anna Bowlin: 854-7561 Dave Fowler: 854-7590

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
JAN 12 PM 4:20



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

December 22, 2010

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director of Development Services

SUBJECT: Skywest Ranch Preliminary Plan, Precinct Three 

Consider and take appropriate action on the following in Precinct Three:
Approve the Skywest Ranch Subdivision Preliminary Plan.

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 81 lots (79 single family residential, one commercial lot and one open space lot) and 7,295 linear feet of Public Street. This subdivision will be served by the Deer Creek Water Company and have on site septic systems approved by Travis County. The interim rules do apply to this subdivision and buffers have been set around the canyon features on this property. An exception request for crossing the minor waterway buffer zone was granted by staff per the interim rules.

As this preliminary plan meets all Travis County standards and complies with the Interim Rules, TNR staff recommends approval of the plat.

ISSUES:

Staff has not received any inquiries about this project.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

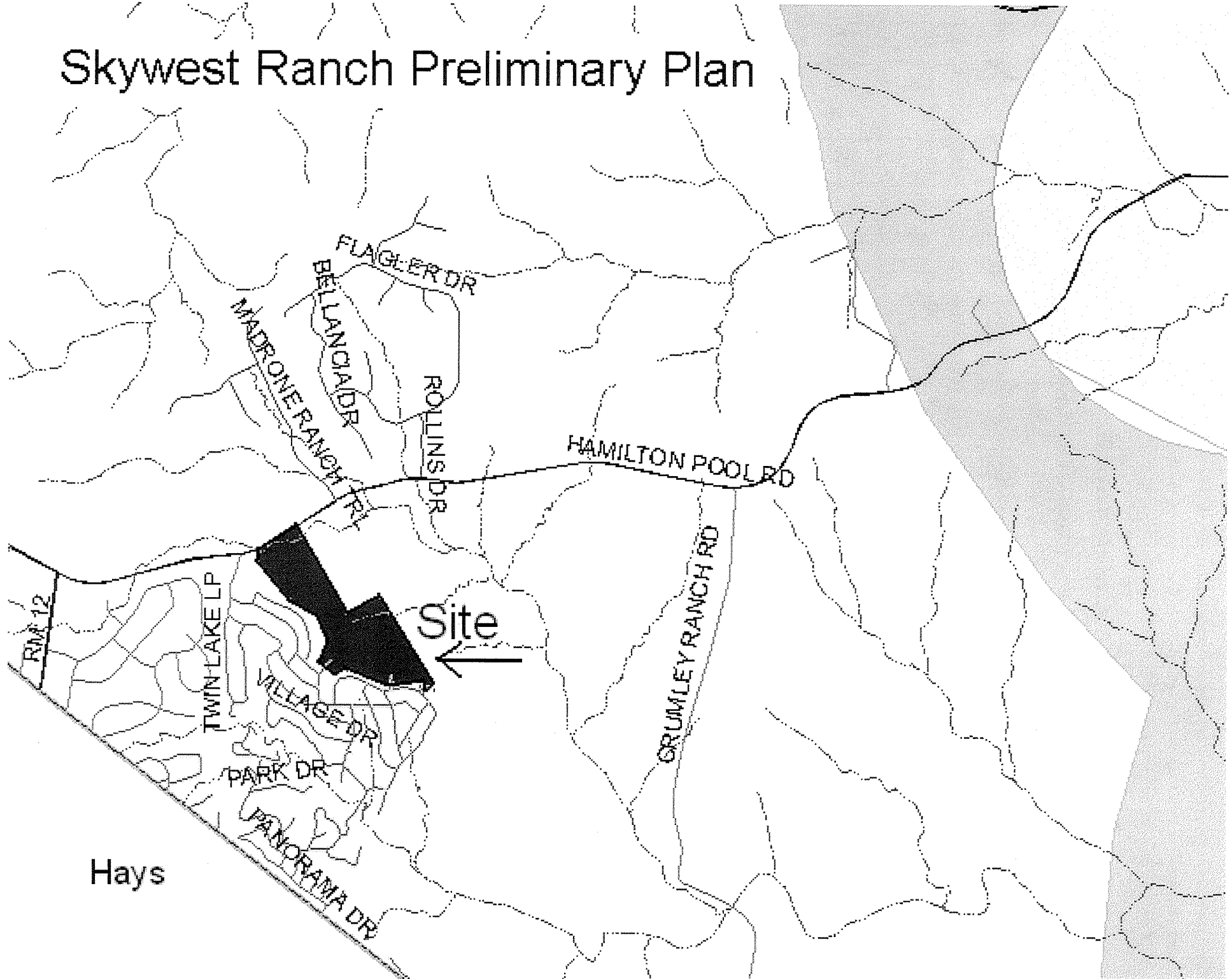
None.

EXHIBITS:

Location map, Proposed Plan, Precinct Map

SCS
0208

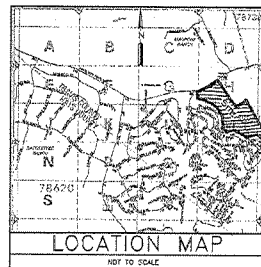
Skywest Ranch Preliminary Plan



PRELIMINARY PLAN
SKYWEST RANCH
TRAVIS COUNTY, TEXAS

INDEX OF DRAWINGS:

- 1 ~ COVER SHEET
- 2 ~ PRELIMINARY NOTE SHEET
- 3 ~ PRELIMINARY ENVIRONMENTAL CALCULATION SHEET
- 4 ~ PRELIMINARY PLAN (1 OF 2)
- 5 ~ PRELIMINARY PLAN (2 OF 2)
- 6 ~ PRELIMINARY PHASING EXHIBIT



David T. Smith, P.E.

TxBPE FIRM F-3196
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738
PHONE:
(512) 263-8144

OWNER:

DRIFTWOOD LAND COMPANY, LTD.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738
(512) 263-2244
(512) 263-2983 (FAX)

DEVELOPER:

ANGELIS, L.P.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS 78738
(512) 263-2244
(512) 263-2983 (FAX)

ENGINEER:


DAVID T. SMITH, P.E.
13200 BEE CAVE PARKWAY
BEE CAVE, TEXAS
(512) 263-8144
(512) 263-2983 (fax)

SURVEYOR:

LEGAL DESCRIPTION:

CALLING APPROXIMATELY 100.47 (ACTUAL 99.87-ACRES) OF LAND BEING
OUT OF A PORTION OF THE JANA RODRIGUEZ SURVEY NO. 42, ABSTRACT NO. 804,
THE S.W. ROBINSON SURVEY NO. 87, ABSTRACT NO. 3442 AND THE C.O.D. GILMAN
SURVEY NO. 424, ABSTRACT 208, IN TRAVIS COUNTY, TEXAS AND BEING THE
PORTION OF THAT CERTAIN 1000-ACRES, DESCRIBED IN A DEED TO
DRIFTWOOD LAND CO. LP, RECORDED IN DOCUMENT NO. 200716689
OPTICAL PUBLIC RECORDS TRAVIS COUNTY

I, David Smith, the undersigned, a Registered Professional Engineer in the State of
Texas, do hereby certify this plat to be true and correct to the best of my
knowledge. No portion of this tract is within the designated Flood Hazard area as
shown on the Federal Flood Insurance FIRM 48453C0395H, dated September 26,
2008.


David Smith, P.E. No. 67565

12-8-2010
Date

SUBMITTAL DATE: 11-27-10

SUBMITTED FOR APPROVAL BY: 

DAVID THOMAS SMITH, P.E. LIC. NO. 67565



DATE

Skywest Subdivision
Travis County Notes:

1. 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).
2. Property owner or his/her assigns shall provide for access to the drainage easements as may be necessary and shall not prohibit access by Government Authorities.
3. All drainage easements on private property shall be maintained by the owner or his/her assigns.
4. This Subdivision is in Travis County, outside the Extra Territorial Jurisdiction of any City.
5. All Streets in this Subdivision shall be constructed to Travis County Standards.
6. Water service will be provided by the Deer Creek Water Company. Electric service will be provided by Pedernales Electric Cooperative.
7. Topographic Datum is 1' aerial photography by Landata.
8. A Travis County Development Permit is required prior to any Site Development.
9. No lot in this subdivision shall be occupied until connected to the Deer Creek Water system and an approved OSSF by Travis County.
10. The Owner of this subdivision and his/her successors and assigns assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of Travis County. The owner understands and acknowledges that plot 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.

11. Lot 1, Block C may be used as a Commercial lot.
12. Parkland Fees will be satisfied prior to approval of final plat.
13. Lots 1 and 2, Block A and Lot 1, Block C are prohibited from direct driveway access to Hamilton Pool Road (RM 3235).
14. All Streets are Public Streets, curb and gutters are not required. Sidewalks will be required if streets are ever improved to curb and gutter.
15. All trees greater than 6" in diameter or clusters of trees shall be removed from the Rights of Way.
16. There is a 25' Public Utility Easement (PUE) along the front of all lots, a 10' PUE along the rear lot line of all lots, and a 7.5' PUE along all side lot lines. Side lot electric services shall be located within the easement.

17. The following uses are prohibited within any of the boundaries of Travis County Buffer Zones: pools, housepads, detached garages, carports, playhouses, pool houses and any septic related facilities.

Allowed uses are: Fences, utility lines, hiking, jogging and walking trails.

These restrictions apply to:

- Block A - Lots 1, 2, 3 & 4.
 Block C - Lots 1, 2, 3, 4, 5, 6, 7, 8, & 9.
 Block D - Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, & 23.

18. A Property Owners Association will be created and will own the Greenbelt Lot (Lot 1, Block A).

19. Property Owners own their respective portions of joint use access easements and are required to maintain the easements and any common driveways.

20. Driveway Access to the following lots is limited to the Streets listed in the Table below:

Block C, Lot 4 - Stratus Dr.
 Block C, Lot 7 - Stratus Dr.
 Block C, Lot 12 - Stratus Dr.
 Block C, Lot 17 - Stratus Dr.
 Block D, Lot 9 - Stratus Dr.
 Block D, Lot 10 - Avion Dr.
 Block D, Lot 25 - Hill Top Dr.
 Block E, Lot 3 - Avion Dr.
 Block E, Lot 14 - Avion Dr.
 Block E, Lot 15 - Avion Dr.

PROJECT INFORMATION

RESIDENTIAL LOTS: 79
 COMMERCIAL LOTS: 1
 OPEN SPACE LOTS: 1
 LENGTH OF RIGHT-OF-WAY: 7,295 L.F.
 UTILITIES
 WATER - DEER CREEK WATER COMPANY
 SEWER - OSSF
 ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE
 TELEPHONE - AT&T

TRAVIS COUNTY STORM WATER POLLUTION PREVENTION PLAN (SWP3) NOTES:

1. All construction activities disturbing one acre and greater, or less than one acre and part of a larger common plan of development, must obtain storm water discharge authorization from the Texas Commission on Environmental Quality (TCEQ), through compliance with TCEQ's General Permit #TXR150000. The Primary Construction Site Operator(s) (PCSO) must prepare and implement an SWP3 throughout construction which includes the Erosion and Sediment Control (ESC) Plan and other Best Management Practices (BMPs) specified in these plans approved by Travis County.
2. Small construction activities disturbing between one and five acres shall post a TCEQ Construction Site Notice (CSN) on site prior to commencing construction. Large construction activities disturbing five acres or greater shall submit a Notice of Intent (NOI) to TCEQ and post the NOI on site at least seven (7) days prior to beginning construction. Notices posted must be maintained throughout construction.
3. The PCSO shall make readily available the NOI and CSN and the initial SWP3 to Travis County either upon submittal to TCEQ, or no later than 7 days before the start of construction activities. The PCSO shall also make readily available as soon as practical, but no later than 7 days, those portions of the initial SWP3 that have been revised.
4. The PCSO is required to prepare SWP3 Inspection Reports weekly, or bi-weekly and after every rain event .5 inches or greater. Upon request by Travis County, access to the SWP3 Inspection reports shall be provided periodically as part of an agreed-upon schedule.
5. The PCSO must review the SWP3 whenever changing site conditions, or a change in design, construction, operation, or maintenance has a significant effect on the discharge of pollutants not previously addressed; or when results of inspections by site operators, Travis County, TCEQ, or other local agency authorized to approve ESC Plans indicate the SWP3 is proving ineffective in minimizing or significantly minimizing pollutants in discharges from the site.
6. Temporary or permanent erosion control and stabilization measures must be initiated as soon as practicable, and as specified on the plans, in portions of the site where construction activities have temporarily or permanently ceased. These measures must be initiated no later than 14 days after cessation, unless construction activities will resume within 21 days in the area.
7. Upon final stabilization of the entire site, including completion of all stabilization requirements of the approved plans and permit as verified by Travis County, the PCSO shall submit a Notice of Termination (NOT) to TCEQ.

Travis County On-Site Wastewater Program Plat Notes

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site wastewater (septic) system that has been approved and licensed for operation by the Travis County On-Site Wastewater Program.
2. No structure in this subdivision shall be occupied until connected to a potable water supply from an approved public water system.
3. No on-site wastewater system may be installed within 100 feet of private water well nor may an on-site wastewater disposal system be installed within 150 feet of a public well.
4. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are approved by the Travis County On-Site Wastewater Program.
5. Development on each lot in this shall be in compliance with the minimum requirements of the Texas Administrative Code Chapter 285 and Chapter 48 of the Travis County Code that are in effect at the time of construction.
6. Residential lots in this subdivision are restricted to one single family dwelling and opportunist structures per lot.
7. Commercial lots within this subdivision must provide two times the design area (treatment and disposal) for the proposed use. This information shall be included with the plans for the private on-site sewage disposal system.
8. These restrictions are enforceable by the Travis County On-Site Wastewater Program.

TRAVIS COUNTY WATER QUALITY NOTES, COUNTY CODE CHAPTER 82

1. No cut or fill on any lot may exceed 8 feet, excluding driveways. [§2.208(c)]
2. Buffer zone easements for environmentally valuable features [§2.208(c)], including bluffs, canyon rimrocks, point recharge features, wellheads, springs, and including all drainage easements designated as water quality buffers, have the following restrictions:
 - Natural vegetative cover must be retained to the maximum extent practicable;
 - Construction is prohibited.
 - Wastewater disposal or irrigation is prohibited.
 - Residential yards and hiking trails may be located within the buffer if at least 50 feet from the feature.
3. The waterway buffer zone easement must remain undeveloped except for:
 - Fences which do not obstruct flood flows
 - Park or similar open space use, limited to hiking, jogging, or walking trails and outdoor facilities, and excluding stables and corrals for animals, is permitted only if a program of fertilizer, pesticide or herbicide use is approved.
 - Utility line crossings, if designed and constructed to minimize site disturbance and wastewater pollution to the greatest extent practicable.
 - Detention basins and floodplain alterations are permitted if the requirements of Code Section 92.207 and other provisions of this chapter are met.
4. Construction activities on individual lots are required to implement temporary and permanent erosion and sediment controls (ESCs) for protection of storm water runoff quality. Lot construction activities disturbing one acre and greater, or less than one acre and part of a larger common plan of development, are also required to implement a Storm Water Pollution Prevention Plan with Best Management Practices (BMPs) including ESCs.
5. The owner shall be responsible for maintaining any and all permanent storm water quality controls required by the Travis County Code or the Texas Commission for Environmental Quality (TCEQ) Edwards Aquifer Contributing Zone program, 30 TAC, Chapter 213, in a proper manner consistent with County and State standards. These responsibilities shall be described in a written agreement signed by the landowner and provided to the County, if deemed necessary by the County prior to final completion and acceptance of any applicable improvements. The owner shall remain responsible for maintenance until the maintenance obligation is either assumed in writing by another entity having ownership or control of the property, including an owners' association, a district, or a municipality, or ownership of the property is transferred to another entity. A copy of the assumption or transfer of responsibility shall be filed with the County within 30 days of the transfer.

Sheet 11, 12 - ESC Plan

- Additional control measures will be requested in the construction plans to better control erosion and sediment discharges from this project construction plans. These additional measures may include all or most of the following, as a minimum:
- Major phasing of the construction project to reduce total disturbed area exposed at once
 - Diversion silt fencing, or similar structural controls, to divert clean off-site runoff on the upslope side of roadways away from the disturbed areas whenever feasible to significantly reduce the amount of runoff sediment generated.
 - Phasing installation of cross culverts with structural flow diversions whenever feasible
 - Additional rock berms at low points in silt fencing, culverts, concentrated flow points; filter fabric on all rock berms.
 - Additional silt fences J-hooks, additional silt fence T-posts to reinforce fences where needed

NOTES:
 THESE PLANS ARE NOT TO BE CONSIDERED FINAL FOR CONSTRUCTION UNTIL APPROVED BY TRAVIS COUNTY. CHANGES MAY BE REQUIRED PRIOR TO APPROVAL.

NOTES:
 ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST NOT RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

David T. Smith, P.E.
 10000 N. F-1111
 SUITE 200, DALLAS, TEXAS 75243
 (972) 382-8144



SKYWEST RANCH
 TRAVIS COUNTY, TEXAS
 PRELIMINARY NOTE SHEET

REVISIONS

DATE

REVISION NO.

JOB NO.

DATE

DESIGN

DRAWN

CHECK

FILED

FILE NAME

PROJECT - SKYWEST - NOTE 1

SHEET

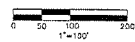
2

OF

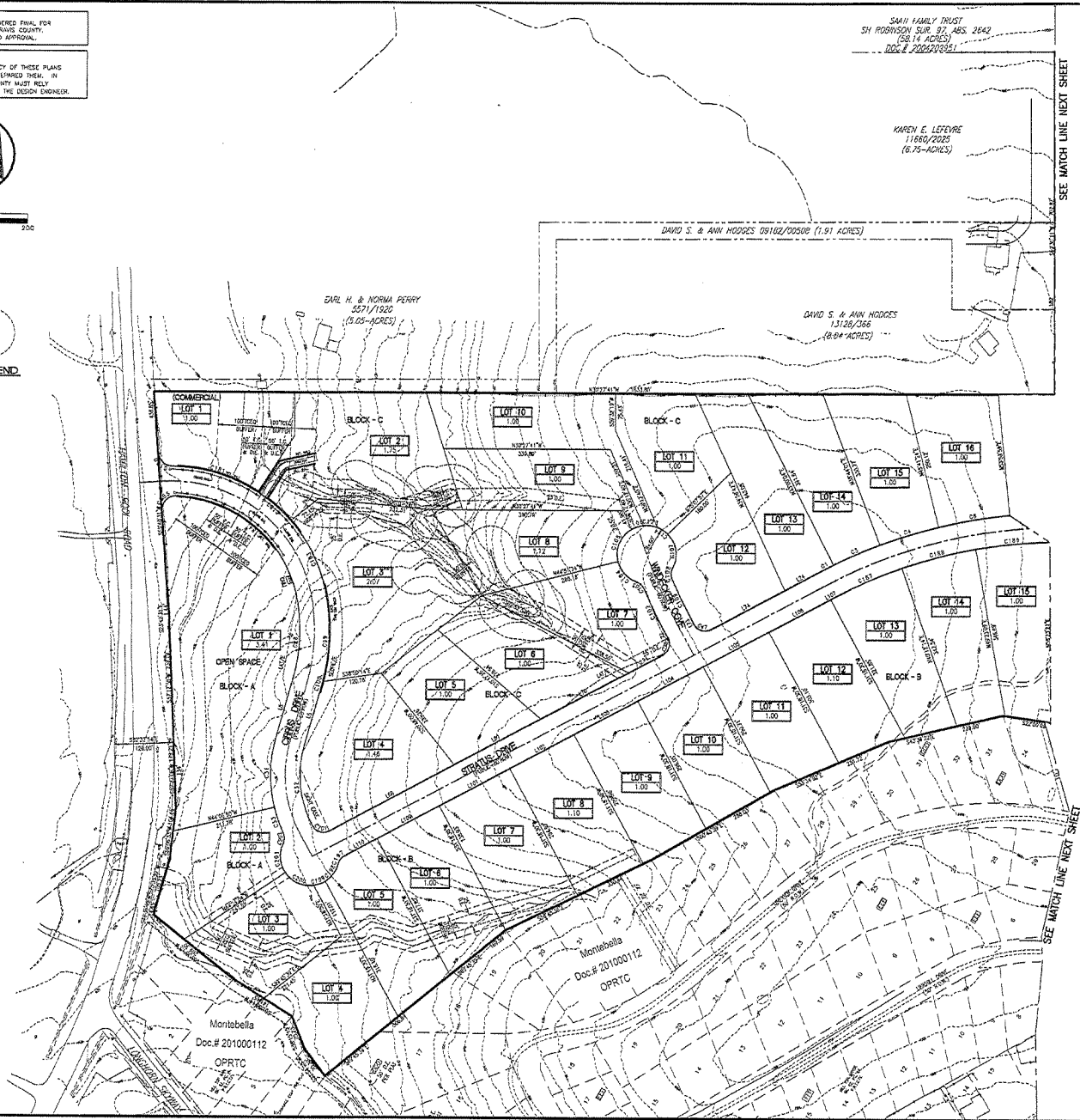
6

NOTES:
 THESE PLANS ARE NOT TO BE CONSIDERED FINAL FOR CONSTRUCTION UNTIL APPROVED BY TRAVIS COUNTY. CHANGES MAY BE REQUIRED PRIOR TO APPROVAL.

NOTE:
 ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.



RIM-ROCK LEGEND



David T. Smith, P.E.
 ENGINEER
 LICENSE NO. 1-348
 EXPIRATION DATE 12/31/2012
 6512 202-4144



SKYWEST RANCH PRELIMINARY PLAN
 TRAVIS COUNTY, TEXAS

PRELIMINARY PLAN
 SHEET 1 OF 2

REVISIONS

DATE

REVISION NO.

JOB NO.	PER. 2000
DATE	STAFF
DESIGN	STAFF
DRAWN	STAFF
CHECK	STAFF
FILE NAME	FILE NAME

SHEET 4

OF 6

NOTE: THESE PLANS ARE NOT TO BE CONSIDERED FINAL FOR CONSTRUCTION UNLESS APPROVED BY TRAVIS COUNTY. CHANGES MAY BE REQUIRED PRIOR TO APPROVAL.

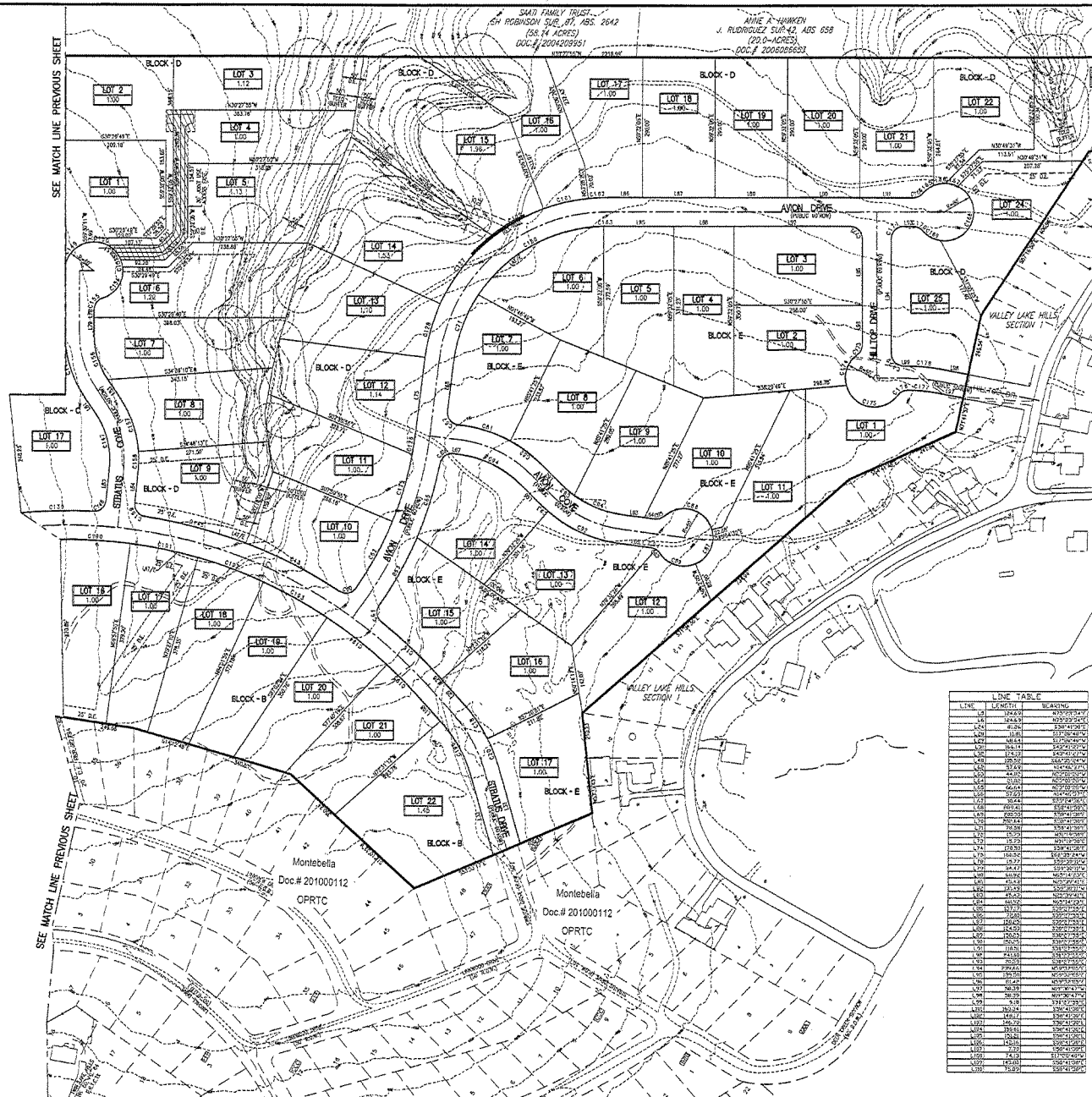
NOTE: ALL RESPONSIBILITY FOR THE ACCURACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ACCURACY OF THE WORK OF THE DESIGN ENGINEER.



