



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session
Prepared By: Debbie Ties, Fire Marshal's Office, 854-6472
Elected/Appointed Official/Dept. Head: Hershel Lee, Fire Marshal
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on an order concerning outdoor
buring in the unincorporated areas of Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

No financial impact.

REQUIRED AUTHORIZATIONS:

Fire Marshal's Office	Hershel Lee	Completed	05/04/2011 7:49 AM
Emergency Services	Danny Hobby	Completed	05/04/2011 9:08 AM
County Judge's Office	Cheryl Aker	Completed	05/04/2011 10:24 AM
Commissioners Court	Cheryl Aker	Pending	

COUNTY OF TRAVIS §

§

STATE OF TEXAS §

**ORDER LIFTING
OUTDOOR BURNING BAN**

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

WHEREAS, Section 352.081 of the Local Government Code further provides that an order prohibiting outdoor burning shall expire on the date that a determination is made by the commissioners court that the circumstances which necessitated the order no longer exist; and,

WHEREAS, on May 3, 2011, the Travis County Commissioners Court made a finding that circumstances present in the unincorporated area of Travis County created a public safety hazard that would be exacerbated by outdoor burning and approved an Order Prohibiting Outdoor Burning in the unincorporated area of Travis County; and,

WHEREAS, the Travis County Commissioners Court has determined that conditions in the unincorporated area of Travis County have improved as a result of recent rainfall and that the circumstances which necessitated the Order Prohibiting Outdoor Burning no longer exist;

NOW, THEREFORE, the Travis County Commissioners Court hereby LIFTS its Order of May 3, 2011, Prohibiting Outdoor Burning in the unincorporated areas of Travis County. Although conditions in the unincorporated area of Travis County have improved, the Commissioners Court urge all persons to use extreme caution and to obey all laws when burning outdoors.

ORDERED THIS 10th DAY OF MAY, 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, {MeetType}

Prepared By: David Salazar, Health and Human Services and Veterans Service, 854-4107

Elected/Appointed Official/Dept. Head: Sherri Fleming, County Executive

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Receive Update from Travis County 4-H and Texas AgriLife Travis County Regarding Keys to the Courthouse Curriculum.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Texas AgriLife Travis County has been working with children from three schools covering the Key to a Courthouse Curriculum. Part of the instruction includes a visit to the seat of local County Government, the Commissioners Court, where students can observe and communicate with the Court about what they have learned regarding county government and provide them the opportunity to meet their local representatives bringing the learning process full circle.

ISSUE AND OPPORTUNITES:

Since Cory Talley and Travis County 4-H, along with two of the 4-H CAPITAL AmeriCorps Members, have worked with youth at Harris, Pecan Springs and Winn Elementary Schools, students have been provided a unique opportunity to develop a positive familiarization with the responsibilities and structure of county government through "Keys to the Courthouse", Curriculum Enrichment for Young Texans. The aim of the program is to teach youth about their county form of government and how it functions, as well as to involve them as a part of that function. This curriculum features 5 lessons with classroom and research activities and includes detailed instruction for teachers to incorporate into their lesson planning.

FISCAL IMPACT AND SOURCE OF FUNDING:

This item will not affect the County Budget.

REQUIRED AUTHORIZATIONS:

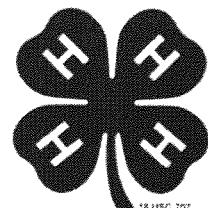
Health and Human Services and Veterans Service	05/03/2011 11:17 AM	David Salazar	Completed
Health and Human Services and Veterans Service	05/03/2011 11:11 AM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Improving Lives. Improving Texas.

**“Keys to the Courthouse”
A Curriculum Enrichment Program for Youth
2011 Program Plan Guide
and Resources for Implementation**

**Contact: Toby L. Lepley
Phone: 979/845-1212
Email: tlepley@ag.tamu.edu**



TEXAS SYSTEM INPUT

Outcome Plan Template:

“Keys to the Courthouse”

Plan originator: County Extension Agent

Plan Title: Keys to the Courthouse – XXXXXX County

Program Area Category: 4-H & Youth >> Goal 1: Active Citizenship, Civic Engagement, and Betterment of Community >> Keys to the Courthouse

Issue Source: Trend, Specialists/RPD, Emerging Issue

Description: The “Keys to the Courthouse: A Curriculum Enrichment Program for Youth,” is a 124 page leadership-oriented publication on county government produced through a partnership between the Texas Association of Counties, the County Judges and Commissioners Association of Texas and the VG Young Institute. The program features five lessons with associated age-appropriate (7th and 12th grade) classroom and research activities. Each lesson includes information compatible with the Texas Essential Knowledge and Skills. Included in the curriculum is a DVD which includes videos on the roles of primary offices in the courthouse as well as a poster of the Texas counties for displaying in the classroom.

The specific objectives of the Keys to the Courthouse are:

- Identify the functions of county government.
- Understand mandates set forth by state and federal government that county government must adhere to.
- Understand the auxiliary services provided by county governments.
- Understand how to access county services provided.
- Identify the limits of county law enforcement.
- Understanding the participant’s part in keeping their county safe.
- Understand the importance of the election process.
- Explore the process of becoming a candidate for county office.
- Identify the sources of income for county government.

Target Audience: Youth >> 7th and 12th Grade Youth

Start and End Dates: CEA develops

Program Goal: The goal of implementing “Keys to the Courthouse: A Curriculum Enrichment Program for Youth” is to give youth an opportunity to learn more about their county government and the services it provides to the citizens. The knowledge gained through this curriculum experience will empower today’s youth to better use county government services when they are adults..

Clientele Change: Behavior Change/Adoption of Best Practice or Technology Knowledge

Note: If Behavior is selected as the Ultimate Client Change, then knowledge may be selected as an Intermediate Client Change.

Objective Indicators:

Knowledge Indicators: As a result of participating in the “Keys to the Courthouse: A Curriculum Enrichment Program for Youth”, participant’s understanding of the following will have increased:

- Understanding of the role and function of County Government.
- Understanding of the state and federal mandates required of county government.
- Knowledge about auxiliary services provided by county governments.
- Knowledge about accessing services provided by county government.
- Understanding of the limits of county law enforcement.
- Knowledge of the election process on the county level.
- Knowledge of the income base for county government.

Behavior Indicators: As a result of participating in the “Keys to the Courthouse: A Curriculum Enrichment Program for Youth” and based on what was learned, participants will:

- Have a better appreciation for helping keep their county safe.
- Have a desire to become more involved in their county government by exploring the process for becoming a candidate for county office in their future.
- Be more of an influence to others in educating them on the roles of county government.
- Be more of an advocate on issues affecting county government and the county citizens.

Percent Time: CEA develops

Volunteers Involved: Yes

Collaborators: CEA develops

Planned Tasks

Task #1 – Marketing / Promotion (School Administrators and Teachers)

Group: School Administrators (Curriculum Directors) and 7th & 12th Grade History/Civic Teachers

Planning Group Type: Completed by the CEA

Nature of Meeting: Marketing / Interpretation

Attended # of attendees: Completed by the CEA

Notes / Comments: Extension agent will host, or conduct, an educational marketing event inviting school administrators and teachers to review and learn about the new Keys to the Courthouse curriculum. This marketing event can/should include all 4-H curriculums offered for the year through Texas AgriLife Extension Service. Information on how to order curriculum, support/resources for Extension, and the required reporting of participants should be covered during the marketing event.

Task #2 – Marketing / Promotion (County Commissioner Courts/Elected Officials)

Event Title: Keys to the Courthouse County Official Awareness Event

Type of Promotion: Completed by the CEA

Educational Method: Group

Notes / Comments: Using copies of the Keys to the Courthouse Curriculum, the county Extension staff will introduce the curriculum to the County Commissioner Courts. This event should thank them for their support of county government education to their professional associations that help fund the development of the curriculum. Additionally, county officials should know that as elected officials the curriculum can be used by them as they discuss their roles and responsibilities to other adult audiences.

Task #3 – Marketing / Promotion (External Audiences)

Event Title: County Government Month (April)

Type of Promotion: Completed by the CEA

Educational Method: Group

Notes / Comments: Working with their County Commissioner Courts, 4-H clubs/members, and schools the Extension Agent will develop a County Government Awareness event that highlights the role of county government in their county. Examples of events that could be conducted during the month include but are not limited to:

- Courthouse Open House.
 - Elected Official Forums where officials provide an overview of their office and role.
 - News release highlighting the roles of elected officials.
 - Opportunity for youth to shadow an elected official for a day.
 - County Government Awareness Fair where youth activities are educational opportunities to learn about county government.
 - Work with schools to coordinate opportunity for elected official to visit with 12th grade civic students on the importance of being active and registering to vote.
 - Host a voter sign-up drive.
-

Task #4 – Educational Methods

Event Title: Keys to the Courthouse ~ A Curriculum Enrichment Program for Youth: Framework and Function of County Government

Educational Method: Group

Group Method Type: In-person

Attended # of attendees: Completed by the CEA

Notes / Comments: Youth will participate in the Framework and Function of County Government lesson, learning about four functions of county government, and understanding the role of county government in enforcing state and national laws and mandates.

This task may be duplicated as needed, depending upon the timeline established for program implementation.

Task #5 – Educational Methods

Event Title: Keys to the Courthouse ~ A Curriculum Enrichment Program for Youth: Primary Services Offered by County Government.

Educational Method: Group

Group Method Type: In-person

Attended # of attendees: Completed by the CEA

Notes / Comments: Youth will participate in the Primary Services Offered by County Government lesson, learning about the auxiliary services provided by county governments, as well as understanding how to access these services to enhance their lives and communities.

This task may be duplicated as needed, depending upon the timeline established for program implementation.

Task #6 – Educational Methods

Event Title: Keys to the Courthouse ~ A Curriculum Enrichment Program for Youth: Judiciary Process at the County Level.

Educational Method: Group

Group Method Type: In-person

Attended # of attendees: Completed by the CEA

Notes / Comments: Youth will participate in the Judiciary Process at the County Level lesson, learning how to identify the limits of county law enforcement and understanding their part in keeping their county safe.

This task may be duplicated as needed, depending upon the timeline established for program implementation.

Task #7 – Educational Methods

Event Title: Keys to the Courthouse ~ A Curriculum Enrichment Program for Youth: Elections and Voting.

Educational Method: Group

Group Method Type: In-person

Attended # of attendees: Completed by the CEA

Notes / Comments: Youth will participate in the Election and Voting lesson, gaining an understanding of the importance of the election process, how to register to vote in county elections, and explore the process of becoming a candidate for county office.

This task may be duplicated as needed, depending upon the timeline established for program implementation.

Task #8 – Educational Methods

Event Title: Keys to the Courthouse ~ A Curriculum Enrichment Program for Youth: Financing County Government.

Educational Method: Group

Group Method Type: In-person

Attended # of attendees: Completed by the CEA

Notes / Comments: Youth will participate in the Financing County Government lesson, learning about the identification of sources of income for county government and practice the allocation of funds for the different functions of county government.

This task may be duplicated as needed, depending upon the timeline established for program implementation.

Task #9 – Evaluation

Event Title: Evaluation of Keys to the Courthouse

Evaluation Strategy: Retrospective Post

Data Collection Strategy: In Person Survey

Sampling Methodology: Census (all participants)

Will economic data be sought? Yes, if possible

Notes / Comments: An evaluation instrument has been developed for use. The evaluation instrument will be completed by participants of all the county's "Keys to the Courthouse" efforts and measures each individual's level of understanding and behavior changes as a result of participation in the curriculum.

Task #10 – Interpretation

Event Title: Interpret to Stakeholders

Type of Interpretation Event: Completed by the CEA

Notes / Comments: After youth throughout county schools/groups have participated in the Keys to the Courthouse curriculum and all evaluations have been processed, the agent should develop an interpretation piece which can be shared with County Commissioners Court.

PROGRAM RESOURCES

Information Related to Resources for Educational Methods

Printed Resources

- Keys to the Courthouse: A Curriculum Enrichment Program for Youth
 - Available from the Texas AgriLife Extension Service Bookstore at:
<https://agrilifebookstore.org/>
 - Curriculum includes:
 - Printed/spiral bound curriculum book
 - Fold out wall map of Texas counties
 - DVD featuring videos of county services as well as curriculum handouts and lessons.

Web Based Resources

- Texas Counties 4U (www.texascounties4u.org)
 - Includes links to county websites
 - Videos about county services and county government
 - Resources and data for the state and counties
- National Association of Counties (www.naco.org)
 - Information to County Government Month
- V.G. Young Institute of County Government
 - Resources for County Elected Officials provided by Texas AgriLife Extension Service.
 - Overview publications of each county official.

KEYS TO THE COURTHOUSE EVALUATION

Available in scannable format at: <http://od.tamu.edu>

LEVEL OF UNDERSTANDING

For each of the topics listed below, in the LEFT column, circle the ONE number that best reflects your LEVEL OF UNDERSTANDING before participating in Keys to the Courthouse. Then, in the RIGHT column, circle the ONE number that best reflects your LEVEL OF UNDERSTANDING after participating in Keys to the Courthouse.

	Poor 1	Average 2	Good 3	Excellent 4	
Level of Understanding	BEFORE the Program				AFTER the Program
My understanding of the role and function of county government	1	2	3	4	1 2 3 4
My understanding state and federal mandates required of county government.	1	2	3	4	1 2 3 4
My knowledge about auxiliary services provided by county governments.	1	2	3	4	1 2 3 4
My knowledge about accessing services provided by county government.	1	2	3	4	1 2 3 4
My understanding of the limits of county law enforcement.	1	2	3	4	1 2 3 4
My knowledge of the election process on the county level.	1	2	3	4	1 2 3 4
My knowledge of the income base for county government and how it is funded.	1	2	3	4	1 2 3 4

BEHAVIOR CHANGES

For the following behaviors, check the box that describes you *as a result of* participating in Keys to the Courthouse.

Behavior Change	Yes	No	Unsure
I have a better appreciation for helping keep my county safe.			
I have a desire to become more involved in my county government.			
I have become, or will become, a stronger influence to others in educating them on the roles of county government.			
I have become, or will become, a stronger advocate on issues affecting my county and the citizens of the county.			

What is the most significant thing you have applied because of Keys to the Courthouse (feel free to list more than one)?

Do you feel like what you learned provides you the ability to make better leadership decisions?
(Circle the best answer) YES NO

- Please explain your answer or provide an example.

Demographic Information

Gender: ☐ Female ☐ Male Hispanic Ethnicity: ☐ Yes ☐ No

Race: ☐ African American ☐ Asian American ☐ Native American ☐ White ☐ Other

Age: ☐ 10 or younger ☐ 11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐ 16 ☐ 17 ☐ 18 or older

Place of Residence: ☐ Farm ☐ Town Under 10,000 ☐ Town/City 10,000-50,000
☐ Suburb of city more than 50,000 ☐ Central City/Urban more than 50,000

Please provide any additional information on the back.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Edith Moreida, Commissioner Precinct 4 Office, 854-9444

Elected/Appointed Official/Dept. Head: Margaret J. Gómez, Precinct 4, Commissioner

Sponsors: Commissioner Gómez

AGENDA LANGUAGE:

Approve Resolution Supporting the 5th Street Mexican American Heritage Corridor in Austin, Texas.

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 4 Office	Margaret J. Gómez	Completed	05/03/2011 7:20 AM
Commissioner Precinct 4 Office	Margaret J. Gómez	Completed	05/03/2011 7:20 AM
County Judge's Office	Cheryl Aker	Completed	05/04/2011 10:28 AM
Commissioners Court	Cheryl Aker	Pending	

Travis County Commissioners Court



Resolution

- Whereas,** the City of Austin in partnership with Mexic-Arte Museum is planning to develop the 5TH Street Mexican American Cultural Heritage Corridor; and,
- Whereas,** this is an ideal project that will have a major impact on Austin and Travis County to enhance the quality of life, increase creative activity, create a sense of place and stimulate the local economy; and,
- Whereas,** the 5TH Street Mexican American Cultural Heritage Corridor will interconnect and enhance the downtown's network of public parks and streets; celebrate the distinct history, culture and identity of the place; introduce public art; and reinforce an authentic sense of place; and,
- Whereas,** the corridor will run from Republic Park (West 5th) to Saltillo Plaza (East 5th) with Mexic-Arte Museum as the central anchor between the two points; and,
- Whereas ,** the people of Mexican descent have been a part of the building of Austin and Texas since its founding in 1836; and,
- Whereas,** past studies provide evidence that the first Mexican and Mexican American community settled in what today is known as "downtown" Austin along the 5th Street Corridor and adjacent spaces contributing to city's development starting around 1870; and,
- Whereas,** the area with 5th Street to the north, the Colorado River to the south, Shoal Creek to the west and Congress Avenue to the east became the area of many important sites for the Mexican American communities including Republic Square, Nuestra Senora de Guadalupe Catholic Church (1907); the first public Mexican School (1916); the Parochial School of Our Lady of Guadalupe (1918); and,
- Whereas,** along 5th Street other important sites for the Mexican American community include:
- The Philip's Building dance hall hosted famous Mexican musicians.
 - Another original park, Brush Square on 5th St, houses three Museums related to events of importance in Mexican American history: the O. Henry Museum; Joseph and Susanna Dickinson Hannig Museum and the Austin Fire Museum.
 - Mexic-Arte Museum moved to 5th and Congress in 1988.
 - Roy and Matt Velaquez Plaza at the Medina Street Pocket Park pays tributes to Austin musicians from the 1940s.
 - Plaza Saltillo, on the corner of Comal and 5th was inaugurated in 1999 by a visiting delegation from our Sister City of Saltillo, Mexico; and,

- Whereas,** the development of the 5th Street Corridor will bring the street to life through History and community engagement; and,
- Whereas,** the original Travis County Court House was located across Republic Plaza on 4th Street; and is the future site of the new Travis County Court House is slated for the block south of Republic Square Park; and,
- Whereas,** Travis County has held Cinco de Mayo Celebrations in Downtown Austin at Wooldridge Square since 1986 and a joint City/County celebration since 1995 , recognizing the contributions of the Mexican American people in Austin.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, SUPPORT THE 5TH STREET MEXICAN AMERICAN HERITAGE CORRIDOR AND MEXIC-ARTE MUSEUM AND THE CITY OF AUSTIN IN THE EFFORT TO PLAN AND REALIZE THIS PROJECT IN ALL ASPECTS THAT WILL RECOGNIZE PAST CONTRIBUTIONS OF THE MEXICAN AMERICAN COMMUNITY, ENHANCE THE PRESENT AND BUILD A BETTER FUTURE FOR OUR CITY.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 10th DAY OF MAY 2011.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

KAREN HUBER
County Commissioner, Pct. 3

SARAH ECKHARDT
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Rose Farmer, Transportation and Natural Resources, 854-9383

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action on a request to approve a Balcones Canyonlands Conservation Plan (BCCP) 15th Anniversary Proclamation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

There is a 15th year Anniversary Celebration scheduled for May 13, 2011 to celebrate the accomplishments of the BCCP and to thank those that helped make this program a success from the start of the planning process to the present. The BCCP was a collaborative community effort that has allowed for the successful balance of economic development in Western Travis County along with the protection of endangered species habitat. By approving this Proclamation on the May 10 Agenda, the Proclamation can then be read as part of this BCCP Celebration.

STAFF RECOMMENDATIONS:

Staff recommends approving this Proclamation.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Jon White	Completed	04/28/2011 11:23 AM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/28/2011 11:31 AM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/28/2011 12:09 PM
Transportation and Natural Resources	Steven Manilla	Completed	04/28/2011 2:02 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 8:22 AM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Travis County Commissioners Court



Resolution

Whereas, from 1988 through 1996, a collaboration of concerned citizens, business leaders, landowners, developers, environmental groups, scientists and the U.S. Fish and Wildlife Service (USFWS) worked together to create a habitat conservation plan for the Austin Area.

Whereas, a 30 year regional 10(a)1(B) permit for the Balcones Canyonlands Conservation Plan (BCCP) was issued to the City of Austin and Travis County on May 2, 1996.

Whereas, the Permit allowed for a balance of the economic development of Western Travis County along with the protection of endangered species habitat.

Whereas, the Permit provided a streamlined alternative to the normal USFWS consultation and determination process by creating a streamlined way for them to mitigate for habitat loss using the BCCP permit process, with relief for developers and landowners to deal with their endangered species issues for 8 endangered species and 27 species of concern.

Whereas, in return, the City of Austin and Travis County agreed to create the Balcones Canyonlands Preserve, a series of individual preserve tracts in western Travis County, to serve as the mitigation for the loss of developed habitat, by protecting a minimum of 30,428 acres of endangered songbird habitat plus 62 caves for these endangered and rare species.

Whereas, the permit was issued to the City of Austin and Travis County, but its success is a multi-agency effort with BCP acreage managed by the City of Austin, Travis County, Lower Colorado River Authority, Travis Audubon Society, The Nature Conservancy of Texas, St. Edwards University, Concordia University, Texas Cave Management Association, and numerous private land owners.

Whereas, the Balcones Canyonlands Preserve system not only provides habitat and protection for the endangered species, but also provides important air quality, water quality, and open space benefits to communities in Central Texas.

Whereas, as of April 2011, the City of Austin and Travis County have acquired 29,160 acres of the minimum 30,428 acres (approximately 95.8%) required for the benefit the golden-cheeked warbler and black-capped vireo, and 45 of the 62 karst features listed in the BCCP have some form of protection.

Whereas, the BCCP's balance of economic as well as habitat benefits has continued to garner the support of landowners, developers, environmental groups, scientists, and the local business community, as well as local, state and federal agencies.

Whereas, May 2011 marks the 15th anniversary of the Balcones Canyonlands Conservation Plan.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY SUPPORT THIS CELEBRATION SCHEDULED FOR MAY 13, 2011 TO HONOR THE 15 YEAR ANNIVERSARY OF THE BCCP AND TO THANK ALL THOSE WHO HELPED MAKE THE BCCP A SUCCESS.

Signed and entered on this 10th day of May, 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



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Norman McRee, Human Resources Management, 854-4821

Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

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 \$958,871.06, for the period of April 22 to April 28, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attached

STAFF RECOMMENDATIONS:

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 \$958,871.06.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) - \$958,871.06

REQUIRED AUTHORIZATIONS:

Human Resources Management	Norman McRee	Completed	04/29/2011 1:23 PM
Human Resources Management	Dan Mansour	Pending	
Human Resources Management	Diane Blankenship	Pending	
Planning and Budget Office	Rodney Rhoades	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 10, 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: April 22, 2011 to April 28, 2011

REIMBURSEMENT REQUESTED
FOR THIS PERIOD: \$958,871.06

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 \$958,871.06.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
APRIL 22, 2011 TO APRIL 28, 2011

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- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 1a. Unavailable to Sign Memo
- Page 2. Chart of Weekly Reimbursements Compared to Budget.
- Page 3. Paid Claims Compared to Budgeted Claims.
- Page 4. FY Comparison of Paid Claims to Budget.
- Page 5. Notification of amount of request from United Health Care (UHC).
- Page 6. Last page of the UHC Check Register for the Week.
- Page 7. List of payments deemed not reimbursable.
- Page 8. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 10, 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: April 22, 2011
 TO: April 28, 2011

REIMBURSEMENT REQUESTED: **\$ 958,871.06**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,391,570.70
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: April 19, 2011	\$ (429,984.91)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 958,871.06
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 958,871.06</u>

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


All claims over \$25,000 (2 this week totaling \$171,362.87) 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 (\$119,978.97) 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 (\$176,373.65).

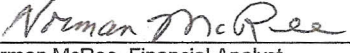
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 4/29/11
 Diane Blankenship, Director, HRMD Date

Not available to sign
 Dan Mansour, Risk Manager Date

 4-29-11
 Cindy Purinton, Benefit Contract Administrator Date

 4/29/11
 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.



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: May 10, 2011

To: Susan Spataro, County Auditor

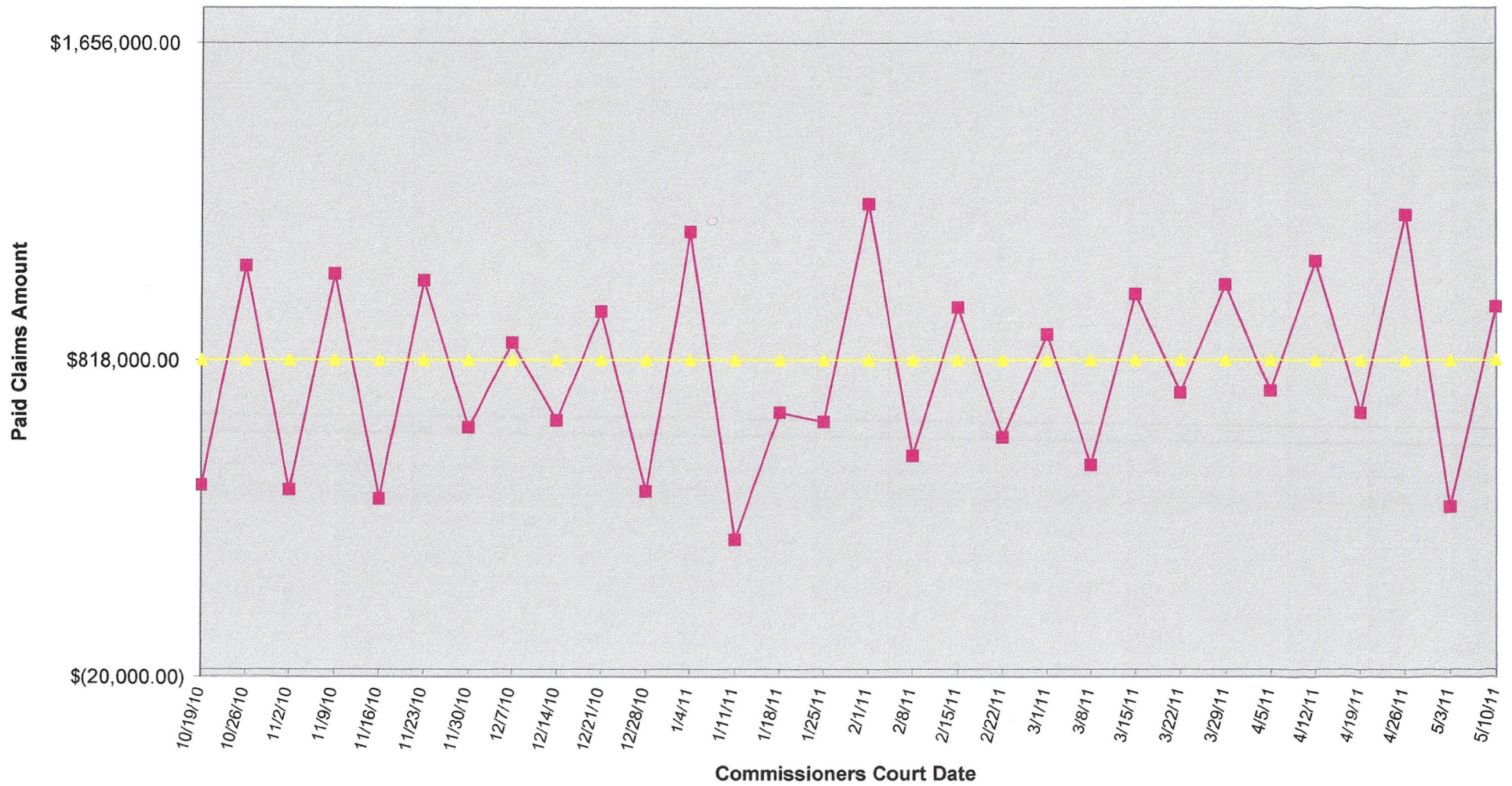
From: Norman McRee, Financial Analyst
Human Resources Management Department

Subject: Risk Manager Unable to Sign Recommendation for Transfer of Funds
For Period April 22 – April 28, 2011

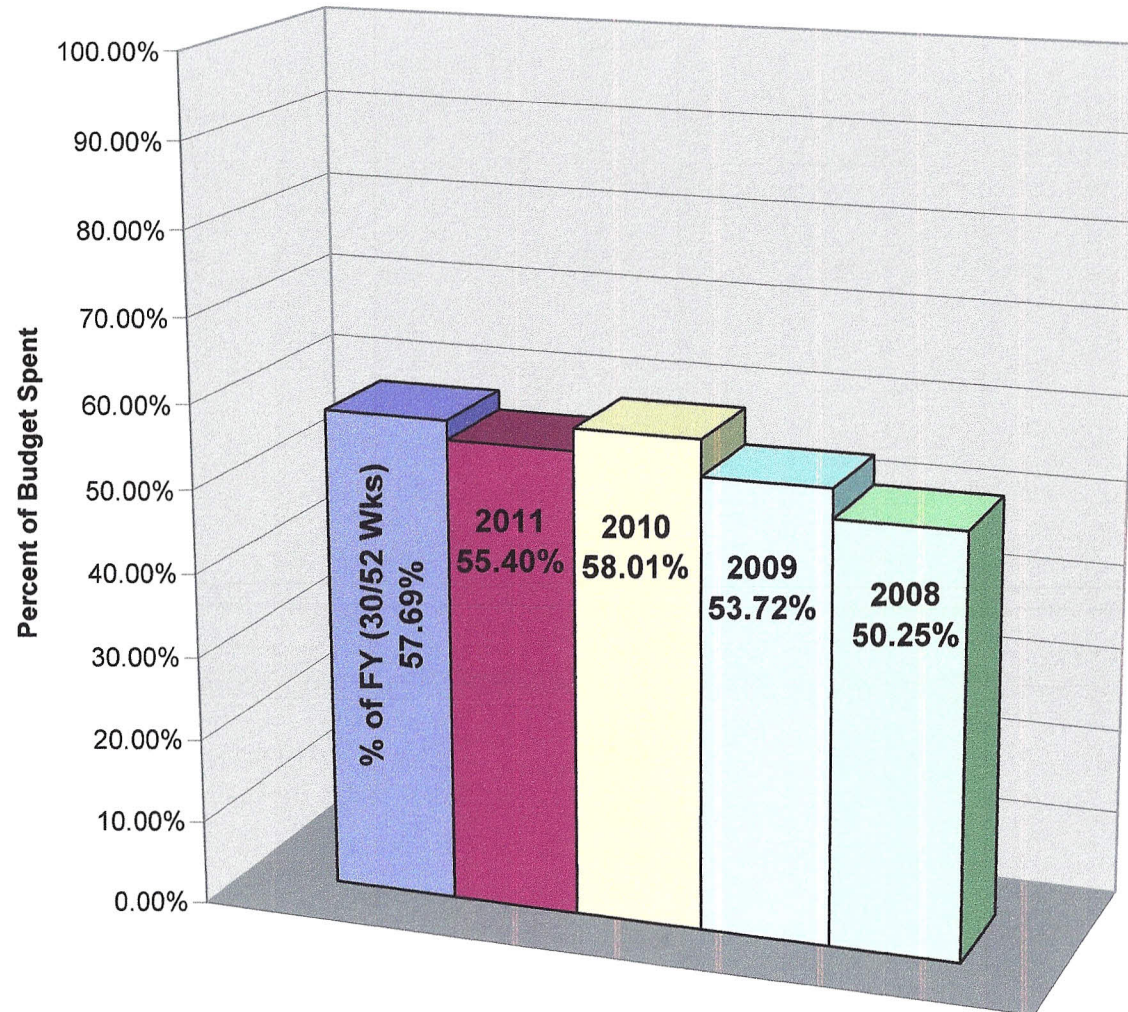
Dan Mansour, Risk Manager, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period April 22 – April 28, 2011.

All appropriate reviews and audits have been performed on claims for the above period.

Travis County Employee Benefit Plan FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85



Comparison of Claims to FY Budgets Week 30



From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 4/29/2011 4:57 AM
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-04-29

REQUEST AMOUNT: \$1,391,570.70

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038

ABA NUMBER: 021000021

FUNDING

ADVICE FREQUENCY: DAILY

FREQUENCY: FRIDAY **INITIATOR:** CUST **METHOD:** ACH **BASIS:** BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-04-28 \$459,417.51

- REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00

+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,479,300.49

+ CURRENT DAY NET CHARGE: \$87,729.79-

+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,391,570.70

ACTIVITY FOR WORK DAY: 2011-04-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$405,498.24	\$00.00	\$405,498.24
TOTAL:	\$405,498.24	\$00.00	\$405,498.24

ACTIVITY FOR WORK DAY: 2011-04-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$408,886.64	\$00.00	\$408,886.64

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_04_28

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-473.85	NN	1485448	AH	6	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-566.97	NN	1648100	AH	1	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-636.52	NN	1485446	AH	6	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-649.5	NN	SSN0000C	AL	0	4/22/2011	600	4/28/2011	4/28/2011
701254	632	-696.62	NN	1485450	AH	6	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-808.54	NN	1647296	AH	1	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-887.66	NN	1485214	A	11	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-978.75	QG	70134508	A	16	4/20/2011	50	4/26/2011	4/28/2011
701254	632	-1005.29	NN	1648098	AH	1	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-1084.01	NN	SSN0000C	AL	0	4/19/2011	600	4/25/2011	4/28/2011
701254	632	-1118	RH	93749830	AH	1	4/21/2011	50	4/27/2011	4/28/2011
701254	632	-1167.38	NN	SSN0000C	AL	0	4/19/2011	600	4/25/2011	4/28/2011
701254	632	-1476.99	NN	1484888	AH	9	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-1604.97	NN	1484361	AH	7	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-1664.69	NN	1424176	AH	9	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-2190.04	NN	1647294	AH	1	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-2862.74	NN	1486203	AH	6	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-2862.74	NN	1484988	AA	9	4/28/2011	200	4/25/2011	4/28/2011
701254	632	-138958.87	NN	SSN0000C	AL	0	4/25/2011	600	4/29/2011	4/28/2011

958,871.06

Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable

For the payment week ending: 04/28/2011

<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>
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Total: \$0.00

7

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 4/28/2011

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	102,945.15
	RR	
	526-1145-522.45-29	14,094.93
Total CEPO		\$117,040.08
EPO		
	EE	
	526-1145-522.45-20	280,807.84
	RR	
	526-1145-522.45-21	50,900.42
Total EPO		\$331,708.26
PPO		
	EE	
	526-1145-522.45-25	450,756.09
	RR	
	526-1145-522.45-26	59,366.63
Total PPO		\$510,122.72
Grand Total		\$958,871.06



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Cynthia Lam-Roldan, Human Resources Management, 854-4822

Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED
ROUTINE PERSONNEL AMENDMENTS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions - Pages 2 - 8.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Human Resources Management	Todd Osburn	Completed	05/03/2011 1:27 PM
Human Resources Management	Diane Blankenship	Pending	
Planning and Budget Office	Rodney Rhoades	Completed	05/03/2011 2:46 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

May 10, 2011

ITEM # :

DATE: April 29, 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, County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 8.

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
Civil Courts	125	Attorney II**	22 / \$61,345.60	22 / \$61,345.60
JP Pct 2	13	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
ITS	83	Business Consultant I	27 / Level 5 / \$89,648.00	27 / Level 5 / \$89,648.00
Probate Court	8	Attorney I	21 / \$56,699.69	21 / \$56,699.69
Sheriff	314	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20119	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20297	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23207	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23235	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
TNR	20052	Park Tech II	10 / \$12.00	10 / \$12.00	02
TNR	20060	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20061	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20062	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20064	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20065	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	50114	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	201	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	297	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	454	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	514	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	577	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	603	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	675	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	859	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	874	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	969	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	993	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1078	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1281	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1363	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1392	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1395	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1477	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1518	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1786	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
* 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
ITS	Slot 56 / Application Dev Analyst II / Grd 25 / \$71,190.77	ITS	Slot 6 / Application Dev Analyst III / Grd 27 / \$80,288.00	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 195 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	Sheriff	Slot 474 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 229 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	Sheriff	Slot 527 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 240 / Corrections Ofcr Sr / Grd 83 / \$55,407.46	Sheriff	Slot 423 / Corrections Ofcr Sr / Grd 83 / \$55,407.46	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 378 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Sheriff	Slot 600 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 423 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 240 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 443 / Corrections Ofcr Sr / Grd 83 / \$55,407.46	Sheriff	Slot 195 / Corrections Ofcr Sr / Grd 83 / \$55,407.46	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 488 / Corrections Ofcr Sr / Grd 83 / \$52,648.13	Sheriff	Slot 1301 / Corrections Ofcr Sr / Grd 83 / \$52,648.13	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 513 / Corrections Ofcr* / Grd 81 / \$39,706.37	Sheriff	Slot 1079 / Corrections Ofcr* / Grd 81 / \$39,706.37	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 527 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	Sheriff	Slot 229 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 565 / Certf Peace Ofcr Sr / Grd 84 / \$59,069.71	Sheriff	Slot 513 / Certf Peace Ofcr Sr / Grd 84 / \$59,069.71	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 600 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Sheriff	Slot 378 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 700 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	Sheriff	Slot 1082 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 727 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Sheriff	Slot 548 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 761 / Certf Peace Ofcr Sr / Grd 84 / \$56,127.97	Sheriff	Slot 679 / Certf Peace Ofcr Sr / Grd 84 / \$56,127.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 896 / Certf Peace Ofcr Sr / Grd 84 / \$56,127.97	Sheriff	Slot 1672 / Certf Peace Ofcr Sr / Grd 84 / \$56,127.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1073 / Corrections Ofcr Sr / Grd 83 / \$46,509.42	Sheriff	Slot 987 / Deputy Sheriff Law Enforcement* / Grd 72 / \$49,476.75	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1082 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	Sheriff	Slot 700 / Corrections Ofcr Sr / Grd 83 / \$48,763.31	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1301 / Corrections Ofcr Sr / Grd 83 / \$45,382.90	Sheriff	Slot 488 / Corrections Ofcr Sr / Grd 83 / \$45,382.90	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1318 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Sheriff	Slot 1066 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1408 / Corrections Ofcr Sr / Grd 83 / \$46,509.42	Sheriff	Slot 258 / Corrections Ofcr Sr / Grd 83 / \$46,509.42	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1734 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 252 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL
AMENDMENTS ARE APPROVED.**

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 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 Contract Award for Circle Drive/US 290 Intersection Safety Improvements, RFQ No. 11AE0154LP, to the Highest Qualified Firm, RJ Rivera 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, with Purchasing's concurrence, requests contract approval for the design services of Circle Drive/US 290 Intersection Safety Improvements to RJ Rivera Associates, Inc., for \$61,890.00.

TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Thirty-three (33) A/E firms submitted qualification statements. All were approved by Commissioners Court on November 18, 2008, as well as the procedures for utilizing the list.

In accordance with the approved procedures, TNR has reviewed the qualification statements of the firms on the pre-qualified list of A/E's for small projects. TNR staff has determined the highest qualified firm for the Circle Drive/US 290 Intersection Safety Improvements to be RJ Rivera Associates, Inc.

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

Contract-Related Information:

Award Amount: \$61,890.00

Contract Type: Professional Services

Contract Period: Through Completion

Contract Modification Information: N/A

Modification Amount:

Modification Type:

Modification Period:

Solicitation-Related Information:

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: 32%

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: RJ Rivera Associates, Inc. are on the list of pre-qualified professional A/E firms for small projects as a result of RFQ Q080290-LP.

- Funding Information:**

Purchase Requisition in H.T.E.: 526911

Funding Account(s): 001-4931-621-8164

Comments:

- Statutory Verification of Funding:**

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

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	04/27/2011 3:08 PM
Purchasing	Cyd Grimes	Completed	04/29/2011 5:36 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	05/02/2011 3:53 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Lee
3-25-11
[Signature]

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA P.E., COUNTY EXECUTIVE

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

March 23, 2011

Memorandum

To: Cyd Grimes C.P.M., Purchasing Agent

From: Steve Manilla, County Executive, TNR

Subject: Consultant Recommendation for Design Services for Circle Dr/US 290
Intersection Safety Improvements in Precinct Three (RFQ # Q080290-LP)

RECEIVED
TRAVIS COUNTY
2011 MAR 23 PM 3:27
PURCHASING
OFFICE

TNR Public Works Department initially reviewed the SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2008 for small projects, and determined the five highest qualified firm unselected to date for the subject assignment in order of ranking as follows:

1. RJ Rivera Assoc., Inc.
2. Othon
3. Brinkley & Barfield
4. Boyer & Assoc.
5. M. Baker Jr. Inc.

Please proceed with requesting a fee proposal from the highest qualified firm, RJ Rivera Assoc., Inc.

This project will be funded with FY 2011 New Certificate of Obligation monies based on the reimbursement resolution approved by the Commissioners Court on March 22, 2011 agenda item number 8. TNR's estimated budget for this project is \$600,000.

Requisition, account and commodity/sub-commodity information is provided below.

<u>Project Name</u>	<u>Account No.</u>	<u>Com/Sub</u>	<u>Req.</u>	<u>Amount</u>
Nuckols Crossing Safety Improvements	001-4931-621-8164	968/054	526911	\$600,000

Attached is the scope of services (Appendix A) for this project.
Please call me at X49429 if you require additional information.

Attachments

CC: Steve Sun, P.E.
Lee Perry, Purchasing
Cynthia McDonald and Brunilda Cruz
Roger Schuck, P.E.

CONTRACT NO. 11AE0154LP

PAGE 1 OF 42 PAGES

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND**

RJ RIVERA ASSOCIATES, INC.

**FOR
PROFESSIONAL ENGINEERING SERVICES**

FOR

**CIRCLE DRIVE/US 290 INTERSECTION
SAFETY IMPROVEMENTS**

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:

1	EMPLOYMENT OF THE CONSULTANT
2	BASIC SERVICES OF THE CONSULTANT
3	CONSTRUCTION COST
4	COMPENSATION AND PAYMENT SCHEDULE
5	PERIOD OF SERVICE
6	COORDINATION WITH COUNTY
7	WORK PRODUCT
8	REVISION TO WORK PRODUCT
9	REIMBURSABLE EXPENSES
10	SUSPENSION AND TERMINATION
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY
12	OWNERSHIP OF DOCUMENTS
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
14	MISCELLANEOUS:
14.1	VENUE
14.2	SEVERABILITY
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT
14.4	CERTIFICATE OF CONSULTANT
14.5	BIDDING EXEMPTION
14.6	NOTICE
14.7	INSURANCE REQUIREMENTS
14.8	FORFEITURE OF CONTRACT
14.9	PURCHASE ORDER
14.10	PAYMENTS
14.11	INTEREST ON OVERDUE PAYMENTS
14.12	PROPERTY TAXES
14.13	TAXPAYER IDENTIFICATION
14.14	SUCCESSORS AND ASSIGNS
14.15	HISTORICALLY UNDERUTILIZED BUSINESS
14.16	FUNDING OUT
14.17	FUNDING
14.18	NON-WAIVER OF DEFAULT
14.19	MEDIATION
14.20	OFFICIALS NOT TO BENEFIT
14.21	CONSULTANT CERTIFICATIONS
14.22	CIVIL RIGHTS/ADA COMPLIANCE
14.23	GRATUITIES
14.24	MONITORING
14.25	INCORPORATION OF ATTACHMENTS
14.26	ENTIRE AGREEMENT
14.27	TEXAS PUBLIC INFORMATION ACT
14.28	ENTITY STATUS

CONTRACT NO. 11AE0154LP

PAGE 3 OF 42 PAGES

ACKNOWLEDGEMENT AND SIGNATURE PAGE

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
EXHIBIT 2	HOURLY RATES
EXHIBIT 3	PROJECT SCHEDULE ATTACHMENT 1 – PERFORMANCE SCHEDULE
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT
EXHIBIT 5	INSURANCE REQUIREMENTS
EXHIBIT 6	ETHICS AFFIDAVIT ATTACHMENT 1 KEY CONTRACTING PERSONS LIST ATTACHMENT 2 DISCLOSURE
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
APPENDIX A	SCOPE OF SERVICES
APPENDIX B	CONSULTANT'S QUALIFICATIONS STATEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)**STATE OF TEXAS §****§****COUNTY OF TRAVIS §**

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and **RJ Rivera Associates, Inc.** (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural, landscape architectural, and engineering services for the design of **Circle Dr./US 290 Intersection Safety Improvements** (the "Project");

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives; and

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1
EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural, landscape architectural and engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Executive of the Travis County Transportation and Natural Resources Department (the "COUNTY EXECUTIVE"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The COUNTY EXECUTIVE shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the COUNTY EXECUTIVE so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the

COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the COUNTY EXECUTIVE observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the COUNTY EXECUTIVE shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the COUNTY EXECUTIVE. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the COUNTY EXECUTIVE and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include, but are not limited to:
- a. Uniform Building Code
 - b. National Fire Code
 - c. National Plumbing Code
 - d. National Mechanical Code
 - e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
 - f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
 - g. AASHTO A Policy on Geometric Design of Highways and Streets
 - h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)

- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

- 2.4 As part of the Basic Services, the CONSULTANT shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:

- (1) give written approval of an increase in the Project budget or fixed limit,

- (2) authorize rebidding of the Project within a reasonable time,
- (3) if the Project is abandoned, terminate this Agreement, or
- (4) revise the scope of the Project to reduce the Construction Cost.

- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT shall estimate the total project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the COUNTY EXECUTIVE shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification shall include an update to the Project.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the

discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the COUNTY EXECUTIVE to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the COUNTY EXECUTIVE.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The COUNTY EXECUTIVE shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The COUNTY EXECUTIVE shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The COUNTY EXECUTIVE may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the COUNTY EXECUTIVE. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which shall be issued by the COUNTY EXECUTIVE.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT shall submit to the COUNTY EXECUTIVE the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT shall make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that shall not exceed thirty (30) days, the CONSULTANT shall arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 6.6 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the COUNTY EXECUTIVE.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, drawings (electronic data; including but not limited to CAD drawings), plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 The COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. "Acceptance" shall mean that in the COUNTY EXECUTIVE's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the COUNTY EXECUTIVE. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the COUNTY EXECUTIVE shall be final and binding on the CONSULTANT.

SECTION 8

REVISION TO WORK PRODUCT

- 8.1 After Approval by the County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as

Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
 - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
 - 9.1.3 The Sub-consultant Management Fee is to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and

specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.

10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of

Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

- 10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

- 10.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and engineering data furnished to the COUNTY, as required by law.
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent

11.8.3 papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS: The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.

12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without

the specific and prior written consent of the COUNTY shall be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.

- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY and its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
- 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

COUNTY: Cyd V. Grimes (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas. 78767

with copies to (registered or certified mail with return receipt is not required):

Steven Manilla (or successor)
Travis County Transportation and Natural Resources, County Executive
P.O. Box 1748
Austin, Texas 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

RJ Rivera Associates, Inc.
ATTN: RJ Rivera
3200 Steck Avenue, Ste. 220
Austin, Texas 78757

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

14.8.1 “Was doing business” and “has done business” mean:

14.8.1.1 Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

14.8.1.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

14.8.1.3 but does not include:

14.8.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

14.8.1.3.2 any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the CONSULTANT in the ordinary course of its business; or

14.8.1.3.3 a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

14.8.2 “Key Contracting Person” means any person or business listed in listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors,

subcontractors, and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

- 14.10 PAYMENTS. Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.10.1.1 Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- 14.10.1.2 County Agreement, Purchase Order, or Delivery Order number,
- 14.10.1.3 identification of items or services as outlined in the Agreement,
- 14.10.1.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.10.1.5 any additional payment information which may be called for by this Agreement.

The Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by the County to document the progress of the work.

14.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- 14.10.2.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of the CONSULTANT until:

14.10.2.1.1 the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and

14.10.2.1.2 the debt is paid.

- 14.10.2.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

- 14.10.2.3 COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 14.10.2.1 above, if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements

14.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 7 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within CONSULTANT's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or

development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

14.15.2 Subcontractor Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. The COUNTY understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 The CONSULTANT shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, the CONSULTANT shall record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission shall be completed no later than the 15th day after such payments are made. The CONSULTANT shall contractually require all Subcontractors/ subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT shall attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

14.15.2.3 The CONSULTANT shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.

14.15.2.5 The CONSULTANT shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 The COUNTY understands and believes that the Subcontractor Tracking Software System will assist the COUNTY in ensuring compliance with the County's HUB Program, and will allow COUNTY staff to closely monitor The CONSULTANT and all Subcontractors/subconsultants performing Work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by the CONSULTANT performed the work and received payment.

14.15.2.7 During the term of this Agreement, the CONSULTANT is encouraged to inform the COUNTY of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant Work assignments, percentage of goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT shall notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. The CONSULTANT may be requested to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turn around time will be within 24 – 48 hours. If the CONSULTANT has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 The COUNTY understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.15.2.10 The COUNTY encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the CONSULTANT in initiating and/or developing such efforts.

14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY

budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. The Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

- 14.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.21 CONSULTANT CERTIFICATIONS:
- 14.21.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.21.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. The CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents,

licenses of copyrights applicable to materials used in this Agreement.

- 14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.
- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.28 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

CONTRACT NO. 11AE0154LP

PAGE 24 OF 42 PAGES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT:

By: _____

Printed Name: _____

Title: _____

Authorized Representative

Date: _____

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____

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

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basic Services shall be the sum of **\$61,280.00**.
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- | | | |
|--------|---|---------------------|
| (i) | Phase 1: Project Management | \$ <u>7,490.00</u> |
| (ii) | Phase 2 (50%): Design documents submittal
(Work Product 1) | \$ <u>31,090.00</u> |
| (iii) | Phase 3 (100%): Construction documents and
Bid Phase Services (Work Product 2) | \$ <u>22,700.00</u> |
| (iv) | Phase 4: Optional Services | \$ <u>00.00</u> |
| TOTAL: | | \$ <u>61,280.00</u> |

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the COUNTY EXECUTIVE shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.

- 3.4. The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT may be reimbursed for the following items under the NOT TO EXCEED Reimbursable Fee:

- 4.1.1 Non-Labor expenses incurred in the CONSULTANT's performance of the Basic Services under this Agreement at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

NOT TO EXCEED REIMBURSABLE TOTAL: \$580.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$61,280.00, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$580.00 shall not exceed \$61,860.00.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

CONTRACT NO. 11AE0154LP

PAGE 27 OF 42 PAGES

EXHIBIT 2
HOURLY RATES

Principle:	\$180.00/hr
Project Manager:	\$160.00/hr
Project Engineer:	\$125.00/hr
Engineer In Training:	\$110.00/hr
Engineer Tech:	\$75.00/hr
CADD Tech:	\$60.00/hr
Project Surveyor:	\$110.00/hr
Clerical Admin:	\$60.00/hr

EXHIBIT 3
PROJECT SCHEDULE

- A. The CONSULTANT shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the COUNTY EXECUTIVE and the CONSULTANT shall update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule shall allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The CONSULTANT shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule shall be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
 2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
 3. a force majeure event has occurred; and
 4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT shall present the COUNTY EXECUTIVE with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT shall complete all design work described herein, and shall submit its Work Product for all phases as described in the Scope of Services within **85 calendar days** from the date of receipt by the CONSULTANT of the COUNTY's written Notice to Proceed.

Calculation of the **85** days referenced in paragraph C shall not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

[illegible]

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. The CONSULTANT shall take such

CONTRACT NO. 11AE0154LP

PAGE 31 OF 42 PAGES

action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

CONTRACT NO. 11AE0154LP

PAGE 33 OF 42 PAGES

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 4-22-11
Name of Affiant: Rodolfo J. Rivera
Title of Affiant: President
Business Name of CONSULTANT: RJ RIVERA ASSOCIATES, INC.
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

[Signature]
Signature of Affiant

3200 Steck Ave, Suite 220, Austin, Tx 78757
Address

SUBSCRIBED AND SWORN TO before me by Rodolfo J. Rivera on 04/22, 2011.

[Signature]
Notary Public, State of TEXAS

MELISSA K. BARTON

Typed or printed name of notary

My commission expires: 02.01.2014



EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
January 18, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite*	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse).....	Leonard Huber	Retired
Executive Assistant.....	Garry Brown	
Executive Assistant.....	Lori Duarte	
Executive Assistant.....	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	

CONTRACT NO. 11AE0154LP

PAGE 35 OF 42 PAGES

Attorney, Transactions DivisionDaniel Bradford
 Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson*
 Purchasing AgentCyd Grimes, C.P.M.
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVOralia Jones, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM*
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant IIC.W. Bruner, CTP*
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 HUB CoordinatorSylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis*
 TNRRoger Schuck
 TNRSteve Sun

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

* - Identifies employees who have been in that position less than a year.

CONTRACT NO. 11AE0154LP

PAGE 36 OF 42 PAGES

ATTACHMENT 2 TO EXHIBIT 6
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, CONSULTANT warrants that CONSULTANT is not doing business and has not done business during the 365 day period immediately prior to the date on which this contract is signed with any key contracting person.

CONTRACT NO. 11AE0154LP

PAGE 37 OF 42 PAGES

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

APPENDIX A
SCOPE OF SERVICES

Circle Drive/US 290 Intersection Improvements

This PSA is for professional Engineering services required for the development of preliminary design and PS&E documents for the Circle Drive/US 290 Intersection Improvements project in Southwestern Travis County, Precinct Three. The project, described in more detail later in this section, includes the design of safety improvements at US 290 and Circle Drive, which is approximately 120 feet east of Spring Valley Road. The improvements also include realigning Spring Valley Road to the intersection of US 290/Circle Drive, adding paved shoulders, acquiring additional right-of-way, constructing right turn lane and coordinating the signalization of the intersection with TxDOT to improve safety and cross traffic flow. TxDOT will design and construct the signalization based on geometry drawing created by this scope of services. The scope of services for this project will include value engineering, surveying, pavement design, creating field notes, geotechnical services, drainage improvements, utility coordination, and construction documents.

1. General Scope of Services:

Provide professional services to produce both Preliminary Plan Documents for review and final PS&E Documents for Circle Dr/Spring Valley/US 290 Intersection Improvements in southwestern Travis County, Precinct Three. These services generally will include, but are not limited to the following: Development and analysis of safety improvements, design of roadway realignment, right-of-way field notes, and turn lanes at intersection.

The CONSULTANT(S) will perform the following services:

1. Develop all Plans, Specifications, and Estimates (PS&E documents) within the project's allotted budget, to standards stipulated by Travis County and TxDot.
2. Develop and submit a construction cost estimate at each phase of the design project.
3. Use generally recognized Engineering methodology and standards of care.
4. Obtain TxDot permits for the construction including submittal of the project to TxDot for review. The scope of services will not include coordination with the utility companies for utility relocation. The only permits required for this project are permit from Travis County and TxDot. No permit from the City of Austin will be needed for this roadway safety improvement project.
5. Establish and provide a detailed project design task completion. Monitor and provide task completion report to the County.
6. Prepare appropriate displays and attend meetings with Travis County staff, and TxDot staff.

2.0 Specific Project Information, Location and Limits:

Existing Roadway Information

Spring Valley Road is a two lane rural dead end roadway in southwest Travis County extending south of US 290. Circle Drive is a two lane rural roadway which circle around and to the east ties back into US 290 at South View Rd.

Proposed Roadway Improvements Information

The proposed safety improvements include, but are not limited to, realignment of the curve on Circle Dr at US 290 possible within the existing right-of-way, and addition of paved right turn lane, level-up and 1-1/2" overlay for the portion of the road included in the realigning about 700 ft of Spring Valley Rd at the intersection with US 290, and the possible addition of a right turn lane on Spring Valley Rd at US 290. This project does not include adding sidewalk to the road section. The scope of work will not include any water quality or detention pond design or signalization design as TxDOT will design in house.

The Consultant will be expected to provide three specific work products and/or support service, each with a separate agreement and a separate fee, with each requiring a separate "Notice to Proceed" under the same contract. After the first work product and each additional work product thereafter, if authorized, the County may or may not exercise the option to supplement the contract to produce additional work products. Authorization to proceed to the next work product or phase must be in writing in the form of a "Notice to Proceed".

The required work products include Work Product 1 - 50% complete design documents; Work Product 2 - 100% bid-ready set of construction documents; and Bid Phase Services. Each Work Product shall be submitted for review and written notice-to-proceed must be issued by the County before proceeding to the next Work Product. The review process shall consist of submitting two sets of the plans (11" x 17") specifications, and estimates of probable construction costs to TNR when the design is 50%, and 100% completed. Each submittal shall include a cover letter from the consultant stating who from their design team performed a Quality Assurance/Quality Control Check. Allow three weeks for TNR to review and provide written comments and/or approval for each submittal. Submit two final check sets and allow three weeks for TNR to review and provide written comments and/or approval.

2.1 Work Product 1: This phase will be the 50% complete design documents for the improvement plan. The 50% design submittal is to include preliminary Engineering for the design elements required to fully address the project scope. The 50% drawings should address all major design issues and set direction for completion of the construction documents. The requirements for the 50% design submittals shall be determined with TNR's Project Manager on a case-by-case basis but as a minimum shall include the following:

- a) Cover sheet indicating project name and #; site location; design speed; project limits with beginning and ending stations; names and signature blocks for the project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set.
- b) Completed site layout drawings;
- c) Typical sections showing proposed and existing conditions.
- d) Plan and profile sheets showing existing conditions;
- e) Cross-sections for the roadway showing existing ground conditions and depicting proposed conditions based upon proposed alignments and typical sections;
- f) Identification of limits of construction and properties that could be affected by the proposed construction;
- g) Identification of existing easements and utilities that could be affected by the proposed construction;

- h) Drawings that represent all items of work in the scope of services for the project including coordinates for proposed alignment (no blank pages or missing pages).
- i) Draft scope of specifications;
- j) Proposed construction schedule and sequence of work
- k) Engineering calculations, studies, and reports used in design
- l) Drawings should demonstrate coordination between prime consultant and sub-consultants (no missing design components to be provided by sub-consultants)
- m) Updated project schedule.

Total projected time for completion of Work Product 1 is **50 calendar days**.

2.2 Work Product 2: The 100% complete drawings should be “ready to bid”, no outstanding design issues, all work coordinated and illustrated on the drawing. A public meeting may be required and our work includes attendance at only one public meeting. Provide final plans, specifications, estimates, quantities, bid schedule, permits, and certification of right-of-entries for the construction contract, and a list of any outstanding issues to be resolved before or during project bidding process. The requirements for the 100% design submittals shall be determined with TNR’s Project Manager on a case-by-case basis but as a minimum shall include the following:

- a) Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet for the improvements
- b) Project description, bid proposal, and project specific special provisions and specifications in bid-ready format (Microsoft Word format)
- c) Detailed breakdown of cost estimate and associated bid schedule in Excel format
- d) Calculations for unit price quantities and final engineering design calculations
- e) List of permits secured and any permits/approvals pending.
- f) Final number of construction work days and sequence of work.

Total projected time for completion of Work Product 2 is **35 calendar days**.

3.0 Deliverables:

3.1 Completed specific work product/plan stage documents for review.

3.2 PS&E. including all Cad construction drawing on NAD 83 coordinates.

3.3 Engineer’s Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal.

3.4 All TxDot permits to start and complete project.

3.5 Design calculations and ASCI file of all design and control points for construction staking

3.6 Electronic copy of above deliverables, where applicable (all drawings and e-files must be in Micro Station V8 format, as appropriate. Text documents must be in Microsoft Word format. Bid proposal in Microsoft excel format. Schedules and CPM's must be in Microsoft Project 2000 format).

3.7 Should the County elect to include Construction Management services in the contract, within thirty working days after completion of the project, the Construction Management file, which will include, but not limited to all addendum and change orders, record drawings, pay requests, and payment records.

SERVICES TO BE PROVIDED BY TRAVIS COUNTY

In conjunction with the services to be provided by the CONSULTANT, the County shall provide the following.

1. A Project Manager to serve as the primary point of contact for the CONSULTANT.
2. Documents available to the County and are applicable as background information in performance of contract, when requested by the Consultant. Travis County will provide only available accident reports for the past 2-3 years for the portion of the road included in the scope and the most recent traffic counts. Travis County will provide on-the-ground survey information on existing grades at the center line and edge of the pavement, ditch line grades, grade at edge of right of way, culvert size and flow lines, and trees within the right of way. Specific items are:
 - Width of the right of way and existing pavement.
 - Location of all of the existing utilities.
 - Location of all the drainage structures and culverts with pipe size and flow line.
 - Location and width of existing driveways.
 - Location, limits and type of pavement failure and deterioration (based on windshield surveys).
 - All survey data necessary to design project
3. Geotechnical investigations: Travis County will provide pavement design report, to be used in the pavement design.
4. Timely reviews of documents, reports, drawings, etc
5. Construction Administration, should the County elect not to have that service provided by the CONSULTANT.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. The Consultant shall prepare all Engineering documents to include final plans and specifications in accordance with the format stipulated by the County.
2. The Consultant shall develop the project using generally recognized Engineering methodology and standards of care.
3. In conjunction with the performance of the services to be provided by Travis County Transportation and Natural Resources (TNR), the Engineer shall provide the following services:
 - 3.1 Engineering services required for an acceptable project as approved by TNR and TxDot.

APPENDIX B

CONTRACT NO. 11AE0154LP

PAGE 42 OF 42 PAGES

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE SEPARATE FILE)

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

RJ Rivera Associates, Inc.

TYPE OF GOODS/SERVICE:

Road Improvements

FUNDS VERIFIED:

1) Requisition number 526911 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 61,860.00

**FUNDS NOT VERIFIED;
CONTRACT NOT BINDING:**

 Contract did not specify a total contract amount.

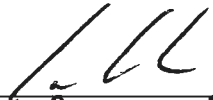
 Goods/services to be provided on an "as needed basis" to be
invoiced in accordance with contracted unit price. Total amount
contracted not specified in contract.

CONTRACT #: 11AE0154LP
LINE ITEM VERIFIED: 001-4931-621-8164

☒ YES

☐ NO

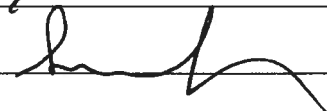
Reviewed by:



Date:

4/26/11

Approved by:



Date:

4/27/11

GM200I13

TRAVIS COUNTY

4/25/11

Fiscal Year 2011

Account Balance Inquiry

10:06:16

Account number . . . : -4931-621.81-64
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
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	:	180,000	03/28/2011
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	100,000.00	
Total expenditures & encumbrances:	:	100,000.00	55.6%
Unencumbered balance	:	80,000.00	44.4

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**4/27/11
09:53:41

Number : 0000526911
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : 53933 ROADS-CIP ATTN: LEE PERRY
By : BRUNILDA CRUZ 854-7679
Date : 3/23/11
Vendor : RG RIVERA ASSOCIATES
Contract nbr :
Ship to : Z1 TNR ADMIN - 11TH FLR
Deliver by date . . . : 3/23/11
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 61860.00 DOL PROFESSIONAL ENGINEERING SERVICES FOR
THE DEVELOPMENT OF PRELIMINARY DESIGN AND
PS&E DOCUMENTS FOR THE CIRCLE DRIVE/US290

+

COMMENTS EXIST

Total: 61860.00

F3=Exit F7=Alternate view**F9=Print****F10=Approval info F12=Cancel F20=Comments**



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Richard Villareal, Purchasing, 854-4881

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

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 1 to Contract No. 10K00267RV, Job Order No. 6, for assignment of payments from Architectural Habitat of Austin, Inc. to Suretec Information Systems, 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.

Purchasing requests the approval of modification number one to contract number 10K00267RV. The modification is an assignment of payments from Architectural Habitat of Austin, Inc., to the bonding company, SureTec Information Systems, Inc. for work to be performed under Job Order No. 6 only. Architectural Habitat currently has several contracts which have over-extended their bonding capacity. However, their surety (SureTec Information Systems, Inc.) has agreed to increase their bonding limits if Architectural Habitat assigns contractual payments to them. All payments for future job orders will be made to Architectural Habitat in accordance with the contract requirements.

Contract Expenditures: Within the last 6 months \$1,134,288.57 has been spent against this contract.

Contract-Related Information:

Award Amount: \$334,742.65

Contract Type: Construction

Contract Period: 120 Calendar Days after issuance of Notice to Proceed

- **Funding Information:**

Purchase Requisition in H.T.E.: N/A

Funding Account(s):

Comments:

- **Statutory Verification of Funding:**

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

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	04/29/2011 2:11 PM
Purchasing	Cyd Grimes	Completed	04/29/2011 5:35 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	05/02/2011 3:53 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

MODIFICATION OF CONTRACT NUMBER: 10K00267RV, JOB ORDER NO. 6
TRAVIS COUNTY CORRECTIONAL COMPLEX MINI-PROJECT, BUILDING 130

PAGE 1 OF 2 Pages

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Richard Villareal TEL. NO: (512) 854-4881 FAX NO: (512) 854-9185	DATE PREPARED: April 26, 2011
ISSUED TO: ARCHITECTURAL HABITAT OF AUSTIN, INC. MS. JAN CANNADAY, PRESIDENT 1707 WEST KOENIG LANE AUSTIN, TEXAS 78756	MODIFICATION NO.: ONE	EXECUTED DATE OF ORIGINAL CONTRACT: October 26, 2010
ORIGINAL CONTRACT TERM DATES:		CURRENT CONTRACT TERM DATES:

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$334,742.65 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 purpose of this modification is to assign payments for contract no. 10K00267RV (Job Order No. 6 only) from Architectural Habitat of Austin, Inc. (the Assignor), to SureTec Information Systems, Inc., (the Assignee).

All payments under this contract shall be made to:

Architectural Habitat of Austin, Inc.
 C/O SureTec Information Systems, Inc.
 Attn: Funds Disbursement Dept.
 9737 Great Hills Trail, Suite 320
 Austin, Texas 78759

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>Architectural Habitat</u>	<input type="checkbox"/> DBA
BY: <u>Jan Cannaday</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>JAN CANNADAY</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>PRES.</u> ITS DULY AUTHORIZED AGENT	DATE: <u>4-27-11</u>
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 PAYMENTS

The parties of this Agreement are Architectural Habitat of Austin, Inc. (the Assignor), SureTec Information Systems, Inc. (the Assignee) and Travis County, Texas.

RECITALS:

A. Travis County and Architectural Habitat of Austin, Inc. entered into a written contract for the provision of the Travis County Correctional Complex Mini-Project, Building 130 (Contract No. 10K00267RV, Job Order No. 6 only), on May 10, 2011.

B. Assignor desires by this Agreement to assign all payments to be made against the Contract to Assignee subject to the terms of the Contract and this Agreement.

TERMS:

In consideration of the mutual agreements in this assignment, the parties hereby agree to as follows:

1. Assignor assigns to the Assignee all payments in Contract No. 10K00267RV, Job Order No. 6 only as of May 10, 2011.

2 Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.

3 The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

Architectural Habitat of Austin, Inc.

SureTec Information Systems, Inc.

By: [Signature]
Printed Name: JAN CANADAY
Title & Date: Pres. 4-27-11

By: [Signature]
Printed Name: SCOTT OLSON
Title & Date: V.P. 4/27/2011

Attest: _____

Attest: _____

Date: _____

Date: _____

Travis County consents to this Assignment of Payments from Architectural Habitat of Austin, Inc. to SureTec Information Systems, Inc.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Donna Williams-Jones, Transportation and Natural Resources, 854-9383

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Receive an update on approved State Highway projects and provide direction on action to be taken to complete and close out remaining active State Highway projects.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

<Enter Background/Summary of Request>

From November 1997 through November 2001, Travis County voters approved \$134,450,000 of bonds for the acquisition of right-of-way and/or construction of macadamized, graveled, or paved roads and turnpikes in connection with several State Highway projects. Another \$905,000 was authorized in November 2005 by voters for four more highway projects. The Commissioners Court has authorized the issuance of \$2,393,000 of Certificate of Obligation bonds and received a \$707,000 Capital Metro grant for highway projects. A status report for these highway projects is attached.

In September 2010, Travis County received a final statement-of-cost reports from the Texas Department of Transportation (TxDOT) for the State Highway 45 North, State Highway 130, and Loop 1 North projects. The State provided a \$5.2 million refund to Travis County for SH 45, indicated there was nothing due or owed for SH 130, and has requested a \$2.623 million payment for Loop 1 North. TNR has done an analysis of the costs for Loop 1 and is now presenting this information to the Commissioners Court. Based on our review, the documentation provided by the State and the related funding agreement between Travis County and TxDOT, TNR has determined that the \$2.623 million for Loop 1 North is appropriately owed.

STAFF RECOMMENDATIONS:

Provide direction to complete current active Bond State Highway projects and authorize funding in the amount of \$2,623,210.36 for payment due to the Texas Department of Transportation for additional costs for the Loop 1 North project.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

Budget for the State Highway projects being reviewed were approved in the 1997-2001 bond programs. At this time there is a funding shortfall for the Loop1 North project. The Court has the following options to fund the \$2.623 million payment to the State for Loop 1 North:

- Coordinate with County Attorney's Office, PBO and Bond Counsel to determine if any of the \$21.361 million of unspent 1997-2001 State Highway bond funds is an eligible source
- Authorize the full \$2.623 million as a part of the FY 2012 certificates of obligation issuance
- Identify other County funding as recommended by PBO

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Steve Sun	Completed	04/26/2011 9:00 AM
Transportation and Natural Resources	Steven Manilla	Completed	04/26/2011 12:06 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/26/2011 2:25 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/26/2011 2:30 PM
Transportation and Natural Resources	Steven Manilla	Completed	04/26/2011 5:08 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/27/2011 8:15 AM
County Attorney's Office		Pending	
Planning and Budget Office		Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE TNR

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

April 21, 2011

MEMORANDUM

TO: Members of Commissioners Court

FROM: Steven M. Manilla, P.E., County Executive, TNR

SUBJECT: Status Update on Approved State Highway Projects

Proposed Motion: Receive an update on approved State Highway projects and provide direction on action to be taken to complete and close out remaining active State Highway projects.