0 50 100 200
1"=100'



RIM-ROCK LEGEND



CURVE TABLE

CURVE LENGTH	RADIUS	CHORD	AREA
10.00	10.00	10.00	78.54
20.00	20.00	20.00	314.16
30.00	30.00	30.00	706.86
40.00	40.00	40.00	1256.64
50.00	50.00	50.00	1963.50
60.00	60.00	60.00	2728.32
70.00	70.00	70.00	3552.00
80.00	80.00	80.00	4434.56
90.00	90.00	90.00	5376.00
100.00	100.00	100.00	6377.32
110.00	110.00	110.00	7439.36
120.00	120.00	120.00	8563.04
130.00	130.00	130.00	9749.28
140.00	140.00	140.00	11000.00
150.00	150.00	150.00	12317.28
160.00	160.00	160.00	13703.04
170.00	170.00	170.00	15169.28
180.00	180.00	180.00	16717.92
190.00	190.00	190.00	18351.04
200.00	200.00	200.00	20070.56
210.00	210.00	210.00	21878.40
220.00	220.00	220.00	23776.64
230.00	230.00	230.00	25767.28
240.00	240.00	240.00	27852.48
250.00	250.00	250.00	29934.24
260.00	260.00	260.00	32013.60
270.00	270.00	270.00	34091.68
280.00	280.00	280.00	36169.44
290.00	290.00	290.00	38247.84
300.00	300.00	300.00	40326.88
310.00	310.00	310.00	42406.56
320.00	320.00	320.00	44486.88
330.00	330.00	330.00	46567.84
340.00	340.00	340.00	48649.44
350.00	350.00	350.00	50731.68
360.00	360.00	360.00	52814.56
370.00	370.00	370.00	54898.08
380.00	380.00	380.00	56982.24
390.00	390.00	390.00	59067.04
400.00	400.00	400.00	61152.48
410.00	410.00	410.00	63238.56
420.00	420.00	420.00	65325.28
430.00	430.00	430.00	67412.64
440.00	440.00	440.00	69500.64
450.00	450.00	450.00	71589.28
460.00	460.00	460.00	73678.56
470.00	470.00	470.00	75768.48
480.00	480.00	480.00	77859.04
490.00	490.00	490.00	79950.24
500.00	500.00	500.00	82042.08
510.00	510.00	510.00	84134.56
520.00	520.00	520.00	86227.68
530.00	530.00	530.00	88321.44
540.00	540.00	540.00	90415.84
550.00	550.00	550.00	92510.88
560.00	560.00	560.00	94606.56
570.00	570.00	570.00	96702.88
580.00	580.00	580.00	98800.80
590.00	590.00	590.00	100899.36
600.00	600.00	600.00	102998.56
610.00	610.00	610.00	105098.40
620.00	620.00	620.00	107198.88
630.00	630.00	630.00	109299.92
640.00	640.00	640.00	111399.60
650.00	650.00	650.00	113499.92
660.00	660.00	660.00	115599.84
670.00	670.00	670.00	117699.36
680.00	680.00	680.00	119799.52
690.00	690.00	690.00	121899.36
700.00	700.00	700.00	123999.84
710.00	710.00	710.00	126099.92
720.00	720.00	720.00	128199.60
730.00	730.00	730.00	130299.84
740.00	740.00	740.00	132399.60
750.00	750.00	750.00	134499.84
760.00	760.00	760.00	136599.60
770.00	770.00	770.00	138699.84
780.00	780.00	780.00	140799.60
790.00	790.00	790.00	142899.84
800.00	800.00	800.00	144999.60
810.00	810.00	810.00	147099.84
820.00	820.00	820.00	149199.60
830.00	830.00	830.00	151299.84
840.00	840.00	840.00	153399.60
850.00	850.00	850.00	155499.84
860.00	860.00	860.00	157599.60
870.00	870.00	870.00	159699.84
880.00	880.00	880.00	161799.60
890.00	890.00	890.00	163899.84
900.00	900.00	900.00	165999.60
910.00	910.00	910.00	168099.84
920.00	920.00	920.00	170199.60
930.00	930.00	930.00	172299.84
940.00	940.00	940.00	174399.60
950.00	950.00	950.00	176499.84
960.00	960.00	960.00	178599.60
970.00	970.00	970.00	180699.84
980.00	980.00	980.00	182799.60
990.00	990.00	990.00	184899.84
1000.00	1000.00	1000.00	186999.60

LINE TABLE

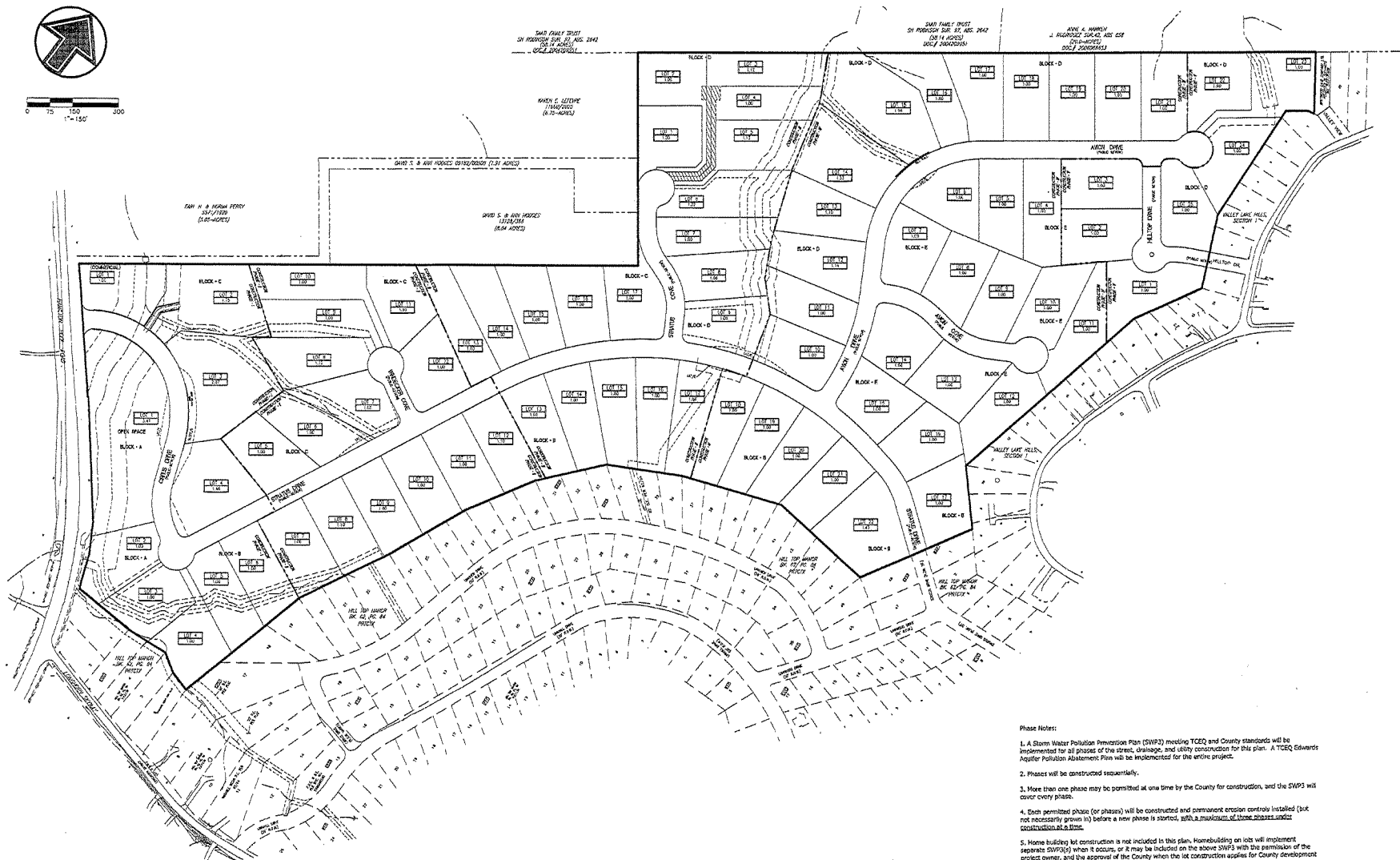
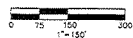
LINE	LENGTH	BEARING
101	10.00	N 0° 0' 0" E
102	10.00	N 90° 0' 0" E
103	10.00	N 0° 0' 0" E
104	10.00	N 90° 0' 0" E
105	10.00	N 0° 0' 0" E
106	10.00	N 90° 0' 0" E
107	10.00	N 0° 0' 0" E
108	10.00	N 90° 0' 0" E
109	10.00	N 0° 0' 0" E
110	10.00	N 90° 0' 0" E
111	10.00	N 0° 0' 0" E
112	10.00	N 90° 0' 0" E
113	10.00	N 0° 0' 0" E
114	10.00	N 90° 0' 0" E
115	10.00	N 0° 0' 0" E
116	10.00	N 90° 0' 0" E
117	10.00	N 0° 0' 0" E
118	10.00	N 90° 0' 0" E
119	10.00	N 0° 0' 0" E
120	10.00	N 90° 0' 0" E
121	10.00	N 0° 0' 0" E
122	10.00	N 90° 0' 0" E
123	10.00	N 0° 0' 0" E
124	10.00	N 90° 0' 0" E
125	10.00	N 0° 0' 0" E
126	10.00	N 90° 0' 0" E
127	10.00	N 0° 0' 0" E
128	10.00	N 90° 0' 0" E
129	10.00	N 0° 0' 0" E
130	10.00	N 90° 0' 0" E
131	10.00	N 0° 0' 0" E
132	10.00	N 90° 0' 0" E
133	10.00	N 0° 0' 0" E
134	10.00	N 90° 0' 0" E
135	10.00	N 0° 0' 0" E
136	10.00	N 90° 0' 0" E
137	10.00	N 0° 0' 0" E
138	10.00	N 90° 0' 0" E
139	10.00	N 0° 0' 0" E
140	10.00	N 90° 0' 0" E
141	10.00	N 0° 0' 0" E
142	10.00	N 90° 0' 0" E
143	10.00	N 0° 0' 0" E
144	10.00	N 90° 0' 0" E
145	10.00	N 0° 0' 0" E
146	10.00	N 90° 0' 0" E
147	10.00	N 0° 0' 0" E
148	10.00	N 90° 0' 0" E
149	10.00	N 0° 0' 0" E
150	10.00	N 90° 0' 0" E
151	10.00	N 0° 0' 0" E
152	10.00	N 90° 0' 0" E
153	10.00	N 0° 0' 0" E
154	10.00	N 90° 0' 0" E
155	10.00	N 0° 0' 0" E
156	10.00	N 90° 0' 0" E
157	10.00	N 0° 0' 0" E
158	10.00	N 90° 0' 0" E
159	10.00	N 0° 0' 0" E
160	10.00	N 90° 0' 0" E
161	10.00	N 0° 0' 0" E
162	10.00	N 90° 0' 0" E
163	10.00	N 0° 0' 0" E
164	10.00	N 90° 0' 0" E
165	10.00	N 0° 0' 0" E
166	10.00	N 90° 0' 0" E
167	10.00	N 0° 0' 0" E
168	10.00	N 90° 0' 0" E
169	10.00	N 0° 0' 0" E
170	10.00	N 90° 0' 0" E
171	10.00	N 0° 0' 0" E
172	10.00	N 90° 0' 0" E
173	10.00	N 0° 0' 0" E
174	10.00	N 90° 0' 0" E
175	10.00	N 0° 0' 0" E
176	10.00	N 90° 0' 0" E
177	10.00	N 0° 0' 0" E
178	10.00	N 90° 0' 0" E
179	10.00	N 0° 0' 0" E
180	10.00	N 90° 0' 0" E
181	10.00	N 0° 0' 0" E
182	10.00	N 90° 0' 0" E
183	10.00	N 0° 0' 0" E
184	10.00	N 90° 0' 0" E
185	10.00	N 0° 0' 0" E
186	10.00	N 90° 0' 0" E
187	10.00	N 0° 0' 0" E
188	10.00	N 90° 0' 0" E
189	10.00	N 0° 0' 0" E
190	10.00	N 90° 0' 0" E
191	10.00	N 0° 0' 0" E
192	10.00	N 90° 0' 0" E
193	10.00	N 0° 0' 0" E
194	10.00	N 90° 0' 0" E
195	10.00	N 0° 0' 0" E
196	10.00	N 90° 0' 0" E
197	10.00	N 0° 0' 0" E
198	10.00	N 90° 0' 0" E
199	10.00	N 0° 0' 0" E
200	10.00	N 90° 0' 0" E

David T. Smith, P.E.
TRAVIS COUNTY, TEXAS
11-28-10



SKYWEST RANCH PRELIMINARY PLAN
TRAVIS COUNTY, TEXAS
PRELIMINARY PLAN
SHEET 2 OF 2

REVISIONS
DATE
REVISION NO.
JOB NO.
DATE
DESIGN
DRAWN
CHECK
FILE NAME



Phase Notes:

1. A Storm Water Pollution Prevention Plan (SWPPP) meeting TCEQ and County standards will be implemented for all phases of the street, drainage, and utility construction for this plan. A TCEQ Edwards Aquifer Pollution Abatement Plan will be implemented for the entire project.
2. Phases will be constructed sequentially.
3. More than one phase may be permitted at one time by the County for construction, and the SWPP3 will cover overall project phases.
4. Each permitted phase (or phases) will be constructed and permanent erosion controls installed (but not necessarily prior to) before a new phase is started, with a maximum of three phases under construction at a time.
5. Home building lot construction is not included in this plan. Homebuilding on lots will implement separate SWPP3s when it occurs, or it may be included on the above SWPPP with the permission of the project owner, and the approval of the County when the lot construction applies for County development review.

David T. Smith, P.E.



SKYWEST RANCH PRELIMINARY PLAN
TRAVIS COUNTY, TEXAS

PRELIMINARY PHASING EXHIBIT

PHASIM

BOYS

1

REVISION 5

408 75

DATE _____

DESIGN
DRAIN

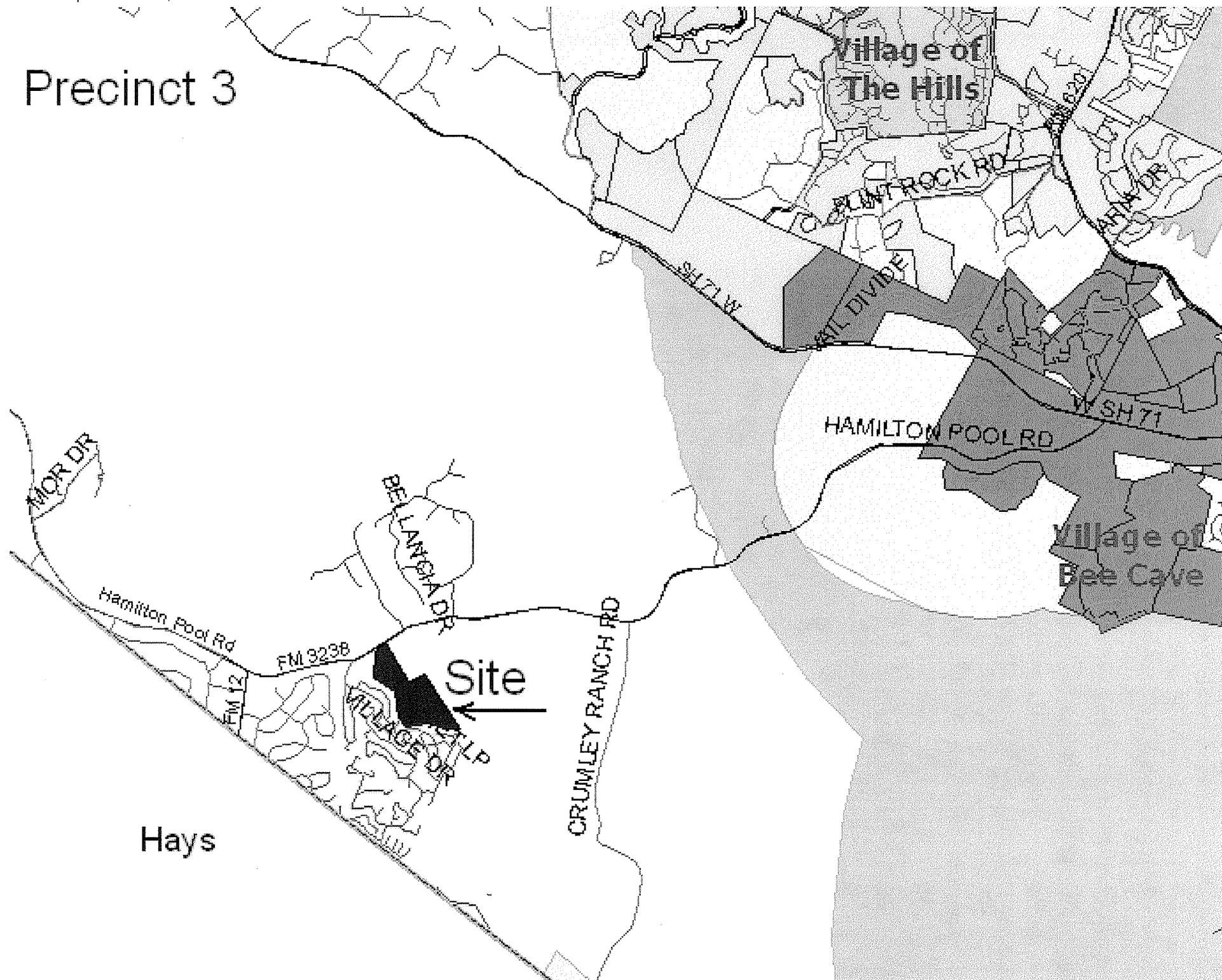
CHECK

FIELDBOOK

SHEET 6

OF 6

Precinct 3



Travis County Commissioners Court Agenda RequestVoting Session: January 18, 2011

Work Session:

I. A. Request made by: Steven M. Mantha, P.E. Phone # 854-9383
 Executive Manager, TNR

B. Requested Text:

Consider and take appropriate action on requests to provide Resolution acknowledging that Travis County will assume responsibility for abandoned sections of state highway in the unincorporated areas that result from the realignment of FM 973 if the County is selected to participate in TxDot's 2011 Pass- Through Toll Financing Program, in Precinct 1.

C. Approved by: _____
 Commissioner Ron Davis, Precinct 1

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:

Carolos Lopez, P.E.	TxDot
Terry McCoy, P.E.	TxDot
Ed Collins	TxDot

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

_____ Additional funding for any department or for any purpose

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

_____ Grant

Human Resources Department (473-9165):

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

X Contract, Agreement, Policy & Procedure

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

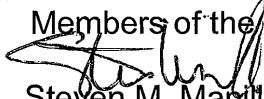


TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

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

January 10, 2011

MEMORANDUM TO: Members of the Commissioners Court

FROM: Steven M. Manilla, P.E., TNR Executive Manager
Subject: TxDot Pass-Through Toll Financing Program Resolution Requirement

Proposed Motion:

Consider and take appropriate action on a request to provide Resolution acknowledging that Travis County will assume responsibility for abandoned sections of state highway in unincorporated areas that result from the realignment of FM 973 if the County is selected to participate in TxDot's 2011 Pass-Through Toll Financing Program, in Precinct 1.

Summary and Staff Recommendations:

On December 16, 2010, the Texas Transportation Commission approved Minute Order 112526 (attached) authorizing a 2011 Program Call for accepting proposals for highway projects to be developed under the Pass-Through Finance Program. TNR presented information about TxDot's Pass-Through Toll Finance Program at the March 23, 2010 and March 30, 2010 voting sessions. At the March 30th session, PBO provided information about the financial implications of participating in TxDot's program. At that time the Court decided to submit two applications; one for a FM 973 project and a second for a FM 1626/FM 2304 project. Both applications were rejected. On December 14, 2010, TxDot notified interested parties that a Call for Projects for the 2011 Pass-Through Finance program would be included in the December 31, 2010 Texas Register.

TNR is planning to present to the Court recommendations to submit applications for Pass-Through Financing from TxDot for three projects totaling approximately \$62M. A funding request for these will be submitted for consideration in the County's 2011 bond referendum. The FM 973 improvement project is the only one that will require a realignment of a portion of a state highway. In these cases TxDot has advised that the applicant must be willing to take on maintenance responsibility for the abandoned sections of their system. To assure TxDot that the County will do this they require a Resolution stating our commitment which must be submitted before the Pass-Through Finance application is submitted, either on or

before March 1, 2011. TxDot has advised that they will continue to maintain the roadway in good condition so that the County should only need to continue routine maintenance activities when the roadway segment is transferred to the County.

TNR recommends approval of the attached Resolution that has been reviewed by the County Attorney's Office.

Budgetary and Fiscal Impacts:

The anticipated cost and cash flow for the Pass-Through Finance project is as follows:

Realigning and widening of FM 973 south of Braker Lane to US 290 east of Manor

Pre-construction costs (engineering, permitting, right-of-way): \$8.8M

Construction cost: Project to be scoped to approximately \$16.2M

The Pass-Through Finance Program does not reimburse applicants for pre-construction costs. A lesson learned from the 2010 applications is that TxDot looks more favorably upon applicants that will also pay a portion of the construction cost. In this case TNR will recommend the County not seek reimbursement for 20% of the construction cost to make our application more competitive (approximately \$3,250,000 of an estimated \$16,200,000).

Issues and Opportunities:

The FM 973 project will provide a by-pass around the east side of Manor which is a critical element of a regional plan to install or improve roadway infrastructure ahead of or concurrent with the build-out of several large developments in that area of the County. When completed tens of thousands of vehicle trips will be added to a roadway system that is currently inadequate to safely and effectively accommodate such a large volume increase. The cost of completing the project has been estimated at approximately \$50M. TNR has discussed the possibility of phasing the project to get the cost down to approximately \$25M and TxDot is agreeable to doing so. TxDot also confirmed that the completion of future phases will not be the County's responsibility.

Background:

See Attached March 15, 2010 Memo to Court.

Required Authorizations:

Tom Nuckols, Assistant County Attorney

Attachments:

Resolution

CC:

Carlos Lopez, P.E., TxDot Austin District Engineer

Terry McCoy, P.E., TxDot Austin District North Area Engineer

Ed Collins, TxDot, District Planning Office



Attachment # 1

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

March 15, 2010

MEMORANDUM TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

Subject: TXDoT Pass-Through Toll Financing Program

Proposed Motion:

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

Summary and Staff Recommendations:

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

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

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

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

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

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

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

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

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

Construction: \$14,250,000

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

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

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

Construction: \$46,300,000

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

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

Budgetary and Fiscal Impacts:

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

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

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

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

TNR assumed the following:

Project length: 2.25 mile

Reimbursement rate: 0.09 cents per vehicle mile

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

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

Eligible Reimbursement amount: \$14,250,000

Low volume estimate:

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

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

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

High volume estimate:

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

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

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

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

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

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

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

Account Number: 099-4901-621-4007

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

Requisition Number: 495752

Com/Sub: 918/096

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

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

Issues and Opportunities:

Improving FM 1626 and FM 2304 are included in the Court's December 15, 2009 Resolution regarding Hays County's project to improve FM 1626 from FM 967 in Hays County to Brodie Lane. The Court objected to Hays County terminating its project at Brodie Lane. Hays County is contemplating shifting its project terminus from Brodie Lane to Bliss Spillar Road. No decision has been made concerning this modification but if Hays County

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

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

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

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

Other issues:

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

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

Pros for the County

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

Cons for the County

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

Background:

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

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

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

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

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

Project Information and Need-

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

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

FM 1626

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

FM 2304

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

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

FM 973

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

Required Authorizations:

Jessica Rio, Planning & Budget Office

Chris Gilmore- Assistant County Attorney

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

CC:

Cynthia McDonald, Donna Williams-Jones, TNR Financial Services

Sean O'Neal- Auditors Office

Cyd Grimes, Marvin Brice- Purchasing

Travis County Commissioners Court



Resolution

Whereas, eastern Travis County near the City of Manor is experiencing growth of both commercial and residential development along existing FM 973;

Whereas, landowners are planning significant residential and commercial development south of the City of Manor along existing FM 973;

Whereas, Travis County is striving to ensure the safety of motorists and county residents that travel in the FM 973 corridor;

Whereas, FM 973 is the major north-south arterial roadway providing regional travel in eastern Travis County near the City of Manor; and

Whereas, the Texas Department of Transportation has proposed a re-alignment of FM 973 to be constructed northeast of existing FM 973 on a new location to provide regional travel without having to drive through the City of Manor's central business and residential districts;

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Travis County Commissioners Court, do hereby support the Texas Department of Transportation's desire to re-align FM 973 on a new location and the re-designation of existing FM 973 to Business FM 973 upon completion of the new location FM 973 as shown in the accompanying map. Signed and entered this 18th day of January, 2011.