Summary and Staff Recommendation: From November 1997 through November 2001 Travis County voters approved \$134,450,000 of bonds for the acquisition of right-of-way and/or construction of macadamized, graveled or paved roads and turnpikes in connection with several State Highway projects. Another \$905,000 was authorized in November 2005 by voters for four more highway projects. The Commissioners Court has authorized the issuance of \$2,393,000 of Certificate of Obligation bonds and received a \$707,000 Capital Metro grant for highway projects. A status report for these highway projects is attached.

In September 2010 Travis County received final statement-of-cost reports from the Texas Department of Transportation for the State Highway 45 North, State Highway 130 and Loop 1 North projects. The State provided a \$5.2 million refund to Travis County for SH 45, indicated there was nothing due or owed for SH 130, and has requested a \$2.623 million payment for Loop 1 North. TNR has done an analysis of the costs for Loop 1 and is now presenting this information to the Commissioners Court. Based on our review, the documentation provided by the State and the related funding agreement between Travis County and TxDOT, TNR has determined that the \$2.623 million for Loop 1 North is appropriately owed. If the Commissioners Court concurs with our findings then the \$2.623 million payment will be due to the State no later than April 30, 2012, requiring that funding be approved during the FY 2012 budget cycle.

Page 2

April 21, 2011

Status Update on Approved State Highway Projects

Budgetary and Fiscal Impact: The Court has the following options to fund the \$2.623 million payment for Loop 1:

- Coordinate with County Attorney's Office, PBO and Bond Counsel to determine if any of the \$21.361 million of unspent 1997-2001 State Highway bond funds is an eligible source
- Authorize the full \$2.623 million as a part of the FY 2012 certificates of obligation issuance
- Identify other County funding as recommended by PBO


Required Authorizations: Planning and Budget Office, County Attorney's Office, Auditor's Office

Exhibits: Status report for State Highway projects, final cost statements and funding agreements for SH 45, SH 130 and Loop 1.

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

DWJ:SMM:dwj

Attachments

cc: Hannah York, Auditor's Office
 Jessica Rio, PBO
William Derryberry, PBO
Cynthia McDonald, TNR
Greg Chico, TNR
Donna Williams-Jones, TNR

TRAVIS COUNTY - TNR

SUMMARY OF FUNDING for STATE HIGHWAY PROJECTS

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\CIP INVOICE SUMMARIES\State Highway Projects\State Highway Project Funding Summary_Apr 2011.xls)By Funding Source

Funding Source	Project	Authorized	Issued	Spent	Authorization Remaining	Funds On Hold	Savings	Comments
1997 Bonds	SH 130	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ -	
1997 Bonds	SH 45	\$ 3,525,000	\$ 3,525,000	\$ 2,870,818	\$ 654,182	\$ -	\$ 654,182	
2000 Bonds	SH 130	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	\$ -	\$ -	
2000 Bonds	SH 45	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	
2000 Bonds	Loop 1 North	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ -	
2000 Bonds	Hwy 290 West	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	Earmarked for joint City, TX DoT, County intersection improvement project at the 'Y' in Oak Hill
2001 Bonds	SH 130	\$ 66,000,000	\$ 66,000,000	\$ 66,000,000	\$ -	\$ -	\$ -	
2001 Bonds	SH 45	\$ 32,000,000	\$ 32,000,000	\$ 13,992,568	\$ 18,007,432	\$ -	\$ 18,007,432	
2001 Bonds	FM 1826	\$ 750,000	\$ 750,000	\$ 50,000	\$ 700,000	\$ -	\$ 700,000	
Total Nov 1997 to Nov 2001		\$ 134,275,000	\$ 132,275,000	\$ 110,913,386	\$ 23,361,614	\$ 2,000,000	\$ 21,361,614	
2005 Bonds	FM 2244	\$ 455,000	\$ 455,000	\$ 452,647	\$ 2,353	\$ 2,353	\$ -	
2005 Bonds	FM 1826	\$ 50,000	\$ 50,000	\$ 602	\$ 49,398	\$ -	\$ 49,398	Cannot use these savings until all of the 2005 bond projects are complete
2005 Bonds	FM 1431	\$ 240,000	\$ 240,000	\$ 1,204	\$ 238,796	\$ 238,796	\$ -	
2005 Bonds	FM 1626	\$ 160,000	\$ 160,000	\$ 602	\$ 159,398	\$ 159,398	\$ -	
Total 2005 Bonds		\$ 905,000	\$ 905,000	\$ 455,055	\$ 449,945	\$ 400,547	\$ 49,398	
2001 CO Bonds	Loop 1 North	\$ 1,793,000	\$ 1,793,000	\$ 1,793,000	\$ -	\$ -	\$ -	
2003 CO Bonds	Loop 1 North	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	
2007 CO Bonds	FM 1626	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	\$ -	
Total CO Bonds		\$ 2,393,000	\$ 2,393,000	\$ 2,293,000	\$ 100,000	\$ 100,000	\$ -	
Grant-Cap Metro	Loop 1 North	\$ 707,000	\$ 707,000	\$ 707,000	\$ -	\$ -	\$ -	
Total Grants		\$ 707,000.00	\$ 707,000.00	\$ 707,000.00	\$ -	\$ -	\$ -	

Overall Totals \$ 138,280,000 \$ 136,280,000 \$ 114,368,441 \$ 23,911,559 \$ 2,500,547 \$ 21,411,012

Unfunded	Loop 1 North	\$ -	\$ -	\$ 2,623,210	\$ (2,623,210)	\$ -	\$ (2,623,210)	Researching alternative funding sources to cover this payment request from TX DoT
Total Unfunded		\$ -	\$ -	\$ 2,623,210	\$ (2,623,210)	\$ -	\$ (2,623,210)	

TRAVIS COUNTY - TNR **SUMMARY OF FUNDING for STATE HIGHWAY PROJECTS**

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\CIP INVOICE SUMMARIES\State Highway Projects\State Highway Project Funding Summary_Apr 2011.xls\By Project

SH 130						
	Authorized	Issued	Spent*	Unspent Funds	Funds to Issue	Status
1997 Bonds	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	Project Complete
2000 Bonds	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ -	\$ -	**
2001 Bonds	\$ 66,000,000	\$ 66,000,000	\$ 66,000,000	\$ -	\$ -	**
Total	\$ 90,000,000	\$ 90,000,000	\$ 90,000,000	\$ -	\$ -	

*Paid on check #585091 per interlocal agreement approved by Comm. Court on 4/30/02

SH 45						
	Authorized	Issued	Spent	Unspent Funds	Funds to Issue	Status
1997 Bonds*	\$ 3,525,000	\$ 3,525,000	\$ 2,870,818	\$ 654,182	\$ -	Project Complete
2000 Bonds	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	**
2001 Bonds**	\$ 32,000,000	\$ 32,000,000	\$ 13,992,568	\$ 18,007,432	\$ -	**
Total	\$ 37,525,000	\$ 37,525,000	\$ 16,863,386	\$ 20,661,614	\$ -	

*Represents right of way purchased by Travis County for southwest section (IH35 - Circle C).
Purchased in State's name not Travis County.

**Paid \$9,100,000 to State on check #586880 per interlocal agreement approved by Comm. Court on 4/30/02
Paid \$10,000,000 to State on check #656831 per interlocal agreement approved by Comm. Court on 4/30/02
\$100,000 paid for issuance costs
Received \$5,207,432.05 refund from TX DOT (Treasurer Office deposit warrant 270310)

*For SH45 1997 Bond Funds \$654,182 is in Fund 444
For SH45 2000 Bond Funds \$1,430,000 is in Fund 461 and \$570,000 is in Fund 463
For SH45 2001 Bond Funds \$18,007,432 is in Fund 465

MOPAC EXTENSION - LOOP 1 NORTH						
	Authorized	Issued	Spent*	Unspent Funds	Funds to Issue	Status
2000 Bonds						Project Complete-TX DoT has requested additional funds
Fund 457	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	
2001 CO Funds						**
Fund 457	\$ 1,793,000	\$ 1,793,000	\$ 1,793,000	\$ -	\$ -	
2003 CO Funds	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	**
Cap. Metro Grant	\$ 707,000	\$ 707,000	\$ 707,000	\$ -	\$ -	**
Unfunded	\$ -	\$ -	\$ 2,623,210	\$ (2,623,210)	\$ -	**
Total	\$ 7,000,000	\$ 7,000,000	\$ 9,623,210	\$ (2,623,210)	\$ -	

*Paid \$6,500,000 on check #582298 per interlocal agreement approved by Comm. Court on 4/30/02
Paid \$500,000 on check #624986 per interlocal agreement approved by Comm. Court on 4/30/02
Received notice in September 2010 that additional \$2.623 million is due to State for Loop 1
this request must be settled by April 2012 per Attachment "A" Sec. C.1.a of the related agreement

OTHER HIGHWAY PROJECTS						
Project	Authorized	Issued	Spent	Unspent Funds	Funds to Issue	Status
2000 Bonds						Have gotten approval to use on 290 for improvements at intersections on
Hwy 290 West	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	
2001 Bonds						Project Complete
FM 1826	\$ 750,000	\$ 750,000	\$ 50,000	\$ 700,000	\$ -	
2005 Bonds						Project Complete
FM 2244**	\$ 455,000	\$ 455,000	\$ 452,647	\$ 2,353	\$ -	
2005 Bonds						Project Complete
FM 1826	\$ 50,000	\$ 50,000	\$ 602	\$ 49,398	\$ -	
2005 Bonds						Project Complete
FM 1431	\$ 240,000	\$ 240,000	\$ 1,204	\$ 238,796	\$ -	
2005 Bonds						Project Complete
FM 1626	\$ 160,000	\$ 160,000	\$ 602	\$ 159,398	\$ -	
2007 COs						Project Complete
FM 1626	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	
Total	\$ 3,755,000	\$ 1,755,000	\$ 505,055	\$ 1,249,945	\$ 2,000,000	

For FM 1826 2001 Bond Funds \$700,000 is in Fund 508
For FM 2244 2005 Bond Funds \$74,099 is in Fund 473
For FM 1826, FM 1431 and FM 1626 2005 Bond Funds (49,398; 238,796; 159,398) can use Fund 512
For 2007 CO Bond Funds \$100,000 is in Fund 506

**Approved to use up to \$130,000 of savings from the Reimers Peacock Design project for final parcel
on FM 2244. Both FM 2244 and Reimers Peacock are approved projects in the 2005 Bond Order
Sec 5 (a) Pct 3.

Travis County Accounting

Central Texas Turnpike Project

Effective July 2010

Actual to Date

**Total

Element	*Contribution	Expenditures	Travis Portion	Travis Balance	Comment
SH130	\$ 90,000,000.00	\$ 166,457,719.29	\$ 90,000,000.00	\$ -	
SH 45 (ROW plus Utilities)	\$ 19,100,000.00	\$ 14,861,984.14	\$ 13,892,567.95	\$ 5,207,432.05	
LOOP 1 (ROW plus Utilities) @ 50% of total	\$ 6,028,410.71	\$ 19,626,462.22	\$ 9,623,210.36	\$ (3,594,799.65)	
Actual Total Costs to Travis			\$ 113,515,778.31		

Estimated Project Total

Total

Element	*Contribution	Expenditures	Travis Portion	Travis Balance	Comment
SH130	\$ 90,000,000.00	\$ 166,457,719.29	\$ 90,000,000.00	\$ -	
SH 45 (ROW plus Utilities)	\$ 19,100,000.00	\$ 14,861,984.14	\$ 13,892,567.95	\$ 5,207,432.05	
LOOP 1 (ROW plus Utilities) @ 50% of total	\$ 7,000,000.00	\$ 19,626,462.22	\$ 9,623,210.36	\$ (2,623,210.36)	
Total Estimated Costs to Travis			\$ 113,515,778.31		

*Travis County has contributed 100% of their initial obligation. In accordance to the funding agreement, Travis is liable for the cost overrun in LP 1.

**Total costs includes Local and TxDOT.



CODE

9125

RECEIVED

SEP 09 2010

TNR

Texas Department of Transportation

P.O. Box 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

September 1, 2010

Mr. Joe Gieselman
Executive Manager
Travis County
P. O. Box 1748
Austin, Texas 78767-1747

Re: Central Texas Turnpike Project
SH 45

Dear Mr. Gieselman:

In accordance with the Advanced Funding Agreement entered into by the State and Travis County for right of way acquisition for the above referenced project, we are furnishing a Final Statement of Cost outlining all expenditures incurred on the project.

The cost statement indicates a refund is due to Travis County in the amount of \$5,207,432.05. Pending final approval from the Finance Division, a warrant will be issued.

Should you have any questions, you may contact James Bartsch at (512) 832-7025.

Sincerely,

Carlos A. Lopez, P.E.
Austin District Engineer

cc: R. L. Stuard, P.E., Deputy District Engineer, Austin District, TxDOT
Diana Gittinger
Silvia Morales

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

Equal Opportunity Employer

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
SH 45							
CSJ 0683-06-013T							
8/16/2002	Travis County	Ck# 586880	n/a		\$ 9,100,000.00	\$	9,100,000.00
3/26/2003	Travis County Clerk		223	90865		\$ 35.00	\$ 9,099,965.00
4/8/2003	Richard Yates & Karen Yates/First American Title		224	90865		\$ 241,327.00	\$ 8,858,638.00
4/11/2003	Kenneth Deck & Hazel Deck/First American Title		225	90865		\$ 265,758.00	\$ 8,592,880.00
5/1/2003	Austin-Mokan Assoc/First American Title		219	90865		\$ 18,976.88	\$ 8,573,903.12
5/5/2003	Travis County Clerk, Probate Court #1		222/222DE	90865		\$ 55.00	\$ 8,573,848.12
5/13/2003	Theodor Timmerman, Marlene Timmerman, etc/First American Title		228	90865		\$ 730,000.00	\$ 7,843,848.12
5/13/2003	Theodor Timmerman, Marlene Timmerman, etc/First American Title		229	90865		\$ 450,000.00	\$ 7,393,848.12
5/23/2003	James and Michelle Allen		226	90865		\$ 125.00	\$ 7,393,723.12
5/27/2003	Travis County Clerk		221/221DE/221CE Pts. 1, 2 & 3	90865		\$ 55.00	\$ 7,393,668.12
5/27/2003	Travis County Clerk, Recording Div.		226	90865		\$ 55.00	\$ 7,393,613.12
6/6/2003	C. Hardin Camp, Amy Camp/First American Title		226	90865		\$ 548,298.00	\$ 6,845,315.12
6/17/2003	Bank of America		226	90865		\$ 150.00	\$ 6,845,165.12
6/23/2003	Tim's Acres/First American Title		222/222DE	90865		\$ 1,184,749.00	\$ 5,660,416.12
6/24/2003	Travis County Clerk, Probate Court #1		223	90865		\$ 155.00	\$ 5,660,261.12
6/24/2003	First American Title		225	90865		\$ 2,068.67	\$ 5,658,192.45
7/10/2003	First American Title		219	90865		\$ 166.94	\$ 5,658,025.51
7/7/2003	Kenneth Deck dba Deck Construction Company		225	90865		\$ 20,265.00	\$ 5,637,760.51
7/10/2003	Justin and Annette Greenhalgh		226	90865		\$ 65.00	\$ 5,637,695.51
7/16/2003	Williamson County Court at Law No. Two		213	90865		\$ 140,250.00	\$ 5,497,445.51
7/16/2003	Williamson County Clerk		213	90865		\$ 420.75	\$ 5,497,024.76
7/16/2003	Gerald Wilke, Trustee/First American Title		227	90865		\$ 600,000.00	\$ 4,897,024.76
7/24/2003	Travis County Clerk, Probate Court #1		222/222DE	90865		\$ 784,651.00	\$ 4,112,373.76
7/24/2003	Clerk of the Probate Court No. 1, Travis County		222/222DE	90865		\$ 1,950.00	\$ 4,110,423.76
7/24/2003	Benitez Construction Inc.		226	90865		\$ 11,000.00	\$ 4,099,423.76
7/24/2003	John K. Kuss		226 (T-22)	90865		\$ 215.00	\$ 4,099,208.76
7/24/2003	Charles Hardin Camp II & Amy Camp		226 (Residence #1)	90865		\$ 2,749.42	\$ 4,096,459.34
8/1/2003	HPN Development, Inc./First American Title		223	90865		\$ 346,640.00	\$ 3,749,819.34
8/1/2003	John Lloyd, Trustee, First United Corporation/First American Title		221/221DE/221CE	90865		\$ 1,764,097.00	\$ 1,985,722.34
8/21/2003	AcuScribe Court Reports		213	90865		\$ 44.41	\$ 1,985,677.93
8/21/2003	AcuScribe Court Reports		222/222DE	90865		\$ 200.00	\$ 1,985,477.93

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTPP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
8/22/2003	Burchum Environmental Services		226	90865		\$ 626.52	\$ 1,984,851.41
	Mitchell Wong, MD, Rose T Wong/First American						
9/5/2003	Title		215	90865		\$ 273,691.00	\$ 1,711,160.41
9/5/2003	Bill Turner		226	90865		\$ 340.00	\$ 1,710,820.41
9/5/2003	Maria Rosales		226	90865		\$ 530.00	\$ 1,710,290.41
9/5/2003	Richard & Karen Yates		224	90865		\$ 70.00	\$ 1,710,220.41
9/5/2003	Richard & Karen Yates		224	90865		\$ 1,250.00	\$ 1,708,970.41
9/5/2003	Richard & Karen Yates		224	90865		\$ 5,761.54	\$ 1,703,208.87
9/5/2003	Charles Hardin Camp II & Amy Camp		226	90865		\$ 1,650.00	\$ 1,701,558.87
9/11/2003	Fred Richards		226 T-32	90865		\$ 65.00	\$ 1,701,493.87
9/11/2003	John Campbell		226 T-32	90865		\$ 150.00	\$ 1,701,343.87
9/16/2003	First American Title		228	90865		\$ 4,807.67	\$ 1,696,536.20
9/16/2003	First American Title		229	90865		\$ 3,168.67	\$ 1,693,367.53
9/16/2003	Camp Excavation and Contracting, Inc.		226	90865		\$ 23,243.00	\$ 1,670,124.53
9/16/2003	First American Title		226	90865		\$ 3,763.67	\$ 1,666,360.86
9/16/2003	Austin Camp		226	90865		\$ 950.00	\$ 1,665,410.86
9/16/2003	Lonnie Wilson		226	90865		\$ 300.00	\$ 1,665,110.86
9/16/2003	Jerry Wahrmond		226 T-34	90865		\$ 215.00	\$ 1,664,895.86
9/16/2003	Martin Schubert		226 T-42	90865		\$ 150.00	\$ 1,664,745.86
9/24/2003	Willie Wesson		226 T-44	90865		\$ 65.00	\$ 1,664,680.86
9/24/2003	Steve Watson		226 T-35	90865		\$ 65.00	\$ 1,664,615.86
9/24/2003	Mike Hamer		226 T-17	90865		\$ 65.00	\$ 1,664,550.86
			221/221DE/221CE				
9/24/2003	AcuScribe Court Reporters		Pts. 1, 2 & 3	90865		\$ 100.00	\$ 1,664,450.86
9/26/2003	Hardin Camp/DBA Camp Storage		226T-24	90865		\$ 405.00	\$ 1,664,045.86
9/26/2003	Fred Lindemann dba Ace Installation		226T-2	90865		\$ 595.00	\$ 1,663,450.86
9/26/2003	Champions the Official Moving Co, Inc		226	90865		\$ 150.00	\$ 1,663,300.86
9/26/2003	Hardin Camp/DBA Camp Storage		226T-11	90865		\$ 65.00	\$ 1,663,235.86
9/26/2003	Warren Stephens		226T-43	90865		\$ 150.00	\$ 1,663,085.86
9/26/2003	John and Patsy Young		226T-39	90865		\$ 150.00	\$ 1,662,935.86
9/26/2003	Johathan Gray		226T-15	90865		\$ 65.00	\$ 1,662,870.86
9/26/2003	Sean Hanseler		226T-18	90865		\$ 65.00	\$ 1,662,805.86
9/26/2003	H.L Chapman Pipeline Construction, Inc		226T-2	90865		\$ 175.00	\$ 1,662,630.86
9/26/2003	Austin Camp		226	90865		\$ 181.41	\$ 1,662,449.45
9/29/2003	R&L Transfer & Storage Co, Inc.		226	90865		\$ 120.00	\$ 1,662,329.45
10/6/2003	Austin Camp		226	90865		\$ 24,756.00	\$ 1,637,573.45
			221/221DE/221CE				
10/6/2003	Clerk of the Probate Court No. 1, Travis County		Pts. 1, 2 & 3	90865		\$ 4,500.00	\$ 1,633,073.45
10/9/2003	Hardin Camp/DBA Camp Storage		226T-26	90865		\$ 65.00	\$ 1,633,008.45
10/9/2003	Julie Lawler		226	90865		\$ 150.00	\$ 1,632,858.45
10/9/2003	All Points Moving & Storage Co., Inc.		226	90865		\$ 150.00	\$ 1,632,708.45
10/9/2003	Cheryl Lyman		226T-25	90865		\$ 150.00	\$ 1,632,558.45
10/9/2003	Hardin Camp/DBA Camp Storage		226T-19	90865		\$ 65.00	\$ 1,632,493.45

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTP Accounting

by Element and Date
Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
10/9/2003	Hardin Camp/DBA Camp Storage		226T-28	90865		\$ 65.00	\$ 1,632,428.45
10/20/2003	Robert Fields		226T-13	90865		\$ 150.00	\$ 1,632,278.45
10/20/2003	Terry Gibbs		226	90865		\$ 350.00	\$ 1,631,928.45
			221,221DE, 221CE,				
10/23/2003	AcuScribe Court Reporters		Pts 1-3	90865		\$ 337.50	\$ 1,631,590.95
10/27/2003	Inez Whitener		226T36	90865		\$ 150.00	\$ 1,631,440.95
10/27/2003	G. W. Arnold		226T 45	90865		\$ 340.00	\$ 1,631,100.95
10/27/2003	Jeremey Gold dba Gold Equipment Company		226	90865		\$ 5,442.00	\$ 1,625,658.95
10/31/2003	Michael Anderson		226T5	90865		\$ 65.00	\$ 1,625,593.95
10/31/2003	Kelly Callahan		226T8	90865		\$ 150.00	\$ 1,625,443.95
10/31/2003	Asset Property Service		226	90865		\$ 18,670.00	\$ 1,606,773.95
11/5/2003	Gilbert Elizondo		226T12	90865		\$ 65.00	\$ 1,606,708.95
			221, 221DE, 221CE				
11/5/2003	Clerk of the Probate Court No. 1, Travis County		pts 1-3	90865		\$ 416.00	\$ 1,606,292.95
11/14/2003	Jim McLean		226T27	90865		\$ 150.00	\$ 1,606,142.95
11/24/2003	Terry Gibbs		226	90865		\$ 8,190.00	\$ 1,597,952.95
			221, 221DE, 221CE				
12/4/2003	Travis County Court		pts 1-3	90865		\$ 2,499,503.00	\$ (901,550.05)
12/5/2003	Benitez Construction Inc		226	90865		\$ 23,874.36	\$ (925,424.41)
12/15/2003	Hays City Corporation dba Tex-Con Oil Co		226	90865		\$ 9,038.88	\$ (934,463.29)
12/22/2003	Edgar Machinery Corporation		226	90865		\$ 52,742.02	\$ (987,205.31)
12/22/2003	Camp Excavation and Contracting, Inc.		226	90865		\$ 10,000.00	\$ (997,205.31)
12/22/2003	First American Title Insurance Company of Texas		215	90865		\$ 1,807.79	\$ (999,013.10)
12/29/2003	First American Title Insurance Company of Texas		227	90865		\$ 4,030.67	\$ (1,003,043.77)
			221, 221D, 221CE,				
1/14/2004	AcuScribe Court Reporters		pts. 1-3	90865		\$ 1,294.20	\$ (1,004,337.97)
1/30/2004	Benetiz Construction Inc		226	90865		\$ 88,709.55	\$ (1,093,047.52)

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
2/20/2004	Richard Z Rady and Agatha D Rady Co-Trustees		220	90865		\$ 449,718.60	\$ (1,542,766.12)
3/15/2004	Travis County Clerk of the Probate Court 1		223	90865		\$ 2,100.00	\$ (1,544,866.12)
3/15/2004	Camp Excavation and Contracting, Inc.		226	90865		\$ 45,714.36	\$ (1,590,580.48)
3/18/2004	Travis County Clerk		223	90865		\$ 853,360.00	\$ (2,443,940.48)
3/31/2004	Clerk of the Probate Court No. 1, Travis County		223	90865		\$ 61.00	\$ (2,444,001.48)
3/31/2004	AcuScribe Court Reporters		223 pts 1 & 2	90865		\$ 250.00	\$ (2,444,251.48)
							\$ (2,455,156.48)
4/22/2004	Travis County Clerk		220	90865		\$ 13.80	\$ (2,455,170.28)
4/22/2004	Travis County Clerk of the Probate Court 1		220	90865		\$ 1,518.00	\$ (2,456,688.28)
4/22/2004	AcuScribe		220	90865		\$ 149.50	\$ (2,456,837.78)
4/22/2004	Travis County Clerk of the Probate Court 1		220	90865		\$ 782,258.89	\$ (3,239,096.67)
5/6/2004	Travis County Treasurer	ck #656831			\$ 10,000,000.00		\$ 6,760,903.33
4/28/2004	Travis County Clerk of the Probate Court 1		220	90865		\$ 168.36	\$ 6,760,734.97
5/4/2004	AcuScribe Court Reporters		213	90865		\$ 561.00	\$ 6,760,173.97
5/4/2004	First American Title Insurance Company		224	90865		\$ 1,933.67	\$ 6,758,240.30
5/18/2004	AcuScribe Court Reporters		223, 1 & 2	90865		\$ 1,075.00	\$ 6,757,165.30
6/7/2004	Travis County Clerk of the Probate Court 1		220	90865		\$ 1,518.00	\$ 6,755,647.30
7/1/2004	Transfer to utility CSJ 0683-07-006			90865	\$ (686,482.65)		\$ 6,069,164.65
10/19/2004	AcuScribe Court Reporters		220	90865		\$ 576.15	\$ 6,068,588.50
1/7/2005	TXU Electric Delivery		TTA-U-50	90865		\$ 145,760.54	\$ 5,922,827.96
1/28/2005	Manville Water Supply Corp.		TTA-U-59	90865		\$ 21,786.53	\$ 5,901,041.43
2/15/2005	Michael J Schless, P.C.		213	90865		\$ 330.00	\$ 5,900,711.43
2/15/2005	Williamson County Clerk		213	90865		\$ 192,500.00	\$ 5,708,211.43
3/1/2005	TXU Electric Delivery		TTA-U-0050	90865		\$ 16,195.62	\$ 5,692,015.81
3/10/2005	Manville Water Supply Corp.		TTA-U-59	90865		\$ 2,348.72	\$ 5,689,667.09
5/5/2005	SBC		TTA-U-60	90865		\$ 209,927.75	\$ 5,479,739.34
11/3/2005	SBC		TTA-U-60	90865		\$ 27,255.67	\$ 5,452,483.67
4/6/2006	First American Title Insurance Company		213	90865		\$ 3,745.50	\$ 5,448,738.17
4/6/2006	SBC		TTA-U-60	90865		\$ 26,353.71	\$ 5,422,384.46
8/4/2006	Michael J Schless, P.C.		220	90865		\$ 552.00	\$ 5,421,832.46
8/18/2006	Michael J Schless, P.C.		220	90865		\$ 552.00	\$ 5,421,280.46
9/15/2006	SBC/AT&T		TTA-U-60	90865		\$ 19,001.95	\$ 5,402,278.51
2/14/2007	Manville Water Supply Corp.		TTA-U-59	90865		\$ 6,033.81	\$ 5,396,244.70
3/30/2007	Travis County Clerk		222	90865		\$ 40.00	\$ 5,396,204.70
3/30/2007	Travis County Clerk		222	90865		\$ 76.00	\$ 5,396,128.70
4/2/2007	Tim Acres, LTD		222/222DE	90865		\$ 1,093,255.00	\$ 4,302,873.70
5/1/2007	AcuScribe Court Reporters		222/222DE	90865		\$ 832.00	\$ 4,302,041.70
5/23/2007	Travis County Clerk		220	90865		\$ 29.44	\$ 4,302,012.26
5/23/2007	Travis County Clerk		220	90865		\$ 55.20	\$ 4,301,957.06
5/23/2007	Richard Z Rady & Agatha O Rady		220	90865		\$ 506,000.00	\$ 3,795,957.06

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27"10

CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
10/1/2007	Travis County Clerk		223	90865		\$ 38.00	\$ 3,795,919.06
10/1/2007	Travis County Clerk		223	90865		\$ 72.00	\$ 3,795,847.06
11/13/2007	First American Title Insurance Company		223	90865		\$ 6,528.00	\$ 3,789,319.06
12/10/2007	First American Title Insurance Company		220	90865		\$ 8,631.44	\$ 3,780,687.62
12/10/2007	First American Title Insurance Company		222	90865		\$ 14,705.00	\$ 3,765,982.62
2/28/2008	Travis County Clerk		221	90865		\$ 144.00	\$ 3,765,838.62
4/11/2008	First American Title Insurance Company		221	90865		\$ 19,977.00	\$ 3,745,861.62
10/9/2008	JV212 from 0683-06-011S		213	90865		\$ 272,250.00	\$ 3,473,611.62
10/9/2008	JV212 to 0683-06-011S		213	90865		\$ (181.50)	\$ 3,473,793.12
10/9/2008	JV212 to 0683-06-011S		213	90865		\$ (105,875.00)	\$ 3,579,668.12
10/9/2008	JV212 from 0683-06-011S		215	90865		\$ 15,057.20	\$ 3,564,610.92
3/29/2010	Adjustment			90865		\$ (776.52)	\$ 3,565,387.44
7/2/2010	JV212 to 0683-06-013P		220	90865		\$ (29.44)	\$ 3,565,416.88
7/2/2010	JV212 to 0683-06-013P		220	90865		\$ (55.20)	\$ 3,565,472.08
7/3/2010	JV212 to 0683-06-013P		220	90865		\$ (506,000.00)	\$ 4,071,472.08
7/4/2010	JV212 to 0683-06-013P		220	90865		\$ (8,631.44)	\$ 4,080,103.52
7/5/2010	JV212 to 0683-06-013P		221	90865		\$ (144.00)	\$ 4,080,247.52
7/6/2010	JV212 to 0683-06-013P		221	90865		\$ (19,977.00)	\$ 4,100,224.52
7/7/2010	JV212 to 0683-06-013P		222	90865		\$ (40.00)	\$ 4,100,264.52
7/8/2010	JV212 to 0683-06-013P		222	90865		\$ (76.00)	\$ 4,100,340.52
7/9/2010	JV212 to 0683-06-013P		222	90865		\$ (14,705.00)	\$ 4,115,045.52
7/10/2010	JV212 to 0683-06-013P		222/222DE	90865		\$ (1,093,255.00)	\$ 5,208,300.52
7/11/2010	JV212 to 0683-06-013P		222/222DE	90865		\$ (832.00)	\$ 5,209,132.52
7/12/2010	JV212 to 0683-06-013P		223	90865		\$ (38.00)	\$ 5,209,170.52
7/13/2010	JV212 to 0683-06-013P		223	90865		\$ (72.00)	\$ 5,209,242.52
7/14/2010	JV212 to 0683-06-013P		223	90865		\$ (6,528.00)	\$ 5,215,770.52

Totals: \$18,413,517.35 XXXXXXXXXX \$ 5,215,770.52

0.00 ±

13,197,746.83 +
 674,821.12 +
 20,000.00 +
 13,892,567.95 ±

Updated 7/2/10
 Info TX DoT_SH130_SH45_Loop1_07'27"10
 CTPP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
SH 45 Utilities							
CSJ 0683-07-006							
9/1/2004	Travis County (utilities) xfer from 0683-07-013T	n/a	Trustee	90865	\$ 686,482.65	\$	686,482.65
9/1/2004	Travis County Utilities less 4% retainage	305	Trustee	90865		\$ 282,409.25	\$ 404,073.40
10/5/2004	Travis County Utilities less 4% retainage	321	Trustee	90865		\$ 138,908.64	\$ 265,164.76
11/3/2004	Travis County Utilities less 4% retainage	338	Trustee	90865		\$ 60,486.53	\$ 204,678.23
12/7/2004	Travis County Utilities less 4% retainage	355	Trustee	90865		\$ 92,090.11	\$ 112,588.12
1/5/2005	Travis County Utilities less 4% retainage	367	Trustee	90865		\$ 16,352.16	\$ 96,235.96
2/1/2005	Travis County Utilities less 4% retainage	378	Trustee	90865		\$ 14,906.40	\$ 81,329.56
3/3/2005	Travis County Utilities less 4% retainage	393	Trustee	90865		\$ 4,926.72	\$ 76,402.84
5/2/2005	Travis County Utilities less 4% retainage	423	Trustee	90865		\$ 1,589.76	\$ 74,813.08
6/2/2005	Travis County Utilities less 4% retainage	434	Trustee	90865		\$ 1,781.76	\$ 73,031.32
7/1/2005	Travis County Utilities less 4% retainage	450	Trustee	90865		\$ 768.00	\$ 72,263.32
8/2/2005	Travis County Utilities less 4% retainage	467	Trustee	90865		\$ 40,424.88	\$ 31,838.44
1/3/2006	Travis County Utilities less 4% retainage	547	Trustee	90865		\$ 364.80	\$ 31,473.64
2/2/2006	Travis County Utilities less 4% retainage	565	Trustee	90865		\$ 8,263.72	\$ 23,209.92
11/6/2006	Travis County Utilities less 4% retainage	698	Trustee	90865		\$ 5,846.40	\$ 17,363.52
8/7/2008	Travis County Utilities less 4% retainage	698	Trustee	90865		\$ (3,999.21)	\$ 21,362.73
2/14/2009	Retainage					\$ 9,761.20	\$ 11,661.53
					Totals: \$ 686,482.65		11,661.53

SH 45 Section 6

PROJECT

TTA 2002 (252)

CON1068307006

CATEGORY

0001

DESC UTILITIES - TRAVIS COUNTY

LINE	ITEM	SP	DESCRIPTION
NBR	CODE	NBR	
2276	96080525	000	UNIQUE CHANGE ORDER ITEM 25
			CO # 21 Additional Power, Telephone, & Data Port Loc. (LS)
2605	04020501	000	TRENCH EXCAV PROTECTION
2615	59680504	000	JACK OR BORE PIPE (STL ENCASE)(24 IN)
2620	59680506	000	ENCASEMENT PIPE (12 IN)
2625	59680509	000	ENCASEMENT PIPE (24 IN)
2630	59680515	000	PIPE (12 IN PVC)
2631	59680515	000	PIPE (12 IN PVC)
			CO # 19 Over 125% New Unit Price
2635	59680525	000	FIRE HYDRANT/DRAIN VALVE ASSEMBLY
2640	59680540	000	WET CONNECTION (12 IN X 12 IN)
2645	59680542	000	CAST IRON OR DUCTILE IRON FITTINGS(DI)
2650	59680544	000	ENCASEMENT PIPE (20 IN)
2660	59680584	000	VALVE (RESILIENT SEATED GATE)(12 IN)
2665	59680585	000	VALVE (RESILIENT SEATED GATE)(16 IN)
2670	59680623	000	PIPE (6 IN PVC)
2671	59680623	000	PIPE (6 IN PVC)
			CO # 19 Over 125% New Unit Price
2675	59680627	000	PIPE (16 IN DI)(CL 350)
2680	59680643	000	VALVE (RESILIENT SEATED GATE)(8 IN)
2685	59680656	000	VALVE (COMB AIR/VAC RELEASE)(2 IN)
2690	59680664	000	VALVE (BLOW OFF/DRAIN) (2 IN)
2695	59680655	000	VALVE (RESILIENT SEATED GATE) (3 IN)
2700	59680666	000	VALVE (RESILIENT SEATED GATE) (6 IN)
2705	59680667	000	WET CONNECTION (3 IN X 3 IN)
2710	59680668	000	WATER METER W/ BOX (3/4 IN)

UNIT	UNIT
	PRICE
DOL	8,608.040
LF	0.500
LF	420.000
LF	58.000
LF	134.000
LF	28.000
LF	44.000
EA	2,300.000
EA	2,000.000
TON	2,800.000
LF	86.000
EA	1,200.000
EA	3,300.000
LF	25.000
LF	44.000
LF	50.000
EA	740.000
EA	800.000
EA	1,000.000
EA	380.000
EA	540.000
EA	1,000.000
EA	520.000

BID	NET CO	QTY PAID	AMOUNT
QUANTITY	QUANTITY	TO DATE	\$
0.000	1.000	1.00	\$ 8,608.04
0.000	7,238.000	9,722.00	\$ 4,861.00
0.000	116.000	116.00	\$ 48,720.00
0.000	337.000	337.00	\$ 19,546.00
0.000	200.000	201.00	\$ 26,934.00
0.000	1,091.250	1,091.25	\$ 30,555.00
0.000	1,261.750	1,261.75	\$ 55,517.00
0.000	2.000	3.00	\$ 6,900.00
0.000	3.000	3.00	\$ 8,000.00
0.000	3.320	5.50	\$ 15,402.80
0.000	803.000	803.00	\$ 69,058.00
0.000	5.000	9.00	\$ 10,800.00
0.000	7.000	7.00	\$ 23,100.00
0.000	1,446.250	1,446.25	\$ 36,156.25
0.000	1,153.750	1,153.75	\$ 50,765.00
0.000	5,208.000	5,208.00	\$ 260,400.00
0.000	4.000	6.00	\$ 4,440.00
0.000	5.000	5.00	\$ 4,000.00
0.000	1.000	1.00	\$ 1,000.00
0.000	2.000	2.00	\$ 760.00
0.000	4.000	7.00	\$ 3,780.00
0.000	2.000	2.00	\$ 2,000.00
0.000	6.000	7.00	\$ 3,640.00

Category Subtotal \$ 692,943.09

Retainage	\$ 9,701.20
Actual payments TD	\$ 665,119.92
Category Subtotal	\$ 674,821.12
Diff:	\$ 692,943.09
	(18,121.97)

Loop 1 Section 1&2

Travis County
SH45N/Loop 1
ROW and Utility
Cost Estimate
Effective
July 2010

SH45N ROW					
Hwy/Section	Parcel Number	Current Travis Estimate Remaining	Allocation*	Allocation %	Current Travis Estimate (Total)
06 - Section 6	Parcel 226	\$20,000			\$897,009.19
	SH45 ROW Estimated:	\$20,000			\$897,009

APRIL 30, 2002 – VOTING SESSION

13

14. APPROVE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT FOR STATE HIGHWAY 45 NORTH (SH 45N). (COMMISSIONER SONLEITNER) (9:57 AM) (11:29 AM) (12:23 PM) (1:50 PM)

Clerk's Note: Items 13, 14, and 15 are associated with one another and were called for concurrent discussion.

Members of the Court agreed to consider one Motion for Items 13, 14, and 15. Please refer to Item 13 for a summary of the Court's Motion and Vote.

15. APPROVE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT FOR STATE HIGHWAY 130 (SH 130). (JUDGE BISCOE) (9:57 AM) (11:29 AM) (12:23 PM) (1:50 PM)

Clerk's Note: Items 13, 14, and 15 are associated with one another and were called for concurrent discussion.

Members of the Court agreed to consider one Motion for Items 13, 14, and 15. Please refer to Item 13 for a summary of the Court's Motion and Vote.

16. APPROVE CONTRACT AMENDMENT WITH THE CLEAN AIR FORCE FOR PUBLIC EDUCATION FUNDING PREVIOUSLY AUTHORIZED BY COURT. (10:45 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Scheleen Walker, TNR.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the contract amendment.

Motion carried:

County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Karen Sonleitner	yes
Precinct 3, Commissioner Margaret Moore	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

COUNTY: Williamson and Travis
HIGHWAY: SH 45 ✓
LIMITS: From the Williamson/ Travis County
Line at High Country Boulevard to
Station 798+00

**FUNDING AGREEMENT WITH TRAVIS COUNTY FOR
RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT SH 45**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Turnpike Authority ("TTA"), a division of the Texas Department of Transportation ("Department"), hereinafter called the "State", and Travis County ("the County"), collectively referred to as "the Parties," each acting by and through its duly authorized officials.

WITNESSETH

WHEREAS, the Texas Transportation Code authorizes the State to layout, construct, maintain, and operate a system of streets, roads, highways and turnpikes that comprise the State Highway System; and,

WHEREAS, TTA plans to construct State Highway 45, to be a controlled access highway from a point west of the intersection of existing US Highway 183 and the proposed SH 45, on the west, to the Centerline Highway Station 798 of proposed S H 45, near F M 685 and the proposed SH 130, on the east, hereinafter called the "Project"; and,

WHEREAS, Commission Minute Order Numbers 83158 and 108875 require 100% of the cost of funding the acquisition of right-of-way and utility adjustments for the Project to be provided by the County; and

WHEREAS, the County finds that the Project offers benefits to the citizens of Travis County and desires to contribute funds to right-of-way acquisition and utility adjustments for the part of the Project in the unincorporated part of Travis County; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, the State and the County agree as follows:

AGREEMENT

ARTICLE I. TIME PERIOD COVERED

This Agreement becomes effective when signed by the last Party whose signature makes the agreement fully executed, and said Agreement shall be in full force and effect until all right-of-way acquisition and utility adjustment work on the Project described herein has been completed, including rendition of final and non-appealable judgments in any litigation, or until this Agreement is terminated as hereinafter provided.

ARTICLE 2. PROJECT FUNDING

The State shall perform or cause to be performed those Project items of work which the County and the State have agreed to undertake and/ or pay for as described in Attachments "A" and "B" to this Agreement, which are attached to and made a part of this Agreement. This Agreement provides funding for the cost of right-of-way acquisition for the parcels, title insurance fees, relocation assistance, clearance of improvements, and utility adjustments for the segment of the Project within the unincorporated area of Travis County ("ROW Costs"), but no other aspects of the Project. The phrase "unincorporated area of Travis County" is defined to include those unincorporated areas located in Travis County between the Travis County-Williamson County line, on the west, and Centerline Highway Station 798 of proposed SH 45 near FM 685 and the proposed SH 130, on the east, unless otherwise required by the bond covenants.

ARTICLE 3. TERMINATION

- (a) Without prejudice to any other legal or equitable right or remedy that either Party would otherwise possess hereunder, or as a matter of law, the non-defaulting Party, upon giving the defaulting Party written notice, shall be entitled to terminate this Agreement in its entirety if the defaulting Party shall fail to remedy any default within twenty (20) business days after receipt of written notice by the defaulting party.
- (b) This Agreement may also be terminated by:
 - (1) mutual written agreement and consent of both Parties;
 - (2) the State, upon thirty (30) days written notice to the County, if the State determines that completion of the Project is not in the best interest of the State; or
 - (3) the County, upon thirty (30) days written notice to the State, if the State has not commenced construction of the Project within ten (10) years of the effective date of this Agreement.

- (c) If the Agreement is terminated in accordance with the above provisions, unless otherwise agreed by the Parties:
 - (1) the County will be responsible for the payment of its portion of the ROW Costs incurred by the State and which are covered by this Agreement, up to the time of termination; and
 - (2) the State will repay the County, any County funds the State has not expended for ROW Costs in accordance with this Agreement at the time of termination.
- (d) If the Agreement is terminated and the State determines that any of the acquired parcels should be sold, the County will be reimbursed its pro rata share of the sales proceeds for each parcel sold.

ARTICLE 4. RIGHT OF ACCESS

If the County is the owner of any part of the Project site, the County shall permit the State or its authorized representative access to the site to perform any activities required in connection with the Project.

ARTICLE 5. RELATIONSHIP OF THE PARTIES

Each Party acknowledges to the other that (i) it is not an agent, servant, or employee of the other Party, and (ii) it is responsible for its own acts and deeds and for those of its agents, contractors, representatives or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

This Agreement, including any attachments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understanding or representations, whether oral or written, respecting the subject matter of the Agreement. This Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Parties.

ARTICLE 7. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns, and administrators.

ARTICLE 8. AMENDMENTS

By mutual written consent of the Parties, the scope of work and payment provisions of this Agreement may be amended prior to the expiration of this contract. No amendment to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both Parties.

ARTICLE 9. CONDUCT OF WORK

The Parties have agreed to follow certain procedures in acquisition of right-of-way, relocation assistance, right-of-way clearance, and utility adjustment process for this Project that are set forth in Attachments "A" and "B" to this Agreement. Unless otherwise specifically stated in Attachments "A" or "B" to this Agreement, the State shall provide, or contract to provide, such mapping, appraisal, negotiation, relocation assistance, condemnation, engineering inspection and testing services, demolition and disposal of improvements, and any other work or service as may be required to pursue the acquisition of all necessary right-of-way, and the completion of utility adjustments in accordance with the approved plans and specifications. The County shall provide reasonable assistance to the State upon request. The County will assist the State, to the extent allowed by law

ARTICLE 10. INCREASED COSTS

The County anticipates that its ROW Costs shall total \$31,800,000.00. If the State determines that \$31,800,000.00 will be insufficient to cover such ROW Costs in the unincorporated part of Travis County, the State shall send the County a written notification stating the County's share of additional funding needed and the reasons for needed additional funds. Written notification for additional funds received by the County prior to June 30th of any year shall be funded by the County no later than April 30th of the following year. Such additional funds shall be subject to the terms in Attachment "A," unless otherwise agreed to by all parties to this Agreement.

ARTICLE 11. SIGNATORY WARRANTY

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

ARTICLE 12. VENUE

Any and all legal action related directly or indirectly to this Agreement must be filed in Travis County, Texas.

ARTICLE 13. LEGAL CONSTRUCTION

If 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.

ARTICLE 14. OWNERSHIP OF DOCUMENTS

Upon the completion or termination of this Agreement, all documents prepared by the State or its agents or contractors 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. After

completion of the Project, the County may request copies of all Project right-of-way files relating to right-of-way within the unincorporated part of Travis County.

ARTICLE 15. COMPLIANCE WITH LAWS

The Parties shall comply with all Federal and State laws, statutes, rules and regulations affecting the performance of this Agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

ARTICLE 16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, and when both Parties have signed this Agreement, each counterpart shall be deemed an original as if the Parties had signed one and the same instrument.


ARTICLE 16. NOTICES

Where the parties are required to provide written notice, such notice shall be deemed given when either (i) hand-delivered or (ii) deposited in the U.S. mail, first class, postage pre-paid, provided a copy is also sent via facsimile on the same day as the mailing. Such written communication shall be sent or delivered to the address and fax numbers shown below.

IN WITNESS WHEREOF, THE STATE AND THE COUNTY have executed this Agreement to effectuate its purpose.

THE STATE OF TEXAS

Executed 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:  Date: 5/1/02
Phillip E. Russell, P.E.
Director, Texas Turnpike Authority Division of the
Texas Department of Transportation

TRAVIS COUNTY

By:  for Date: 4/30/02
Samuel T. Biscoe
County Judge

**PLEASE SIGN
& DATE**

Approval for the execution of this Agreement by the County Judge of Travis County was provided by resolution of the Commissioners' Court of Travis County on 4/30, 2002.

For the purpose of this Agreement, the address and fax number of record for each Party is as follows:

For the County:

Travis County
314 West 11 Street
Austin, Texas 78701
Attn: Executive Manager
Transportation & Natural Resources
Fax: 512-708-4697

For the Texas Turnpike Authority Division of the Texas Department of Transportation:

Texas Turnpike Authority
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Attn: Director
Fax: 512-305-9518

ATTACHMENT "A"

Work Responsibilities And Payment Provisions

A. Work Responsibilities

1. Right-of-way Acquisition, Relocation Assistance and Clearance of Improvements

The State shall prepare right-of-way maps, property descriptions, title information, and other data as needed to properly describe the right-of-way for the Project. The State shall be responsible for acquiring right-of-way for the Project and will pay for the personnel and services necessary to acquire, either through purchase or condemnation, the right of way and to administer relocation assistance and the clearance and disposition of improvements from the right-of-way. All applicable Federal and State laws governing the acquisition policies for acquiring real property will be followed. The State will provide the County with status reports regarding the acquisition of parcels every 90 days, once the acquisition process commences. The report will include, at a minimum, the right of way parcel numbers, a locating description for each parcel, the appraised value of each parcel, the cost of each parcel acquired, and utility relocation and adjustment costs.

2. Utility Adjustments/Relocations

The proposed construction of the Project will require the adjustment, removal or relocation of utility facilities (including, without limitation, equipment and facilities used directly or indirectly in the provision of water, wastewater, gas, electric, telephone, internet, cable, voice, video or data transmission services). The State shall identify the necessary utility work and shall coordinate with the affected utility companies to design and schedule their adjustments. The State or the appropriate utility companies shall be responsible for all of the work associated with the removal or relocation of such utility facilities, which work shall be in accordance with applicable State law, regulations, policies and procedures.

3. Environmental Remediation

- a. The State has prepared the appropriate environmental documentation and has secured environmental clearance for the Project.
- b. All the costs associated with the remediation of any environmental adverse impacts on County owned property or clearly caused by the County on Parcels acquired within the unincorporated limits of Travis County, such remediation Required to be taken as a result of State or Federal environmental

- c. laws and regulations, shall be the responsibility of the County, not the State. The State will undertake all reasonable legal actions to recover the costs associated with the remediation of any environmental adverse impacts caused by the property owner or other responsible party on Parcels acquired within the unincorporated limits of Travis County. If, after having undertaken all reasonable legal actions to recover such costs from the property owner or other responsible party, the State is unable to recover such costs, the County shall each be responsible for the cost of such remediation.

B. Payment Provision and Time of Performance

As to that portion of the right-of-way acquisition and utility adjustments required for the Project that is situated within the unincorporated part of Travis County, the State may use the funds transferred by the County for funding only the cost of the following in accordance with this Agreement and which are hereinafter called "ROW Costs":

1. the amount of just compensation determined for each parcel of right-of-way and the remainder damages, if any associated with such parcel, including all amounts due in any final judgment;
2. the unrecovered remediation costs identified in Article A.3.b and A.3.c herein;
3. title insurance fees;
4. relocation assistance costs for any owner or occupant eligible for relocation assistance, including all amounts due in any final judgment;
5. clearance and disposition of improvements from the right of way, including all amounts due in any final judgment; and
6. utility adjustments, including all amounts due in any final judgment.

The County acknowledges that it is responsible for 100% of the ROW Costs of the Project within the unincorporated part of Travis County

C. Funding Provisions

1. Funding Schedule, Additional Funding, and Accounting of Funds
 - a. Within ninety (90) days after execution of this Agreement, the County shall transfer to the State the total sum of \$9,100,000.00 to be utilized solely and exclusively for this Project. The remaining \$22,700,000.00 shall be transferred to the State within twelve months after the execution of this Agreement. The State may utilize these funds to pay the County's share of

the ROW Costs. In the event the total amount transferred by the County is not used, the excess amount will be returned to the County. If the funding provided by the County will be insufficient to cover the ROW Costs for that portion of the Project within the unincorporated part of Travis County, the State will provide a written notice to the County of the additional funding needed to cover the unanticipated additional costs. If the State provides such notice before June 30th of any calendar year, the County shall make its share of such amount available no later than April 30th of the first calendar year following the year notice was provided. If the State provides such notice after June 30th of any calendar year, the County shall make its share of such amount available no later than April 30th of the second calendar year following the notice was provide. Within 180 days of completion of all right-of-way acquisition, and utility adjustments for the Project, which completion shall include rendition of final and non-appealable judgments in any litigation, the State will provide the County with a final accounting of the County's portion of such costs.

- b. In the event construction of the Project within the unincorporated part of the County has not commenced within ten (10) years of date of the effective date of this Agreement, the parties will enter into negotiations regarding reimbursement, if any, of funds previously expended by the State under the terms of the Agreement.

ATTACHMENT "B"

Right of Way Acquisition and Related Procedures

This Attachment "B" is part of the Funding Agreement with the County for Right-of-Way Acquisition and Utility Adjustment SH 45 (the "Agreement"). The purpose of this Attachment is to set forth certain procedures that the Parties will follow in connection with the various activities associated with the acquisition of right-of-way, relocation assistance, clearance of improvements from the right-of-way, and the relocation of utilities. The Agreement, of which this Attachment "B" is a part, covers those right-of-way parcels (hereinafter the "Parcels") within the unincorporated part of the County required for that section of SH 45 from the Williamson/ Travis County Line at High Country Boulevard to Station 798+00 (hereinafter, the "Project"; the right-of-way parcels within the Project are hereinafter call the "Parcels").

Due to the changing circumstances that arise in the acquisition process, the State and the County both recognize and acknowledge that it is in their mutual best interest to retain flexibility in the procedures to be followed and in the terms set forth in this Attachment "B." Accordingly, when the Parties mutually agree to modify any of the procedural terms or provisions set forth in this Attachment, they may do so without the necessity of a formal approval by either of the Parties' governing bodies, and they may effectuate such modifications by a letter amendment signed by the Executive Manager of the Travis County Transportation and Natural Resources Department or his designee and by an authorized representative of the State, which modification shall have legally binding effect; provided however, such modifications shall not change the substance of either the existing Commission Minute Orders or any order or resolution of the Travis County Commissioners Court without such modifications first being approved by the appropriate entities.

Based upon the consideration and mutual covenants and agreements set forth in the Agreement, the Parties agree to the following procedures:

1. The Parcels subject to this Agreement are identified in the list attached hereto as Exhibit "1." It is possible that the properties identified in Exhibit "1" may be changed, be deleted, or new properties added for various reasons. If any such change occurs, the State will amend the lists and promptly send the amended list to the County.
2. The State will provide and pay for the personnel to prepare right of way mapping, investigate title, appraise the Parcels, review such appraisals, negotiate purchases, and handle relocation assistance on all of the Parcels. The State has previously contracted with outside service providers who have begun the appraisal process, have contacted owners of, and are prepared to continue performing acquisition functions. The State will conduct all negotiations and activities according to applicable State and Federal statutes, rules and regulations, including but not limited to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended. Further, the State will provide to the County every 90 days a status report

on Parcel acquisition.

3. All Parcels will be purchased and/or condemned in the name of the State.
4. With regard to Parcels that cannot be acquired through negotiations and purchase, but will require the initiation of condemnation proceedings, such condemnation proceedings will be handled by the Office of the Attorney General ("OAG") or its designee.
5. With regard to appraisals to be made the basis of offers, the State will submit such appraisals to the State's review appraisers. Final approval of all appraisals shall be within the sole discretion of the State.
6. Once an appraisal has been reviewed and approved by the State, an offer will be made to the owner based upon the approved appraisal.
7. Where persons will be displaced as a result of the acquisition process, the State will prepare a relocation assistance supplement to be tendered to the displacee at the same time that the offer is tendered to the owner of the Parcel. Final approval of all relocation assistance supplements shall be within the sole discretion of the State.
8. If the owner of a Parcel accepts the offer, the costs to close the purchase will be paid from funds transferred by the County to the State.
9. As to relocation assistance, when payment of relocation assistance is ready for funding, the amount of the relocation assistance to the displacee will be paid from funds transferred by the County to the State.
10. If the owner rejects the offer to purchase, the owner will have the opportunity to seek an administrative settlement. If the administrative settlement process results in a settlement with the owner, the State will thereafter close the settlement with the owner. The purchase price will be paid from the funds transferred by the County to the State. Final approval or rejection of any administrative settlement offers will be within the sole discretion of the State.
11. If the administrative settlement process does not result in a negotiated settlement, then the matter shall proceed to condemnation, which will be handled by the OAG.
12. After a Commissioners Hearing and the filing of a Commissioners' Award on a Parcel within the unincorporated part of the County, the State shall deposit the Award into the registry of the court.
13. The State and the County will share the costs and legal fees associated with all condemnation cases of Parcels through the Commissioners' Hearing stage.

14. After the Commissioners' Hearing on each Parcel within the unincorporated part of the County, the OAG will prepare a recommendation either to appeal or accept the Commissioners' Award. If the State desires to appeal the Commissioners' Award, the State shall fund all of the costs of the condemnation proceedings through settlement or trial. Costs of litigation shall include costs incurred in the event of a dismissal due to a ruling against the State on right-to-take, good faith negotiation, or related issues. The manner in which litigation is conducted under this agreement shall be within the sole discretion of the OAG.
15. Prior to trial, if the court orders mediation in any case involving a Parcel within the unincorporated part of the County, the State shall pay all costs of mediation. The amount the OAG will be authorized to mediate a case shall be in the sole discretion of the State.
16. If a condemnation case involving a Parcel proceeds to trial and a verdict is rendered and judgment entered, then the OAG will prepare a recommendation whether an appeal of the judgment is advisable. If the State desires to appeal, the State will bear the expense of the appeal. If an appeal by either the State or the owner results in a remand for new trial, the costs of a new trial will be born by the State. In the event a motion for new trial is granted at the trial level to the State or the owner, the costs of a new trial will be born by the State.
17. If, after a judgment becomes final and all appeals are exhausted, an amount is owing to the owner, then the State will pay the judgment from the funds transferred to the State by the County.
18. The State shall undertake to clear and dispose of improvements on Parcels, with costs to be shared as set forth in Attachment "A."
19. The State will be responsible for coordinating utility adjustments, either by contracting to have the work done or by arranging for the utility to accomplish adjustment of its own facilities. In either event, for purposes of funding utility adjustments, at the time the State is billed for utility adjustment work for any portion of the Project within the unincorporated part of the County, the State will pay the such bill from the funds transferred to the State by the County.

**PROPOSED SH 45
TRAVIS COUNTY FUNDING AGREEMENT
EXHIBIT I**

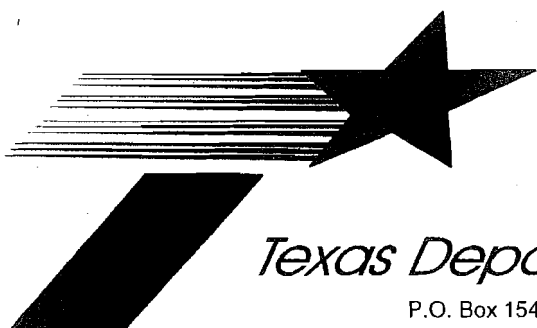
PARCEL NO.	AREA ACQUIRED (AC.)
213	* 2.0
215	* 1.4
215 CE	* 0.5
220	* 10.5
220 CE	* 0.6
220 DE	* 0.6
221	42.5
221 DE	1.5
221 CE1	2.5
221 CE2	2.0
224	2.0
224 DE	0.5
225	3.3
225 DE	0.6
226	4.3
226 DE	0.7
227	7.5
227 DE	0.8
228	8.5
228 DE	0.9
229	4.0
229 DE	0.7

* Constitutes a portion of the total parcel to be acquired. Area shown is amount located only in Travis County.

** AREA ACQUIRED IS APPROXIMATE AND SUBJECT TO CHANGE

TOTAL ACQUIRED : 97.90

PRELIMINARY AS OF 5/1/02
travis_funding.xls



CODE

9125

RECEIVED

SEP 09 2010

TNR

Texas Department of Transportation

P.O. Box 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

September 1, 2010

Mr. Joe Gieselman
Executive Manager
Travis County
PO Box 1748
Austin, Texas 78767-1747

Re: Central Texas Turnpike Project
SH 130

Dear Mr. Gieselman:

In accordance with the Advanced Funding Agreement entered into by the State and Travis County for right of way acquisition for the above referenced project, we are furnishing a Final Statement of Cost outlining all expenditures incurred on the project.

The cost statement indicates no funds are due to either the State or Travis County.

Should you have any questions, you may contact James Bartsch at (512) 832-7025.

Sincerely,

Carlos A. Lopez, P.E.