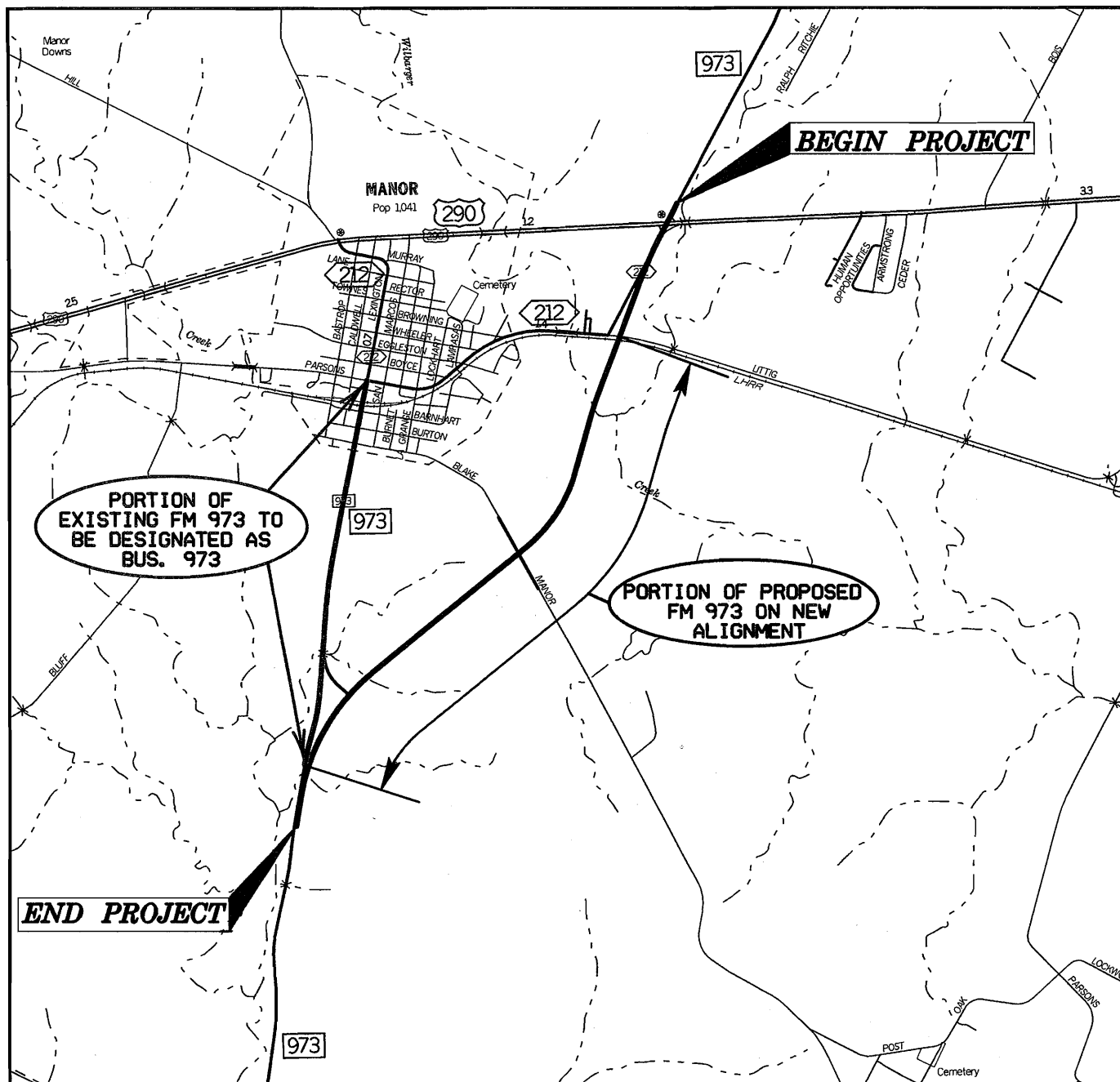
Samuel T. Biscoe
County Judge

Ron Davis
County Commissioner, Precinct 1

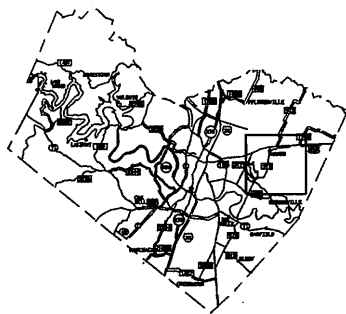
Karen Huber
County Commissioner, Precinct 3

Sarah Eckhardt
County Commissioner, Precinct 2

Margaret Gomez
County Commissioner, Precinct 4



NOT TO SCALE



TRAVIS COUNTY

TEXAS DEPARTMENT OF TRANSPORTATION
© 2010LOCATION MAP
FM 973 BYPASS

LIMITS			
FROM US 290 TO S of MANOR			
STATE	DIST.	COUNTY	
TEXAS	AUSTIN	TRAVIS	
CONT.	SECT.	JOB	HIGHWAY NO.
1200	03	038	FM 973

Travis County Commissioners Court Agenda RequestVoting Session 1/18/2011
(Date)

Work Session _____

I. A. Request made by: Steve M. Manilla Phone # 854-9383
Signature of Executive Manager

B. Requested Text: Consider and take appropriate action on a letter requesting Travis County be removed from the list of areas recommended to be designated as nonattainment for ozone.

Approved by: _____
Samuel T. Biscoe, County Judge

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

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

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

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

Jon White, TNR Director
Tom Weber, Env. Project Mgr

Adele Noel, TNR

III. Required Authorizations: Please check if applicable:

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

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

January 18, 2011

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Steve Manilla, P.E., Executive Manager, TNR
[Signature]

SUBJECT: Request to Texas Commission on Environmental Quality to remove Travis County from the list of areas designated as nonattainment under the 2008 Ozone National Ambient Air Quality Standard.

Summary:

Governor Perry sent a letter to the United States Environmental Protection Agency (EPA), Region 6, on March 10, 2009, and included Travis County as an area that should be designated nonattainment for the 2008 ozone National Ambient Air Quality Standard (NAAQS). This recommendation was based on the County's 2008 ozone design value of 77 parts per billion (ppb), which exceeded the threshold of 75 ppb. Travis County's ozone concentrations have been steadily decreasing and there is little risk of the area violating the 2008 standard in the foreseeable future. Travis County's current design value is 74 ppb.

Background, Issues and Opportunities:

The 2008 ozone NAAQS standard was required by law, and the EPA is required under the Federal Clean Air Act to act on the designation recommendations made by Governor Perry no later than March 12, 2011. The EPA may not act on the recommendations unless they are sued. Environmental groups could sue the EPA if it fails to issue designations under the 2008 standard by the March 12, 2011 deadline, and EPA could be forced to act on recommendations made by Governor Perry.

The EPA is required to give notice at least 120 days prior to the March 12, 2011 deadline that they do not intend to act on the governor's recommendation. Notice has not been given; therefore, EPA will have to use the governor's recommendation.

In January 2010, the EPA proposed stricter standards for ozone to replace an existing standard of 75ppb set during the previous Administration which the EPA's independent team of expert scientists, known as Clean Air Science Advisory Committee (CASAC), believed did not go far enough to protect public health. EPA has delayed announcing a new standard for ground-level ozone pending further review and analysis of epidemiological and clinical studies by the Clean Air Science Advisory Committee. The new date projected for an announcement is July, 2011.

Fiscal and Budget Impacts:

None

Attachments:

Proposed Letter to TCEQ

cc: Jon A. White, TNR, Director, NREQ
Thomas Weber, TNR, NREQ
Adele Noel, TNR, NREQ

Travis County Commissioners Court

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4



Travis County Administration Building, 314 W. 11th, Commissioners Courtroom, 1st Floor, Austin, Tx 78701

January 25, 2011

Dr. Bryan Shaw, Ph.D.
Chairman
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

Dear Chairman Shaw:

Travis County requests that the Texas Commission on Environmental Quality (TCEQ) recommend to Governor Perry that the list of areas in Texas designated as nonattainment for the 2008 ozone National Ambient Air Quality Standard (NAAQS) be amended to remove Travis County. It is our understanding that the United States Environmental Protection Agency (EPA) must act by March 11, 2011 to establish nonattainment areas based on the 2008 standard. The area's 2009 and 2010 ozone design values [0.075 parts per million (ppm) and 0.074 ppm, respectively] both met the 0.075 ppm standard.

Travis County's ozone concentrations have been steadily decreasing and there is little risk of the area violating the 2008 ozone standard again in the foreseeable future. In fact, ambient ozone concentrations have steadily declined in Travis County over the last decade, from a high design value of 0.089 ppm in 2000 to 0.074 ppm in 2010. There is an 8-Hour Ozone Flex Program for the Austin-Round Rock Metropolitan Area (MSA), which has continued the area's proactive approach to improving air quality. The 8-Hour Ozone Flex Program does not expire until the end of 2013.

It is neither necessary nor constructive for Travis County to remain on the list of areas that should be designated nonattainment for the 2008 ozone standard. Given the uncertainty surrounding EPA's pending reconsideration of the 2008 standard and its March 12, 2011, deadline for issuing final designations for the 2008 ozone standard, Travis County believes that it is important to avoid the possibility of being unnecessarily designated nonattainment for the 2008 standard.

There is recent precedent for submitting such a revised recommendation. On October 13, 2010, Governor Perry submitted a proposed modification of his recommended boundaries for a lead nonattainment area in Collin County. The USEPA then issued its final designations, which incorporated the Governor's revised recommendation for Collin County. Travis County believes that our situation also warrants a revised recommendation, in consideration of the most recent ozone ambient monitoring data and continued implementation of the 8-Hour Ozone Flex Program. Travis County requests that the TCEQ to make such a recommendation to the Governor.

Thank you for your prompt consideration of this matter. If you have any questions, please contact me at (512) 854-9555 or contact the Commissioners Court Environmental Officer, Mr. Jon White at 854-7212.

Sincerely,

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct One

SARAH ECKHARDT
Commissioner, Precinct Two

KAREN HUBER
Commissioner, Precinct Three

MARGARET J. GÓMEZ
Commissioner, Precinct Four

Travis County Commissioners Court Agenda RequestVoting Session: January 18, 2011
(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 on a letter to The White House to advocate for level funding of the Community Development Block Grant program for Fiscal Year 2012.

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:

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Diana Ramirez, PBO
Susan Spataro, Travis County Auditor
Deece Eckstein, IGR

Christy Moffett, HHS/VS
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing
Steven Manilla, TNR
Cyd Grimes, Travis County Purchasing Agent

- 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: January 11, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Community Development Block Grant: Potential 25% Cut to CDBG in
FY2012 Federal Budget

Proposed Motion:

Consider and take appropriate action on a letter to The White House to advocate for level funding of the Community Development Block Grant program for Fiscal Year 2012.

Summary and Staff Recommendations:

The County has been notified that the White House Administration is having discussions to reduce funding to the Community Development Block Grant (CDBG) Program by as much as 25%, or \$1 billion, in the FY2012 budget. Such a reduction in funding at the national level would result in substantial cuts to the Travis County CDBG Program.

Staff recommends submission of a letter from the Commissioners Court to the President, outlining how budget cuts would impact the Travis County Program, and urging a freeze on the CDBG budget at the FY2010 level of \$3.9 billion. Please refer to attachment "A" for a draft of the letter to the President.

Budgetary and Fiscal Impact:

A 25% reduction to Travis County's CDBG budget would result in an estimated loss of over \$235,000 each year, leaving approximately \$617,000 available annually.

The Grant funds or partially funds three full time staff to plan, manage and implement the grant – a 25% cut would likely result in impacts to staffing as well as make the funding of infrastructure projects difficult.

Issues and Opportunities:

The activities funded by CDBG in Travis County provide a direct benefit to our low- and moderate-income residents and their neighborhoods in the form of infrastructure improvements, land for affordable housing and other services. A reduction in funding would diminish the County's ability to provide these much needed services.

Background:

The Community Development Block Grant program has been in existence since 1974, and allocations are based on a formula that takes into account population, low to moderate income numbers as well as quality of housing data.

cc:

Attachment "A"

January 18, 2011

The President
The White House
Washington, DC 20500

Dear Mr. President:

We understand that discussions are taking place within your Administration regarding a substantial reduction in spending for the Community Development Block Grant (CDBG) program in preparation of the FY 2012 budget. Some reports have indicated that a cut of 25% or \$1 billion is under consideration. This, or any, reduction in funding for CDBG would have devastating impact on Travis County's ability to provide needed services to our low and moderate income families, and hinder our ability to continue doing our part in aiding the Nation's economic recovery. A 25% reduction could mean losing over \$235,000 annually, leaving approximately \$617,000 available annually.

A 25% reduction in funding would mean curtailing or cancelling the following projects in Travis County, TX:

1. Home repair and weatherization services for low and moderate income homeowners that improve the energy efficiency, physical living conditions, and safety in owner-occupied homes.
2. Improvements to substandard roads that increase traffic safety, and provide property owners, school busses, mail service and emergency service providers all-weather access to properties on the roads. At present, inquiries into the program include over \$5 million dollars in needed repairs to roads.
3. Improvements to neighborhoods that are in distress without access to a permanent source of water and wastewater, which are essential to safe and decent housing. At present, inquiries into the program include over 18 neighborhoods at a price tag estimated to be over \$20 million dollars.
4. Financial assistance to low and moderate income first-time homebuyers making it easier for potential homeowners to purchase homes and to offset the changes in the lending market.
5. Funds to obtain services for adults, children or youth facing resource, social, emotional or behavioral challenges, that have had reduced access to services due to transportation barriers.

Over the first four years of Travis County's CDBG program, the program has accomplished the following:

1. 173 Travis County residents were served by permanently connecting their homes to new water transmission lines. The residents had previously relied on a fire hydrant as their water source.
2. Land was acquired for the construction of 27 affordable homes for very low, low and moderate income residents of Travis County in a desirable development area and across the street from a new elementary school.
3. 1710 Travis County residents were served by improvements to six roads in their neighborhood. At the end of the summer of 2011, an additional 1297 people will benefit from a road improvement that will allow school buses, emergency services and the U.S. Postal Service safe access to the neighborhood.
4. Home-based case management services have been provided to 372 people, including non-clinical counseling, crisis intervention and outreach, information and referrals.
5. The Grant has funded or partially funded three full time staff to plan, manage and implement the grant – a 25% cut would likely result in impacts to staffing.

The activities that have been funded in Travis County have provided a direct benefit to our low- and moderate-income residents and their neighborhoods, something that would not have been possible without this federal-local partnership.

Therefore, Mr. President we strongly urge you in your FY 2012 budget to freeze CDBG formula funding at the FY 2010 level of \$3.9 billion.

Attachment “A”

Thank you for your favorable consideration of our recommendation.

Respectfully,

Travis County Commissioners Court Agenda RequestVoting Session: January 18, 2011
(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 on the following items related to the planning for the Program Year 2011-2013 Consolidated Plan and Program Year 2011 Action Plan for the Community Development Block Grant funds available from HUD:

- A. Approve the public hearing dates for the public to provide input on community needs; and
B. Approve the advertisements announcing the public hearing dates in newspapers of general circulation.

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:

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Diana Ramirez, PBO
Susan Spataro, Travis County Auditor
Lee Turner, TNR

Christy Moffett, HHS/VS
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing
Steven Manilla, TNR
Cyd Grimes, Travis County Purchasing Agent

- 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
X 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

MEMORANDUM

Date: January 11, 2011

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant : Approval of PY 2011-2013
Consolidated Plan and Program Year 2011 and Public Hearings to
Gather Needs and Strategic Direction Interests

Proposed Motion:

Consider and take appropriate action on the following items related to the planning for the Program Year 2011-2013 Consolidated Plan and Program Year 2011 Action Plan for the Community Development Block Grant funds available from HUD:

- A. Approve the public hearing dates for the public to provide input on community needs; and
- B. Approve the advertisements announcing the public hearing dates in newspapers of general circulation.

Summary and Staff Recommendations:

- A. Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2011, which spans from October 1, 2011 through September 30, 2012, Travis County is expected to receive an estimated \$942,749 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects.

Additionally, the CDBG program must complete a new three year Consolidated Plan by this August that identifies needs and a strategic direction; therefore,

information from the public will also be gathered to assist in determining the priorities for CDBG funding for the next three program years beginning October 2011.

Staff recommends the following dates, times and locations for the public hearings:

**Travis County Granger Building
Commissioners Courtroom**
314 W. 11th St.
Austin, TX 78701

Tuesday, February @ 9:00 am

South Rural Community Center
3518 FM 973
Del Valle, Texas, 78617

Wednesday, February 16 @ 6:30 pm

West Rural Community Center
8656-A Hwy 71 W., Suite A
Oak Hill, Texas, 78735

Thursday, February 17 @ 6:30 pm

East Rural Community Center
600 W. Carrie Manor St.
Manor, Texas, 78653

Wednesday, February 23 @ 6:30 pm

Travis County Community Center
15822 Foothills Farm Loop, Bldg D
Pflugerville, Texas, 78660

Thursday, February 24 @ 6:30 pm

Those that are not able to attend the public hearings will have an opportunity to provide their input in writing by filling out a Participation Form. This form will be available at the Travis County CDBG website www.co.travis.tx.us/CDBG, at one of the seven Travis County Community Centers, or by requesting the form be mailed.

Please refer to attachment "B" for a full schedule for the development of the PY 2011 Action Plan and PY2011-2013 Consolidated Plan.

- B. Staff recommends approval of the attached advertisement to notify the public of the set of public hearings to provide input for the development of the PY2011 Action Plan and PY2011-2013 Consolidated Plan. Notification to the public must occur 14 days prior to the public hearings in newspapers of general circulation and must target the areas the grant serves, the unincorporated areas of the county.

To meet these criteria, the following papers will be targeted for advertising in English.

Manor Messenger

Pflugerville Pflag

Hill Country News
North Lake Travis Log
West Lake Picayune

Lake Travis View
Oak Hill Gazette
Austin Chronicle

To reach the Spanish speaking population, the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo*. Please see Attachment "A" for the proposed advertisement in English. A copy of the ad is in currently being translated into Spanish.

Refer to Attachment "A" for a copy of the notice.

Budgetary and Fiscal Impacts:

A. N/A

B. Costs for the public notice will be paid for with the CDBG budget resources.

Issues and Opportunities:

Moving forward with the development of a CDBG Action Plan and Consolidated Plan allows the county to increase revenue to address the needs of low-to-moderate income residents that live in the unincorporated areas of the county.

After compiling the needs, data review and draft of the strategic direction, staff will come back to the Commissioners Court in May for approval of the strategic direction and project selection criteria so that projects can be selected in June 2011.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.

Consolidated Plans are completed every 3, 5 or 6 years based on the County's interest and include data on community needs and strategic goals. The County is currently working under a five year Consolidated Plan spanning from program years 2006-2010. The next Consolidated Plan will take effect on October 1, 2011 and end September 30, 2014.

Attachment "A"

**Travis County Health and Human Services
& Veterans Service**

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

Help Identify Community Needs in Travis County

Travis County invites the public to participate in community forums where residents will have an opportunity to present community needs and recommend projects for Community Development Block Grant (CDBG) funds for usage in the unincorporated areas of Travis County. The information collected in the forums will guide the selection of CDBG projects for the Program Year 2011 (October 2011 – September 2012) and help determine the priorities for the funding of the next three program years (October 2011 – September 2014).

The Community Development Block Grant (CDBG) program is funded by the United States Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live outside any city limit. The program supports community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services. For program year 2011, Travis County anticipates to receive approximately \$942,749.

The forums will be held according to the following schedule:

Tuesday, February 15, 2011 @ 9:00 am	Wednesday , February 16 , 2011 @ 6:30 pm	Thursday, February 17, 2011 @ 6:30 pm	Wednesday , February 23, 2011 @ 6:30 pm	Thursday, February 24, 2011 @ 6:30 pm
Travis County Granger Building Commissioner s Courtroom: 314 W. 11th St. Austin, Texas, 78701	South Rural Community Center: 3518 FM 973 Del Valle, Texas, 78617	West Rural Community Center: 8656-A Hwy 71 W., Suite A Oak Hill, Texas, 78735 http://www.mapquest.com/maps?state=TX	East Rural Community Center: 600 W. Carrie Manor St. Manor, Texas, 78653	Travis County Community Center: 15822 Foothill Farm Loop, Bldg D Pflugerville , Texas, 78660

If you can not attend any of the forums, you can participate by filling out a Participation Form found at the Travis County Website at www.co.travis.tx.us/CDBG/, at one of the seven Travis County Community Centers or by requesting that it be mailed to you at 512-854-3460. The form

will be available beginning February 15, 2011 and must be turned in by March 31, 2011 to be included.

For additional information contact Christy Moffett, at christy.moffett@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at any of the public hearings, please contact staff at least **five** business days in advance.

Attachment "B" Calendar for the Development of the CDBG PY11-PY13 ConPlan & PY11 Action Plan

**At Commissioners Court****Key Dates**

JAN	Turn in back-up for Jan 18th agenda item	11
	Approve all dates for public hearings	18
	Send ads to Patricia Estrada for posting	19
	Advertise the week of January 24th	24
FEB	Request project ideas from TC departments	1
	Turn in back-up for Feb 15th agenda item	8
	Public Hearing at the TCCC	15
	Public Hearing in Precinct 4 - Del Valle	16
	Public Hearing in Precinct 3 - Oak Hill	17
	Public Hearing in Precinct 1 - Manor	23
	Public Hearing in Precinct 2 - Pflugerville	24
MAR	Evaluate projects as they come in and review last year's project list	
	All projects ideas & proposals due for PY11	31
MAY	Present draft strategic direction & potential projects to TCCC during work session in early May	12
	Turn in back-up for May 24th agenda item	24
	Approval of Strategic Direction & Project Selection Criteria	24
	Turn in back-up for May 31st agenda item	24
	Approve dates for public comment & advertisements	31
JUN	Send Ad to Patricia Estrada for posting	1
	Advertise the Week of June 6	6
	Project Approval by TCCC	7
	Turn in back-up for June 21st agenda item	14
	Last opportunity to approve projects	14
	Approve final draft for Public Comment	21
	Public Comment period begins	24
	Public Hearing at the TCCC	28
JUL	Public Hearing at the TCCC	12
	Public Comment Period Ends	25
AUG	Turn in back-up for August 9th agenda item	2
	Approve final PY11-PY13 Con Plan and PY11 Action Plan at TCCC	9
	Submit PY11-PY13 Con Plan and PY11 Action Plan to HUD	15
	Con Plan and Action Plan due to HUD	15



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 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 budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

PBO recommends approval

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see back up documentation

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio	Pending
Planning and Budget Office	Leroy Nellis	Pending
Planning and Budget Office	Rodney Rhoades	Pending
Planning and Budget Office		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

1/18/2011

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1250	523	4202	ITS	Auto Mileage-Employees		\$ 270	1
		001	1250	523	4107	ITS	Cell Phone Allowance	\$ 270		

Budget Adjustment: 25228

Fyr _ Budget Type: 2011-Reg

Author: 12 - MACIK, NICHOLAS

Created: 1/3/2011 3:15:58 PM

PBO Category: Transfer

Court Date: Tuesday, Jan 18 2011

Dept: INFORMATION & TELECOMMUNI

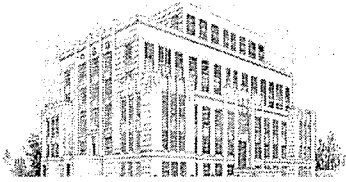
Just: CommCodeRq

Cell Phone Allowance Slot 17

From Account	Acct Desc	Project	Proj Desc	Amount
001-1250-523-4202	AUTO MILEAGE-EMPLOYEES			270
				270
To Account		Project		Amount
001-1250-523-4107	CELL PHONE ALLOWANCE			270
				270

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	1/3/2011 3:17:29 PM
DepOffice	12	NICHOLAS MACIK	1/7/2011 1:32:10 PM

PBO concurs.
 Rollout 1/7/11



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow, Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

Date: January 7, 2011

To: Randy Lott, Budget Analyst

From: Joe Harlow, Chief Information Officer

A handwritten signature in cursive script, appearing to read "Joe Harlow", written in black ink.

Subject: Budget Adjustment – Cell Phone Allowance

The attached budget adjustment is for providing a Cell Phone Allowance for slot no. 17. The transfer amount is for the Cell Phone Allowance line item only, as there is sufficient savings in the benefit line items for those costs.

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

Cc: Walter LaGrone, ITS

Rev. 6-22-2010

Travis County Monthly Cellular Service Allowance REQUEST

FORM Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

mm
12/27/10



Official/Department Head Signature and Date

1-7/11

effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):

A.) Aaron Madeley - #130014 - Customer Support Manager – Slot#17

\$10/mo

\$20/mo

\$30/mo

☐☐

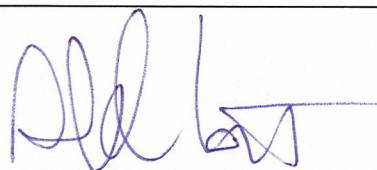
X

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐



Comments:

Reviewed by PBO



signature and date

Approved by Commissioner's Court

Date

Processed by Auditor's Office

signature and date

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager
Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email
Brad.Bearden@co.travis.tx.us

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 - Data Center
(\$25,100)	Facilities	12/14/10	Land
\$161,390	Various	12/13/10	Canceled Purchase Orders
(\$15,987)	County Attorney	12/14/10	Technical correction of liquidated PO
(\$25,000)	TNR	12/27/2010	Envision Central Texas
\$7,745	Various	1/7/11	Canceled Purchase Orders
\$7,786,187	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)
\$4,838,740	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 (\$45,000)	Facilities	12/28/10	Beginning Balance EOB - Safety Improvements
\$451,980 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)	
\$361,980 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			

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

Amount	Dept Transferred Into	Date	Explanation
\$48,595,756			Beginning Balance
(\$22,500,000)	Facilities	12/14/10	Land
(\$754,400)	ITS	12/21/10	Equipment
(\$3,948,400)	TNR	12/21/10	Vehicles
\$21,392,956 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$1,099,930			Beginning Balance
(111,697)	ITS	11/9/10	BEFIT Personnel
(920,159)	Auditor	12/7/10	BEFIT Personnel
(68,074)	PBO	12/7/10	BEFIT Personnel
\$0 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 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 programs, applications, contracts and permissions to continue:

Annual contract with the Task Force on Indigent Defense to continue the Formula Grant - Indigent Defense Grant Program in the Criminal Courts.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet includes one item. It is the annual contract with the Task Force on Indigent Defense for the Formula Grant Program in the Criminal Courts. The grant provides resources to help offset the County's cost for indigent defense. The grant has been in place since 2002.

STAFF RECOMMENDATIONS:

PBO recommends approval of the item.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no cash match requirement for this week's item.

REQUIRED AUTHORIZATIONS:

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

TRAVIS COUNTY

1/18/2011

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 #
<i>Contracts</i>									
24	Formula Grant - Indigent Defense Grant Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456 0	R	S	10

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 i

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs
24	Formula Grant - Indigent Defense Grants Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0
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
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0
19	Underage Drinking Prevention Program	10/1/2011 - 9/30/2014	\$570,783	\$107,145	\$214,701	\$892,629	3
			\$1,092,215	\$110,145	\$242,578	\$1,452,938	3

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 Workstite Policy)	6/1/2010 - 2/29/2012	\$200,000	\$0	\$0	\$200,000	1.5	11/16/2010
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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
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
49	CAPCOG FY 10 Solid Waste Enforcement Grant*	9/1/2010 - 7/31/2011	\$20,240	\$0	\$0	\$20,240	0	12/14/2010
58	AmeriCorps*	8/1/2008 - 7/31/2009	\$228,040	\$225,977	\$0	\$454,017	16	12/14/2010
58	Seniors and Volunteers for Childhood Immunization	10/1/2010 - 9/30/2011	\$4,000	\$0	\$0	\$4,000	0.25	12/21/2010
58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$186,929	\$0	\$0	\$186,929	0	12/21/2010
37	Homeland Security Grant Program - Urban Area Strategic Initiative (UASI)	9/1/2008 - 1/15/2011	\$136,234.36	\$0	\$0	\$136,234.36	0	12/21/2010
37	2009 COPS LE Technology Grant	3/11/2009 - 3/10/2012	\$300,000	\$0	\$0	\$300,000	0	1/4/2011
			\$7,608,074	\$2,219,403	\$45,000	\$9,872,477	48.41	

*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
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	9/28/2010
24	Drug Diversion Court	\$4,701	\$4,701	\$9,402	1	8/24/2010	11/23/2010
24	Travis County Veteran's Court	\$6,982	\$6,982	\$13,964	1	8/24/2010	11/23/2010
22	Family Drug Treatment Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	11/23/2010
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010
24	Drug Diversion Court	\$4,878	\$4,878	\$9,756	1	9/28/2010	11/23/2010
24	Travis County Veteran's Court	\$7,222	\$7,222	\$14,444	1	9/28/2010	11/23/2010
19	Family Violence Protection Team	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	Awaiting Contract
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	10/5/2010	Awaiting Contract
58	ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	Awaiting Contract

9

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
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	Awaiting Contract
19	Family Violence Protection Team	\$23,589	\$23,589	\$47,178	1.5	12/14/2010	Awaiting Contract
23	Family Violence Protection Team	\$21,263	\$21,263	\$42,526	0.5	12/21/2010	Awaiting Contract
58	Casey Family Programs Community and Family Reintegration Project	\$10,090	\$10,090	\$20,180	1	12/28/2010	Awaiting Contract
58	Comprehensive Energy Assistance Program	\$84,508	\$84,508	\$169,016	0	12/28/2010	Awaiting Contract
58	Comprehensive Energy Assistance Program (Operating)*			\$325,000	0	12/28/2010	Awaiting Contract
Totals		\$237,802	\$237,802	\$800,604	17		

* 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.

7

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

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

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

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

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) 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 development 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	\$ 1,490,480	\$ 1,760,059

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

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 Criminal Courts
Contact Person/Title:	Debra Hale
Phone Number:	(512)854-9432

Grant Title:	Formula Grant- Indigent Defense Grants Program		
Grant Period:	From:	10/1/2010	To: 9/30/2011
Grantor:	Task Force on Indigent Defense		
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	<i>County Match</i>	In-Kind	TOTAL
Personnel:						\$0
Operating:		\$446,456				446,456
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$446,456	\$0	\$0	\$0	\$446,456
FTEs:						0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
Applicable Depart. Measures		12/31/10	3/31/11	6/31/11	9/30/11	
100% of defendants meeting indigence criteria will receive court appointed counsel and services.	100%	100%	100%	100%	100%	100%
Measures For Grant						
Outcome Impact Description						
Indigent defendants will receive quality representation from defense attorneys who have met the guidelines and standards set forth in the Fair Defense Plan.	100%	100%	100%	100%	100%	100%

PBO Recommendation:

This award is the annual state supplement to the county's budget for the provision of indigent defense in compliance with the Texas Fair Defense Act.

Auditor's Office staff and the County Attorney's Office have reviewed the contract and have found no issues.

PBO recommends approval of this contract.

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?

In 2001, the 77th Legislature passed Senate Bill 7 (Texas Fair Defense Act), which mandated changes in how Texas counties provide, pay and monitor legal services for indigent defendants accused of criminal acts. The Act further mandated that attorneys be paid reasonable fees for performing services based upon the time and labor required, the complexity of the case, and the experience of counsel. The Travis County Courts, in compliance with the Act, adopted new fee schedules effective January 1, 2002. Interim procedures and guidelines related to indigent defense were also adopted. As a result of new procedures and fee schedules, expenses for providing indigent defense have increased annually. The grant award for FY11 (projected allocation) is \$446,456.

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

This is a mandated expense that the County is required to fund long term.

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.

A county match is not required.

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

Not applicable.

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.

No. If the grant award is not funded, because this is a mandated function, the department will have to request additional funding.

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

This is an existing 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.

This funding will allow us to continue to provide indigent defense services to defendants who meet the criteria for indigence. The only performance measures that have been utilized for

indigent defense are (1) the amount of expenses incurred each year and (2) 100% of those defendants who meet indigence criteria will receive a court appointed attorney and services.



TEXAS TASK FORCE ON INDIGENT DEFENSE
205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994
P.O. Box 12066, Austin, Texas 78711-2066
www.courts.state.tx.us/tfid

CHAIR:
THE HONORABLE SHARON KELLER
Presiding Judge, Court of Criminal Appeals

DIRECTOR:
MR. JAMES D. BETHIKE

VICE CHAIR:
THE HONORABLE OLEN UNDERWOOD

December 20, 2010

The Honorable Samuel T. Biscoe
Travis County Judge
Via E-mail: sam.biscoe@co.travis.tx.us

Dear Judge Biscoe:

I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Travis County a formula grant estimated to be **\$446,456**. The ***Statement of Grant Award FY2011 Formula Grant*** is attached. Please have the person designated by your FY11 Formula Grant commissioners' court resolution sign the Statement of Grant Award. Return the signed document via scan and e-mail (bwilson@txcourts.gov) or **fax to (512) 475-3450**. You do not need to mail the original.

The Task Force works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Task Force, I congratulate Travis County for its efforts and achievements in these areas. If you have any questions or need clarification on the information contained in this letter, please call Bryan Wilson, Grants Administrator at the Task Force office, toll free in Texas at (866) 499-0656,

Sincerely,

Sharon Keller
Chair, Task Force on Indigent Defense
Presiding Judge, Court of Criminal Appeals



Task Force on Indigent Defense
Statement of Grant Award
FY2011 Formula Grant

Grant Number: 212-11-227
Grantee Name: Travis County
Program Title: Indigent Defense Services
Grant Period: 10/01/2010-9/30/2011
Grant Award Amount: The sum of \$5000.00 and 4.149531% of the remaining funds budgeted for FY11 formula grants by the Task Force. Based on the initial funds budgeted, this amount is estimated to be **\$446,456**.

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Task Force to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Task Force. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by **January 20, 2011**. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on September 7, 2010, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

Signature of Authorized Official

Name & Title (must print or type)

Date



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 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 requested Debt Issuance
Schedule and Funding for Fiscal Year 2011 Capital Projects.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

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


PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: January 11, 2011

SUBJECT: FY 11 Proposed Debt Issuance

The following tables summarize the Certificates of Obligation (CO) and Voter Approved Bonds proposed for issuance in FY 11.

I. Voter Approved Bonds – Requested Cash Flow for FY 11

A. 2005 Proposition One (Roads, Road-Related Drainage, Right-of Way)	\$3,765,000	¹
B. 2005 Proposition Two (Parks and Open Space Parkland)	1,855,000	¹
Total for all Voter Approved Debt (all 20 year debt) -	\$5,620,000	

(1) Includes related issuance amounts.

Please note that this is the last issuance for the 2005 bond program. There is one project – US 290 West - (\$2,000,000) – left in 2000 voter approved bonds that is scheduled for issuance in FY 12 and will likely require a reimbursement resolution in the fall of 2011 (FY 12).

II. Non-Voter Approved Debt – FY 11

The FY 11 Certificates of Obligation included in the Adopted Budget totaled \$21,555,000. Since that time, the Commissioners Court has approved the purchase of property in downtown Austin as well as several modifications to the scrubbing recommendations presented by PBO.

In addition, there are two other changes that proposed. The first relates to a safety project that was not ready for inclusion in the CO list until now. During the budget process TNR submitted a request for \$240,000 for traffic signals at two locations in Travis County:

- 1.) East Slaughter Lane @ Old Lockhart Hwy..... (\$120,000)
- 2.) Quinlan Park Road @ Steiner Ranch Blvd (south I/S).....(\$120,000)

At that time, warrant studies for these locations had not been completed. PBO recommended funding the signals once warrant studies were complete and suggested that existing CO balances be utilized if available. The warrant studies have since been completed and the signals are warranted. Given the revised scrubbing recommendations taken to Court in December, existing balances are not available for these projects in eligible CO funds. Therefore, PBO recommends the addition of these safety

improvements to the FY 11 Certificate of Obligation. The second change is the elimination of a security camera system in the Sheriff's Office that was previously included in the proposed CO list. On November 30, 2010, the Commissioners Court approved the use of SCAAP grant funds for the project so it has been removed from the CO list.

PBO has prepared the following revised FY 11 CO list that includes all changes approved by Commissioners Court as well as the recommended traffic signals listed above.

A.	Long Term CO's:		
	Land for Courthouse	\$22,500,000	²
	BEFIT (FY 11 Portion)	4,100,000	
	700 Lavaca Due Diligence Projects	3,000,000	
	Sub-Total Long Term Non-Taxable CO's	29,600,000	
	Allocated Issuance	125,362	
B.	Short Term Non-Taxable CO's:		
	<i>ITS:</i>		
	Other ITS Hardware & Software Projects	555,000	
	Fiber Optic Installation	490,000	
	Identity Mgmt: Software, hardware	400,000	
	<i>Facilities Management:</i>		
	Collier/East Command Roof Replacement	595,000	
	CJC Plaza Entrance Canopy	385,000	
	Improvements to CJC and Gault buildings	378,648	
	<i>Sheriff's Office:</i>		
	Improvements at TCJ	860,000	
	Security Camera System	514,368	
	COMPUTROLS	300,000	
	Remote Fire Alarm Monitor	75,000	
	<i>TNR:</i>		
	Centrally Budgeted Vehicles	4,988,800	
	HMAC & Alternative Paving	3,329,820	
	Capitalized Road Maintenance	1,000,000	
	Traffic Signals	240,000	³
	Ranger Residence at East Metro Park	225,000	
	Circle Dr./Springvalley Public Works Project	180,000	
	ADA Sidewalk Upgrades	150,000	
	Park Roads and Parking Lot Projects	100,000	
	<i>EMS:</i>		
	EMS Interlocal – 2 Demand Units	460,060	
	Sub-Total Short Term Non-Taxable CO's	14,712,328	
	Allocated Issuance	62,310	
	Total for all Non-Voter Approved Debt -	\$44,500,000	
	TOTAL ALL DEBT	\$50,120,000	

(2) Approved by Court after the adoption of the budget.

(3) Not yet approved by Court.

After discussions with the County's Financial Advisor, PBO has revised the issuance amount related to the CO to \$187,672 to account for the currently proposed issuance amount. PBO recommends approval of the above final project list for the FY 11 Certificates of Obligation. PBO anticipates an issuance schedule similar to FY 10.

CC John Carr (FM)
Amy Draper (FM)
Roger El Khoury (FM)
David Escamilla (Travis County Attorney)
Greg Hamilton (Travis County Sheriff)
Michael Hemby (TCSO)
Joe Harlow (ITS)
Danny Hobby (ES)
Ladd Pattillo (Financial Advisor)
Nick Macik (ITS)
Steve Manilla (TNR)
Cynthia McDonald (TNR)
Glenn Opel (Bond Counsel)
Meg Seville (TCSO)
Susan Spataro (Travis County Auditor)
Hannah York (County Auditor's Office)
PBO

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

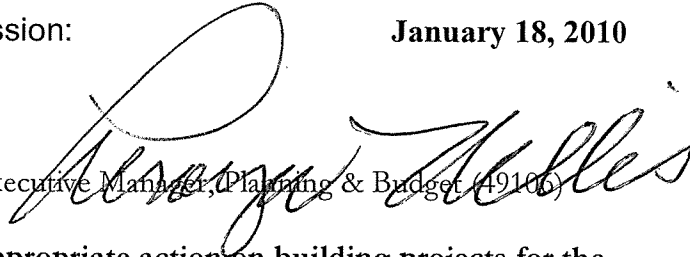
Please consider the following item for:

Voting Session:

January 18, 2010

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)



**Consider and take appropriate action on building projects for the
Fiscal Year 2011 Bond Election.**

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

January 13, 2011

TO: Members of the Commissioners Court

FROM: Rodney Rhoades, Executive Manager Planning and Budget

A handwritten signature in dark ink, appearing to read "Rodney Rhoades", is written over the "FROM:" line.

SUBJECT: Draft Project list for Building Projects to consider for a 2011 Bond Referendum

On Tuesday, January 4, 2011 the Commissioners Court asked that information be provided regarding what building projects should be considered for the 2011 Bond Referendum. The attached list includes the first phase priority projects from the Central Campus Master that require new facility design and construction. Additionally, after discussions with Danny Hobby, Executive Manager of Emergency Services, I have included the estimated cost for a New Medical Examiners Office and Forensic Center. The Project list for facilities to consider totals \$509,600,000.

Please contact me if you have any questions or comments.

CC:

Leroy Nellis, Budget Director

Jessica Rio, Assistant Budget Director

Belinda Powell, Strategic Planning Manager

Katie Peterson Gibson

DRAFT 2011 BOND REFERENDUM FACILITY PROJECT LIST - SUBJECT TO CHANGE - 1\13\2011

#	Project Name	Project Description	Size	Est. Cost
1	Civil and Family Courthouse and Parking	17 story building to house the the Civil and Family Courts including the AG's Child Support Court, District Clerk, County Clerk, Domestic Relations, Office of Child Representation, Office of Parental Representation, Law Library, Mediation and Dispute Resolution Space, Sheriff's Office Transport and Staging for the Civil and Family Courts and 600 Car Parking Garage	510,000 sq. ft.	345,000,000
2	Redevelopment of Block 126	Office Building, Public Plaza and Underground Parking for up to 1,100 cars	135,000 sq.ft.	103,000,000
3	Medical Examiner Facility	Land acquisition, site analysis, design and construction of a new Medical Examiners Office and Forensic Center		37,000,000
4	North Campus New Building	Two New Buildings at the North Campus location will provide Office Space. Landscaping will comply with City of Austin development standards and provide amenities for the public and adjacent neighborhoods. Green roof areas on both buildings will provide efficiency and amenity for occupants. The two buildings will be joined at the 3 rd level by an atrium that will span the driveway below. The buildings will be setback from the streets with landscaped pedestrian areas and will incorporate sustainable design and construction practices to achieve LEED Silver certification.	220,000 sq.ft	55,700,00
5	North Campus New Parking Garage	Parking garage associated with the two office buildings will provide approximately 650 parking spaces.	253,000 sq.ft	24,600,000
	TOTAL Proposed			509,600,000

Travis County Commissioners Court Agenda Request

Voting Session January 18, 2011
(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 \$679,129.98, for the period of December 31, 2010 to January 6, 2011.

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
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
DECEMBER 31, 2010 TO JANUARY 6, 2011

-

- 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: January 18, 2011

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: December 31, 2010 to January 6, 2011

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$679,129.98

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 \$679,129.98.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: January 18, 2011
 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: December 31, 2010
 TO: January 6, 2011

REIMBURSEMENT REQUESTED: \$ 679,129.98

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,023,714.72
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: January 11, 2011	\$ (341,870.01)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 679,129.98
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 679,129.98

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 \$35,903.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$48,902.37) 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 \$200,000 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 (\$22,339.91).

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

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

Diane Blankenship 1/11/11
 Diane Blankenship, Director, HRMD Date

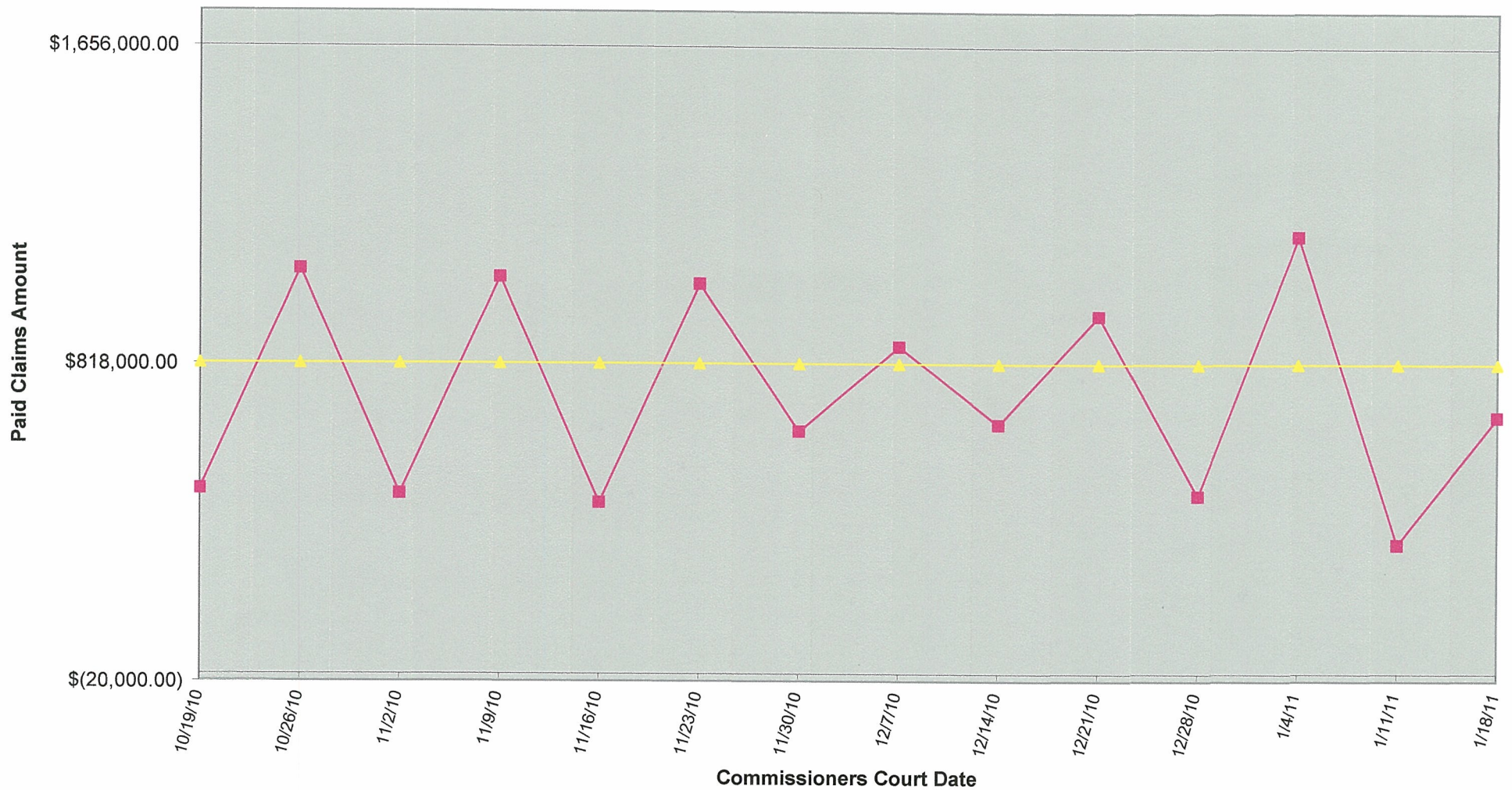
Dan Mansour 1-18-11
 Dan Mansour, Risk Manager Date

Cindy Purinton 1-10-11
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 1/10/11
 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



Paid & Budgeted Claims to Date	\$ 10,309,407.37	\$ 11,463,365.85
Paid Claims less Total Weekly Budget		\$ (1,153,958.48)

3

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 1/7/2011 5:08 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: 2011-01-07 REQUEST AMOUNT: \$1,023,714.72

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: 2011-01-06	\$991,586.32
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$947,131.68
+ CURRENT DAY NET CHARGE:	\$76,583.04
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,023,714.72

ACTIVITY FOR WORK DAY: 2010-12-31

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$61,170.52	\$00.00	\$61,170.52
TOTAL:	\$61,170.52	\$00.00	\$61,170.52

ACTIVITY FOR WORK DAY: 2011-01-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$13,598.67	\$00.00	\$13,598.67

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_01_06

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	-251.52	NN	1058921	AH		1	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-251.54	NN	1835413	AA		5	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-256.66	NN	1698264	AE		8	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-260.72	NN	1119448	AH		9	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-260.91	NN	1835478	AI		2	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-269.19	NN	1392609	AE		6	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-289.06	NN	1096043	AA		1	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-306.15	NN	1425219	AH		5	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-321.72	NN	1342874	AA		6	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-334.72	NN	1402936	AA		7	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-408.22	NN	1618074	AH		7	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-438.02	NN	1689641	AH		5	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-471.16	UZ	66398730	AA		7	12/31/2010	50	1/7/2011	1/6/2011
701254	632	-519.4	NN	1294714	AH		1	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-784.93	NN	SSN0000C	AL		0	12/30/2010	600	1/6/2011	1/6/2011
701254	632	-825.57	NN	1709078	AH		1	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-918.57	NN	1080099	AH		1	1/6/2011	200	1/5/2011	1/6/2011
701254	632	-2389.62	NN	SSN0000C	AL		0	12/28/2010	600	1/3/2011	1/6/2011
701254	632	-3277.68	NN	SSN0000C	AL		0	12/29/2010	600	1/5/2011	1/6/2011

679,129.98

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

For the payment week ending: 01/06/2011

<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>
----------------	------------------	------------	--------------	------------	------------------------	-----------------	-----------------------	-------------------

Total: \$0.00

9

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 1/6/2011

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	77,311.95
	RR	
	526-1145-522.45-29	21,665.04
Total CEPO		\$98,976.99
EPO		
	EE	
	526-1145-522.45-20	171,361.39
	RR	
	526-1145-522.45-21	36,974.27
Total EPO		\$208,335.66
PPO		
	EE	
	526-1145-522.45-25	305,648.54
	RR	
	526-1145-522.45-26	66,168.79
Total PPO		\$371,817.33
Grand Total		\$679,129.98

Travis County Commissioners Court Agenda RequestVoting Session 1/18/11
(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 AttorneyCONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS FOR
HUMAN RESOURCES MANAGEMENT DEPARTMENT:

- A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND
- B. NON-ROUTINE REQUEST FROM THE TRAVIS COUNTY EMERGENCY SERVICES FOR A VARIANCE TO TRAVIS COUNTY CODE CHAPTER 10.03002, GENERAL OVERVIEW FOR DETERMINING PAY POLICY.

Approved by: _____
Signature of Commissioner(s) or County Judge**II. Additional Information**

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

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759
 Danny Hobby, Executive Manager, Executive Services Phone # 854-4416
 Diane Blankenship, Director, HRMD Phone # 854-9170
 Todd L. Osburn, Compensation Manager, HRMD Phone # 854-2744

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (854-9106)
 _____ Human Resources Management Department (854-9165)
 _____ Purchasing Office (854-9700)
 _____ County Attorney's Office (854-9415)
 _____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

January 18, 2011

ITEM # :

DATE: January 7, 2011

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

A handwritten signature in blue ink, appearing to be "DB", is located next to the "FROM:" field.

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Actions – Pages 5 - 8.

Emergency Services requests approval for salary adjustments that exceed 10% above midpoint – Travis County Code § 10.03002, Slot 26, Executive Asst, PG 16 and Slot 35, Contract Compliance Spec, PG 20. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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
Constable 5	49	Deputy Constable**	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
Criminal Courts	176	Systems Engineer II	25 / \$71,328.13	25 / \$71,328.13
Criminal Courts	185	Court Reporter	24 / Level 1 / \$65,540.80	24 / Level 1 / \$65,540.80
Juvenile Probation	416	Juvenile Detention Ofcr I**	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
TNR	595	Park Maint Worker	7 / \$24,297.31	7 / \$24,297.31
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	20019	Office Specialist	10 / \$11.87	10 / \$11.87	02
HRMD	20041	Benefits Assistant I	12 / \$15.00	12 / \$15.00	02
HRMD	20042	Human Resources Spec II	20 / \$29.17	20 / \$29.17	02
ITS	20007	Planner / Mgmt / Res Asst	13 / \$15.00	13 / \$15.00	02
JP Pct 4	20005	Court Clerk Asst	11 / \$12.70	11 / \$12.70	02
Tax Collector	20097	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	20112	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	20113	Administrative Asst I	11 / \$12.70	11 / \$12.70	02
Tax Collector	20115	Accounting Clerk	11 / \$12.70	11 / \$12.70	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
Constable 2	36	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$44,291.10	\$47,480.16	Career Ladder. Peace Officer Pay Scale (POPS).
Constable 2	39	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$44,291.10	\$47,480.16	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	266	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	699	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1130	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1515	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	77	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$29,142.00	\$30,599.10	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	156	Juvenile Res Trt Ofcr II* / Grd 13	Juvenile Res Trt Ofcr III / Grd 14	\$30,251.26	\$32,345.46	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	617	Juvenile Detention Ofcr I* / Grd 12	Juvenile Detention Ofcr II* / Grd 13	\$29,142.00	\$30,599.10	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 138 / Paralegal / Grd 17 / \$48,116.39	County Atty	Slot 71 / Office Specialist / Grd 10 / \$31,275.65	Voluntary job change. Pay is between midpoint and max of pay grade.
Civil Courts	Slot 102 / Court Operations Officer / Grd 16 / \$44,112.86	JP Pct 2	Slot 23 / Court Clerk I / Grd 13 / \$30,238.83	Voluntary job change. Pay is at minimum of pay grade.
Criminal Justice Planning	Slot 37 / Planner / Grd 18 / \$53,411.21	Constable 3	Slot 6 / Court Clerk II Sr / Grd 16 / \$46,280.00	Voluntary job change. Pay is at midpoint of pay grade.
Emergency Services	Slot 31 / Financial Analyst Lead / Grd 22 / \$62,393.80	Emergency Services	Slot 31 / Financial Analyst Lead / Grd 22 / \$63,578.86	Salary adjustment. Pay is between min and midpoint of pay grade.
Sheriff	Slot 1404 / Corrections Officer Sr / Grd 83 / \$43,159.58	Sheriff	Slot 1404 / Corrections Officer* / Grd 81 / \$39,706.37	Error Correction to Pers. Amend 12/21/10. Corrects career ladder related promotion.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

SECTION B. NON-ROUTINE PERSONNEL ACTIONS

NON-ROUTINE – Salary Adjustments				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Emergency Services	Slot 26 / Executive Asst / Grd 16 / \$51,218.53	Emergency Services	Slot 26 / Executive Asst / Grd 16 / \$52,191.33	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
Emergency Services	Slot 35 / Contract Compliance Spec / Grd 20 / \$67,610.47	Emergency Services	Slot 35 / Contract Compliance Spec / Grd 20 / \$68,894.61	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL
AMENDMENTS ARE APPROVED.**

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

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

MEMORANDUM

DATE: January 7, 2011

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 & Budget

FROM: Diane Blankenship, Director of Human Resources

SUBJECT: Emergency Services Non-Routine Salary Actions, Slots 26 & 35

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

Emergency Services Request:

Emergency Services requests approval to grant 1.90% salary adjustments to one Executive Assistant (slot #26) and one Contract Compliance Specialist (slot #35). The dollar increase for slot #26 is \$972.80 and the dollar increase for slot #35 is \$1,284.14. Each employee is already more than 10 percent above midpoint, thus the actions are considered non-routine. The salary adjustments would apply to the following slots:

<u>Slot #</u>	<u>Title</u>	<u>Current</u>	<u>Proposed</u>
26	Executive Assistant	\$51,218.53	\$52,191.33
35	Contract Compliance Spec.	\$67,610.47	\$68,894.61

Policy:

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Recommendation:

HRMD recommends approval of the proposed salary actions. Emergency Services' requests are reasonable in light of the increased employee responsibilities and facilitate retention of key employees. Departments are encouraged to make use of the available range and these actions are consistent with the intent of the referenced policy. Planning and Budget Office (PBO) has confirmed funding.