Carlos A. Lopez, P.E.
Austin District Engineer

cc: R. L. Stuard, P.E., Deputy District Engineer, TxDOT
Diana Gittinger
Silvia Morales

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

Equal Opportunity Employer

Travis County CTP Accounting

by Element and Date

Effective July 2010

SH 130

CSJ 0440-06-008T

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
8/16/2002	Travis County	Ck# 585091	n/a	90865	\$90,000,000.00		\$ 90,000,000.00
3/18/2003	Jose & Martha Segura/Stewart Title		147	90865		\$ 463,233.00	\$ 89,536,767.00
	Albert Emil Stabeno, Jr. and Debra Day						
4/8/2003	Stabeno/Stewart Title		142	90865		\$ 461,927.00	\$ 89,074,840.00
4/8/2003	Rio Development Corporation/Stewart Title		154	90865		\$ 538,841.00	\$ 88,535,999.00
5/5/2003	Unicorn Moving Company, Inc.		147	90865		\$ 4,865.00	\$ 88,531,134.00
5/7/2003	SR Investments, Ltd.		TTA-130-AUI-0001	90865		\$ 92,668.24	\$ 88,438,465.76
5/22/2003	Jose and Martha Segura		147	90865		\$ 60.00	\$ 88,438,405.76
5/23/2003	Jose and Martha Segura		147	90865		\$ 540.00	\$ 88,437,865.76
5/23/2003	Jose and Martha Segura		147	90865		\$ 11,000.00	\$ 88,426,865.76
5/29/2003	New InterPort, Ltd./Stewart Title		354	90865		\$ 3,700,000.00	\$ 84,726,865.76
5/30/2003	Nathan S. and Melissa J. Honeycutt and Stewart Title		144	90865		\$ 530,000.00	\$ 84,196,865.76
	Milagros D. Wegner, Individually and Independent Executrix of the Estate of Monroe W. Wegner, Deceased and Stewart Title		145	90865		\$ 462,685.00	\$ 83,734,180.76
5/30/2003	Hope House International Products/Jerry Kolb		140	90865		\$ 5,489.81	\$ 83,728,690.95
6/2/2003	Hope House International Products/Jerry Kolb		140	90865		\$ 10,000.00	\$ 83,718,690.95
6/2/2003	Hope House International Products/Jerry Kolb		140	90865		\$ 14,317.75	\$ 83,704,373.20
6/2/2003	SR Investments, Ltd.		TTA-130-AUI-0001	90865		\$ 10,296.47	\$ 83,694,076.73
6/12/2003	Lillian Marie Rust Pemberton/Stewart Title		141	90865		\$ 358,040.00	\$ 83,336,036.73
		warrant Cancellation					
12/9/2004	Lillian Marie Rust Pemberton/Stewart Title	12/9/04	141			\$ (358,040.00)	\$ 83,694,076.73
6/23/2003	Robert T. and Ilda A. Glasgow/Stewart Title		153	90865		\$ 654,700.00	\$ 83,039,376.73
7/9/2003	Congress Capital Inc/Stewart Title Austin		140	90865		\$ 1,465,000.00	\$ 81,574,376.73
total expendit	Nathan S. and Melissa Honeycutt		144	90865		\$ 3,691.87	\$ 81,570,684.86
	Rusty L. Burns and wife Tammy Burns and Stewart Title		170	90865		\$ 249,700.00	\$ 81,320,984.86
9/9/2003	Nathan S. and Melissa Honeycutt		144	90865		\$ 435.00	\$ 81,320,549.86
9/16/2003	Lolly Lockhart		150.001OR	90865		\$ 25,312.00	\$ 81,295,237.86
9/16/2003	Lolly Lockhart		150	90865		\$ 4,138.50	\$ 81,291,099.36
9/19/2003	Kang Lee and Stewart Title		156	90865		\$ 476,385.00	\$ 80,814,714.36
9/19/2003	Sun Tech Electric Corporation		140.011	90865		\$ 20,000.00	\$ 80,794,714.36
9/19/2003	Odysset Techinical Sloutions		140.005	90865		\$ 20,000.00	\$ 80,774,714.36
9/19/2003	Jose and Martha Segura		147	90865		\$ 154.00	\$ 80,774,560.36
9/29/2003	Julia Deptula		187.004T/R	90865		\$ 127,680.00	\$ 80,646,880.36
9/29/2003	Gertrude Kieschnick		187.005T/R	90865		\$ 135,454.62	\$ 80,511,425.74
9/29/2003	Marjorie Davis		187.006T/R	90865		\$ 87,394.86	\$ 80,424,030.88

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTP Accounting

by Element and Date
Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
9/29/2003	Berger Transfer & Storage		150	90865		\$ 5,148.00	\$ 80,418,882.88
9/29/2003	Ron McDavid		150	90865		\$ 350.00	\$ 80,418,532.88
10/6/2003	The Texas General Land Office		1303-GLO	90865		\$ 500.00	\$ 80,418,032.88
10/6/2003	The Texas General Land Office		1302-GLO	90865		\$ 500.00	\$ 80,417,532.88
10/9/2003	Kenneth Anderson DBA Cornerstone Countertops		140.007TB	90865		\$ 20,000.00	\$ 80,397,532.88
10/20/2003	Accent Plumbing		141.002TB	90865		\$ 9,760.00	\$ 80,387,772.88
10/20/2003	Ray H Banister, Trustee and Stewart Title Co.		180/180E	90865		\$ 110,506.00	\$ 80,277,266.88
10/23/2003	Oncor Electric Delivery Company and Stewart Title Austin Inc		138	90865		\$ 522,868.00	\$ 79,754,398.88
10/23/2003	Larry and Sherry Norton and Stewart Title Austin Inc		132	90865		\$ 1,206,978.00	\$ 78,547,420.88
10/27/2003	Julmak Retail Company Inc and Stewart Title Austin Inc		139	90865		\$ 237,091.00	\$ 78,310,329.88
10/31/2003	RPM Machine/ Marvin Atwood		141.001TB	90865		\$ 9,618.00	\$ 78,300,711.88
11/12/2003	Kennith Bohls and Evelyn Bohls and Stewart Title Austin, Inc		160	90865		\$ 258,474.00	\$ 78,042,237.88
11/12/2003	Charles Heilmann / Vivid Image		140.003tb	90865		\$ 8,403.15	\$ 78,033,834.73
11/12/2003	JD Weaver Family Limited Partnership II and Stewart Title Austin Inc		183A	90865		\$ 180,443.00	\$ 77,853,391.73
11/14/2003	Connie Lorraine Sladek and Stewart Title Austin Inc		183A	90865		\$ 791,503.00	\$ 77,061,888.73
11/14/2003	Kennith Bohls and Stewart Title Austin, Inc		161	90865		\$ 924,554.00	\$ 76,137,334.73
11/14/2003	The Butler Family Partnership and Stewart Title Austin Inc		185	90865		\$ 262,868.00	\$ 75,874,466.73
11/14/2003	Trelton K Bohls and Stewart Title Austin Inc		168	90865		\$ 46,875.00	\$ 75,827,591.73
11/14/2003	Mildred L Smith and Stewart Title Austin Inc		166	90865		\$ 96,165.00	\$ 75,731,426.73
11/14/2003	Cheri's / Cheri Heilmann		140.004TB	90865		\$ 335.00	\$ 75,731,091.73
11/19/2003	Carla Reed fka Carla Reed Lamberson and Jeff Reed and Stewart Title Austin		201	90865		\$ 347,042.00	\$ 75,384,049.73
11/19/2003	Rusty L. Burns and wife Tammy Burns and Stewart Title		169	90865		\$ 46,820.00	\$ 75,337,229.73
11/19/2003	Glen and Deborah Nelson		201.002TR	90865		\$ 2,250.00	\$ 75,334,979.73
11/19/2003	Glen and Deborah Nelson		201.002TR	90865		\$ 13,973.40	\$ 75,321,006.33
11/24/2003	Saber Security Systems Inc		140.002TB	90865		\$ 20,000.00	\$ 75,301,006.33
11/24/2003	Kenneth Bray/Espresso Mundo Inc		140.001TB	90865		\$ 20,000.00	\$ 75,281,006.33
11/24/2003	Sam Morgan		184.001TP	90865		\$ 1,155.55	\$ 75,279,850.78
12/4/2003	Carla Reed fka Carla Reed Lamberson and Jeff Reed and Stewart Title Austin		148	90865		\$ 437,449.00	\$ 74,842,401.78
12/4/2003	Barbara B Sheffield and Stewart Title Austin Inc		151	90865		\$ 329,967.00	\$ 74,512,434.78
12/15/2003	American Fireworks/Chester Davis		167B.001TB	90865		\$ 14,480.00	\$ 74,497,954.78
12/15/2003	B Jane Pilotte and Paul R Pilotte co-trustees and Stewart Title Austin Inc		187	90865		\$ 448,503.00	\$ 74,049,451.78

Updated 7/2/10
Info TX DoT_SH130_SH45_Loop1_07'27'10
CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
12/15/2003	Clerk of the Probate Court No. 1 Travis County		150	90865		\$ 248,685.00	\$ 73,800,766.78
12/15/2003	Doyle Roberts dba Round Rock Woodworks		140.006TB	90865		\$ 865.00	\$ 73,799,901.78
12/22/2003	Nathan S and Melissa Honeycutt		144	90865		\$ 1,650.00	\$ 73,798,251.78
12/22/2003	Clerk of the Probate Court No. 1 Travis County Ernest K Eckelman Trustee and Stewart Title		143	90865		\$ 847,488.95	\$ 72,950,762.83
12/29/2003	Austin Inc		163B	90865		\$ 1,100,326.00	\$ 71,850,436.83
12/29/2003	James Burke Trustee and Stewart Title Austin Inc Theodor R Timmerman and wife Marlene		163C	90865		\$ 1,469,356.00	\$ 70,381,080.83
12/29/2003	Timmerman and Stewart Title Austin Inc		164	90865		\$ 560,157.00	\$ 69,820,923.83
12/29/2003	Timmerman & Hagn LTD a Texas Limited Partnership and Stewart Title Austin Inc		163A	90865		\$ 862,028.00	\$ 68,958,895.83
12/29/2003	Timmerman & Hagn LTD a Texas Limited Partnership and Stewart Title Austin Inc		163D	90865		\$ 100,879.00	\$ 68,858,016.83
1/6/2004	JD Weaver Family Limited Partnership II and Stewart Title Austin Inc		183A	90865		\$ 199,884.00	\$ 68,658,132.83
1/13/2004	SR Investments, Ltd. And Stewart Title Austin Inc Tack Development Ltd a Texas Limited Partnership		133A	90865		\$ 55,275.80	\$ 68,602,857.03
1/13/2004	and Stewart Title Austin Inc		133B	90865		\$ 4,284,420.80	\$ 64,318,436.23
1/20/2004	Gladys Ruth Koepp and Stewart Title Austin Inc Harry L and Audrey T Dearing and Stewart Title		1209	90865		\$ 8,670.00	\$ 64,309,766.23
1/20/2004	Austin Inc		175	90865		\$ 147,101.00	\$ 64,162,665.23
1/20/2004	Peck Family Investments LTD and Stewart Title Austin Inc		181	90865		\$ 356,546.00	\$ 63,806,119.23
1/20/2004	Berger Transfer & Storage		153.001OR	90865		\$ 10,475.00	\$ 63,795,644.23
1/22/2004	Northeast Park Ltd a Texas Limited Partnership and Stewart Title Austin Inc		167C/CTE	90865		\$ 382,190.00	\$ 63,413,454.23
1/22/2004	Park Retail Ltd a Texas Limited Partnership and Stewart Title Austin Inc		167B/BTE	90865		\$ 81,957.00	\$ 63,331,497.23
1/23/2004	Pecan Street Sestates Ltd a Texas Limited Partnership and Stewart Title Austin Inc		167D/DE	90865		\$ 169,579.00	\$ 63,161,918.23
1/24/2004	Pville East Ltd a Texas Limited Partnership and Stewart Title Austin Inc		167F/FE	90865		\$ 209,697.00	\$ 62,952,221.23
1/25/2004	Robert F Anderson Non-revocable Trust and Stewart Title Austin Inc		167A/AE	90865		\$ 702,532.00	\$ 62,249,689.23
1/30/2004	Michael W and Patrecia A Giesen and Texas American Title		131	90865		\$ 5,577.00	\$ 62,244,112.23
1/30/2004	Clerk of the Probate Court No. 1 Travis County		146	90865		\$ 836,432.50	\$ 61,407,679.73
1/30/2004	Carla Reed and Jeff Reed		201.001OB	90865		\$ 145.00	\$ 61,407,534.73
1/30/2004	Harold Gus Heine and wife Victoria Ann Heine and Stewart Title Austin Inc		137	90865		\$ 16,111.00	\$ 61,391,423.73

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27"10

CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
1/30/2004	Ralph H and Emma L Genz Trustees and Stewart Title Austin Inc		1204	90865		\$ 8,332.00	\$ 61,383,091.73
2/2/2004	Unicorn Moving Company, Inc.		140.010TB	90865		\$ 183.00	\$ 61,382,908.73
	Gerald E and Margaret M Wilke and Stewart Title Austin Inc		1211	90865		\$ 3,253.00	\$ 61,379,655.73
2/2/2004	Anne Bloor Schryver, et al and Stewart Title Austin Inc		182	90865		\$ 546,460.00	\$ 60,833,195.73
2/6/2004	The Estate of WC Alff and the WC Alff Testamentary Trust Charles W All...		184	90865		\$ 220,000.00	\$ 60,613,195.73
	Andrew J Graham and wife Janet H Graham and Stewart Title Company		173	90865		\$ 30,094.00	\$ 60,583,101.73
2/20/2004	Andrew J Graham and wife Janet H Graham and Stewart Title Company		173	90865		\$ (30,094.00)	\$ 60,613,195.73
8/4/2004	Clerk of the Probate Court No. 1 Travis County		148	90865		\$ 406,752.05	\$ 60,206,443.68
2/26/2004	Clerk of the Probate Court No. 1 Travis County		201	90865		\$ 394,641.30	\$ 59,811,802.38
2/26/2004	Accent Plumbing		141.002TB	90865		\$ 1,000.00	\$ 59,810,802.38
3/1/2004	Berger Transfer & Storage		187.003TR	90865		\$ 4,977.85	\$ 59,805,824.53
3/1/2004	Berger Transfer & Storage		187.002OR	90865		\$ 300.00	\$ 59,805,524.53
3/8/2004	Cheri's / Cheri Heilmann		140.004TB	90865		\$ 10,000.00	\$ 59,795,524.53
3/8/2004	Charles Heilmann/Vivid Image		140.003TB	90865		\$ 10,000.00	\$ 59,785,524.53
3/15/2004	Johnny Madrid and Stewart Title Austin Inc		178	90865		\$ 28,740.00	\$ 59,756,784.53
	Julmak Retail Company Inc and Stewart Title Austin Inc		139	90865		\$ 87,786.00	\$ 59,668,998.53
3/15/2004	Wells Fargo Bank Guardian of the Estate for David Byrne		187.008TR	90865		\$ 350.00	\$ 59,668,648.53
	Wells Fargo Bank Guardian of the Estate for David Byrne		187.008TR	90865		\$ 131,334.00	\$ 59,537,314.53
3/15/2004	Probate Court No. 1 of Travis County		171	90865		\$ 475,000.00	\$ 59,062,314.53
3/18/2004	Kenneth and Cathy Jones		190.001OR	90865		\$ 2,473.99	\$ 59,059,840.54
3/22/2004	Kenneth and Cathy Jones		190.001OR	90865		\$ 62,398.00	\$ 58,997,442.54
	Stewart Title Company - Refund for unnecessary payment	Ck# 6-12021				\$ (62,389.00)	\$ 59,059,831.54
2/2/2005	OR Colan - remainder of the reimbursement for \$62,398.00	MO# 56929128				\$ (9.00)	\$ 59,059,840.54
2/15/2005	New InterPort, Ltd and Stewart Title		354	90865		\$ 500,000.00	\$ 58,559,840.54
4/5/2004	J Nelson Sanders and eife Sarah Rogers Sanders and Stewart Title Austin Inc		179/179-E	90865		\$ 1,822,054.00	\$ 56,737,786.54
4/5/2004	Armostrong Moving and Storage		190.001OR	90865		\$ 11,490.96	\$ 56,726,295.58
4/8/2004	Marvin G Atwood and Sherian K Atwood and Stewart Title Austin Inc		136	90865		\$ 170,563.00	\$ 56,555,732.58
4/8/2004	Probate Court No. 1 of Travis County		175	90865		\$ 387,083.00	\$ 56,168,649.58

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
			140.001TB, 140.003TB, 140.004TB	90865		\$ 375.00	\$ 56,168,274.58
4/22/2004	Unicorn Moving Company, Inc.		1210	90865		\$ 18,637.00	\$ 56,149,637.58
4/22/2004	Cheval Manor Inc and Stewart Title Austin Inc		151.001OR	90865		\$ 74,081.00	\$ 56,075,556.58
4/28/2004	Barbara B Sheffield		151.001OR	90865		\$ 4,791.87	\$ 56,070,764.71
4/28/2004	Barbara B Sheffield		167A/167A-E	90865		\$ 1,297,468.00	\$ 54,773,296.71
5/3/2004	Clerk of the Probate Court No. 1 Travis County		167A/167B-TE	90865		\$ 719,591.00	\$ 54,053,705.71
5/4/2004	Clerk of the Probate Court No. 1 Travis County		170.001OR	90865		\$ 7,461.00	\$ 54,046,244.71
5/6/2004	Berger Transfer & Storage		169/169MNT	90865		\$ 538,448.00	\$ 53,507,796.71
5/6/2004	Willia Mae Burns and Stewart Title of Austin Inc LCRA Transmission Services Corporation and		183B	90865		\$ 8,094.00	\$ 53,499,702.71
5/7/2004	Stewart Title of Austin Inc		152.001OB	90865		\$ 1,000.00	\$ 53,498,702.71
6/18/2004	Commerical Services of South Texas, Inc		152.001OB	90865		\$ 10,000.00	\$ 53,488,702.71
5/20/2004	Commerical Services of South Texas, Inc		151.001OR/ 151.002OB	90865		\$ 5,438.29	\$ 53,483,264.42
5/24/2004	Roger Ward North American		146.001OR	90865		\$ 2,376.00	\$ 53,480,888.42
5/24/2004	Olivia Euresti and Lone Star Infrastructure						
		Warrant Cancellation 11/12/04					
	Olivia Euresti and Lone Star Infrastructure					\$ (2,376.00)	\$ 53,483,264.42
5/24/2004	Gilman and Associates, P.C.		187.008TR	90865		\$ 11,047.82	\$ 53,472,216.60
5/24/2004	Probate Court No. 1 of Travis County		162	90865		\$ 250,000.00	\$ 53,222,216.60
	Mark A Szygenda and wife Sinem Szygenda and						
5/27/2004	Texas American Title Company		172	90865		\$ 11,000.00	\$ 53,211,216.60
6/2/2004	Probate Court No. 1 of Travis County		188	90865		\$ 382,361.02	\$ 52,828,855.58
6/7/2004	City of Pflugerville, Texas		AUS-0002	90865		\$ 192,881.58	\$ 52,635,974.00
6/8/2004	Barbara Sheffield dba Sheffiled Golden Retrievers		151.002OB	90865		\$ 1,000.00	\$ 52,634,974.00
6/14/2004	Clerk of the Probate Court No. 1 Travis County		167F/167FE	90865		\$ 323,859.00	\$ 52,311,115.00
6/14/2004	Clerk of the Probate Court No. 1 Travis County		167C/167CTE	90865		\$ 418,825.00	\$ 51,892,290.00
			167D/167DE/167DT E	90865		\$ 434,421.00	\$ 51,457,869.00
6/14/2004	Clerk of the Probate Court No. 1 Travis County		167B.001TB	90865		\$ 3,177.19	\$ 51,454,691.81
6/17/2004	American Fireworks/Chester Davis		152.001OB	90865		\$ 109,345.21	\$ 51,345,346.60
6/17/2004	Commerical Services of South Texas, Inc		170.001OR	90865		\$ 1,850.00	\$ 51,343,496.60
6/24/2004	Rusty L. Burns and wife Tammy Burns		146.001OR	90865		\$ 3,416.65	\$ 51,340,079.95
6/29/2004	All Points Moving and Storage Company, Inc		146.001OR	90865		\$ 950.00	\$ 51,339,129.95
6/29/2004	Olivia Euresti		149.001OP	90865		\$ 2,544.00	\$ 51,336,585.95
6/29/2004	Whisenant & Lyle Water Services Inc		187.003TR	90865		\$ 36,358.56	\$ 51,300,227.39
6/29/2004	Denise LoSchiavo		146.001OR	90865		\$ 3,416.65	\$ 51,296,810.74
6/29/2004	All Points Moving and Storage Company, Inc		169.001TB	90865		\$ 3,712.50	\$ 51,293,098.24
7/1/2004	Rusty L. Burns and Tammy Burns		146.001OR	90865		\$ 151.55	\$ 51,292,946.69
7/1/2004	Olivia Euresti		187.006TR	90865		\$ 350.00	\$ 51,292,596.69
7/7/2004	Marjorie Davis		169.001TB	90865		\$ 6,920.00	\$ 51,285,676.69
7/13/2004	Rusty L. Burns and Tammy Burns						

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
7/13/2004	Rusty L. Burns and Tammy Burns		169.001TB	90865		\$ 10,000.00	\$ 51,275,676.69
7/26/2004	Clerk of the Probate Court No. 1 Travis County		155	90865		\$ 95,000.00	\$ 51,180,676.69
7/29/2004	Erna Mathews		232.014TR	90865		\$ 350.00	\$ 51,180,326.69
8/5/2004	Homer Anderson		232.011TR	90865		\$ 350.00	\$ 51,179,976.69
8/5/2004	Clear Mountain Spring Water		140.012TB	90865		\$ 10,000.00	\$ 51,169,976.69
8/5/2004	Olivia Euresti		146.001OR	90865		\$ 433.00	\$ 51,169,543.69
8/5/2004	D & R Associates Inc		232.047TR	90865		\$ 850.00	\$ 51,168,693.69
8/5/2004	Christopher Cordell and Denise Tucker		232.047TR	90865		\$ 10,138.46	\$ 51,158,555.23
8/5/2004	Christopher Cordell and Denise Tucker		232.047TR	90865		\$ 350.00	\$ 51,158,205.23
8/5/2004	Darrell Anderson		232.021TR	90865		\$ 350.00	\$ 51,157,855.23
8/5/2004	Mark Joyce		232.022TR	90865		\$ 350.00	\$ 51,157,505.23
8/5/2004	Clerk of the Probate Court No. 1 Travis County		191	90865		\$ 899,000.00	\$ 50,258,505.23
8/16/2004	Clear Mountain Spring Water		140.012TB	90865		\$ 6,748.00	\$ 50,251,757.23
8/16/2004	Clear Mountain Spring Water		140.012TB	90865		\$ 1,000.00	\$ 50,250,757.23
8/16/2004	Clerk of the Probate Court No. 1 Travis County		173	90865		\$ 60,000.00	\$ 50,190,757.23
8/19/2004	Clerk of the Probate Court No. 1 Travis County		134	90865		\$ 1,154,000.00	\$ 49,036,757.23
	Amount should have been charged to 0440-06-007						
7/12/2005	(blank)		134	90865		\$ (126,940.00)	\$ 49,163,697.23
8/19/2004	Charles Heilmann/Vivid Image		140.003TB	90865		\$ 206.65	\$ 49,163,490.58
8/23/2004	Mark Joyce		232.022TR	90865		\$ 8,638.14	\$ 49,154,852.44
8/30/2004	Homer Anderson		232.011TR	90865		\$ 14,607.60	\$ 49,140,244.84
8/30/2004	Roy Johnson		232.020TR	90865		\$ 12,620.00	\$ 49,127,624.84
8/30/2004	Roy Johnson		232.020TR	90865		\$ 350.00	\$ 49,127,274.84
8/30/2004	Darrell Anderson		232.021TR	90865		\$ 6,572.00	\$ 49,120,702.84
8/30/2004	Erna Mathews		232.014TR	90865		\$ 13,542.12	\$ 49,107,160.72
8/30/2004	Clerk of the Probate Court No. 1 Travis County		136	90865		\$ 779,437.00	\$ 48,327,723.72
8/30/2004	Clerk of the Probate Court No. 1 Travis County		180/180E	90865		\$ 42,248.00	\$ 48,285,475.72
8/30/2004	Willia Mae Burns and Stewart Title Austin Inc		169	90865		\$ 155,862.75	\$ 48,129,612.97
8/30/2004	Willia Mae Burns and Stewart Title Austin Inc		169MNT	90865		\$ 87,580.25	\$ 48,042,032.72
9/3/2004	Lone Star Infrastructure		232.021TR	90865		\$ 2,500.00	\$ 48,039,532.72
9/3/2004	Lone Star Infrastructure		232.014TR	90865		\$ 3,240.88	\$ 48,036,291.84
9/3/2004	R & L Transfer and Storage, Co., Inc.		141.001TB	90865		\$ 120.00	\$ 48,036,171.84
9/3/2004	Thomas A. Linn		232.017TR	90865		\$ 350.00	\$ 48,035,821.84
9/3/2004	Wille Ray Loggins		232.023TR	90865		\$ 300.00	\$ 48,035,521.84
9/3/2004	Wille Ray Loggins		232.023TR	90865		\$ 15,875.00	\$ 48,019,646.84
9/3/2004	Dwayne Clopton		232.048TR	90865		\$ 7,910.14	\$ 48,011,736.70
	Kenneth J. Jones and Cathy C. Jones and Stewart						
9/3/2004	Title Austin, Inc.		190	90865		\$ 436,738.00	\$ 47,574,998.70
9/13/2004	Barbara Sheffield		151.001OR	90865		\$ 181.85	\$ 47,574,816.85
9/13/2004	Gloria Silva		232.015TR	90865		\$ 350.00	\$ 47,574,466.85
9/13/2004	Gloria Silva		232.015TR	90865		\$ 12,079.62	\$ 47,562,387.23
9/13/2004	Thomas A. Linn		232.017TR	90865		\$ 6,090.00	\$ 47,556,297.23

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
9/13/2004	Edna M. Kilian, Alma M. Kilian and Earl Brackett and Stewart Title Austin, Inc.		174/174E	90865		\$ 177,000.00	\$ 47,379,297.23
9/13/2004	Clerk of the Probate Court No. 1 Travis County		176	90865		\$ 490,177.00	\$ 46,889,120.23
9/17/2004	Lone Star Infrastructure		232.006TR	90865		\$ 1,300.00	\$ 46,887,820.23
9/17/2004	Michael Folz and Kay Aguilar		232.040TR	90865		\$ 350.00	\$ 46,887,470.23
9/17/2004	Michael Folz and Kay Aguilar		232.040TR	90865		\$ 15,383.60	\$ 46,872,086.63
9/17/2004	John Belleville		232.004TR	90865		\$ 5,130.14	\$ 46,866,956.49
9/17/2004	Floyd Crumley		232.035TR	90865		\$ 18,512.00	\$ 46,848,444.49
9/17/2004	Andrew Spratley		232.009TR	90865		\$ 300.00	\$ 46,848,144.49
9/17/2004	Lone Star Infrastructure		232.009TR	90865		\$ 2,500.00	\$ 46,845,644.49
9/17/2004	Lone Star Infrastructure		232.045TR	90865		\$ 2,500.00	\$ 46,843,144.49
9/17/2004	Lone Star Infrastructure		232.048TR	90865		\$ 1,650.00	\$ 46,841,494.49
9/17/2004	Lone Star Infrastructure		232.011TR	90865		\$ 2,100.00	\$ 46,839,394.49
9/17/2004	Lone Star Infrastructure		232.006TR	90865		\$ 1,200.00	\$ 46,838,194.49
9/17/2004	Lone Star Infrastructure		232.035TR	90865		\$ 500.00	\$ 46,837,694.49
9/17/2004	Lone Star Infrastructure		232.035TR	90865		\$ 1,820.00	\$ 46,835,874.49
9/17/2004	Lone Star Infrastructure		232.040TR	90865		\$ 2,500.00	\$ 46,833,374.49
9/17/2004	Lone Star Infrastructure		232.048TR	90865		\$ 170.00	\$ 46,833,204.49
9/17/2004	Lone Star Infrastructure		232.023TR	90865		\$ 550.00	\$ 46,832,654.49
9/17/2004	Lone Star Infrastructure		232.023TR	90865		\$ 1,950.00	\$ 46,830,704.49
9/17/2004	Lone Star Infrastructure		232.020TR	90865		\$ 2,500.00	\$ 46,828,204.49
9/17/2004	Wiley C. Puckett and Carol Gary		232.003TR	90865		\$ 350.00	\$ 46,827,854.49
9/17/2004	Wiley C. Puckett and Carol Gary		232.003TR	90865		\$ 5,180.86	\$ 46,822,673.63
9/17/2004	Clerk of the Probate Court No. 1 Travis County		177	90865		\$ 258,000.00	\$ 46,564,673.63
9/17/2004	Robert Neal		232.038TR	90865		\$ 300.00	\$ 46,564,373.63
9/17/2004	Truman Barr		232.016TR	90865		\$ 350.00	\$ 46,564,023.63
9/17/2004	Ronald Speer		232.018TR	90865		\$ 300.00	\$ 46,563,723.63
9/17/2004	Ronald Speer		232.018TR	90865		\$ 14,280.00	\$ 46,549,443.63
9/17/2004	Susan Knight		232.045TR	90865		\$ 350.00	\$ 46,549,093.63
9/17/2004	Susan Knight		232.045TR	90865		\$ 16,148.00	\$ 46,532,945.63
9/17/2004	Billy Jean Andrews		232.030TR	90865		\$ 16,534.98	\$ 46,516,410.65
9/17/2004	Billy Jean Andrews		232.030TR	90865		\$ 350.00	\$ 46,516,060.65
9/17/2004	Dwayne Clopton		232.048TR	90865		\$ 350.00	\$ 46,515,710.65
9/17/2004	Andrew Spratley		232.009TR	90865		\$ 3,590.00	\$ 46,512,120.65
9/17/2004	Floyd Crumley		232.035TR	90865		\$ 300.00	\$ 46,511,820.65
9/17/2004	David L. Berry and wife, Kaye Smith Berry and Stewart Title Austin, Inc.		195	90865		\$ 835,300.00	\$ 45,676,520.65
9/17/2004	Truman Barr		232.016TR	90865		\$ 19,970.58	\$ 45,656,550.07
9/21/2004	John Wingate and Kathy Wingate		232.002TR	90865		\$ 2,449.86	\$ 45,654,100.21
9/21/2004	Joe Earls		232.006TR	90865		\$ 7,230.14	\$ 45,646,870.07
9/21/2004	Joe Earls		232.006TR	90865		\$ 300.00	\$ 45,646,570.07
9/21/2004	James Murrell		232.026TR	90865		\$ 13,408.76	\$ 45,633,161.31
9/21/2004	James Murrell		232.026TR	90865		\$ 300.00	\$ 45,632,861.31

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTPP Accounting

by Element and Date
Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
9/21/2004	Robert Neal		232.038TR	90865		\$ 9,960.72	\$ 45,622,900.59
9/21/2004	Ken Holler		232.037TR	90865		\$ 300.00	\$ 45,622,600.59
9/21/2004	John Hardman		232.041TR	90865		\$ 350.00	\$ 45,622,250.59
9/21/2004	Roger Bills and Debbie Bills		232.008TR	90865		\$ 3,716.00	\$ 45,618,534.59
9/21/2004	Cheri's / Cheri Heilmann		140.004TB	90865		\$ 316.89	\$ 45,618,217.70
9/21/2004	Lone Star Infrastructure		232.039TR	90865		\$ 2,500.00	\$ 45,615,717.70
9/24/2004	B. Jane Pilotte		187.002OR	90865		\$ 840.74	\$ 45,614,876.96
9/24/2004	B. Jane Pilotte		187.002OR	90865		\$ 22,423.00	\$ 45,592,453.96
9/24/2004	Industrial Rigging Service of Austin, Inc.		141.001TP	90865		\$ 125.00	\$ 45,592,328.96
9/24/2004	John Wingate and Kathy Wingate		232.002TR	90865		\$ 500.00	\$ 45,591,828.96
9/24/2004	Al & Tammie Davis		232.044TR	90865		\$ 350.00	\$ 45,591,478.96
9/24/2004	Al & Tammie Davis		232.044TR	90865		\$ 7,118.00	\$ 45,584,360.96
9/24/2004	Lone Star Infrastructure		232.004TR	90865		\$ 2,500.00	\$ 45,581,860.96
9/24/2004	Lone Star Infrastructure		232.008TR	90865		\$ 2,500.00	\$ 45,579,360.96
9/24/2004	Lone Star Infrastructure		232.008TR	90865		\$ 650.00	\$ 45,578,710.96
9/24/2004	Lone Star Infrastructure		232.044TR	90865		\$ 2,500.00	\$ 45,576,210.96
9/24/2004	Lone Star Infrastructure		232.038TR	90865		\$ 2,450.28	\$ 45,573,760.68
9/24/2004	Syed Asif Shamsie, Nozhat Shamsie and Syed Arif Shamsie and Stewart Title Austin, Inc.		364	90865		\$ 16,800.00	\$ 45,556,960.68
9/28/2004	Berger Transfer & Storage		170.001OR	90865		\$ 2,070.00	\$ 45,554,890.68
9/28/2004	Benny Jasso and Alice Jasso		192.001OP	90865		\$ 2,000.00	\$ 45,552,890.68
9/28/2004	Clerk of the Probate Court No. 1 Travis County		193	90865		\$ 262,500.00	\$ 45,290,390.68
9/28/2004	Clerk of the Probate Court No. 1 Travis County		192	90865		\$ 363,000.00	\$ 44,927,390.68
10/5/2004	Michael Hostutler and Rhonda King		232.039TR	90865		\$ 350.00	\$ 44,927,040.68
10/5/2004	Michael Hostutler and Rhonda King		232.039TR	90865		\$ 14,229.86	\$ 44,912,810.82
10/5/2004	Lone Star Infrastructure		232.026TR	90865		\$ 2,500.00	\$ 44,910,310.82
10/8/2004	Michael W and Patricia A Giesen		131	90865		\$ 37.20	\$ 44,910,273.62
10/8/2004	Interstate / Chaparral Towing Inc		143.004TP	90865		\$ 90.00	\$ 44,910,183.62
10/8/2004	Unicorn Moving Company, Inc.		232.004TR	90865		\$ 308.00	\$ 44,909,875.62
10/8/2004	All Points Moving and Storage Company, Inc		195.002TB	90865		\$ 150.00	\$ 44,909,725.62
10/8/2004	H&E Equipment Services LLC		195.002TB	90865		\$ 18,412.00	\$ 44,891,313.62
10/8/2004	Interstate / Chaparral Towing Inc		143.010TP	90865		\$ 400.00	\$ 44,890,913.62
10/12/2004	Berry Engineering Inc		195.001OB	90865		\$ 20,000.00	\$ 44,870,913.62
10/12/2004	Michael W Ayer and Stewart Title Austin Inc		238	90865		\$ 121,041.00	\$ 44,749,872.62
10/19/2004	Hy-Lite Signs, a Division of JWL Electric		133.001OP	90865		\$ 122.50	\$ 44,749,750.12
10/19/2004	Donny Cunningham and Vicky L Thomson		232.043TR	90865		\$ 350.00	\$ 44,749,400.12
10/19/2004	Donny Cunningham and Vicky L Thomson		232.043TR	90865		\$ 7,929.86	\$ 44,741,470.26
10/19/2004	Olivia Euresi		146.001OR	90865		\$ 1,423.25	\$ 44,740,047.01
10/19/2004	Jay P Otto and Stewart Title Austin Inc		237	90865		\$ 96,354.00	\$ 44,643,693.01
10/19/2004	Bernardo R Rodriguez and wife Isabel T Rodriguez and Stewart Title Austin Inc		1417	90865		\$ 2,119.00	\$ 44,641,574.01
10/19/2004	Gary Neal Farris and Stewart Title Austin Inc		1418	90865		\$ 10,585.00	\$ 44,630,989.01

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
10/19/2004	Terrabrook Falcon Pointe LP and Stewart Title Austin Inc		157A/AE	90865		\$ 941,067.00	\$ 43,689,922.01
10/20/2004	Lone Star Infrastructure		232.043TR	90865		\$ 2,500.00	\$ 43,687,422.01
10/20/2004	City of Pflugerville, Texas		130-AUI-0002	90865		\$ 21,431.29	\$ 43,665,990.72
10/26/2004	Jean Barber and Joyce Barefield Trustees and Stewart Title Austin Inc		338	90865		\$ 138,813.00	\$ 43,527,177.72
10/26/2004	Jean Barber and Joyce Barefield Trustees and Stewart Title Austin Inc		353	90865		\$ 855,980.00	\$ 42,671,197.72
10/26/2004	Probate Court No. 1 of Travis County		236	90865		\$ 296,223.00	\$ 42,374,974.72
10/28/2004	Johnny Madrid		178	90865		\$ 50.00	\$ 42,374,924.72
10/28/2004	Lone Star Infrastructure		232.013TR	90865		\$ 2,500.00	\$ 42,372,424.72
10/28/2004	Billy Bunch		232.013TR	90865		\$ 2,260.07	\$ 42,370,164.65
10/28/2004	H&E Equipment Services LLC		195.002TB	90865		\$ 16,180.50	\$ 42,353,984.15
10/28/2004	Image Display			90865		\$ 3,240.90	\$ 42,350,743.25
11/2/2004	Billy Bunch		232.013TR	90865		\$ 300.00	\$ 42,350,443.25
11/8/2004	Mitchell Wong and wife Rose T Wong and Stewart Title Austin Inc		354B	90865		\$ 1,468,170.00	\$ 40,882,273.25
11/8/2004	New InterPort, Ltd and Stewart Title		354A/AE	90865		\$ 1,831,830.00	\$ 39,050,443.25
11/10/2004	Austin Crane Servie		1225.001TP	90865		\$ 20,892.25	\$ 39,029,551.00
11/10/2004	SR Investments / Tim Timmerman		159.001TP	90865		\$ 980.00	\$ 39,028,571.00
11/10/2004	David Brown		232.036TR	90865		\$ 350.00	\$ 39,028,221.00
11/10/2004	David Brown		232.036TR	90865		\$ 14,372.40	\$ 39,013,848.60
11/10/2004	Blazier, Christensen, Bigelow and Virr, PC		187.008TR	90865		\$ 1,425.00	\$ 39,012,423.60
11/10/2004	Lone Star Infrastructure		146.001OR	90865		\$ 1,084.00	\$ 39,011,339.60
11/15/2004	Probate Court No. 1 of Travis County		132	90865		\$ 7,500.00	\$ 39,003,839.60
11/17/2004	Hy-Lite Signs, a Division of JWL Electric		189.001OB	90865		\$ 10,000.00	\$ 38,993,839.60
11/23/2004	Clerk of the Probate Court No. 1 Travis County		141	90865		\$ 456,800.00	\$ 38,537,039.60
11/23/2004	Country Vista / Denise LoSchiavo		187.001TB	90865		\$ 2,945.48	\$ 38,534,094.12
11/23/2004	Hy-Lite Signs, a Division of JWL Electric		189.001OB	90865		\$ 3,700.00	\$ 38,530,394.12
11/23/2004	H&E Equipment Services LLC		195.002TB	90865		\$ 15,074.96	\$ 38,515,319.16
11/30/2004	Rusty L Burns and Tammy Burns		169.001TB	90865		\$ 2,850.00	\$ 38,512,469.16
11/30/2004	City of Pflugerville and Stewart Title Austin Inc		157CTE	90865		\$ 42,633.97	\$ 38,469,835.19
12/3/2004	James H Fisher and Lisa Dawn Fisher		309.001OR	90865		\$ 1,936.88	\$ 38,467,898.31
12/8/2004	Probate Court No. 1 of Travis County		156	90865		\$ 2,614,815.00	\$ 35,853,083.31
12/16/2004	Stephanie R Ehrhardt and husband James D Ehrhardt and Stewart Title Company		1327/1327E	90865		\$ 147,939.00	\$ 35,705,144.31
12/16/2004	Lone Star Infrastructure		194	90865		\$ 878,117.00	\$ 34,827,027.31
12/16/2004	Paula Kay Kluge Callahan and Stewart Title Austin Inc		351	90865		\$ 950,000.00	\$ 33,877,027.31
12/16/2004	Kenneth J Jones and wife Cathy C Jones and Stewart Title Austin Inc		190	90865		\$ 363,718.00	\$ 33,513,309.31
12/21/2004	Hy-Lite Signs, a Division of JWL Electric		189.001OB	90865		\$ 8,677.00	\$ 33,504,632.31

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27'10

CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
12/21/2004	Raymond C Sibert and Sarah A Sibert and First American Title		1405.001OR	90865		\$ 44,853.00	\$ 33,459,779.31
12/21/2004	Gerry Neal Farris and Stewart Title Austin Inc		1419	90865		\$ 2,810.70	\$ 33,456,968.61
12/21/2004	Raymond C Sibert and Sarah A Sibert and Stewart Title Austin Inc		1405	90865		\$ 118,880.93	\$ 33,338,087.68
12/21/2004	Clerk of the Probate Court No. 1 Travis County		189	90865		\$ 129,334.00	\$ 33,208,753.68
12/21/2004	Probate Court No. 1 of Travis County		232	90865		\$ 825,000.00	\$ 32,383,753.68
12/21/2004	Linda Gilbert Prentice, Mary Ailine Gilbert McCalla, Joe Burch Gilbert and Stewart Title Austin Inc		345	90865		\$ 1,718,957.00	\$ 30,664,796.68
12/30/2004	Lynn Anderson aka Lynn F Anderson and Stewart Title Austin Inc		1329	90865		\$ 32,661.81	\$ 30,632,134.87
12/30/2004	George L Dacey, Trustee for Tay W Bond & Associates and as Attorney-in-fact for the partners of Tay W Bond & Associates and Stewart Title Austin Inc		198	90865		\$ 200,963.00	\$ 30,431,171.87
1/7/2005	Austin Crane Servie		141.003TP	90865		\$ 10,608.50	\$ 30,420,563.37
1/7/2005	R & L Transfer and Storage, Co., Inc.		1405.001OR	90865		\$ 120.00	\$ 30,420,443.37
1/11/2005	Joe Gilbert		345.001TP	90865		\$ 1,250.00	\$ 30,419,193.37
1/11/2005	James Harold Fisher and wife Lisa Dawn Fisher and Stewart Title Austin Inc		309	90865		\$ 160,330.00	\$ 30,258,863.37
1/18/2005	John Hardman		232.041TR	90865		\$ 820.00	\$ 30,258,043.37
1/18/2005	John Hardman		232.041TR	90865		\$ 7,089.86	\$ 30,250,953.51
1/18/2005	Peter A Dwyer and Stewart Title Austin Inc		224	90865		\$ 175,578.00	\$ 30,075,375.51
1/20/2005	D and R Associates Inc		232.001OB	90865		\$ 20,000.00	\$ 30,055,375.51
1/26/2005	All Points Moving and Storage Company, Inc		225.005TB	90865		\$ 150.00	\$ 30,055,225.51
1/26/2005	All Points Moving and Storage Company, Inc		226.001OB	90865		\$ 250.00	\$ 30,054,975.51
1/26/2005	Raymond C Sibert and Sarah A Sibert		1405.001OR	90865		\$ 2,688.45	\$ 30,052,287.06
2/3/2005	Unicorn Moving Company, Inc.		1405.001OR	90865		\$ 10,487.50	\$ 30,041,799.56
2/3/2005	Probate Court No. 1 of Travis County		229	90865		\$ 282,000.00	\$ 29,759,799.56
2/3/2005	Berger Transfer & Storage		170.001OR	90865		\$ 2,036.17	\$ 29,757,763.39
2/10/2005	Gerry Neal Farris		1419	90865		\$ 275.00	\$ 29,757,488.39
2/10/2005	Rodger Bunch		232.013TR	90865		\$ 300.00	\$ 29,757,188.39
2/10/2005	Rodger Bunch		232.013TR	90865		\$ 4,760.07	\$ 29,752,428.32
2/10/2005	Austin Crane Servie		141.003TP	90865		\$ 12,232.25	\$ 29,740,196.07
2/10/2005	Richard N Rosenberg and wife Susan Hall and Stewart Title Austin Inc		316	90865		\$ 127,000.00	\$ 29,613,196.07
2/15/2005	DJRS Inc and Stewart Title Austin Inc		197	90865		\$ 282,893.00	\$ 29,330,303.07
2/22/2005	Joe and Eleanor Banda		345.003TB	90865		\$ 1,350.00	\$ 29,328,953.07
2/22/2005	Joe and Eleanor Banda		345.002TR	90865		\$ 2,662.00	\$ 29,326,291.07
2/22/2005	Richard N Rosenberg and Susan Hall		316.001OR	90865		\$ 4,011.00	\$ 29,322,280.07
2/22/2005	Richard N Rosenberg and Susan Hall		316.001OR	90865		\$ 38,869.00	\$ 29,283,411.07

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27"10

CTTP: jaw

Travis County CTP Accounting

by Element and Date
Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
2/22/2005	Todd Bratton and wife Frances Bratton and Stewart Title Austin Inc		1335/1335E	90865		\$ 17,992.00	\$ 29,265,419.07
2/22/2005	James Harold Fisher and wife Lisa Dawn Fisher and Stewart Title Austin Inc		308	90865		\$ 44,712.00	\$ 29,220,707.07
3/1/2005	Rodger Bunch		232.013TR	90865		\$ 350.00	\$ 29,220,357.07
3/3/2005	Bernardo & Isabel Rodriguez		1417	90865		\$ 26.00	\$ 29,220,331.07
3/3/2005	Richard N. Rosenberg and Susan Hall		316.001OR	90865		\$ 500.00	\$ 29,219,831.07
3/3/2005	Armstrong Moving & Storage, Inc.		1327.0020B	90865		\$ 3,365.15	\$ 29,216,465.92
3/3/2005	Berger Transfer & Storage		316.001OR	90865		\$ 6,363.40	\$ 29,210,102.52
3/3/2005	Armstrong Moving & Storage, Inc.		1327.001OR	90865		\$ 10,207.37	\$ 29,199,895.15
3/3/2005	The Unspecified Trustees of the Lundell 1991Trust and Stewart Title Austin, Inc.		228	90865		\$ 200,151.00	\$ 28,999,744.15
4/26/2005	The Unspecified Trustees of the Lundell 1991Trust and Stewart Title Austin, Inc.		228	90865		\$ (200,151.00)	\$ 29,199,895.15
3/3/2005	Lena Zappa and Stewart Title Austin, Inc		311	90865		\$ 241,552.00	\$ 28,958,343.15
3/10/2005	James D. and Stephanie Ehrhardt		1327.001OR	90865		\$ 670.36	\$ 28,957,672.79
3/10/2005	Erin Scarborough		313.002TR	90865		\$ 800.00	\$ 28,956,872.79
3/10/2005	James H. Fisher		309.002OB	90865		\$ 1,200.00	\$ 28,955,672.79
3/10/2005	Erin Scarborough		313.002TR	90865		\$ 4,536.00	\$ 28,951,136.79
3/10/2005	James D. and Stephanie Ehrhardt		1327.001OR	90865		\$ 62,936.00	\$ 28,888,200.79
3/10/2005	Bradley D. Harris and wife, Laura Harris and Stewart Title Austin, Inc.		319A	90865		\$ 16,560.00	\$ 28,871,640.79
3/10/2005	Bradley D. Harris and wife, Laura Harris and Stewart Title Austin, Inc.		319B	90865		\$ 34,120.00	\$ 28,837,520.79
3/10/2005	Probate Court No. 1 of Travis County		199	90865		\$ 851,000.00	\$ 27,986,520.79
3/15/2005	Industrial Rigging Service of Austin, Inc.		225.005TB	90865		\$ 150.00	\$ 27,986,370.79
3/17/2005	Industrial Rigging Service of Austin, Inc.		226.001OB	90865		\$ 150.00	\$ 27,986,220.79
3/17/2005	James H. Fisher and Lisa Dawn Fisher		309.001OR	90865		\$ 220.00	\$ 27,986,000.79
3/17/2005	Stephanie Ehrhardt		1327.002OB	90865		\$ 10,000.00	\$ 27,976,000.79
3/17/2005	Probate Court No. 1 of Travis County		238	90865		\$ 478,959.00	\$ 27,497,041.79
3/23/2005	Raymond C Sibert and Sarah A Sibert		1405.001OR	90865		\$ 148.35	\$ 27,496,893.44
3/23/2005	Central Transportation System		197.003TP	90865		\$ 150.00	\$ 27,496,743.44
3/23/2005	Stephanie Ehrhardt		1327.002OB	90865		\$ 1,000.00	\$ 27,495,743.44
3/30/2005	James H Fisher and Lisa Dawn Fisher		309.001OR	90865		\$ 145.00	\$ 27,495,598.44
3/30/2005	Central Transportation System		197.002OP	90865		\$ 150.00	\$ 27,495,448.44
3/30/2005	Central Transportation System		197.001TB	90865		\$ 300.00	\$ 27,495,148.44
4/4/2005	Probate Court No. 1 of Travis County		1225	90865		\$ 58,289.00	\$ 27,436,859.44
4/4/2005	Margaret Nunez and Stewart Title Austin Inc		1411	90865		\$ 82,852.00	\$ 27,354,007.44
4/4/2005	Anne Bloor Schryver, Carol Anne Schryver, fka Carol Schryver Leach, Brian B Schryver, Jeffrey E Schryver, and Stewart Title Austin Inc		305B/BE	90865		\$ 340,924.00	\$ 27,013,083.44

Updated 7/2/10
Info TX DoT_SH130_SH45_Loop1_07'27'10
CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
4/4/2005	Anne Bloor Schryver, Carol Anne Schryver, fka Carol Schryver Leach, Brian B Schryver, Jeffrey E Schryver, and Stewart Title Austin Inc		305A/AE	90865		\$ 477,948.00	\$ 26,535,135.44
4/8/2005	Raymond C Sibert and Sarah A Sibert		1405.001OR	90865		\$ 485.00	\$ 26,534,650.44
4/8/2005	Wild Horse Addition, LTD a Texas Limited Partnership and Stewart Title Austin Inc		196	90865		\$ 8,712,733.00	\$ 17,821,917.44
4/8/2005	Wild Horse Addition, LTD a Texas Limited Partnership and Stewart Title Austin Inc		301A/B/BE	90865		\$ 9,193,595.00	\$ 8,628,322.44
4/13/2005	James Lang		315.003TR	90865		\$ 1,350.00	\$ 8,626,972.44
4/13/2005	Bert's Dirts / Dirt Holdings Inc / Don McKay		226.001OB	90865		\$ 78,750.00	\$ 8,548,222.44
4/13/2005	Virig inia L Preshaw and husband William Preshaw and Stewart Title Austin Inc		1334	90865		\$ 5,588.37	\$ 8,542,634.07
4/13/2005	Frances L Barclay fka Frances Louise Reinhardt Ladd and Stewart Title Austin Inc		1409/1409E/ 1409TE	90865		\$ 79,247.00	\$ 8,463,387.07
4/13/2005	Probate Court No. 1 of Travis County Carlos Luna Villalobos and wife Ana Maria		237	90865		\$ 119,646.00	\$ 8,343,741.07
4/15/2005	Villalobos and Stewart Title Austin Inc		395/395TE	90865		\$ 7,080.00	\$ 8,336,661.07
4/15/2005	Lone Star Infrastructure		157B/157BE	90865		\$ 522,481.00	\$ 7,814,180.07
4/15/2005	Probate Court No. 1 of Travis County Anne Bloor Schryver, Carol Anne Schryver, fka Carol Schryver Leach, Brian B Schryver, Jeffrey E Schryver, and Stewart Title Austin Inc		1215	90865		\$ 1,015,000.00	\$ 6,799,180.07
4/20/2005			305C	90865		\$ 70,579.00	\$ 6,728,601.07
4/20/2005	Agnes M Aldridge and husband Wayne Aldridge and Robert V Aldridge and Stewart Title Austin Inc		225	90865		\$ 818,336.00	\$ 5,910,265.07
4/20/2005	Bert's Dirts / Dirt Holdings Inc / Don McKay		226.001OB	90865		\$ 1,000.00	\$ 5,909,265.07
4/20/2005	Valley Crest Landscape Development Inc Richard Bernard Leblang and wife Olga Leblang and Stewart Title Austin Inc		197.001TB	90865		\$ 1,000.00	\$ 5,908,265.07
4/20/2005	Probate Court No. 1 of Travis County		324	90865		\$ 73,492.20	\$ 5,834,772.87
4/20/2005	Rick Weatherford and Melanie Leyendecker		234	90865		\$ 450,000.00	\$ 5,384,772.87
4/26/2005	Joe and Eleanor Banda		227.002TR	90865		\$ 1,550.00	\$ 5,383,222.87
4/26/2005	Joe Lundell and Iester Lundell, trustees of the Lundell 1991 Trust and Stewart Title Austin Inc		345.003TB	90865		\$ 8,200.00	\$ 5,375,022.87
4/26/2005	Probate Court No. 1 of Travis County		228	90865		\$ 200,151.00	\$ 5,174,871.87
8/24/2005	Barbara Sheffield dba Sheffield Golden Retrievers		159	90865		\$ 5,047,931.87	\$ 126,940.00
8/31/2005	Dana DeBeauvoir Travis County Clerk		151.002OB	90865		\$ 10,000.00	\$ 116,940.00
1/13/2006	Dana DeBeauvoir Travis County Clerk	3678	323	90865		\$ 116,940.00	\$ 0.00
1/13/2006	Dana DeBeauvoir Travis County Clerk	3660	167A/AE	90865		\$ (273,000.00)	\$ 273,000.00
			167C/CTE	90865		\$ (110,500.00)	\$ 383,500.00

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'27"10

CTTP: jaw

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
1/13/2006	Dana DeBeauvoir Travis County Clerk	3666	167B/BTE	90865		\$ (110,500.00)	\$ 494,000.00
1/13/2006	Dana DeBeauvoir Travis County Clerk	3659	167D/DE/DTE	90865		\$ (84,500.00)	\$ 578,500.00
1/13/2006	Dana DeBeauvoir Travis County Clerk	3668	167F/FE	90865		\$ (71,500.00)	\$ 650,000.00
5/4/2006	Jose Ruben Rios		142.002OR	90865		\$ 250.70	\$ 649,749.30
5/4/2006	Jose Ruben Rios		142.002OR	90865		\$ 31,453.00	\$ 618,296.30
5/4/2006	Probate Court No. 1 of Travis County		186/186TE	90865		\$ 67,750.00	\$ 550,546.30
5/12/2006	Travis County Clerk		156	90865		\$ 20.00	\$ 550,526.30
5/12/2006	SEC Planning Consultants		1215	90865		\$ 600.00	\$ 549,926.30
5/12/2006	SEC Planning Consultants		1215	90865		\$ 1,050.00	\$ 548,876.30
5/18/2006	Peter A Dwyer and Stewart Title Austin Inc		224	90865		\$ 548,876.30	\$ 0.00
	Barron, Adler & Anderson - refund for lower award						
6/5/2007	than originally paid	#2528	1215	90865		\$ (40,000.00)	\$ 40,000.00
10/9/2008	JV212 To Austin SFI A		194	90865		\$ (878,117.00)	\$ 918,117.00
10/9/2008	JV212 To Austin SFI A		195	90865		\$ (150.00)	\$ 918,267.00
10/9/2008	JV212 To Austin SFI A		195	90865		\$ (20,000.00)	\$ 938,267.00
10/9/2008	JV212 To Austin SFI A		195	90865		\$ (835,300.00)	\$ 1,773,567.00
10/9/2008	JV212 To Austin SFI A		354	90865		\$ (1,831,830.00)	\$ 3,605,397.00
10/9/2008	JV212 To Austin SFI A		354	90865		\$ (500,000.00)	\$ 4,105,397.00
10/9/2008	JV212 To Austin SFI A		354	90865		\$ (3,700,000.00)	\$ 7,805,397.00
10/9/2008	JV212 To Austin SFI A		354	90865		\$ (1,468,170.00)	\$ 9,273,567.00
10/9/2008	JV212 To Austin SFI A		195	90865		\$ (18,412.00)	\$ 9,291,979.00
10/9/2008	JV212 To Austin SFI A		195	90865		\$ (16,180.50)	\$ 9,308,159.50
10/9/2008	JV212 To Austin SFI A		195	90865		\$ (15,074.96)	\$ 9,323,234.46
10/9/2008	JV212 To Austin SFI A		224	90865		\$ (175,578.00)	\$ 9,498,812.46
10/9/2008	JV212 To Austin SFI A		301	90865		\$ (4,734,761.28)	\$ 14,233,573.74
10/9/2008	JV212 To TxDOT SFI blank		301	90865		\$ (4,458,833.72)	\$ 18,692,407.46
	Dan Foster as Trustee for Lozier Properties, Ltd.						
10/27/2008	And JL-D Management Co., dba FM 973 PIT		382	90865		\$ 300,000.00	\$ 18,392,407.46
	Parcels charged to SFI 'blank' will be adjusted to Travis County for the difference						\$ 18,392,407.46
3/11/2010	Barron and Adler		162			\$ (15,000.00)	\$ 18,407,407.46
3/29/2010	Move costs from TxOT to Travis					\$ 18,407,407.46	\$ -
				Totals:	\$90,000,000.00		\$ -

APRIL 30, 2002 – VOTING SESSION

13

14. APPROVE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT FOR STATE HIGHWAY 45 NORTH (SH 45N). (COMMISSIONER SONLEITNER) (9:57 AM) (11:29 AM) (12:23 PM) (1:50 PM)

Clerk's Note: Items 13, 14, and 15 are associated with one another and were called for concurrent discussion.

Members of the Court agreed to consider one Motion for Items 13, 14, and 15. Please refer to Item 13 for a summary of the Court's Motion and Vote.

15. APPROVE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT FOR STATE HIGHWAY 130 (SH 130). (JUDGE BISCOE) (9:57 AM) (11:29 AM) (12:23 PM) (1:50 PM)

Clerk's Note: Items 13, 14, and 15 are associated with one another and were called for concurrent discussion.

Members of the Court agreed to consider one Motion for Items 13, 14, and 15. Please refer to Item 13 for a summary of the Court's Motion and Vote.

16. APPROVE CONTRACT AMENDMENT WITH THE CLEAN AIR FORCE FOR PUBLIC EDUCATION FUNDING PREVIOUSLY AUTHORIZED BY COURT. (10:45 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Scheleen Walker, TNR.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the contract amendment.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Karen Sonleitner	yes
Precinct 3, Commissioner Margaret Moore	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

0461-4931-818-8114

01B04R

\$66,000,000.00

② 461-4931-818-8114

00B01R

\$20,000,000.00

③ 443-4941-818-8114

97B05R

\$2,670,000.00

④ 443-4941-753-8114

97B05R

\$1,330,000.00

PO# 0102
Reg # 259546

RECEIVED
JUN 25 2002
TNR

U.S.
66,000,000.00 +
20,000,000.00 +
2,670,000.00 +
1,330,000.00 +
90,000,000.00 +
90,000,000.00 +

COUNTY: Williamson and Travis
HIGHWAY: SH 130
LIMITS: From Interstate Highway 35 at State
Highway 195, to Interstate Highway
10 at Seguin

**FUNDING AGREEMENT WITH TRAVIS COUNTY FOR
RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT SH 130**

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Turnpike Authority ("TTA"), a division of the Texas Department of Transportation ("Department"), hereinafter called the "State", and Travis County ("the County"), collectively referred to as "the Parties," each acting by and through its duly authorized officials.

WITNESSETH

WHEREAS, the Texas Transportation Code authorizes the State to layout, construct, maintain, and operate a system of streets, roads, highways and turnpikes that comprise the State Highway System; and,

WHEREAS, TTA plans to construct State Highway 130, to be a controlled access highway from Interstate Highway 35 at State Highway 195, to Interstate Highway 10 at Seguin, hereinafter called the "Project"; and,

WHEREAS, Commission Minute Order Numbers 83157 and 108875 require \$150,000,000 of the cost of funding the acquisition of right-of-way and utility adjustments for the Project to be provided by local entities; and

WHEREAS, the County's share is \$90,000,000 as stated in the letter dated December 27, 2001, which is attached hereto as Exhibit "1"; and,

WHEREAS, the County finds that the Project offers benefits to the citizens of Travis County and desires to contribute funds to right-of-way acquisition and utility adjustments for the part of the Project in Travis County; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, the State and the County agree as follows:

AGREEMENT

ARTICLE I. TIME PERIOD COVERED

This Agreement becomes effective when signed by the last Party whose signature makes the agreement fully executed, and said Agreement shall be in full force and effect until all right-of-way acquisition and utility adjustment work on the Project described herein has been completed, including rendition of final and non-appealable judgments in any litigation, or until this Agreement is terminated as hereinafter provided.

ARTICLE 2. PROJECT FUNDING

The State shall perform or cause to be performed those Project items of work which the County and the State have agreed to undertake and/or pay for as described in Attachment "A" to this Agreement, which is attached to and made a part of this Agreement. This Agreement provides funding for the cost of right-of-way acquisition for the parcels, title insurance fees, relocation assistance, clearance of improvements, and utility adjustments for the segment of the Project within Travis County in accordance with the bond covenants ("ROW Costs"), but no other aspects of the Project.

ARTICLE 3. TERMINATION

- (a) Without prejudice to any other legal or equitable right or remedy that either Party would otherwise possess hereunder, or as a matter of law, the non-defaulting Party, upon giving the defaulting Party written notice, shall be entitled to terminate this Agreement in its entirety if the defaulting Party shall fail to remedy any default within twenty (20) business days after receipt of written notice by the defaulting party.
- (b) This Agreement may also be terminated by:
 - (1) mutual written agreement and consent of both Parties;
 - (2) the State, upon thirty (30) days written notice to the County, if the State determines that completion of the Project is not in the best interest of the State; or
 - (3) the County, upon thirty (30) days written notice to the State, if the State has not commenced construction of the Project within ten (10) years of the effective date of this Agreement.
- (c) If the Agreement is terminated in accordance with the above provisions, unless otherwise agreed by the Parties:
 - (1) the County will be responsible for the payment of the ROW Costs incurred

- by the State and which are covered by this Agreement, up to the time of termination; and
- (2) the State will repay the County, any County funds the State has not expended for ROW Costs in accordance with this Agreement at the time of termination.
- (d) If the Agreement is terminated and the State determines that any of the acquired parcels should be sold, the County will be reimbursed its pro rata share of the sales proceeds for each parcel sold.

ARTICLE 4. RIGHT OF ACCESS

If the County is the owner of any part of the Project site, the County shall permit the State or its authorized representative access to the site to perform any activities required in connection with the Project.

ARTICLE 5. RELATIONSHIP OF THE PARTIES

Each Party acknowledges to the other that (i) it is not an agent, servant, or employee of the other Party, and (ii) it is responsible for its own acts and deeds and for those of its agents, contractors, representatives or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

This Agreement, including any attachments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understanding or representations, whether oral or written, respecting the subject matter of the Agreement. This Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Parties.

ARTICLE 7. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns, and administrators.

ARTICLE 8. AMENDMENTS

By mutual written consent of the Parties, the scope of work and payment provisions of this Agreement may be amended prior to the expiration of this contract. No amendment to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both Parties.

ARTICLE 9. CONDUCT OF WORK

The Parties have agreed to follow certain procedures in acquisition of right-of-way, relocation assistance, right-of-way clearance, and utility adjustment process for this Project that are set forth

in Attachment "A" to this Agreement. Unless otherwise specifically stated in Attachment "A" to this Agreement, the State shall provide, or contract to provide, such mapping, appraisal, negotiation, relocation assistance, condemnation, engineering inspection and testing services, demolition and disposal of improvements, and any other work or service as may be required to pursue the acquisition of all necessary right-of-way, and the completion of utility adjustments in accordance with the approved plans and specifications. The County shall provide reasonable assistance to the State upon request. The County will assist the State, to the extent allowed by law

ARTICLE 10. INCREASED COSTS

The State or other entities shall be responsible for all SH 130 ROW Costs over the \$90,000,000 transferred under this Agreement.

ARTICLE 11. SIGNATORY WARRANTY

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

ARTICLE 12. VENUE

Any and all legal action related directly or indirectly to this Agreement must be filed in Travis County, Texas.

ARTICLE 13. LEGAL CONSTRUCTION

If 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.

ARTICLE 14. OWNERSHIP OF DOCUMENTS

Upon the completion or termination of this Agreement, all documents prepared by the State or its agents or contractors 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. After completion of the Project, the County may request copies of all Project right-of-way files relating to right-of-way within Travis County.

ARTICLE 15. COMPLIANCE WITH LAWS

The Parties shall comply with all Federal and State laws, statutes, rules and regulations affecting the performance of this Agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

ARTICLE 16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, and when both Parties have signed this Agreement, each counterpart shall be deemed an original as if the Parties had signed one and the same instrument.

ARTICLE 16. NOTICES

Where the parties are required to provide written notice, such notice shall be deemed given when either (i) hand-delivered or (ii) deposited in the U.S. mail, first class, postage pre-paid, provided a copy is also sent via facsimile on the same day as the mailing. Such written communication shall be sent or delivered to the address and fax numbers shown below.

IN WITNESS WHEREOF, THE STATE AND THE COUNTY have executed this Agreement to effectuate its purpose.

THE STATE OF TEXAS

Executed 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: Phillip E. Russell Date: 5/1/02
Phillip E. Russell, P. E.
Director, Texas Turnpike Authority Division of the
Texas Department of Transportation

TRAVIS COUNTY

By: Samuel T. Biscoe FOR Date: 4/30/02
Samuel T. Biscoe
County Judge

PLEASE SIGN
& DATE

Approval for the execution of this Agreement by the County Judge of Travis County was provided by resolution of the Commissioners' Court of Travis County on 4/30, 2002.

ATTACHMENT "A"

Work Responsibilities And Payment Provisions

A. Work Responsibilities

1. Right-of-way Acquisition, Relocation Assistance and Clearance of Improvements

The State shall prepare right-of-way maps, property descriptions, title information, and other data as needed to properly describe the right-of-way for the Project. The State shall be responsible for acquiring right-of-way for the Project and will pay for the personnel and services necessary to acquire, either through purchase or condemnation, the right of way and to administer relocation assistance and the clearance and disposition of improvements from the right-of-way. All applicable Federal and State laws governing the acquisition policies for acquiring real property will be followed.

2. Utility Adjustments/Relocations

The proposed construction of the Project will require the adjustment, removal or relocation of utility facilities (including, without limitation, equipment and facilities used directly or indirectly in the provision of water, wastewater, gas, electric, telephone, internet, cable, voice, video or data transmission services). The State shall identify the necessary utility work and shall coordinate with the affected utility companies to design and schedule their adjustments. The State or the appropriate utility companies shall be responsible for all of the work associated with the removal or relocation of such utility facilities, which work shall be in accordance with applicable State law, regulations, policies and procedures.

3. Environmental Remediation

- a. The State has prepared the appropriate environmental documentation and has secured environmental clearance for the Project.
- b. All the costs associated with the remediation of any environmental adverse impacts on County owned property or clearly caused by the County on Parcels acquired within Travis County, such remediation required to be taken as a result of State or Federal environmental laws and regulations, shall be the responsibility of the County, not the State.

- c. The State will undertake all reasonable legal actions to recover the costs associated with the remediation of any environmental adverse impacts caused by the property owner or other responsible party on Parcels acquired within Travis County. If, after having undertaken all reasonable legal actions to recover such costs from the property owner or other responsible party, the State is unable to recover such costs, the County shall each be responsible for the cost of such remediation.

B. Payment Provision and Time of Performance

As to that portion of the right-of-way acquisition and utility adjustments required for the Project that is situated within Travis County, the State may use the funds transferred by the County for funding the costs of ROW, which includes, but is not limited to, the following, and which are hereinafter called "ROW Costs":

1. the amount of just compensation determined for each parcel of right-of-way and the remainder damages, if any associated with such parcel, including all amounts due in any final judgment;
2. the unrecovered remediation costs identified in Article A.3.b and A.3.c herein;
3. title insurance fees;
4. relocation assistance costs for any owner or occupant eligible for relocation assistance, including all amounts due in any final judgment;
5. clearance and disposition of improvements from the right of way, including all amounts due in any final judgment; and
6. utility adjustments, including all amounts due in any final judgment.

The County acknowledges that it is responsible for \$90,000,000 of the ROW Costs of the Project within Travis County

C. Funding Provisions

1. Funding Schedule, Additional Funding, and Accounting of Funds
 - a. Within ninety (90) days after execution of this Agreement, the County shall transfer to the State the total sum of \$90,000,000.00 to be utilized solely and exclusively for this Project. The State may utilize these funds to pay the County's share of the ROW Costs. In the event the total amount transferred by the County is not used, the excess amount will be returned to the County.



CODE 9125

RECEIVED

SEP 09 2010

TNR

Texas Department of Transportation

P.O. Box 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

September 1, 2010

Mr. Joe Gieselman
Executive Manager
Travis County
P. O. Box 1748
Austin, Texas 78767-1747

Re: Central Texas Turnpike Project
Loop 1

Dear Mr. Gieselman:

In accordance with the Advanced Funding Agreement entered into by the State and Travis County for right of way acquisition for the above referenced project, we are furnishing a Final Statement of Cost outlining all expenditures incurred on the project.

The cost statement indicates additional funds are due to the State in the amount of \$2,623,210.36. Please issue a payment to the Texas Department of Transportation as soon as possible, either by warrant or wire (instructions attached).

Should you have any questions, you may contact James Bartsch at (512) 832-7025.

Sincerely,

Carlos A. Lopez, P.E.

Carlos A. Lopez, P.E.
Austin District Engineer

Attachment

cc: R. L. Stuard, P.E., Deputy District Engineer, Austin District, TxDOT
Diana Gittinger
Silvia Morales

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

Equal Opportunity Employer

**WIRING INSTRUCTIONS
FOR
ELECTRONIC FUNDS TRANSFERS
TO
THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
Texas Wire Clearing Account**

Financial Institution:	Austin Texas Comptroller Austin
Routing Number:	114900164
Account Name:	Comptroller of Public Accounts Treasury Operations
Account Number to Credit:	463600001
Reference:	Travis County CSJ 3136-01-124 SFI=T
Attention:	State Agency and Name 601-Texas Department of Transportation Diana Ruiz

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Total Expense	Travis Expense	Balance
Loop 1								
CSJ 3136-01-124T								
8/16/2002	Travis County	Ck# 582298	n/a		\$ 6,500,000.00		\$	6,500,000.00
12/9/2002	Jack Garey and Heritage Title		25DE		\$	407,722.00	\$ 203,861.00	\$ 6,296,139.00
12/9/2002	Time Warner		TTA-U-28		\$	42,258.83	\$ 21,129.42	\$ 6,275,009.59
5/1/2003	Chicago Title Insurance		31, 31 DE pt. 1 & 2, & 31 CE pt. 1		\$	306,459.50	\$ 153,229.75	\$ 6,121,779.84
5/1/2003	Chicago Title Insurance		29, 29DE, & 29 E1		\$	5,112,710.00	\$ 2,556,355.00	\$ 3,565,424.84
5/1/2003	Chicago Title Insurance		48E		\$	46,589.40	\$ 23,294.70	\$ 3,542,130.14
5/1/2003	Chicago Title Insurance		30, 30 CE, 30 DE		\$	1,930,058.60	\$ 965,029.30	\$ 2,577,100.84
7/11/2003	Travis County	Ck delivered to Coleta	n/a		\$ 500,000.00	\$	\$	3,077,100.84
7/2/2003	Travis County Clerk, Property Records		28		\$	33.00	\$ 16.50	\$ 3,077,084.34
7/9/2003	Robinson Land Limited Partnership		29DE, 30DE, & 31DE2		\$	2,000.00	\$ 1,000.00	\$ 3,076,084.34
7/10/2003	Dartagnan Partners		28/28DE		\$	7,733,755.00	\$ 3,866,877.50	\$ (790,793.17)
9/26/2003	Time Warner Cable, Inc		TTA-U-78		\$	4,924.46	\$ 2,462.23	\$ (793,255.40)
10/31/2003	SBC		TTA-U-27		\$	52,114.77	\$ 26,057.39	\$ (819,312.78)
11/12/2003	SBC		TTA-U-27		\$	2,689.22	\$ 1,344.61	\$ (820,657.39)
11/24/2003	SBC		TTA-U-73		\$	186,277.51	\$ 93,138.76	\$ (913,796.15)
12/4/2003	AcuScribe Court Reporters		28		\$	50.00	\$ 25.00	\$ (913,821.15)
12/4/2003	Travis County Clerk		28 & 41		\$	54.00	\$ 27.00	\$ (913,848.15)
1/12/2004	Chicago Title Insurance		27, 27DE		\$	363,899.00	\$ 181,949.50	\$ (1,095,797.65)
12/22/2003	Chicago Title Insurance		27, 27DE		\$	2,589.00	\$ 1,294.50	\$ (1,097,092.15)
12/22/2003	Travis County Clerk		28, 28DE		\$	38.00	\$ 19.00	\$ (1,097,111.15)
1/6/2004	SBC		28, 28DE		\$	62,136.60	\$ 31,068.30	\$ (1,128,179.45)
2/2/2004	Travis County Clerk Probate Court No.1		28		\$	21.00	\$ 10.50	\$ (1,128,189.95)
2/6/2004	Travis County Clerk Probate Court No.1		28, 28DE		\$	1,050.00	\$ 525.00	\$ (1,128,714.95)
2/6/2004	Travis County Clerk Probate Court No.1		28, 28DE		\$	148,461.00	\$ 74,230.50	\$ (1,202,945.45)
2/20/2004	Chicago Title Insurance Company		29,29DE, 29E1		\$	26,307.90	\$ 13,153.95	\$ (1,216,099.40)
2/20/2004	Chicago Title Insurance Company		48E		\$	708.90	\$ 354.45	\$ (1,216,453.85)
2/20/2004	Chicago Title Insurance Company		31,31DE1,31DE 1 & 2, 31E		\$	1,739.34	\$ 869.67	\$ (1,217,323.52)
2/20/2004	Chicago Title Insurance Company		30,30DE		\$	10,874.60	\$ 5,437.30	\$ (1,222,760.82)
2/20/2004	Travis County	x-fer to 3136-01-134 (utilities)			\$ (971,589.29)	\$	\$	\$ (2,194,350.11)
3/15/2004	AcuScribe Court Reporters		28		\$	162.50	\$ 81.25	\$ (2,194,431.36)
3/25/2004	SBC		TTA-U-73		\$	36,038.20	\$ 18,019.10	\$ (2,212,450.46)
4/19/2004	Travis County Clerk of the Probate Court 1		28, 28DE		\$	2,100.00	\$ 1,050.00	\$ (2,213,500.46)
6/17/2004	City of Austin Water and Wastewater		TTA-U-18		\$	2,492.94	\$ 1,246.47	\$ (2,214,746.93)
8/19/2004	TXU Electric		TTA-U-33		\$	369,798.73	\$ 184,899.37	\$ (2,399,646.29)
9/17/2004	Travis County Clerk of the Probate Court 1		28 & 28DE		\$	48.00	\$ 24.00	\$ (2,399,670.29)
9/17/2004	Travis County Clerk of the Probate Court 1		28 & 28DE		\$	100,000.00	\$ 50,000.00	\$ (2,449,670.29)
9/28/2004	TXU Gas Distribution		TTA-U-34		\$	164,086.58	\$ 82,043.29	\$ (2,531,713.58)
10/28/2004	TXU Gas Distribution		TTA-U-34		\$	18,231.85	\$ 9,115.93	\$ (2,540,829.51)

Updated 7/2/10

Info TX DoT_SH130_SH45_Loop1_07'29'10

CTTP: jaw

Travis County CTPP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Total Expense	Travis Expense	Balance
11/23/2004	TXU Electric Delivery		TTA-U-33		\$ 41,088.74	\$ 20,544.37	\$ (2,561,373.88)	
2/10/2005	SBC		TTA-U-73		\$ 24,701.75	\$ 12,350.88	\$ (2,573,724.75)	
3/30/2005	SBC		TTA-U-27		\$ 152,572.04	\$ 76,286.02	\$ (2,650,010.77)	
4/4/2005	SBC		TTA-U-27		\$ (152,572.04)	\$ (76,286.02)	\$ (2,573,724.75)	
4/5/2005	SBC		TTA-U-27		\$ 77,969.06	\$ 38,984.53	\$ (2,612,709.28)	
6/30/2005	SBC		TTA-U-27		\$ 23,451.29	\$ 11,725.65	\$ (2,624,434.93)	
9/12/2005	City of Austin Water and Wastewater		TTA-U-18		\$ 13,618.61	\$ 6,809.31	\$ (2,631,244.23)	
1/6/2006	SBC		TTA-U-27		\$ 27,386.92	\$ 13,693.46	\$ (2,644,937.69)	
2/6/2006	Wells Branch MUD				\$ 4,921.00	\$ 2,460.50	\$ (2,647,398.19)	
04/06/06	City of Austin Water and Wastewater		TTA-U-18		\$ 2,662.98	\$ 1,331.49	\$ (2,648,729.68)	
08/23/06	SBC		TTA-U-27		\$ 27,305.32	\$ 13,652.66	\$ (2,662,382.34)	
10/01/07	Heritage Title Company of Austin, Inc		28/28DE		\$ 35,157.32	\$ 17,578.66	\$ (2,679,961.00)	
10/13/08	Chicago Title - JV220	ck #965926			\$ (1,811.31)	\$ (905.66)	\$ (2,679,055.35)	
10/15/08	JV212 from SFI A (need to request funds)				\$ 39,600.00	\$ 19,800.00	\$ (2,698,855.35)	
10/15/08	JV212 from SFI A (need to request funds)				\$ 482.46	\$ 241.23		
10/15/08	Rounding adjustment				\$ 0.06	\$ 0.03		
Totals: \$ 6,028,410.71						\$ 17,455,014.63	\$ (2,699,096.61)	

0.00

8,727,507.32 +

895,702.99 +

9,623,210.31

Travis County CTP Accounting

by Element and Date

Effective July 2010

Date	Description	Check #	Parcel/Invoice	Fund	Contribution	Expense	Balance
Loop 1 Utilities							
CSJ 3136-01-134							
11/6/2003	Travis Co. utilities less 4% retainage	n/a	Trustee	90865		\$ 101,504.70	\$ (101,504.70)
12/3/2003	Travis Co. utilities less 4% retainage	n/a	Trustee	90865		\$ 49,933.65	\$ (151,438.35)
1/7/2004	Travis Co. utilities less 4% retainage	195	Trustee	90865		\$ 191,997.21	\$ (343,435.56)
2/6/2004	Travis Co. utilities less 4% retainage	207	Trustee	90865		\$ 218,208.25	\$ (561,643.81)
2/20/2004	x-fer from 3136-01-124T	n/a	Trustee	90865	\$ 971,589.29		\$ 409,945.48
3/5/2004	Travis Co. utilities less 4% retainage	220	Trustee	90865		\$ 142,713.60	\$ 267,231.88
4/5/2004	Travis Co. utilities less 4% retainage	235	Trustee	90865		\$ 24,947.74	\$ 242,284.15
7/2/2004	Travis Co. utilities less 4% retainage	281	Trustee	90865		\$ 58,964.64	\$ 183,319.51
8/2/2004	Travis Co. utilities less 4% retainage	294	Trustee	90865		\$ 185.07	\$ 183,134.44
9/1/2004	Travis Co. utilities less 4% retainage	305	Trustee	90865		\$ 10,320.00	\$ 172,814.44
12/7/2004	Travis Co. utilities less 4% retainage	355	Trustee	90865		\$ 233.05	\$ 172,581.39
1/5/2005	Travis Co. utilities less 4% retainage	367	Trustee	90865		\$ 1,728.00	\$ 170,853.39
2/1/2005	Travis Co. utilities less 4% retainage	378	Trustee	90865		\$ 3,024.00	\$ 167,829.39
4/3/2005	Travis Co. utilities less 4% retainage	406	Trustee	90865		\$ 126.81	\$ 167,702.58
7/1/2005	Travis Co. utilities less 4% retainage	450	Trustee	90865		\$ 30,801.60	\$ 136,900.98
8/2/2005	Travis Co. utilities less 4% retainage	467	Trustee	90865		\$ 21.06	\$ 136,879.93
9/6/2005	Travis Co. utilities less 4% retainage	483	Trustee	90865		\$ 2,476.99	\$ 134,402.94
11/9/2005	Correction to req. 510	510	Trustee	90865		\$ (441.60)	\$ 134,844.54
12/5/2005	Travis Co. utilities less 4% retainage	530	Trustee	90865		\$ 11,059.20	\$ 123,785.34
1/3/2006	Travis Co. utilities less 4% retainage	547	Trustee	90865		\$ (1,488.00)	\$ 125,273.34
2/2/2006	Travis Co. utilities less 4% retainage	565	Trustee	90865		\$ 5,307.91	\$ 119,965.43
5/2/2006	Travis Co. utilities less 4% retainage	609	Trustee	90865		\$ 3,456.00	\$ 116,509.43
11/6/2006	Travis Co. utilities less 4% retainage	698	Trustee	90865		\$ 2,880.00	\$ 113,629.43
2/5/2007	Travis Co. utilities less 4% retainage	698	Trustee	90865		\$ (43.57)	\$ 113,673.00
6/6/2007	Travis Co. utilities less 4% retainage	698	Trustee	90865		\$ 1,488.00	\$ 112,185.00
11/6/2007	Travis Co. utilities less 4% retainage	855	Trustee	90865		\$ 12,902.30	\$ 99,282.70
2/4/2008	Travis Co. utilities less 4% retainage	880	Trustee	90865		\$ 14.40	\$ 99,268.30
3/5/2008	Travis Co. utilities less 4% retainage	887	Trustee	90865		\$ (13,028.67)	\$ 112,296.97
5/5/2008	Travis Co. utilities less 4% retainage	902	Trustee	90865		\$ 582.55	\$ 111,714.42
5/19/2008	Travis Co. retainage	906	Trustee	90865		\$ 17,914.06	\$ 93,800.36
8/21/2008	Travis Co. retainage	928	Trustee	90865		\$ 13,435.55	\$ 80,364.81
12/15/2008	Travis Co. retainage	950	Trustee	90865		\$ 3,582.81	\$ 76,782.00
2/24/2009	Travis Co. retainage	961	Trustee	90865		\$ 895.71	\$ 75,886.30
Totals:					\$ 971,589.29	\$	\$ 75,886.29

PROJECT CATEGORY		TTA 2002(98)	CONTROL DESCRIPTION	313601134 TRAVIS COUNTY UTILITIES						
		001								
LINE NBR	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	NET CO QUANTITY	QTY PAID TO DATE	AMOUNT \$	
3670	04020501	000	TRENCH EXCAV PROTECTION	LF	0.250	3,782.000		0.000	1,086.20	271.56
3680	05120502	001	PORT CONC TRAF BAR(STKPL,INSTL & RETRN)	LF	10.000	250.000		0.000	950.00	9,900.00
3685	50100501	000	CONSTRUCT EXIT (TY 1)	SY	11.750	1,000.000		0.000	1,000.00	11,750.00
3690	50100602	000	CONSTRUCT EXIT (REMOV & REPLAC)(TY 1)	SY	12.000	500.000		0.000	500.00	6,000.00
3695	50100503	000	CONSTRUCT EXIT (REMOV)(TY 1)	SY	3.750	1,000.000		0.000	1,000.00	3,750.00
3700	52490501	000	TEMP SEDMT CONT FENCE	LF	0.850	3,775.000		0.000	3,775.00	3,208.75
3705	52490502	000	TEMP SEDMT CONT FENCE (REMOVE & REPLAC)	LF	0.850	1,888.000		0.000	1,888.00	1,604.80
3710	52490503	000	TEMP SEDMT CONT FENCE (REMOV)	LF	0.160	3,775.000		0.000	3,775.00	566.25
3715	59680509	001	ENCASEMENT PIPE (24 IN)	LF	92.000	66.000		0.000	66.00	6,072.00
3728	59680547		ENCASEMENT PIPE (54 IN)	LF	240.290	0.000		539.000	518.30	124,542.31
			Revise unit cost due to design revision requiring 0.5" wall							
3731	59680648		ENCASEMENT PIPE (72 IN)	LF	428.610	0.000		831.000	830.70	356,046.33
			Revise unit cost due to design revision requiring 0.5" wall							
3740	59680552	001	PIPE (8 IN DI)(CL 250)	LF	190.000	20.000		0.000	19.00	3,610.00
3745	59680553	001	PIPE (16 IN DI)(CL 250)	LF	62.000	371.000		0.000	113.00	7,006.00
3750	59680555	001	PIPE (48 IN DI)(CL 250)	LF	250.000	3,236.000		0.000	3,219.50	804,875.00
3770	59680575	001	VALVE (COMB AIRVAC RELEASE)(4 IN)	EA	6,100.000	1.000		0.000	1.00	6,100.00
CATEGORY		001	DESCRIPTION	TRAVIS COUNTY UTILITIES						
LINE NBR	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	BID QUANTITY	NET CO QUANTITY	QTY PAID TO DATE	AMOUNT \$	
3775	59680578	001	VALVE (DOUBLE DISK GATE)(48 IN)	EA	53,000.000	5.000		0.000	5.00	265,000.00
3780	59680580	001	VALVE (FLUSHING ASSEMBLY)(6 IN)	EA	2,520.000	1.000		0.000	1.00	2,520.00
3785	59680584	001	VALVE (RESILIENT SEATED GATE)(12 IN)	EA	1,550.000	3.000		0.000	3.00	4,650.00
3790	59680585	001	VALVE (RESILIENT SEATED GATE)(16 IN)	EA	6,000.000	3.000		0.000	4.00	24,000.00
3796	96080517	001	UNIQUE CHANGE ORDER ITEM 17	DOL	54,946.270	0.000		2.000	2.00	109,892.54
			CO # 21 WL B Tie in to existing COA 48" CSC WL (EA)							
3797	96080514	001	UNIQUE CHANGE ORDER ITEM 14	DOL	12,950.460	0.000		1.000	1.00	12,950.46
			CO # 21 11.25 degree fitting-WL "B/B7" tie in (EA)							
3800	59680523	001	MANH (COMPL)(4 FT)	EA	3,600.000	3.000		-1.000	2.00	7,200.00
3805	59680525	001	FIRE HYDRANT/DRAIN VALVE ASSEMBLY	EA	2,550.000	1.000		0.000	1.00	2,550.00
3810	59680542	001	CAST IRON OR DUCTILE IRON FITTINGS(DI)	TON	1,020.000	23.300		0.000	17.00	17,340.00
Category Subtotal									1,791,406.00	
									50/50 split	\$895,703.00

APRIL 30, 2002 – VOTING SESSION

12

TRANSPORTATION & NATURAL RESOURCES DEPT. ITEMS

13. APPROVE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT FOR LOOP 1 NORTH. (COMMISSIONER SONLEITNER) (9:57 AM) (11:29 AM) (12:23 PM) (1:50 PM)

Clerk's Note: Items 13, 14, and 15 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; Tom Nuckols, Assistant County Attorney; Ladd Pattillo, Travis County Financial Advisor; Glen Opel, Travis County Bond Counsel; and Bob Daigh, Deputy Director, Turnpike Authority Division, Texas Department of Transportation.