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

MEMORANDUM

To: Todd Osburn, Compensation Manager
Human Resources Management Department

From: Danny Hobby, Executive Manager, Emergency Services

Date: December 27, 2010

Subject: Salary Adjustments Request

I would request your assistance in processing the following salary adjustments for three administrative support staff within Emergency Services:

<u>Name/Title</u>	<u>Current Salary</u>	<u>Allocation</u>	<u>New Salary</u>
SLOT 35 - non routine <i>Contract Compliance Specialist</i>	\$67,610.47	1.90%	\$68,894.61
SLOT 31 <i>Lead Financial Analyst</i>	\$62,393.80	1.90%	\$63,578.86
SLOT 26 - non routine <i>Executive Assistant</i>	\$51,218.53	1.90%	\$52,191.33

Emergency Services continues to grow in both services and budget, and along with this comes added strain and workload for existing support staff. I feel it is time to provide staff something to reward them in their continued dedication and commitment to all the departments and divisions they serve on a daily basis.

PBO concurs that permanent salary savings are available for the proposed salary adjustments. The three salary adjustments total \$3,442.00.

Thank you for your assistance in this request.

8



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session
Prepared By: John Carr, Facilities Management, 854-4772
Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director
Sponsors: Commissioner Davis

AGENDA LANGUAGE:

Issue a call for recommendations on naming the new Precinct One office building at 4717 Heflin Lane.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Pursuant to Travis County Code, §1.020 (b) (1.) which is included at Attachment One, staff recommends that the Commissioners Court issue the call for recommendations, including the public notice requirements described in the policy.

The deadline to submit recommendations should be Monday, February 21, 2011. The Commissioners Court could then receive the recommendations at the regular weekly meeting on Tuesday, March 1st. On that date, the Court could vote to forward the recommendations to the Travis County Historical Commission, or any other group designated by the Commissioners Court, for review and comment. Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court could make a final determination on the naming of the facility.

Judge Herb Evans, Justice of the Peace, Precinct Five has submitted a letter signed by numerous other current/previous elected officials recommending the naming of the new Precinct One building for retiring Judge Richard E. Scott. This recommendation is at Attachment Two.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court issue the call for recommendations for naming of the new facility at 4717 Heflin Lane, including the public notice requirements as described in Travis County Code, §1.020.

ISSUES AND OPPORTUNITIES:

The new facility at 4717 Heflin Lane, which will house the Travis County Precinct One Justice of the Peace and Constable offices, is under

construction and will be completed in March 2011.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A - No Financial Impact

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	01/10/2011 2:39 PM
Facilities Management	Roger El-Khoury	Completed	01/11/2011 12:33 PM
Emergency Services	Danny Hobby	Completed	01/12/2011 9:51 AM
Commissioner Precinct 1 Office	Ron Davis	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

19960213 R004

V/S 02-13-96
#4

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

IN THE COMMISSIONERS COURT
IN AND FOR TRAVIS COUNTY, TEXAS

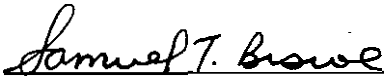
ORDER AMENDING THE TRAVIS COUNTY POLICIES,
PROCEDURES, AND REGULATIONS MANUAL

IT IS HEREBY ORDERED THAT THE Travis County Policies, Procedures and Regulations Manual be amended by adding Section 1.020 in substantially the form and content contained in Attachment A.

This amendment shall be effective immediately upon adoption of this Order.



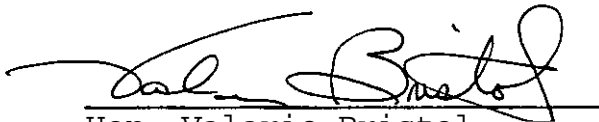
Hon. Bill Aleshire
Travis County Judge



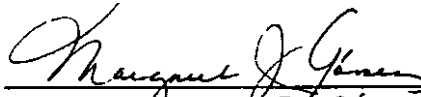
Hon. Samuel T. Biscoe
Commissioner, Pct. 1



Hon. Karen Sonleitner
Commissioner, Pct. 2



Hon. Valarie Bristol
Commissioner, Pct. 3



Hon. Margaret J. Gómez
Commissioner, Pct. 4

Date: _____

02/13/96

61.417

CT:M:\...\mckeed\cindy\name.pol

DATA DEBEAUVJ.M
COUNTY CLERK
TRAVIS COUNTY, TEXAS

96 FEB 13 PM 4:52

FILED

POLICY FOR NAMING TRAVIS COUNTY FACILITIES

§ 1.020 Policy for Naming New Travis County Facilities

(a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.

(b) Procedure

(1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners court.

(2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.

(3) If the recommendation is to name the facility after an individual, the following criteria must be met:

(A) The individual must have made a significant contribution to Travis County.

(B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.

(4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.

(5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.

(6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.

(7) Once a final decision has been made, the Commissioners Court:

(A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.

(B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.

(c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020.(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

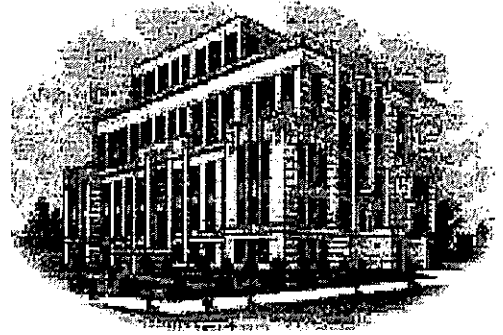
m:attorney\namepol.3

COUNTY OF TRAVIS

STATE OF TEXAS

HERB EVANS

JUSTICE OF THE PEACE, PRECINCT 5
P.O. BOX 1748
AUSTIN, TX 78767
TELEPHONE (512) 854-9050
FACSIMILE (512) 854-9640



December 15, 2010

The Hon. Sam Biscoe
Travis County Judge
The Hon. Ron Davis
Travis County Commissioner, Pct. 1
The Hon. Sarah Eckhardt
Travis County Commissioner, Pct. 2
The Hon. Karen Huber
Travis County Commissioner, Pct. 3
The Hon. Margaret Gomez
Travis County Commissioner, Pct. 4

Re: Judge Richard E. Scott

Dear Judge Biscoe and Commissioners:

This is to recommend that you honor our community by naming the new Precinct One building for retiring Judge Richard E. Scott.

For the past 36 years, Judge Richard E. Scott has served Travis County with great distinction and integrity. He has been a leader in his community and his church, giving of his time and energy for various groups and causes for many years, such as the Urban League, the NAACP and Leadership Austin.

Judge Richard E. Scott has been a leader in his profession, serving as an example and mentor to fellow justices of the peace in this county and others. He is a past chair of the Judicial Council of the National Bar Association. He has also taught Criminal Law at Austin Community College.

As a judge he has worked tirelessly for justice for all in our community, setting a standard for government service with great honor and ability. There has never been a hint of impropriety regarding him or his office. Judge Richard E. Scott has distinguished himself by his leadership, his service as a judge, and as an outstanding man of the people.

It would be a proper recognition of a great career to name the new Travis County Precinct One Building for Judge Richard E. Scott.

Herb

Freder

Michele D. Trana-Dogal

Janet Wissen

Susan Steeg

Ellen

Angi Henne

Bob Perkins

Gen. Meland

F. M. Z.

Wm. C. C.

Charles Webb

Barbara Bembrey



Travis County Commissioners Court Agenda Request

Meeting Date: 1/18/2011, 9:00 AM, Voting Session

Prepared By: Kristy Vargas, Justice and Public Safety, 854-4753

Elected/Appointed Official/Dept. Head: Roger Jefferies, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on application for Travis County to be selected as a Justice Reinvestment Initiative Phase II Site by the Bureau of Justice Assistance which, if selected, will provide funding and technical support for a sobriety center.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

STAFF RECOMMENDATIONS:

On behalf of the Community Justice Council, the Criminal Justice Planning Department is requesting approval from the Commissioners Court to apply to the Bureau of Justice Assistance (BJA) to be selected as a Phase II site as part of the BJA's Justice Reinvestment Initiative.

ISSUES AND OPPORTUNITIES:

If selected as a potential site, Travis County would be invited to apply in April 2011 for funding and technical assistance to plan for and implement a sobriety center to be used as a diversion from jail for some subset of those arrested for Public Intoxication

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

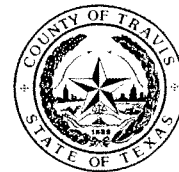
Justice and Public Safety
County Judge's Office
Commissioners Court

Roger Jefferies
Cheryl Aker
Cheryl Aker

Completed 01/10/2011 3:53 PM
Pending
Pending


CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

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

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

Date: January 18, 2011

Subject: **CONSIDER AND TAKE APPROPRIATE ACTION ON APPLICATION FOR TRAVIS COUNTY TO BE SELECTED AS A JUSTICE REINVESTMENT INITIATIVE PHASE II SITE BY THE BUREAU OF JUSTICE ASSISTANCE WHICH, IF SELECTED, WILL PROVIDE FUNDING AND TECHNICAL ASSISTANCE FOR A SOBRIETY CENTER**

Criminal Justice Planning, on behalf of the Community Justice Council, is respectfully requesting approval from the Commissioners Court to apply to the Bureau of Justice Assistance (BJA) to be selected as a Phase II site as part of BJA's Justice Reinvestment Initiative. If selected as a potential site, Travis County would then be invited to apply in April 2011 for funding and technical assistance to plan for and implement a sobriety center to be used as a diversion from jail for some subset of those arrested for Public Intoxication.

Justice reinvestment is a data-driven approach to reduce corrections and related criminal justice spending and reinvest savings in strategies designed to increase public safety. The purpose of justice reinvestment is to manage and allocate criminal justice populations more cost-effectively, generating savings that can be reinvested in evidence-based strategies that increase public safety while holding offenders accountable. States and localities engaging in justice reinvestment collect and analyze data on drivers of criminal justice populations and costs, identify and implement changes to increase efficiencies, and measure both the fiscal and public safety impacts of those changes.

As part of a strategic planning process in 2010 under Urban Institute's Justice Reinvestment at the Local Level (JRLL), the Community Justice Council resurrected the idea of a sobriety center

for Travis County and selected it, among other ideas, as a possible strategy to reduce the jail population and provide supporting services to those brought by law enforcement to the center.

Over the holidays, BJA released a solicitation targeting JRL sites (Travis County is one of three), inviting them to apply for consideration as a "Phase II" site, which renders them eligible for funding and assistance with their strategies. We completed the components of "Phase I" in 2009 and 2010 (please see attached solicitation). The Phase II opportunity was reviewed by the Community Justice Council at a special meeting on January 5th and the CJC unanimously voted to pursue the application as follows:

1. Adopt concept and develop a plan to implement a sobriety center.
2. Apply for consideration to apply (yes, a bit weird) to be a site that would receive funding and technical assistance to implement a sobriety center (due February 1, 2011).
3. Request to UI to provide professional siting assistance for such a facility.
4. Formation of a sobriety center work group.
5. Include the sobriety center concept in a larger strategy with permanent supportive housing and an expansion of mental health resources (and other possible initiatives).

Please note that representatives from Seton, St. David's, Assistant City Manager Michael McDonald's office, the Austin Police Department, and the Austin/Travis County Medical Director's Office attended the January 5, 2011, CJC meeting and expressed interest in participating in further discussions on the project.

Attached for your review is a Q & A on sobriety centers and how it could impact Travis County (Attachment A). There are many other questions which need to be answered, such as where the sources of funding will come from and how the arrestee will be handled by the criminal justice system. These and other questions will be addressed as part of the planning process to be completed if we are selected as a site. We have also attached the charter for the Justice Center Reinvestment Strategy, which was completed in March 2010, for your information.

Thank you for your consideration of this request. Please contact me if you have any questions.

Attachment A

Sobriety Center Concept for Travis County, Texas

What is a sobriety center?

The sobriety center or sobriety-up station (SUS) concept was first implemented in Poland in the 1950s to provide inebriated individuals a haven from the risks of being intoxicated and vulnerable in public, and to offer minimal medical care. Similar programs have been implemented in Russia, Australia, Canada, the US, and the UK. Both Canada and the UK retain the option of criminal prosecution for public intoxication versus decriminalizing the offense.

Within the United States, public intoxication laws vary widely from state to state. Rather than being dictated by federal law, each state is left to decide if public intoxication will be criminalized or not. Texas, along with California, Georgia, Indiana, Iowa, and Kansas (to name a few), is one of the states which has criminalized being drunk in public. In other states, public intoxication is considered a health issue and not a crime.

In states where public intoxication is a detainable offense, and where statute allows, sobriety centers can provide an alternative to arrest and incarceration in the local jail. Ideally, these programs offer medically supervised detoxification services, case management and other supportive services to reduce the revolving door cycle of jail stays for chronic inebriates.

Why is Travis County now considering a sobriety center?

In March 2009, Travis County was one of three jurisdictions selected through a competitive process by the Urban Institute to participate in the national Justice Reinvestment at the Local Level (JRLL) initiative. Through this initiative, the Urban Institute agreed to assist our community in developing, implementing, and evaluating a local data-driven, collaborative, strategic plan to achieve meaningful reductions in our jail population, and to guide the reinvestment of savings into more proactive public safety measures in the community.

Travis County sponsored five strategic planning sessions from October 2009 through January 2010. Participants included County and City leadership, as well as elected and appointed officials. At the conclusion of the strategic planning, a project charter outlining county-wide criminal justice priorities was developed to guide the JRLL initiative.

The mission of the JRLL initiative is to develop strategies to evaluate, monitor, support, and enhance effective, ongoing jail population management practices and policies of key stakeholders in Travis County.

The vision of the initiative included several components. Among them is that the Travis County jail population –

- Is reduced by implementing proactive law enforcement strategies as an alternative to arrest, consistent with public safety and justice.
- Is reduced by maximizing options to divert appropriate arrestees to alternative interventions.
- Consists of individuals who should truly be incarcerated and are properly charged.

One of the goals identified by the stakeholder group to achieve our vision was to develop an operating plan and budget proposal for a sobriety center to address the large numbers of arrestees brought to the jail on public intoxication charges.

The project charter outlined some of the impediments to developing an operating plan for a local sobriety center. These include finding funding for the project; a lack of community support; selecting a site for the sobriety center; and determining how to address the needs and challenges presented by chronic inebriates. Proposed remedies include identifying and exploring multiple funding opportunities and partnerships; educating the community on the cost of creating and operating a sobriety center, as well as projected cost savings; selecting potential sites that are non-controversial in nature; establishing a threshold for more extensive treatment for chronic inebriates; and offering medical detoxification services on-site.

Is public intoxication a problem in Travis County?

Public intoxication is a crime in Texas, a Class C misdemeanor offense punishable by a fine only. If a defendant has three prior public intoxication convictions within twenty-four months of the current offense, however, the public intoxication offense can be “enhanced”, resulting in not only a larger fine, but up to 180 days in jail, as well.

From October 1, 2009, through September 30, 2010 (FY 2010), 8,266 individuals were booked in the Travis County Jail with a total of 8,355 Class C - Public Intoxication charges. Eighty-nine of these individuals had more than one public intoxication charge relevant to a single booking, indicating that there were pending public intoxication charges at the time of booking. The individuals booked with a Class C - Public Intoxication charge had a total of 13,120 charges (including all charge types); with 4,765 of those being charges other than public intoxication. In summary, 67% (or 5,497 individuals) of those arrested had Class C Public Intoxication as their only charge.

In comparison, 746 individuals were booked in the Travis County Jail with a total of 770 Class B - Public Intoxication *Enhanced* charges in FY 2010. Twenty-four of those individuals had more than one public intoxication charge relevant to a single booking, indicating that there were pending public intoxication enhanced charges at the time of

booking. The individuals booked with a Class B - Public Intoxication charge had a total of 1,123 charges (including all charge types); with 353 of those being charges other than an enhanced public intoxication. Of the total number of individuals arrested, 71% (or 531 individuals) had a Class B - Public Intoxication *Enhanced* as their only charge. Please note that all of the numbers cited here are relevant to actual arrests and bookings and do not include individuals who received a citation only for public intoxication.

Are there examples of sobriety centers in Texas?

In San Antonio, Texas, a collaborative partnership exists between the Bexar County Center for Health Care Services (CHCS) and the Haven for Hope, a non-profit agency focused on providing comprehensive services to homeless individuals via a "one-stop" shop concept. The goal of this collaboration is to increase the capacity for mental health, substance abuse, and detoxification services in the community while "breaking the cycle of homelessness, arrest, and/or inappropriate use of emergency room services and reducing the cost of treatment while incarcerated". CHCS operates the Restoration Center, located on the Haven for Hope campus, which includes a 40-bed sobriety unit and a 27-bed detoxification unit.

Over 550 individuals pass through the sobriety unit each month. The Restoration Center's target population is homeless serial inebriates referred by the San Antonio Police Department and the Bexar County Sheriff's Department, with referrals from other sources also accepted. Substance abuse and mental health screenings, alcohol and drug abuse treatment, and mental health treatment and counseling are offered 24 hours, seven day a week, with onsite medical staff and treatment. CHCS is funded by Bexar County and will receive \$1.25 million in FY 2010-11 to fund all services, including the Restoration Center. Bexar County and the City of San Antonio estimate that diverting serial public inebriates from their detention facility will result in a combined annual cost savings of \$2.4 million.

What about sobriety centers across the country?

The partnership between CHCS and the Haven for Hope in San Antonio, Texas, is modeled after Central City Concern (CCC), a nonprofit agency in Portland, Oregon, that serves single adults and families impacted by homelessness, poverty and addiction. One of the many programs offered by CCC is the Hooper Detoxification and Stabilization Center, which includes the Sobriety Station. The Sobriety Station offers a safe environment where intoxicated individuals can sober up and provides access to further treatment and services. The program admits over 11,000 individuals annually. Admission to the Sobriety Station is via local law enforcement or the Central City Concern Hooper Inebriate Emergency Response Service (CHIERS). CHIERS is a roving response van which assesses and transports more than 3000 alcoholics and addicts from the streets of Portland each year. The emergency medical technicians on board the

CHIERS van are trained to work with street alcoholics, substance abusers, and the mentally ill. More intensive services are available to individuals on a voluntary basis at the CCC Hooper Detoxification and Stabilization Center. Multnomah County will contribute over \$477,000 in FY 2011 to fund the Sobriety Station, while the City of Portland will contribute \$778,000 to fund the Sobriety Station (plus an additional \$432,000 to fund CHIERS).

Allumbaugh House was opened in Boise, Idaho, in April 2010. This program was created with the assistance of Central City Concern and modeled after the Hooper Detoxification and Stabilization Center and provides medically monitored detoxification. It consists of a sobriety station for 18 individuals and detoxification and crisis mental health services for 16 clients. Public intoxication is a criminal offense in Idaho (a Class C misdemeanor) and the creation of Allumbaugh House offers law enforcement an alternative to jail for certain public inebriates. Referrals will be accepted from law enforcement, health care providers, and hospitals. The sobriety station operates on weekends only, while detoxification services are available 24 hours, seven days a week. This program has a first-year operating budget of \$1.8 million dollars and is jointly funded by the City of Boise, Ada County, and local hospitals.

The San Francisco Sobriety Center is located in San Francisco, California, and is run by the city's Public Health Department and Community Awareness Treatment Services (CATS), a local nonprofit agency. The Sobriety Center began as a pilot program in 2003. It maintains 12 beds (9 for men and 3 for women) and targets homeless serial inebriates who are high utilizers of emergency rooms and jails. Referrals are accepted from law enforcement, paramedics, and "mobile assistance patrols" (a homeless outreach and transportation service operated by CATS). Sobriety Center clients are provided access to a shower, food, clean clothing, and basic medical care, with referrals to local social service providers available. There are no onsite detoxification services and clients are allowed to stay at the Sobriety Center while awaiting a detoxification bed. Currently, the Sobriety Center is developing an ambulatory (or outpatient) detoxification program, to be made available to its clients.

The Cherry Hill Detoxification Services Program in Alameda County, California, opened in 2008, and offers a Sobriety Center and detoxification services. The Sobriety Unit is a voluntary program, designed to accommodate 50 individuals on a short-term basis. It operates 24 hours a day, seven days per week. Referrals are accepted from hospitals, law enforcement, drug and alcohol treatment providers, and community based organizations. Walk-in referrals are not accepted. Participants must exhibit signs of alcohol or other drug intoxication with a desire for detoxification. The Sobriety Unit is co-located with the 32-bed Cherry Hill Detox Unit. Clients of the Sobriety Unit have the opportunity to enter the Detox Unit for three to five days; assistance with assessments and referrals to appropriate substance abuse treatment are offered. This program has an approximate annual budget of \$2 million dollars.

Denver CARES (Comprehensive Addictions Rehabilitation and Evaluation Services) is part of Denver Health, Colorado's primary provider of medical and behavioral care for the uninsured. Denver CARES is a 100-bed, nonmedical, clinically managed treatment facility, which provide a safe detoxification for public inebriates, as well as assessment, education, motivational counseling, and residential treatment. They operate 24 hours a day/7 days a week with a staff of registered nurses, licensed practical nurses, psychiatric technicians, and addiction counselors, and provide all clients with sleeping accommodations and meals during their stay. Denver CARES operates an emergency service patrol, which picks up public inebriates throughout the City of Denver and safely transports them to the Denver CARES facility. They respond to police requests, community calls, Denver Health Medical Center Emergency Department, and also regularly travel established routes. Denver CARES responds to more than 15,000 requests each year. The annual budget for Denver CARES is approximately \$3 million dollars.

The San Diego SIP (Serial Inebriate Program) began as a pilot program in 2000. SIP is a collaborative effort between the City and County of San Diego, the San Diego Police and Sheriff's Departments, San Diego County Superior Courts, San Diego County Health and Human Services and Mental Health Systems, Inc. The program serves to reduce the number of chronic, homeless inebriates cycling through detoxification centers, county jail, and local emergency rooms through intervention and treatment. SIP is a post-adjudication treatment program for public inebriates, offered in lieu of jail time. Clients receive a physical and mental health assessment, as well as substance abuse treatment. Once in treatment, clients are provided with wraparound services to address their individual needs, including case management and city-sponsored housing. The program accommodates 15 to 20 participants. As of FY 2008, the County annually funded the treatment portion of the program (\$120,000), while the City funded the housing portion (\$80,000). Mental Health Systems Inc. is the current county funded treatment provider and managed the budget. The costs of court personnel and police officers are considered "in-kind services" and are not included in funding.

Has Travis County ever considered utilizing a sobriety center?

In 2000, Travis County employees drafted a report proposing the creation of a local sobriety center to address the issue of public intoxication in our community. This report was the basis for creating the Sobriety Center Study Group to explore the feasibility of a program in Austin, Texas. This task force was made up of City and County officials, local service providers, and local civic leaders. Austin Travis County Integral Care (ATCIC, formerly Austin Travis County Mental Health and Mental Retardation) lead the writing of a formal feasibility study regarding a local sobriety center. In January 2002, ATCIC, the City of Austin, and Travis County went public with the proposal, announcing joint funding for this study to explore the need for creating a local sobriety center. The feasibility study was implemented in three phases.

Phase I was a review related literature and studies from other jurisdictions. It was conducted via site visits and face-to-face, telephone, and e-mail interviews and queries. Phase II of this study consisted of in-person and telephone interviews conducted with local experts in various fields (criminal justice, substance abuse service providers, mental health service providers, etc.) and with other interested stakeholders. Data from national experts and feedback from local interviews was used to outline the potential components of a local sobriety center in Phase III of the feasibility study. A questionnaire was developed for the local interviews and the resulting responses were analyzed via a methodology known as "Concept Mapping".

The final result of this feasibility study concluded that 87% of stakeholders participating in the study were in favor of establishing a sobriety center in Austin, Texas. It was recommended that the questionnaire developed in Phase III should be distributed to a broader group of community stakeholders to determine the community's support of a local sobriety center. Recipients should include frontline law enforcement staff, local business leaders, treatment providers, etc. Representatives from the City and County, including elected and appointed officials, were tasked with visiting select existing sobriety center sites.