Clerk's Note: Commissioner Sonleitner announced that Items 13, 14, and 15 would be considered in Executive Session pursuant to Gov't Code Ann 551.071, Consultation with Attorney.

Members of the Court agreed to consider one Motion for Items 13, 14, and 15.

Motion by Commissioner Sonleitner **and seconded by** Commissioner Moore to approve Items 13, 14, and 15, related to Travis County's funding agreements with the Texas Department of Transportation, for right-of-way acquisition and utility adjustments for Loop 1 North, SH 45 North and SH 130.

Clerk's Note: Commissioner Gómez requested that the Texas Department of Transportation give the Court a status report every 90 days with regards to the projects.

Motion carried: County Judge Samuel T. Biscoe	absent
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Karen Sonleitner	yes
Precinct 3, Commissioner Margaret Moore	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

COUNTY: Williamson and Travi
HIGHWAY: Loop 1
LIMITS: From FM 734 (Parmer Lane) to proposed SH

FUNDING AGREEMENT WITH TRAVIS COUNTY FOR
RIGHT-OF-WAY ACQUISITION AND UTILITY ADJUSTMENT LOOP 1

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Turnpike Authority ("TTA"), a division of the Texas Department of Transportation ("Department"), hereinafter called the "State", and Travis County ("the County"), collectively referred to as "the Parties," each acting by and through its duly authorized officials.

WITNESSETH

WHEREAS, the Texas Transportation Code authorizes the State to layout, construct, maintain, and operate a system of streets, roads, highways and turnpikes that comprise the State Highway System and;

WHEREAS, TTA plans to construct an extension to Loop 1, such extension to be a controlled access highway from the intersection of existing Loop 1 and FM 734 (Parmer Lane) in Austin to the proposed intersection of Loop 1 and SH 45, a distance of approximately four miles, hereinafter called the "Project"; and,

WHEREAS, Commission Minute Order Numbers 108365 and 108875 authorize a 50% participation by the Department, acting through the TTA, in the cost of funding the acquisition of right-of-way and utility adjustments for the Project, with the remaining participation to be provided by local entities; and

WHEREAS, the County finds that the Project offers benefits to the citizens of Travis County and desires to contribute funds to right-of-way acquisition and utility adjustments for the part of the Project in the unincorporated part of Travis County; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, the State and the County agree as follows:

April 30, 2002 (11:37AM)

PO# 259983

Reg # 289666

463-4931-808-2114 Page 1

Vender 8059

92 4 9691 ON

BRUNNEN 1007

WY31 J110 WAZZIC 7007 51

AGREEMENT

ARTICLE 1. TIME PERIOD COVERED

This Agreement becomes effective when signed by the last Party whose signature makes the agreement fully executed, and said Agreement shall be in full force and effect until all right-of-way acquisition and utility adjustment work on the Project described herein has been complete including rendition of final and non-appealable judgments in any litigation, or until this Agreement is terminated as hereinafter provided.

ARTICLE 2. PROJECT FUNDING

The State shall perform or cause to be performed those Project items of work which the County and the State have agreed to undertake and/or pay for as described in Attachments "A" and "B" to this Agreement, which are attached to and made a part of this Agreement. This Agreement provides funding for the cost of right-of-way acquisition for the parcels, title insurance fees, relocation assistance, clearance of improvements, and utility adjustments for the segment of the Project within the unincorporated area of Travis County ("ROW Costs"), but no other aspects of the Project. The phrase "unincorporated area of Travis County" is defined to include those areas located in Travis County between the City of Austin city limits and the Travis County-Williamson county line as of the effective date of this Agreement.

ARTICLE 3. TERMINATION

- (a) Without prejudice to any other legal or equitable right or remedy that either Party would otherwise possess hereunder, or as a matter of law, the non-defaulting Party upon giving the defaulting Party written notice, shall be entitled to terminate this Agreement in its entirety if the defaulting Party shall fail to remedy any default within twenty (20) business days after receipt of written notice by the defaulting party.
- (b) This Agreement may also be terminated by:
 - (1) mutual written agreement and consent of both Parties;
 - (2) the State, upon thirty (30) days written notice to the County, if the State determines that completion of the Project is not in the best interest of the State; or
 - (3) the County, upon thirty (30) days written notice to the State, if the State has not commenced construction of the Project within ten (10) years of the effective date of this Agreement.
- (c) If the Agreement is terminated in accordance with the above provisions, unless

otherwise agreed by the Parties:

- (1) the County will be responsible for the payment of its portion of the ROW Costs incurred by the State and which are covered by this Agreement, up to the time of termination; and
 - (2) the State will repay the County, any County funds the State has not expended for ROW Costs in accordance with this Agreement at the time of termination
- (d) If the Agreement is terminated and the State determines that any of the acquire parcels should be sold, the County will be reimbursed its pro rata share of the sale proceeds for each parcel sold.

ARTICLE 4. RIGHT OF ACCESS

If the County is the owner of any part of the Project site, the County shall permit the State or its authorized representative access to the site to perform any activities required in connection with the Project.

ARTICLE 5. RELATIONSHIP OF THE PARTIES

Each Party acknowledges to the other that (i) it is not an agent, servant, or employee of the other Party, and (ii) it is responsible for its own acts and deeds and for those of its agents, contractors, representatives or employees during the performance of the work on the Project.

ARTICLE 6. SOLE AGREEMENT

This Agreement, including any attachments, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understanding or representations, whether oral or written respecting the subject matter of the Agreement. This Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the Parties.

ARTICLE 7. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns, and administrators.

ARTICLE 8. AMENDMENTS

By mutual written consent of the Parties, the scope of work and payment provisions of this Agreement may be amended prior to the expiration of this contract. No amendment to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both Parties.

ARTICLE 9. CONDUCT OF WORK

The Parties have agreed to follow certain procedures in acquisition of right-of-way, relocation assistance, right-of-way clearance, and utility adjustment process for this Project that are set forth in Attachments "A" and "B" to this Agreement. Unless otherwise specifically stated in Attachments "A" or "B" to this Agreement, the State shall provide, or contract to provide, such mapping, appraisal, negotiation, relocation assistance, condemnation, engineering inspection and testing services, demolition and disposal of improvements, and any other work or service as may be required to pursue the acquisition of all necessary right-of-way, and the completion of utility adjustments in accordance with the approved plans and specifications. The County shall provide reasonable assistance to the State upon request.

ARTICLE 10. INCREASED COSTS

The County anticipates that its ROW Costs shall total \$7,000,000. If the State determines that \$7,000,000 will be insufficient to cover such ROW Costs in the unincorporated part of Travis County, the State shall send the County a written notification stating the County's share of additional funding needed and the reasons for needed additional funds. Written notification for additional funds received by the County prior to June 30th of any year shall be funded by the County no later than April 30th of the following year. Such additional funds shall be subject to the terms in Attachment "A," unless otherwise agreed to by all parties to this Agreement. The County will pay the incremental costs directly attributable to any of its county government actions taken after the effective date of this Agreement that causes an increase of more than twenty-five percent (25%) in the market value of the Parcel being acquired, or that causes a reduction of more than twenty-five percent (25%) in the market value of the remainder property of any Parcel being acquired, determined by comparing the market value of the property as if the government action is not in effect and the market value of the property as if the government action is in effect.

ARTICLE 11. SIGNATORY WARRANTY

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

ARTICLE 12. VENUE

Any and all legal action related directly or indirectly to this Agreement must be filed in Travis County, Texas.

ARTICLE 13. LEGAL CONSTRUCTION

If 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.

ARTICLE 14. OWNERSHIP OF DOCUMENTS

Upon the completion or termination of this Agreement, all documents prepared by the State or its agents or contractors 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. After completion of the Project, the County may request copies of all Project right-of-way files relating to right-of-way within the unincorporated part of Travis County.

ARTICLE 15. COMPLIANCE WITH LAWS

The Parties shall comply with all Federal and State laws, statutes, rules and regulations affecting the performance of this Agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

ARTICLE 16. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, and when both Parties have signed the Agreement, each counterpart shall be deemed an original as if the Parties had signed one and the same instrument.

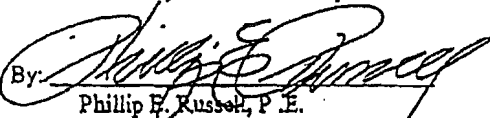
ARTICLE 16. NOTICES

Where the parties are required to provide written notice, such notice shall be deemed given whether (i) hand-delivered or (ii) deposited in the U.S. mail, first class, postage pre-paid, provided a copy is also sent via facsimile on the same day as the mailing. Such written communication shall be sent or delivered to the address and fax numbers shown below.

IN WITNESS WHEREOF, THE STATE AND THE COUNTY have executed this Agreement to effectuate its purpose.

THE STATE OF TEXAS

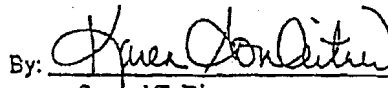
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: 
Phillip E. Russell, P.E.
Director, Texas Turnpike Authority Division of the
Texas Department of Transportation

Date: 5/1/02

PLEA

TRAVIS COUNTY

By:  FOR
Samuel T. Biscoe
County Judge

Date: 4/30/02

Approval for the execution of this Agreement by the County Judge of Travis County was provided by resolution of the Commissioners' Court of Travis County on 4/30, 2002.

For the purpose of this Agreement, the address and fax number of record for each Party is as follows:

For the County:

Travis County
314 West 11 Street
Austin, Texas 78701
Attn: Executive Manager
Transportation & Natural Resources
Fax: 512-708-4697

For the Texas Turnpike Authority Division of the Texas Department of Transportation:

Texas Turnpike Authority
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
Attn: Director
Fax: 512-305-9518

ATTACHMENT "A"

Work Responsibilities And Payment Provisions

A. Work Responsibilities

1. Right-of-way Acquisition, Relocation Assistance and Clearance of Improvements

The State shall prepare right-of-way maps, property descriptions, title information, and other data as needed to properly describe the right-of-way for the Project. The State shall be responsible for acquiring right-of-way for the Project and will pay for the personnel and services necessary to acquire, either through purchase or condemnation, the right of way and to administer relocation assistance and the clearance and disposition of improvements from the right-of-way. All applicable Federal and State laws governing the acquisition policies for acquiring real property will be followed. The State will provide the County with status reports regarding the acquisition of parcels every 90 days, once the acquisition process commences. The report will include, at a minimum, the right of way parcel numbers, a locating description for each parcel, the appraised value of each parcel, the cost of each parcel acquired, and utility relocation and adjustment costs.

2. Utility Adjustments/Relocations

The proposed construction of the Project will require the adjustment, removal or relocation of utility facilities (including, without limitation, equipment and facilities used directly or indirectly in the provision of water, wastewater, gas, electric, telephone, internet, cable, voice, video or data transmission services). The State shall identify the necessary utility work and shall coordinate with the affected utility companies to design and schedule their adjustments. The State or the appropriate utility companies shall be responsible for all of the work associated with the removal or relocation of such utility facilities, which work shall be in accordance with applicable State law, regulations, policies and procedures.

3. Environmental Remediation

- a. The State has prepared the appropriate environmental documentation and has secured environmental clearance for the Project.
- b. All the costs associated with the remediation of any environmental adverse impacts on County owned property or clearly caused by the County on Parcels acquired within the unincorporated limits of Travis County, such remediation required to be taken as a result of State or Federal environmental

- c. laws and regulations, shall be the responsibility of the County, not the State. The State will undertake all reasonable legal actions to recover the costs associated with the remediation of any environmental adverse impacts caused by the property owner or other responsible party on Parcels acquired within the unincorporated limits of Travis County. If, after having undertaken all reasonable legal actions to recover such costs from the property owner or other responsible party, the State is unable to recover such costs, the State and County shall each be responsible for 50% of the cost of such remediation.

B. Payment Provision and Time of Performance

As to that portion of the right-of-way acquisition and utility adjustments required for the Project that is situated within the unincorporated part of Travis County, the State may use the funds transferred by the County for funding only the cost of the following in accordance with this Agreement and which are hereinafter called "ROW Costs":

1. the amount of just compensation determined for each parcel of right-of-way and the remainder damages, if any associated with such parcel, including all amounts due in any final judgment;
2. the unrecovered remediation costs identified in Article A.3.b and A.3.c herein;
3. title insurance fees;
4. relocation assistance costs for any owner or occupant eligible for relocation assistance, including all amounts due in any final judgment;
5. clearance and disposition of improvements from the right of way, including all amounts due in any final judgment; and
6. utility adjustments, including all amounts due in any final judgment.

The State acknowledges that it is responsible for 50% of the ROW Costs for the entire Project. The County is responsible for 50% of the ROW Costs of the Project within the unincorporated part of Travis County

C. Funding Provisions

1. Funding Schedule, Additional Funding, and Accounting of Funds

- a. Within thirty (30) days after execution of this Agreement, the County shall transfer to the State the total sum of \$6,500,000.00 to be utilized solely and exclusively for this Project. The remaining \$500,000.00 shall be transferred to the State within twelve months after the execution of this Agreement. The

State may utilize these funds to pay the County's share of the ROW Costs. In the event the total amount transferred by the County is not used, the excess amount will be returned to the County. If the funding provided by the County will be insufficient to cover the ROW Costs for that portion of the Project within the unincorporated part of Travis County, the State will provide a written notice to the County of the additional funding needed to cover the unanticipated additional costs. If the State provides such notice before June 30th of any calendar year, the County shall make its share of such amount available no later than April 30th of the first calendar year following the year notice was provided. If the State provides such notice after June 30th of any calendar year, the County shall make its share of such amount available no later than April 30th of the second calendar year following the notice was provide. Within 180 days of completion of all right-of-way acquisition, and utility adjustments for the Project, which completion shall include rendition of final and non-appealable judgments in any litigation, the State will provide the County with a final accounting of the County's portion of such costs.

- b. In the event construction of the Project within the unincorporated part of the County has not commenced within ten (10) years of date of the effective date of this Agreement, the parties will enter into negotiations regarding reimbursement, if any, of funds previously transferred to the State by the County under the terms of the Agreement.

ATTACHMENT "B"

Right of Way Acquisition and Related Procedures

This Attachment "B" is part of the Funding Agreement with the County for Right-of-Way Acquisition and Utility Adjustment Loop 1 (the "Agreement"). The purpose of this Attachment is to set forth certain procedures that the Parties will follow in connection with the various activities associated with the acquisition of right-of-way, relocation assistance, clearance of improvements from the right-of-way, and the relocation of utilities. The Agreement, of which this Attachment "B" is a part, covers those right-of-way parcels (hereinafter the "Parcels") within the unincorporated part of the County required for that section of Loop 1 between the intersection of Parmer Lane (also known as FM 734) and existing Loop 1, on the south, and the intersection of Loop 1 and proposed SH 45, on the north, (hereinafter, the "Project."

Due to the changing circumstances that arise in the acquisition process, the State and the County both recognize and acknowledge that it is in their mutual best interest to retain flexibility in the procedures to be followed and in the terms set forth in this Attachment "B." Accordingly, when the Parties mutually agree to modify any of the procedural terms or provisions set forth in this Attachment, they may do so without the necessity of a formal approval by either of the Parties' governing bodies, and they may effectuate such modifications by a letter amendment signed by the Executive Manager of the Travis County Transportation and Natural Resources Department or his designee and by an authorized representative of the State, which modification shall have legally binding effect; provided however, such modifications shall not change the substance of either the existing Commission Minute Orders or any order or resolution of the Travis County Commissioners Court without such modifications first being approved by the appropriate entities.

Based upon the consideration and mutual covenants and agreements set forth in the Agreement, the Parties agree to the following procedures:

1. The Parcels subject to this Agreement are identified in the list attached hereto as Exhibit "1." It is possible that the properties identified in Exhibit "1" may be changed, be deleted, or new properties added for various reasons. If any such change occurs, the State will amend the lists and promptly send the amended list to the County.
2. The State will provide and pay for the personnel to prepare right of way mapping, investigate title, appraise the Parcels, review such appraisals, negotiate purchases, and handle relocation assistance on all of the Parcels. The State has previously contracted with outside service providers who have begun the appraisal process, have contacted owners of, and are prepared to continue performing acquisition functions. The State will conduct all negotiations and activities according to applicable State and Federal statutes, rules and regulations, including but not limited to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended. Further, the State will provide to the County every 90 days a status report

on Parcel acquisition.

3. All Parcels will be purchased and/or condemned in the name of the State.
4. With regard to Parcels that cannot be acquired through negotiations and purchase, but will require the initiation of condemnation proceedings, such condemnation proceedings will be handled by the Office of the Attorney General ("OAG") or its designee.
5. With regard to appraisals to be made the basis of offers, the State will submit such appraisals to the State's review appraisers. Final approval of all appraisals shall be within the sole discretion of the State.
6. Once an appraisal has been reviewed and approved by the State, an offer will be made to the owner based upon the approved appraisal.
7. Where persons will be displaced as a result of the acquisition process, the State will prepare a relocation assistance supplement to be tendered to the displacee at the same time that the offer is tendered to the owner of the Parcel. Final approval of all relocation assistance supplements shall be within the sole discretion of the State.
8. If the owner of a Parcel accepts the offer, the County's share of the costs to close the purchase will be paid from funds transferred by the County to the State.
9. As to relocation assistance, when payment of relocation assistance is ready for funding, the County's share of the relocation assistance to the displacee will be paid from funds transferred by the County to the State.
10. If the owner rejects the offer to purchase, the owner will have the opportunity to seek an administrative settlement. If the administrative settlement process results in a settlement with the owner, the State will thereafter close the settlement with the owner. The County's share of the purchase price will be paid from the funds transferred by the County to the State. Final approval or rejection of any administrative settlement offers will be within the sole discretion of the State.
11. If the administrative settlement process does not result in a negotiated settlement, then the matter shall proceed to condemnation, which will be handled by the OAG.
12. After a Commissioners Hearing and the filing of a Commissioners' Award on a Parcel within the unincorporated part of the County, State shall deposit the Award, including the County's share of the Award, into the registry of the court.
13. The State and the County will share the costs and legal fees associated with all condemnation cases of Parcels through the Commissioners' Hearing stage.

14. After the Commissioners' Hearing on each Parcel within the unincorporated part of the County, the OAG will prepare a recommendation either to appeal or accept the Commissioners' Award. If the State desires to appeal the Commissioners' Award, the State shall fund all of the costs of the condemnation proceedings through settlement or trial. Costs of litigation shall include costs incurred in the event of a dismissal due to a ruling against the State on right-to-take, good faith negotiation, or related issues. The manner in which litigation is conducted under this agreement shall be within the sole discretion of the OAG.
15. Prior to trial, if the court orders mediation in any case involving a Parcel within the unincorporated part of the County, the State shall pay all costs of mediation. The amount the OAG will be authorized to mediate a case shall be in the sole discretion of the State.
16. If a condemnation case involving a Parcel proceeds to trial and a verdict is rendered and judgment entered, then the OAG will prepare a recommendation whether an appeal of the judgment is advisable. If the State desires to appeal, the State will bear the expense of the appeal. If an appeal by either the State or the owner results in a remand for new trial, the costs of a new trial will be born by the State. In the event a motion for new trial is granted at the trial level to the State or the owner, the costs of a new trial will be born by the State.
17. If, after a judgment becomes final and all appeals are exhausted, an amount is owing to the owner, then the State will pay the County's share of the judgment from the funds transferred to the State by the County.
18. The State shall undertake to clear and dispose of improvements on Parcels, with costs to be shared as set forth in Attachment "A."
19. The State will be responsible for coordinating utility adjustments, either by contracting to have the work done or by arranging for the utility to accomplish adjustment of its own facilities. In either event, for purposes of funding utility adjustments, at the time the State is billed for utility adjustment work for any portion of the Project within the unincorporated part of the County, the State will pay the County's share of such bill from the funds transferred to the State by the County.

**PROPOSED LOOP1
TRAVIS COUNTY FUNDING AGREEMENT
EXHIBIT I**

PARCEL NO.	AREA ACQUIRED (AC.)
23	0.02
23CE1	0.01
23CE2	0.06
25DE	0.25
27	0.91
27DE PT1	0.01
27DE PT2	0.06
28	15.01
28DE	0.09
28E	0.34
29	20.82
29DE	2.34
29E1	0.79
30	* 18.61
30CE	0.55
30DE	0.79
31	* 3.62
31DE2	* 0.01
31E	* 0.004
44CE	0.06

* Constitutes a portion of the total parcel to be acquired. Area shown is amount located only in Travis County.

** AREA ACQUIRED IS APPROXIMATE AND SUBJECT TO CHANGE

TOTAL ACQUIRED: 65.38



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Miguel Villarreal, Transportation and Natural Resources, 854-7586

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action regarding the acceptance and improvement of 1300 linear feet of Sandy Beach Road, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

BACKGROUND/SUMMARY:

The roadways that are eligible for this program are typically ones that should have been constructed by the developers who benefited from the sale of property for which these roads provide access. The roads were not constructed properly, or not accepted by the County for on-going maintenance, for a variety of reasons. The condition of the roads varies widely from good to poor. Residents living on roadways that are in poor condition are most concerned about access for school transportation and emergency services. Residents on roadways in good condition are more concerned about on-going deterioration and long term maintenance. Residents of the neighborhoods served by these roads typically turn to County government for assistance but the substandard roads program has limited funding.

Public-private partnership agreements were introduced on a large scale in the 2005 bond referendum. They were established to fund partnerships with developers in order to get significant sections of arterial roadways constructed in a timely manner, rather than piecemealed. Making these types of agreements available to neighborhood associations provides a means for getting their roads accepted while providing impetus for them to work with TNR staff to complete the project.

STAFF RECOMMENDATIONS:

In May 2006, the Commissioners Court approved TNR's recommended revisions to Chapter 84, Unaccepted Roadway Specifications, including placing a higher priority on projects that home owners cost-share with the County. The Deer Creek Ranch Parks and Lakes Association (DCRPLA or the "Association") entered into a Participation Agreement with the County executed on October 26, 2010, and have been working with TNR staff to complete the design necessary to construct improvements needed to enable the County's acceptance of a portion of Sandy

Beach Road. The Participation Agreement provides sole discretion to seek County funds for construction of the Project under the County's Unaccepted Substandard Roadway program, when funds become available.

The limits of the road improvements include two (2) lanes of Sandy Beach Road beginning at its intersection with Lake Shore Drive and continuing north approximately 900 feet to its intersection with County maintained Longhorn Skyway and continuing north from Longhorn Skyway approximately 400 feet to its ending point at the intersection with Deer Creek Skyview. Roadside drainage ditch and culvert improvements plus hammerhead turnarounds at the intersection of Sandy Beach Road at Lake Shore Drive and Deer Creek Skyview are also included in the project scope. Using in-house engineering resources plus the Association's participating engineering services, the design of the needed improvements has been completed.

TNR's recommendation is to immediately accept this portion of Sandy Beach Road. This will enable our Public Works program area to coordinate with the Road and Bridge program to include this road to the annual paving contract for paving improvements and to schedule the use of in-house crews for drainage improvements. The estimated cost of the remedial work is \$74,505. TNR's Road and Bridge program will be reimbursed for its labor and materials from funds allocated to this program by the Court and from the Association contribution.

TNR has determined that this project meets the basic eligibility requirements established in Chapter 84. TNR recommends acceptance of a portion of Sandy Beach Road.

ISSUES AND OPPORTUNITIES:

Inefficiencies are introduced into these projects when all residents are not supportive of either the project or the project design requirements. Most notably, program participants are totally responsible for dedicating all required right-of way and removing all private properties, such as fences, walls, and buildings that encroach into the dedicated right-of-way.

Travis County Chapter 82 establishes the standard for new street and drainage construction. Many substandard roads were constructed or partially constructed prior to Travis County's adoption of roadway standards and to bring them up to

today's standards would be cost prohibitive in most cases, and drastically alter the character of some neighborhoods. As such, the standards in Chapter 84 are lower than those of Chapter 82. There are approximately 350 unaccepted roadways in unincorporated areas of Travis County, totaling nearly 100 miles. As there is not adequate funding to meet the needs of everyone, it is necessary to prioritize.

This is the third Participation Agreement with DCRPLA. The Association provided a cash contribution and in-kind services for the two prior agreements.

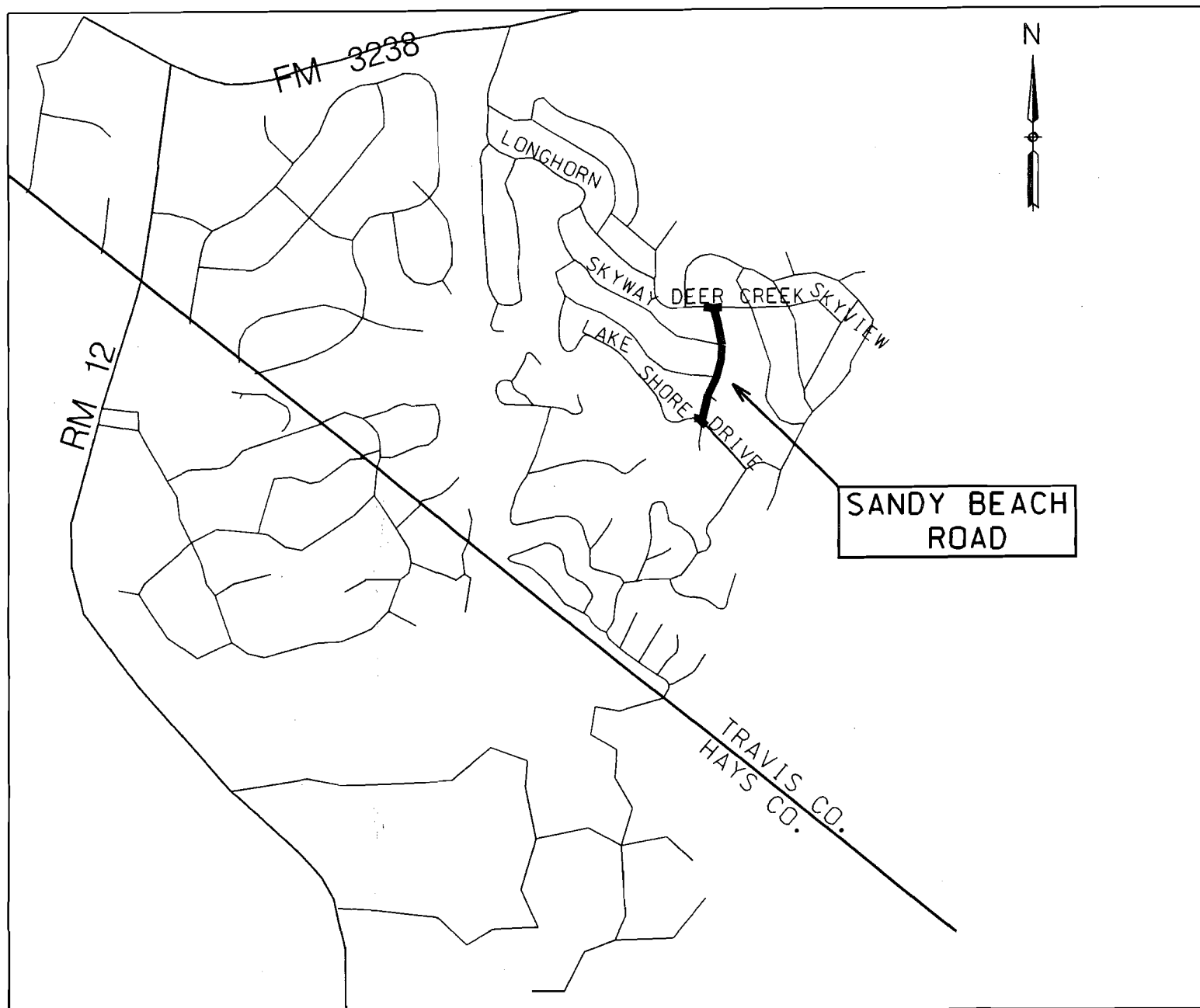
FISCAL IMPACT AND SOURCE OF FUNDING:

Funding for this project will come from the 1997 Road Bonds for Pct 3 Substandard Road. The total amount approved is \$127,075. Per terms of the participation Agreement, the POA provided \$19,500 in cash and \$2,500 of in-kind engineering services to help pay the costs of improving 1300' of Sandy Beach Road. The in-kind services are engineering design provided by a Texas licensed professional engineer who is a resident of the subdivision. The Association's engineer will work under the direction of TNR.

If the project is completed under the estimated amount the Association will be reimbursed its pro-rata share of the savings based upon its financial contribution. The Association's pro-rata share of any savings will be 15%.

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Steve Sun	Completed	04/12/2011 2:46 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/12/2011 4:20 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/15/2011 11:49 AM
Transportation and Natural Resources	Steven Manilla	Completed	04/15/2011 12:14 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/22/2011 3:34 PM
Planning and Budget Office	Jessica Rio	Pending	
Transportation and Natural Resources	Don Ward	Completed	04/11/2011 4:52 PM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



LOCATION MAP
N.T.S.

CODE: 3101

ORIGINAL
COPY

SANDY BEACH ROAD PARTICIPATION AGREEMENT

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Deer Creek Ranch Parks and Lakes Association (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Association has presented to the County a petition (attached hereto and incorporated herein for all purposes as Exhibit A) from property owners indicating their desire to have approximately one thousand three hundred feet (1,300') of Sandy Beach Road, as shown on Exhibit B, (the "**Project**") accepted into the County maintained roadway transportation system;

WHEREAS, the Association desires to enter into this Participation Agreement because the County Commissioners Court approved funding for completing unaccepted substandard road projects in its capital budget;

WHEREAS, the County intends to perform certain roadway improvements to Sandy Beach Road to ensure they meet the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

WHEREAS, the County has determined that the Project meets the basic eligibility requirements set forth in Travis County Code Section 84.007 regarding the acceptance of substandard roads;

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d) and provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. The Sandy Beach Road Project.

(a) The Project consists of reconstructing the existing roadway to meet all requirements of Travis County Chapter 84 Unaccepted Substandard Roadway Specifications and includes the following features ("**Project Design Features**"):

- (i) Two (2) lanes of Sandy Beach Road beginning at it's intersection with Lake Shore Drive and continuing north approximately 900' to it's intersection with county maintained Longhorn Skyway and continuing north from Longhorn Skyway approximately 400' to its ending point at the intersection with Deer Creek Skyview, as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes:
 - (A) right-of-way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
 - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide from edge of pavement to edge of pavement, and the section including:
 - (1) two (2) nine feet (9') wide travel lanes; and,
 - (2) minimum one-foot (1') wide paved shoulders along each edge;
 - (C) Hammerhead turnarounds at the intersections of Sandy Beach Road at Deer Creek Skyway and at Lakeshore Drive
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the County.
- (iii) Design speed of no less than twenty (20) miles per hour.
- (iv) Temporary and permanent erosion and sedimentation controls.
- (v) Stormwater drainage system including but not limited to bar ditches, swales, channels, and driveway and cross culverts necessary to convey the 25-year storm event without overtopping the roadway;
- (vi) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TXDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (vii) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such relocations or adjustments.
- (viii) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, the Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost

requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction, otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").
- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the project design and construction documents. Upon request, the Association shall provide engineering services that the County may use at its discretion in the performance of all necessary engineering, including design, surveying, geotechnical investigations, utility relocation coordination, and other engineering services for the Project.
- (b) Engineering services and deliverables required to complete the Project with the required Project Design Features include, but are not limited to:
 - (i) completed specific work product documents for review;
 - (ii) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
 - (iii) geotechnical investigations;
 - (iv) engineer's opinion of construction costs and project schedule;
 - (v) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
 - (vi) all required permits to start and complete the Project;
 - (vii) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;

- (viii) utility location and relocation planning and coordination;
 - (ix) survey services with electronic and soft copy of survey on NAD 83 or as determined by the County;
 - (x) engineering and drainage study report;
 - (xi) design calculations;
 - (xii) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
 - (xiii) complete project file within thirty (30) working days after completion of the construction of the Project; and
 - (xiv) any other service or any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (c) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

Section 4. Designated Representatives.

- (a) The County and Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 11(d) below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Joe Gieselman (or successor), Executive Manager,
Transportation and Natural Resources Department

Association: Travis Wilson (or successor), Director of Roads,
Deer Creek Ranch Parks and Lakes Association

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with and/or reporting

information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5. Financial Obligations.

- (a) To fulfill the Project requirements and help the County in meeting payment obligations, the Association agrees to provide to the County cash and engineering services at the not-to-exceed amounts of \$19,500.00 in cash and \$2500.00 in engineering services to be used by the County at its discretion to complete the Project. The Association shall tender the not-to-exceed cash contribution amount to the County within thirty (30) days after receiving a written request from the County.
- (b) Unless the Association's contribution is needed sooner by the County for costs identified in Section 6(b) of the Agreement, the Association shall provide its not-to-exceed cash contribution amount to the County within 30 days of receiving written notification of the County's determination of an acceptable bid for the County Project.
- (c) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (d) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs. The amount of unused funds, if any, to be returned to the Association will be based upon the Association's pro rata share of construction costs as determined by the computation shown on Exhibit C, which is attached hereto and incorporated herein for all purposes.
- (e) If the Project is not initiated by the County, the Association's funds contributed for this Project less any amounts used by the County pursuant to Section 6(b) of the Agreement will be returned to the Association with interest accrued in accordance with the County's established practice.

Section 6. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County or to another public entity acceptable to the County with a right of entry or license to allow construction of the Project.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall be dedicated by the property owners to satisfy design conditions. The Association shall convey to the County by

separate instruments the Real Property Interests that are owned or controlled by the Association. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. The County may use the funds provided by the Association to pay closing costs, costs of document preparation, surveying, title insurance premiums, and title curative work. The Association shall provide its funds for these costs within thirty (30) days of receiving a written request from the County.

- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by June 1, 2011, the County may terminate this Agreement by written notice to the Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement if the Agreement is terminated.

Section 7. Construction Contract Procurement.

- (a) The County shall solicit bids for a contract to construct the Project using the standard competitive bidding requirements of the County or, at its sole discretion, perform the work with County forces.
- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds \$130,000.00 for construction of the Project, the County may reject all bids as excessive and solicit bids a second time (the "**Agreed Limit**"). If bids are rejected as excessive, the County shall modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or reduce the scope of the Project, or the Association and County may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit in the agreed upon cost share proportions. If Association does not give written notice within thirty (30) days after receipt of bids exceeding the Agreed Limit, and the Parties have not mutually agreed to re-bid after further value engineering, or mutually agreed to reduce the Project scope or increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further

recourse. Any deadline in this Agreement affected by a value-engineering and rebidding process shall be extended by the amount of time required for that process.

- (c) If County forces complete the work the Parties agree to pay their pro-rata share of the County's cost of construction, as determined by the computation shown in Exhibit C.

Section 8. Construction of the Project.

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
 - (i) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Association, and
 - (ii) deposit with the County the Association's cash cost share amount.
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
 - (i) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the project on to the County maintained roadway system, and
 - (ii) encumber the funds required to pay for the construction of the project
- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before October 1, 2011 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the Executive Manager of the County Transportation and Natural Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete by January 1, 2012. The roads referred to in this agreement shall become the obligation of the County to maintain upon the awarding of a construction contract as contemplated herein. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of said one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within said one-year period. If the Project is temporarily suspended but ultimately completed by the County, and if savings are realized when the Project is ultimately completed, the County shall refund to the Association the Association's pro-rata share of the savings.

- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1 without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.
- (e) The Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to an increase or decrease in the scope of the Project to account for any cost savings or cost increases or other factors beyond the Parties' control, and both parties shall not unreasonably withhold, condition or delay any required consent to such increases or decreases provided they do not exceed ten percent (10%) of said budget.

Section 9. County Inspection.

The County shall observe and inspect all work done and materials furnished at times and places and using procedures determined by the County.

Section 10. Liability.

The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11. Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

County: Joe Gieselman (or successor)
Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.

Association: Travis Wilson (or successor)

Director of Roads, Deer Creek Ranch Parks and Lakes Association
P.O. Box 64
Dripping Springs, Texas 78620

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (g) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas.

Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

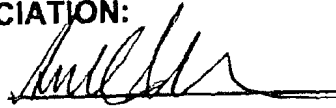
COUNTY:

Samuel T. Biscoe
Samuel T. Biscoe, County Judge

Date: 10-26-10

ASSOCIATION:

By:



Name: Aubrey Shaw

Title: President, Deer Creek Ranch Parks and Lakes Association

Date:

9-28-10



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Dan Chapman, Transportation and Natural Resources, 263-9114

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action regarding a request for a License Agreement with the Lower Colorado River Authority (LCRA) and Lake Travis Fire Rescue (LTFR) for use of the facility at Parks West, 14624 Hamilton Pool Road, in Precinct Three. The Parks West facility is sometimes referred to as Satellite Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Over 10 years ago, Lake Travis Fire Rescue (LTFR; then Hudson Bend Fire Department) entered into a verbal agreement with TNR officials regarding the storage of vehicles and equipment at the Parks West facility at 14624 Hamilton Pool Road in Precinct Three. Space for LTFR's equipment and vehicles became available when TNR consolidated the Precinct Two and Precinct Three Road and Bridge operations and moved all equipment, vehicles, and personnel to the West Service Center. Since that time, LTFR has been storing fire fighting vehicles and equipment in the Shop building. In October, 2010, the LCRA submitted a request to also store park maintenance equipment and some vehicles at the facility. The LCRA lost use of another storage facility in September, 2010, and has been looking for another area.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

Lake Travis Fire Rescue (LTFR) has stored vehicles and equipment in the Shop building at the Parks West facility for over 10 years. Out of 12 bays in the building, LTFR occupies only two; adequate unused space remains in order to satisfy LCRA's request for storage space. The Agreement, which will provide for the protection of all involved

parties, is an effort to formalize the agreement with LTFR and approve the use of space for LCRA. LTFR, in accordance with the Agreement, will pay an annual stipend to Travis County for use of the facility. The LCRA, in accordance with the Agreement, will provide for regular landscape maintenance of the entire Parks West facility. Currently, minimal landscape maintenance is performed by park staff. The Agreement will be subject to renewal on a biennial basis.

FISCAL IMPACT AND SOURCE OF FUNDING:

LTFR, in accordance with the Agreement, will pay an annual stipend to Travis County for use of the facility. The LCRA, in accordance with the Agreement, will provide for landscape maintenance of the entire Parks West facility.

REQUIRED AUTHORIZATIONS:

County Attorney's Office	Tenley Aldredge	Completed	04/22/2011 5:08 PM
Transportation and Natural Resources	Charles Bergh	Completed	04/25/2011 11:40 AM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/25/2011 12:10 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/27/2011 8:14 AM
Transportation and Natural Resources	Steven Manilla	Pending	
Transportation and Natural Resources	Carolyn Barrett	Pending	
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Lake Travis Fire Rescue/Travis County Emergency Services District 6 ("LTFR"), a political subdivision of the State of Texas ("Licensee" or "LTFR").

WITNESSETH

THAT WHEREAS, County is the owner of that certain real property, including all improvements constructed or located thereon, having a street address of 14624 Hamilton Pool Road, Austin, Texas 78738, and locally known as the "Travis County Parks West Facility" (the "Property"); and

WHEREAS, Licensee desires to exercise certain rights and privileges on a portion of the Property, specifically, the right to warehouse and store LTFR equipment, vehicles and other personal property in and on the Property in connection with Licensee's normal and customary operations, and County desires to grant such permission to Licensee under the terms and conditions set forth herein.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a License to Licensee, its officials, employees, and agents to enter and use those areas of the Property labeled "LTFR" and designated on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "Licensed Premises"), together with reasonable access across the Property to the Licensed Premises, solely for the Permitted Use, as defined in paragraph 2.1, below (the "License").

1.2 Licensee agrees to make no structural changes to any portion of the Licensed Premises or the Property. Licensee agrees to leave the Licensed Premises and the Property in the same and as good a condition as when they were received, normal wear and tear excepted, as determined by existing County policy. Licensee shall not install any furniture, movable trade fixtures or equipment in or on the Licensed Premises or the Property unless Licensee has obtained the prior written approval of the Parks Division. Removal of such items shall be performed in accordance with Section 6.0, below.

1.3 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Licensed Premises and access across the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage. **NO SMOKING IS ALLOWED IN ANY BUILDING, STRUCTURE, FACILITY OR OTHER CONSTRUCTED IMPROVEMENT ON THE LICENSED PREMISES OR THE PROPERTY.** Licensee shall prevent anyone from sleeping overnight on the Licensed Premises. Licensee shall insure that any buildings to which County has provided keys in connection with the License are locked upon completion of Licensee's use each day, or following each use. Representatives of the Travis County Parks Division (a division of the Travis County Transportation and Natural Resources Department) will check the Licensed Premises to confirm the buildings are securely locked and inform Licensee if they find any security breaches.

1.4 At its own additional expense, Licensee shall provide, and ensure compliance with, its own policies and procedures during Licensee's use of the Licensed Premises as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Licensed Premises for the purposes authorized under this Agreement.

2.0 Use; Maintenance; Signage.

2.1 Licensee shall use the Licensed Premises for governmental purposes and other uses incidental and related thereto. Specifically, Licensee shall use the Licensed Premises for the purpose of warehousing and storing LTFR equipment, vehicles and other personal property used or operated by Licensee in the course of performing its normal and customary operations (the "Permitted Use"). Licensee shall not occupy or use the Licensed Premises, or permit any portion of the Licensed Premises to be occupied or used, for any business or purpose other than the Permitted Use. Licensee shall not use the Licensed Premises or permit the Licensed Premises to be used for any use or purpose that is unlawful in part or in whole. Licensee shall conduct its business in such a manner as not to create a nuisance to County or other licensees of the Property.

2.2 Licensee agrees to maintain the Licensed Premises in a clean, healthful and safe condition and to comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having jurisdiction of the Licensed Premises) with reference to the use, condition or occupancy of the Licensed Premises.

2.3 County grants Licensee permission to install signage in pre-approved, designated areas of the Property to inform Licensee's employees of the location of the Licensed Premises.

3.0 TERM OF LICENSE

3.1 The License is granted for an initial term of two years, commencing upon full execution of this Agreement and terminating 24 months thereafter, unless sooner terminated as provided herein (the "Initial Term").

3.2 This License shall automatically renew for successive two-year periods (each a "Renewal Term") upon expiration of the Initial Term or of the immediately preceding Renewal Term, unless sooner terminated as provided herein.

4.0 PAYMENT TO COUNTY

4.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County a License Fee in the sum of TEN AND NO/100 DOLLARS (\$10.00) per year. The first License Fee payment (in the full amount of \$10.00) shall be due and payable within thirty (30) days of the Effective Date. The License Fee for the second year of the Initial Term, and for each Renewal Term thereafter, shall be payable on or before the 30th day following each anniversary of the Effective Date during the License Term.

4.2 In addition, Licensee shall be solely responsible for performing all maintenance and custodial services in and on the Licensed Premises to ensure compliance with its obligations described in Section 2.0, supra, to the reasonable satisfaction of Travis County. County reserves the right to charge Licensee County's actual costs incurred in the event Licensee fails to perform its maintenance and custodial obligations.

4.3 With respect to any additional expenses incurred by County in enforcing Licensee's obligations and limitations on use as set forth herein, or, on default of Licensee, arranging for performance of such obligations by the County or any third-party, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Property under this Agreement.

6.0 REPAIRS

6.1 Licensee shall take good care of the Licensed Premises during the License Term and keep it free from waste and nuisance of any kind. Licensee shall repair or

replace any damage to the Licensed Premises or the Property caused by Licensee, including any damage caused by the misuse or negligence of Licensee.

6.2 Upon termination of this Lease, Licensee shall deliver to County the Licensed Premises together with all keys to the Licensed Premises. Unless County otherwise agrees, any installed furniture, fixtures or equipment items must be removed by Licensee upon termination of this Lease in a good and workmanlike manner and Licensee agrees to repair any damage resulting therefrom and to leave the Licensed Premises and the Property in as good a condition as they were in prior to the removal of the installed item, reasonable wear and tear excepted. Any such equipment or fixtures not removed shall become the property of County.

6.3 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

7.0 CONTROL OF TRAVIS COUNTY; TERMINATION

7.1 Licensee shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 6 shall be grounds for County's immediate revocation of the License granted hereunder and termination of this Agreement.

7.3 In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occur: (i) Licensee fails in any manner to adhere to the terms of this Agreement, including timely payment of the License Fee; (ii) Licensee breaches this Agreement and fails to remedy the breach within thirty days (30) following receipt of County's written notice by certified mail to Licensee of the breach; (iii) County conveys or transfers the Property; (iv) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis County to continue this License; (v) a governmental law, ordinance, regulation, or court order requires termination; or (v) County and Licensee mutually agree to such termination.

7.4 Upon termination of this Agreement, Licensee shall remove or cause to be removed all equipment, vehicles and any other tangible personal property Licensee may have placed on the Property during the License Term.

8.0 INDEMNIFICATION

8.1 TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) the health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (ii) the condition, use or enjoyment of the building in which the Licensed Premises are located or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Licensed Premises whether or not such release is in a quantity that would otherwise be

reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

9.0 INSURANCE AND LIABILITY

9.1 During the period of this License, Licensee shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Licensee shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide Travis County at the address provided herein, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after the Effective Date and within ten (10) calendar days of each renewal of the insurance.
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form	Not Required
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Worker's Compensation:.....Statutory

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of County.

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

15.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Barker Keith
TCESD 6, Commissioner, President
Lake Travis Fire Rescue
15304 Pheasant Lane
Austin, Texas 78734
(512) 266-2533

15.3 County Address. The address of Travis County for all purposes and all notices under this Agreement shall be:

Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to:

Steve Manilla
Director, Travis County Transportation and Natural Resources (TNR) Dept.
P.O. Box 1748
Austin, Texas 78767

And

Charles Bergh
Director, Travis County Parks Division, TNR
P.O. Box 1748
Austin, Texas 78767

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

16.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

LICENSEE: LAKE TRAVIS FIRE
RESCUE

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

By: Barker Keith
Barker Keith
Title: Fire Commissioner
Date: 3/23/11

Exhibit A
Licensed Areas of the Property

See below on page 10 for .PDF file titled: "LTFR License Agreement Exhibit A".
The file is a copy of the licensed area's floor plan with the licensed area crosshatched.

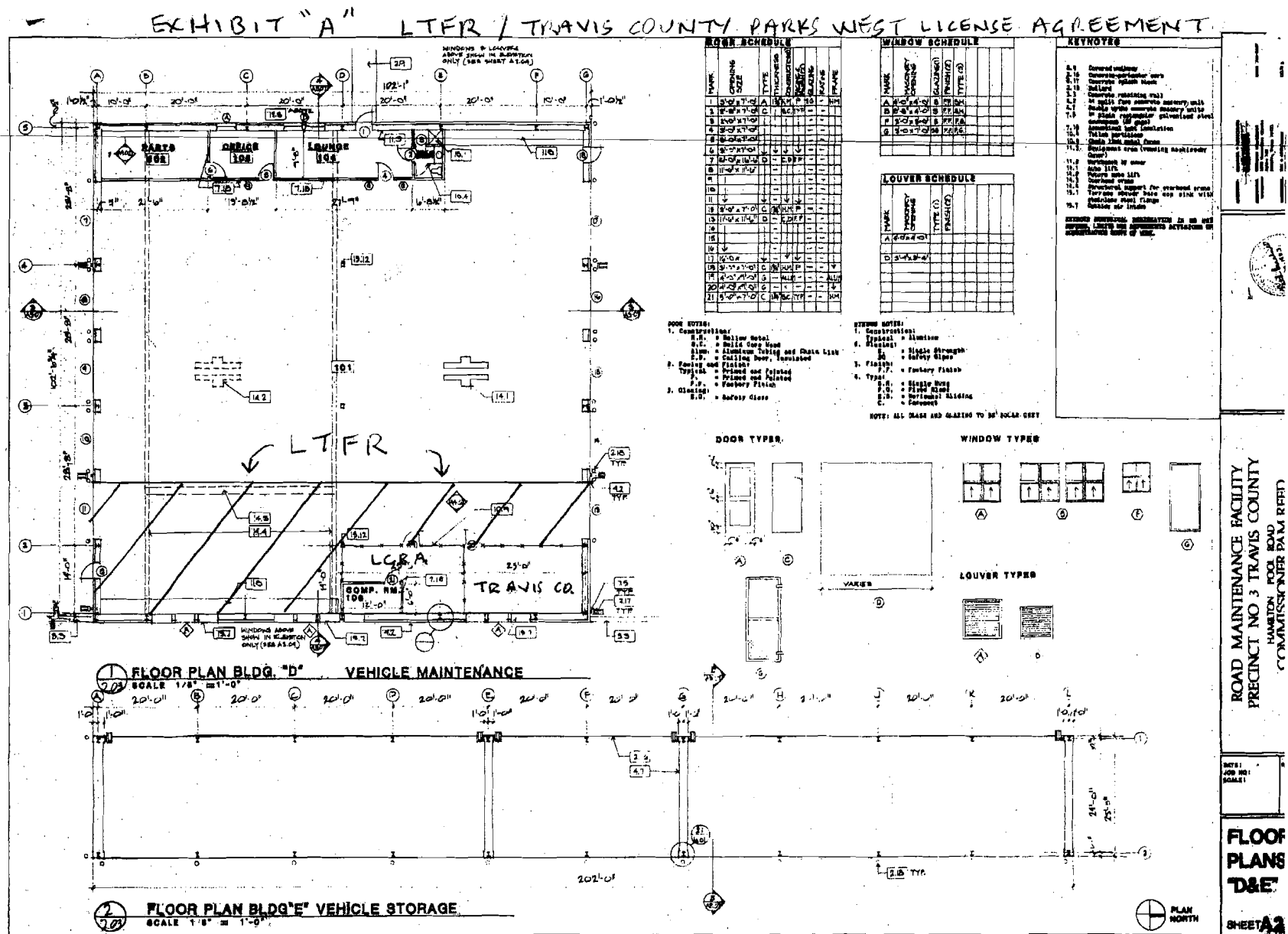
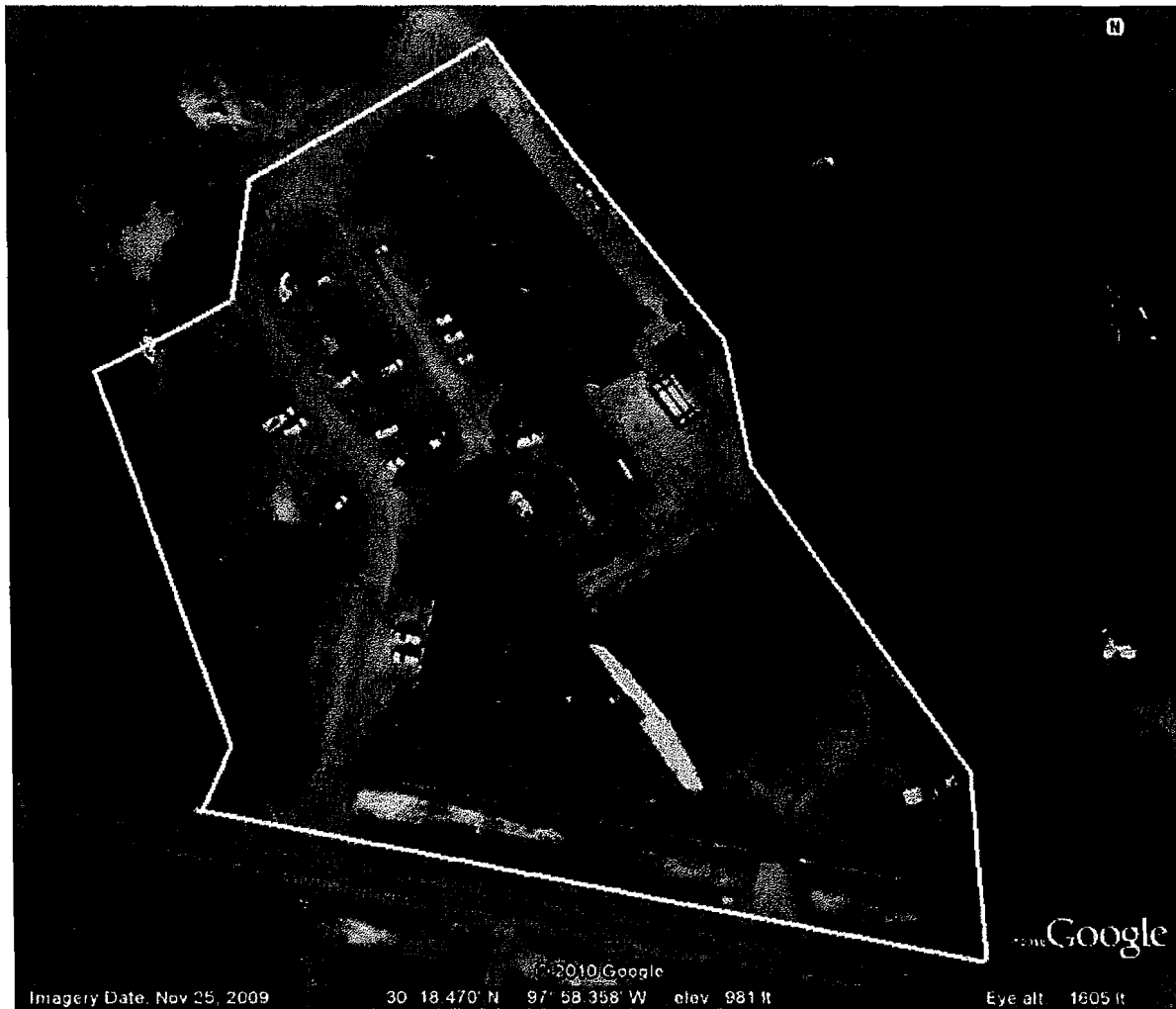


Exhibit A
Licensed Areas of the Property

See below on page 10 for .PDF file titled: "LTFR License Agreement Exhibit A".
The file is a copy of the licensed area's floor plan with the licensed area crosshatched.

Exhibit B
Landscape maintenance area



The area in the above map outlined in yellow is the agreed upon landscape maintenance area for the purposes of this License Agreement. LCRA agrees to provide landscape maintenance service (mowing, weed eating, edge and remove litter) 6 times per year.

Exhibit C

LCRA Letter of Self-Insurance



February 4, 2011

Honorable Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Re: Pct.#3 LCRA License Agreement

Dear Judge Biscoe:

Please be advised that the Lower Colorado River Authority is self-insured for General and Automobile liability, with Excess coverage through AEGIS up to \$35 million per occurrence. This policy has a self-insured retention level of \$2 million. In addition, the LCRA has a property and casualty insurance policy with a self-insured retention level of \$1 million. LCRA is a self-insured, political subdivision within the statutory limits for workers' compensation with excess coverage through AEGIS at a self-insured retention level of \$500,000 for each accident.

Sincerely,

A handwritten signature in black ink that reads "Jim Travis".

Jim Travis
Manager of Corporate Finance

JT:bl

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Lower Colorado River Authority ("LCRA"), a conservation and reclamation district of the State of Texas ("Licensee" or "LCRA").

WITNESSETH

THAT WHEREAS, County is the owner of that certain real property, including all improvements constructed or located thereon, having a street address of 14624 Hamilton Pool Road, Austin, Texas 78738, and locally known as the "Travis County Parks West Facility" (the "Property"); and

WHEREAS, Licensee desires to exercise certain rights and privileges on a portion of the Property, specifically, the right to warehouse and store LCRA equipment, vehicles and other personal property in and on the Property in connection with Licensee's normal and customary operations, and County desires to grant such permission to Licensee under the terms and conditions set forth herein.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a License to Licensee, its officials, employees, and agents to enter and use those areas of the Property labeled "LCRA" and designated on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "Licensed Premises"), solely for the Permitted Use, as defined in paragraph 2.1, below (the "License").

1.2 Licensee agrees to make no structural changes to any portion of the Licensed Premises or the Property. Licensee agrees to leave the Licensed Premises and the Property in the same and as good a condition as when they were received, normal wear and tear excepted, as determined by existing County policy. Licensee shall not install any furniture, movable trade fixtures or equipment in or on the Licensed Premises or the Property unless Licensee has obtained the prior written approval of the Parks Division. Removal of such items shall be performed in accordance with Section 6.0, below.

1.3 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Licensed Premises under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage. **NO SMOKING IS ALLOWED IN ANY BUILDING, STRUCTURE, FACILITY OR OTHER CONSTRUCTED IMPROVEMENT ON THE LICENSED PREMISES OR THE PROPERTY.** Licensee shall not permit any of its employees or agents to sleep overnight on the Licensed Premises. Licensee shall insure that any buildings to which County has provided keys in connection with the License are locked upon completion of Licensee's use each day, or following each use. Representatives of the Travis County Parks Division (a division of the Travis County Transportation and Natural Resources Department) will check the Licensed Premises to confirm the buildings are securely locked and inform Licensee if they find any security breaches.

1.4 At its own additional expense, Licensee shall provide, and ensure compliance with, its own policies and procedures during Licensee's use of the Licensed Premises as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Licensed Premises for the purposes authorized under this Agreement.

2.0 Use; Maintenance; Signage.

2.1 Licensee shall use the Licensed Premises for governmental purposes and other uses incidental and related thereto. Specifically, Licensee shall use the Licensed Premises for the purpose of warehousing, storing and maintaining LCRA equipment, vehicles and other personal property used or operated by Licensee in the course of performing its normal and customary operations (the "Permitted Use"). Licensee shall not occupy or use the Licensed Premises, or permit any portion of the Licensed Premises to be occupied or used, for any business or purpose other than the Permitted Use. Licensee shall not use the Licensed Premises or permit the Licensed Premises to be used for any use or purpose that is unlawful in part or in whole. Licensee shall conduct its business in such a manner as not to create a nuisance to County or other licensees of the Property.

2.2 Licensee agrees to maintain the Licensed Premises in a clean, healthful and safe condition and to comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having jurisdiction of the Licensed Premises) with reference to the use, condition or occupancy of the Licensed Premises.

2.3 County grants Licensee permission to install signage in pre-approved, designated areas of the Property to inform Licensee's employees of the location of the Licensed Premises.

3.0 TERM OF LICENSE

3.1 The License is granted for an initial term of two years, commencing upon full execution of this Agreement and terminating 24 months thereafter, unless sooner terminated as provided herein (the "Initial Term").

3.2 This License shall automatically renew for successive two-year periods (each a "Renewal Term") upon expiration of the Initial Term or of the immediately preceding Renewal Term, unless sooner terminated as provided herein.

4.0 PAYMENT TO COUNTY

4.1 In consideration of the License granted hereunder, Licensee shall provide landscape maintenance services (mowing, weed eating, edge and remove litter) for the benefit of County 6 times per year in the area designated on **Exhibit B**, attached hereto and made a part hereof for all purposes.

4.2 In addition, Licensee shall be solely responsible for performing all maintenance and custodial services in and on the Licensed Premises to ensure compliance with its obligations described in Section 2.0, supra, to the reasonable satisfaction of Travis County. County reserves the right to charge Licensee County's actual costs incurred in the event Licensee fails to perform its maintenance and custodial obligations; provided, however, that County shall give written notice to Licensee of such failure, and Licensee shall have 30 days after receipt of such notice to perform the required maintenance and custodial services before any charges are imposed.

4.3 With respect to any additional expenses incurred by County, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Licensed Premises under this Agreement.

6.0 REPAIRS

6.1 Licensee shall take good care of the Licensed Premises during the License Term and keep it free from waste and nuisance of any kind. Licensee shall repair or replace any damage to the Licensed Premises or the Property caused by Licensee, including any damage caused by the misuse or negligence of Licensee.

6.2 Upon termination of this License, Licensee shall deliver to County the Licensed Premises together with all keys to the Licensed Premises. Unless County otherwise agrees, any installed furniture, fixtures or equipment items must be removed by Licensee upon termination of this Lease in a good and workmanlike manner and Licensee agrees to repair any damage resulting therefrom and to leave the Licensed Premises in as good a condition as they were in prior to the removal of the installed item, reasonable wear and tear excepted. Any such equipment or fixtures not removed shall become the property of County.

6.3 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

7.0 CONTROL OF TRAVIS COUNTY; TERMINATION

7.1 Licensee shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, while on the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for County's immediate revocation of the License granted hereunder and termination of this Agreement.

7.3 In addition, County shall have the right to revoke the License and this Agreement shall automatically and immediately terminate if any of the following events occur: (i) Licensee fails in any manner to adhere to the terms of this Agreement; (ii) Licensee breaches this Agreement and fails to remedy the breach within thirty days (30) following receipt of County's written notice by certified mail to Licensee of the breach; (iii) County conveys or transfers the Property; (iv) the Travis County Commissioners Court determines that this License no longer serves the public interest or that it is no longer in the best interest of Travis County to continue this License; (v) a governmental law, ordinance, regulation, or court order requires termination; or (v) County and Licensee mutually agree to such termination.

7.4 Upon termination of this Agreement, Licensee shall remove or cause to be removed all equipment, vehicles and any other tangible personal property Licensee may have placed on the Property during the License Term.

8.0 INDEMNIFICATION

8.1 TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Premises whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

9.0 INSURANCE AND LIABILITY

9.1 The parties acknowledge that Licensee is self-insured with respect to liability for the coverage types and limits set forth in **Exhibit C**, attached hereto and

made a part hereof for all purposes.

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of County.