What could a sobriety center look like in Travis County?

Regarding the creation of a sobriety center, the feasibility study issued detailed recommendations for:

- Eligibility Requirements
- Intake Procedures and Criteria
- Facility Logistics
- Program Design
- Program Monitoring
- Staffing and
- Continuity of Care

Eligibility requirements for this sobriety center include serving individuals intoxicated with alcohol and/or other substances; serving individuals with multiple needs; demonstrating cultural competency and sensitivity; not limiting access based on previous utilization; denying admissions, as needed; not restricting access for financial reasons; and accepting referrals from a variety of sources.

Intake procedures and criteria include use a Breathalyzer to determine blood alcohol content, detect serious alcohol poisoning, and/or verify if individual is intoxicated or experiencing another medical emergency and providing an initial assessment at intake, to determine if the individual meets sobriety center criteria. This includes a basic medical assessment and basic mental health assessment.

Regarding facility logistics, the sobriety center should be appropriately located and on a Capital Metro bus line; provide on-site security (as needed) but not be a locked facility; provide transportation for referrals via staff or bus passes; provide showers, cots, and nutritious snacks; and offer separate male and female quarters.

The program design should have a clear mission statement; have policies and procedures, including infections control; employ a social service/medical model; be co-located with a detoxification unit; offer 24-hour intake; and accommodate non-English speakers. The sobriety center should also provide on-site counseling; short-term, on-site case management; on-site mental health services; and clinical assessment. Program monitoring should include an ongoing program evaluation and maintaining confidential client records in a database.

Staffing needs include employing bilingual (English/Spanish) staff, an on-call physician (24/7), and a registered nurse or licensed practical or vocational nurse. Recommended staff also included a licensed social worker/counselor, a licensed chemical dependency counselor, outreach workers and van drivers/aides, as well as security staff, as needed.

What about supportive services – and are they available in Travis County?

Continuity of care at this sobriety center should ideally include linkage to detox services, substance abuse treatment, psychiatric services, educational services, Alcoholic Anonymous meetings, Al-Anon family groups, transitional housing, family therapy, and intellectual and developmental disability services.

Ideally, detoxification services will be co-located with the sobriety center to ensure continuity of care. In Austin, detoxification services are scarce, with “free” beds (those funded by private donations or the State), even more difficult to find. Local providers include Austin Recovery and Seton Shoal Creek Hospital.

Substance abuse treatment for serial inebriates should be offered post-detoxification and can include residential (inpatient) treatment or intensive outpatient (IOP) treatment, followed by supportive aftercare services. Clients with more complex treatment needs will require residential treatment, followed by a step-down in service to IOP. Most treatment providers offer substance abuse assessments and aftercare services, in addition to treatment.

Residential substance abuse treatment is the most difficult to locate and expensive. It is offered locally to indigent clients through the McCabe Center (but by contract with a referring agency only) and the Salvation Army, as well as the US Department of Veterans Affairs (for qualified military veterans only). Other providers are available in Austin and throughout the State but these require private pay or coverage through medical insurance.

Local IOP providers include ADAAP (Austin Drug and Alcohol Abuse Program), Changes Counseling, Inc., CHILL (Choosing How I Live Life), Clean Investments, Inc., Cornerstone Counseling, Inc., Developmental Counseling Center, Inc., ATCIC/Oak Springs Treatment Center, Northwest Counseling and Wellness Center, and Seton Shoal Creek Hospital. Most of these providers are private pay or insurance only but some do operate on a sliding scale fee, as well. ATCIC/Oak Springs Treatment Center receives funding from the State to provide indigent services and is one of the few providers that will accept dually diagnosed individuals. The US Department of Veterans Affairs offers IOP, but to qualified military veterans only.

Basic adult education services, including GED preparation, and/or vocational and job training is offered through Austin Community College, the Austin Academy, Capital IDEA, Austin Area Urban League, Goodwill Industries, Literacy Austin, the Texas Workforce Commission, and Workforce Solutions. These services are available at little to no charge.

Alcoholic Anonymous meetings (as well as Narcotics Anonymous, Al-Anon, etc.) are located throughout the Travis County and are readily available to interested individuals. The sole local provider of mental health services for the indigent (psychiatric services, as well as services for those with intellectual and developmental disabilities) is Austin-Travis County Integral Care or ATCIC.

Housing (transitional, permanent, etc.) is a key component to the success of any individual reentering the community, whether is be after a period of incarceration or after a prolonged period of homelessness and/or inebriation. Local housing providers, such as Avalon, A New Entry, and Burkes, have entered into contracts with Travis County to provide housing to individuals involved with certain county-funded programs but this funding is very limited. There are other providers of transitional housing within the community but not all are endorsed by the County or City nor can they be recommended as a service provider, especially for a vulnerable population. The City of Austin has developed a strategy to construct and operate 350 units of permanent supportive housing within the next four years. Currently, there is an identified need for almost 1900 units of permanent supportive housing in Austin. This strategy aims to provide housing that is affordable, promotes independence, and offers diverse options.

Basic needs, such as food and clothing, are offered through social service agencies that include Austin Resource Center for the Homeless, the Capital Area Food Bank, Caritas of Austin, the City of Austin Health and Human Services, Travis County Health and Human Services & Veterans' Services, Foundation for the Homeless, and the Salvation Army. Numerous churches and faith-based organization also provide basic needs, as well as case management and other services.

How much would a sobriety center cost?

First year costs are outlined below:

Estimated Sobriety Center First Year Cost*	
Personnel (Total Number of FTEs: 15.5)	625,331
Fringe	240,318
Travel & Training	2,447
Equipment	51,142
Supplies	75,735
Contractual Services	61,542
Facility build-out	225,000
Total	\$1,281,515

**Costs are based upon the "Sobriety-Up Station Feasibility Study" created by Austin Travis County MHMR, June 14, 2002. Personnel costs have been modified to reflect the current FY 2011 Travis County rates. Each position is noted at one level below midpoint of that positions pay grade. Operational expenditures were based on items noted in the report with a 22.35% inflation rate from 2002 to 2010.*

How have other sobriety centers addressed site concerns?

The Restoration Center in San Antonio, Texas, is located adjacent to the Haven of Hope campus. As Haven for Hope was being planned and built, it became obvious that many of the city's homeless population it would eventually serve were also battling alcohol and/or substance abuse and in need of related services. A building already owned by CHCS and located across the street from Haven of Hope was renovated to house the sobriety and detoxification units, as well as felony and misdemeanor drug courts. The entire campus is within two miles of downtown San Antonio.

The Central City Concern (CCC) Sobriety Station and Hooper Detoxification and Stabilization Center were originally co-located in downtown Portland, Oregon. As of early 2010, the CCC Hooper Detoxification and Stabilization Center moved one mile from the Sobriety Station, to accommodate renovation and expansion. CCC has operated out of downtown Portland since the early 1970s, so there was precedence for establishing a sobriety center and a detoxification center downtown. This site decision was accepted by neighborhoods and nearby businesses due to CCC's history in the area.

Allumbaugh House, located in Boise, Idaho, has been in operation since early 2010, but planning efforts date to 2002. Allumbaugh House was built on city-owned land, as a cost saving measure and to avoid the time and steps required to purchase property. It is adjacent to the jail, the juvenile detention facility, subsidized housing, and a psychiatric hospital, with easy access to a freeway. It is not, however, located in the downtown corridor, near homeless shelters and the center for most of Boise's homeless population. This is proving to be an impediment for the sobriety station, which has a very low census. Since opening in April 2010, the sobriety station has served only 30 individuals (some of them repeat clients). One of the reasons cited for this under-

utilization is the location, which many law enforcement officers (the main source of referrals) report is inconvenient, citing high travel time to the facility, versus a homeless shelter or the jail.

The San Francisco Sobriety Center is located in downtown San Francisco, California. The area is densely populated and is, in fact, the second most densely populated large city in the nation. The Sobriety Center is located within one block of the city's tourism hub, main market street, and residential areas. It is also in close proximity to the city's homeless shelters and community resources. The decision was made to locate the Sobriety Center downtown because of the need for easy access to services and resources by its homeless clients. In fiscal year 2009, over 1300 clients made 3200 visits to the Sobriety Center. The highest users were seen between 80 and 90 times each during that same year.

Where would be the most effective location for a sobriety center in Travis County?

As part of ongoing preparation and planning, Travis County would like to apply for funding through the Bureau of Justice Administration's Justice Reinvestment Initiative (JRI). The JRI solicitation will enable Travis County to hire a professional facilitator to lead the discussion surrounding site issues and to assist stakeholders in making an informed decision where to locate a sobriety center.

What are next steps and recommendations?

The immediate next steps are present this project to the Travis County Commissioner's Court for their approval and to submit Travis County's application to proceed with JRI.

ATTACHMENT B



What is Justice Reinvestment?

Justice Reinvestment is a data-driven approach to reduce spending on corrections and reinvest identified savings in evidence-based strategies designed to increase public safety and hold offenders accountable. States and localities using the justice reinvestment approach collect and analyze data on drivers of criminal justice populations and costs, identify and implement changes that address costs and achieve better outcomes, and measure both the fiscal and public safety impacts of those changes.

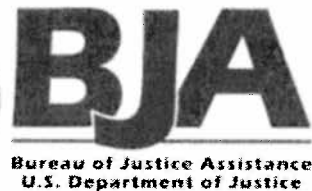
The **Justice Reinvestment Initiative (JRI)** is supported by the Bureau of Justice Assistance (BJA) in the Office of Justice Programs, U.S. Department of Justice, in conjunction with the Pew Center on the States. The purpose of JRI is to provide technical assistance and financial support to states, counties, cities, and tribal authorities that would like to engage in justice reinvestment as either a **Phase I** or **Phase II** site:

- **Phase I** sites will receive intensive, on-site technical assistance to start the justice reinvestment process, which involves engaging leaders and key stakeholders, conducting a comprehensive analysis of criminal justice data, and identifying strategies to reduce costs and increase public safety. BJA will issue a request for letters of interest in late 2010 and will invite potential sites to submit a full application in early 2011.
- **Phase II** sites will receive both targeted technical assistance and funding to support the implementation of justice reinvestment strategies. Sites that apply to be Phase II sites must have already completed all of the steps associated with Phase I (see JRI Site Selection Criteria document). Sites that are interested in being considered for Phase II selection should contact the Urban Institute. Beginning in late 2010, the Urban Institute will request formal Phase II proposals from sites that have completed Phase I work.

The following organizations will be working with BJA on JRI:

- The Urban Institute's Justice Policy Center will serve as the Oversight, Coordination, Outcome, and Assessment provider working with BJA, the Pew Center on the States, and the technical assistance providers to select JRI sites, set specific performance measures, track implementation, and assess the impact of JRI.
- The Council of State Governments Justice Center and the Vera Institute of Justice will provide technical assistance and support to states selected as JRI sites. The Pew Center on the States will also provide technical assistance and support to JRI states in coordination with the Council of State Governments Justice Center and Vera Institute of Justice.
- The Center for Effective Public Policy and the Crime and Justice Institute at the Community Resources for Justice will provide technical assistance and support to localities and tribes selected as JRI sites.

For more information on JRI, visit <http://www.ojp.usdoj.gov/BJA/JRI>, email justicereinvestment@urban.org or contact Rebecca Neusteter at the Urban Institute at 202-261-5668.



JRI Targeted Competitive Site Selection Eligibility Criteria and Process

A jurisdiction can apply to be either a Phase I or a Phase II JRI site. **Phase I** sites will receive intensive technical assistance to start the justice reinvestment process, which involves engaging leaders and key stakeholders, analyzing criminal justice data, and identifying strategies to reduce costs and increase public safety. **Phase II** sites will receive both targeted technical assistance and funding to support the implementation of justice reinvestment strategies. Sites that apply to be Phase II sites must have already completed all of the steps associated with Phase I.

The sections below detail the application process and eligibility criteria for Phase I and Phase II.

PHASE I

Application Process for Phase I Sites:

Selected jurisdictions will be invited to submit a 10-page (12-pt font, double spaced) application to the Urban Institute (UI) that responds to the criteria listed below. The application may include information compiled by its TA provider in the assessment of the potential site. UI will review all applications to ensure that all eligibility requirements are met. If applicant is deemed eligible, the Steering Committee will review each application and make final recommendations to BJA. BJA will make the final decision regarding site selection for Phase I.

Eligibility Criteria for Phase I Sites:

1. **Commitment of Leadership:** *Evidence of project support among key leaders in the jurisdiction is critical. The leaders will include the governor, legislators, mayor, county executive or commissioners, judges, sheriff, other law enforcement executives, defense bar, prosecutors, chief of corrections, directors of probation/parole/community corrections, and victims' advocates.*
 - **Application Components:**
 - i. Submit all the names and signatures of key stakeholders who would be involved in implementing the initiative.
2. **Data Capacity and Information-Sharing Commitment:** *While candidate sites will not be expected to have a fully developed integrated electronic data management system in place, they should have the basic capacity to access information relevant to current criminal justice populations (e.g., crime, arrests, average daily population, length of stay, population characteristics), procedural information (e.g., case processing times, failure to appear rates, revocation rates), related costs data (e.g., jail/prison costs, arrest costs, court processing costs, other relevant social and human services), and be willing to share this information, as appropriate. These data will be necessary not only to create a strong justice reinvestment process but also to measure performance and program success along desired outcomes through an external evaluation.*
 - **Application Components:**
 - i. Required statistics on the jurisdiction's criminal justice system:

1. Annual and monthly jail/prison admissions and releases for the last 5-10 years
2. Average daily jail/prison population for the last 5-10 years
3. Average length of jail/prison stay by offense type
4. Composition of jail/prison population (e.g., breakdown by conviction offense, age, race, gender, etc.)
- ii. Desirable, but not required, data:
 1. Projected jail/prison population over next 5-10 years
 2. Any other statistics that may describe the nature of the jurisdiction's criminal justice population (e.g., recidivism rates, % of population with mental health issues; % of individuals cycling in and out of jail or prison more than twice a year; % of pre-trial detainees (if local site application); % of admissions due to probation and/or parole revocation; % of individuals released to post-release community supervision; distribution of inmates by offense type)
3. **A Jurisdictional "Champion:"** *The candidate site will need a leader influential in the given jurisdiction to champion systems change and interagency collaboration and partnership. A champion may be the director of the state or local corrections agency, the sheriff, the district attorney, the mayor, the governor, the chief judge, the speaker of the jurisdiction's house or senate, a legislator, a county commissioner, or a tribal council leader. The leadership may include more than one person, but regardless the leader(s) should have the authority and influence to enlist stakeholder and community buy-in and long-term commitment for the initiative. While it is important that the success of an initiative not depend on one person, a champion can build support and provide a vision for the process.*
 - **Application Components:**
 - i. Specify **leader** (or team) who would spearhead the initiative, including his/her name, title, agency, and the reason for his/her selection.
 - ii. Provide the name, title, agency, and current role of the person who would serve as the **on-site project coordinator**, including how much time s/he would devote to the initiative and how it relates to his/her other job responsibilities.
4. **An Existing Infrastructure in Place:** *Given the nature of this effort, there must be an infrastructure in place to support the project. It will not be possible to build all of the capacity needed in the relatively short time frame of this initiative.*
 - **Application Components:**
 - i. List any government or community resources that have been used in previous criminal justice improvement efforts.
 - ii. Describe any untapped resources the jurisdiction has access to that could support justice reinvestment.
 - iii. Describe other existing or pending grants or technical assistance projects that relate to the criminal justice system in your jurisdiction.
 - iv. Demonstrate a reasonable plan for managing this initiative and integrating it with other related criminal justice efforts, including the allocation of staff time and overall coordination plan.
5. **System-Wide Partnership in Place:** *A collaborative relationship among members of the criminal justice system and social/human services agencies and organizations is essential for the success of this initiative.*
 - **Application Components:**

- i. Identify the state/local/tribal collaborative planning body that works on criminal justice issues and include a discussion of the issues the body addresses, the individuals who are involved and/or the agencies represented, who leads the effort, and how often the entity convenes.
 1. If such an entity does not currently exist in the jurisdiction, please present a plan for the development of a criminal justice planning body, addressing the details required in (i) above.
 - ii. Provide examples of past interagency collaborations on past criminal justice improvement efforts.
6. **Cognizance and Utilization of Evidence-Based Practices:** *Given the field's knowledge about practices that lead to better outcomes, it is imperative that the candidate site understands and is committed to evidence-based principles of effective intervention. Under ideal circumstances, the site is already utilizing risk/needs assessments, alternatives to detention and incarceration, including pretrial services, day reporting, and supervision technologies such as electronic monitoring, GPS, and alcohol monitoring, prior to implementation of the justice reinvestment process.*
 - **Application Components:**
 - i. Describe the jurisdiction's previous efforts to implement and operate evidence-based practices. This may include the implementation of risk/need assessments, programs targeted at jail or prison admissions, sentence lengths, alternatives to incarceration and detention, community reentry, crime prevention, and recidivism reduction.
 - ii. Describe the degree to which these efforts have been successful, the challenges that have been encountered, and how these challenges were addressed.
 - iii. Explain any plans for capital projects or the construction of jail, prison or residential treatment facilities.

Desirable but not Required Criteria:

1. **Promise of In Kind or Cash Match**
2. **Past Training of (and/or Plans to Train) Relevant Criminal Justice Staff on Evidence-Based Practices.**

PHASE II

Application Process for Phase II Sites:

Potential Phase II sites will be asked to submit a 10-page (12-pt font, double spaced) application to UI that responds to the criteria listed below. The application may include information compiled by the TA providers in their assessment of the potential site. UI will review all applications to ensure that all eligibility requirements are met. If applicant is deemed eligible, it will be presented to the Steering Committee with a request to rate the applicant. BJA will make the final decision regarding which sites are selected for Phase II participation.

Eligibility Criteria for Phase II Sites:

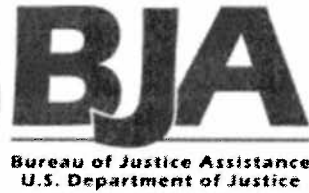
1. **Completed all Phase I Activities:** *Demonstrate commitment and completion of all Phase I activities, including a data analysis that clearly explains the drivers of the criminal justice system population and related costs; a presentation of policy options that have the potential for justice reinvestment and the support of the existing interagency coordinating committee; and projected*

costs and savings that are expected to result from the implementation of proposed policies, practices, and/or programs. The adopted policy options must clearly address the criminal justice drivers that emerged from the data analysis.

- **Application Components:**
 - i. Present the results of justice reinvestment data analysis, identify data-driven policies, and provide projected costs and estimated savings that are expected to result from implementation of the policies.
 - ii. Briefly describe the process by which the policy options were adopted (e.g., in statute, budget act, resolution, or otherwise committed to by elected or appointed officials).
 - iii. Discuss role of existing justice reinvestment coordinating committee in Phase I and planned role in Phase II.
 - iv. Identify leader of initiative and project coordinator for Phase II and explain their roles in Phase I activities.
- 2. **Reinvestment Strategy:** *A decision that is supported by all relevant stakeholders of where and how savings will be reinvested.*
 - **Application Components:**
 - i. Describe a proposed reinvestment strategy, including a plan for how anticipated savings will be generated and reinvested.
 - ii. Demonstrate that interventions are politically and practically feasible to implement.
 - iii. Submit letters of support/agreement from any parties integral to the success of the initiative.
- 3. **Political and Programmatic Feasibility to Implement Policies:** *The site has broad support from the criminal justice institutional and community stakeholders to implement and track the policies in a timely manner (within three months for non-capital projects; within 12 months for projects involving capital changes).*
 - **Application Components:**
 - i. Submit letters of support/agreement from any key groups that are not members of the coordinating committee but support the proposed reinvestment strategy.
- 4. **Capabilities to Track Cost and Population Impacts of Intervention:** *Documented effects of implemented interventions are necessary to determine the impact of the justice reinvestment process. The site may use Phase II technical assistance and/or funding to track anticipated effects resulting from the implementation of any policies.*
 - **Application Components:**
 - i. Demonstrate that the site has the capabilities to track the cost and population impacts of proposed policies, including a discussion of the key indicators that should be tracked in relation to the implemented policies and descriptions of the mechanisms that are in place (or will be put in place immediately upon implementing the policy) to track the described indicators.

Desirable but not Required Criteria:

1. **Promise of In Kind or Cash Match**
2. **Past Training of (or Plan to Train) Relevant Criminal Justice Staff on Evidence-Based Practices.**



Frequently Asked Questions

QUICK VIEW:

- What does it mean for a state to participate in the Justice Reinvestment Initiative?
- What does it mean for a local or tribal community to participate in the Justice Reinvestment Initiative?
- What does technical assistance look like?
- Who provides technical assistance to a state?
- Who provides technical assistance to a local or tribal community?
- Who pays for Justice Reinvestment Initiative technical assistance?
- How long does technical assistance last?
- Can I arrange for someone to come to my state/local community to make a presentation on the Justice Reinvestment Initiative?
- What is the application process for Phase I participation in the Justice Reinvestment Initiative?
- When is the deadline to seek Phase I assistance?
- Does my state/local community have to participate in Phase I in order to apply for Phase II assistance?
- Can my state/local community apply for Phase I and Phase II assistance at the same time?
- We think we are interested in participating. What do we do now?
- What can my state/local community do to increase its chances of being selected?
- Will co-applications from a state, local, and/or tribal jurisdiction be given preference?
- Will selected Justice Reinvestment sites be evaluated?
- How can I find more information on where Justice Reinvestment work is already underway?

Here are some frequently asked questions about the Justice Reinvestment Initiative (JRI).

What does it mean for a state to participate in the Justice Reinvestment Initiative?

The goal of the JRI is to manage and allocate criminal justice populations and spending more cost-effectively, thereby generating cost-savings that can be reinvested in evidence-based strategies that increase public safety. Participating in this initiative means garnering commitment from legislative leadership and criminal justice authorities in the state, developing or improving information sharing capabilities, collecting and analyzing criminal justice data, developing policy options and strategies based on that data, and enacting evidence-based policies that increase public safety. Participating sites will receive targeted technical assistance on each of these components.

What does it mean for a local or tribal community to participate in the Justice Reinvestment Initiative?

The goal of the JRI for local and tribal communities is similar to that of the state-level initiative, but is different in scale. For local and tribal communities, participating in this initiative means garnering commitment from local leadership and criminal justice authorities, developing or improving information sharing capabilities, collecting and analyzing criminal justice data, developing policy options and strategies based on that data, and enacting evidence-based policies that increase public safety.

For more information on justice reinvestment at the local level, please see The Urban Institute's Justice Reinvestment at the Local Level: Planning and Implementation Guide [<http://www.urban.org/publications/412233.html>].

What does technical assistance look like?

Technical assistance is tailored to each site, but includes:

- A comprehensive analysis of criminal justice data and expert diagnosis of the current criminal justice and corrections system to identify factors that are driving costs associated with criminal justice;
- Coordination and facilitation of bipartisan forums and working groups that bring policymakers together with other officials and stakeholders to share information and ideas and consider policy options;
- Development of specifically tailored and data-driven policies, practices, and programs designed to increase public safety, hold offenders accountable, and reduce spending on corrections;
- Identification of evidence-based reinvestment strategies that hold the greatest promise for reducing recidivism and increasing public safety; and
- Assistance in assessing the impact and cost-benefits of justice reinvestment.

Who provides technical assistance to a state?

States participating in the Justice Reinvestment Initiative will receive targeted technical assistance provided by either the Council of State Governments (CSG) Justice Center or

the Vera Institute of Justice. Both of these organizations are nonprofit entities with long records of providing nonpartisan research, analysis, and expertise to states on criminal justice policy.

Who provides technical assistance to a local or tribal community?

Local and tribal communities participating in the Justice Reinvestment Initiative will receive targeted technical assistance provided by either the Center for Effective Public Policy (CEPP) or the Crime and Justice Institute of the Community Resources for Justice (CJI). Both of these organizations are experienced research entities with expertise in evidence-based criminal justice practices.

Who pays for Justice Reinvestment Initiative technical assistance?

The technical assistance portion of the Justice Reinvestment Initiative is funded by a Congressional appropriation authorized by the Omnibus Consolidated Appropriations Act of 2010 (P.L. 111-117) and managed by the Bureau of Justice Assistance. States and local community sites are encouraged to invest some of their own resources and to work with the technical assistance provider for guidance on how to partner with other funders, including private foundations and the federal government.

The Pew Center on the States has partnered with the Bureau of Justice Assistance in this initiative and, in some cases, may provide additional funding to selected state sites.

How long does technical assistance last?

There is no set term for targeted technical assistance; the duration will largely depend on progress. However, the goal of technical assistance provided in Phase I is to prepare the site for application to Phase II. Once Phase I criteria are met, Phase I assistance will end. If a site applies and is selected for Phase II, technical assistance will resume with the same provider.

Can I arrange for someone to come to my state/local community to make a presentation on the Justice Reinvestment Initiative?

Depending on the jurisdiction, it may be appropriate for a technical assistance provider to conduct a site visit in order to assess the site's capabilities for participation in the Justice Reinvestment Initiative. Please contact The Urban Institute for more information on site visits and teleconferencing.

What is the application process for Phase I participation in the Justice Reinvestment Initiative?

The Bureau of Justice Assistance invites states, counties, and tribal authorities to submit letters of interest to be considered for a Phase I award of technical assistance. After this initial letter of interest is received, a technical assistance provider will contact you to

arrange for a site visit or teleconference in order to gain a fuller understanding of your site's criminal justice context and to answer any questions you may have.

A subset of jurisdictions that submit letters of interest will be invited to submit a full proposal for participation in the Justice Reinvestment Initiative. Your technical assistance provider may assist you in developing and submitting this proposal.

When is the deadline to seek Phase I assistance?

Initial letters of interest for Phase I are due February 1, 2011. Selected sites will be invited to submit a full proposal in April 2011. Another round of requests for letters of interest from localities and tribal authorities will be issued in spring 2011; however, there will only be one request for letters of interest from states.