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

15.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Rusty Ray
Conservation Services, Supervisor
Lower Colorado River Authority
3700 Lake Austin Blvd
Austin, Texas 78703
(512) 473-3356

15.3 County Address. The address of Travis County for all purposes and all notices under this Agreement shall be:

Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to:

Steve Manilla
Director, Travis County Transportation and Natural Resources (TNR) Dept.
P.O. Box 1748
Austin, Texas 78767

And

Charles Bergh
Director, Travis County Parks Division
P.O. Box 1748
Austin, Texas 78767

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

16.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

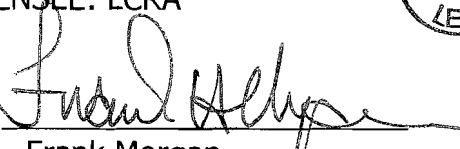
IN WITNESS WHEREOF, County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE: LCRA

By:  _____
Frank Morgan,
Executive Manager,
Community Services

Date: 28 Feb. 2011



Exhibit A Licensed Areas of the Property

EXHIBIT "A" LCRA / TRAVIS COUNTY PARKS WEST LICENSE AGREEMENT

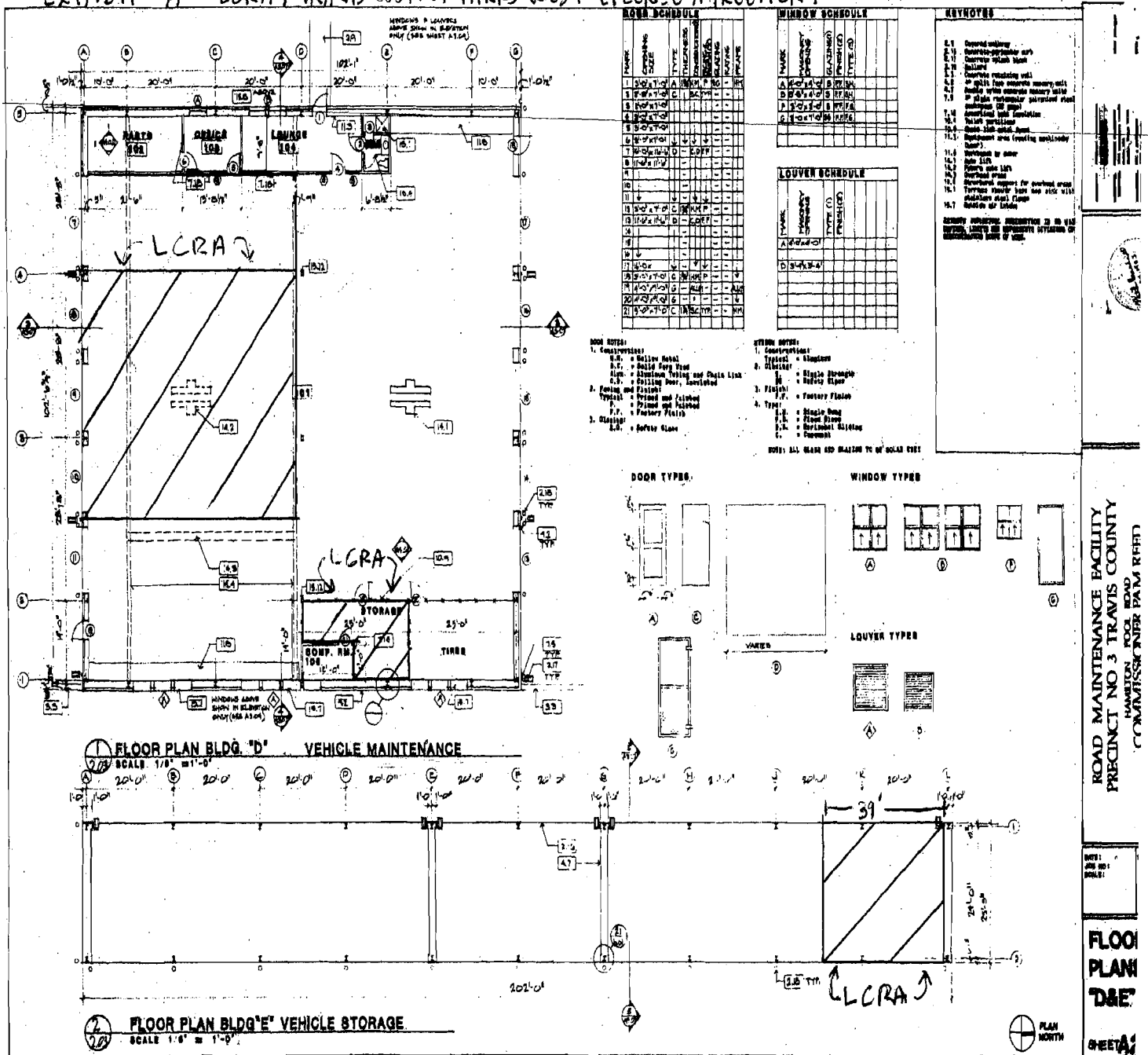


Exhibit B Landscape maintenance area



The area in the above map outlined in yellow is the agreed upon landscape maintenance area for the purposes of this License Agreement. LCRA agrees to provide landscape maintenance service (mowing, weed eating, edge and remove litter) 6 times per year.

Exhibit C

LCRA Letter of Self-Insurance



February 4, 2011

Honorable Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Re: Pct.#3 LCRA License Agreement

Dear Judge Biscoe:

Please be advised that the Lower Colorado River Authority is self-insured for General and Automobile liability, with Excess coverage through AEGIS up to \$35 million per occurrence. This policy has a self-insured retention level of \$2 million. In addition, the LCRA has a property and casualty insurance policy with a self-insured retention level of \$1 million. LCRA is a self-insured, political subdivision within the statutory limits for workers' compensation with excess coverage through AEGIS at a self-insured retention level of \$500,000 for each accident.

Sincerely,

A handwritten signature in black ink, which appears to read "Jim Travis", is written over a faint, circular embossed seal. The seal is partially obscured by the signature.

Jim Travis
Manager of Corporate Finance

JT:bl



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: David Salazar, Health and Human Services and Veterans Service, 854-4107

Elected/Appointed Official/Dept. Head: Sherri Fleming, County Executive

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action on Memorandum of Understanding (MOU) with Travis County Housing Finance Corporation for Tenant Based Rental Assistance (TBRA) Grant.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Housing Finance Corporation (the Corporation) received a TBRA grant in May of 2009 that was operational beginning September 2009. All case management and client services were provided by Social Workers at the Family Support Services Division of HHS&VS. Additional administrative services were provided by the Case Management Coordinator and one of the Social Workers to ensure eligibility, payment requests, and grant compliance. The TBRA grant requires 100% review of each household's eligibility and payment requests by the Texas Department of Housing and Community Affairs (TDHCA) staff through their web-based housing contract system.

The 2009 grant is successfully serving 19 households with \$300,000 dollars of rental assistance and utility subsidies. The 2011 Reservation system grant has eligible households enrolling now. Staff of the Corporation provided environmental clearance, project administrative support, and payment processing. A November 2010 audit by TDHCA found the program in compliance with all regulations. Of the 19 households enrolled four have graduated to self-sufficiency.

STAFF RECOMMENDATIONS:

Staff recommends approval to provide additional rental assistance resources to residents living below the median family income outside of the City of Austin within Travis County. The Division of Family Support Services provides case management services already to residents of Travis County and this program enhances the supports available through Family Support Services. The MOU provides for the hiring of a part-time Coordinator to manage the administrative and client related grant activities identified in the successful first TBRA grant received in 2009. The first TBRA grant

(contract 1001101) has 19 households enrolled and continues through May 18, 2012. A second TBRA Reservation contract (contract 1001327) was executed March 11, 2011, and continues through March 1, 2013.

ISSUES AND OPPORTUNITIES:

Although HHS&VS provided over 3 million dollars in grant assistance to eligible Travis County residents in 2010, this funding is for utility assistance only. All emergency rental assistance provided by HHS&VS is funded by Travis County general revenue dollars. Tenant Based Rental Assistance (TBRA) does not provide one-time emergency rental assistance like the County emergency rental assistance but adds a second funding source for rental assistance to the HHS&VS service array. TBRA provides the unique service of ongoing rental assistance for 12-24 months to allow households to stabilize and work towards self-sufficiency. The goal of TBRA is for households to be able to pay their own housing and other expenses at the end of the assistance period of 12 to 24 months. So, the TBRA program serves clients with extreme need (living at very low income) with enough time to stabilize so they will not need emergency financial assistance in the future.

FISCAL IMPACT AND SOURCE OF FUNDING:

The MOU with the Corporation dedicates up to \$36,386 in grant administrative dollars to fund a part time position at HHS&VS to perform the administrative tasks associated with the County's two TBRA contracts. These funds will be reimbursed through the two TBRA contracts administrative funds. Approving this MOU will not increase the County's Current Budget.

REQUIRED AUTHORIZATIONS:

Health and Human Services and Veterans Service	05/03/2011 11:11 AM	David Salazar	Completed
Health and Human Services and Veterans Service	05/03/2011 11:11 AM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Completed	05/03/2011 11:33 AM
Commissioners Court	Cheryl Aker	Pending	



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

502 E. Highland Mall Blvd.

P. O. Box 1748


Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: April 22, 2011

To: Members of the Travis County Commissioners Court

From: 
Sherri E. Fleming, County Executive for
Health and Human Services and Veterans Service

Subject: Memorandum of Understanding with Travis County Housing Finance Corporation for Tenant Based Rental Assistance Program (TBRA)

Proposed Motion:

Approve Memorandum of Understanding (MOU) with Travis County Housing Finance Corporation formalizing services provided by HHS&VS Division of Family Support Services to ensure successful operation of Tenant Based Rental Assistance (TBRA) grant.

Summary and Staff Recommendations:

Staff recommends approval to provide additional rental assistance resources to residents living below the median family income outside of the City of Austin within Travis County. The Division of Family Support Services provides case management services already to residents of Travis County and this program enhances the supports available through Family Support Services. The MOU provides for the hiring of a part-time Coordinator to manage the administrative and client related grant activities identified in the successful first TBRA grant received in 2009. The first TBRA grant (contract 1001101) has 19 households enrolled and continues through May 18, 2012. A second TBRA Reservation contract (contract 1001327) was executed March 11, 2011, and continues through March 1, 2013.

Budgetary and Fiscal Impacts:

The MOU with the Corporation dedicates up to \$36,386 in grant administrative dollars to fund a part time position at HHS&VS to perform the administrative tasks required for TBRA. This will be reimbursed through the two TBRA contracts administrative funds. This additional position will allow the social worker position currently devoted 40% to these grant specific tasks to focus on case management, and the Case Management Coordinator to focus on program administration rather than client eligibility processing. The only other fiscal impact is the Travis County administrative costs of creating and maintaining this part-time position.

Issues and Opportunities:

Although HHS&VS provided over 3 million dollars in grant assistance to eligible Travis County residents in 2010, this funding is for utility assistance only. All emergency rental assistance provided by HHS&VS is funded by Travis County general revenue dollars. Tenant Based Rental Assistance (TBRA) does not provide one-time emergency rental assistance like the County emergency rental assistance but adds a second funding source for rental assistance to the HHS&VS service array. TBRA provides the unique service of ongoing rental assistance for 12-24 months to allow households to stabilize and work towards self-sufficiency. The goal of TBRA is for households to be able to pay their own housing and other expenses at the end of the assistance period of 12 to 24 months. So, the TBRA program serves clients with extreme need (living at very low income) with enough time to stabilize so they will not need emergency financial assistance in the future.

Background:

Travis County Housing Finance Corporation (the Corporation) received a TBRA grant in May of 2009 that was operational beginning September 2009. All case management and client services were provided by Social Workers at the Family Support Services Division of HHS&VS. Additional administrative services were provided by the Case Management Coordinator and one of the Social Workers to ensure eligibility, payment requests, and grant compliance. The TBRA grant requires 100% review of each household's eligibility and payment requests by the Texas Department of Housing and Community Affairs (TDHCA) staff through their web-based housing contract system.

The 2009 grant is successfully serving 19 households with \$300,000 dollars of rental assistance and utility subsidies. The 2011 Reservation system grant has eligible households enrolling now. Staff of the Corporation provided environmental clearance, project administrative support, and payment processing. A November 2010 audit by TDHCA found the program in compliance with all regulations. Of the 19 households enrolled four have graduated to self-sufficiency.

cc: Rodney Rhodes, Executive Manager, PBO
Diana Ramirez, Budget Analyst, PBO
Susan Spataro, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Director, Family Support Services, TCHHS&VS

MEMORANDUM OF UNDERSTANDING FOR CONTRACT ADMINISTRATIVE
SERVICES FOR A TENANT BASED RENTAL ASSISTANCE PROGRAM BETWEEN
TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION,

This Memorandum of Understanding ("MOU") is entered into by the following parties:

Travis County, a political subdivision of the State of Texas ("County"),
and

Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394 ("Corporation").

RECITALS

Corporation requires contract direct services in order to implement its Tenant Based Rental Assistance ("TBRA") grant secured from the Texas Department of Housing and Community Affairs ("TDHCA"). County has the authority to provide those services pursuant to Texas Government Code, Section 81.027 and other statutes, and will provide the direct services for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this MOU, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this MOU,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Boards of Directors of the Travis County Housing Finance Corporation.

2.0 MOU PERIOD

2.1 This MOU shall begin when signed by both parties and continue in effect until the TBRA grant period terminates on May 18, 2012, unless earlier terminated by either party or unless additional TBRA grant funds are secured in which case, the term thereof shall be extended for the length of any additional grant period from TDHCA, unless either party objects to the extension. Board will provide County notice of any such extension.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the term of this MOU, County, through Family Support Services, a division of Travis County's Health, Human Services and Veterans Services ("FSS/TCHHSVS"),

shall provide the following services for the Corporation as described in the Corporation's grant contract with TDHCA to those persons who have been accepted into the TBRA Program:

3.1.01 receive new applications from Travis County, Texas residents in need of tenant based rental assistance;

3.1.02 qualify new applicants in compliance with the rules and regulation of the TBRA contract between the Corporation and the TDHCA;

3.1.03 provide the required and agreed upon personnel to effectively implement the TBRA program, for the duration that the Corporation continues to receive TBRA funding .

3.2 County shall perform all services and activities under this MOU in a professional, prompt and efficient manner, at a standard acceptable for similar services in Travis County.

3.3 County and Corporation shall conform to all laws, regulations and ordinances applicable to the performance of this MOU.

3.4 As the primary applicant and recipient of TBRA funding, the Corporation shall regularly update County staff of necessary grant obligations, procedures, regulations, and updates. The Corporation shall provide County staff the appropriate training and other grant-related information sessions. The Corporation shall provide County with a copy of the grant and any amendments or changes to the grant throughout the term of this MOU.

4.0 CORPORATION REIMBURSEMENT FOR COSTS OF PROGRAM COORDINATION

4.1 Corporation shall fund a half-time Social Service Program Coordinator position (grade 17) at a cost of \$36,386. This position will be responsible for submitting grant activities for approval through the TDHCA contractor system, and the Corporation will remain responsible for fiscal management and accounts payable. The reimbursement shall be payable to Travis County during the FY12 accounting year.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this MOU, any change to the terms of this MOU or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this MOU or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this MOU or any attachment to it to the Travis County Judge with a copy to Sherri Fleming, County Executive, TCHHSVS.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this MOU without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this MOU without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this MOU, in whole or in part, at any time before the date of termination specified in Section 2.1 of this MOU if Corporation fails to comply with any term or condition of this MOU.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this MOU and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the MOU to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this Section 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this MOU relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained in this MOU.

11.0 NOTICES

11.1 Any notice required or permitted to be given under this MOU by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

11.2 The address of County for all purposes under this MOU shall be:

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

With copies to (registered or certified mail with return receipt is not required):

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

and

Sherri Fleming, County Executive, TCHHSVS
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this MOU and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successor in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt is not required):

Harvey L. Davis (or his successor)
Manager
314 W. 11th Street, Room 540
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITIONS

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

12.2 County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the Corporation or its employees in relation to this Agreement. Corporation shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. Corporation and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

12.3 Law and Venue. This MOU is governed by the laws of the State of Texas and all obligations under this MOU shall be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this MOU will take place in Travis County and the City of Austin.

12.4 County Public Purpose. By execution of this MOU, the Commissioners Court finds that the issues, problems and needs to be addressed by this MOU constitute a significant public concern and that provision of services under this MOU will further the public purpose of addressing those needs identified in this MOU for qualified individuals.

TRAVIS COUNTY, TEXAS

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:

Samuel T. Biscoe
President

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

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

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

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

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

- A. Annual application to the United States Department of Health and Human Services for Travis County to continue to participate in the Parenting in Recovery Project with Travis County Health and Human Services and Veterans Service serving as the regional partnership project lead. The application is for the fifth and final year of the grant;
- B. Amendment to the agreement with the Texas Parks and Wildlife Department to extend the term of the Reimers Urban Outdoor Recreation Grant in the Transportation and Natural Resources Department; and
- C. Amendment to the agreement with the Office of the Governor, Criminal Justice Division, to increase the award and adjust the budget of the Recovery Act-Stop Violence Against Women Act Program in the Travis County Sheriff's Office and County Attorney's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet includes three items. Item A is annual application for the Parenting in Recovery Grant in Health, Human Services and Veterans Service. Item B is an amendment that will extend the term of the Reimers Urban Outdoor Recreation Grant in the Transportation and Natural Resources Department. Item C is an amendment that will increase the award and adjust the budget of the Recovery Act-Stop Violence Against Women Act Program in the Travis County Sheriff's Office and County Attorney's Office.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A requires a \$80,189 cash match for the final year of the Parenting in Recovery Grant. PBO will endeavour to recommend funding in the FY 12 Preliminary Budget for the grant match provided resources are available. However, a final decision may not be made until late September depending on the status of the final grant award and contract and the amount of resources available for FY 12. The cash match for Item B is budgeted for the grant. Item C does not require a cash match.

REQUIRED AUTHORIZATIONS:

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

TRAVIS COUNTY

5/10/2011

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>Applications</i>											
A	58	Parenting in Recovery	9/30/11-9/29/12	\$500,000	\$80,189	\$86,811	\$667,000	1	R	EC	14
<i>Contracts</i>											
B	49	Reimers Urban Outdoor Recreation Grant*	8/28/08-7/15/12	\$1,000,000	\$1,000,000	\$0	\$2,000,000	0	R	MC	100
C	37/22	Recovery Act-Stop Violence Against Women Act Program*	4/1/10-6/30/11	\$86,849	\$0	\$0	\$86,849	1	R	MC	104

* Amendment from original

PBO Notes:

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

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

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

FY 2011 Grants Summary Report
Outstanding Grant Applications

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	10/12/2010
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	2/1/2011 - 10/1/2012	* \$8000	\$3,000	\$2,000	\$13,000	0	11/16/2010
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0	11/16/2010
19	Underage Drinking Prevention Program	10/1/2011 - 9/30/2014	\$570,783	\$107,145	\$214,701	\$892,629	3	1/4/2011
45	Drug Court and In Home Family Services Grant	9/1/2011 - 8/31/2012	\$181,000	\$20,111	\$0	\$2,011,111	0.24	1/25/2011
45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$126,920	\$14,103	\$0	\$141,023	1.5	1/25/2011
47	Emergency Management Performance Grant	10/1/2010 - 9/30/2011	\$67,200	\$67,200	\$0	\$134,400	3	1/25/2011
55	Justice and Mental Health Collaboration Program	10/1/2011- 9/30/2012	\$49,796	\$0	\$19,304	\$69,100	0.75	2/1/2011
39	DWI Court	9/30/2011- 9/29/2012	\$206,515	\$0	\$0	\$206,515	3.5	2/22/2011
19	Family Violence Accelerated Prosecution Program	9/1/2011- 8/31/2012	\$95,456	\$34,311	\$17,088	\$146,855	2.1	2/22/2011
37	TCSO Child Abuse Victim Services Personnel	9/1/2011- 9/31/2012	\$28,748	\$19,241	\$0	\$47,989	1	2/22/2011

45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$21,000	0	2/22/2011
45	Travis County Eagle Resource Project	9/2/2011-8/31/2012	\$39,907	\$0	\$0	\$39,907	0	2/22/2011
45	Juvenile Treatment Drug Court-SAMHSA/CSAT	9/30/11-9/29/2012	\$198,200	\$0	\$90,442	\$288,642	0	3/1/2011
58	Emergency Food and Shelter Program Phase 29	1/1/2011 - 12/31/2011	\$111,839	\$0	\$0	\$111,839	0	3/8/2011
22	Family Drug Treatment Court	9/1/2011-8/31/2012	\$192,969	\$0	\$0	\$192,969	2	3/22/2011
58	AmeriCorps	8/1/2011-7/31/2012	\$298,929	\$170,770	\$173,642	\$643,341	0	3/22/2011
45	Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$190,047	1.82	3/22/2011
24	Drug Diversion Court	9/1/2011-8/31/2012	\$132,702	\$0	\$0	\$132,705	1	3/22/2011
24	Travis County Veteran's Court	9/1/2011-8/31/2012	\$221,251	\$0	\$0	\$221,251	2	3/22/2011
39	Travis County Adult Probation DWI Court	9/1/2011-8/31/2012	\$231,620	\$0	\$0	\$231,620	4	3/22/2011
19	Other Victim Assistance Grant	9/1/2011 - 8/31/2013	\$84,000	\$11,804	\$0	\$95,804	1	3/29/2011
23	Victim Coordinator and Liaison Grant	9/1/2011 - 8/31/2013	\$84,000	\$0	\$0	\$84,000	0	3/29/2011
45	Juvenile Treatment Drug Court-SAMHSA/CAST*	9/30/2011-9/29/2012	\$199,820	\$0	\$0	\$199,820	0	4/12/2011
39	Travis County Adult Probation Re-entry Court	10/1/2011-9/30/2014	\$349,812	\$0	\$0	\$349,812	2	4/12/2011
37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2011 - 8/31/2012	\$661,975	\$329,820	\$0	\$991,795	11	4/26/2011

\$3,438,802	\$483,393	\$543,054	\$6,283,252	25.91
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* Amended from original application

h

FY 2011 Grants Approved by Commissioners Court

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

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

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
49	Transportation Enhancement Program	11/30/2010- Completion	\$921,922	\$230,498	\$0	\$1,152,420	0	11/30/2010
49	FY11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$0	\$0	\$29,590	0	12/7/2010
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
24	Formula Grant - Indigent Defense Grant Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	1/18/2011
37	Austin/Travis County human Trafficking LE Task Force	1/1/2011 - 9/30/2011	\$15,000	\$0	\$0	\$15,000	0	1/25/2011
59	Capital Area Trauma Regional Advisory Council (CATRAC) EMS County Assistance	4/1/12010 - 8/31/2011	\$6,038	\$0	\$0	\$6,038	0	1/25/2011
37	Recovery Act - STOP Violence Against Women Act*	4/1/2010 - 6/30/2011	\$64,599	\$0	\$0	\$64,599	1	1/25/2011
Various	Family Violence Protection Team	10/1/2010- 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	2/1/2011
24	Travis County Drug Diversion Court*	9/1/2009- 8/31/2010	\$161,359	\$0	\$0	\$161,359	1	2/1/2011
24	Travis County Veteran's Court*	4/1/2010- 8/31/2010	\$7,387	\$0	\$0	\$7,387	1	2/1/2011
58	FY 11 Title IV-E	10/1/2010- 9/30/2011	\$104,196	\$205,013	\$0	\$309,209	0.75	2/1/2011

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
58	Seniors and Volunteers for Childhood Immunization	9/1/2010-8/31/2011	\$8,846	\$0	\$0	\$8,846	0.25	2/22/2011
58	ATCIC-Marguerite Casey Foundation Community and Family Reintegration Project	12/1/2010-5/31/2011	\$30,000	\$0	\$0	\$30,000	1	2/22/2011
37	Sheriff's Combined Auto Theft Task Force*	9/1/2010-8/31/2011	\$610,073	\$319,936	\$0	\$930,009	11	2/22/2011
58	AmeriCorps*	8/1/09-7/31/10	\$278,239	\$269,446	\$10,160	\$557,845	20	2/22/2011
58	Comprehensive Energy Assistance Program	1/1/2011-12/31/2011	\$1,279,651	\$0	\$0	\$1,279,651	0	3/1/2011
20	General HAVA Title II Compliance	11/8/2000-12/31/2010	\$626,673	\$0	\$0	\$626,673	0	3/22/2011
58	Parenting in Recovery	9/30/2010-9/29/2011	\$564,891	\$80,000	\$45,000	\$689,891	1	3/22/2011
58	Texas Department of Family and Protective Services Community and Family Reintegration Project	9/01/2010-8/31/2011	\$113,000	\$0	\$0	\$113,000	0	3/29/2011
49	CAPCOG FY 11 Interlocal Contract for Scrap Tire Recycling	2/11/2011 - 7/31/2011	\$8,000	\$0	\$0	\$8,000	0	3/29/2011
19	Family Violence Protection Team*	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	3/29/2011
58	LIHEAP Weatherization Assistance Program	4/1/2011 - 3/31/2012	\$725,015	\$0	\$0	\$725,015	0	4/5/2011
49	Flood Mitigation Assistance - Planning Grant*	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000	0	4/5/2011
58	Comprehensive Energy Assistance Program (CEAP)*	1/1/2011-12/31/2011	\$3,871,703	\$0	\$0	\$3,871,703	0	4/12/2011
58	ARRA WAP Weatherization Assistance Program*	9/1/2009-12/31/2011	\$6,922,699	\$0	\$0	\$6,922,699	3	4/12/2011
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	3/1/2011 - 9/30/2012	\$4,965	\$3,000	\$1,965	\$9,929	0	4/26/2011
			\$24,885,878	\$3,443,276	\$102,125	\$28,431,278	94.41	

*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	Has the General Fund been Reimbursed?
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	9/28/2010	In Process
22	Family Drug Treatment Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	11/23/2010	In Process
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010	In Process
19	Family Violence Protection Team	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	2/1/2011	In Process
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	10/5/2010	2/1/2011	In Process
58	ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	2/22/2010	In Process
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	2/1/2011	In Process
19	Family Violence Protection Team	\$23,589	\$23,589	\$47,178	1.5	12/14/2010	2/1/2011	In Process
23	Family Violence Protection Team	\$21,263	\$21,263	\$42,526	0.5	12/21/2010	2/1/2011	In Process
58	Casey Family Programs Community and Family Reintegration Project	\$10,090	\$10,090	\$20,180	1	12/28/2010	Awaiting Contract	No

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	Has the General Fund been Reimbursed?
58	Comprehensive Energy Assistance Program	\$84,508	\$84,508	\$169,016	0	12/28/2010	3/1/2011	In Process
58	Comprehensive Energy Assistance Program (Operating)*	\$0	\$0	\$325,000	0	12/28/2010	3/1/2011	In Process
58	Casey Family Programs Community and Family Reintegration Project	\$15,135	\$15,135	\$30,270	1	3/29/2011	Awaiting Contract	No
Totals		\$229,154	\$229,154	\$783,308	14			

* 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.

Grants Receiving Midyear Reductions due to the State's Budget Issues

Dept	Name of Grant	Grantor	Grant Term	Original Grant Award	Reduction Amount	Admended Award	FTEs	Cm. Ct.
								Approval/Acceptance Date
37	Sheriff's Combined Auto Theft Task Force*	Auto Burglary and Theft Prevention Authority	9/1/2010-8/31/2011	\$616,867	\$6,794	\$610,073	10	2/22/2011
				\$616,867	\$6,794	\$610,073	10	

* Grant shared between Travis County and six other counties. Travis County's portion of grant is roughly half with remaining funds received by the other counties. The number of TCSO FTE funded by the grant is 4.

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	\$ 1,282,000		\$ -		\$ -		\$ -		\$ -
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	\$ 4,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,252,569	\$ 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 checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

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

Grant Title:	Parenting in Recovery		
Grant Period:	From:	9/30/11	To: 9/29/12
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families		
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:				80,189	23,375	103,594
Operating:	500,000				63,436	563,406
Capital Equipment:						0
Indirect Costs:						0
Total:	\$500,000	\$0	\$0	\$80,189	\$86,811	\$667,000
FTEs:				1		1

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures Number of clients receiving substance treatment services (Please note this number reflects County portion of the Substance Abuse Treatment (SAMSO) contract with ATCIC which is 43% based on financial contribution. Due to this population having multiple treatment episodes and SAMSO being a calendar year contract, actual numbers are not available until end of the calendar year. All numbers are projections based on prior years.)	250	179	Number not available as report not submitted until 4/30			250

Number of families involved with child welfare completing service plan goals	90	40	Number not available as report not submitted until 4/30			90
Number of new children entering care	275	159	Number not available as report not submitted until 4/30			275
Measures For Grant						
Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program.	35%	0%	0%			35%
		Total Program: 9/50 = 18%	Total Program: 9/50 = 18%			
Outcome Impact Description	Reduces the number of incidences of child maltreatment in our community.					
Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure.	50%	50%	66%			50%
Outcome Impact Description	Reduces the number of children placed in the foster care system due to parental substance abuse.					
Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days).	80%	100%	100%			80%
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					

Percentage of parents or caregivers who show improvement in mental health functioning as measured by a pre and post treatment survey. (All data is projected percentages based on the projected measure. No actual data will be available until 30 days after the completion of the quarter.)	70%	50%	66%			70%
Outcome Impact Description	Parent/Caregivers with improved mental health functioning are projected to be better able to maintain sobriety, independence and an ability to safely care for their children without continued involvement by the child welfare system.					

RPG – Regional Partnership Grant. Designation established by Administration of Children and Families.

PIR – Parenting in Recovery. The name of the Travis County RPG site and the local project name.

PIR is a 5-year demonstration site grant awarded to test the validity of the project design. The project, as a part of the award, has a significant investment in evaluation with a designated evaluator paid through grant dollars. Sanna Thompson, PHD, of the University of Texas is PIR's evaluator who designed and is now implementing the evaluation of PIR. As part of the evaluation design, a database has been created to store and analyze data. The validity of the design will or will not be established by the use of a comparison control group for whom the project is also collecting the same data. As part of the grant, no predictions were made regarding specific indicator outcomes. The project design hypothesized that the continuum of services (seamless services) would result in children remaining with their mothers, as opposed to foster care, and the mothers would develop the skills and support required to sustain sobriety. The evaluation is testing this hypothesis.

All percentages provided above, specific to the grant, are to satisfy the grant summary form requirements and are not part of the evaluation. The percentages are based on local trends and cannot be directly linked to the project.

PBO Recommendation:

While PBO recommends approval of this grant application, two key points must be made.

First, the funding of the cash match for the PIR project coordinator is a budget request for FY 12. It is unclear at this early date whether sufficient general fund revenue will be available to cover this cost. PBO will endeavor to recommend funding for this budget request given the amount of funding that it leverages from the federal government. However, a final decision on the FY 12 budget will not be made until late September 2011.

Second, this is the final year of a five year grant cycle for this program. HHS&VS indicates that it is working with the Family Drug Treatment Court in the Civil Courts on a sustainability plan to continue this program after the grant ends in 2012. The funding streams include increased city/county funding for the ATCIC SAMSO contract and as yet to be identified federal, state and private funding sources.

Please note that the Family Drug Treatment Court is currently a state grant funded program with an unclear funding future and ATCIC has submitted a county budget request for FY 12 through HHS&VS for \$7 million to cover projected state funding cuts.

PBO will continue to monitor the state budget process throughout the county's budget process this summer and will make recommendations for the Preliminary Budget in July.

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

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the Parenting in Recovery project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

This grant will enhance the services provided by the Office of Children Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS serves as the lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Integral Care (ATCIC), Travis County District Court, and Workforce Solutions. The focus of TCHHSVS – Office of Children Services (OCS) is to promote programs and services that enhance the functioning of children, youth and families. OCS has an established collaborative relationship with the child welfare system and maintains oversight for the SAMSO contract. The grant expands service opportunities to families involved in both the child welfare and substance treatment systems.

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

There is \$500,000 in grant funds available for FY'12. A cash match of \$80,189 and an in-kind match of \$86,811 is required for a total match of \$167,000. FY'12 is the fifth and final year of the grant.

Travis County is providing a cash match of \$80,189 in the form of salary and benefits for a full-time Project Director. The county is also providing in-kind matches of \$23,375 for administrative staff support and \$5,523 for office space.

Austin Recovery is providing an in-kind match of \$20,600 in volunteer hours provided to support families enrolled in the program. Foundation Communities will also contribute an in-kind match of \$9,777 by providing rental housing to PIR clients at below market rates. Austin Travis County Integral Care will provide \$27,536 as an in-kind match by reducing the administrative fee it charges for coordinating the services provided to PIR clients. The total in-kind match comes to \$86,811.

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

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing all of the cash match and part of the in-kind match. The grant partners are also providing part of the in-kind match by offering services at a reduced cost and providing volunteer support for project participants.

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

There was not enough money in the grant award to cover program costs as well as allow for an indirect cost allocation. The most current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .5232. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$261,600 of that amount went for indirect costs.

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. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position, as currently designed, will end with the grant. This grant has provided the services, supports and collaboration for the Family Drug Treatment Court (FDTC) in Travis County. These two projects PIR and FDTC will be folded into one program, Family Drug Treatment Court, post PIR grant. The collaborative partners with FDTC/PIR have been working on sustainability issues for the last year. A charter has been completed and signed by principle persons and agencies that specifies the continuing commitment to the FDTC and maintaining post PIR grant the services and supports that were provided under the grant. The charter also outlines the governing and operational committees of the FDTC. A post PIR grant design has been proposed and approved by the advisory committee. All services/supports and the funding sources have been identified and outlined in a document to guide the sustainability efforts. The intent of the partnership regarding sustainability is to look at multiple sources of ongoing funding for the services and supports utilized by the FDTC participants that is currently funded by PIR. This includes federal grants, foundations, State and City/County funds. The advisory group will be focusing on the sustainability plan in year 5 (FY 12) and applying for and identifying revenue streams.

The Project Director will continue to develop agreements with program partners that will be sustained after the grant ends.

Current FDTC/PIR sustainability plan includes the following:

- Regional partnerships that will continue as a collaborative body that informs local practices and allocates resources for this population, per the charter.
- CPS staff, community partners and the participants will continue with the practice of integrated, collaborative case planning
- Extended in-patient treatment for substance abuse. Including women and children's program.
- Flexible funding supports for housing, mental health, employment and parenting
- Access to a housing specialist to support the families moving from treatment housing to community

Partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCIC SAMSO contract to serve this population. CPS will enter into contracts with TCHHSVS or Austin Recovery and Foundation Communities to secure needed services for families. Partners will lobby Department of State Health Services to raise the funding rate of treatment beds closer to cost and comparable to City/County contract rates, among other things.

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

NA

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 program is in line with the services currently offered by the Office of Children Services within TCHHSVS.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: April 25, 2011

TO: Members of the Commissioners Court

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

SUBJECT: FY'12 Grant Application to the U.S. Department of Health and Human Services for Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Methamphetamine or Other Substance Abuse

Proposed Motion:

Consider and take appropriate action to approve a \$500,000 grant application to the Administration for Children and Families within the U.S. Department of Health and Human Services to fund the Travis County Parenting in Recovery project in FY'12.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) first received this grant in FY'08. TCHHSVS serves as the lead agency in a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Integral Care, and Workforce Solutions, among others.

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families

together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

PIR has three main components: (1) enhanced collaboration between child welfare and the substance dependence treatment providers; (2) improved identification and treatment for families involved with the child welfare system as a result of substance dependence; and (3) the development of a continuum of services for families from treatment to sustained recovery within the community.

The PIR project started in February 2008 and has enrolled 71 mothers as of March 31, 2011. Of these 71 mothers, 24 were discharged successfully, 22 were discharged unsuccessfully, 7 were neutral discharges (admitted but did not receive services beyond partial substance dependence treatment), and 18 are currently enrolled in the program. The project will serve at least 20 mothers in FY'12.

TCHHSVS staff recommends approving the FY'12 grant application.

Budgetary and Fiscal Impact:

The amount of grant funds available from the U.S. Department of Health and Human Services for FY'12 is \$500,000. A cash and in-kind match totaling \$167,000 is required. FY'12 is the fifth and final year of the grant.

Travis County is providing a cash match of \$80,189 in the form of salary and benefits for a full-time Project Director. The county is also providing in-kind matches of \$23,375 for administrative staff support and \$5,523 for office space.

Austin Recovery is providing an in-kind match of \$20,600 in volunteer hours provided to support families enrolled in the program. Foundation Communities will also contribute an in-kind match of \$9,777 by providing rental housing to PIR clients at below market rates. Austin Travis County Integral Care will provide \$27,536 as an in-kind match by reducing the administrative fee it charges for coordinating the services provided to PIR clients. The total in-kind match comes to \$86,811.

Issues and Opportunities:

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office



Grant Application Package

Opportunity Title:	Continuation of Existing Project for Targeted Grants to
Offering Agency:	Administration for Children and Families
CFDA Number:	
CFDA Description:	
Opportunity Number:	HHS-2011-ACF-CONT-ACYF-CB-CU
Competition ID:	
Opportunity Open Date:	10/01/2010
Opportunity Close Date:	09/29/2011
Agency Contact:	Ben Sharp Grants Management Officer E-mail: ACFOGME-Grants@acf.hhs.gov Phone: (202) 401-5513

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name: Parenting in Recovery

Mandatory Documents

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Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Budget Information for Non-Construction Program
Assurances for Non-Construction Programs (SF-42)
Project Narrative Attachment Form
Budget Narrative Attachment Form
Grants.gov Lobbying Form
Project/Performance Site Location(s)

Optional Documents

Other Attachments Form
Disclosure of Lobbying Activities (SF-LLL)

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Faith Based EEO Survey

Instructions

- 1 Enter a name for the application in the Application Filing Name field.
 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.
 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3 Click the "Save & Submit" button to submit your application to Grants.gov.
 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:**5a. Federal Entity Identifier:****5b. Federal Award Identifier:**

90CU0039/05

State Use Only:**6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:**

Travis County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

1-746000192-A5

*** c. Organizational DUNS:**

0309088420000

d. Address:*** Street1:**

100 N. IH 35

Street2:*** City:**

Austin

County/Parish:*** State:**

TX: Texas

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

78701-4138

e. Organizational Unit:**Department Name:****Division Name:****f. Name and contact information of person to be contacted on matters involving this application:****Prefix:**

Ms.

*** First Name:**

Laura

Middle Name:*** Last Name:**

Peveto

Suffix:**Title:**

Prevention and Intervention Manager

Organizational Affiliation:*** Telephone Number:**

512-854-7874

Fax Number:

512-854-5879

*** Email:**

Laura.Peveto@co.travis.tx.us

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:**Type of Applicant 3: Select Applicant Type:***** Other (specify):***** 10. Name of Federal Agency:**

Administration for Children and Families

11. Catalog of Federal Domestic Assistance Number:**CFDA Title:***** 12. Funding Opportunity Number:**

HHS-2011-ACF-CONT-ACYF-CB-CU

*** Title:**

Continuation of Existing Project for Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Methamphetamine or Other Substance Abuse

13. Competition Identification Number:**Title:****14. Areas Affected by Project (Cities, Counties, States, etc.):**[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)*** 15. Descriptive Title of Applicant's Project:**

Substance dependent parents receiving child welfare will receive comprehensive residential treatment, discharge planning and recovery case management

Attach supporting documents as specified in agency instructions.

[Add Attachments](#)[Delete Attachments](#)[View Attachments](#)

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant TX025

b. Program/Project TX021

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 09/30/2011

* b. End Date: 09/29/2012

18. Estimated Funding (\$):

* a. Federal	500,000.00
* b. Applicant	109,087.00
* c. State	0.00
* d. Local	57,913.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	667,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Samuel

Middle Name: T.

* Last Name: Biscoe

Suffix:

* Title: Travis County Judge

* Telephone Number: 512-854-9555 Fax Number: 512-854-9535

* Email: Sam.Biscoe@co.travis.tx.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006

Expiration Date 07/30/2010

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for Children Affected by Meth.	93.087	\$	\$	\$ 500,000.00	\$ 167,000.00	\$ 667,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 500,000.00	\$ 167,000.00	\$ 667,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for Children Affected by Meth.				
a. Personnel	\$ 60,024.00	\$	\$	\$	\$ 60,024.00
b. Fringe Benefits	20,165.00				20,165.00
c. Travel	3,008.00				3,008.00
d. Equipment	0.00				
e. Supplies	0.00				
f. Contractual	476,992.00				476,992.00
g. Construction					
h. Other	106,811.00				106,811.00
i. Total Direct Charges (sum of 6a-6h)	667,000.00				\$ 667,000.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 667,000.00	\$	\$	\$	\$ 667,000.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

82

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for Children Affected by Meth.	\$ 109,087.00	\$	\$ 57,913.00	\$ 167,000.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 109,087.00	\$	\$ 57,913.00	\$ 167,000.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <input type="text" value="Completed on submission to Grants.gov"/>	* TITLE <input type="text" value="Travis County Judge"/>
* APPLICANT ORGANIZATION <input type="text" value="Travis County"/>	* DATE SUBMITTED <input type="text" value="Completed on submission to Grants.gov"/>

Standard Form 424B (Rev. 7-97) Back

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Program Narrative for Parenting in Recovery's Continuation Application (Year 5)

Parenting in Recovery: Background

Parenting in Recovery (PIR) brings together a coalition of community service providers who cooperatively provide a flexible, comprehensive continuum of services to women, children, and families who are involved in the state child welfare system as a result of maternal drug and/or alcohol dependence.

The essential goal of the PIR coalition is to help mothers of young children recover from substance dependence, maintain or regain custody of their children, and establish safe and healthy lives and homes.

The objectives of PIR are as follows:

1. Increase the safety and well-being of children of substance dependent mothers by reducing risk factors and increasing protective factors for child maltreatment
2. Decrease the number of out-of-home placements for children of mothers with substance dependence
3. Promote more efficient and effective community resource collaboration in support of mothers with substance dependence and their children
4. Facilitate more effective case management and treatment planning between child welfare and substance abuse treatment systems

Services available to PIR participants include inpatient and outpatient substance abuse treatment, drug court participation, collaborative case management, parenting skills training, safe housing, individual and family counseling, home visitation, child-care assistance, mental health services, medical and dental services, and educational and employment support.

The PIR core partnership includes the following entities:

- Travis County Health & Human Services
- Texas Department of Family & Protective Services, Child Protective Services
- Travis County Family Drug Treatment Court
- Austin Recovery Women's and Women & Children's Treatment Programs
- Foundation Communities

PIR collaborative partners include the following:

- Travis County District Attorney's Office
- Texas Court Appointed Special Advocates (CASA)
- Travis County Court Appointed Family Advocates (CAFA)
- Austin/Travis County Integral Care (ATCIC)
- Manos de Cristo
- Casey Family Programs
- Mauney & Associates, LLC
- Workforce Solutions—Capital Area
- EyeSite Family Vision
- Eyemart Express

- David Brown, MD
- Communities for Recovery
- Austin Oxford Houses
- MedSavers Pharmacy

PIR participants are Travis County residents who have been identified by Texas Department of Family & Protective Services (DFPS), Child Protective Services (CPS) as exhibiting symptoms of substance use disorders that impact the care and well-being of their young children.

CPS referrals to PIR may occur under any of the following three basic criteria:

1. A mother gives birth to a baby who tests positive for drugs.
2. A mother is pregnant and tests positive for drugs and has at least one child under age five in the home.
3. A mother is using drugs and has at least one child under age five in the home.

Eligible participants must meet the following conditions:

1. Mother is dependent on alcohol and/or other drugs.
2. Mother is not in acute distress due to a mental health diagnosis such that it would preclude her from actively participating in treatment.
3. Mother's children fit into one or more of the following categories:
 - a. Children are with mother and will accompany her into treatment.
 - b. Children are with relatives or fictive kin in Travis or a contiguous county.
 - c. Children are with relatives, fictive kin, or foster care, regardless of their location, with an intention to reunify with mother within 45 days of removal or when in the best interest of the children and agreed upon by the child advocates to the case.
 - d. Children are with relatives, fictive kin, or foster care, regardless of their location, with an intention to place with relatives or fictive kin in Travis or contiguous county within 45 days of removal or when in the best interest of the children and agreed upon by the child advocates to the case.
4. Mother demonstrates her willingness to participate in PIR by entering substance abuse treatment and enrolling Family Drug Treatment Court.

PIR enrolled its first treatment group participant in February 2008 and celebrated its first successful full-term graduate in April 2009.

Since inception and as of March 31, 2011, PIR has enrolled 187 participants and 322 children as follows:

- 71 treatment group mothers
- 119 treatment group children
- 116 control group mothers
- 203 control group children

Since inception and as of March 31, 2011, PIR has discharged 53 treatment group participants as follows:

- 24 successful completions
- 22 unsuccessful completions

- 7 neutral discharges (admitted but did not receive services beyond partial substance abuse treatment)

Also since inception, eleven PIR participants have given birth.

- Eight participants and their infants tested negative for drugs. Five were current participants, and three had been discharged (one successful and two unsuccessful).
- Two previously discharged participants and their infants tested positive for drugs.
- One previously discharged participant tested positive for drugs, but her infant tested negative.

Year 4 PIR Activities: Highlights

Since September 30, 2010 and as of March 31, 2011, Parenting in Recovery has admitted 10 treatment group mothers and 17 children. Nine of those mothers and 15 children were still enrolled on March 31st. During the same period, PIR has enrolled 23 control group mothers and 41 children. These figures put the program on target to meet or exceed enrollment goals for Year 4 of the grant.

During Year 4, PIR has discharged 10 mothers and their children from the program. Six of these mothers completed the program successfully and maintained custody of their children. Four mothers were discharged unsuccessful. Of those four, two mothers voluntarily relinquished their parental rights within six months of the initiation of their Child Protective Services (CPS) cases, and their children were placed for adoption. The other two mothers continue with open CPS cases while their children reside with relatives.

Year 4 has seen the Regional Partnership mature into an efficient and effective team that has accomplished a lot, much of which will be described later in this report. But the year has not been without challenges. Statewide budget cuts have reduced the availability of services virtually across the board. Agency reorganizations and turnover at times has challenged the Partnership's ability to consistently monitor participants' progress and provide needed services in a timely manner. PIR-Drug Court participants continued to represent a most challenging segment of the population, presenting with not only substantial substance abuse problems and multiple physical, mental, emotional, and life skills needs, but also personal and environmental barriers to achieving self-actualization and self-sufficiency.

The Regional Partnership took major steps toward developing a sustainability plan to maintain Drug Court and participant supports post-grant. The Sustainability Committee wrote and approved a formal Charter, populated its decision-making committees and governing body, developed a services and funding report, and developed policies and procedures that define the basic design of Drug Court post-grant. These three documents are included as Attachments 1-3 to this report.

The Partnership made significant progress in its ongoing efforts to better understand its participants and their interactions with, responses to, and successes and challenges in PIR-Drug Court. PIR held two focus groups—one for current and one for past participants. A Sustainability Data Subcommittee collected and organized a substantial amount of data on past and current

participants, with data analysis to follow during the second half of Year 4. The PIR-Drug Court team succeeded in reducing the incidence of cookie-cutter programming by providing participants more individualized case planning.

The following narrative expands on these and other highlights through a more detailed presentation of grant activities, accomplishments, challenges, and project deviations that have occurred during the past year. The narrative concludes with a Project Plan for Year 5 that focuses on sustainability.

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
<i>Project Maintenance</i>		
Program maintenance	<ul style="list-style-type: none"> PIR Policies & Procedures Manual updated and revised as needed Regional Partnership expanded as needed Program tools reviewed and revised quarterly PIR Management Team meetings held monthly PIR Evaluation Team meetings held every other month PIR-CPS Investigation Unit case staffing meetings held weekly Two PIR participant focus groups held 	Ongoing, with continuous review
Grant management	<ul style="list-style-type: none"> PIR direct and supportive staff remained intact with no turnover; Project Director position fully funded by Travis County Partnership sub-recipient contracts monitored and revised as needed Grant funds drawn down and expended appropriately Match contributions from PIR partners identified and submitted Carry over request for Year 3 submitted and awaiting official approval Data successfully uploaded to RPG database December 2010 RPG cluster calls attended as scheduled RPG Conference attended by PIR Project Manager, PIR Program Director, and PIR Program Evaluator. Family Drug Court Roundtable attended by PIR Project Manager, PIR Program Director, Travis County Drug Court Judge and Drug Court Coordinator 	Ongoing, with continuous review
Regional partnership	<ul style="list-style-type: none"> Regional Partnership expanded to provide peer recovery coaching, additional parent training, pharmaceutical assistance, sober housing alternatives, and domestic violence assessment and counseling (procedural agreements included as Attachments 4-6 to this report) 	Accomplished, with continuous review
Core partner participation	<ul style="list-style-type: none"> Child Protective Services: <ul style="list-style-type: none"> Investigation and Family Based Services units 	Ongoing, with continuous review

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
	<p>experienced turnover at all levels but remained adequately staffed and participated at appropriate levels.</p> <ul style="list-style-type: none"> ○ Regional management expressed an intention to continue CPS' vital role in Drug Court post-grant. ● Family Drug Treatment Court: <ul style="list-style-type: none"> ○ FDTC judge participated at consistently high level. ○ Drug Court Coordinator participated in service planning and provision at consistently high level. ○ Supervision of Drug Court Coordinator position shifted from Drug Court Presiding Judge to PIR Project Manager ● Austin Recovery: <ul style="list-style-type: none"> ○ AR admitted PIR-Drug Court participants in timely fashion and provided residential, supportive residential, intensive outpatient, and supportive outpatient treatment as expected. ○ Agency obtained new upper level management, reorganized mid-level management positions, adjusted census levels, and added extended-care treatment option. ● Foundation Communities: Case manager reduced level of participation in Drug Court meetings but remained a contributing member of the PIR-Drug Court team. 	
Partnership collaboration	<ul style="list-style-type: none"> ● Regional Partnership continued to work together very well. ● Partnership groups met as follows: <ul style="list-style-type: none"> ○ PIR Management Team: Monthly ○ Drug Court Operations Committee: Monthly ○ PIR-Drug Court Case Management Team: Bimonthly ○ PIR-Drug Court Sustainability Advisory Committee: Quarterly ○ PIR-Drug Court Sustainability Charter Subcommittee: Monthly; task completed ○ PIR-Drug Court Sustainability P&P Subcommittee: Weekly; initial task completed ○ PIR-Drug Court Sustainability Data Subcommittee: Weekly; task ongoing 	Accomplished and ongoing
Quarterly cross-training	<ul style="list-style-type: none"> ● Provided cross-training for PIR partners, as follows: <ul style="list-style-type: none"> ○ Family Drug Treatment Court/PIR Sustainability Forum ○ Addiction is a Family Affair: Treating Chemical Dependency from a Family Systems Approach ● Provided cross-training for PIR partners and the larger Austin service-provider community, as follows: <ul style="list-style-type: none"> ○ Back to Basics: Substance Abuse, Dependence, & 	Accomplished; additional topics scheduled

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
	Recovery <ul style="list-style-type: none"> Scheduled for May 2011: Case Managing Complex Families with Substance Use Disorders Scheduled for August 2011: The Neurobiology of Addiction, a Brain Disease 	
Specialized training	<ul style="list-style-type: none"> Provided specialized training to CPS, UT Austin School of Social Work, Travis County Office of Child Representation, Travis County Juvenile Probation, as follows: <ul style="list-style-type: none"> Substance Abuse, Addiction, & Recovery PIR Program & Program Evaluation Overview 	Accomplished and ongoing
<i>PIR Participate Identification & Entry</i>		
Assignment of cases to treatment and control groups	<ul style="list-style-type: none"> Assignment of CPS referrals into treatment group and control group accomplished as defined in PIR policies & procedures 	Accomplished; open to review
Enrollment of participants into PIR	<ul style="list-style-type: none"> Treatment group participants enrolled into PIR and Drug Court as outlined in P&P Control group participants enlisted as outlined in P&P Total control group enrollment equals 114 families; group size caps at 135, at which point control group enrollment ceases 	Accomplished; open to review
Case staffing	<ul style="list-style-type: none"> PIR Director and CPS Unit Supervisor continued to meet weekly to review and discuss referrals into the unit and plan direction of investigations as they relate to PIR program involvement. 	Accomplished and ongoing
Drug testing at investigation stage	<ul style="list-style-type: none"> CPS investigators continued to refer mothers, fathers, and children for 90 day segmented hair follicle drug testing during the investigation stage of the case. 	Accomplished and ongoing
Substance Abuse and Mental Health screening tool	<ul style="list-style-type: none"> CPS investigators continued to use the revised MINI to screen for SA and MH PIR Director examined alternative screening tools, and PIR-Drug Court team made initial decisions regarding post-grant screening processes. 	Accomplished and ongoing
<i>Treatment & Recovery</i>		
Primary substance abuse treatment provider: Austin Recovery (AR)	<ul style="list-style-type: none"> Hired a new CEO who initiated reorganization of mid-level management Reduced census in Family House Women & Children's Program and limited number of children to one per woman Extended length of stay in Family House Women & Children's Program to 90 days for all patients Initiated new program to provide supportive residential care following completion of primary substance abuse treatment Continued to provide balanced treatment curriculum that includes trauma-informed Seeking Safety components 	Ongoing, with periodic review

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
	<ul style="list-style-type: none"> Continued to utilize <i>Milestones</i> program that permits PIR participants to advance through stages and earn special privileges 	
Secondary substance abuse treatment providers	<ul style="list-style-type: none"> Participants referred to alternative providers out-of-region in cases of relapse, particularly when participants exhibited special needs 	
Substance abuse treatment continuum of care	<ul style="list-style-type: none"> Medically supervised detoxification: Provided as needed Primary residential treatment: Ninety days Supportive residential treatment: Special cases only, up to ninety days Intensive outpatient treatment (IOP) following residential: Four sessions/week for six weeks Supportive outpatient/aftercare (SOP) following IOP: One session/week for eight weeks 	Accomplished and ongoing
Community-based recovery supports	<ul style="list-style-type: none"> Definition of community-based recovery support activities, previously limited to 12-Step meetings, expanded to include other recovery-related activities (included as Attachment 7 to this report) Documentation of attendance at recovery support activities revised to obtain additional information about activities (included as Attachment 8 to this report) Recovery-related program attendance standards: <ul style="list-style-type: none"> Residential treatment: Attend on-site and off-site meetings as available During IOP: Attend and document one meeting daily; IOP counts as a meeting During and following SOP: Attend and document 90 meetings in 90 days; SOP counts as a meeting Peer recovery coaching, provided by PIR: Meet with and document weekly meeting Sponsorship: Obtain a 12-Step meeting sponsor and document weekly meeting 	Accomplished and ongoing
Collaborative case management in support of treatment team	<ul style="list-style-type: none"> Admission plan: Conducted by PIR Director and Austin Recovery Case Manager Psycho-social assessment: Conducted by Drug Court Coordinator Bi-weekly case management meetings: Facilitated by Drug Court Coordinator; attended by CPS caseworkers, CASA supervisor, Austin Recovery case manager, Foundation Communities case manager, PIR Director Family Group Conference: Facilitated by CPS specialist; held at 45-60 days into residential treatment and attended by PIR participant and her available family members, CPS, CASA, treatment counselor & case manager, participant's and children's attorneys, Drug Court Coordinator, and PIR Director 	Accomplished and ongoing

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
	<ul style="list-style-type: none"> Discharge Planning Meeting: Facilitated by PIR Director; held at 75-80 days into treatment and attended by PIR participant, CPS, CASA, treatment case manager, participant's and children's attorneys, and Drug Court Coordinator 	
<i>Recovery Support Services</i>		
Housing	<ul style="list-style-type: none"> Housing needs assessment: Conducted by PIR-funded half-time Housing Case Manager within 30 days of program admission Group sober housing provided by PIR for 90 days following successful completion of residential treatment Under certain circumstances, up to 90 days supportive residential treatment/housing provided prior to or instead of sober housing Transition from sober housing to independent living facilitated by Housing Case Manager and PIR Director; funded by PIR in declining amounts over time 	Accomplished, with ongoing review
Childcare	<ul style="list-style-type: none"> Provided by CPS following successful completion of residential treatment; service remains in place for duration of CPS case and may be extended under certain circumstances 	Accomplished and ongoing
Dental care	<ul style="list-style-type: none"> Continued relationship with Manos de Cristo, a non-profit provider of low cost dental services Began exploring options for sustaining dental services 	Accomplished, with ongoing review
Parent training	<ul style="list-style-type: none"> One-on-one parent training sessions provided to most PIR participants beginning at approximately 30 days into program enrollment—previously provided by CPS and now funded by PIR Extent of service includes up to 12 sessions focused on developing skill sets suggested by scores on the AAPI-2 	Accomplished, with ongoing review
Mental health support	<ul style="list-style-type: none"> Psychological assessments provided by CPS at 30-45 days into initiation of case Options for individual, couples, and family therapy for parents, and individual and play therapy for children provided by CPS, typically during and/or following successful completion of intensive outpatient treatment Essential psychiatric services provided by ATCIC, PIR, or CPS depending on nature of condition and immediacy of need 	Accomplished, with ongoing review
Recovery coaching	<ul style="list-style-type: none"> Up to 20 one-on-one peer recovery coaching sessions provided by PIR 	Accomplished and ongoing
Financial counseling	<ul style="list-style-type: none"> Group courses and one-on-one financial counseling sessions provided by Foundation Communities; documentation required for successful completion of Drug Court 	Accomplished and ongoing

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
Education & employment support	<ul style="list-style-type: none"> Utilized a variety of resources in support of education & employment 	Accomplished, with ongoing review
Drug testing	<ul style="list-style-type: none"> Random call-in drug testing program that utilizes standard urinalysis, ETG testing, and hair follicle testing required and funded by Drug Court Hair follicle testing conducted during investigation stage of CPS case funded by Travis County Child Welfare Board Negative 90-day segmented hair follicle test required for phase advancement in Drug Court Random urinalysis kit-testing conducted during treatment program visits, in-home visits, and prior to Drug Court appearances 	Accomplished and ongoing
Evaluation		
IRB approval	<ul style="list-style-type: none"> IRB renewal submitted and approved 	Completed, with annual renewal
Database upgrades	<ul style="list-style-type: none"> PIR database periodically updated to improve clarity and utility and allow entry of additional data Portal for organizing and displaying local data expanded as appropriate 	Completed, with ongoing review
Data upload	<ul style="list-style-type: none"> Data successfully uploaded to RPG database as required 	Completed and ongoing biannually
Sustainability		
Sustainability Committee & Plan	<ul style="list-style-type: none"> Committee members identified and recruited Committee defined and populated its governing body and policy-making committees Committee determined steps necessary to develop a sustainability plan to maintain Drug Court and essential participant supports post-grant Casey Family Programs, Austin office, continued to facilitate formal Sustainability Committee meetings 	Accomplished and ongoing
Charter	<ul style="list-style-type: none"> Charter Subcommittee wrote, and Sustainability Committee approved, a formal Charter that states the Drug Court mission, vision, values, and goals, and outlines the Court's membership and governing structure. 	Accomplished
Policies & Procedures	<ul style="list-style-type: none"> P&P Subcommittee developed policies and procedures that outline the basic operations of Drug Court post-grant 	Accomplished, with ongoing review
Complete sustainability plan	<ul style="list-style-type: none"> Sustainability Committees and subcommittees scheduled to continue working on plan throughout the remainder of Year 4, with expected completion by September 2011 	In progress
Identify potential funding sources	<ul style="list-style-type: none"> TCHHS/VS led a team in applying for the OJJDP FY 2010 Family Drug Court Programs and did not receive funding 	Accomplished and ongoing

PIR Year 4 Accomplishments to Date		
Activity	Product	Status
	<ul style="list-style-type: none"> Sustainability Committee continues to investigate options for grant applications and local resources to sustain existing services 	

Year 4 Project Plan Implementation	
Goals from Project Plan for Year 4	Status
<p>Continue to systematically observe and assess PIR participants' progress through the partnership's continuum of care, programs, and services in order to identify programmatic strengths, weaknesses, and gaps. This process will be facilitated by:</p> <ol style="list-style-type: none"> 1. Bimonthly case staffings attended by individuals who work closely with participants, understand their needs, and hear their reactions to relevant services, resources, and phases of programming 2. Focus groups with participants at varying stages of involvement with the program. 	<p>Goal accomplished, with ongoing review. Strengths noted: CPS case identification, investigation, and recruitment; early admission into treatment</p> <ol style="list-style-type: none"> 1. Case management staff meetings attended by case workers and other members of the PIR-Drug Court team were held as scheduled every first and third Thursday of the month. Team members reviewed cases, examined participants' movement through systems of care, explored ways to help participants overcome barriers—both real and perceived, and assessed the value of provided services and the need for additional services. 2. With generous support from Casey Family Programs, PIR held two focus groups—one with current and one with past participants. The former was well attended and produced a significant amount of feedback about PIR and Drug Court. The latter, although less well attended, also provided meaningful insights. PIR management organized the information and produced a summary report.
<p>Collect and analyze treatment group participant local data in an effort to identify characteristics of participants, their personal histories, and their cases that may be relevant to successful engagement in and completion of the program. We began this process in January, 2010 and saw interesting initial results that encouraged us to expand the project to include collecting and analyzing data on multiple variables, such as prior child welfare involvement, prior parental rights terminations, timing of parent-child reunification, criminal history, mental health diagnoses, and intelligence quotients. The number of cases will be small for data analysis, but we hope to see meaningful trends that can inform our treatment model. Sanna Thompson, our PIR project evaluator, has agreed to provide statistical and data analysis expertise to the local data project.</p>	<p>The Sustainability Data Subcommittee collected and recorded over 4200 pieces of data on 82 past and current PIR and/or Drug Court participants. Categories of variables included demographics, services received, substance abuse treatment and recovery history, education and employment, case outcomes, and child placements. The primary plan for data analysis on the variables, which is expected to occur during the second half of Year 4 and into Year 5, is to compare characteristics of PIR-Drug Court participants who completed the program successfully versus participants who were discharged unsuccessful. If comparable data can be located and obtained, certain outcomes for PIR-Drug Court participants will be compared with those of individuals who received CPS services "as usual."</p>
Continue to study our initial screening process as it	PIR continued to utilize the MINI to screen for

<p>relates to substance dependence and mental health conditions. Feedback from child welfare investigators during the past year suggests that they have become comfortable with the current incarnation of the two substances abuse sections of our current instrument—an adaptation of the MINI, but continue to find the mental health sections difficult. Indeed, they have thoughtfully questioned the value and efficacy of screening for specific mental health conditions during the investigation stage of the case, when clients are or recently were using drugs. This is true particularly considering their limited expertise in recognizing mental health problems generally. Many of our coalition partners agree. Sorting through the issues of what, when, and how to screen will be an important Year 4 goal. One possible solution is to develop a tool unique to the characteristics of our participants and the needs and expectations of our partners.</p>	<p>substance dependence and mental health concerns during the investigation stage of cases. The PIR-Drug Court team also continued to investigate alternative instruments and assess the value of screening for certain conditions during that early stage of a CPS case involving substance abuse. During the past year the PIR-Drug Court team relied less on mental health screenings during investigations and instead began scheduling formal psychiatric and/or psychological evaluations to occur 30-45 days into the cases, while participants are still in residential treatment. If a participant entered treatment with a reliable mental health diagnosis, however, she was still required to enter with a 30-day supply of medications appropriate to treat the condition if medically indicated. During Year 5, PIR anticipates piloting use of the substance abuse screening tool UNCOPE (included as Attachment 9 to this report) with a portion of its Year 5 participants. At this time, PIR does not expect to recommend sustained mental health screenings during the CPS investigation stage for Drug Court participants.</p>
<p>Continue to work with our parent training partner to evaluate how best to use information gained from the Adult-Adolescent Parenting Inventory-2 (AAPI2) and the Ages & Stages Questionnaire (ASQ), and continue to research alternative instruments which may provide more relevant information in the realm of parenting and parent-child relationships.</p>	<p>Administration of the ASQ was discontinued when PIR lost its original parent coaching resource due to closure of the agency. The new provider was not equipped to administer and score the instrument, and because the PIR-Drug Court team did not see the immediate benefit of utilizing the instrument, it did not request that the agency gain the skill to do so. Administration of the AAPI2 continues. Consideration of how best to use pre- and post-AAPI2 scores will continue through the second half of Year 4 and into Year 5. Currently, the instrument is being utilized to assess the need for parent coaching among individual participating families and to prioritize those efforts when applied.</p>
<p>Continue to focus on participants obtaining post-treatment employment services, including job skills development and job search assistance, in order to hasten their progress toward self-sufficiency. To help accomplish this goal, the team will continue to analyze the challenge facing these participants to achieve self-sufficiency. Furthermore, the team will strive to better understand the processes and expectations of its work-readiness partners and to strengthen its relationships with those partners.</p>	<p>Encouraging PIR-Drug Court participants to obtain work skills and employment and helping them do so continued to be one of the Partnership's most difficult challenges. In addition to the obvious environmental roadblocks such as high unemployment rates, most PIR participants start out with such deficient work skills and education levels that by the time they complete residential and aftercare treatment, they are halfway through the program and are at the point that they are expected to contribute financially to rent and other living expenses. Many participants have the additional burden of criminal histories, and some</p>

	<p>simply lack motivation. And even those who have experience and education and are capable and motivated are struggling as much, and in some cases more than their counterparts because they are seeking a higher caliber position with higher pay. Those jobs are in short supply locally. The team does continue to address this issue by consulting and working with reputable job training and employment resources, and this challenge will be a major priority for Year 5.</p>
<p>Continue to work on bringing participants' paramours into the PIR-Drug Court program. We have seen how distracting disengaged partners can be for participants, in some cases to the point of sabotaging their entire recovery process and playing a significant role in their losing custody of their children. We have made significant progress during the past 12 months and will carry what we have learned into Year 4.</p>	<p>PIR-Drug Court continued to focus on bringing paramours into the program when appropriate and working with them more attentively than in the past. Annual enrollment figures suggest that those efforts have proven successful, as follows:</p> <ul style="list-style-type: none"> Year 1: 1 enrollee (unsuccessful) Year 2: 3 enrollees (1 successful; 2 unsuccessful) Year 3: 4 enrollees (2 successful; 2 currently enrolled) Year 4 to date: 2 enrollees (currently enrolled) <p>A Drug Court preliminary sustainability policy calls for the enrollment of fathers with children, with or without their partners.</p>
<p>Continue providing quarterly cross-trainings for PIR partners and the larger Austin service-provider community, who have demonstrated a thirst for high quality free education that offers continuing education credits. Three of the last four trainings attracted over 100 participants. Also related to training, we plan to define a course curriculum for a larger sustainable training effort for child welfare workers. We will study the six-module training program obtained from CFF during the Winter 2010 RPG Conference, with the goal of adapting it to the continuing educational needs of child welfare workers who work with families who have multiple needs around substance use and mental health disorders. We plan to pilot the resulting curriculum for a quarterly cross-training audience during Year 4 of the grant.</p>	<p>PIR continued to provide quality cross-training opportunities for PIR partners and the larger Austin service-provider community, as follows:</p> <ul style="list-style-type: none"> • Family Drug Treatment Court/PIR Sustainability Forum: Attendance = 23 PIR/FDTC partners • PIR Participants & Community Challenges: Attendance = 26 social workers & social work graduate students • Back to Basics: Substance Abuse, Dependence, & Recovery: Attendance = 86 PIR/FDTC partners and community members • Principles of Addiction & Recovery: Attendance = 14 juvenile probation officers, counselors, & interns • Scheduled for May 2011: Case Managing Complex Families with Substance Use Disorders • Scheduled for August 2011: The Neurobiology of Addiction, a Brain Disease <p>PIR Project Manager and Program Director will continue to work during the second half of Year 4 and into Year 5 to develop a course curriculum for child welfare workers who work with families who have multiple needs around substance use and mental health disorders.</p>
<p>Develop policies and procedures to address unresolved issues that have challenged the PIR-</p>	<p>The PIR-Drug Court team resolved issues around drug testing, 12-Step programming requirements,</p>

<p>Drug Court team over the last year and a half. These include:</p> <ul style="list-style-type: none"> ○ Drug testing: Resolve confusion and disagreement among team members on the validity of various drug testing methods and determine how to interpret and utilize drug test results to the best benefit of participants. ○ 12-Step program meeting requirements and documentation: Resolve the issue of participants misrepresenting sponsor contacts and meeting attendance through false self report and forged signature cards. ○ Transitional housing: Develop protocols for transitioning from residential treatment back into the community that match the needs of individual participants to the expanded options available, including group sober homes for women and children. 	<p>and transitional housing, as follows:</p> <ul style="list-style-type: none"> ● Drug testing: After viewing an NADCP video training by Dr. Paul Cary of The University of Minnesota, and participating in a conference call with Mr. Ron Flegel, Forensic Toxicologist with SAMHSA, the team committed to accept results of UA, ETG, and hair follicle tests unconditionally. ● 12-Step program requirements and documentation: The PIR-Drug Court team revised one policy and one procedure to address the issue. The team expanded its list of options for activities that qualify as “recovery activities” and count as “meetings,” thereby giving participants more latitude to attend activities that are more meaningful to them. The team developed a new procedure by which participants document meeting attendance that requires more detail and insight than the original. ● Transitional housing: New policy requires all participants to transition from residential treatment into sober housing for a period of three months unless they successfully petition the PIR-Drug Court team to waive the requirement due to special circumstances or needs.
<p>Hold two focus groups with PIR participants, as follows: One with currently enrolled participants and one with program graduates.</p>	<p>This goal was accomplished in March 2011. PIR Project Manager and a focus group specialist from Casey Family Programs held one group with currently enrolled participants and one with program graduates. PIR management organized the information and produced a summary report (included as Attachment 10 to this report).</p>
<p>Study and revise the PIR-Drug Court team’s program of drug court rewards and sanctions in accordance with lessons learned and materials obtained during the Winter 2010 RPG Conference. Likewise, continue to work with the coalition’s primary substance abuse treatment provider to develop a more comprehensive trauma-informed treatment curriculum, as per training received at that conference.</p>	<p>An Operations Subcommittee revised, and the Operations Committee approved, new Drug Court sanctions protocols (included as Attachment 11 to this report). The subcommittee has begun reviewing and revising rewards protocols and anticipates completing that process during the second half of Year 4. Feedback from the PIR Focus Group participants indicated that they view sanctions and rewards as “out of balance” such that the Court sometimes appears more punitive than rewarding. At the same time, participants stated that accountability to the Court was one of its most important functions; they liked and appreciated being closely monitored and confronted when appropriate. The PIR-Drug Court team will be challenged to keep in mind the need to balance the</p>

	use of sanctions and rewards within the context of maintaining participant accountability to the Court. The PIR-Drug Court team worked with Austin Recovery to deliver more comprehensive trauma-informed substance abuse treatment services by brokering a formal relationship between AR and SafePlace, a local agency that provides education about and support for victims of rape, sexual abuse and domestic violence. SafePlace now delivers the Seeking Safety curriculum to Austin Recovery residential and outpatient treatment clients.
Continue to explore opportunities to expand the PIR regional partnership to include additional substance abuse providers, including one that provides legitimate dual-diagnosis treatment.	Two PIR participants who completed residential treatment with the RPG provider and subsequently relapsed due, at least in part, to mental health issues entered residential treatment in an out-of-region facility that works with dual-diagnosis patients. One completed that program successfully, and one did not. Both were eventually discharged unsuccessfully from PIR and Drug Court. PIR does not currently have a mechanism by which to admit participants who have mental health issues that would preclude them from actively engaging in treatment according to the judgment of the treatment facility. PIR-Drug Court team will continue to explore the benefits and challenges of admitting dual-diagnosis individuals into Drug Court, and will do so with input from ATCIC, the local public mental health authority.
Continue work begun during Year 2 and continued in Year 3 to expand membership in the Regional Partnership to include State level partners.	The Partnership did continue considering expansion of its membership in the Regional Partnership to include State level partners. The Advisory Committee will invite key State personnel to future meetings to assist with sustainability planning for FDTC and participant supports.
<p>Complete development of a workable sustainability plan, as follows:</p> <ul style="list-style-type: none"> ○ The Charter Subcommittee will develop a sustainability plan charter that includes mission, vision, and values statements, to be completed and approved by the full Sustainability Committee in May 2010. ○ The Sustainability Committee will develop a sustainability plan during summer 2010 for completion by the end of grant Year 3 in September 2010. ○ The Sustainability Committee will delineate recovery-related services that must be sustained post-grant for the FDTC to continue to effectively support enrolled participants. ○ The Committee will continue to investigate 	<p>The PIR-Drug Court Sustainability Committee worked throughout the second half of Year 3 and the first half of Year 4 on developing a sustainability plan to maintain FDTC and essential participant supports post-grant.</p> <p>The Committee defined and populated its policy making governing body (Advisory Committee) and procedural oversight group (Drug Court Team and its Operations Committee). The Drug Court Team established two subcommittees: Charter and Policies & Procedures.</p> <p>The Charter Subcommittee wrote, and the Operations and Advisory Committees approved, a formal Charter that presents the Drug Court mission, vision, values, and goals, and outlines the Court's membership and governing structure.</p>

<p>options for local resources to sustain existing services.</p>	<p>The Advisory Committee developed and will maintain a Funding Source document for all services and supports provided by and through FDTC and PIR. This document will serve as a guide for sustainability choices.</p> <p>The Policies & Procedures Subcommittee developed, and the Operations and Advisory Committees approved, policies and procedures that outline the basic operations of Drug Court post-grant.</p> <p>The Committees will continue working on sustainability planning throughout the remainder of Year 4 and into Year 5 by identifying options for grant applications and local resources to sustain FDTC and existing services and supports for FDTC participants.</p> <p>Travis County Health & Human Services, led by the PIR Project Manager, applied but did not receive an OJJDP FY 2010 Family Drug Court Programs grant in April 2010. Other grant opportunities will be explored for 2012-2013.</p>
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Deviations from Project Plan

Deviations from original project plan reported in detail in previous reports and therefore not elaborated on further here include the following:

- Discontinuation of training in motivational interviewing for members of the PIR-Drug Court team and others who work directly with PIR-Drug Court participants
- Extended length of stay beyond 12 months for most PIR-Drug Court participants
- Revisions to the MINI substance abuse and mental health screening instrument and limited use of early mental health screenings
- Adjustments to PIR treatment and control group admission procedures and criteria

Deviations from original project plan not previously reported in detail in previous reports include the following:

- Project plan anticipated enrolling mothers and children regardless of the nature of their CPS case. However, legal time limitations associated with cases that required children to be removed from their mothers and placed into foster care required elimination of those cases from consideration for PIR-Drug Court participation. Presently, only family-based cases with court ordered services are accepted into PIR, and that policy is expected to persist through development of the Drug Court Sustainability Plan.
- Project plan called for participants to complete 90 days residential treatment and then transition into community-based independent living. Deviation from that plan requires participants to transition into group sober housing for approximately 90 days before moving into independent living situations. This requirement may be altered or waived for individual participants by the PIR-Drug Court team based on participants' unique personal or environmental circumstances.