Does my state/local community have to participate in Phase I in order to apply for Phase II assistance?

No. Some states/local communities will have completed justice reinvestment work equivalent to Phase I with other sources of support and will not require Phase I assistance. These sites may apply directly to Phase II, but will be required to demonstrate Phase I completion. Please contact The Urban Institute for more information on whether your site would qualify for a direct application for Phase II assistance.

Can my state/local community apply for both Phase I and Phase II assistance at the same time?

No. You may apply for Phase I assistance and, if BJA determines your site has already met Phase I completion criteria, then you may apply directly for Phase II assistance. If you have any questions as to which phase of assistance your site will require, please contact The Urban Institute.

We think we are interested in participating. What do we do now?

A site's decision to engage in justice reinvestment is a very positive step toward making evidence-based criminal justice decisions. Your first step will be to contact The Urban Institute for assistance in determining for which phase your site will apply for assistance. You may review eligibility criteria for Phase I and Phase II and our Guidance for Submitting Letters of Interest on BJA's website: <http://www.ojp.usdoj.gov/BJA/JRI>

What can my state/local community do to increase its chances of being selected?

Several factors increase the likelihood that a state or locality will be selected for participation in the Justice Reinvestment Initiative. Some important factors are:

- Demonstrated cooperation of leaders and a willingness to explore reform in a nonpartisan manner; and

- Demonstrated dedication to collecting and analyzing criminal justice system data and using that information as the basis for policy reforms.

Will co-applications from a state, local, and/or tribal jurisdiction be given preference?

No. While, co-applications from state, local, and/or tribal jurisdictions will not be given preference, we strongly encourage you to coordinate with relevant jurisdictions as this will facilitate collaboration in the future.

Will selected Justice Reinvestment sites be evaluated?

While there is no formal impact evaluation associated with the Justice Reinvestment Initiative at this time, The Urban Institute will be documenting the technical assistance provided to sites using JRI funds and will be requesting site-specific information on how grantees are using both the technical assistance and cash awards they receive through JRI. A formal evaluation of JRI sites may be conducted at a future date.

How can I find more information on where Justice Reinvestment work is already underway?

The Bureau of Justice Assistance provides resources to state, local, and tribal governments to plan and implement Justice Reinvestment policies and programs. Summary information on Justice Reinvestment related work can be found at the following site: <http://www.ojp.usdoj.gov/BJA/JRI>

The Pew Center on the States has also partnered with several states engaging in justice reinvestment reforms. Summary information of that work can be found at the following site: http://www.pewcenteronthestates.org/initiatives_detail.aspx?initiativeID=48884

Our technical assistance providers are working with a number of states and localities as they engage in justice reinvestment. More information can be found at the following sites:

- The Center for Effective Public Policy (CEPP) <http://www.cepp.com/index.html>
- The Council of State Governments (CSG): <http://justicereinvestment.org/states>
- The Crime and Justice Institute of the Community Resources for Justice (CJI): <http://cjinstitute.org/>
- The Vera Institute of Justice: <http://www.vera.org/centers/center-sentencing-corrections>

The Urban Institute is working with a number of communities as they pilot the justice reinvestment model at the local level. Summary information of that work can be found at the following site: <http://www.urban.org/center/jpc/justice-reinvestment/Justice-Reinvestment-Pilot-Sites.cfm>

Attachment C

TRAVIS COUNTY JUSTICE REINVESTMENT STRATEGY

Mission:

Develop a strategy to evaluate, monitor, support and enhance effective, ongoing jail population management practices & policies of key stakeholders in Travis County.

Vision:

The Travis County Jail Population -

- ☐ is reduced by implementing proactive law enforcement strategies as an alternative to arrest, consistent with public safety and justice.
- ☐ is reduced by maximizing options to divert appropriate arrestees to alternative interventions.
- ☐ consists of individuals who should truly be incarcerated and are properly charged.
- ☐ moves through the Court System efficiently, consistent with public safety and justice.
- ☐ will be effectively prepared for re-entry by assessing for needs and risks and linking them to services/programs within the jail and in the community.
- ☐ will consist of reduced numbers of repeat offenders.

Goals:

Arrest to Booking

- ☐ **Develop operating plan and budget proposal for sobriety center**

Booking to Case Disposition

- ☐ Define and implement better data collection and reporting of jail population characteristics

Release to Re-entry

- ☐ Develop & implement intake assessment & pre-release processes in jail
- ☐ Improve information & data sharing systems with key service agencies
- ☐ Strengthen follow-up & referral protocols for jailed offenders

Travis County Commissioners Court Agenda Request

Meeting Date: January 18, 2011

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

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING
REAPPOINTMENTS TO THE TRAVIS COUNTY HISTORICAL COMMISSION,
EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013:

A. VONNYE RICE GARDNER (JUDGE BISCOE);

B. H. WILLIAM BEARE, JR. (JUDGE BISCOE);

C. PATTI B. HANSEN (JUDGE BISCOE);

D. DAVID WHITE (JUDGE BISCOE);

E. JANE MANASTER (COMMISSIONER GÓMEZ); AND

F. JAMES ROBERT (BOB) WARD (COMMISSIONER GÓMEZ).

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.

--	--

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 Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name Vonnue Rice Gardner

Address _____

Home Ph _____

Email Ad _____

In which Travis County Precinct do you reside?

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ Not sure ☐ I am not a resident of Travis County

Have you ever served on a county-appointed board? ☒ Yes ☐ No

If yes, which one/s? Travis County Historical Commission

1990.

Have you ever served on a county historical commission (CHC)? ☒ Yes ☐ No

If yes, where and for how long? _____

Hours you are prepared to volunteer each month:

☒ 1-10 ☐ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Travis CHC:

Education, history and community service have been my main focus since the 1960s. I feel it is important to preserve our history by way of educational and historical preservation. Austin and Travis County are filled with rich historical data from many ethnic groups. We have many historical buildings sites, and events and it's important that the great knowledge of the past be remembered and preserved for the future. I have lived in Austin all my life. I take great pride in my community, and continue to serve through educational and historical preservation projects and organizations especially through the Travis County Historical Commission and the CHC at which I have recently been appointed.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations History and
educational Background. College Professor.

Current or former occupation/s College Professor - Austin
Community College.

Current or former employer/s Austin Community College
for the past 12 years.

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

BA

M Ed Adm.

Other experience or training that might add to the livelihood of the CHC?

Special Interests/Hobbies: History. educational Software.

Signature Vonnice Price, Gardner Date Nov. 10, 2010

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Vonnys Rice-Gardner has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 10 day of November, 2010.

Vonnys Rice-Gardner
Signature of Applicant

Nov. 10, 2010

Date

Personally appeared before the undersigned, Vonnys Rice-Gardner
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

D. Wills (Bul)

Notary Public, Travis County, Texas

My commission expires Nov 2014

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name H. William BEARE, JR

Address _____

Home Phone _____

Email Address _____

(Email and internet access is not mandatory, but highly recommended.)

In which Travis County Precinct do you reside?

☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ Not sure ☐ I am not a resident of Travis County

Have you ever served on a county-appointed board? ☒ Yes ☐ No

If yes, which one/s? CHILD WELFARE BOARD & HISTORICAL
COMMISSION

Have you ever served on a county historical commission (CHC)? ☒ Yes ☐ No

If yes, where and for how long? TRAVIS COUNTY 32 yrs

Hours you are prepared to volunteer each month:

☒ 1-10 ☐ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Travis CHC:

INTERESTED IN REAPPOINTMENT, HAVE SERVED
FOR 32 yrs

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations _____

CHILD WELFARE BOARD, TANK COUNTY HISTORICAL
COMMISSION

Current or former occupation/s _____

PROPERTY TAX CONSULTANT

Current or former employer/s SELF H. WILLIAM BEARE, JR.

& ASSOCIATES

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

B.A. IN HISTORY B.S. IN GOVERNMENT GRADUATE
STUDIES IN ED. MANAGEMENT

Other experience or training that might add to the livelihood of the CHC?

Special Interests/Hobbies: HISTORY, GENEALOGY

Signature H. William Beare **Date** 11-10-10

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

H. William BERRY, Jr. has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 10 day of November, 2010.

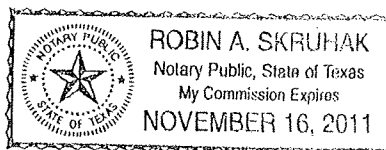
H. William BERRY, Jr.

Signature of Applicant

11-10-10

Date

Personally appeared before the undersigned, H. William BERRY, Jr.
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.



Robin A. Skruhak
Notary Public, Travis County, Texas

My commission expires 11-16-2011

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name Patti B. Hansen

Address _____

Home Ph _____

Email Ac _____

In which Travis County Precinct do you reside?

☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ Not sure ☐ I am not a resident of Travis County

Have you ever served on a county-appointed board? ☐ Yes ☒ No

If yes, which one/s? _____

Have you ever served on a county historical commission (CHC)? ☒ Yes ☐ No

If yes, where and for how long? Travis County since before 1985

Hours you are prepared to volunteer each month:

☐ 1-10 ☒ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Travis CHC:

I have been interested in historic preservation since moving to Austin in the 1970's. After obtaining my master's degree in 1980 from UT Austin, I joined the Heritage Society and Travis County Historical Commission. Over the years, I have volunteered in many ways to promote preservation, and membership in TCHC is essential in reaching the entire county.

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name David White

Address _____

Home Ph _____

Email Ad _____

In which Travis County Precinct do you reside?

☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ Not sure ☐ I am not a resident of Travis County

Have you ever served on a county-appointed board? ☒ Yes ☐ No

If yes, which one/s? TCHC

Have you ever served on a county historical commission (CHC)? ☒ Yes ☐ No

If yes, where and for how long? Travis County x 9 yrs

Hours you are prepared to volunteer each month:

☒ 1-10 ☐ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Travis CHC:

I have been a member of the Commission for
the past 9 years and in charge of marker
dedications and maintenance for the past
several years.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations

TCHC member for the past 9 years

Current or former occupation/s

Claims supervisor

Current or former employer/s

Texas Medical Liability Trust

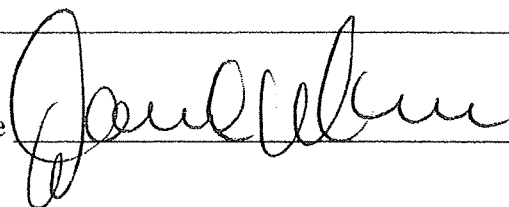
Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

BBA University of Texas

Other experience or training that might add to the livelihood of the CHC?

Special Interests/Hobbies:

Signature



Date

12/8/10

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

David White has read and understands the definition shown above as it relates to any possible conflict of interest.

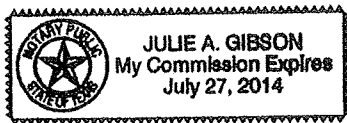
The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 3rd day of December, 2010.

[Signature]
Signature of Applicant

12/3/2010
Date

Personally appeared before the undersigned, David White
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.



[Signature]
Notary Public, Travis County, Texas

My commission expires

07/27/2014

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: January 18, 2011

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: Re-Appoint Jane Manaster to serve
on the Board of the Historical Commission

C. Approved by: Margaret J. Gómez
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

Voting Session: January 18, 2011

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: Re-Appoint James Robert (Bob) Ward
to serve on the Board of the Historical
Commission

C. Approved by: Margaret J. Gómez
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: 1/18/2011, 9:00 AM, Voting Session

Prepared By: Garry Brown, Commissioner Precinct 3 Office, 854-9386

Elected/Appointed Official/Dept. Head: Karen L. Huber, Precinct 3, Commissioner

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action on the appointment of Daniel Herman to the Emergency Services District No. 4 Board of Commissioners effective immediately through December 31, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 3 Office	Karen L. Huber	Completed	01/12/2011 8:54 AM
Commissioner Precinct 3 Office	Karen L. Huber	Completed	01/12/2011 8:55 AM
County Judge's Office	Cheryl Aker	Completed	01/12/2011 9:05 AM
Commissioners Court	Cheryl Aker	Pending	

Dear Mrs. Huber,

I respectfully submit my request to serve on the Travis County ESD #4 as a Commissioner. As a long resident of Travis County for over 20 years and working as an Austin Firefighter/EMT, I am very interested in serving. I believe my experience as an Austin Firefighter/EMT will be a benefit to our community. It is also a way of me giving back to our community that has given me and my family so much.

Thank you so much for your consideration.

Respectfully,
Daniel Leo Herman

Flint Central HS-1987
U.S. Army Active Duty AUG1987-90 and Jan91-Mar91
Attended Central Texas College while at Ft. Hood
Austin Community College
Austin Fire Department 29NOV1995-Present
(Firefighting and Emergency Medical Technician certifications)
Austin Firefighters Association VP 2007 and 2008

Volunteer with:
Faith in Action Northwest
Member of Austin Firefighters Outreach Board in 2010, presently Chairman of FF Outreach
Assistant Leader of Tiger Den 1, Pack 169 Boy Scouts of America

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, January 18, 2011
(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 December 28, 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 DECEMBER 28, 2010

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 28th day of December 2010, the Commissioners' Court convened the Voting Session at 9:12 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 Robert Resnick.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Commissioners Court retired to Executive Session at 9:55 AM.

The Commissioners Court reconvened the Voting Session at 11:24 AM.

The Commissioners Court adjourned the Voting Session at 11:26 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 11:26 AM and adjourned at 11:26 AM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 11:26 AM and adjourned at 11:27 AM.

CITIZENS COMMUNICATION

Members of the Court heard from: Geo Mastromatteo, Travis County Resident; and Gus Peña, Travis County Resident. (9:13 AM)

Clerk's Note: Citizens Communication was revisited at 9:25 AM.

Members of the Court heard from: Dr. John Kim, Travis County Resident. (9:25 AM)

CONSENT ITEMS

Motion by Commissioner Davis and seconded by Commissioner Huber to approve the following Consent Items: C1-C3 and Items 1, 2.A-C, 3, 5, 6.A&B, 8, 9, 10.A&B, 11, 12, 13, 14, 15, 16, 19, 20.A-E & 20.G-L, 22, 23, 24, 25, 27, 28, 29, 30, 31, 35.A-G, and 36. (9:18 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 DECEMBER 14, 2010.

PLANNING AND BUDGET DEPT. ITEMS

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:18 AM)

Clerk's Note: Item 1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

2. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROGRAMS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:18 AM)
 - A. UPDATE CERTIFICATE OF AUTHORITY FORM SUBMITTED TO THE TEXAS DEPARTMENT OF AGRICULTURE TO ALLOW JUVENILE PROBATION'S FOOD SERVICES MANAGER AUTHORITY TO REQUEST SCHOOL MEAL REIMBURSEMENTS UNDER THE NATIONAL SCHOOL LUNCH/BREAKFAST PROGRAM;
 - B. PERMISSION TO CONTINUE THE CASEY FAMILY PROGRAMS COMMUNITY AND FAMILY REINTEGRATION PROJECT IN HEALTH AND HUMAN SERVICES AND VETERANS SERVICE UNTIL AN AGREEMENT IS EXECUTED; AND
 - C. PERMISSION TO CONTINUE THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND USE HEALTH AND HUMAN SERVICES AND VETERANS SERVICE'S BUDGET FOR RELATED OPERATING EXPENSES UNTIL AN AGREEMENT IS EXECUTED.

Clerk's Note: Items 2.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE AUTHORIZATION OF SENIOR FINANCIAL ANALYST TO INVEST IN INVESTMENT POOLS. (9:18 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON REVISED RECOMMENDATIONS ON THE USE OF EXISTING CERTIFICATES OF OBLIGATION BALANCES. (9:30 AM)

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO).

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 4 and to approve the necessary budget adjustments to finalize these recommendations.

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

5. 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 \$470,558.23 FOR THE PERIOD OF DECEMBER 10 TO DECEMBER 16, 2010. (9:18 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS FOR HUMAN RESOURCES MANAGEMENT DEPARTMENT: (9:18 AM)
- A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND
 - B. NON-ROUTINE REQUEST FROM THE TRAVIS COUNTY JUSTICE OF PEACE PRECINCT 5 FOR A VARIANCE TO TRAVIS COUNTY CODE CHAPTER 10.03009, VOLUNTARY JOB CHANGE.

Clerk's Note: Items 6.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:33 AM)

- A. RECEIVE THE DEPENDENT AUDIT REPORT CONDUCTED BY SAGEBRUSH SOLUTIONS;
- B. DISCONTINUE THE PREREQUISITE OF A SPOUSE RESIDING WITH THE EMPLOYEE TO BE ELIGIBLE AS A DEPENDENT AND NO LONGER REQUIRE THE USE OF A VALID DRIVER'S LICENSE TO DOCUMENT A SPOUSE'S RESIDENCE IN A MARRIAGE RECOGNIZED BY STATE LAW; AND
- C. DIRECT STAFF TO IMPLEMENT ONE OF THE FOLLOWING OPTIONS:
 - 1. NOTIFY EMPLOYEES OF A 10- DAY RECONCILIATION PERIOD TO MEET ALL AUDIT REQUIREMENTS TO AVOID THEIR DEPENDENTS RETROACTIVE TERMINATION BACK TO OCTOBER 1, 2010. REMOVE ANY DEPENDENTS FOR WHICH DOCUMENTATION HAS NOT BEEN SUPPLIED EFFECTIVE OCT. 1, 2010. CLAIMS PAID AFTER OCTOBER 1, 2010 WILL BE RECOVERED BY THE FUND AND BECOME THE RESPONSIBILITY OF THE EMPLOYEE. AUTHORIZE HRMD TO HIRE A 02 STATUS TEMPORARY EMPLOYEE TO CONDUCT THE RECONCILIATION TO COMPLETE RESOLUTION OF ALL OUTSTANDING CASES; OR
 - 2. IMMEDIATELY TERMINATE DEPENDENT'S COVERAGE FOR EMPLOYEES WHO DID NOT COMPLETE OR RESPOND TO AUDIT INSTRUCTIONS EFFECTIVE OCTOBER 1, 2010. CLAIMS PAID AFTER OCTOBER 1, 2010 WILL BE RECOVERED BY THE FUND AND BECOME THE RESPONSIBILITY OF THE EMPLOYEE.

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); and Diane Blankenship; Director; HRMD.

Clerk's Note: The Court discussed setting a deadline of Friday, January 21, 2011 at 5:00 pm for Item 7.C.1.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 7.C and authorize the 02 Temporary Employee to assist with this, and to ask our Human Resources liaisons to notify everybody in their departments of the need to go ahead and do the dependent documentation. That way, we'll be sure to hit those who have not documented as required.

ITEM 7 CONTINUED

A Friendly Amendment to the previous Motion was offered by Commissioner Davis that the Court direct Staff to present a status report one week before the deadline.

Acceptance of the Friendly Amendment was made by Judge Biscoe.

A Restatement of the previous Motion was made by Judge Biscoe to set January 21, 2011 at 5:00 pm as the deadline; authorize the hiring of a temporary employee to assist with this initiative, as described by the HRMD Director.

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	no
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The Court noted that the funding for the temporary employee would be the Health Fund.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 7.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

JUSTICE AND PUBLIC SAFETY ITEMS

8. **CONSIDER AND TAKE APPROPRIATE ACTION ON RENEWAL AND AMENDMENT TWO TO THE AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES IN FISCAL YEAR 2011. (9:18 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.

PURCHASING OFFICE ITEMS

9. APPROVE CONTRACT AWARD FOR TONER CARTRIDGES-REMANUFACTURED, IFB NO. B110045RG TO THE LOW BIDDER, V-QUEST OFFICE AND MACHINE SUPPLIES. (9:18 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE CONTRACT AWARDS FOR MEDICAL AND SURGICAL SUPPLIES, IFB NO. B100273-OJ, TO THE QUALIFIED BIDDERS: (9:18 AM)

A. MOORE MEDICAL - PRIMARY; AND

B. CENTRAL TEXAS MEDICAL EQUIPMENT & SUPPLIES – SECONDARY.

Clerk's Note: Items 10.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE RENEWAL OF INTERLOCAL AGREEMENT IL060254RE, UNIVERSITY OF TEXAS AT AUSTIN, FOR WORKFORCE DEVELOPMENT. (9:18 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. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS090133RE, COMMUNITIES IN SCHOOLS, FOR YOUTH AND FAMILY ASSESSMENT CENTER SERVICES. (9:18 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07AE0311DG, PROFESSIONAL ENGINEERING SERVICES FOR SLAUGHTER LANE IMPROVEMENTS TO HANRAHAN PRITCHARD ENGINEERING. (9:18 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 10K00250LP, STR CONSTRUCTORS, FOR MILTON REIMERS RANCH PARK. (9:18 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE TWELVE MONTH EXTENSION (MODIFICATION NO. 7) TO CONTRACT NO. IL070209VR, ENVISIONS CENTRAL TEXAS, FOR REGIONAL PLANNING ACTIVITIES. (9:18 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE CONTRACT AWARD FOR PROPERTY AND BOILER/MACHINERY INSURANCE FOR TRAVIS COUNTY, RFP NO. P110034-OJ, TO THE QUALIFIED OFFEROR, KEY & PISKURAN INSURANCE AGENCY. (9:18 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 6) TO INTERLOCAL AGREEMENT IL070171RE, AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, DBA AUSTIN TRAVIS COUNTY INTEGRAL CARE, FOR MENTAL HEALTH SERVICES. (9:22 AM)

Motion by Commissioner Huber and seconded by Commissioner Davis to approve Item 17.

Motion carried: County Judge Samuel T. Biscoe	abstain
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. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS070092RE, FIRST SOUTHWEST ASSET MANAGEMENT, FOR ARBITRAGE REBATE CALCULATION SERVICES. (9:23 AM)

Motion by Judge Biscoe and seconded by Commissioner Huber to approve Item 18.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

19. APPROVE A SOLE SOURCE EXEMPTION AND CONTRACT AWARD WITH THE WEST LAW GROUP FOR ONLINE RESEARCH SERVICES, WESTPACK PRINT AND CD-ROM PRODUCTS. (9:18 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE CONTRACT AWARDS FOR TRAVIS COUNTY CRIME VICTIM'S FUND SERVICE PROVIDERS, RFS NO. S10291DW TO THE HIGHEST QUALIFIED RESPONDENTS: (9:18 AM)

- A. PS110056DW --TRAVIS COUNTY DOMESTIC VIOLENCE AND SEXUAL ASSAULT SURVIVAL CENTER D/B/A SAFEPLACE;
- B. PS110057DW --YOUTH AND FAMILY ALLIANCE D/B/A LIFEWORKS;
- C. PS110058DW - FOR THE LOVE OF CHRISTI;
- D. PS110059DW - CENTER FOR CHILD PROTECTION;
- E. PS110060DW - CASA OF TRAVIS COUNTY;

Clerk's Note: Items 20.A-E approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 20 CONTINUED

20. APPROVE CONTRACT AWARDS FOR TRAVIS COUNTY CRIME VICTIM'S FUND SERVICE PROVIDERS, RFS NO. S10291DW TO THE HIGHEST QUALIFIED RESPONDENTS: (9:23 AM)

F. PS110061DW - AUSTIN TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A AUSTIN TRAVIS COUNTY INTEGRAL CARE;

Motion by Commissioner Davis and seconded by Commissioner Huber to approve Item 20.F.

Motion carried: County Judge Samuel T. Biscoe	abstain
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

20. APPROVE CONTRACT AWARDS FOR TRAVIS COUNTY CRIME VICTIM'S FUND SERVICE PROVIDERS, RFS NO. S10291DW TO THE HIGHEST QUALIFIED RESPONDENTS: (9:18 AM)

G. PS110062DW - TEXAS RIOGRANDE LEGAL AID INC.;

H. PS110063DW - AUSTIN CHILD GUIDANCE CENTER;

I. PS110064DW - AUSTIN ACADEMY;

J. PS110065DW - VOLUNTEER LEGAL SERVICES;

K. PS110066DW - TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT;
AND

L. PS110067DW - YWCA OF GREATER AUSTIN.

Clerk's Note: Items 20.G-L approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. APPROVE INTERLOCAL AGREEMENT NO. IL110054ML, WITH AUSTIN TRAVIS COUNTY INTEGRAL CARE (ATCIC), FOR PSYCHIATRIC NURSE PRACTITIONER SERVICES. (9:24 AM)

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve Item 21.

Motion carried: County Judge Samuel T. Biscoe	abstain
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

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO USE ALTERNATIVE FISCAL FOR THE OVERLOOK ESTATES PHASE II, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER HUBER) (9:18 AM)

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT ONE: THE TRAILER MAN SUBDIVISION (FINAL PLAT – ONE LOT – 5.01 ACRES – US HIGHWAY 290 – NO FISCAL REQUIRED – WATER SERVICE TO BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION AND SEWAGE SERVICE TO BE PROVIDED BY ON-SITE SEPTIC FACILITIES – CITY OF MANOR ETJ). (COMMISSIONER DAVIS) (9:18 AM)

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

24. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF JOHN VILLANACCI TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF BOB TAYLOR TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF GINA STARR HILL TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:12 AM)

Item 26 was postponed.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF CARL JOHNSON TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 9, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF STEVE SCHEFFE TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 9, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF TRES CHILDRESS TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF JOHN JACKSON TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 30 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

31. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF TODD CRICKMER TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER)
(9:18 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF WILLIAM BRANDON TANOUS TO THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14, EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012. (COMMISSIONER HUBER) (9:12 AM)

Item 32 was postponed.

33. REAPPOINT JAREL LARSON, MARILYN SAMUELSON AND DAVID ERIKSON TO SERVE ON THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 13, EFFECTIVE IMMEDIATELY THROUGH JANUARY 1, 2013. (COMMISSIONER DAVIS) (9:12 AM)

Item 33 postponed until January 4, 2011.

34. REAPPOINT GARY JOHNSON AND CLIFF KESSLER TO SERVE ON THE BOARD OF COMMISSIONERS FOR TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 13, EFFECTIVE IMMEDIATELY THROUGH JANUARY 1, 2012. (COMMISSIONER DAVIS) (9:12 AM)

Item 34 postponed until January 4, 2011.