- Project plan called for independent living to occur at an apartment complex managed by Foundation Communities (FC), the Partnership's housing partner. This arrangement required FC to substantially relax its housing eligibility requirements in order to accept most PIR-Drug participants into the complex. But after several incidents of disruptive behavior and property damage, FC reinstated original eligibility criteria for all tenants, eliminating most PIR-Drug Court participants from consideration for FC housing. FC continues to conduct housing assessments, act as a liaison between PIR-Drug Court and the housing community, and help participants locate and obtain independent housing outside of FC properties.
- Family Connections, an Austin-based non-profit agency, provided PIR-funded parent coaching to PIR-Drug Court participants until March 2010, when it closed permanently. At that time, CPS picked up funding for and provided parent training through an existing contract with Mauney & Associates, LLC. In February 2011 CPS unexpectedly and abruptly discontinued funding the service and cancelled its contract with the provider due to budget constraints (included as Attachment 9 to this report). PIR subsequently signed a Procedural Agreement with the Mauney & Associates and redirected funding to revive the service.
- Austin Recovery, the Partnership's substance abuse provider, altered its policy regarding children accompanying mothers into its Family House program. Beginning in April 2011 mothers may bring only one child under the age of six with them into treatment. Previous policy had permitted "children under the age of six" without designating a limiting number. This policy change impacted PIR admissions to the extent that all children not eligible for AR have to be placed with family members while their mother is in residential treatment.

Project Challenges to Date

Continuing project challenges reported in detail in previous reports and therefore not elaborated on further here include the following:

- PIR participants' challenging mental, emotional, personal, and life experience characteristics:
 - Limited levels of education, job skills, and work experience
 - Criminal histories, including felony and misdemeanor drug and assault convictions
 - Mental health diagnoses that influence their recovery process and their ability to parent effectively
 - Coping and survival skills that include deceit and manipulation, which run counter to the basic principles of recovery
- Relapse into alcohol and drug use following one or more treatment episodes
- CPS caseloads and turnover
- Cost of dental and psychiatric care not provided by community resources
- Loss of alternative treatment funding sources via Texas not obtaining ATRIII
- Meaningful and complete collection of Control group data

Project challenges not reported in detail in previous reports include the following:

- Sustaining Drug Court and supportive services post-grant presents the Partnership's greatest challenge to date and will be its first priority during the second half of Year 4 and into Year 5 of the grant. Initial efforts in this regard have produced a formal Charter that defines Drug Court's ongoing mission, vision, values, and goals, outlines the Court's membership and governing structure, and demonstrates current RPG partners' continued

commitment to FDTC and participant supports. Subcommittee work has produced recommended policies and procedures that outline the basic operations of Drug Court post-grant.

- PIR-Drug Court participants must remain abstinent of all potentially addictive substances while in the program. However, there are occasions when participants are prescribed medications, such as hydrocodone, that have addictive potential. This issue prompted the PIR-Drug Court team to develop policies and procedures that support participants during times of increased risk and vulnerability. They include the following (included as Attachments 13-15 to this report):
 - A “Cautionary Phase” for Drug Court participants that increases their contact with supportive team members and community-based recovery activities and requires more frequent drug testing
 - Policy that outlines the precautions that participants must take if they are prescribed potentially addictive medication
 - Documentation that participants have disclosed their substance dependence with their prescribing physician
- Participants are required to attend 12-Step meetings throughout their time in PIR-Drug Court. Some use the requirement to become strongly connected with AA/NA/CA “home groups” and the recovery community in general. Others, however, resist attending 12-Step meetings and complain that they do not connect or agree with the principles expressed in meetings. Virtually all participants, regardless of their attitudes toward the 12-Step process, struggle to comply with the requirement to attend “90 meetings in 90 days” following completion of intensive outpatient treatment. These issues encouraged the PIR-Drug Court team to alter the “meeting” requirement to include “recovery-related activities” and to develop a list of activities that qualify as “recovery-related.” These include, for example, meeting with a peer recovery coach, attending organized recovery group social events, and listening to or viewing AA, NA, CA speaker meetings on tape, CD, or DVD with at least one other person in recovery. This policy change does not eliminate the requirement to attend 12-Step meetings, but it gives participants more latitude to attend activities that are more meaningful to them. Preliminary feedback from participants has been positive, and they would like more options added to the list.
- The PIR-Drug Court team has known for a long time that some participants falsify reports of 12-Step meeting attendance. The team addressed this issue by developing a new procedure by which participants document meeting attendance in a way that requires more detail and insight. The team also acknowledged that although meeting attendance is very important to an individual’s recovery process, it is not something that Drug Court can effectively monitor.
- Concerns among members of the PIR-Drug Court team regarding the validity of various drug testing methods prompted the team to join together to view an NADCP video training by Dr. Paul Cary of The University of Minnesota and participate in a conference call with Mr. Ron Flegel, Forensic Toxicologist with SAMHSA. Following these sessions, the team committed to accept results of UA, ETG, and hair follicle tests unconditionally and base some decisions and recommendations regarding relapse on those results.
- Maintaining an attitude within the PIR-Drug Court team and among team members that fosters respectful and collegial interaction and communication. As the 5-year grant ages,

and the excitement of its newness and promise wanes, a few partners appear to be sliding back into working within silos—making decisions without consulting the team, etc. This is especially true when the team experiences setbacks and disappointments associated with perceived “failures.” The PIR-Drug Court team has acknowledged this issue and will address it through open discussion, formal communication sessions, and possibly a team retreat similar to one held during Year 3.

Project Plan for Year 5

- The Family Drug Treatment Court (FDTC) Advisory Committee has completed the initial stages of developing a sustainability plan through the completion of a charter, a services and funding report, and the approval of the FDTC design post-grant. Efforts will now focus on identifying funding sources for the FDTC infrastructure and the services and supports for FDTC participants. The Advisory Committee is expected to concentrate on applying for Federal grants, maximizing available State funds, redirecting local County dollars, and contacting local and regional foundations. Additionally, the Advisory Committee has authorized three standing committees—Data, Training, and Court Docketing—to assist with this process.

A sustained FDTC will include two governing bodies: The Advisory Committee and the Drug Court Team.

The Advisory Committee will be comprised of management/supervisory representatives from the following entities: Travis County District Court, Travis County District Attorney’s Office, Court Appointed Special Advocates (CASA), Travis County Health and Human Services (TCHHS), Department of Family and Protective Services, and Substance Abuse Treatment (rotated on an annual basis between community drug treatment providers). It will also include a Defense Attorney (experienced in representing parents in the CPS system and familiar with FDTC), two Community Representatives (rotated on an annual basis among community providers), and a Drug Court Graduate and/or Family Representative. The Drug Court Coordinator will attend Advisory Committee meetings to represent the Drug Court Team. The Advisory Committee Chair will be selected by committee members and will serve as chair for no more than two consecutive years. Advisory Committee meetings will be facilitated by a TCHHS staff person who is not a voting member. The membership of the Committee may be expanded by the agreement of a majority of the members.

The Advisory Committee will be responsible for the oversight and sustainability of the Drug Court program. The Committee will carry out the following functions:

- Approve FDTC policies
- Oversee sustainability efforts
- Monitor achievement of long-term goals
- Ensure an evaluation component
- Create and dissolve subcommittees

The Advisory Committee will meet quarterly. Additional meetings may be called as needed or at the recommendation of the DCT and may be facilitated by phone, e-mail or other

electronic means as is available to the membership. At the first meeting of each year the Advisory Committee will select the decision-making process that will govern the Committee for that year. The Committee will utilize the principals of consensus decision-making as a guide for the process. Additionally, the Committee will solicit input from community members that will inform their decision-making on issue areas impacting the FDTC.

The Drug Court Team (DCT) will be comprised of individuals who work directly with FDTC participants. They will represent the following entities: Travis County District Attorney's Office, Child Protective Services, CASA, Substance Abuse Treatment, and Housing. The DCT will also include the Drug Court Coordinator, the Parenting in Recovery Project Director, a Parent Attorney, the Presiding Judge, and other individuals and/or service providers as agreed upon by the DCT.

The DCT will oversee the operations and procedures of FDTC through:

- FDTC Staff Meetings—held prior to each FDTC docket to review participant compliance with court orders and make recommendations for the hearing on sanctions, dismissals, phase advancement and graduation
 - FDTC Docket Reviews—held weekly to assess each participant's progress in FDTC
 - Operations Committee Meeting—held monthly and facilitated by the Drug Court Coordinator to review, discuss, and adjust the implementation of FDTC procedures. Additional duties include the following:
 - Create and dissolve subcommittees as deemed necessary
 - Submit policy recommendations to the FDTC Advisory Committee
 - Refer issues to the Advisory Committee for resolution when there is an absence of consensus on the DCT
 - Case Management Team Subcommittee (CMT) Meetings—held bi-monthly to collaborate on FDTC participant service planning. The CMT will be comprised of members designated by the DCT.
- The PIR-Drug Court team will continue to observe participants' progress through the Partnership's continuum of care, programs, and services and assess programmatic strengths, weaknesses, and gaps, and to continually update the Advisory Committee of its findings. The process will be facilitated in at least two ways, as follows:
 - Organizing and studying a significant amount of feedback obtained from current and past PIR-Drug Court participants during focus groups conducted in Year 4
 - Continuing to hold bi-monthly case management staffings attended by individuals who work closely with participants, understand their needs, and hear their reactions to relevant services, resources, and phases of programming
 - The Data Subcommittee, comprised of members of the Operations and Advisory Committees, will study and analyze an extensive compilation of treatment group participant local data that was collected and organized during Year 4. This compilation includes over 4200 pieces of data on 82 past and current PIR and/or Drug Court participants. Categories of variables include the following: Demographics, services received, substance abuse treatment and recovery history, education and employment, case outcomes, and child placements (included as Attachment 16 to this report).

The initial goal of this effort will be to identify personal and situational characteristics of participants, such as criminal history, mental health diagnoses, intelligence quotients, prior child welfare involvement, prior parental rights terminations, and timing of parent-child reunification, that may be relevant to and/or predictive of successful engagement in and completion of the program. Another possible goal will be to compare specific outcomes of PIR-Drug Court participant cases to statewide data gathered by CPS. Implementation of this goal will depend on the availability of statewide data, which is expected to be limited if available at all. Sanna Thompson, the PIR Project Evaluator, has agreed to provide statistical and data analysis expertise to the local data project.

The Data Subcommittee will develop a written plan to collect, maintain, and analyze data on an ongoing basis post-grant. Subcommittee members will decide what and how measures will be collected, where the data will be maintained, what analyses will be run, and how reports will be formatted and presented to the Advisory Committee and the community.

- PIR Program Director will work closely with the CPS Investigation Unit Supervisor to continue to study the initial screening process for PIR-Drug Court participants as it relates to identifying substance use disorders. They will not continue to investigate screening tools for mental health conditions since the PIR-Drug Court team has recommended against uniformly screening for them during the investigation stage of cases. The team will rely instead on initial screenings conducted by the substance abuse treatment provider during their admissions process and formal psychological and psychiatric evaluations that occur at 30-45 days into the case.

The PIR Director and CPS Supervisor will pilot the use of at least one instrument—the UNCOPE—that was identified by PIR's PML as being utilized successfully by at least one other RPG site. The goal of this process will be to determine the screening instrument that CPS and Drug Court will use post-grant and to integrate its use into the system.

- PIR Director will organize and study data from pre- and post-administrations of the Adult-Adolescent Parenting Inventory-2 (AAPI2) to gain insight into the effectiveness of one-on-one parent training that has been provided to PIR participants during Years 2-4 of the grant. PIR Director will provide recommendations to the Advisory Committee based on his findings.
- PIR-Drug Court team will continue to address issues that remain troublesome as the team attempts to help participants move successfully through the program and prepare to live independently when they leave it.
 - The team will continue to investigate more effective ways to encourage and help PIR-Drug Court participants obtain employment. Previous efforts in this regard have proven to be especially challenging for the PIR-Drug Court team due to at least two factors:
 - Characteristics of the participants, including their limited education, job skills, work experience, and motivation, their criminal histories, and in some cases their cognitive abilities. The team will begin addressing this issue earlier in

- the case—during creation of the admission plan, and give it high priority status.
- Characteristics of employment partners, who in the past have represented themselves to the team as being accessible to PIR-Drug Court participants, but in reality have accepted few into their programs. The team will continue to strive to better understand the processes and expectations of its work-readiness partners and to strengthen its relationships with those partners.
- The team will continue to encourage the Austin community to develop more sober housing for women and children. The team lost its primary sober house during Year 4 due to its being closed. Subsequently, Oxford House opened what was expected to be a women & children's house but unexpectedly limited the number of rooms available to that population.
- The team will continue to explore opportunities to expand the PIR Regional Partnership to include additional substance abuse providers who can meet the needs of participants who require expertise beyond that afforded by Austin Recovery, the Partnership's exclusive provider. These needs include, for example, Spanish speaking only participants. They also include participants whose mental health diagnoses preclude them from admission into or successful participation in Austin Recovery, if the team determines that serving dual-diagnosis participants is in the best interest of FDTC. Achievement of these goals may unfold naturally post-grant when funding for substance abuse treatment derives from Local, State, or Federal sources and offers numerous options for substance abuse treatment providers.
- PIR-Drug Court will continue previous successful efforts to bring more participants' paramours into the PIR-Drug Court program. During the past 12 months, three couples have successfully completed PIR; none have left unsuccessful.
- PIR Director will continue to develop and provide quality cross-training opportunities for PIR partners and the larger Austin service-provider community.
- The PIR-Drug Court team will continue to study and revise the PIR-Drug Court team's program of Drug Court rewards. Revision of Drug Court sanctions was completed during Year 4.
- Continue to work towards developing a course curriculum for a larger sustainable training effort for child welfare workers utilizing as a guide the six-module training program obtained from CFF during the 2010 RPG Conference.

Attachments

1. FDTC Charter
2. FDTC/PIR-Sustainability Planning
3. FDTC Design
4. Community-based Recovery Activities
5. Recovery Activities Diary/Documentation
6. UNCOPE

7. PIR Focus Groups: Summary
8. FDTC Standard Consequences
9. DFPS Commissioners Letter
10. FDTC Cautionary Phase
11. Prescription Medication Policy
12. Prescribing Physician Acknowledgement
13. Data Variables

Travis County Family Drug Treatment Court Charter

Purpose

This charter is adopted by the Travis County Family Drug Treatment Court (FDTC) partners as a record of their unified mission and vision. It is intended to support the sustainability of the FDTC, promote accountability, and ensure consistency, as well as clarify roles and responsibilities of FDTC partners.

Introduction

The FDTC is a specialty court created to serve families who are already involved in the Child Protective Services (CPS) Court system due to substance abuse or dependence. It is designed to effectively help parents recover from substance abuse or dependence, guide them along the journey of recovery, and teach them to safely parent their children, thus reducing the incidence of child maltreatment.

History

The idea of a Family Drug Treatment Court program first took root in Travis County in 2005, when several individuals came together to discuss the possibility of forming a drug court to serve families involved in the CPS system. These individuals were moved by the fact that a significant number of child abuse and neglect lawsuits in Travis County involved substance abuse or dependence by at least one parent. Family Drug Court models in other jurisdictions showed that children whose parents were involved with a FDTC program spent less time in out-of-home care than children of parents who were not in a similar program. Data also showed that children of parents involved with FDTC were more likely to be reunified with their parents, and parents had higher rates of treatment completion than their non-FDTC counterparts.¹

In 2006, the FDTC founding members gathered a multi-disciplinary group of community partners, including judges, lawyers, social workers, child advocates, drug treatment providers, and other community service providers. These agencies researched the efforts of existing drug courts and met to create framework for the formation of a FDTC program in Travis County.

In 2007, grant-funding allowed for the hiring of a Drug Court Coordinator, provided start-up costs for the program, substance abuse treatment services, and housing and wrap-around services. The program began serving clients in February 2008 and as of June 7, 2010; the program has assisted 63 parents and 98 children with achieving safe, healthy, and sober lifestyles.

¹ Family Treatment Drug Court Evaluation / NPC research, March 2007,
http://www.npcresearch.com/Files/FTDC_Evaluation_Final_Report.pdf.

PIRFY 12

Attachment 1

Mission, Vision, Values

The **mission** of the FDTC is to provide a spectrum of court and community-based supports for parents involved in the child welfare system that promotes recovery from alcohol and drug addiction and encourages healthy lifestyle choices.

The **vision** of FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children.

FDTC values:

- The best place for a child is at home, free from abuse and neglect, with clean and sober parents.
- FDTC effectively addresses participants' drug and alcohol abuse.
- FDTC empowers parents to make responsible decisions, lead self-sufficient lifestyles, and engage as family advocates and mentors to other program participants.
- Participating families, partners, and systems are accountable to each other and the FDTC.
- FDTC provides a family-centered, strength-based, culturally competent, evidence-based service delivery system.
- FDTC provides families access to a continuum of professional and community-based supports that encourages them to reach their highest potential.
- FDTC partner entities practice mutual respect, understand their roles and responsibilities, share a goal of improving the lives of children and families, and willingly consider adapting policies and procedures to better serve participants.
- The FDTC provides interdisciplinary training to partners that helps them develop the knowledge and skills required to effectively address participants' needs while remaining sensitive to the cultural diversity of families and communities.
- Partners share appropriate and relevant information/data to ensure an effective system of service delivery.
- A continuous process of data collection, evaluation, and program improvement ensures sustainability of positive outcomes, effective methods of practice, and diversity of funding.
- FDTC contributes to a stronger community by collaborating with community providers to sustain healthy, contributing parents who are productive members of our community.

Membership

This Charter contemplates a variety of opportunities for individuals and organizations to participate in the continued sustainability of the Travis County Family Drug Treatment Court. Each level of participation is crucial to the success of the program.

The membership of FDTC will be comprised of two governing bodies: the Drug Court Team and the Advisory Committee.

PIR FY 12

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Drug Court Team:

Members: The Drug Court Team (DCT) of the Family Drug Treatment Court will be made up of representatives who work directly with FDTC participants. The team will be comprised of representatives from the following entities: Travis County District Attorney's Office, Parent Attorney, Presiding Judge, Child Protective Services, Court Appointed Special Advocates (CASA), Substance Abuse Treatment, Housing, the Drug Court Coordinator, the Parenting In Recovery Project Director, and any other service provider as agreed upon by the DCT.

Purpose: The DCT of the FDTC will oversee the operations and procedures of FDTC through:

- **FDTC Staff Meeting**, held prior to each FDTC docket to review participant compliance with court orders and make recommendations for the hearing on sanctions, dismissals, phase advancement and graduation.
- **Family Drug Treatment Court Docket Review**, held weekly² to assess each participant's progress in FDTC.
- **Subcommittee of DCT – Case Management Team Meeting**, held bi-monthly to collaborate on FDTC participant service planning. The Case Management Team (CMT) is comprised of members designated by the DCT.
- **Operations Meeting**, held monthly to review, discuss, and adjust the implementation of FDTC procedures. Additional duties of this meeting are to: 1) create and dissolve subcommittees as deemed necessary; 2) submit policy recommendations to the FDTC Advisory Committee; 3) refer issues to the Advisory Committee for resolution when there is an absence of consensus on the DCT. The Drug Court Coordinator will facilitate Operations meetings.

Length of Participation: Members of the Drug Court Team will serve indefinitely except for the service providers (substance abuse, housing, etc.), whose representatives may be subject to rotation as determined by consensus of the Drug Court Team.

Advisory Committee:

Members³: The Advisory Committee of the Family Drug Treatment Court will be made up of a management/supervisory representative from each of the following entities: Travis County District Court, Travis County District Attorney's Office, CASA, Travis County Health and Human Services, Department of Family and Protective Services, Attorney (experienced in representing parents in the CPS system and familiar with FDTC), Substance Abuse treatment provider (rotated on an annual basis between community drug treatment

² FDTC is held weekly except on holidays and settlement week

³ Members of the Advisory Committee cannot directly serve (eg. by providing case management services, court representation, therapeutic services) an active FDTC participant during their membership

PIR FY12

Attachment 1

providers), two Community Representatives⁴ (rotated on an annual basis between community providers), and Drug Court Graduate and/or Family Representative⁵. Additionally, the Drug Court Coordinator will attend the Advisory Committee meetings to represent the Drug Court Team. The committee chair will be selected by committee members and will serve as chair for no more than two consecutive years. The committee meetings will be facilitated by a TCHHS/VS staff member who is not a voting member. The membership of this committee may be expanded by the agreement of a majority of the members.

Purpose: The Advisory Committee of the Family Drug Treatment Court will be responsible for the oversight and sustainability of the program. The Committee will:

- Approve FDTC policies
- Oversee sustainability efforts
- Monitor achievement of long-term goals
- Ensure an evaluation component
- Create and dissolve subcommittees

Length of Participation: Members of the Advisory Committee will serve indefinitely, with the exception of the Substance Abuse treatment provider and the Community Representatives. These positions will be subject to an annual rotation as determined by consensus of the advisory committee. Each member of the Advisory Committee may identify one person who may serve as their designated representative if they are unable to attend a meeting. This representative has the right to participate and vote in the Committee Member's absence. Annually the members of the Advisory Committee shall renew their commitment to the FDTC by reviewing, approving and signing this charter indicating their continued participation.

Meetings: The Advisory Committee will meet quarterly. Additional meetings may be called as needed or at the recommendation of the DCT and may be facilitated by phone, e-mail or other electronic means as is available to the membership. The first meeting of each year the Advisory Committee will select the decision-making process that will govern the committee for that year. The committee will utilize the principals of consensus decision-making⁶ as a guide for the process. Additionally, the committee will solicit input from community members that will inform their decision-making on issue areas impacting the FDTC.

⁴ Community Representative refers to individuals/agencies who provide support to FDTC participants, such as housing, mental health, employment/education, child care, and parent education.

⁵ Family Representative refers to an individual whose family member has been a participant in FDTC, or a parent or relative (fictive and kin) who has concluded involvement with Child Welfare and exposure to addiction and recovery.

⁶ Consensus decision-making is a group decision making process that not only seeks the agreement of most participants, but also the resolution or mitigation of minority objections. Consensus is usually defined as meaning both general agreement and the process of getting to such agreement.

PIR FY 12

Attachment 1

GOALS

The primary goals of the FDTC are equivalent to the 10 Key Components⁷ of drug courts within the context of a family drug court. Those Components are as follows:

- FDTC integrates alcohol and other drug treatment services with justice system case processing.⁸
- Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
- FDTC identifies participants early and places them in the drug court program promptly.
- FDTC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
- FDTC monitors abstinence through frequent testing for alcohol and drug use.
- A coordinated strategy governs drug court responses to participants' compliance.
- Drug court participants receive essential ongoing judicial interaction.
- Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
- Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.
- Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.

Evaluation

The FDTC is committed to collecting, maintaining, and utilizing data to improve the practice model. The FDTC will promote a sustained evaluation component as part of the program design.

The following criteria will be evaluated, assessed, and shared amongst the partners to be used as a tool to continually improve the FDTC:

- Self-sufficiency of participants
- Abstinence and law-abiding behavior
- Child safety
- Cost-benefit analysis

⁷ The 10 Key Components can be viewed in their entirety at <http://www.ojp.usdoj.gov/BJA/grant/DrugCourts/DefiningDC.pdf>.

⁸ The justice system referenced in this Charter is specific to the civil process through which child welfare suits are litigated.

PIR FY 12

Attachment 1

STATEMENT OF AGREEMENT

This charter is made and entered into as of the 18 day of August, 20 10,
by and between the undersigned Partnering Agencies/Organizations ("Partners").

WHEREAS, the Partners desire for the FDTC to be supported and sustained by maintaining
a unified mission and vision of the Partners as set forth in this charter, and

WHEREAS, all the below named Partners are in agreement with the mission and vision set
forth in this charter,

NOW, THEREFORE, the parties agree that we have read and agree with the terms of this
charter.

PARTNERS

The undersigned is authorized to sign this Statement of Agreement as a representative on
behalf of their respective partnering agency/organization and have agreed to be committed
to this charter.

Arlene Bze 8/18/10
Signature Date

Laura Wolf 8/18/10
Signature Date

Judge, 126th J.D. Court
Name & Title

LAURA WOLF, EXECUTIVE DIRECTOR
Name & Title

Partnering Agency/Organization

CASA of Travis County
Partnering Agency/Organization

John 8/18/10
Signature Date

Bill Wigmore 8/18/10
Signature Date

John Lerrman - Director
Name & Title

BILL WIGMORE, PRES./CEO
Name & Title

Travis Co Health & Human Services
Partnering Agency/Organization

AUSTIN Recovery
Partnering Agency/Organization

PIR FY 12

Attachment 1

L. R. Woody 8/18/10

Signature

Date

L. R. Woody ASST. DIST. ATTY

Name & Title

TRAVIS Co. DIST. ATTY OFF.

Partnering Agency/Organization

Sally E. Melant 8/18/10
for Shelia Brown

Signature

Date

Sally E. Melant
CPS Program Administrator

Name & Title

Dept. of Protective and Regulatory Services,
Region 07

Partnering Agency/Organization

Signature

Date

Name & Title

Partnering Agency/Organization

Signature

Date

Name & Title

Partnering Agency/Organization

Signature

Date

Name & Title

Partnering Agency/Organization

Signature

Date

Name & Title

Partnering Agency/Organization

PIR FY12

FDTC/PIR - Sustainability Planning

Attachment 2

Area of Focus	Service	Primary Manager	Funding Source	Amount	In-Kind
Court	Coordinator <ul style="list-style-type: none"> • Enrollment Meetings • Develop, maintain participant handbooks • Pre-FDTC Staffings • FDTC & CPS hearings • Psycho-social assessments • Develop court Reports & track compliance w/ court orders • UA Schedules • Case Mgmt of participants <ul style="list-style-type: none"> ○ Individual meetings with & UA participants at AR + home visits ○ Transport participants to appointments ○ Attend FGC's & D/C Plan meetings • Meetings with partners <ul style="list-style-type: none"> ○ Operations Comm. & Subcommittee ○ Case mgmt ○ PIR Mgmt • Liaison to Advisory Comm. • FDTC publicity & marketing • Grant Management & Rpt 	Travis County – District Court	CJD Governor's Grant <ul style="list-style-type: none"> • Annual Grant Sept-Aug • No limits on the # renewals • Twice a yr rpting 	<ul style="list-style-type: none"> • \$60,000 Benefits • \$3,500 mileage and office supplies - yrly 	District Court <ul style="list-style-type: none"> • Office space • Equipment • Grant Management TC HHS/VS • Supervision

FLK FY12

Attachment 2

FDTC/PIR - Sustainability Planning

Area of Focus	Service	Primary Manager	Funding Source	Amount	In-Kind
Court	(3) Parent Attorney <ul style="list-style-type: none"> • Provide counsel for enrollment in FDTC • Provide representation for FDTC participants in FDTC and CPS cases • Provide counsel for other legal issues • Attend Pre-FDTC Staffing • Attend FGC's & D/C Plan meetings • Participate in Operations Committee (3) & Subcommittee (1) 	Travis County – District Court	TC General Fund – designated to District Court	No cost to FDTC – cost absorbed by Primary Mgr	Projected cost per attorney is \$35-40K With 300 pro bono hours annually
Court	<i>Attorneys ad litem</i> <ul style="list-style-type: none"> • <i>Represent children</i> • <i>Attend FGC's & D/C Plan meetings</i> 	Travis County – District Court	TC General Fund	No cost to FDTC-cost absorbed by Primary Mgr	No significant role to the drug court – cost may not need to be considered for FDTC
Court	CASA <ul style="list-style-type: none"> • Dedicated Supervisor • Assign & supervise volunteers • Pre-FDTC Staffings • FDTC + CPS Hearings • Attend FGC's & D/C Plan meetings • Regular contact with participants at AR + home visits • Participate in FDTC meetings <ul style="list-style-type: none"> ○ Operations Committee (2) & Subcommittee (1) ○ Advisory ○ Case Mgmt ○ PIR Management 	CASA	CASA Budget	No cost to FDTC – cost absorbed by Primary Mgr	Cost \$1200 per child per year to provide advocacy services. Does not include administrative or fundraising overhead. Includes volunteer recruitment, training, supervision, case management, etc. CASA serves approx 80 children in Drug Court per year. Annual contribution to Drug Court is roughly \$96,000.
Area of Focus	Service	Primary Manager	Funding Source	Amount	In-Kind

62

PIR FY 12

FDTC/PIR - Sustainability Planning

Attachment 2

Court	Dedicated Court Docket <ul style="list-style-type: none"> • Courtroom space • Meeting space • Court Personnel • Court Records 	Travis County-District Court	TC General Fund	No cost to FDTC – cost absorbed by Primary Mgr	Court personnel \$7,820.75
Court	(2) Dedicated Judge <ul style="list-style-type: none"> • Attend Pre-FDTC Staffing • FDTC + CPS Hearings • Process Court Documents • Participate FDTC Meetings <ul style="list-style-type: none"> ○ Operations Comm. ○ Advisory 	Travis County-District Court	TC General Fund	No cost to FDTC – cost absorbed by Primary Mgr	District Judge \$9450.00
Court	Dedicated Assistant DA <ul style="list-style-type: none"> • Attend Pre-FDTC Staffing • FDTC + CPS Hearings • Process Court Documents • Participate FDTC Meetings <ul style="list-style-type: none"> ○ Operations Comm. ○ Advisory (Additional Staff) 	Travis County-DA office	TC General Fund IV-E Reimbursement	No cost to FDTC – cost absorbed by Primary Mgr	<i>Pending</i>
Child Welfare	Dedicated CPS Staff <ul style="list-style-type: none"> • Investigative Supervisor • Investigative Unit (5) • FBSS Supervisor • FBSS Caseworkers (2) • CVS Supervisor • CVS Caseworker (1) 	State of Texas DFPS Region 7	State Federal IV-E	No cost to FDTC – cost absorbed by Primary Mgr	<i>Dedicated staff are part of the CPS contribution to the PIR grant and in support of the FDTC.</i>

FDTC/PIR - Sustainability Planning

Area of Focus	Service	Primary Manager	Funding Source	Amount	Comments
Child Welfare	Investigation <ul style="list-style-type: none"> Gate keeper for PIR treatment & control groups Collect & enter data into PIR database Family Team Meetings Initiate court proceedings Facilitation into Treatment Safety planning & placement for child Pre-FDTC Staffings FDTC + CPS Hearings FBSS <ul style="list-style-type: none"> Routine contact with parent & children Oversight of child placement Management of case plan Pre-FDTC Staffings FDTC + CPS Hearings Attend FGC's & D/C Plan meetings Kinship Services for FCSS cases (Casey) CVS <ul style="list-style-type: none"> Family Group Conferences Routine contact with parent Oversight of child placement Management of case plan Pre-FDTC Staffings FDTC + CPS Hearings Attend FGC's & D/C Plan meetings Participate FDTC Meetings Operations Committee & Subcommittee 	State of Texas DFPS Region 7	State Federal IV-E	No cost to FDTC – cost absorbed by Primary Mgr	Positions are matched to draw down IV-E dollars.

PIP FY12

Attachment 2

FDTC/PIR - Sustainability Planning

	<ul style="list-style-type: none"> • Advisory • Case management • PIR Management • Kinship Services for CVS cases 				
Area of Focus	Service	Primary Manager	Funding Source	Amount	In-Kind
Substance Abuse Tx	<ul style="list-style-type: none"> • Intake and Admittance into SA Tx • 90 Days of specialized SA Tx • SA assessment, treatment planning & discharge planning • Dedicated primary counselor & case mgr. • IOP Services • Aftercare Services • Pre-FDTC Staffing • Transport participants to FDTC hearing • Transport participants to appointments & meetings • Weekly reports to FDTC Coordinator • Specialized Relapse Tx • Education regarding SA Tx • Meeting space for PIR cross-training • Participate FDTC Meetings <ul style="list-style-type: none"> ○ Operations Comm. ○ Advisory ○ Case management ○ PIR Management 	Austin Recovery	<ul style="list-style-type: none"> • PIR Grant for 90 days TX • Medicaid • Ci/Co • State Contract • IOP – State Funds • Supportive outpatient – State Funds 	<ul style="list-style-type: none"> • \$16, 020 per client @ 20 participants per year a total of \$320,400 • \$1700 • \$ 	

65

PDR FY12

Attachment 2

FDTC/PIR - Sustainability Planning

Area of Focus	Service	Primary Manager	Funding Source	Amount	In-Kind
Drug Testing	<ul style="list-style-type: none"> • Drug & alcohol testing of FDTC Participants: UA, ETC, hair follicle • Drug testing of CPS clients & children during investigation stage 	FDTC CPS	<ul style="list-style-type: none"> • Governor's Grant • Travis County Child Welfare Board 	\$40,000.00 per year \$80.00 per test (app. \$5000 a year)	
Housing	<ul style="list-style-type: none"> • Housing Assessment • Needs Identification • Housing Recommendation • Transport participants to visit prospective post-treatment housing • Facilitation into FC housing (when eligible) • Identification of alternative housing options 	Foundation Communities	<ul style="list-style-type: none"> • PIR Grant funds half time housing case manager • PIR Grant funds rental assistance- Including properties other than FC 	<ul style="list-style-type: none"> • \$22,000 <i>FC is exploring opportunities to sustain this commitment post grant</i> • \$83,509 	
Housing	<ul style="list-style-type: none"> • Sober Housing post discharge from Tx • Independent living post sober housing 		<ul style="list-style-type: none"> • PIR Grant Funds Sober Housing 	See Above	
Mental Health Support	<ul style="list-style-type: none"> • Individual Therapy • Family Therapy • Psychological Evaluations • Psychiatric evaluations & follow-up services • ECI for children under age 4 • Developmental assessments for children as needed 	Child Protective Services	<ul style="list-style-type: none"> • CPS Contract Funding 	No cost to FDTC – cost absorbed by Primary Mgr	
Mental Health Support	<ul style="list-style-type: none"> • Seeking Safety Curriculum • DV assessments, education, & counseling 	<ul style="list-style-type: none"> • SafePlace collaboration w/AR • SafePlace 	<ul style="list-style-type: none"> • SafePlace 	No cost to FDTC – cost absorbed by Primary Mgr	
Mental Health Support	<ul style="list-style-type: none"> • Emergency Psychiatric Services • Psychotropic Medication 	PIR PIR	<ul style="list-style-type: none"> • PIR Grant Funds • PIR Grant Funds 	<ul style="list-style-type: none"> • \$800 • See Wrap Support 	

66

PIR FY 12

Attachment 2

FDTC/PIR - Sustainability Planning

Area of Focus	Service	Primary Manager	Funding Source	Amount	In-Kind
Parenting Support	<ul style="list-style-type: none"> Individual Parenting Sessions 	CPS/PIR CPS funds 12 sessions and PIR funds addl FDTC	<ul style="list-style-type: none"> PIR Grant Funds CPS Contract Funds Governor's Grant 	<ul style="list-style-type: none"> \$9,770 Pending \$1,590 	Pending
Parenting Support	<ul style="list-style-type: none"> Child Care 	CPS	<ul style="list-style-type: none"> CPS Contract Funds 		Pending
Recovery Support	<ul style="list-style-type: none"> Individual peer recovery coaching sessions 	<ul style="list-style-type: none"> Communities for Recovery 	<ul style="list-style-type: none"> PIR Grant Funds 		Pending
Wraparound Support	<ul style="list-style-type: none"> Utility Payments <ul style="list-style-type: none"> Past balances Bills in Housing supported by PIR Medical/Dental Care Visual Education Housing move-in allowance Furniture Bus Passes Other needs identified 	PIR	<ul style="list-style-type: none"> PIR Grant Funds PIR/Local \$ CJD (Bus Passes) <p><i>Local \$ = maximizing low-income resources for FDTC participants</i></p>	<ul style="list-style-type: none"> \$14,453 \$4,372 \$3,514 \$3,500 \$2,337 \$3,745 	Pending
Coalition Support	<ul style="list-style-type: none"> Meeting space & facilitation Training 	Casey Family Programs of Austin	<ul style="list-style-type: none"> CFP of Austin 	<ul style="list-style-type: none"> Pending 	Pending
Resource Manager (PIR Project Director)	<ul style="list-style-type: none"> Substance Abuse Expertise Assessment of Treatment Options Location of resources to address individual needs Management of Flexible Funding for Wraparound supports System negotiation for service provision Develop & present quarterly cross-training Maintain PIR database 	TC HHS/VS - PIR	<ul style="list-style-type: none"> TC Match Funding for PIR Grant <p><i>Funding set aside as match only</i></p>	No cost to FDTC – cost absorbed by Primary Mgr	

67

FDTC/PIR - Sustainability Planning

	• Semi-annual and annual Rpts				
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Grant Funded Items	Funded Amount	Grant
Substance Abuse Treatment - 90 Days & Relapse	\$320,400	PIR
Drug Testing	\$40,000	Governor's Grant
FDTC - Court Coordinator	\$63,500	Governor's Grant
Housing Case Manager P/T	\$22,000	PIR
Housing Support	\$83,509	PIR
Wraparound Support	\$31,921	PIR
Mental Health Support	\$800 (Medication cost reflected in Wrap Supports)	PIR
Parenting Support	\$11,360	PIR/Governor's Grant
Resource Manager (PIR Project Director)	\$80,000	PIR - Funded by TC HHS/VS as Match

PIR	Fund
SA TX	\$320,400
Housing C Mgr	\$22,000
Housing Supports	\$83,509
Wrap Supports	\$31,921
Mental Health Support	\$800
Parenting Support	\$9,770
Total	\$468,400
Resource Mgr (match currently)	\$80,000

Governor's Grant	Fund
FDTC CC	\$63,500
Drug Testing	\$40,000
Parenting Support	\$1,590
Total	\$105,090

This cost is assuming that the current level of in-kind support is maintained by the partners post grant.

PIR FY12

Attachment 3

FDTC/PIR Design—Practice Issues for Sustainability

1. Does FDTC maintain the same eligibility criteria post PIR grant funding?			
Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
<p>Under PIR</p> <ul style="list-style-type: none"> A mother gives birth to a baby who tests positive for drugs. A mother is pregnant and tests positive for drugs and has at least one child under age five in the home. A mother is using drugs and has at least one child under age five in the home. Mother is found to be substance dependent per the MINI screening tool administered by CPS staff or have symptoms of substance dependence evidenced by collateral information. Mother is deemed mentally stable to the extent that she can successfully participate in residential substance abuse treatment. <p>FDTC</p> <ul style="list-style-type: none"> Admits Fathers who are the Spouses, Significant Others of the Women enrolled by PIR criteria – they must be a party to the suit 	<p>Cons for Recommendation a:</p> <ul style="list-style-type: none"> Concern that exclusion of older siblings will narrow the pool of participants for drug court Possible negative community perception with Drug Court serving a narrower population Desire to serve older children <p>Pros for Recommendation a:</p> <ul style="list-style-type: none"> Able to focus efforts on a specific population Eliminate the impact of multiple moves on school age children Able to focus on the 0-3 population with issues of bonding, attachment, and visitation Important as a Drug Court to have a component that focuses on the children Narrower population allows drug court to become an expert in service provision for 0-5 <p>Pros/Cons for recommendation e:</p> <ul style="list-style-type: none"> Limitations if all HS had to meet the standards of CPS Complications of permanency planning if CPS did not approve the placement <p>b-d, f, g No significant discussion points</p>	<ul style="list-style-type: none"> a. A parent is using drugs and has only children age five or under who will not enter school for at least six months at the time of parent's enrollment in drug court. b. CPS determines that a parent is abusing alcohol and/or drugs as per case investigation and collateral information. c. Parent is deemed mentally stable to the extent that s/he can successfully participate in primary substance abuse treatment, as determined by the primary treatment provider. d. CPS must have a reasonable expectation of reunifying the children with one or both Drug Court participating parent(s) within 90 days of the initiation of the legal case. e. Parent must have a relative or fictive kin placement option in Travis or contiguous counties that is either approved by CPS or highly likely to be approved by one or more child advocates following initiation of the legal case. f. Parent cannot have Inability to Parent grounds in the current CPS petition. g. Number of participants served by the drug court will be limited to between 20 -30 participants at any given time. 	<ul style="list-style-type: none"> Drug Court would enroll either or both parents Parents with children over 5 would not be enrolled in Drug Court Plan to reunify child with parent within 90 days Must have relative support in the local area

PIR FY12

Attachment 3

2. When are FDTC participants identified and enrolled into FDTC?			
Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
<p>Under PIR</p> <ul style="list-style-type: none"> PIR PD and CPS Supervisor screen referrals for ones that meet grant criteria Specialized Unit investigates and if finds abuse/neglect; risk factors; substance dependence and that warrant legal case FTM where both PIR/FDTC are introduce to the participant Enrolled in Treatment at AR Observe Drug Court Meet with Lawyer and Drug Court Coordinator Agree to enroll into FDTC – usually takes about 2 weeks 	<p>a-c No significant discussion</p> <p>Pros/Cons for recommendation d:</p> <ul style="list-style-type: none"> FTM occur now without the legal parties Discussion of drug court with participants without an atty present Signing of documents by participants without legal representation FTM are scheduled at various times and places to accommodate families which may be difficult for legal parties to attend Delayed enrollment due to length of time to hold the FTM CPS uses the FTM to make determinations and planning for child safety and whether to refer to drug court 	<ul style="list-style-type: none"> a. CPS identifies eligible parent who meets all six eligibility criteria for admission to Drug Court. b. CPS refers parent for evaluation, substance abuse diagnosis, funding, and treatment recommendations. c. CPS staffs case with DA's office and files legal case. d. CPS holds family team meeting and presents Drug Court program. e. Court makes limited purpose attorney appointment; attorney advises parent regarding Drug Court. f. Parent observes Drug Court. g. Drug Court team holds a pre-joining staffing to review applicant h. Attorney presents parent's request to join Drug Court to Drug Court Team. i. Parent signs Drug Court Participation Agreement. j. Additional family team meetings can be held with legal parties as indicated or requested <p>Parent enters treatment at any point during the process.</p>	<ul style="list-style-type: none"> Identifying and Referring entity for Drug Court remains CPS Dedicated CPS Investigation staff to screen and link families to Drug Court OC will develop a one page flyer regarding the drug court to present at FTM Participants will not be voted into or out of Drug Court. The pre-joining staffing will allow members to be introduced to the participant and to verify that they meet drug court eligibility.

OC

PIR FY 12

Attachment 3

3. Does FDTC only serve Court Ordered Services cases? TMC cases?

Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
Primarily serve COS cases	<ul style="list-style-type: none"> General Agreement no major discussion 	a. TCFDTC enrolls only parents who have Court Ordered Services cases.	<ul style="list-style-type: none"> CPS staff dedicated to support the drug court will come from FBSS unit Staff time for all Drug Court Partners

4. When are children returned to the care of their parent?

Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
<ul style="list-style-type: none"> 0-5 are placed with the Mother in treatment if deemed safe for the children or placed with relatives living in the area or placed in foster care (not usually) Children are returned to the care of the Mother at some point during her treatment at AR <p>PIR grant criteria has been adjusted to not indicate a specific timeframe but a strong emphasis on a quicker return</p>	<ul style="list-style-type: none"> Increased visitation with a focus on bonding and attachment is important for participants and the children More frequent visits for shorter periods of time 	<p>a. Child reunification is individualized based on participant's progress and the needs of the children and occurs upon unanimous agreement among CPS, CASA, and AAL and/or when ordered by the Court.</p> <p>b. Prior to reunification, visitation between parents and children occurs as frequently as possible, with consent of child advocates, and/or when ordered by the court and consistent with treatment provider visitation policies.</p>	<ul style="list-style-type: none"> Resource Need: Case aide to facilitate parent/child visitation

5. How do the CPS hearings interface with the FDTC hearings?

Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
<ul style="list-style-type: none"> Separate hearings Minimal cross-over of information between the two dockets 	<ul style="list-style-type: none"> OC following the recommendations would like to work with the Judge(s) to develop a hearing schedule that meets the need of drug court, the lawsuit, the participants and the drug court team 	<p>a. Minimize the amount of time spent in court for all parties by instituting the most efficient scheduling method.\</p> <p>b. Maximize information sharing between hearings through communication between the CPS representative and other parties to the case.</p>	<ul style="list-style-type: none"> AAL are not part of drug court so will have to be informed of children's issues by CASA, CPS and other legal parties Potentially different Judge will preside over the CPS lawsuit

PIR FY12

Attachment 3

6. Drug Court Structure

Current Practice		OC Practice Recommendations	Impact /Resource Need
<ul style="list-style-type: none"> • Court Report written by DCC • Staffing prior to court hearing • All critical parties attend drug court • Each participant's case is reviewed by the judge • Attendance depends on stage 	<ul style="list-style-type: none"> • General Agreement no major discussion 	<p>a. Basic Drug Court structure remains the same.</p>	<ul style="list-style-type: none"> • Add and an additional staff to the FDTC to allow one position to focus on administrative duties and another to focus on participant support and service provision • Operations Committee develops and maintains written protocols for the Drug Court staffing

7. How do define success of participants?

Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
<ul style="list-style-type: none"> • PIR and FDTC define success separately • FDTC defines success based on completion of all phases in drug court • PIR defines success at specific accomplishments and when permanency is achieved and sobriety maintained 	<ul style="list-style-type: none"> • General Agreement no major discussion 	<p>a. Operations Committee develops and DC reports outcome measures that extend beyond summary designations of "success" and "failure."</p> <p>b. Measures include milestones achieved during cases and include the following:</p> <ul style="list-style-type: none"> ○ Successful/Unsuccessful completion of Drug Court ○ Outcomes for children <ul style="list-style-type: none"> i. Babies born drug clean ○ Outcomes for parents <ul style="list-style-type: none"> i. Recidivism <ul style="list-style-type: none"> 1. Criminal Arrest 2. Re-Referral to CPS ○ Outcomes occurring during the four Drug Court phases 	<ul style="list-style-type: none"> • Data Collection Plan

22

PIR FY12

Attachment 3

8. What data will be collected? How and where will the data be maintained? How and when will the data be reported?			
Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
<ul style="list-style-type: none"> PIR collects data on both the enrolled participant and the control group based on grant determined criteria. It captures both demographic information, completion of services, children's outcomes, and re-referrals to CPS FDTC collects data per Governors grant that includes UA results, education, outcomes, and criminal arrests. 		<p>a. An Operations Committee Data Subcommittee studies the data set developed by the DCC and PIR Director (attached) to determine recommended data pieces to be collected and analyzed.</p>	<ul style="list-style-type: none"> Database to store the information Individual(s) to collect data from various partners and input into the Data System
9. Blending of Recovery philosophy			
Current Practice	Discussion Points by OC	OC Practice Recommendations	Impact /Resource Need
		<p>a. Ongoing interdisciplinary training sessions will address issues associated with blending recovery philosophy with traditional CPS legal case expectations.</p>	<ul style="list-style-type: none"> Funding to attend/provide trainings

73

Family Drug Treatment Court Policy: Attendance to & Documentation of Community-based Recovery Activities

Drug Court participants engage in a variety of recovery-related meetings and activities in the community throughout their time in the Family Drug Treatment Court program.

Court orders for all participants will have specific requirements for 12 step meeting and recovery related-activity attendance. If a participant is confused about how many meetings or activities he or she should attend, he or she needs to look at the Court orders for clarification. So that participants will have a general idea of what to expect, the Family Drug Court Team has provided general information about the requirements for 12 step meetings and recovery activities throughout the program below; however, these are only general guidelines. **Participants must always follow what is written in their Court orders!!!! If the Court order reads differently than the requirements listed below, the Court order is what must be followed!!!**

Requirement for Participants who are in Inpatient Treatment:

While in inpatient treatment, participants attend meetings and activities as determined by their treatment center. It is expected that participants follow the rules of the facility and engage in all programming as scheduled.

Requirement for Participants who are in Intensive Outpatient Treatment (IOP):

While in intensive outpatient treatment (IOP), participants must attend one recovery-related activity for every day of the week that they are not in treatment. **At least two of these activities per week must be 12 step AA, NA, CA, and/or MA meetings.** The remaining activities can be 12 step meetings or any of the "Additional Recovery-Related Activities" listed below. The other activities must not be duplicated more than one time per week. Each activity counts as one activity unless the Court has given someone prior approval to count one activity as many.

Requirement for Participants who are in Supportive Outpatient Treatment or Aftercare:

Immediately following completion of IOP, participants are required to attend 90 recovery-related activities in 90 days. **Three of these activities per week must be 12 step AA, NA, CA, and/or MA meetings.** The remaining activities can be 12 step meetings or any of the "Additional Recovery-Related Activities" listed below. The other activities must not be duplicated more than one time per week. Each activity counts as one activity unless the Court has given someone prior approval to count one activity as many.

Requirement for Participants who are in Relapse or Cautionary Phase:

Participants in these phases are required to follow their Court orders regarding 12 step meeting and recovery-related activity attendance.

Requirement for Participants who have successfully completed all levels of treatment:

Most often when participants have successfully completed all levels of treatment, they are required to attend 3 recovery-related activities per week. **At least two of these activities per week must be 12 step AA, NA, CA, and/or MA meetings.** The remaining activities can be 12 step meetings or any of the "Additional Recovery-Related Activities" listed below. The other activities must not be duplicated more than one time per week. Each activity counts

as one activity unless the Court has given someone prior approval to count one activity as many.

Additional Recovery-Related Activities:

- Treatment center aftercare groups
- Alumni groups, speaker meetings, and outings through Austin Recovery (Note: The speaker meetings actually count as a 12 step meeting)
- Back to Basics groups
- Communities for Recovery Cross Talk meetings
- Dual Recovery Anonymous (DRA) meetings
- Good Chemistry meetings
- Al-Anon, Nar-Anon meetings
- Assessments or appointments with OSAR (Bluebonnet Trails MHMR)
- Professional recovery coaching sessions as arranged by OSAR
- Peer recovery coaching sessions through Communities for Recovery (minimum one hour per session)
- Recovery conferences (*note that participants must have prior approval for multiple hours to count as multiple activities*)
- Organized recovery group social events (holiday celebrations, dances, picnics, CforR movie nights)
- Other recovery groups: SMART, RR, SOS, Women for Sobriety (these are in short supply in Austin)
- AA, NA, CA speaker meetings on tape or CD as witnessed by at least one other person in recovery
- Other activities with the *prior* approval of the Drug Court team

Participants document their meetings and activities as follows:

- Participants name and describe their activities on Drug Court diary pages provided by the Drug Court Coordinator.
- Participants bring their diary pages to Court every time they appear and stand ready to discuss with the Judge every activity listed.
- Participants turn in previous weeks' diary pages and pick up new ones for the following weeks.
- Diary pages are available on the resources table in the Drug Court courtroom.

Drug Court Diary: Community Recovery Activities**Participant Name:** _____**Date:** _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

Date: _____

Activity (Circle One): Treatment 12-step Mtg. Cross Talk Mtg. Peer Rec Coach Other

If a 12-step Mtg, what is the name? _____

Time of day: _____ Location: _____

What is one *new* thing that you learned during this activity? _____

UNCOPE

Hoffmann, N. G. Retrieved from: [http://www.evinceassessment.com/ UNCOPE_for_web.pdf](http://www.evinceassessment.com/UNCOPE_for_web.pdf)

The UNCOPE consists of six questions found in existing instruments and assorted research reports. This excellent screen was first reported by Hoffmann and colleagues in 1999. Variations in wording are noted for several of the items. The first wording is the original for the "U" and "P" items. The more concrete wording of the revised versions were found to be slightly better as a generic screen. Either version of the six questions may be used free of charge for oral administration in any medical, psychosocial, or clinical interview. They provide a simple and quick means of identifying risk for abuse and dependence for alcohol and other drugs. Please maintain attribution.

- U "In the past year, have you ever drank or **used** drugs more than you meant to?"* ^{1,2}
Or as **revised** "Have you spent more time drinking or using than you intended to?" ²
- N "Have you ever **neglected** some of your usual responsibilities because of using alcohol or drugs?" ²
- C "Have you felt you wanted or needed to **cut down** on your drinking or drug use in the last year?"**
^{1,2}
- O "Has anyone **objected** to your drinking or drug use?" ^{3,1*}
Or, "Has your family, a friend, or anyone else ever told you they **objected** to your alcohol or drug use?" ²
- P "Have you ever found yourself **preoccupied** with wanting to use alcohol or drugs?" ²
Or as **revised**, "Have you found yourself thinking a lot about drinking or using?"
- E "Have you ever used alcohol or drugs to relieve **emotional discomfort**, such as sadness, anger, or boredom?" ^{2,1*}

Item Sources:

The original UNCOPE items were used in the CATOR treatment evaluation system, but were also part of other assessment tools and/or published in other studies. The following are original publications or instruments which contained one or more of the UNCOPE items:

1. Brown, R. L., Leonard, T., Saunders, L. A., & Papasouliotis, O. (1997). A two-item screening test for alcohol and other drug problems. *Journal of Family Practice*, 44, (2), 151-160.
2. Hoffmann, N. G. & Harrison, P. A. (1995). *SUDDS-IV: Substance Use Disorders Diagnostic Schedule*. Smithfield, RI: Evince Clinical Assessments.
3. Hoffmann, N. G. (1995). *TAAD: Triage Assessment for Addictive Disorders*. Smithfield, RI: Evince Clinical Assessments.

^{1*} Similar items identified by Brown, et al. as 3rd and 4th best discriminating items.

^{*} SUDDS-IV uses two items for this construct. "Have you ever used alcohol or drugs when you didn't intend to?" And, "Have you ever continued to use alcohol or drugs longer than you intended?"

^{**} The SUDDS-IV uses a more stringent criterion for this construct in that it requires a failure to restrict or stop use, not just a desire to do so. The SUDDS-IV questions are: "Have you ever set rules to control your alcohol or drug use that you failed to follow?" and "Have you ever wanted to stop using alcohol or drugs but couldn't?"

A CAUTION REGARDING ALL SCREENS

Screens merely provide an indication of whether or not an individual appears at risk for a given condition. Screens are inappropriate for use as treatment intake tools and insufficient for supporting diagnoses. The UNCOPE and other screens for substance use disorders are most appropriate for identifying risk for abuse or dependence when neither is clearly identified as a problem. Appropriate venues for screening would be mental health and medical clinics, employee assistance counseling, marital and family counseling. Screens are inappropriate for evaluating persons arrested for driving under the influence, those presenting for treatment, or those being evaluated for any issue associated with substances. These latter individuals are already identified as being at risk, so a screen would be redundant. For these cases, more extensive diagnostic assessment tools such as the SUDDS-IVTM or CAAPETM are recommended for adults or the PADDITM for adolescents. Such diagnostic instruments are required for documentation when treatment recommendations or decisions other than referral for further evaluation are to be made.

H R FY 12

Attachment 6

UNCOPE

Hoffmann, N. G. Retrieved from: [http://www.evinceassessment.com/ UNCOPE_for_web.pdf](http://www.evinceassessment.com/UNCOPE_for_web.pdf)

The following tables present the observed accuracy of the UNCOPE items in a variety of settings. The first table provides the findings on the UNCOPE in samples of recent arrestees and state prison inmates. The sensitivities and specificities were calculated on the basis of any positive findings for either alcohol or other drug dependence. The second table provides substance specific findings for the individual items and the UNCOPE as a screen in a very large sample of individuals in treatment populations.

Sensitivity and specificity of the revised UNCOPE for dependence in various correctional populations

Scores considered at risk for dependence	Recent Arrestees [†] N = 310		Male State Prison * Inmates N = 1886		Female State Prison * Inmates N = 211	
	Sensitivity	Specificity	Sensitivity	Specificity	Sensitivity	Specificity
5-6	67%	98%	not reported	not reported	not reported	not reported
4-6	80%	87%	71%	92%	71%	92%
3-6	88%	83%	84%	83%	94%	81%
2-6	92%	70%	92%	70%	99%	70%

[†] Hoffmann, Hunt, Rhodes, & Riley, 2003

* Campbell, Hoffmann, Hoffmann, Gillaspay, 2005

Sensitivity and Specificity of Original UNCOPE Items in Identifying Dependence (vs. No Problems or Abuse Only)

ITEM CONCEPT	Alcohol		Cocaine		Marijuana	
	Specificity n = 9,314	Sensitivity n = 30,330	Specificity n = 30,624	Sensitivity n = 9,139	Specificity n = 33,359	Sensitivity n = 6,384
	%	%	%	%	%	%
U - USED MORE THAN PLANNED	79	91	93	94	95	83
N - NEGLECTED RESPONSIBILITIES	81	83	94	88	95	73
C - WANTED TO CUT DOWN OR STOP	87	80	95	86	97	70
O - OBJECTIONS	68	90	92	84	90	79
P - PREOCCUPIED	84	80	94	83	90	88
E - RELIEVE EMOTIONAL DISTRESS	74	88	95	78	90	90

UNCOPE as a screen	Alcohol		Cocaine		Marijuana	
	Specificity	Sensitivity	Specificity	Sensitivity	Specificity	Sensitivity
Score of 2 or more to indicate any abuse OR dependence	97	93	99	94	97	82
Score of 4 or more to indicate dependence vs. all else	86	89	95	89	97	84

Sensitivity is the proportion of dependent individuals (true positives) correctly identified as being dependent (positives).

Specificity is the proportion of nondependent individuals (true negatives) correctly identified as not being dependent (negatives).

UNCOPE References:

- Zywiak, W. H., Hoffmann, N. G., & Floyd, A. S. (1999). Enhancing alcohol treatment outcomes through aftercare and self-help groups. *Medicine & Health/Rhode Island* 82 (3), 87-90.
- Hoffmann, N. G., Hunt, D. E., Rhodes, W. M., & Riley, K. J. (2003). UNCOPE: A brief screen for use with arrestees. *Journal of Drug Issues*, 33 (1), 29-44.
- Campbell, T. C., Hoffmann, N. G., Hoffmann, T. D., & Gillaspay, J. A. (2005) UNCOPE: A screen for substance dependence among state prison inmates. *The Prison Journal*, 85(1), 7-17
- Urofsky, R. I., Seiber, E., & Hoffmann, N. G. (2007, August 27). UNCOPE: Evaluation of a brief screen for detecting substance dependence among juvenile justice populations. *Journal of School Counseling*, 5(17). Retrieved September 9, 2007, from <http://www.jsc.montana.edu/articles/v5n17.pdf>

Focus Groups:

Two Groups were held in March 2011: Group for active participants and Group for discharged participants. The focus groups were asked a set of questions by a Casey facilitator. The questions were based on other focus groups held nationally, and reviewed by County and Casey staff. The answers were documented by Travis County Staff. All responses are anonymous. Below is a compilation of the participants statements with themes identified.

Questions**1) Why did you decide to join PIR/FDTC?**

- If I didn't participate my kids would be taken
- I didn't have a choice it was drug court/PIR or my kids going to be taken away
- Wasn't given a choice
- Only way to keep my kids

Theme:

- Majority of the participants joined because they believed it would allow them to keep their kids or be reunited with the kids quickly.
- Majority of participants expressed confusion and or a lack of understanding regarding drug court expectations at the time of enrollment.

2) What services or supports have really helped you?

- Therapy and emotional support for my children
- Benefits like housing
- Parent coaching
- Peer coach
- Ms. Francis at AR
- CPS Worker
- CASA

Theme:

- What helped was individualized to the person.

3) What services or supports did not help you?

- Program is all about the women
- Don't look at people individually look at you as "all addicts" not given what you need on an individual basis
- Lots of change in structure; transition, trauma in moving around; hard on the children
- Moving constantly
- Confusing as to what is CPS services and what is PIR
- Team Meeting we should have a lawyer present to advise us before we sign
- Sober house is not really that helpful

Theme:

- The multiple moves is hard on them and especially hard on their children
- Sober houses are not set-up to support neither families nor single mothers

4) What other services or supports would be helpful?

- Make time for yourself for physical fitness
- Physical fitness
- PIR specific meetings for participants
- Team Meetings that allow you to develop a plan that is personal and individualized

Theme:

- Activities that would promote physical fitness
- Support group for just PIR/FDTC participant
- Individualized service planning that they can participate in

5) In what ways have you changed since joining FDTC/PIR?

- Higher expectations of myself
- Confidence
- Used to have impulses and did things without thinking
- I can admit what I need
- Able to ask for help
- Able to accept I need help
- Feels good to hear family member say "I love you"; relationships are getting better
- I am a better parent
- I understand my addict behavior
- I got the right medication

Theme:

- Self-improvement in coping and managing day to day life experience
- Ability to ask for help
- Improved parenting skills
- Sense of pride in their accomplishments

6) What has been your biggest support in staying clean/sober?

- Family
- God
- Other PIR participants
- Not getting my child taken away
- Sponsor

Theme:

- Not a particular service that lead to maintaining sobriety
- Individualized to the participant
- Relationship-Based

7) What has been your biggest challenge to staying clean/sober?

- Not working/not having a job
- Not having the ability to have kids with both parents (separating mothers/fathers)
- Missing work
- Being too busy to work the program (sobriety)

- Having too many things / requirements to be able to get a job

Theme:

- Employment is very important but very difficult to obtain and maintain while in FDTC
- There are a lot of expectations/requirements on the participants and this creates tremendous stress on their ability to stay clean/sober

8) If you had it to do over again would you still join? *Mixed response but majority said yes.*

- Ultimately it is worth it for my kids;
- I wouldn't have stopped using without that much time in recovery;
- Needed the support to get better;
- Benefits outweighed "BS";
- Knew PIR has good supports;
- Needed services for the children and me;
- Gotten more out of program than CPS

Theme:

- Difficult program with too many expectations but it was worth it to get sober/clean

9) Has the experience been what you expected? *All said no.*

- They lied!
- Need to have open communication especially regarding children
- Seems like they try to keep families apart
- Frustrated
- Punished for doing the right thing
- Treatment facility can add/adjust your time as a form of punishment.
- Always the threat to take your child/children away from you.
- You have to start over if you mess up

Theme:

- Participants did not really understand what they were getting into when they joined FDTC
- They describe the process as punitive

10) What is contributing to your success or lack of success? Respond to success part of the question.

- My willingness
- Open mindedness
- Counselors

Theme:

- Counselors at AR
- Their own mind set

11) Any additional information to share

- Need to have choices/options
- Not talked down to
- You get extended time for breaking rules or not doing something

- AR feels like the Austin State Hospital
- PIR needs to be an individualized program
- We need a real "Family Sober House"
- Not what expected/surprised
- Couples could not communicate while in treatment; need to be able to work together as a family; I needed to have contact with my husband and make sure he is a part of the decision making
- Take into consideration here they are trying to create this bond with the child; separation/anxiety; but this back and forth and moving around and then pulled away from you, especially working so hard to keep the kids not acknowledging not getting another visitation
- The rules with AR are not always right and PIR backs up AR 100%; for keeping families together they seem to do their best to keep us apart
- They threatened me to go to jail because I won't get up
- Funding as a threat
- Kid removal as a threat
- We are honest but get punished for it
- PIR should give choices regarding treatment; there are better options out there and we should be able to use those facilities; kids cannot spend the night
- Need options; AR is more like a prison

Travis County Family Drug Treatment Court Standard Consequences

INFRACTION	CONSEQUENCE
Missing a Drug Test	<p>For first offense: 2 hours of community service</p> <p>For second and third offense: 8 hours of community service and a compliance contract</p> <p>For 4th and more offenses: staff for dismissal from the program</p> <p>(NOTE: If a participant has relapsed either by self-admission or as indicated by drug testing results, this schedule will start over.)</p>
Dilute Drug Test	1st dilute test is no consequence, all subsequent dilute tests are handled the same as a missed test
Relapse or Drug/ Alcohol Use in Phase II, Phase III, or Phase IV	Placement in Relapse Phase and another OSAR assessment, New Drug Court Clean Date
Relapse or Drug/ Alcohol Use in Phase I	Assessment for Further Treatment, New Drug Court Clean Date
Missing class, treatment, Court ordered appointment (therapy, DV 101, etc..) with call in to team member or service provider	Missed classes are excused if appropriate documentation is provided and the client has called-in to the provider before the missed class.
Missing class, treatment, Court ordered appointment (therapy, DV 101, etc..) without call in to team member or service provider	<p>First missed class – one hour of community service for every hour missed; Second missed class – two hours of community service for every hour missed; Third and more missed classes – two hours of community service for every hour missed and Rule 11 agreement</p>

PLRFY 2

Attachment 8

INFRACTION	CONSEQUENCE
<p>Submission of urine or other specimen that is determined to be cold, tampered with, someone else's urine, or "not human urine."</p>	<p>This is treated as a "dirty" test. A new drug court clean date is established, the client is re-assessed for further treatment, and they are placed in Relapse Phase if they are in Phases II-IV</p>
<p>Failure to complete Court ordered community service</p>	<p>1 hour of additional community service for every hour not completed in addition to the hours originally assigned; This is cumulative. If there are more than 30 days between the time that the community service was originally assigned and the current date with no service completed, the client will spend a weekend in jail (NOTE: This will require the scheduling of a contempt hearing.)</p>
<p>Missing appointment or service that is not Court ordered</p>	<p>Verbal reprimand from the Court</p>
<p>Failure to attend Drug Court with a call to a team member, client is excused by the Court, and client has appropriate documentation</p>	<p>Must appear for Drug Court the following week and the client may appear by phone, if this is possible</p>
<p>Failure to attend Drug Court without calling a team member</p>	<p>Warrant is issued for the client to be brought to the Courthouse</p>
<p>Failure to attend <u>any</u> NA/AA/CA meetings</p>	<p>Show proof of making up the meetings at the next drug court hearing, complete essay on one of the Big Book stories or attend weekend workshop</p>

PIR FY 2

Attachment 8

INFRACTION	CONSEQUENCE
Failure to attend some of the Court ordered NA/AA/CA meetings	Show proof of making up the meetings at the next drug court hearing, complete essay on one of the Big Book stories or attend weekend workshop
Not bringing NA/AA/CA meeting documentation card to Court	For first offense Court order to bring card to the next hearing; For second offense of not bringing card, participant is ordered to go home and get it and bring it back that day
Arriving over 10 minutes late to Drug Court but before 10am (with or without a call to a team member)	Placement at the end of the docket and verbal reprimand from the Court
Arriving VERY late to Drug Court after 10am	Hearing is held at the end of the docket and the person is last on the docket the following week
Failure to complete other consequence (not community service) such as essay, watching video, etc...	Consequence is doubled (example: write two essays, watch two videos, another assignment in the Big Book) or require a meeting with CFR member or other role model as deemed appropriate by FDTC team
Caught with paramour or other person that the Court has ordered no contact with	Contempt hearing held
Dishonest statement to team member	Verbal reprimand from the Court
Dishonest statement to the Court (under oath or not)	Verbal reprimand from the Court and contempt hearing held (if under oath)

PIR FY12

Attachment 8

INFRACTION	CONSEQUENCE
Failure to pick up Court order after Court (using excuse that he/ she did not know what was in Court order)	This is never an excuse and any consequences that exist for not following the order will be implemented
Leaving Treatment AMA	Same as discharging from treatment early, assessment for further treatment and must comply with recommendations of the assessment
Not attending visitation with children	Issue for CPS docket
Having unauthorized visitation with children	Issue for CPS docket
Relaying confidential information about another drug court participant to an outside party	Apology letter to the participant that he/she harmed and/or public apology to the group
Multiple offenses or ongoing problems with any of the above (not coming to Court on time, not doing UA's, etc..)	Team assigns consequences to each individual client on an individual basis
Obtaining a prescription for potentially addictive medication(s) and not telling the prescribing physician what is required by the prescription drug policy	Placement in Relapse Phase



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Anne Heiligenstein

February 8, 2011

Subject: Contract Termination or Amendment

Dear Contractor:

A rise in the number of children and families needing CPS services resulted in an increased utilization of purchased services. Current spending for purchased services will result in projected overspending of several million dollars during the current fiscal year (FY 2011).

In an effort to stay within our appropriated funds, I have had to make the difficult decision to significantly limit spending on purchased services and further reduce spending in other areas of DFPS. For purchased services, my decision is to terminate five specific contracted services statewide. Qualified DFPS staff will assume the responsibility of providing the services no longer delivered through contracts.

If you are receiving this correspondence, a service you currently provide has been selected for termination. This means that a contract you have will be terminated or a service in a contract you have will be eliminated via a contract amendment.

At this time, it is not known when or if DFPS will resume contracting for these services. Were these services to resume in the future, procurement postings will appear in the Electronic State Business Daily (<http://esbd.cpa.state.tx.us/>).

Please accept my regrets for this untimely and unexpected action. Thank you for the services you have provided to the children, youth and families of Texas.

Sincerely,

Anne Heiligenstein
Commissioner

Travis County Family Drug Treatment Court

PHASE ADVANCEMENT CHECKLIST FOR _____

CAUTIONARY PHASE

EXPECTATIONS:

- Follow all court orders and attend all drug court and CPS hearings
- Attend all appointments; not showing up for appointments and not calling ahead to make alternate plans can delay phase advancement
- Request phase advancement in writing
- Complete all pending consequences (for example: community service, essays) before you are eligible to advance

RECOVERY
<input type="checkbox"/> Attend weekly drug court hearings (every other week if in inpatient treatment or if the FDTC team specifies) <input type="checkbox"/> Submit clean drug and alcohol tests as requested and as indicated by the drug court call-in system (Reminder: when in Cautionary Phase you have to call EVERYDAY like Phases I or II) <input type="checkbox"/> Successfully complete recommended drug treatment program, if applicable <input type="checkbox"/> Attend 7 recovery-related activities per week with at least three of these activities being 12 step NA/AA/CA/MA meetings. <input type="checkbox"/> Obtain a sponsor, have weekly contact with sponsor, and demonstrate progress on working the 12 steps. <input type="checkbox"/> If still taking the potentially addictive medication after 90 days, submit essay to the Family Drug Treatment court team regarding why you need to remain the program
SELF SUFFICIENCY
<input type="checkbox"/> Take the following steps to continue job search or maintain employment/ income: <ul style="list-style-type: none"> ○ ○ <input type="checkbox"/> Take the following steps to continue in safe and stable housing or find such housing: <ul style="list-style-type: none"> ○ ○ <input type="checkbox"/> Take the following steps to continue education/literacy: <ul style="list-style-type: none"> ○
HEALTHY FAMILY LIFE
<input type="checkbox"/> Attend and engage in appropriate visitation with your child(ren), as applicable <input type="checkbox"/> If any of your children are placed with you, actively engage with your a parenting coach and obtain recommendation to advance, as applicable <input type="checkbox"/> Participate in individual therapy and obtain recommendation to advance, as applicable

89

**Travis County Family Drug Treatment Court Policy for
Participants Taking Potentially Addictive Medication**

- 1.) When a Family Drug Treatment Court participant seeks medical attention, it is his/her responsibility to tell the medical doctor prescribing him/ her medications that he/ she is in recovery for substance abuse/ dependence. It is also the participant's responsibility to ask for non-addictive alternatives to any medications that are prescribed. Participants are encouraged to only utilize potentially addictive medications in extreme and/or emergency circumstances and then only with their doctor's consent. **Participants are encouraged to utilize all other possible methods of treatment prescribed by their doctor first before taking potentially addictive substances of any kind!**
- 2.) If a doctor still wishes to prescribe the participant an addictive medication, the participant must have the doctor sign the "Physician Prescription for Potentially Addictive Medication to Family Drug Treatment Court Participant" form attached.
- 3.) The participant MUST bring this form and a copy of his/ her prescription to his/ her next Family Drug Treatment Court hearing.
- 4.) At this time, the participant will be placed in "Cautionary Phase" (see attached phase checklist criteria).
- 5.) The participant will also be asked to create a safety plan for dispensing the medication and ensuring that they will continue in their recovery without a relapse or developing an addiction to this medication.
- 6.) Finally, the participant MUST sign a release of information to allow the prescribing doctor to talk to either the Drug Court Coordinator or the CPS caseworker to validate the doctor's opinion.

"By my signature below I certify that I have read and understand the above policies regarding the taking of potentially addictive prescription medications while participating in the Travis County Family Drug Treatment Court program. I agree to abide by each of these policies and will accept the Court's consequences if I take any potentially addictive medications without following these policies."

Family Drug Treatment Court Participant

Date

PIR FY12

Attachment 12

**Physician Prescription for Potentially Addictive Medication to
Family Drug Treatment Court Participant**
(to be completed by Family Drug Court Participant)

Physician Name: _____

Date: _____

Physician Address: _____

Physician Phone Number: _____

Medication: _____

Patient Name: _____

(Below this line to be completed by the prescribing physician)

I attest that this patient informed me that they are in recovery from alcohol and/or drug dependence and have asked me if there are any legitimate alternatives to medications with addictive potential.

Signed,

Prescribing Physician

Date: _____

(For additional information regarding this form and the Court program that this patient is participating in, please contact Michelle Kimbrough, Family Drug Court Coordinator, at 512-854-8876.)

PIR FY12

Parenting In Recovery – Family Drug Treatment Court Local Data Variables**Important Dates**

Date of CPS Intake	Date Enrolled in Primary SA Treatment	Date Petition Filed with Court	Date Drug Court Contract Signed	Date of Family Reunification	Last Date in Drug Court	Date of Final Order on CPS Case	Date of Final Placement of Children
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Demographics

Age	Gender	Race	IQ	Mental Health Diagnosis Axis I Axis II	Prior CPS Cases INV RTB FBSS	Prior CPS Court FRE PMC PRT	CPS as Child	Abuse Victim	Criminal Hx D V O	Drug of Choice
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Services Received

Identifica- tion	Dental	Visual	Psycho- logical	Psychi- atric	Psych meds	Rx meds	Past due bills	Sober housing	Indep. housing	Psycho- Social	Parent coach	Recovery coach	FTM	FGC	DCP
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Substance Abuse Treatment & Recovery

Prior Treatment Episodes S U	Current Residential Treatment Episodes S U	Current IOP Treatment Episodes S U	Current Supportive Residential Treatment Episodes S U	Number of Relapses	Length of Sobriety at Discharge	Admitted Substance Abuse Problem
--	---	---	--	--------------------	------------------------------------	-------------------------------------

Case Outcomes

Drug Court Graduation S U	PIR Discharge S U	Total Number of Days in Drug Court	Drug +/- Birth While in Program	Drug +/- Birth After Case Discharge	Re-referral to CPS After Case Discharge	RTB referral to CPS After Case Discharge	Re-filing w/ Court After Case Discharge	Arrested After Case Discharge
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Education/ Employment

Level of Education at Start of Program	GED, Vocational Training, or Education Program Started	GED, Vocational Training, or Education Completed	Employment History (>30 Days Legal Employment)	Employed at Beginning of Case (Time of CPS Referral)	Employed While in Program	Employed at End of Program
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Children & Placements

Total Number of Children (Live Births)	Number of Children in Current Case	Age of All Children 5 10 +	Number of Days to Family Reunification	Number of Child Removals	Number of Family Reunifications	Total Number of Child Placements	Final Placement Outcome	Number of Days to Final Outcome
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92

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Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

[Add Mandatory Budget Narrative](#)

[Delete Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

To add more Budget Narrative attachments, please use the attachment buttons below.

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

Grant No. 90CU0039

Recipient Organization: Travis County - Parenting in Recovery

Budget Period: 09/30/11 - 09/29/12

Project Period: 09/30/07-9/29/12

BUDGET NARRATIVE CORRESPONDING TO SF424A - Section B - Budget Categories		
Personnel	\$ 60,024	Cash Match: Salary for full-time Project Director employed by TCHHS&VS
Fringe	\$ 20,165	Cash Match: Reflects the following for the Project Director position described above: FICA OASDI (6.2%), FICA Medicare (1.45%), Health Insurance (\$696.08/month), Life Insurance (\$7.25/month), Retirement (11.69%), Workers Compensation Insurance (0.00195%)
Travel	\$ 3,008	Required travel for project meetings. (This will cover the costs of airfare, hotel, per diem for PIR Project Director and Grant Coordinator.)
Equipment	\$ -	
Supplies	\$ -	
Contracts	\$ 476,992	Project will entail the following contracts for services (all grant funded): 1) Substance abuse treatment - \$315,000.00 Base budget assumes serving 20 participants during year 5 of the grant. This is projecting for each participant to receive inpatient residential services for up to 90 days at the daily rate of \$178. The cost will vary based on the individualized need of each participant and the project's ability to utilize other funds to defray treatment costs. 2) \$20,000 for part-time Case Manager at Foundation Communities to provide housing case management services 3) Flexible funding for recovery supports: \$120,230 . To provide housing subsidies including deposits for housing and utilities, parent training and wraparound supports to participants. These funds will alleviate barriers to sustaining sobriety in the community and may include other services such as child care, transportation costs, medical and dental care, mental health support and document recovery. 4) Administrative fees (MSO Fees) for behavioral health managed service organization - \$21,762 . To ensure timely and accurate payment for services, and to take advantage of existing quality assurance functions, Austin/Travis County Integral Care (formerly ATCMHMR) will serve as a Managed Service Organization to handle all payments for treatment services and recovery supports. Under the existing agreement between TCHHS&VS and ATCIC, the 13% admin fee has been negotiated, for grant purposes, down to a discounted fee of 5%.
Construction	\$ -	
Other	\$ 20,000	Evaluation cost of Project
	\$ 23,375	In-Kind Match: County administrative staff support for the grant including Grant Coordinator, Auditor, Division Director
	\$ 5,523	In-Kind Match: Office space for Grant Project Director
	\$ 57,913	In-Kind Match: \$20,600 from treatment partner in volunteer hours dedicated to the project; \$9,777 from Housing partner in difference btwn grant rental rate and fair housing market rate; \$27,536 from MSO in cost savings of administrative fees - regular rate 13% grant negotiated rate 5%.
TOTAL:	\$ 667,000	

b6

Healthcare District TexasDAILY Average Balance**TexasDAILY**

Date	Balance
4/1/2011	26,122,741.90
4/2/2011	26,122,741.90
4/3/2011	26,122,741.90
4/4/2011	22,614,741.90
4/5/2011	22,614,741.90
4/6/2011	22,614,741.90
4/7/2011	22,614,741.90
4/8/2011	22,614,741.90
4/9/2011	22,614,741.90
4/10/2011	22,614,741.90
4/11/2011	20,837,741.90
4/12/2011	20,837,741.90
4/13/2011	18,685,741.90
4/14/2011	18,503,741.90
4/15/2011	18,329,741.90
4/16/2011	18,329,741.90
4/17/2011	18,329,741.90
4/18/2011	18,329,741.90
4/19/2011	18,329,741.90
4/20/2011	18,329,741.90
4/21/2011	18,304,741.90
4/22/2011	18,304,741.90
4/23/2011	18,304,741.90
4/24/2011	18,304,741.90
4/25/2011	15,605,741.90
4/26/2011	15,605,741.90
4/27/2011	15,585,741.90
4/28/2011	22,698,816.90
4/29/2011	35,304,532.69
4/30/2011	35,304,532.69
Average Balance	21,294,630.45

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
Travis County		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	* First Name: Samuel	Middle Name: T.
* Last Name: Biscoe	Suffix:	
* Title: Travis County Judge		
* SIGNATURE: Completed on submission to Grants.gov		* DATE: Completed on submission to Grants.gov

Project/Performance Site Location(s)**Project/Performance Site Primary Location**☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Travis County

DUNS Number: 0309088420000

* Street1: 100 N. IH 35

Street2:

* City: Austin

County: Travis

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 78701-4138

* Project/ Performance Site Congressional District: TX-021

Project/Performance Site Location 1☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City:

County:

* State:

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code:

* Project/ Performance Site Congressional District:

Additional Location(s)

Add Attachment

Delete Attachment

View Attachment

Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	Travis County
Applicant's DUNS Name:	0309088420000
Federal Program:	Continuation of Existing Project for Targeted Grants to Increase the Well-Being of,
CFDA Number:	

1. Has the applicant ever received a grant or contract from the Federal government?

☒ Yes ☐ No

2. Is the applicant a faith-based organization?

☐ Yes ☒ No

3. Is the applicant a secular organization?

☒ Yes ☐ No

4. Does the applicant have 501(c)(3) status?

☐ Yes ☒ No

5. Is the applicant a local affiliate of a national organization?

☐ Yes ☒ No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

☐ 3 or Fewer ☐ 15-50
☐ 4-5 ☐ 51-100
☐ 6-14 ☒ over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

☐ Less Than \$150,000
☐ \$150,000 - \$299,999
☐ \$300,000 - \$499,999
☐ \$500,000 - \$999,999
☐ \$1,000,000 - \$4,999,999
☒ \$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is **1890-0014**. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: The Agency Contact listed in this grant application package.

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:	Transportation and Natural Resources
Contact Person/Title:	Melinda Mallia, Environmental Project Manager
Phone Number:	512-854-4460

Grant Title:	Reimers Urban Outdoor Recreation Grant		
Grant Period:	From:	8/21/2008	To: 7/15/2012
Grantor:	Texas Parks and Wildlife Department		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:		1,000,000		1,000,000		2,000,000
Capital Equipment:						0
Indirect Costs:						0
Total:	0	1,000,000	0	1,000,000	0	2,000,000
FTEs:						0.00

Auditor's Office Review: X	Staff Initials: ___MG___
Auditor's Office Comments: MC	
County Attorney's Office Contract Review: X	Staff Initials: _____

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Acquire land and develop park in southwest Travis County	2442 acres acquired					2442 acres acquired
Measures For Grant						
Develop park amenities	Planning & design completed					Park amenities constructed
Outcome Impact Description						

PBO Recommendation:

PBO Concurs with this contract extension.

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

The amendment extends the term of the contract by one year, to July 15, 2012.

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

The grant requires that projects funded must be operated and maintained for public park and recreation purposes in perpetuity. The County has already made this commitment through voter and Commissioners Court approval of the park project. The proposed amendment has no impact on this commitment.

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

The amendment does not impact the grant budget. No additional funds are required.

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

This grant program does not provide for indirect costs. Funding can be applied only to professional services, land acquisition, and park construction costs.

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.

The grant program will end upon termination of the contract. Long-term operation of the park will be assumed by the County Parks Division within TNR and appropriate resources have been allocated through the County budget process.

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

This is not a new program as the County has developed, maintained and operated a parks system countywide.

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

The grant will support the development of a new park in the southwestern area of the County, as approved by voters and the Commissioners' Court. Performance measures are related to one of TNR's goals, to "provide increasing and diverse recreational opportunities using public resources." A key performance indicator will be the successful development of Milton Reimers Ranch Park to meet the desires of Travis County residents as expressed bond elections in 2001 and 2005 for parks and open space projects. A one-year extension will ensure the performance measures for this grant are completed within the term of the contract.



TRANSPORTATION AND NATURAL RESOURCES

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

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

April 19, 2011

MEMORANDUM

TO: Members of the Commissioners Court
FROM: *Steven M. Manilla*
Steven M. Manilla, P.E., County Executive, TNR
SUBJECT: Milton Reimers Ranch Park Urban Outdoor Recreation Grant
Amendment to Project Agreement

Posting: Consider and take appropriate action on an amendment to Travis County's project agreement with the Texas Parks and Wildlife Department (TPWD) for Milton Reimers Ranch Park.

Summary and Staff Recommendation: The amendment extends the term of the agreement for one year, to July 15, 2012. Additional time is requested to complete construction elements of the project including the courtyard, pavilion, benches, mountain bike trail and interpretive signage. Staff recommends approval.

Budgetary and Fiscal Impact: There is no fiscal impact to this action.

Required Authorizations: Chris Gilmore, CA
William Derryberry, PBO

Exhibits: Amendment to Project Agreement

MDR:SMM:mdr
0804 Reimers Urban Outdoor Grant

cc: Chris Gilmore, CA
William Derryberry, PBO
Michelle Gable, Auditor
Charles Bergh, TNR
Jon White, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR

TEXAS PARKS AND WILDLIFE DEPARTMENT
TEXAS RECREATION AND PARKS ACCOUNT AGREEMENT
AMENDMENT TO PROJECT AGREEMENT

Project Amendment Number: 55-000002.1

Project Name: TRAVIS COUNTY Milton Reimers Ranch Park

* * *

THIS AMENDMENT to Project Agreement Number 55-000002 is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreation and Parks Account Program.

The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

To **EXTEND** the project expiration date to July 15, 2012.

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.

* * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Tim Hogsett, Director, Recreation Grants Branch
Name and Title

4.4.11
TPWD Approval Date

☐ EPLS Date N/A WK

TRAVIS COUNTY

Political Subdivision (Sponsor)

by _____

The Honorable Samuel T. Biscoe, Co. Judge
Name and Title

Date

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Sheriff's Office and Travis County Attorney's Office
Contact Person/Title:	Karen Maxwell
Phone Number:	854-7508

Grant Title:	Recovery Act - STOP Violence Against Women Act		
Grant Period:	From:	4/1/2010	To: 6/30/2011
Grantor:	Office of the Governor, Criminal Justice Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$44,277					\$44,277
Operating:	14,315					14,315
Capital Equipment:	28,257					28,257
Indirect Costs:	0					0
Total:	\$86,849	\$0	\$0	\$0	\$0	\$86,849
FTEs:	1.00					1.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of survivors assisted through the legal process.	1300	1021				
Measures For Grant						
Number of new FTE positions created with grant funds.	1	1				n/a
Outcome Impact Description	TCAO hired one FTE Victim Counselor that started 7/19/10.					
Number of organizations / units / departments to directly benefit from the equipment.	2	2				n/a

Outcome Impact Description	TCAO and TCSO have benefited from the funding of this grant to hire 1 FTE for TCAO, provide travel/training, and purchase equipment.					
Number of computer units purchased.	3	3				
Outcome Impact Description	TCAO purchased 1 computer for the FTE. TCSO purchased 2 computers for their staff.					

PBO Recommendation:

This is a request to increase our award for ARR funds from the Office on Violence Against Women. There is no match nor any continuing obligations. PBO recommends approval.

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

The application for this grant was one time only through the Office of the Governor, and has been extended to continue through June 30, 2011 in order to utilize all awarded funds. Additional funding has become available due to other projects deobligating funds back to the State and some of those dollars have been offered to Travis County to enhance the current VAWA-ARRA project we have in place.

Travis County victim services personnel within both the Sheriff's Office and County Attorney's Office seek to expedite the processing of cases so that victim restoration can begin and safety can be facilitated for women and the community. This project enhances efforts to provide victim restoration and enhanced service provision to victims through immediate safety planning, more timely application for emergency protective orders, shelter and safe house placement, and assistance in completing victim compensation applications. If we are granted the ability to accept additional funding, equipment purchases will be utilized to enhance prosecution efforts in cases of violence against women.

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

None

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

No match required.

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

N/A

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, TCSO will continue necessary fees needed to support the equipment purchased through this grant as a part of its regular budget. The County Attorney victim counselor is a temporary position designed to assist with backlog cases and will not be continued upon completion of the grant term.

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

This project enhances existing services provided by TCSO Victim Services and TCAO .

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.

Each year TCSO victim services personnel provide services to more than 1,300 victims of domestic violence, sexual assault, stalking and acquaintance/dating violence. The County Attorney's Office has 3,500 cases in these categories filed. Travis County is focused on victim restoration and seeks to streamline the processes related to serving victims and expediting prosecution with the measures described in this grant application.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner
Date: April 26, 2011
Subject: ARRA – STOP Violence Against Women Act, Contract Amendment Request
Office of the Governor, Criminal Justice Division, Grant # 2291501

Travis County Sheriff's Office and County Attorney's Office are currently funding a project to streamline the processes related to serving victims of violence against women with ARRA grant funding received from the Criminal Justice Division of the Office of the Governor (CJD). The CJD has recently received deobligated funds from other ARRA projects funded under this solicitation and has expressed interest in increasing awards for those entities able to utilize additional funding. We have identified additional training and equipment needs that could be met to enhance our current project with these deobligated funds. Incorporating this new funding with salary savings, that were incurred due to the fact the award notifications came out well after the project period began, we will be able to expend the full \$64,599 of original award, plus an additional \$25,250, to further streamline and strengthen our internal and fact finding processes.

The purchase of a Secure Digital Forensic Imaging (SDFI) Telemedicine System would enhance the documentation needed for effective prosecution of the types of violence against women cases that are being addressed with this VAWA-ARRA project. The County Attorney's Office has 3,500 cases in the categories relating to victims of domestic violence, sexual assault, stalking and acquaintance/dating violence filed each year. This system would complement the existing efforts of both the Sheriff's Office and the Prosecutors Offices by providing an extremely high resolution digital camera, encryption software and non-destructive image management software which will allow trained personnel to capture digital evidence that is encrypted and secured to meet levels required by both HIPPA and evidentiary court standards.

While this system is portable and able to be taken into the field, the intent is to utilize it for documentation of external injuries that might be later in emerging, thus capturing additional digital evidence that might otherwise not have been available to strengthen prosecution cases. It will be used only by a very limited number of trained staff and will be stringently regulated and secured.

This system is currently in use at the Center for Child Protection here in Travis County, as well as other agencies across Texas, including Williamson County, Harris County, Scott & White Hospital, and UT Galveston Medical Branch.

This grant expires on June 30, 2011, and given the short timeline on this project, TCSO personnel have already met with Purchasing and ITS staff to ensure that we can accomplish the tasks necessary before the grant period expires. CJD personnel have expressed support of this enhancement of our existing project and have requested that we submit a budget amendment request through their e-grants system; therefore we come to you requesting the Commissioners Court authorize us to proceed with this amendment request to increase our funding by an additional \$22,250. This will provide for the SDFI Telemedicine System purchase and a digital camera. As mentioned earlier, we will also be requesting that the State approve a budget adjustment to move some of the currently awarded surplus personnel money into training and operating supplies in order to fully expend our project funds.

There is no County match requirement or County requirement after termination of the grant, and this grant enhances existing programs in the County Attorney's and Sheriff's Offices. Thank you each in advance for your attention to this matter and your continued commitment to making Travis County a safer place for women. If you have questions, please don't hesitate to contact me at 854-7508.

xc: Ellen Heath, County Auditor's Office
Jim Connolly, County Attorney's Office
Katie Peterson, Planning & Budget Office
Travis Gatlin, Planning & Budget Office
Mack Martinez, County Attorney's Office



Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Heather Blalock, Auditor's Office, 854-8824

Elected/Appointed Official/Dept. Head: Susan Spataro, Travis County Auditor

Sponsors: Commissioner Davis, Commissioner Huber

AGENDA LANGUAGE:

Receive Fiscal Year 2009 financial audit reports for Emergency Services Districts Nos. 10 and 12.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments

STAFF RECOMMENDATIONS:

Please approve

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

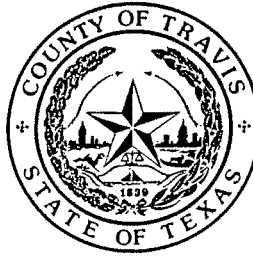
None

REQUIRED AUTHORIZATIONS:

Auditor's Office	Nicki Riley	Pending	05/03/2011 3:34 PM
Auditor's Office		Pending	05/03/2011 3:34 PM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
Commissioner Precinct 1 Office	Ron Davis	Pending	05/03/2011 3:34 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court

From: Nicki Riley, Chief Assistant County Auditor

A handwritten signature in black ink, appearing to be "NR", is written over the name Nicki Riley.

Date: April 27, 2011

Re: ESD Audit Reports

Texas Health and Safety Code Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners' Court by June 1 of each year. The following ESDs have submitted their audited financial statements to the County for fiscal year 2009, a copy of which is attached. We have reviewed the audit reports and are placing them on the agenda to be formally received by the Commissioners' Court. We have included an agenda request for the reports listed below.

<u>Emergency Services District</u>	<u>Precinct</u>	<u>Fiscal Year</u>
No. 10	3	2009
No. 12	1	2009

Additional Information

The audit report for ESD No. 10 for the year ended December 31, 2009, expressed the opinion that the financial statements were fairly presented. However, our review of the financial statements revealed several issues with the presentation (e.g., balance discrepancies and inappropriate formatting and reporting). These issues have been discussed with John Jackson and Todd Crickmer, Board President and Board Treasurer for ESD No. 10, respectively. They are aware that there are issues with the report and are taking corrective measures to resolve them.

The audit report for ESD No. 12 for the year ended December 31, 2009, expressed a disclaimer of opinion due to a scope limitation because of inadequate accounting records. We have discussed this with Jesse Arellano, Board President, who is aware of the report and is taking steps to resolve the issue. He indicated it may be 2011 before the accounting records will be sufficient to obtain a clean audit report.

I have already informed both Commissioners Huber and Davis about the issues with their respective ESDs. Please do not hesitate to call me at ext. 49125 if you have any questions.

RECEIVED

2010 SEP 16 AM 8:26

TRAVIS COUNTY
AUDITORS OFFICE

TRAVIS COUNTY
EMERGENCY SERVICES DISTRICT # 10
REPORT ON EXAMINATION
DECEMBER 31, 2009

STEPHEN M. TILSON, PC

P.O. Box 93053, Austin, Texas 78709-3053
Phone 512.264.3006 • Fax 888.319.6766 • steve@tilsoncpa.com

INDEPENDENT AUDITORS' REPORT

Commissioners
Travis County Emergency Services District # 10
Austin, Texas

We have audited the Statement of Net Assets and Governmental Fund Balance Sheet of Travis County Emergency Services District # 10 (TCESD # 10) as of December 31, 2009 and the Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Net Assets for the year then ended. All information included in these financial statements is the responsibility of TCESD # 10's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TCESD # 10 as of December 31, 2009, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis on page three is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We applied certain limited procedures, which consisted principally of inquires of management regarding the methods of measurement and representation of the required supplementary information. However we did not audit the information and express no opinion on it.

Stephen M. Tilson, PC

September 13, 2010

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10

Management's Discussion and Analysis

Our discussion and analysis of TCESD # 10's financial performance provides an overview of the district's financial activities for the fiscal year ended December 31, 2009. Please review this discussion and analysis in conjunction with the district's basic financial statements which begin on page 4.

Property tax revenue in 2009 totaled approximately \$1,316,494 an increase of \$171,429, or 15% over 2008 property tax revenue of approximately \$1,145,065. The tax rate was \$.10 per \$100 valuation in both 2009 and 2008.

CE-BAR Volunteer Fire Department total expenses in 2009 funded by TCESD # 10 were \$961,000 as compared to expenses funded in 2008 of \$920,000 for an increase of 4%.

TCESD # 10's excess of revenues over expenditures for 2009 was \$87,451 as compared to 2008 when revenues exceeded expenditures by \$48,252. This resulted in an increase of \$39,199 from 2008 to 2009.

The unrestricted net assets of TCESD # 10 at December 31, 2009 totaled \$1,687,912 as compared to \$1,600,462 at December 31, 2008. This resulted in an increase in unrestricted net assets of \$87,451 during 2009.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10
STATEMENT OF NET ASSETS and
GOVERNMENTAL FUNDS BALANCE SHEET
December 31, 2009

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash - Compass	\$ 661,288	\$ 661,288	\$ -	\$ 661,288
Accounts receivable - current year	610,727	610,727	-	610,727
Accounts receivable - prior year	14,156	14,156	-	14,156
Advances - CE-BAR VFD	50,000	50,000	-	50,000
Capital assets - net of accumulated depreciation			1,694,848	1,694,848
Total Assets	1,336,171	1,336,171	1,694,848	3,031,019
LIABILITIES				
Lease payable - Fire Station	\$ -	\$ -	\$ 841,831	\$ 841,831
Lease payable - Engine 1	-	-	167,936	167,936
Lease payable - Engine 2	-	-	153,856	153,856
Lease payable - tanker	-	-	84,889	84,889
Lease payable - brush truck	-	-	94,595	94,595
Total Liabilities	-	-	1,343,106	1,343,106
NET ASSETS				
Unrestricted net assets	\$ 1,600,462	\$ 1,600,462		\$ 1,600,462
Invested in capital assets, net of debt	-	-	\$ 351,741	351,741
Interfund Transfers	(264,291)	(264,291)	-	(264,291)
Total Net Assets	1,336,171	1,336,171	351,741	1,687,912
Total Liabilities & Net Assets	1,336,171	1,336,171	1,694,848	3,031,019

The accompanying are an integral part of these financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES,
EXPENDITURES AND CHANGES IN NET ASSETS
December 31, 2009

	General Fund	Total	Adjustments	Statement of Net Assets
REVENUES				
Property tax - current year	\$ 1,316,494	\$ 1,316,494	\$ -	\$ 1,316,494
Property tax - prior years	2,345	2,345	-	2,345
Grant income	3,547	3,547	-	3,547
Other income	18	18	-	18
Interest income	4,941	4,941	-	4,941
Total revenues	<u>\$ 1,327,345</u>	<u>\$ 1,327,345</u>	<u>\$ -</u>	<u>\$ 1,327,345</u>
EXPENDITURES				
Accounting	\$ 1,400	\$ 1,400	\$ -	\$ 1,400
Tax collection fees	3,523	3,523	-	3,523
Appraisal District fees	6,813	6,813	-	6,813
Contract funding - CE-BAR VFD	961,000	961,000	-	961,000
Interest	62,191	62,191	-	62,191
Miscellaneous expense	100	100	-	100
Depreciation	-	-	203,734	203,734
Meeting expense	157	157	-	157
Small equipment purchases	977	977	-	977
Total expenditures	<u>\$ 1,036,160</u>	<u>\$ 1,036,160</u>	<u>\$ 203,734</u>	<u>\$ 1,239,894</u>
Excess of revenues over expenditures	\$ 291,185	\$ 291,185	\$ (203,734)	\$ 87,451
Change in net assets				\$ 87,451
NET ASSETS				
Beginning of year	\$ 1,600,462	\$ 1,600,462	\$ -	\$ 1,600,462
End of year	<u>\$ 1,891,647</u>	<u>\$ 1,891,647</u>	<u>\$ (203,734)</u>	<u>\$ 1,687,913</u>

The accompanying notes are an integral part of these financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10 NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Travis County Emergency Services District #8 (TCESD # 10) is a governmental unit that collects property taxes from the citizens of Travis County and disburses funds to CE-BAR Volunteer Fire Department (a non-profit corporation).

Creation and Purpose of TCESD # 10

TCESD # 10 was created to provide fire fighting services as well as emergency medical response services to a particular geographic portion of western Travis County. Funding for TCESD # 10 is through the collection of property taxes billed annually in October. Collected taxes are remitted to TCESD # 10 by Nelda Wells Spears, Travis County Tax Assessor Collector. The property tax rate for TCESD # 10 in 2009 was \$.10 per \$100 valuation of property.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Assets and the Statement of Activities) report information on all of the non-fiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. Direct expenses are those that are clearly identifiable with a specific function. Revenues include tax distributions from the Travis County Appraisal District and interest earned on cash held in an account at Compass Bank. TCESD # 10 has one fund, the general fund, to account for the acquisition, use and balances of the government's expendable financial resources and the related current liabilities.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
NOTES TO FINANCIAL STATEMENTS
(continued)

revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred under the accrual basis accounting.

Interest associated with the current fiscal period is considered susceptible to accrual and so has been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

TCESD # 10 only utilizes governmental funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as net assets.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of TCESD # 10, all activities of the district and the balance is available to TCESD # 10 for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of TCESD # 10. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

TCESD # 10 uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the accrual basis of accounting when the related liability is incurred.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
NOTES TO FINANCIAL STATEMENTS
(continued)

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property tax receivables will ultimately be collected. Based on taxpayer protests and appraisal district adjustments, the date of collection as well as the ultimate amount to be collected is indefinite.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Income Taxes

According to Revenue Procedure 95-48, TCESD # 10 is not required to file annual information returns due to its governmental unit status that derives its support principally from the collection of property taxes.

2. TAX ASSESSMENT

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed by the Travis County Central Appraisal District and are collected by the Travis County Tax Office.

3. RELATED PARTIES

TCESD # 10 executed a Services Agreement with CE-BAR Volunteer Fire Department in July 2000. The agreement is effective for a period of ten years. TCESD # 10 agreed to fund the operations of CE-BAR Volunteer Fire Department quarterly, as funds are available, based on a budget for CE-BAR Volunteer Fire Department that is approved by TCESD # 10. In exchange for the funding provided by TCESD # 10, CE-BAR Volunteer Fire Department agreed to provide emergency services including fire fighting and first responder assistance to the geographic area served by TCESD # 10. TCESD # 10 funded CE-BAR Volunteer Fire Department \$961,000 for the fiscal year ended December 31, 2009.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
NOTES TO FINANCIAL STATEMENTS
(continued)

4. FIXED ASSETS

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or fair market value at the date of acquisition and are depreciated using the straight line method of depreciation over the estimated useful lives of the assets. Assets reported on the financial statements at December 31, 2009 are as follows:

	December 31, 2009	Estimated Useful Lives
Land	\$144,024	
Fire Station	1,215,400	40 years
Communications	55,169	10 years
Station Equipment	170,722	10 years
Firefighting Equipment	231,780	10 years
Furniture & Fixtures	60,167	10 years
Vehicles & Engines	1,449,749	10 years
Accumulated Depreciation	<u>(1,632,163)</u>	
	<u>\$1,694,848</u>	

5. FIRE STATION LEASE

TCESD #10 entered into a lease-purchase agreement in the original amount of \$1,344,024 with Government Capital Corporation to finance the construction of a fire station located on 3.3 acres of land at 353 Commons Ford Road in Austin, Texas. TCESD #10 refinanced the original lease in the first quarter of 2004. The new lease agreement carries an interest rate of approximately 4.90% and contains a purchase option. Title to the fire station passes to TCESD #10 upon the exercise of the purchase option and the district bears the risk of loss, theft, damage or destruction of any of the property under the lease.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
NOTES TO FINANCIAL STATEMENTS
(continued)

The following is a schedule of future minimum lease payments required under the lease-purchase agreement:

Year ended December 31, 2010	\$71,312
Year ended December 31, 2011	74,875
Year ended December 31, 2012	78,611
Year ended December 31, 2013	82,535
Year ended December 31, 2014	86,676
Thereafter	<u>447,822</u>
	<u>\$ 841,831</u>

6. ENGINE 1 LEASE

TCESD #10 acquired a new 1250 custom pumper from Ferrara Fire Apparatus, Inc. for \$334,206 through the Houston Area Council Co-operative and financed the purchase price with a lease through Frost Bank. The lease agreement carries an interest rate of approximately 4.25% and contains a purchase option. Title to Engine 1 passes to TCESD #10 upon the exercise of the purchase option and the district bears the risk of loss, theft, damage or destruction of Engine 1.

The following is a schedule of future minimum lease payments required under the lease-purchase agreement for Engine 1:

Year ended December 31, 2010	\$34,608
Year ended December 31, 2011	36,103
Year ended December 31, 2012	37,661
Year ended December 31, 2013	39,288
Year ended December 31, 2014	<u>20,276</u>
	<u>\$167,936</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
NOTES TO FINANCIAL STATEMENTS
(continued)

7. ENGINE 2 LEASE

TCESD #10 refinanced Engine 2 (2001 Ferrara H-1001 truck) through Frost Bank during the first quarter of 2004. The lease agreement carries an interest rate of approximately 3.93% and contains a purchase option. Title to Engine 2 passes to WCESD #10 upon the exercise of the purchase option and the district bears the risk of loss, theft, damage or destruction of Engine 2.

The following is a schedule of future minimum lease payments required under the lease-purchase agreement for Engine 2:

Year ended December 31, 2010	\$33,934
Year ended December 31, 2011	35,288
Year ended December 31, 2012	36,697
Year ended December 31, 2013	38,161
Year ended December 31, 2014	<u>9,776</u>
	<u>\$153,856</u>

8. TANKER LEASE

TCESD #10 acquired a new tanker in January 2005 and financed the acquisition with a lease through Frost National Bank. The lease agreement carries an interest rate of approximately 3.93% and contains a purchase option. Title to the new tanker passes to WCESD #10 upon the exercise of the purchase option and the district bears the risk of loss, theft, damage or destruction of the tanker.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
NOTES TO FINANCIAL STATEMENTS
(continued)

The following is a schedule of future minimum lease payments required under the lease-purchase agreement for the new tanker:

Year ended December 31, 2010	\$15,420
Year ended December 31, 2011	16,183
Year ended December 31, 2012	16,984
Year ended December 31, 2013	17,824
Year ended December 31, 2014	<u>18,478</u>
	<u>\$ 84,889</u>

9. BRUSH TRUCK LEASE

TCESD #10 acquired a brush truck during 2008 at a total cost of \$175,000. A portion of the costs of the brush truck, \$54,000, was paid through a grant from the Texas Forest Service. The balance, \$116,000 was financed through Frost Leasing. The lease agreement carries an interest rate of approximately 4.94% and contains a purchase option. Title to the brush truck passes to WCESD #10 upon the exercise of the purchase option and the district bears the risk of loss, theft, damage or destruction of the equipment financed under this lease.

The following is a schedule of future minimum lease payments required under the lease-purchase agreement for Engine 2:

Year ended December 31, 2010	\$10,540
Year ended December 31, 2011	11,070
Year ended December 31, 2012	11,627
Year ended December 31, 2013	12,212
Year ended December 31, 2014	12,810
Thereafter	<u>36,336</u>
	<u>\$ 94,595</u>

REQUIRED SUPPLEMENTAL INFORMATION

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT # 10
BUDGET VS. ACTUAL
December 31, 2009

	Actual	Budget	Variance
REVENUES			
Property tax - current year	\$ 1,316,494	\$ 1,134,726	\$ 181,768
Property tax - prior years	2,345	-	2,345
Grant income	3,547	-	3,547
ESD # 9 agreement	-	140,000	(140,000)
Other income	18	1,742	(1,724)
Interest income	4,941	12,230	(7,289)
Total revenues	<u>\$ 1,327,345</u>	<u>\$ 1,288,698</u>	<u>\$ 38,647</u>
EXPENDITURES			
Accounting	\$ 1,400	\$ 1,200	\$ (200)
Tax collection fees	3,523	3,400	(123)
Appraisal District fees	6,813	5,820	(993)
Contract funding - CE-BAR VFD	961,000	920,000	(41,000)
Interest	62,191	232,140	169,949
Miscellaneous expense	100	3,900	3,800
Depreciation	203,734	-	(203,734)
Meeting expense	157	-	(157)
Small equipment purchases	977	-	(977)
Total expenditures	<u>\$ 1,239,894</u>	<u>\$ 1,166,460</u>	<u>\$ (73,434)</u>
Excess of revenues over expenditures	<u>\$ 87,451</u>	<u>\$ 122,238</u>	<u>\$ (34,787)</u>

Budgeted interest of \$232,140 includes 100% of the lease payments due in 2009.

The principal reduction from each lease payment is included in the \$232,140.

Actual 2009 expense of \$62,191 includes only the interest expense. The principal portion of the lease payments reduce the lease liabilities on the balance sheet.

TCESD # 10 does not budget depreciation expense.

TRAVIS COUNTY
EMERGENCY SERVICES DISTRICT NO. 12
ANNUAL FINANCIAL STATEMENTS WITH OTHER
SUPPLEMENTAL INFORMATION
AND INDEPENDENT AUDITORS' REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2009

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TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

TABLE OF CONTENTS

Independent Auditors' Report.....	1
Required Supplementary Information:	
Management's Discussion and Analysis.....	2-9
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Assets	10
Statement of Activities	11
Fund Financial Statements:	
Balance Sheet - Governmental Funds	12
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Assets	13
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds.....	14
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities.....	15
Notes to Basic Financial Statements	16-28
Required Supplementary Information:	
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund.....	29

JOHN F. LEWIS, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

3613 WILLIAMS DRIVE, SUITE 501
GEORGETOWN, TX 78628

LOCAL (512) 863-5720
AUSTIN METRO 931-2801
FAX (512) 863-5170
www.johnlewiscpa.com

Independent Auditors' Report

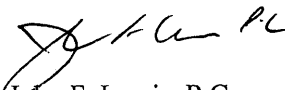
To the Board of Commissioners
Travis County Emergency Services District No. 12
Manor, Texas

We were engaged to audit the accompanying basic financial statements of the governmental activities and each major fund of Travis County Emergency Services District No. 12 (The District) as of and for the year ended September 30, 2009, which collectively comprise the District's basic financial statements, as listed in the table of contents. These financial statements are the responsibility of the District's management.

The District did not maintain adequate accounting records to provide sufficient information for the preparation of the basic financial statements which is considered to be a material scope limitation.

Because of the significance of the matters discussed in the preceding paragraph, the scope of our work was not sufficient to enable us to express, and we do not express, an opinion of the financial statements referred to in the first paragraph.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 2 through 9 and 29 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.


John F. Lewis, P.C.
Georgetown, Texas

February 14, 2011

Required Supplementary Information

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

As management of the Travis County Emergency Services District No. 12 (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the year ended September 30, 2009. We encourage readers to consider the information presented here in conjunction with the District's basic financial statements, which begin on page 10 of this report.

FINANCIAL HIGHLIGHTS

- The District's general fund had expenditures of \$1,261,203, revenues of \$1,054,605 and other financing sources of \$1,018,000 for the year ended September 30, 2009.
- As of September 30, 2009, unreserved and undesignated fund balance for the General Fund was \$95,384.
- The District had total net assets of \$544,535 at September 30, 2009. Of this amount, \$127,277 is invested in capital assets and \$417,258 is unrestricted and may be used to meet the District's ongoing obligations.
- The District had cash and cash equivalents of \$1,153,718 at September 30, 2009. Of this amount, \$831,294 was held in escrow for construction projects.
- The District's debt obligations consisted of capital leases totaling \$537,941 and notes payable totaling \$1,047,048 outstanding as of September 30, 2009.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements which have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to these basic financial statements.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to private-sector business.

The *statement of net assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as *net assets*. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or declining.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

Government-wide financial statements (Continued)

The *statement of activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, the accrual basis of accounting is used, which is similar to the accounting used by most private-sector companies. Some revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. One such example is earned but unused vacation leave, which is expensed at the time it is accrued, but the cash flow occurs at the time the leave is taken.

In the Statement of Net Assets, we present the District as one type of fund:

Governmental - Most of the District's activities are reported here.

The government-wide financial statements may be found on pages 10-11 of this report.

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS

The fund financial statements found on pages 12 and 14 and provide detailed information about the most significant funds, *not the District as a whole*. A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are included in one category: governmental funds. Some funds are required to be established by State law and by bond covenants; currently, the only fund required is the general fund. As the District ventures further into securing bonded debt on future endeavors it may be necessary to establish other funds.

Governmental fund

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can readily be converted to cash.

The governmental fund statements provide a detailed short-term view of the District's general government operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in reconciliations found on pages 13 and 15.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS (Continued)

Governmental Fund (Continued)

Each year the District adopts a budget for its General Fund. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with this budget. This information can be found on page 29 of this report.

Notes to the financial statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-28 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted previously, net assets may serve over time as a useful indicator of a government's financial position. A portion of the District's net assets (23%) represents its investment in capital assets (e.g. land, vehicles, furniture and equipment, computers, construction in progress and other capitalized costs), net of related debt. The district used these capital assets to provide services to citizens in the area served by the District. Consequently, they are not available for future spending.

The remaining balance of the District's net assets (77%) represents the unrestricted financial resources available for future operations.

Travis County Emergency Services District No. 12 Summary Statement of Net Assets

	<u>9/30/2009</u>	<u>9/30/2008</u>
<u>Assets:</u>		
Current assets	\$ 387,909	\$ 405,058
Restricted cash and cash equivalents	831,294	-
Capital assets, net of accumulated depreciation	<u>1,040,960</u>	<u>929,302</u>
Total assets	<u>2,260,163</u>	<u>1,334,360</u>
<u>Liabilities:</u>		
Current liabilities	262,151	175,078
Long-term liabilities	<u>1,453,477</u>	<u>600,516</u>
Total liabilities	<u>1,715,628</u>	<u>775,594</u>
<u>Net Assets:</u>		
Invested in capital assets, net of related debt	127,277	180,885
Unrestricted	<u>417,258</u>	<u>377,881</u>
Total net assets	<u>\$ 544,535</u>	<u>\$ 558,766</u>

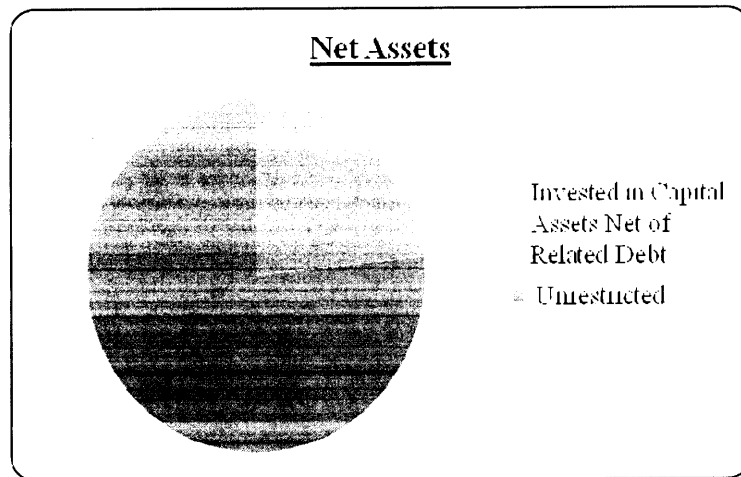
Details of this information can be found on page 10 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

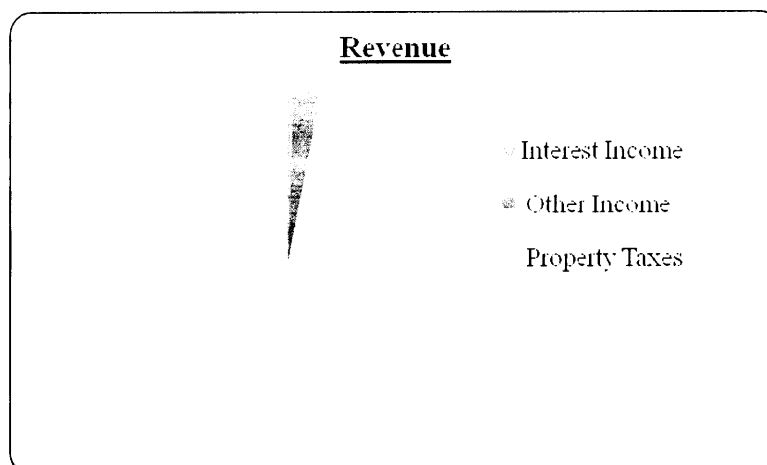
GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following chart shows the distribution of net assets between invested in capital assets, net of related debt and unrestricted:



Revenues for the District's governmental activities were \$1,048,890 while total expenses were \$1,063,121. The excess of expenditures over revenues was (\$14,231). The District receives the majority of its revenue from property taxes collected by Travis County and remitted to the District.

The following chart presents the different sources of revenue recorded by the District during fiscal year 2009:



TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12**Management's Discussion and Analysis
September 30, 2009****GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)****Travis County Emergency Services District No. 12
Summary Statement of Changes in Net Assets**

	<u>9/30/2009</u>	<u>9/30/2008</u>
<u>Revenues:</u>		
Program revenues	\$ 4,321	\$ 10,359
General revenues		
Property taxes	1,012,850	942,792
Interest income	4,708	16,038
Other income	<u>27,011</u>	<u>52,614</u>
Total revenues	<u>1,048,890</u>	<u>1,021,803</u>
<u>Expenses:</u>		
Program expenses		
General government	1,029,849	954,023
Interest on long-term debt	<u>33,272</u>	<u>37,710</u>
Total expenses	<u>1,063,121</u>	<u>991,733</u>
Increase (decrease) in net assets	(14,231)	30,070
Net assets, beginning of the year	<u>558,766</u>	<u>528,696</u>
Net assets, end of the year	<u>\$ 544,535</u>	<u>\$ 558,766</u>

Details of this information can be found on page 11 of this report.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds - The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of resources available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (Continued)

The General Fund is the chief operating fund of the District. As of September 30, 2009, the unreserved, undesignated fund balance of the General Fund was \$95,384. As a measure of the General Fund's liquidity, it may be useful to compare unreserved fund balance to total fund expenditures. Unreserved fund balance represents 20% of total General Fund expenditures.

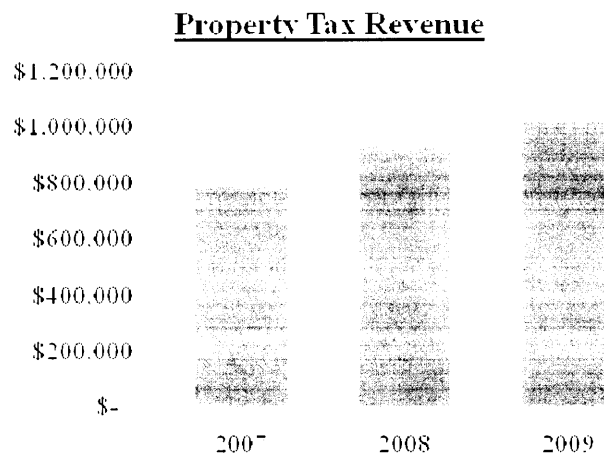
Revenues for the District's governmental funds were \$1,054,605 while total expenditures were \$1,261,203. The excess of expenditures over revenues was (\$206,598). The District also had cash inflows from other financing sources of \$1,018,000, consisting of proceeds from long-term debt and proceeds from the sale of a capital asset. The net change in the general fund balance was \$811,402.

Below is an analysis of significant account balances:

- Property tax revenue increased by \$91,759 due to increased valuation of property in the area.
- Capital outlay increased by \$69,437 due to a construction project started during the year to add to and renovate an existing fire station.
- Personnel expenditures increased by \$83,350 in part due to hiring new employees.

Details of this information can be found on pages 12 and 14 of this report.

The following chart shows property tax revenue for the past three years:



Property tax revenue increased by 19% from 2007 to 2008 and by 10% from 2008 to 2009.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

GENERAL FUND BUDGETARY HIGHLIGHTS

There were no differences between the District's original budget at the beginning of the fiscal year and the final budget as of September 30, 2009. The District's expenditures were \$44,206 more than budgeted. There were several categories that were over budget due to unexpected costs and unrealized revenue.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of September 30, 2009, the District had \$1,040,960 invested in capital assets for its governmental activities (net of accumulated depreciation). This investment in capital assets includes land, vehicles, equipment and construction in progress. The total net increase in the District's investment in capital assets for the fiscal year ended September 30, 2009 was \$111,658, mostly due to the construction of an addition to and remodel of an existing fire station.

The following chart presents a comparative summary of the District's investments in capital assets for fiscal years 2008 and 2009.

Summary of Capital Assets (net of depreciation)

	<u>2009</u>	<u>2008</u>
Land	\$ 11,789	\$ 11,789
Vehicles	959,944	992,778
Furniture and equipment	152,384	152,384
Construction in progress	320,538	114,046
Less: accumulated depreciation	<u>403,695</u>	<u>341,695</u>
Total Capital Assets	<u>\$ 1,040,960</u>	<u>\$ 929,302</u>

Debt Administration

As of September 30, 2009, the District had capital lease obligations outstanding and notes payable in the amount of \$1,584,989.

On February 25, 2009, the District obtained a \$1,000,000 note from a bank to finance the remodel of and addition to an existing fire station. The funds are held in escrow by the bank and disbursed as needed for construction.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12

Management's Discussion and Analysis September 30, 2009

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The District's appointed officials consider many factors when setting the fiscal budget, tax rates, and necessary expenses to be incurred in the next fiscal year's activities. The District's budgetary growth has mirrored its residential growth and economy. The District's commissioners approved a resolution to set the ad valorem tax rate to \$.10 per \$100.00 valuation of the appraised property within the boundaries of the District for the next year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our taxpayers and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District at:

Travis County Emergency Services District # 12
Attn: Treasurer
P.O. Box 846
Manor, Texas 78653

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2009

ASSETS

Current Assets

Cash and cash equivalents	\$ 322,424
Property taxes receivable, net of allowance of \$4,622	<u>65,485</u>
Total Current Assets	<u>387,909</u>

Noncurrent Assets

Restricted cash and cash equivalents	831,294
Capital assets, net of accumulated depreciation	<u>1,040,960</u>
Total Noncurrent Assets	<u>1,872,254</u>

TOTAL ASSETS	<u><u>\$ 2,260,163</u></u>
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LIABILITIES

Current Liabilities

Accounts payable and accrued expenses	\$ 103,517
Notes and capital leases payable, current portion	<u>158,634</u>
Total Current Liabilities	<u>262,151</u>

Noncurrent Liabilities

Notes and capital leases payable	1,426,355
Compensated absences	<u>27,122</u>
Total Noncurrent Liabilities	<u>1,453,477</u>

TOTAL LIABILITIES	<u>1,715,628</u>
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NET ASSETS

Invested in capital assets, net of related debt	127,277
Unrestricted	<u>417,258</u>

TOTAL NET ASSETS	<u><u>\$ 544,535</u></u>
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See independent auditors' report and notes to basic financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2009

	<u>Expenses</u>			<u>Program Revenues</u>	<u>Net (Expenses) Revenue and Changes in Net Assets</u>
<u>Functions/Programs</u>	<u>Expenses</u>	<u>Administration Allocation</u>	<u>Expenses After Allocation of Administration</u>	<u>Charges for Services</u>	<u>Governmental Activities</u>
Governmental Activities:					
Fire fighting	\$ 986,172	\$ 43,677	\$ 1,029,849	\$ 4,321	\$ (1,025,528)
Administration	43,677	(43,677)	-	-	-
Interest on long-term debt	<u>33,272</u>	<u>-</u>	<u>33,272</u>	<u>-</u>	<u>(33,272)</u>
Total Governmental Activities	<u>\$ 1,063,121</u>	<u>\$ -</u>	<u>\$ 1,063,121</u>	<u>\$ 4,321</u>	<u>(1,058,800)</u>
General revenues:					
Property taxes					1,012,850
Interest income					4,708
Other					<u>27,011</u>
Total general revenues					<u>1,044,569</u>
Change in net assets					(14,231)
Net assets, beginning of the year					<u>558,766</u>
Net assets, end of the year					<u>\$ 544,535</u>

See independent auditors' report and notes to basic financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2009

	<u>GENERAL FUND</u>
ASSETS	
Cash and cash equivalents	\$ 1,153,718
Property taxes receivable, net of allowance of \$4,622	<u>65,485</u>
TOTAL ASSETS	<u>\$ 1,219,203</u>
LIABILITIES	
Accounts payable and accrued expenses	\$ 67,087
Deferred income	<u>65,485</u>
TOTAL LIABILITIES	<u>132,572</u>
FUND BALANCE	
Unreserved	
Designated for building	159,953
Designated for capital projects	831,294
Undesignated	<u>95,384</u>
TOTAL FUND BALANCE	<u>1,086,631</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 1,219,203</u>

See independent auditors' report and notes to basic financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
 TO THE STATEMENT OF NET ASSETS
 SEPTEMBER 30, 2009

Total Governmental Fund Balance	\$ 1,086,631
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Amounts reported for *governmental activities* in the statement of net assets are different because:

Long-term liabilities, including compensated absences, notes and capital leases payable, and related interest payable are not considered due and payable in the current period and therefore are not reported in the funds.	1,648,541
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Other long-term assets (receivables) are not available to pay current-period expenditures and, therefore, are not deferred in the funds.	65,485
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Capital assets of \$1,444,655, net of accumulated depreciation of \$403,695, are not financial resources, and, therefore are not reported in the funds. See Note 4 in the notes to the basic financial statements for additional detail.	<div style="border-top: 1px solid black; display: inline-block;">1,040,960</div>
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Net Assets of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block;">\$ 544,535</div>
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See independent auditors' report and notes to basic financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
 IN FUND BALANCE - GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2009

	<u>GENERAL FUND</u>
Revenues	
Property taxes, including penalties and interest	\$ 1,022,610
Insurance billing income	4,321
Interest income	4,708
Other	<u>22,966</u>
Total Revenues	<u>1,054,605</u>
Expenditures	
Current	
General and administrative	43,677
Public safety	893,249
Capital outlay	170,061
Debt service	
Principal	120,944
Interest	<u>33,272</u>
Total Expenditures	<u>1,261,203</u>
Excess of Revenues over Expenditures	(206,598)
Other Financing Sources (Uses)	
Proceeds from issuance of long-term debt	1,000,000
Proceeds from sale of capital asset	<u>18,000</u>
Total Other Financing Sources (Uses)	<u>1,018,000</u>
Net Change in Fund Balance	811,402
Fund Balance, beginning of the year	<u>275,229</u>
Fund Balance, end of the year	<u><u>\$ 1,086,631</u></u>

See independent auditors' report and notes to basic financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
 BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2009

Net Change in Fund Balance	\$ 811,402
Amounts reported for <i>governmental activities</i> in the statement of activities are different because:	
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the governmental funds.	(9,760)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds.	(12,045)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay of \$170,061 exceeded depreciation expense of \$80,879 in the current period.	89,182
Repayment of debt principal is an expenditure in the governmental funds, but the repayment of debt reduces long-term liabilities in the Statement of Net Assets. This is the amount of debt principal re-payment in the current period.	120,944
The issuance of long-term debt as an other financing source in the governmental funds, but increases long-term liabilities in the Statement of Net Assets. This is the amount of long-term debt issued during the current period.	(1,000,000)
Governmental funds report proceeds from the sale of capital assets as an other financing source. However, in the Statement of Activities, the proceeds are netted against the net book value of the asset to record a gain or loss. This is the amount by which proceeds from the sale of capital assets of \$18,000 exceeded the gain on sale of \$4,046 in the current period.	<u>(13,954)</u>
Change in Net Assets of Governmental Activities	<u><u>\$ (14,231)</u></u>

See independent auditors' report and notes to basic financial statements

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The District complies with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. In the government-wide financial statements, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, have been applied unless those pronouncements conflict with GASB pronouncements, in which case, GASB prevails. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this Note.

As a local government, the District is not subject to federal taxes under the Internal Revenue Code. Furthermore, it is not subject to state sales tax.

Financial Reporting Entity

Travis County Emergency Services District No. 12 (the "District") was created by order of the Travis County Commissioners Court following a conversion election, which was held on May 18, 1996. A majority voted in the election Travis County Fire Control District No. 9 to the Emergency Services District. The District operates under Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is operated by a five member Board of Commissioners who are appointed by the Travis County Commissioners Court. The District provides emergency services to residents of the District.

The District does not meet the criteria for inclusion as a component unit of any entity, nor does any entity meet the criteria for inclusion as a component unit of the District.

Basis of Presentation

Government-Wide Financial Statements

The government-wide financial statements include the Statement of Net Assets and the Statement of Activities. These statements report financial information for the District as a whole. Governmental activities generally are financed through intergovernmental and non-exchange revenues. The District currently does not have any business-type activities.

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary and fiduciary.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Presentation (Continued)

A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

- A. Total assets, liabilities, revenues or expenditures/expenses of that individual governmental fund or enterprise fund are at least 10 percent of the corresponding total for all funds of that category type; and
- B. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The funds of the financial reporting entity are described below:

Governmental Funds

General Fund - The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

Measurement Focus

In the fund financial statements, the “current financial resources” measurement focus or the “economic resources” measurement focus is used as appropriate:

- A. All government funds utilize a “current financial resources” measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available financial resources during a given period. These funds use fund balance as their measure of available financial resources at the end of the period.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus and Basis of Accounting (Continued)

Basis of Accounting

In the government-wide Statement of Net Assets and Statement of Activities, the governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred.

Property tax revenues associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

When both restricted and unrestricted resources are available for use, it is the District’s policy to use restricted resources first, and then unrestricted resources as needed.

Allocation of Administration Expenses

The District allocates indirect expenses primarily comprised of central governmental services to operating functions and programs benefiting from those services. Central services include District management, accounting, financial reporting, payroll, procurement contracting and oversight, cash management, personnel services, and other administrative services. These charges are separately reported in the Statement of Activities.

Assets, Liabilities, and Equity

Cash

The District considers cash and cash equivalents to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Cash deposits and investments are reported at their carrying amount, which reasonably estimates fair value.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, and Equity (Continued)

Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Property taxes are the District's only major receivable.

Capital Assets

All capital assets are valued at historical cost or estimated historical cost if actual is unavailable, except for donated capital assets, which are recorded at their estimated fair value at the date of donation.

The District currently maintains a policy of capitalizing all items that meet or exceed \$1,000 individually. All items that meet this policy are capitalized in their respective fund. Those items that do not meet the capitalization requirements are expensed accordingly.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Assets. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Property, plant, and equipment of the primary government are depreciated using the straight line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
New fire trucks	20 years
Used vehicles	10 years
Equipment	5 years

Fund Financial Statements

In the fund financial statements, capital assets used in government fund operations are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

Long-Term Debt

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide of fund financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, and Equity (Continued)

Long-Term Debt (Continued)

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The long-term debt consists of only capital leases.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

Source of Funds

Ad valorem taxes, penalties and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District. Property taxes accounted for approximately 96% of the District's revenue for the year ended September 30, 2009.

Compensated Absences

The District provides vacation benefits to its employees. Vacation can be accumulated by employees of the District. Vacation time can vest in an employee based on the length of service. In accordance with GASB Statement 16, *Accounting for Compensated Absences*, the District accrues its liability for such accumulated unpaid benefits. All vacation pay is accrued with incurred in the government-wide fund financial statement.

Equity Classifications

Government-Wide Statements

Equity is classified as net assets and displayed in three components:

- A. Invested in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation.
- B. Restricted net assets - Consists of net assets with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors or laws of regulations of other governments; or 2) law through constitutional provisions or enabling legislation.
- C. Unrestricted net assets - All other net assets that do not meet the definition of "restricted" or "invested in capital assets."

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Equity Classifications (Continued)

Fund Statements

In the fund financial statements, governmental fund equity is classified as fund balance. Fund balance is further classified as reserved and unreserved.

Revenue, Expenditures and Expenses

Property Taxes

Property taxes are collected by Nelda Wells Spears, Travis County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District was \$.10 for every \$100 of valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a sixty-day period after the close of the District's fiscal year.

Expenditures/Expenses

In the government-wide financial statements, expenses are classified by function.

In the governmental fund financial statements, expenditures are classified by character and function. In the fund financial statements, governmental funds report expenditures of financial resources.

Other

Risk Management

The District is exposed to various risks of loss related to tort; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; professional malpractice; and natural disasters. During the year ended September 30, 2009, the District was covered by insurance for these various risks at a cost it considered to be economically justifiable. There were no claims for the year ended September 30, 2009.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

The District's annual budget for the general fund is utilized by the Board of Commissioners as a management tool for planning and cost control purposes. Annual appropriations lapse at fiscal year end.

NOTE 3 - CASH

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, the District's deposits may not be returned or the District will not be able to recover collateral securities in the possession of an outside party. The District has adopted an investment policy that includes depository and custodial contract provisions. According to this investment policy, depositories must 1) be Federal Deposit Insurance Corporation (FDIC) insured Texas banking institutions; and 2) fully insure or collateralize all demand and time deposits. In addition, securities collateralizing time deposits must be held by independent third party trustees.

The District's deposits and investments are categorized to give an indication of the level of risk assumed by the District at the fiscal year-end. The categories are described below:

Category 1 - Insured or collateralized by securities held by the District or by its agent in the District.

Category 2 - Collateralized with securities held by the pledging institution's trust department or agent in the District's name.

Category 3 - Uncollateralized.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 3 - CASH (Continued)

As of September 30, 2009, the District's carrying amount of cash deposits was \$1,153,718 and the bank balance was \$1,158,121. All cash deposits were categorized as Category 1 deposits as of September 30, 2009.

The District also carries cash of \$309,881 in the Texas Local Government Investment Pool (TexPool). TexPool is a public funds investment pool created by the Treasurer of the State of Texas pursuant to the Interlocal Cooperation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool as custodian and to make investment purchases with the District's funds. Its portfolio consists of U.S. Treasury bills and notes, collateralized certificates of deposit, and repurchase agreements. The District does not own specific, identifiable investment of the pool. The market value is determined by the number of pool shares owned on that day and each share is valued at \$1. Additional information about TexPool can be obtained online at www.texpool.com.

Types of investments:	Fair Value	Cost	Average Credit Rating (1)	Weighted Average Days to Maturity (2)
<u>Investments (Government-wide):</u>				
Investments:				
<i>Governmental Activities</i>				
Major Funds:				
General Fund - TexPool	\$ 159,953	\$ 159,953	AAA	65
General Fund - TexPool	<u>149,928</u>	<u>149,928</u>	AAA	65
Total Investments	<u>\$ 309,881</u>	<u>\$ 309,881</u>		

Restricted Cash and Cash Equivalents

At September 30, 2009, the District had restricted cash and cash equivalents of \$831,294. This represents the amount held in escrow by the District's bank reserved for payments related to the construction and renovation of a fire station.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2009, is as follows:

	Balance 9/30/2008	Additions	Retirements	Balance 9/30/2009
Depreciable Assets				
Vehicles	\$ 992,778	\$ -	\$ (32,834)	\$ 959,944
Furniture and equipment	152,384	-	-	152,384
Total Depreciable Assets	<u>1,145,162</u>	<u>-</u>	<u>(32,834)</u>	<u>1,112,328</u>
Nondepreciable Assets				
Land	11,789	-	-	11,789
Construction in progress	114,046	206,492	-	320,538
Total Nondepreciable Assets	<u>125,835</u>	<u>206,492</u>	<u>-</u>	<u>332,327</u>
Less Accumulated Depreciation:				
Vehicles	(243,998)	(58,677)	-	(302,675)
Furniture and equipment	(97,697)	(22,203)	18,880	(101,020)
Total Accumulated Depreciation	<u>(341,695)</u>	<u>(80,880)</u>	<u>18,880</u>	<u>(403,695)</u>
Total Capital Assets, net	<u>\$ 929,302</u>	<u>\$ 125,612</u>	<u>\$ (13,954)</u>	<u>\$ 1,040,960</u>

NOTE 5 - PROPERTY TAXES

Property taxes attach as an enforceable lien on January 1. They are levied on or about October 1, are due on November 1, and are past due the following February 1. The Travis Central Appraisal District established appraisal values in accordance with requirements of the Texas Legislature. The District levies taxes based upon the appraised values. The Travis County Tax Collector bills and collects the District's property taxes.

The property tax rates, established in accordance with state laws, were based on 100% of the net assessed valuation of real property within the District on the 2008 roll. The assessed value of the 2008 roll, upon which the levy for the 2008-2009 fiscal year was based, was \$1,014,151,841.

The tax rates assessed for the year ended September 30, 2009, to finance General Fund operations was \$.10 per \$100 valuation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 5 - PROPERTY TAXES (Continued)

Property taxes receivable at September 30, 2009, consisted of the following:

Current year levy	\$ 25,129
Prior years' levy	44,978
Less allowance for doubtful accounts	<u>(4,622)</u>
Total property taxes receivable	<u>\$ 65,485</u>

The District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

NOTE 6 - CAPITAL LEASE OBLIGATIONS

The District entered into a capital lease to purchase a Pierce pumper fire truck. The terms are as follows:

Loan Amount:	\$418,000
Maturity Date:	December 15, 2015
Interest Rate:	4.35% per annum
Payment Terms:	Payments are due and payable in annual installments of \$53,348 beginning December 15, 2006 and ending December 15, 2015. The loan is collateralized with the fire truck. The outstanding balance at September 30, 2009 was \$316,098.