35. APPROVE BONDS AND BOND RENEWALS FOR THE FOLLOWING ELECTED OFFICIALS: (9:18 AM)

- A. JOHN H. LIPSCOMBE, JUDGE, COUNTY COURT AT LAW #3;
- B. BRANDY MUELLER, JUDGE, COUNTY COURT AT LAW #6;
- C. AMALIA RODRIGUEZ-MENDOZA, DISTRICT CLERK;
- D. DOLORES ORTEGA CARTER, COUNTY TREASURER;
- E. YVONNE MICHELLE WILLIAMS, JUSTICE OF THE PEACE, PRECINCT 1;
- F. GUY HERMAN, JUDGE, PROBATE COURT; AND
- G. DANA DEBEAUVOIR, COUNTY CLERK.

Clerk's Note: Items 35.A-G approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON BONDS FOR VISITING JUSTICES OF THE PEACE: BARBARA C. BEMBRY AND RICHARD E. SCOTT. (9:18 AM)

Clerk's Note: Item 36 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

Note 4 Gov't Code Ann 551.076, Security

Note 5 Gov't Code Ann 551.087, Economic Development Negotiations

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.

37. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFERS REGARDING PAYMENT FOR STAR FLIGHT SERVICES RENDERED TO DEVA HANEY AND HOLLY KLEIN. ¹ (9:13 AM)

Item 37 pulled from the Agenda.

38. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(9:55 AM) (11:24 AM)

Clerk's Note: Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Discussion only. No formal action taken.

Clerk's Note: The County Judge noted that by taking no action the closing on the property at the site of the Old Courthouse at 4th St. and Guadalupe St. will occur on Wednesday, December 29, 2010 at 9:00 am. The Court rests on the press release and statements, in Court and out, that members of the Court have previously made.

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Huber to adjourn the Voting Session. (11:26 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

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda RequestVoting Session 1/18/11
(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:

Approve setting a public hearing date for February 1, 2011, to receive comments regarding a partial plat vacation in Precinct Two: Partial Plat Vacation of the Pearson Business Center Subdivision (Short form plat – 1 Lot – 5.005 Acres – Bratton Lane - No fiscal required – 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 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

BACK UP MEMORANDUM

January 4, 2011

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: Partial Plat Vacation of the Pearson Business Center Subdivision,
Precinct Two

PROPOSED MOTION:

Consider and take appropriate action on:

Approve setting a public hearing date for February 1, 2011, to receive comments regarding a partial plat vacation in Precinct Two: Partial Plat Vacation of the Pearson Business Center Subdivision (Short form plat – 1 Lot – 5.005 Acres – Bratton Lane - No fiscal required – Water and sewage service to be provided by the City of Austin – City of Austin extra-territorial jurisdiction (ETJ)).

SUMMARY AND STAFF RECOMMENDATION:

The property owners of the Pearson Business Center Subdivision wish to vacate Lot 4 in order to return the 5.005 acres back to raw land. Three acres of the existing Lot 4 will remain unplatted and 1.802 acres will be replatted as a commercial lot with frontage on Bratton Lane. Parkland dedication or fees in lieu of dedication are not required for this vacation. The replat of the lot will be approved administratively per Title 30-2-84(B)(2).

As this application for plat vacation has been approved by the City of Austin Zoning and Platting Commission on January 4, 2011, and meets all City of Austin/Travis County Single Office standards, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

At this time, staff has not received any inquiries from adjacent property owners. As part of the process for plat vacations, a notice of public hearing sign will be placed on the subject property. Should the case manager receive any inquiries once the sign is

posted, an addendum to this memorandum will be presented to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

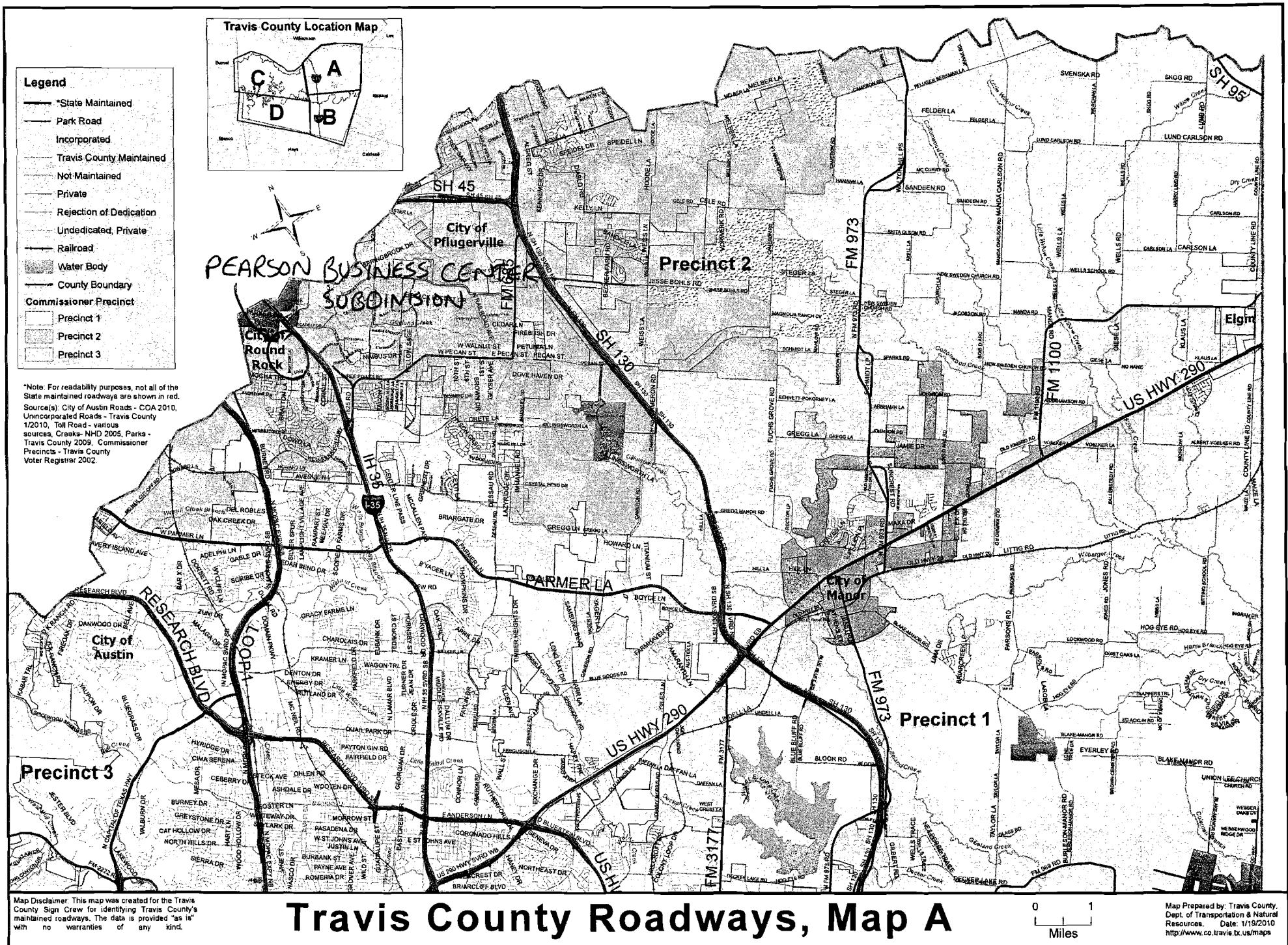
Precinct map

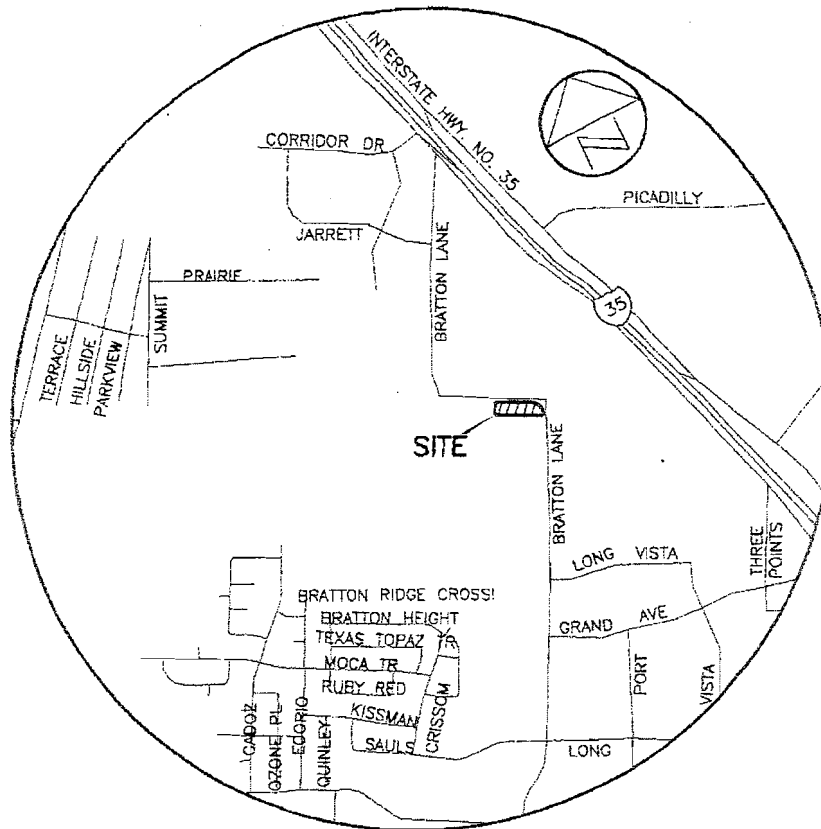
Existing Plat

Copy of Partial Plat Vacation Document

AMB: mph

1105





VICINITY MAP
NOT TO SCALE

PEARSON BUSINESS CENTER

LOT 4
5.003 ACRES

LOT 3
6.414 ACRES

LOT 2
5.685 ACRES

LOT 1
5.948 ACRES

BLOCK A

BRATTON LANE
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

25' WATER & WASTEWATER EASEMENT

WILLIAM BRATTON SURVEY NO. 103

VERACITY MAP
NOT TO SCALE

SCALE IN FEET
100 50 0 50 100

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH CAP SET
- ⊙ 3/4" IRON PIPE FOUND
- CONCRETE WALL/MENT SET
- COTTON SPINDLE FOUND
- CALCULATED POINT
- ⊙ BENCHMARK LOCATION
- PROPOSED SIDEWALK

LAND USE TABLE:

LOT 1: 5.948 AC. COMMERCIAL USE
 LOT 2: 5.685 AC. COMMERCIAL USE
 LOT 3: 5.414 AC. COMMERCIAL USE
 LOT 4: 5.003 AC. COMMERCIAL/WATER QUALITY & DETENTION
 TOTAL: 23.053 AC.

BENCHMARK LIST

BM #1: A ALUMINUM DISK IN CONCRETE STAMPED "CHAPARRAL LAND SURVEYING GEODETIC CONTROL JOHN", 1/2" - 12" WEST OF THE WEST EDGE OF PAVEMENT OF BRATTON LANE, 1/2" - 10" SOUTH OF A WASTEWATER MANHOLE, SOUTH CORNER OF SUBJECT TRACT, ELEV. = 858.89'

BM #2: A ALUMINUM DISK IN CONCRETE STAMPED "CHAPARRAL LAND SURVEYING GEODETIC CONTROL JOHN", 1/2" - 15" EAST OF THE EAST EDGE OF PAVEMENT OF BRATTON LANE AT THE MIDPOINT OF CURVE OF BRATTON LANE, EAST CORNER OF SUBJECT TRACT, ELEV. = 849.20'

VERTICAL DATUM IS NAVD 83 (DECODE '99) FROM THE TEXAS COUNTY/LOCA COOPERATIVE MARY NETWORK.

LINE TABLE

No.	BEARING	LENGTH
L6	N28°00'52"E	69.34'
L7	S17°08'29"E	79.88'
L8	S17°07'52"E	42.43'
L9	S27°49'40"W	19.04'
L10	N27°50'21"E	59.33'

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	(RECORD CHORD)
C1	89°42'34"	146.19'	145.45'	228.89'	206.22'	S17°05'07"E	(S17°33'54"E 208.20')

YOUNG & ASSOCIATES, LTD.
7.0 AC.
(12705/583)

NELSON MERRILL SURVEY NO. 70

PEARSON BUSINESS CENTER

CHAPARRAL
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Marchessault Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
351-003
DRAWING NO.:
351-003-PL-1
PLOT DATE:
08/28/07
PLOT SCALE:
1" = 100'
DRAWN BY:
RDM
SHEET
1 OF 2

EXHIBIT A

PARTIAL VACATION OF "PEARSON BUSINESS CENTER"

THE STATE OF TEXAS

COUNTY OF Travis

WHEREAS, FPA Bratton Associates, L.P., owner (Lots 1-4, Block A, Pearson Business Center Doc. No. 200800003), did heretofore subdivide the same into the subdivision designated Pearson Business Center, the plat of which is recorded in document number 200800003 of the Travis County, Texas Plat Records, and

WHEREAS, the following lots in said subdivision are now owned by the parties indicated, to wit:

<u>LOTS</u>	<u>OWNER</u>
4	FPA Bratton Associates, L.P.
1-4	Mitchel Wong Grantor Retained Annuity Trust
1-4	Rose T. Wong Grantor Retained Annuity Trust

WHEREAS, FPA Bratton Associates, L.P., Mitchel Wong Grantor Retained Annuity Trust and Rose T. Wong Grantor Retained Annuity Trust, who collectively constitute the owners of all original, intact lots in Pearson business Center are desirous of partially vacating said subdivision plat so as to destroy the force and effect of the recording of such subdivision plat insofar and only insofar as the same pertains to Lot 4, Block A only.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That FPA Bratton Associates, L.P., Mitchel Wong Grantor Retained Annuity Trust and Rose T. Wong Grantor Retained Annuity Trust, for and in consideration of the premises and pursuant to the provisions of Chapter 212.013 of the Local Government Code, does hereby vacate Lot 4, Block A only. Said subdivision shall, however, remain in full force and effect as to all other lots in Pearson Business Center.

EXECUTED THE DAYS HEREAFTER NOTED.

DATE

OWNER'S SIGNATURE

FPA Bratton Associates, L.P., a Texas limited partnership
By: GF Bratton, LLC, a Texas limited liability company, its general partner

6-14-10

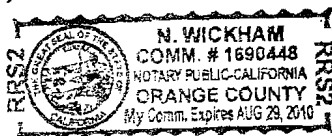
By: Michael B. Earl
Michael B. Earl, Manager

THE STATE OF CALIFORNIA
COUNTY OF ORANGE

On this 14 day of June, 2010 before me, N. Wickham, notary public, personally appeared Michael B. Earl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



SEAL

N. Wickham

Printed name: N. Wickham
Notary Public in and for the State of California

DATE

OWNER'S SIGNATURE

6/1/10

Mitchel Wong

Mitchel Wong, Trustee of the Mitchel Wong Grantor Retained Annuity Trust
and Trustee of the Rose T. Wong Grantor Retained Annuity Trust

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mitchel Wong known to be the person whose name is subscribed to the foregoing instrument as Trustee of the Mitchel Wong Grantor Retained Annuity Trust and Trustee of the Rose T. Wong Grantor Retained Annuity Trust, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 7th DAY OF June, 2010.

COMPASS PROPERTIES
1008 E. 40th ST., STE. 10
AUSTIN, TX 78751

Mitchel Wong
Printed name: Mitchel Wong
Notary Public in and for the State of
Texas

My commission expires:



APPROVAL OF PARTIAL PLAT VACATION

BE IT KNOWN, that on the _____ day of _____, 20____, the Zoning and Platting Commission of the City of Austin, at its regular meeting, did approve the partial vacation of the subdivision known as Pearson Business Center, as recorded in Doc. # 200800003, Travis County Plat Records, upon application therefore by all of the owners of all of the lots in said subdivision.

EXECUTED, this _____ day of _____, 20____.

Betty Baker, Chairperson
Zoning and Platting Commission
City of Austin
Travis County, Texas

ATTEST:

Teresa Rabago, Executive Secretary
Zoning and Platting Commission of the City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Betty Baker known to be the person whose name is subscribed to the foregoing instrument as Chairperson of the Zoning and Platting Commission of the City of Austin, Texas, a municipal corporation, and she/he acknowledged to me that she/he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

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

SEAL

Printed name: _____
Notary Public in and for the State of
Texas

My commission expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

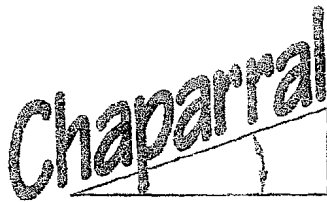
On _____, 20____, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as Pearson Business Center, as recorded in Doc. # 200800003, Travis County Plat Records.

EXECUTED, this _____ day of _____, 20_____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

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



**Professional Land Surveying, Inc.
Surveying and Mapping**

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

3500 McCall Lane
Austin, Texas 78744

**PEARSON BUSINESS CENTER
LOT 4, BLOCK A
PERIMETER DESCRIPTION**

A DESCRIPTION OF 5.005 ACRES IN THE WILLIAM BRATTON SURVEY NO. 103, TRAVIS COUNTY, TEXAS, BEING ALL OF LOT 4, BLOCK A, PEARSON BUSINESS CENTER, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800003 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS; SAID 5.005 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found in the south right-of-way line of Bratton Lane (right-of-way width varies) for the northwest corner of said Lot 4, and also being in the north line of an 80.533 acre tract described in Document No. 2006024340 of the Official Public Records of Travis County, Texas;

THENCE with the south and west right-of-way lines of Bratton Lane, also being the north and east lines of said Lot 4, the following three (3) courses and distances:

1. South 61°52'06" East, a distance of 709.70 feet to a 1/2" rebar with Chaparral cap found;
2. With a curve to the right, an arc distance of 228.89 feet, having a radius of 146.19 feet, a delta angle of 89°42'34" and a chord which bears South 17°05'07" East, a distance of 206.22 feet to a 1/2" rebar found;
3. South 27°49'40" West, a distance of 8.49 feet to a 1/2" rebar with Chaparral cap found for a south corner of said Lot 4, being the northeast corner of Lot 3, said Pearson Business Center subdivision;

THENCE North 62°08'29" West, with a southwest line of said Lot 4, being the north line of said Lot 3, a distance of 535.69 feet to a 1/2" rebar with Chaparral cap found for an angle point in a southwest line of said Lot 4, being the northwest corner of said Lot 3;

THENCE South 28°00'52" West, with the southeast line of said Lot 4, being also the northwest line of said Lot 3, a distance of 279.23 feet to a 1/2" rebar with Chaparral cap found for a south corner of said Lot 4;

THENCE North 61°59'08" West, with a southwest line of said Lot 4, crossing the 80.533 acre tract, a distance of 320.12 feet to a 1/2" rebar with Chaparral cap found for the west corner of said Lot 4;

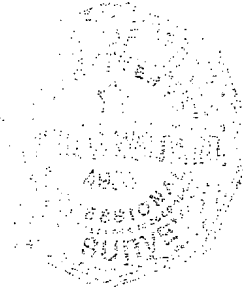
THENCE North 28°00'52" East, continuing across the 80.533 acre tract, with the

Page 2

northwest line of said Lot 4, a distance of 436.20 feet to the **POINT OF BEGINNING**, containing 5.005 acres of land, more or less.

Surveyed on the ground December 18, 2009. Attachments: Survey Drawing No. 351-002-VAC. Bearing basis is Grid Azimuth for the Texas Central Zone, 1983/93 HARN from LCRA survey network.

Robert C. Watts, Jr. 3-29-10
Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

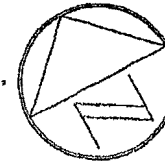


SKETCH TO ACCOMPANY A DESCRIPTION OF 5.005 ACRES IN THE WILLIAM BRATTON SURVEY NO. 103, TRAVIS COUNTY, TEXAS, BEING ALL OF LOT 4, BLOCK A, PEARSON BUSINESS CENTER, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800003 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS.

BRATTON LANE
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

S61°52'06"E 709.70'
(S59°44'58"E)

1"=100'

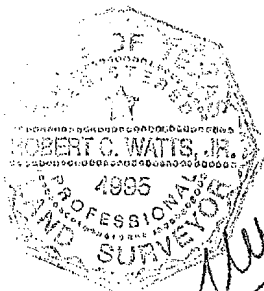


P.O.B.

N28°00'52"E 436.20'

5.005 AC. ACRES
APPROX. 218,011 SQ. FT.

LOT 4, BLOCK A
PEARSON BUSINESS CENTER
(200800003)



CH

N61°59'08"W 320.12'

FPA BRATTON ASSOCIATES, L.P.
(REMAINDER OF 80.533 ACRES)
(2006024340)

CH

S28°00'52"W 279.23'

CH

N62°08'29"W 535.69'

LOT 3, BLOCK A
PEARSON BUSINESS CENTER
(200800003)

LEGEND

- 1/2" REBAR FOUND
- CH ● 1/2" REBAR W/ CHAPARRAL CAP FOUND
- CONCRETE MONUMENT FOUND

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	89°42'34"	146.19'	145.45'	228.89'	206.22'	S17°05'07"E

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL
ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL
NETWORK.

DATE OF SURVEY: 12/18/09
PLOT DATE: 03/29/10
DRAWING NO.: 351-002-VAC
PROJECT NO.: 351-002
DRAWN BY: RCW/JDB

BRATTON LANE
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

S27°49'40"W
8.49'

C1

CH

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

2

Voting Session Tuesday, January 18, 2011
(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 Northwest Travis County
Road District No. 3 Minutes for the:**

Voting Session of December 28, 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 subsequent meeting.

MINUTES OF MEETING – DECEMBER 28, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 28th day of December, 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 11:26 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 Robert Resnick.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 11:26 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:26 AM)

Motion by Judge Biscoe and seconded by Commissioner Huber that the investments be made.

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

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (11:26 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

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session January 18, 2011 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on a Texas Neighborhood Stabilization Program contract Amendment No. 2.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY
HOUSING FINANCE CORPORATION



AGENDA MEMO

To: TCHFC Board of Directors
From: Miguel Gonzalez, Sr. Financial Analyst
Date: January 12, 2011
Re: Consider and possible action on an invoice from Kroll Factual Data.

Requested Action

Authorize Board President to execute NSP Amendment No. 2.

Background

Our previous contract end date was November 30, 2010; if approved this amendment No. 2 will extend our contract end date to March 31, 2011.

No new transactions will be conducted under the NSP contract amendment; however the amendment is necessary to allow the Corporation and the Texas Department of Housing and Community Affairs to continue to work on contract close out and reimbursements.

Recommendation

Staff and legal counsel has reviewed the amendment and recommend approval and execution.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Director
Harvey Davis, Manager



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS
C. Kent Conine, *Chair*
Gloria Ray, *Vice Chair*
Leslie Bingham Escareño
Tomas Cardenas, P.E.
Tom H. Gann
Juan S. Muñoz, Ph.D.

January 10, 2011

Mr. Miguel Gonzalez,
Sr. Financial Analyst
Travis County Housing Finance Corporation
314 W. 14th Street, Room 540
Austin, TX 78701

Re: Texas Neighborhood Stabilization Program
Contract # 77090000157

Dear Mr. Gonzalez:

For your review and execution, attached are two copies of your Texas Neighborhood Stabilization Program contract Amendment No. 2. Please take careful note Exhibit C – Timeline. These section has been tailored to match your proposed project.

When you have completed your review, please execute both copies of the contract amendment no. 2 and return both of them before January 21, 2011. We will execute both copies and return one to you for your records.

Please feel free to contact us if you should have any questions, or require further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Marie Esparza".

Marie Esparza
NSP Program Specialist
TDHCA

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

TEXAS NEIGHBORHOOD STABILIZATION PROGRAM

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

AMENDMENT NO. 2

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, hereinafter referred to as "Department", and the Travis County Housing Finance Corporation, hereinafter referred to as "Contractor", collectively hereinafter referred to as "Parties", do hereby contract and agree to amend their original contract, as initially executed by the Housing Operations Director of the Department effective September 1, 2009 through November 30, 2010, for the performance of community development activities.

Section 2.

The Parties hereto agree to amend the contract identified in Section 1 above so that Exhibit C, PROJECT IMPLEMENTATION SCHEDULE, is replaced in its entirety with the PROJECT IMPLEMENTATION SCHEDULE attached to this amendment, hereinafter referred to as Exhibit C. Exhibit C consists of one (1) page.

Section 3.

The Parties hereto agree that this amendment shall become effective on December 13, 2010.

Section 4.

As amended hereby, the terms of the original contract identified in Section 1, shall continue in full force and effect, and the Contractor hereby acknowledges and reaffirms its liability to the Department thereunder. In the event of an inconsistency between this Amendment and the terms of the contract, this Amendment shall govern.

Section 5.

The Parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 6.

By the signing of this amendment, the Parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE December 13, 2010

Samuel T. Biscoe, President
Travis County Housing Finance Corporation

Approved and accepted on behalf of the Texas Department of Housing and Community Affairs.

Michael Gerber, Executive Director
Texas Department of Housing and Community Affairs

This contract amendment is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs, or his/her authorized designee.

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
TEXAS NSP CONTRACT NO. 77090000157
Travis County Housing Finance Corporation
AMENDMENT NO. 2

Eligible Use A:

Permanent Financing/Homebuyer Assistance	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Amend
MILESTONES AND THRESHOLDS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Mar
3-Month Milestone																
General Environmental Clearance			X													
6-Month Milestone																
Acquisition 100% Obligated						X										
Site-specific Environmental Clearance						X										
Environmental Clearance (if not tiering)						X										
Addresses (activities) set-up in System						X										
9-Month Milestone																
All contract funds 100% Obligated									X							
9-Month Threshold																
Contract 30% Expended									X							
15-Month Threshold																
Contract 100% Expended (less reserved administration)															X	X

CONTRACT START DATE
 September 1, 2009

CONTRACT END DATE
 March 31, 2011