The District entered into a capital lease to purchase a Ford Expedition. The terms are as follows:

Loan Amount:	\$40,000
Maturity Date:	July 1, 2009
Interest Rate:	4.45% per annum
Payment Terms:	Payments are due and payable in annual installments of \$9,002 beginning July 1, 2005 and ending July 1, 2009. The loan is collateralized with the vehicle. The outstanding balance at September 30, 2009 was \$0.

The District entered into a capital lease to purchase air packs and compressors. The terms are as follows:

Loan Amount:	\$85,000
Maturity Date:	October 15, 2012
Interest Rate:	4.75% per annum
Payment Terms:	Payments are due and payable in annual installments of \$14,247 beginning October 15, 2006 and ending October 15, 2012. The loan is collateralized with the air packs and compressors. The outstanding balance at September 30, 2009 was \$50,815.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 6 - CAPITAL LEASE OBLIGATIONS (Continued)

The District entered into a capital lease to purchase a 2003 Pierce Custom Contender. The terms are as follows:

Loan Amount:	\$247,846
Maturity Date:	February 25, 2013
Interest Rate:	4.79% per annum
Payment Terms:	Payments are due and payable in annual installments of \$31,771 beginning February 25, 2003 and ending February 25, 2013. The loan is collateralized with the vehicle. The outstanding balance at September 30, 2009 was \$113,209.

The District entered into a capital lease to purchase turnout gear. The terms are as follows:

Loan Amount:	\$31,352
Maturity Date:	February 2, 2009
Interest Rate:	4.79% per annum
Payment Terms:	Payments are due and payable in 60 monthly installments of \$592 beginning March 2, 2004 and ending February 2, 2009. The loan is collateralized with the equipment. The outstanding balance at September 30, 2009 was \$0.

The District entered into a capital lease to purchase a 2004 brush truck. The terms are as follows:

Loan Amount:	\$70,000
Maturity Date:	March 10, 2011
Interest Rate:	3.80% per annum
Payment Terms:	Payments are due and payable in annual installments of \$11,577 beginning March 10, 2005 and ending March 10, 2011. The loan is collateralized with the vehicle. The outstanding balance at September 30, 2009 was \$21,897.

The District entered into a capital lease to purchase a brush truck. The terms are as follows:

Loan Amount:	\$68,400
Maturity Date:	January 9, 2011
Interest Rate:	5.17% per annum
Payment Terms:	Payments are due and payable in annual installments of \$19,366 beginning January 9, 2008 and ending January 9, 2011. The loan is collateralized with the vehicle. The outstanding balance at September 30, 2009 was \$35,922.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 7 - NOTES PAYABLE

The District obtained financing to purchase a new tanker truck. The terms are as follows:

Loan Amount: \$83,075
Maturity Date: December 5, 2013
Interest Rate: 5.40% per annum
Payment Terms: Payments are due and payable in annual installments of \$10,971 beginning December 5, 2004 and ending December 5, 2013. The loan is collateralized with the tanker. The outstanding balance at September 30, 2009 was \$47,048.

During the year, the District obtained a note from a bank to finance the construction of an addition to and remodel of an existing fire station. The terms are as follows:

Loan Amount: \$1,000,000
Maturity Date: February 15, 2024
Interest Rate: 6.10% per annum
Payment Terms: Payments are due and payable in annual installments of \$103,471 beginning February 15, 2010 and ending February 15, 2024. The loan is collateralized by property tax revenues. The outstanding balance at September 30, 2009 was \$1,000,000.

NOTE 8 - LONG-TERM DEBT

The following is a summary of changes in long-term debt of the District for the year ended September 30, 2009:

	Balance 9/30/2008	Additions	Reductions	Balance 9/30/2009
Notes Payable	\$ 55,051	\$ 1,000,000	\$ (8,003)	\$ 1,047,048
Capital Leases Payable	650,881	-	(112,940)	537,941
Total	<u>\$ 705,932</u>	<u>\$ 1,000,000</u>	<u>\$ (120,943)</u>	<u>\$ 1,584,989</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2009

NOTE 8 - LONG-TERM DEBT (Continued)

The schedule of maturities of long-term debt is as follows:

Year Ending <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>
2010 \$	158,634 \$	86,117
2011	164,949	79,802
2012	142,326	71,482
2013	149,634	64,174
2014	111,368	56,484
Thereafter	858,078	283,329
Totals \$	<u>1,584,989 \$</u>	<u>641,388</u>

NOTE 9 - INTEREST COSTS

Interest costs incurred during the year were as follows:

Accrued interest charged to construction in progress	\$ 36,431
Interest expense on notes payable and capital leases payable	<u>33,272</u>
Total interest costs	<u>\$ 69,703</u>

NOTE 10 - DESIGNATED FUND BALANCE

The District holds two accounts with the Texas Local Government Investment Pool (TexPool). One of the accounts is used for general operating purposes while the other is designated as reserved in the fund balance. At September 30, 2009 the amount held in the reserved TexPool account was \$159,953.

As part of the terms of the construction note obtained during the year, a bank maintains the funds in an escrow account. Funds are dispersed as needed for construction on the fire station. Remaining available funds are designated as reserved for capital projects in the fund balance. At September 30, 2009, un-dispersed funds in the escrow account totaled \$831,294.

NOTE 11 - SUBSEQUENT EVENTS

Management has evaluated subsequent events for disclosure and/or recognition through the date of the *Independent Auditors' Report*, which is the date the financial statements were available to be issued.

Required Supplementary Information

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2009

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		Favorable (Unfavorable)
Revenues				
Property taxes	\$ 1,034,309	\$ 1,034,309	\$ 1,022,610	\$ (11,699)
Insurance billing income	15,000	15,000	4,321	(10,679)
Interest income	17,000	17,000	4,708	(12,292)
Other	49,632	49,632	22,966	(26,666)
Total Revenues	1,115,941	1,115,941	1,054,605	(61,336)
Expenditures				
Attorney fees	2,500	2,500	-	2,500
Audit fees	6,500	6,500	6,638	(138)
Liability insurance	13,891	13,891	17,379	(3,488)
Travis Central Appraisal District	5,000	5,000	5,446	(446)
Travis County Tax Assessor Collector	9,698	9,698	10,166	(468)
Dues and subscriptions	2,000	2,000	1,860	140
Radio grant	5,490	5,490	5,480	10
Cell phone	3,000	3,000	3,631	(631)
Dispatch expense	52,000	52,000	25,824	26,176
Pagers expense	4,000	4,000	3,043	957
Radio expense	8,000	8,000	8,803	(803)
EMS supplies	1,500	1,500	774	726
Firefighting supplies	10,000	10,000	6,278	3,722
Fuel	38,000	38,000	23,860	14,140
Office supplies	5,000	5,000	2,264	2,736
Personal protective clothing	15,000	15,000	5,895	9,105
Uniforms	7,800	7,800	7,607	193
Public education	1,500	1,500	1,496	4
Support and rehab	2,000	2,000	2,470	(470)
Payroll expenses	534,500	534,500	567,140	(32,640)
Employment taxes	42,000	42,000	43,212	(1,212)
Health insurance	35,354	35,354	37,516	(2,162)
Retirement	12,357	12,357	10,208	2,149
Payroll processing	2,040	2,040	2,188	(148)
Worker's comp insurance	12,510	12,510	15,567	(3,057)
Station maintenance	7,000	7,000	12,215	(5,215)
Air testing	900	900	1,015	(115)
Ladder testing	350	350	-	350
Pump testing	500	500	-	500
Radio repair	1,500	1,500	1,584	(84)
SCBA testing	2,500	2,500	-	2,500
Utilities	18,000	18,000	15,298	2,702
Vehicle and equipment repair	45,000	45,000	86,245	(41,245)
EMS training	1,000	1,000	2,441	(1,441)
Fire training	5,000	5,000	1,446	3,554
Seminars	2,500	2,500	1,937	563
Debt service	131,046	131,046	154,216	(23,170)
Total Expenditures	1,046,936	1,046,936	1,091,142	(44,206)
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 69,005	\$ 69,005	(36,537)	\$ (105,542)
Other Financing Sources (Uses)				
Proceeds from issuance of long-term debt			1,000,000	
Proceeds from sale of capital asset			18,000	
Total Other Financing Sources (Uses)			1,018,000	
Fund Balance, beginning of year			275,229	
Fund Balance, end of year: Non-GAAP budgetary basis			1,256,692	
Adjustments to Generally Accepted Accounting Principles				
Capital outlay			170,061	
Fund balance, end of year: GAAP basis			\$ 1,086,631	

See independent auditors' report

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Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Gayla Dembkowski, Transportation and Natural Resources, 854-7642

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Gómez

AGENDA LANGUAGE:

Approve setting a Public Hearing on 5/24/2011 to receive comments regarding a request to approve a proposed street name change from Maha Loop Road to "Burklund Farms Road", in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Address Coordinating Committee has initiated a rural area street name change for many roads in and around the Village of Mustang Ridge to help eliminate confusion. Group meetings have been held with Village employees and property owners to explain the need for these changes.

Twenty seven property owners are affected by this street name change and all have been sent ballots. Eight chose Burklund Farms Road and seven chose another name. The rest did not respond by the deadline.

The street is on a County maintained road. Street signs will be the responsibility of Travis County.

STAFF RECOMMENDATIONS: Staff recommends setting a Public Hearing date for this street name change.

ISSUES AND OPPORTUNITIES: Improve Health and human safety.

FISCAL IMPACT AND SOURCE OF FUNDING:

No financial impact.

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Cynthia McDonald	Completed	04/28/2011 11:29 AM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/28/2011 11:30 AM
Transportation and Natural Resources	Steven Manilla	Completed	04/28/2011 1:39 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/28/2011 2:02 PM

Agenda Item

Meeting of May 10, 2011

Commissioner Precinct 4 Office	Margaret J. Gómez	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

April 27, 2011

MEMORANDUM

TO: Members of the Commissioners Court

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

SUBJECT: Approve setting a public hearing date of May 24, 2011 to discuss request to approve a proposed street name change from Maha Loop Road to "Burklund Farms Road", Precinct 4.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee has initiated a rural area street name change for many roads in and around the Village of Mustang Ridge to help eliminate confusion. Group meetings have been held with village employees and property owners to explain the need for these changes.

Twenty seven property owners are affected by this street name change and all have been sent ballots. Eight chose Burklund Farms Road and seven chose another name. The rest did not respond by the deadline.

The street is on County a maintained road. Street signs will be the responsibility of Travis County.

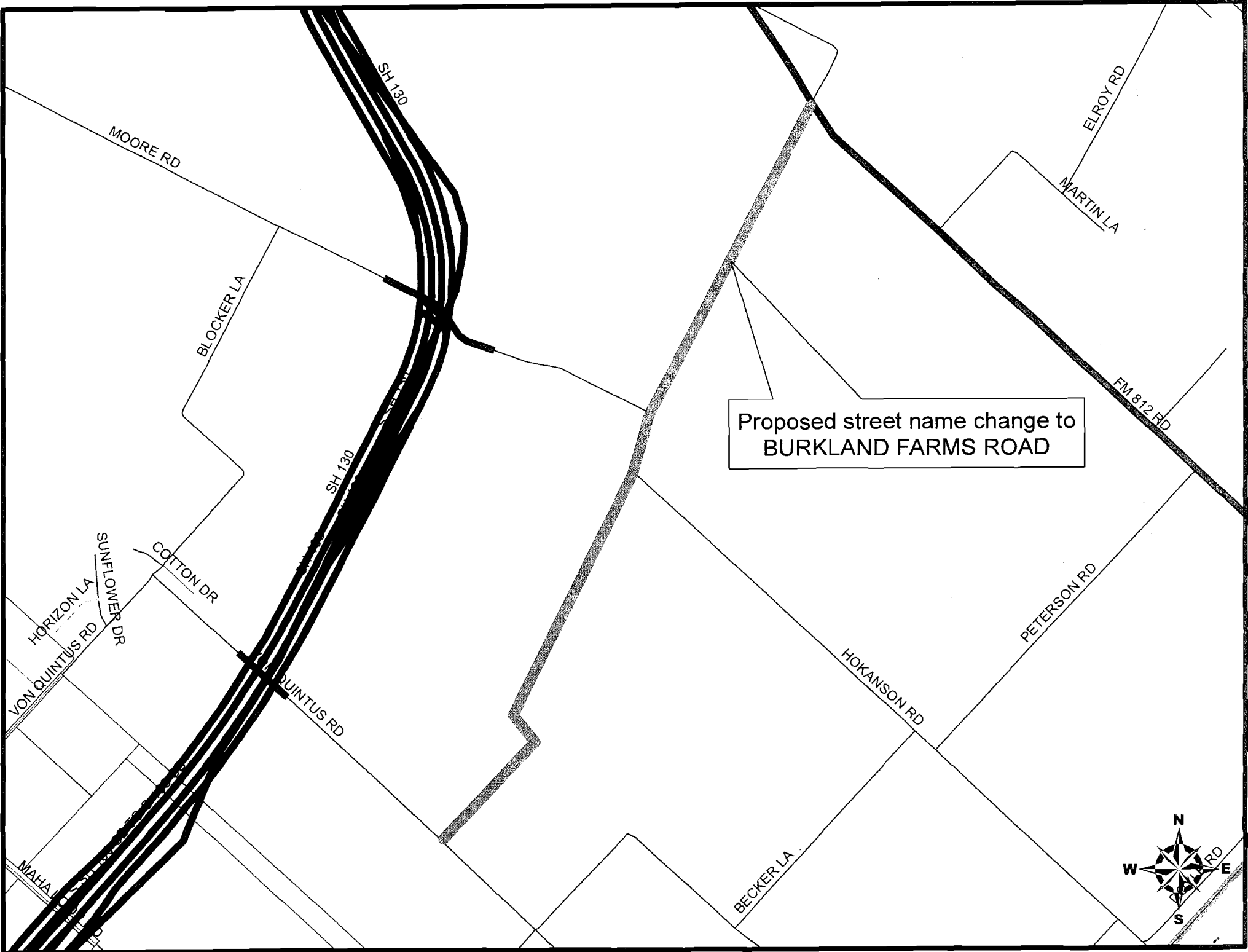
Staff recommends approval of this street name changet, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of May 24, 2011 pursuant of this street name change.

Exhibits:

Ballots

RN;gd

4100 Burklund Farms Road



Travis County Commissioners Court Agenda Request

Voting Session 5/10/2011

Work Session _____

I. A. Request made by: Steven M. Manilla, P.E., Phone # 854-9383
Executive Manager, TNR

B. Requested Text:
Approve setting a public hearing date of May 24, 2011 to receive comments on a proposed street name change from Maha Loop Road to "Burklund Farms Road, Precinct 4.

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

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

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

Austin American Statesman
Stephanie Jensen – fax 974-3337 Jaime Garcia - Sign Shop
Don Ward - 854-9383 Howard Herrin- 854-9383
Tom Caffall - 854-9383 David Greear – 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant
____ Human Resources Department (854-9165)
____ A change in your department's personnel (reclassifications, etc.)
____ Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement
____ County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits 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 Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Paul Scoggins, Transportation and Natural Resources, 854-9383

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Approve setting a Public Hearing on May 31, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate several five and ten foot wide public utility easements located and the side and rear lot lines of Lots 72, 73, 74, 76, and 77 of South Cherry Hollow Estates – a subdivision in Travis County, Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

NA

Summary and Staff Recommendation:

TNR staff has received a request to vacate several five and ten foot wide public utility easements (PUEs) located along the side and rear lot lines of Lots 72, 73, 74, 76, and 77 of South Cherry Hollow Estates. The easements are schematically shown on the plat while also being noted as a plat note. Lots 72, 73, 74, and 76 front on Cherry Hollow Crossing while Lot 77 fronts on Quail Valley Drive. Both streets are maintained by Travis County.

A more detailed description of the subject easements are as follows: the five foot PUEs located along the northerly lot line of Lot 72, the southerly and northerly lot line of Lot 73, and the easterly lot line of Lot 77 along with the ten foot PUEs located along the westerly lot lines of Lots 72, 73, 74, and 76.

The owners of the subject five lots are preparing to amend the subject lots into one. The PUEs, in their current locations, would traverse across that proposed amended plat in a manner that would not be beneficial. According to staff's records, the owners have not formally submitted an application for the proposed amended plat.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR

staff recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for the subject easement and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easement needs to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easement as described in the attached field notes and sketch.

Exhibits:

Order of Vacation
Field Notes and Sketch
Request Letter
Statements from utility companies
South Cherry Hollow Estates Plat
Proposed Amended Plat
Maps

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/21/2011 12:38 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/21/2011 1:50 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/22/2011 2:39 PM
Transportation and Natural Resources	Steven Manilla	Completed	04/22/2011 3:46 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/22/2011 3:46 PM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of five foot wide public utility easements located along the northerly lot line of Lot 72, the southerly and northerly lot line of Lot 73, and the easterly lot line of Lot 77 along with the ten foot wide public utility easements located along the westerly lot lines of Lots 72, 73, 74, and 76 all being of South Cherry Hollow Estates as recorded at Volume 83, Page 95B-96D of the Real Property Records of Travis County, Texas for the purpose of amending said lots into one;

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on May 31, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easements located along the northerly lot line of Lot 72, the southerly and northerly lot line of Lot 73, and the easterly lot line of Lot 77 along with the ten foot wide public utility easements located along the westerly lot lines of Lots 72, 73, 74, and 76 all being of South Cherry Hollow Estates, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2011.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

10500, 10502, 10504, 10508
CHERRY HOLLOW CROSSING
& 10604 QUAIL VALLEY DRIVE
LEANDER, TRAVIS
COUNTY, TEXAS

LEGAL DESCRIPTION:

THE FIVE FOOT PUBLIC UTILITY EASEMENTS, WHICH RUNS ALONG THE NORTHERLY LOT LINE OF LOT 72, THE SOUTHERLY AND NORTHERLY LOT LINE OF LOT 73 AND THE EASTERLY LOT LINE OF LOT 77, ALSO THE 10 FOOT PUBLIC UTILITY EASEMENTS WHICH RUNS ALONG THE WESTERLY LOT LINES OF LOTS 72, 73, 74 AND 76, SAID LOTS 72, 73, 74, 76 AND 77 ARE ALL OF SOUTH CHERRY HOLLOW, A SUBDIVISION RECORDED IN VOLUME 83, PAGES 95B-96D, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

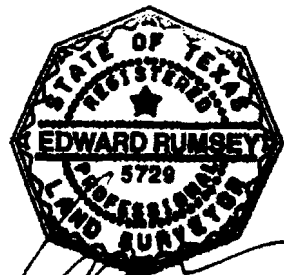
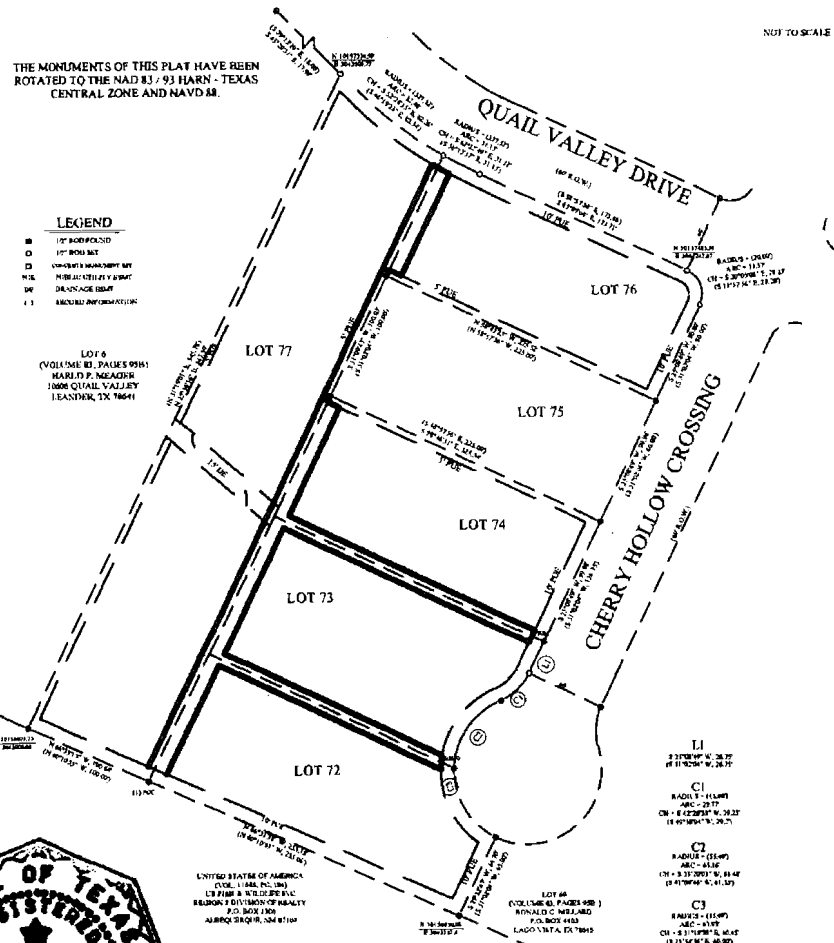
SURVEY DATE	09.14.2010
JOB NO.	REPLAT A0604210
CALC. BY	JEREMY WARREN 09.14.2010
DRAWN BY	JEREMY WARREN 09.14.2010
RPLS CHECK	EDWARD RUMSEY 09.14.2010

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

PUBLIC UTILITY EASEMENT VACATION

THE MONUMENTS OF THIS PLAT HAVE BEEN
ROTATED TO THE NAD 83 - 93 HARN - TEXAS
CENTRAL ZONE AND NAVD 88.



EDWARD C. RUMSEY, TX RPLS # 5729
ALL STAR LAND SURVEYING



March 22, 2011

To Whom It May Concern:

Please accept this letter as request to vacate the easements (as attached) for the properties located at: 10502 Cherry Hollow Crossing, 78641 (Lot 73, South Cherry Hollow Estates)

10604 Quail Valley Crossing, 78641 (Lot 77, South Cherry Hollow Estates)

10508 Cherry Hollow Crossing, 78641 (Lot 76, South Cherry Hollow Estates)

10504 Cherry Hollow Crossing, 78641 (Lot 74, South Cherry Hollow Estates)

10500 Cherry Hollow Crossing, 78641 (Lot 72, South Cherry Hollow Estates)

*South Cherry Hollow Estates: A subdivision recorded in Volume 83, Pages 95 B – 96 D, plat records of Travis County, Texas

All Star Land Surveying is acting on behalf of Robert and Linetta Copple to prepare a re-plat of their lots to combine into one legal lot.

Please do not hesitate to contact myself or Edward Rumsey with any questions. Our office number is: 512.249.8149

Best regards,

A handwritten signature in black ink, appearing to read "Karen Kelsey". The signature is fluid and cursive, with the first name "Karen" and last name "Kelsey" clearly distinguishable.

Karen Kelsey
All Star Land Surveying
9020 Anderson Mill Road
Austin, TX 78729

RELEASE OF EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

WHEREAS, Cherry Hollow Estates, Inc. as previous owners of all lots in South Cherry Hollow Estates, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within South Cherry Hollow Estates, Subdivision, said easement being recorded in Volume 83, Page 95B of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by strips of land five feet (5') in width along the side and rear lot lines of all lots within South Cherry Hollow Estates, Subdivision, in Travis County, Texas; and,

WHEREAS, Robert Copple and Linetta Copple, as current owners of Lots 72, 73, 74, 76 and 77 in South Cherry Hollow Estates, Subdivision, desire that the said five foot (5') public utility easements along the common boundary lines of (Lots 72, 73, 74, 76 and 77) in South Cherry Hollow Estates, Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said five foot (5') public utility easements along the common boundary lines of (Lots 72, 73, 74, 76 and 77) in South Cherry Hollow Estates, Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: November 13, 2010

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:

DiAnn Hamilton
DiAnn Hamilton
District Engineering Supervisor

THE STATE OF TEXAS

§

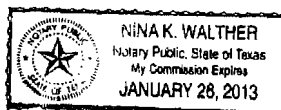
§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, District Engineering Supervisor of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE November 13, 2010



Nina K. Walther
Notary Public in and for
The State of Texas



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

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

Lots 72, 73, 74, 76 and 77, South Cherry Hollow Estates, Deeds of record in Documents 2009127434, 2009061436, 2009050935, 2008072356 and 2008072354, Official Records of Travis County, Texas

Said land of **GRANTEES** being subject to:

Easements recorded in Volume 83, Pages 95B-96D, Official Records of Travis County, Texas,

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

All of the 5 foot PUE's on the either side of the common side property lines of Lots 72, 73 and 74, and the 10 foot PUE's along the rear property lines of Lots 72, 73, 74 and 76, and the 5 foot PUE along the Southeast side property line of Lot 77, described above,

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

IN WITNESS WHEREOF, **GRANTOR** has caused this Release of Easement to be executed by its duly authorized officers this 9 day of November, 2010.

SOUTHWESTERN BELL TELEPHONE COMPANY

Kevin J. Azzarello

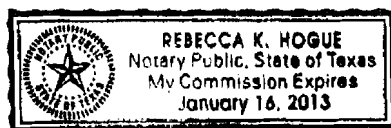
Name: KEVIN J AZZARELLO

Title: MBR OPE DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

Given under my hand and seal of office this the 9th day of NOVEMBER, 2010.



Rebecca K. Hogue
Notary Public in and for the State of TEXAS
My Commission Expires Jan 16, 2013



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

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

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

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

Subdivision or Section: SOUTH CHERRY HOLLOW

Lot and Block Numbers: LOTS 72, 73, 74, 76 AND 77

Street Address: 10502, 10508, 10504 AND 10500 CHERRY HOLLOW CROSSING &
10604 QUAIL VALLEY

Property Owner: ROBERT & LINETTA COPPLE

STATEMENT

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

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

Time Warner Cable

Laurie Schumpert
Signature

Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on October 7th, 2012 by

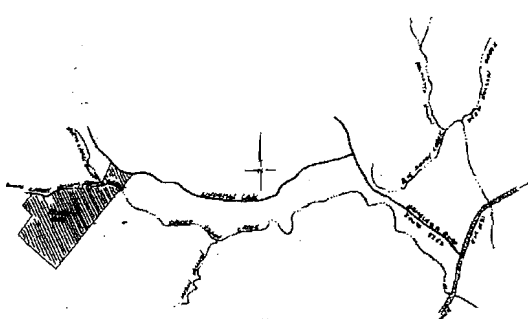
Laurie Schumpert

Renee Gallegos
Notary Public



Intervention Technologies
INCORPORATED

Restrained 8005 Post



LOCATION MAP
See P. 100

STATE OF TEXAS,
COUNTY OF TRAVIS:

Know all men that by these presents, that Cherry Hollow Estates, Inc., Owner of that 249.09 acres of land out of and a part of the D. & M. Railroad Co. Survey No. 51 and 52, in Travis County, Texas, and being that tract of land described in Volume 7797, Page 251, of the Deed Records of Travis County, Texas, said corporation acting herein by and through its President, Lorne Pickett, does hereby subdivide the said 249.09 acres of land as shown herein and does adopt this plat as its subdivision to be known as "SOUTH CHERRY HOLLOW ESTATES", and does hereby dedicate to the public the use of all streets and easements as shown herein.

Witness my hand this 11 day of February, 1982, A.D.

Lorne Pickett
Lorne Pickett, President
Cherry Hollow Estates, Inc.
P.O. Box 1640
Austin, Texas 78767
512/247-1128

STATE OF TEXAS,
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court, on this day personally appeared Lorne Pickett, known to me to be the person and officer whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and considerations therein expressed and in the capacity stated therein.

Witness my hand and seal of office, this 11 day of February, 1982, A.D.

Doris Shropshire
Doris Shropshire, Clerk
Notary Public in and for Travis County, Texas

STATE OF TEXAS,
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court, within and for the county and state aforesaid, do hereby certify that the within and foregoing instrument of writing with its purport of publication was filed for record in my office on the 11 day of February, 1982, A.D. as 1982 A.D. 11 FEB 11 and was recorded on the 11 day of February, 1982, A.D. at 11:10 o'clock A.M. in the Deed Records of said County in Book 83, Page 142, 143, 144, 145, 146, 147, 148, 149, 150.

Witness my hand and seal of the County Court of said county, this the 11 day of February, 1982, A.D.

Doris Shropshire
Doris Shropshire, Clerk
County Court, Travis County, Texas

Filed for record this the 11 day of February, 1982, A.D. at 11:10 o'clock A.M. by Doris Shropshire, Clerk, County Court, Travis County, Texas.

STATE OF TEXAS,
COUNTY OF TRAVIS:

I, Doris Shropshire, County Clerk of Travis County, Texas, do hereby certify that on the 11 day of February, 1982, A.D., the Commissioners Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said Court in Book 83, Page 142.

Witness my hand and seal of the County Court of said county, this the 11 day of February, 1982, A.D.

Margaret Richey
Margaret Richey, Deputy
County Clerk, Travis County, Texas

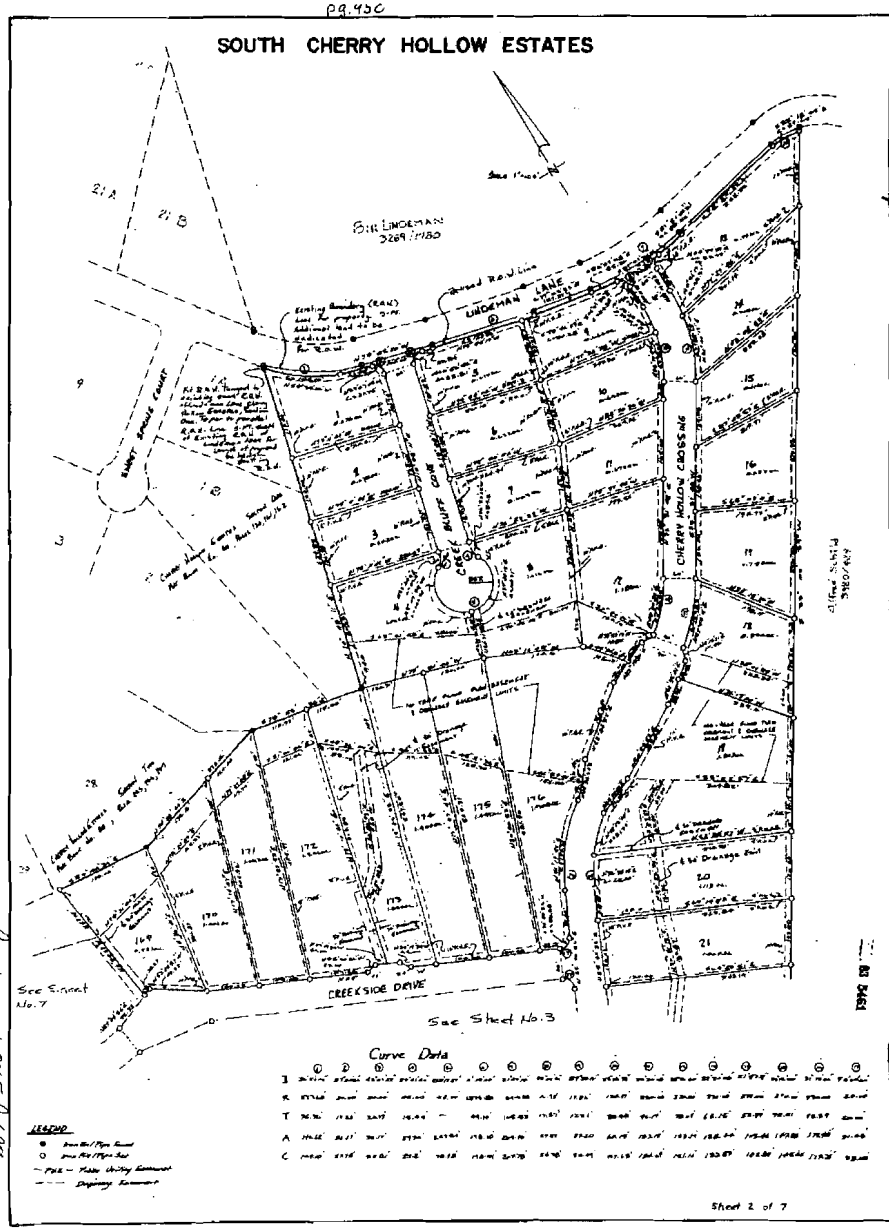
Doris Shropshire
Doris Shropshire, County Clerk
County Court, Travis County, Texas

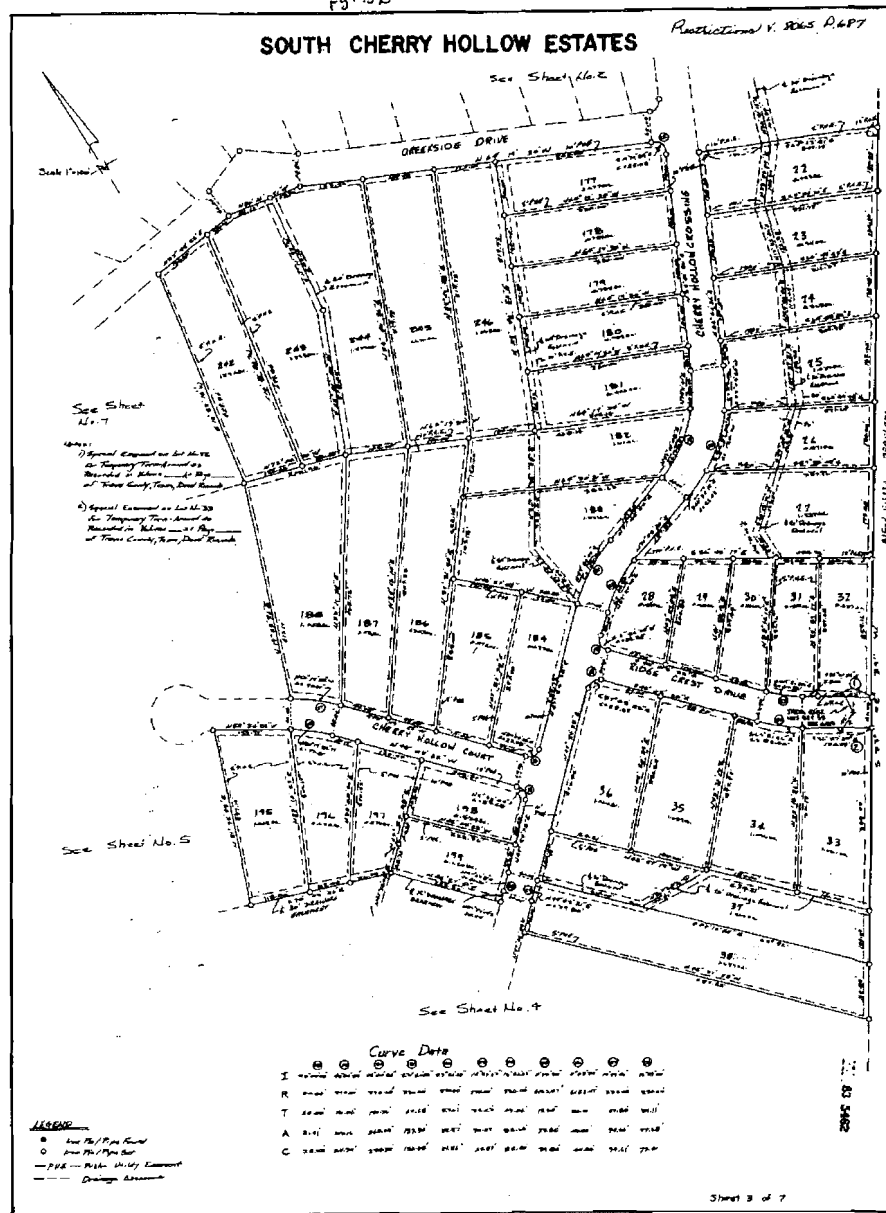
C. Dorsey Primeaux, P.E.
Engineer-Consultant-Surveyor
310 South Loop West Austin, Texas 78706
512/587-0700

SOUTH CHERRY HOLLOW ESTATES

Sheet 1 of 7

V4.83 Page 95B

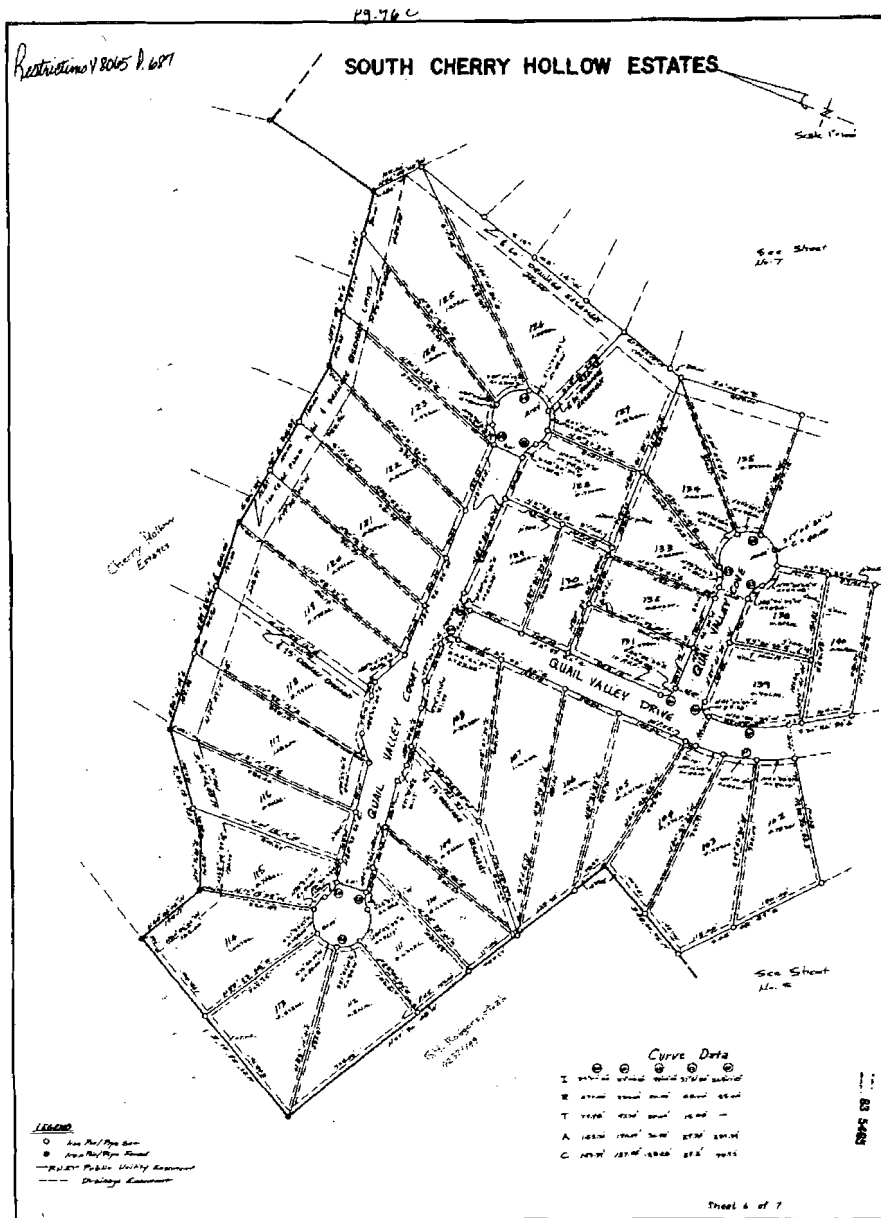




Vol. 83 Page 958

Book 4-83 1064 1002 & 1003

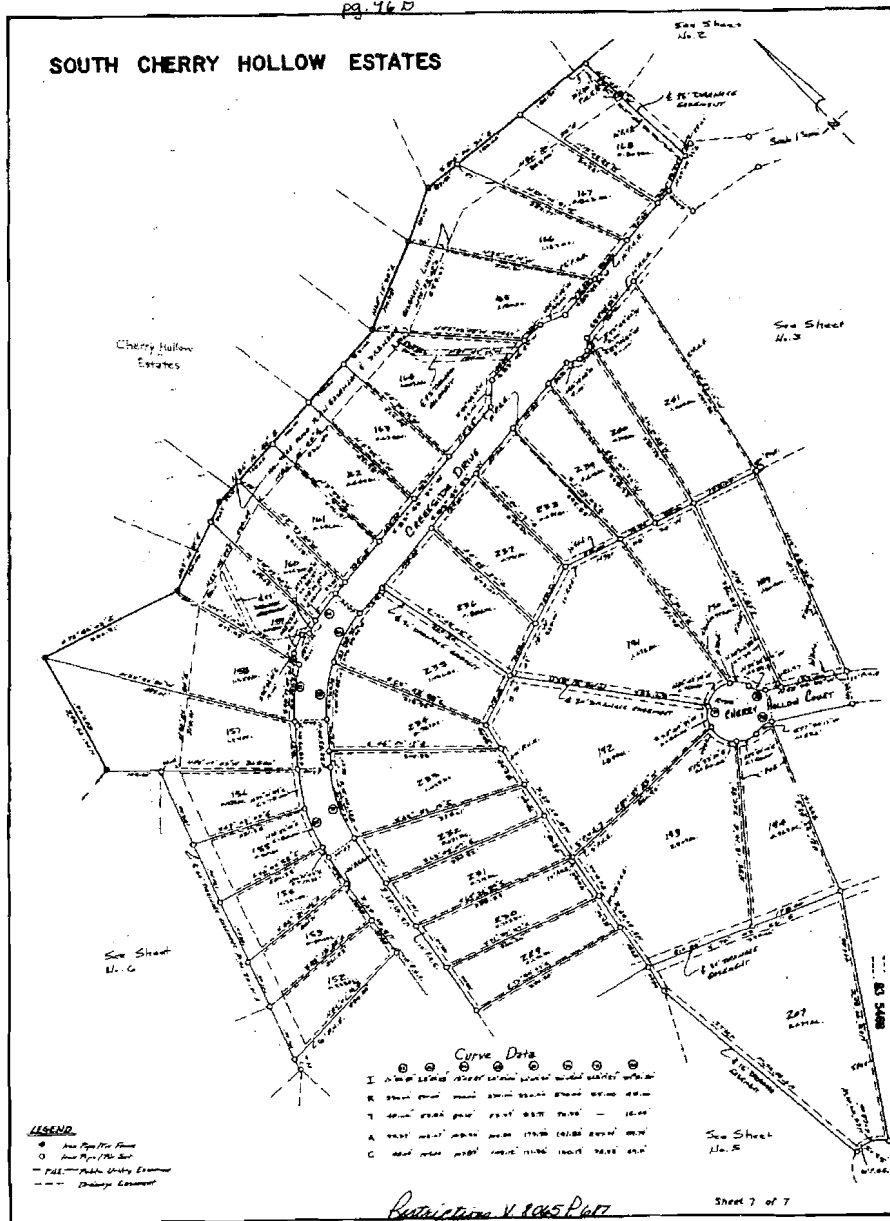
Vol. 83 Page 958



Imation Technologies
INCORPORATED

pg. 46 D

SOUTH CHERRY HOLLOW ESTATES



Vol. 83 Page 96B

Vol. 83 Page 96D

LOTS 72, 73, 74, 76 AND 77, SOUTH CHERRY HOLLOW ESTATES AMENDED INTO LOT 72A

LEANDER, TRAVIS COUNTY, TEXAS

THE MONUMENTS OF THIS PLAT HAVE BEEN
ROTATED TO THE NAD 83 / 93 HARN - TEXAS
CENTRAL ZONE AND NAVD 88.

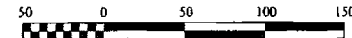
LEGEND

- 1/2" ROD POLIND
- 1/2" ROD SET
- CURB/STP MONUMENT SET
- PUE PUBLIC UTILITY ESMT
- DS DRAINAGE ESMT
- () RECORDED INFORMATION

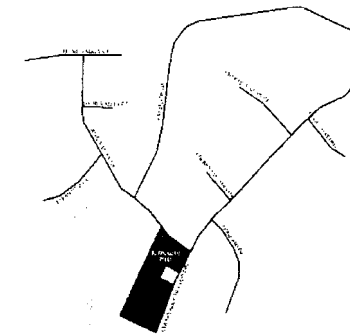
LOT 6
(VOLUME 83, PAGES 95B)
HAROLD F. MEAUSER
10606 QUAIL VALLEY
LEANDER, TX 78641

SCALE
1" = 50'

GRAPHIC SCALE



LOTS: 1
ACREAGE: 3.88 ACRES
USAGE: SINGLE FAMILY RESIDENTIAL



VICINITY MAP

(NOT TO SCALE)

L1

S 25°50'40" W, 26.73'
(S 31°03'04" W, 26.13')

C1

RADIUS = (43.80')
ARC = 25.73'
CH = 5 42'26.53" W, 29.23'
(S 49°58'04" W, 39.52')

C2

RADIUS = (55.49')
ARC = 65.16'
CH = 5 10'28.00" W, 43.48'
(S 41°56'04" W, 41.53')

C3

RADIUS = (51.49')
ARC = 63.33'
CH = 5 31'18.36" E, 40.43'
(S 73°14'34" E, 60.00')

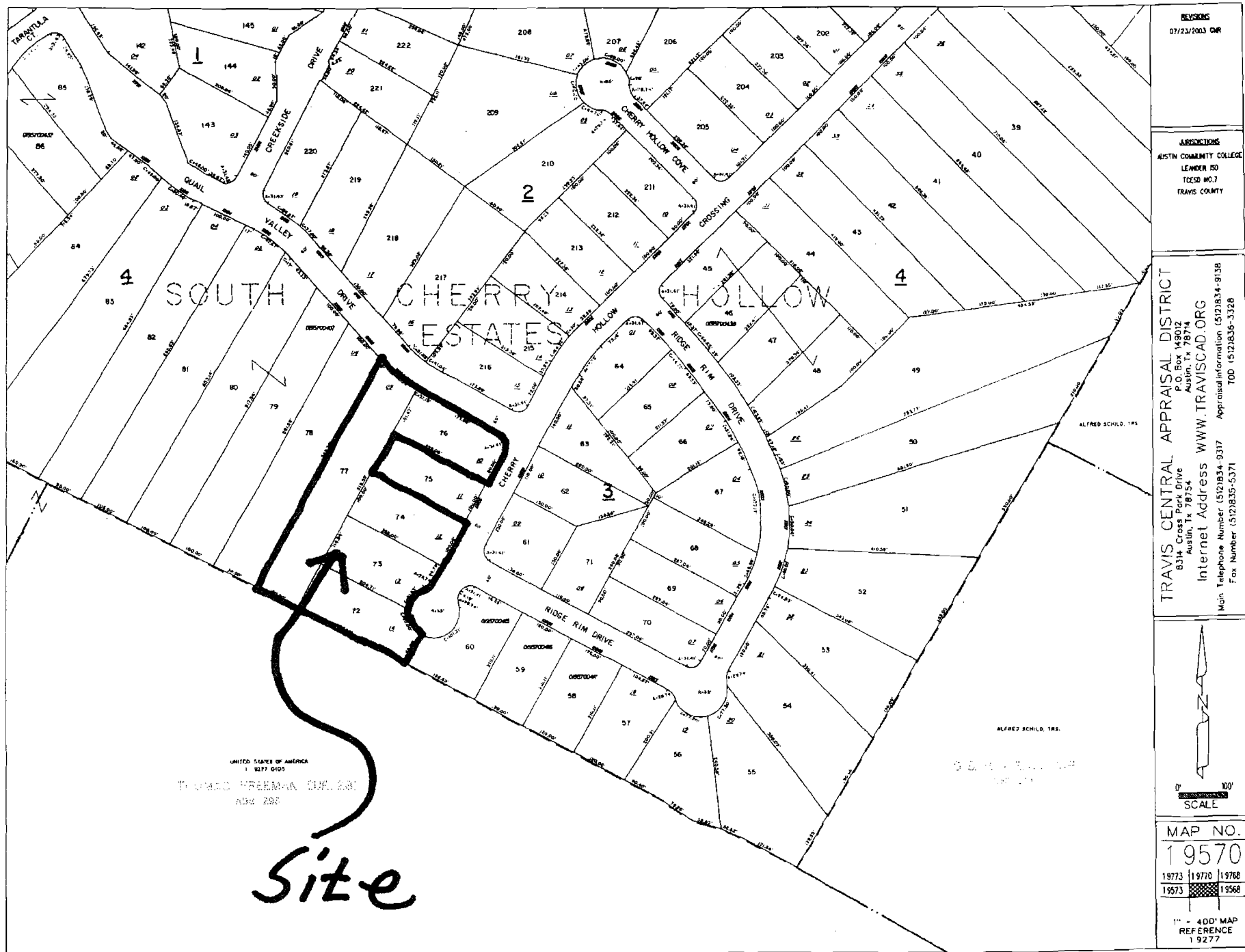
UNITED STATES OF AMERICA
POL. 17445, PG. 184
US FISH & WILDLIFE SVC
REGION 2 DIVISION OF REALTY
P.O. BOX 1006
ALBUQUERQUE, NM 87103

LOT 60
(VOLUME 83, PAGES 95B)
RONALD C. MILLARD
P.O. BOX 4403
LAGO VISTA, TX 78645

ALLSTAR
Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX

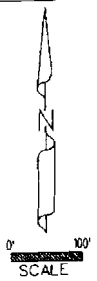
WWW.ALLSTAR-SURVEYING.COM



REVISIONS
07/23/2003 OR

ASSOCIATIONS
AUSTIN COMMUNITY COLLEGE
LEANDER ISD
TCESD NO.7
TRAVIS COUNTY

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

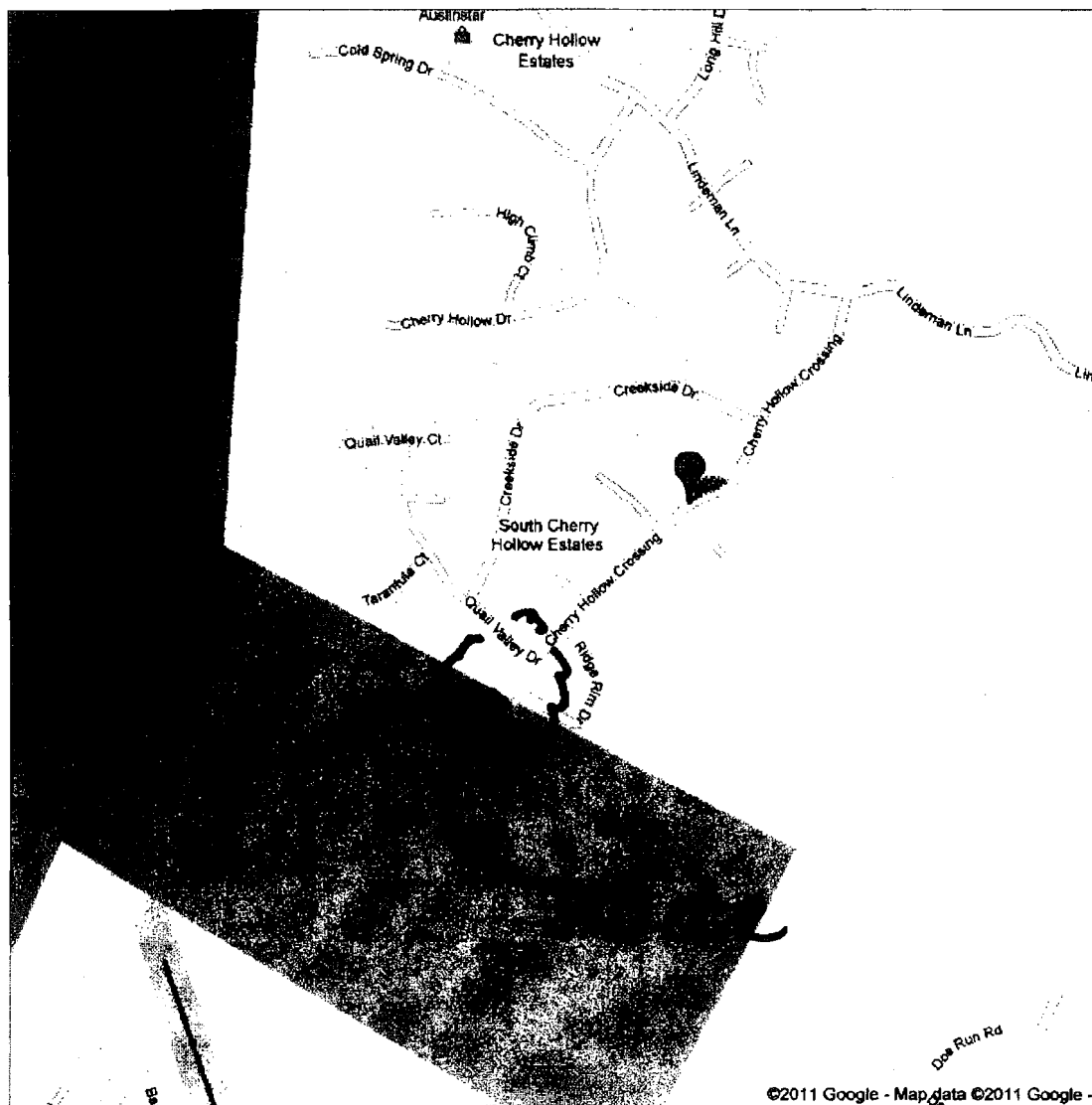


MAP NO.
19570
19773 19770 19768
19573 19568
1" = 400' MAP
REFERENCE
19277

Google maps

Address Cherry Hollow Crossing
Leander, TX 78641

Notes Request to vacate several PUEs located along the side and rear lot lines of Lots 72, 73, 74, 76, and 77 of South Cherry Hollow Estates - a subdivision in Precinct Three, Commissioner Karen Huber.





Travis County Commissioners Court Agenda Request

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Paul Scoggins, Transportation and Natural Resources, 854-9383

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Approve setting a Public Hearing on May 31, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate a seven and one half foot wide public utility easement located along the rear lot line of Lot 29, Block V of the Reserve at Twin Creeks, Section 13 – a subdivision in Travis County, Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

NA

Summary and Staff Recommendation:

TNR staff has received a request to vacate a seven and one half foot wide public utility easement (PUE) located along the rear lot line of Lot 29, Block V of the Reserve at Twin Creeks, Section 13. The easement is dedicated per plat note. The subject lot fronts on Millstream Drive, a street not maintained by Travis County. The purpose of this request is so that the property owner can be permitted to have a pool installed, which would encroach in a portion of the subject easement if the easement is not vacated.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. TNR staff recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for the subject easement and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the

easement needs to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easement as described in the attached field notes and sketch.

Exhibits:

Order of Vacation
Field Notes and Sketch
Request Letter
HOA Letter
Statements from utility companies
Plat
Maps

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/25/2011 8:41 AM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/25/2011 8:46 AM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/27/2011 8:15 AM
Transportation and Natural Resources	Steven Manilla	Pending	
Transportation and Natural Resources	Carolyn Barrett	Pending	
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a seven and one half foot wide public utility easement located along the rear of Lot 29, Block V of the Reserve at Twin Creeks, Section 13 at Document #200500311 of the Real Property Records of Travis County, Texas;

WHEREAS, utility providers knowing to be serving the area have indicated that they have no need for the public utility easement requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on May 31, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the seven and one half foot wide public utility easement located along the rear lot line of Lot 29, Block V of the Reserve at Twin Creeks, Section 13, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2011.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

7.5' PUBLIC UTILITY AND DRAINAGE EASEMENT
TO BE RELEASED FROM LOT 29, BLOCK V,
THE RESERVE AT TWIN CREEKS, SECTION 13

FN A0401111

PAGE 1 OF 2

LEGAL DESCRIPTION

BEING ALL OF THAT CERTAIN 7.5 (7 1/2) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THAT RUNS ALONG THE REAR OF LOT 29, BLOCK V, THE RESERVE AT TWIN CREEKS, SECTION 13, ACCORDING TO THE PLAT OF RECORD RECORDED IN DOCUMENT NUMBER 200500311, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM TWIN CREEKS VISTAS, LP, TO JOSEPH B. PEARSON AND KATHLEEN K. PEARSON BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2010046482, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 7.5 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE MORE PARTICULARLY DESCRIBED AS SHOWN ON ACCOMPANYING SKETCH:

ALLSTAR WORD FILE: A0401111

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 7th day of April
2011, A.D.



EDWARD C. RUMSEY, TX RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
JOB # A0401111
AUSTIN GRID-D-38

SCALE 1"=20'

LEGEND

- 1/2" ROD FOUND
 BL BUILDING LINE
 PUE PUBLIC UTILITY ESM1
 () RECORD INFORMATION
 DE DRAINAGE ESM1
 M METAL FENCE
 W WOOD FENCE
 OFF OUTSIDE OF SUBJECT BOUNDARY
 OPRECT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
 (PLAT) (DOC # 280508311, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS)

7.5' PUBLIC UTILITY AND DRAINAGE EASEMENT RELEASE

MILL STREAM DRIVE
(UNKNOWN)

5' X 20' PUE (PLAT)

BEARING: S 77° 52' 31" W, 130.11'
 ABC = 55.81'
 ON N 17° 58' W, 55.71'
 ON N 17° 58' E, 55.60'

10' EASEMENT

20' EASEMENT

5' X 20' PUE (PLAT)

LOT 28
(PLAT)

BEARING BASIS: 142.40'
 N 66° 16' 02" E, 142.47'

LOT 29
BLOCK V
(PLAT)

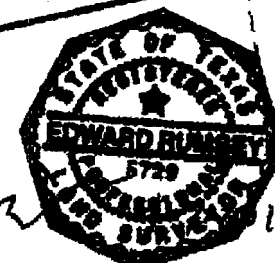
JOSEPH B PEARSON AND
 KATHLEEN K PEARSON
 (DOC. 2011046482, OPRECT)

LOT 30
(PLAT)

S 77° 52' 31" W, 130.11'
 (S 77° 53' 27" W, 130.25')

TWIN CREEKS HOLDINGS
 REMAINDER OF 718.938 ACRES
 (DOC. 2000116695, OPRECT)

S 07° 19' 51" E, 84.18'
 S 07° 41' 33" E, 84.17'

**LEGAL DESCRIPTION**

BEING ALL OF THAT CERTAIN 7.5 (7.5) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THAT RUNS ALONG THE REAR OF LOT 29, BLOCK V, THE RESERVE AT TWIN CREEKS, SECTION 13, ACCORDING TO THE PLAT OF RECORD RECORDED IN DOCUMENT NUMBER 200508311, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM TWIN CREEKS VISTAS, L.P. TO JOSEPH B. PEARSON AND KATHLEEN K. PEARSON BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 2011046482, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

JOB NO: AM01112 SURVEY DATE: 04/03/2011 RPLS CHECK: EDWARD RUNSEY 04/07/2011

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
 AUSTIN, TEXAS 78729
 (512) 249-8149 PHONE
 (512) 331-5217 FAX
 WWW.ALLSTARLANDSURVEYING.COM

April 19, 2012

Travis County Transportation and Natural Resources
Attn: Paul Scoggins
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767

Dear Mr. Paul Scoggins,

The purpose of this letter is to request release of public utility easement on property located in Travis County. The easement is on property legally described as:

Subdivision / Section: The Reserve at Twin Creeks Subdivision / Section 13
Lot and Block No: Lot 29 and Block No. V
Document #: 200500311
Street Address: 3117 Mill Stream Drive, Cedar Park, Texas 78613

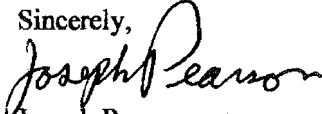
A swimming pool is being built by Cody Pools which needs to be placed in the flat portion of the lot. Neighbors, HOA have been informed and all utilities have approved the release of the rear PUE easement. You may contact me over day at (512) 423-1338.

Enclosed with this letter, you will find:

- A metes and bounds description, sealed by an R.P.L.S., of only the portion of easement being vacated.
- Copy of the plat showing the public utility easement in relation to the property and outlining what portion of the public utility easement is requested to be vacated.
- A copy of a letter from each utility company that serves (or may serve) the area stating that they have no need for the retention of the easement.
- A check for the processing fee of \$315.00 made out to Travis County

I appreciate the Travis County Transportation and Natural Resources, Planning and Engineering Service processing this request, and I understand the Travis County Commissioners Court is the final authority for the release of the PUE.

Please let me know if there any questions.

Sincerely,

Joseph Pearson

3117 Mill Stream Drive
joseph.b.pearson@gmail.com
(512) 423-1338

T.C. TWIN CREEKS COMMUNITY, INC.

Goodwin Management, Inc.

11149 Research Blvd, Ste 100 Austin, Texas 78759

Kathy.taylor@goodwintx.com

office (512)852-7998 fax (512)346-4873

ARCHITECTURAL REVIEW COMMITTEE APPROVAL APPLICATION

Applicant Name: Joseph Pearson Hm Ph: 512 789-4846
 Address: 3117 Mill Stream Dr. Wk Ph: 512 423-1338
 Email: joseph-b.pearson@gmail.com Cell Ph: 512 423-1338

1. Approval Requested (Please check one)

- | | | |
|--|--|---|
| <input type="checkbox"/> Fence Replacement (Exact) | <input type="checkbox"/> Landscaping, Walkways | <input type="checkbox"/> Room/Garage Addition |
| <input type="checkbox"/> Fence - NEW | <input type="checkbox"/> Irrigation | <input type="checkbox"/> 18" Satellite Dish |
| <input type="checkbox"/> Deck or Patio | <input checked="" type="checkbox"/> Pool | <input type="checkbox"/> Storage/Accessory Building |
| <input type="checkbox"/> Deck/Patio Cover | <input type="checkbox"/> Playscape | <input type="checkbox"/> Other |

2. Please Describe Project:

Pool in backyard and release of rear PUE

3. Provide plans and specifications to depict the work to be undertaken. The committee has 30 days to review the application (Submit all, as applicable):

- ☒ A plot plan showing the location and dimensions of the existing and proposed improvements. The plot plan is the legal survey of your lot. You can find this in your closing documents. A plot plan must be submitted in order for the application to be reviewed.
- ☐ Structural design, exterior elevations, exterior dimensions, materials, colors, textures, and shapes of all improvements to be made
- ☐ All exterior illumination including location and method of illumination - No "wash over" of lighting to adjoining property or common areas is permitted
- ☐ Existing and finished grades at lot corners and at corners of proposed improvements
- ☐ Provision for drainage with cut and fill detail if change in lot contour is involved

4. Neighbors Signatures

[Signature] 3119 Mill Stream Dr. Address
- No other immediate neighbors -

3117 Millstream

5. Notice to Applicant:

The authority of the Architectural Review Committee ("ARC") is derived from Article 6.1 of the Declaration of Covenants, Conditions and Restrictions (CCRs) which states "No improvement, or changes to an existing improvement, may be erected, placed or constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or property by anyone other than the Declarant without the prior written approval of the Architectural Control Committee."

Applicant acknowledges that all improvements must be constructed in accordance with the Design Guidelines set forth in the CCRs in addition to any guidelines or rules adopted by the Association or ARC from time to time in addition, all improvements must be constructed in accordance with the laws, rules, regulations, and building codes of governmental authorities having jurisdiction. Approval of this application does not constitute approval by any governmental authority; further, any such approval is for architectural compatibility and CCR compliance only, and neither the ARC or Board of Directors of TC Twin Creeks Community, Inc. accept any liability for design, structural integrity, encroachment onto any building line or existing easement, or any adverse impact to adjacent properties. Approval of this application does not give Applicant the right to enter upon the property of any other owner or the common area in order to perform the construction contemplated by this application.

A copy of the CCRs has been posted on the community webpage at <http://twc.goodwinix.com>. If you do not have access to the internet you may order a copy from Goodwin Management. You will be charged a fee for copies.

Applicant Signature

Date

SUBMIT THIS APPLICATION TO:

Kathy Taylor

Fax: 512-346-4873 or

Kathy.taylor@goodwinix.com

The application will be routed to the

TC Twin Creeks Community, Inc. Review Committee

For ARC Use Only -

Signed

Print Name

Complete Application Received - Date 4/19/2011

Application Approved - Date:

Application Approved with the following conditions: Date: 4/20/2011

The pool is approved. The Twin Creeks HOA Architecture Committee does not have the power or governing ability to release a public utility easement

Application Disapproved at this time with the following comments: Date:

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Twin Creeks Vista, LP, as previous owners of all lots in The Reserve at Twin Creeks, Section 13, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within The Reserve at Twin Creeks, Section 13, Subdivision, said easement being recorded in Document 200500311, of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by strips of land seven and one half feet (7.5') in width along the rear lot lines of all lots within The Reserve at Twin Creeks, Section 13, Subdivision, in Travis County, Texas; and,

WHEREAS, Joseph B. Pearson and Kathleen K. Pearson, as current owners of Lot 29 in The Reserve at Twin Creeks, Section 13, Subdivision, desire that the said seven and one half foot (7.5') wide public utility easement along the east side of Lot 29 in The Reserve at Twin Creeks, Section 13, Subdivision, be abandoned and released in full; and

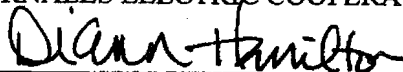
WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said seven and one half foot (7.5') wide public utility easement along the east side of Lot 29 in The Reserve at Twin Creeks, Section 13, Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: April 19, 2011

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:



DiAnn Hamilton

District Planning Supervisor

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, District Planning Supervisor of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by strips of land seven and one half feet (7.5') in width along the rear lot lines of all lots within The Reserve at Twin Creeks, Section 13, Subdivision, in Travis County, Texas; and,

WHEREAS, Joseph B. Pearson and Kathleen K. Pearson, as current owners of Lot 29 in The Reserve at Twin Creeks, Section 13, Subdivision, desire that the said seven and one half foot (7.5') wide public utility easement along the east side of Lot 29 in The Reserve at Twin Creeks, Section 13, Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said seven and one half foot (7.5') wide public utility easement along the east side of Lot 29 in The Reserve at Twin Creeks, Section 13, Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: April 19, 2011

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: DiAnn Hamilton
DiAnn Hamilton
District Planning Supervisor

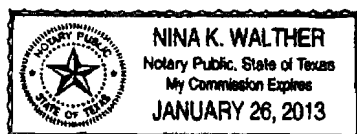
THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, District Planning Supervisor of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE April 19, 2011



Nina K. Walther
Notary Public in and for
The State of Texas



March 11, 2011

Mr. Joseph Pearson
3117 Mill Stream Drive
Cedar Park, TX 78613

Re: Public Utility Easement Release for Twin Creeks Country Club Lot 29, Block V, The
Reserve at Twin Creeks Sec. 13
3117 Mill Stream Dr., Cedar Park, TX 78613

Dear Mr. Pearson:

The City of Cedar Park does not have any water or wastewater facilities within the easement that you are proposing to vacate. This easement is described as a seven and one-half foot PUE along the rear lot line of the above referenced tract. The City does not foresee a need for future installation of City utilities within this easement and hereby abandons and releases this easement in full.

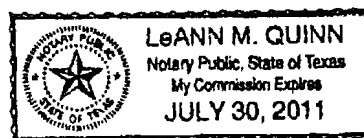
Sincerely,

Alan Green
Senior Engineering Associate
City of Cedar Park, TX
(512) 401-5352

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 11th day of March,
2011 by Alan Green of the City of
Cedar Park, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Joseph B. Pearson, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lot 29, Block V, The Reserve at Twin Creeks Subdivision, Section 13, Deed of record in Document 2010046482, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Document 200500311, Plat Records of Travis County, Texas,

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

All of the 7.5 foot PUE and Drainage Easement along the rear property line of said Lot 29, described above,

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 11th day of MARCH, 2011.

SOUTHWESTERN BELL TELEPHONE COMPANY

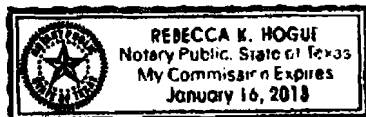
Name : Michael Thurman

Title: MGR-ENG. DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

Given under my hand and seal of office this the 11th day of MARCH, 2011.



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



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

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

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

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

Subdivision or Section: THE RESERVE AT TWIN CREEKS, SEC 13

Lot and Block Numbers: LOT 29, BLK V

Street Address: 3117 MILL STREAM DR, CEDAR PARK, TX 78613

Property Owner: JOSEPH PEARSON

STATEMENT

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

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

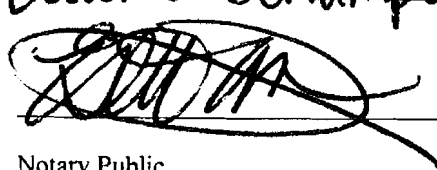
Time Warner Cable

Laurie Schumpert
Signature

Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on MARCH 22, 2011 by

Laurie Schumpert

Notary Public





TRANSPORTATION AND NATURAL RESOURCES

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

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3117 Millstream Drive, Cedar Park, TX 78613 (address) and/or Lot 29 BIK V Reserve @ Twin Creeks Sec 13 The (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document. *(Described to me as easement at rear of property). CML*

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

Chris Langrat
Signature
Chris Langrat, PE
Printed Name
Engineer II
Title
Texas Gas Service
Utility Company or District
3/4/2011
Date

Please return this completed form to:

Joseph Pearson
Name
3117 Millstream Dr
Address
Cedar Park, 78613
City/State/Zip



PLATS 200508311
3 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: THE RESERVE AT TWIN CREEKS SECTION
13

OWNERS NAME: TWIN CREEK VISTA LP

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

N.A

RETURN:

TNR DENNIS 44217

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBuenavente

2005 Nov 30 09:51 AM 200508311

RENAVISEDV 082 04

DANA DEBENAVENTE COUNTY CLERK

TRAVIS COUNTY TEXAS

THE RESERVE AT TWIN CREEKS
SECTION 13
SHEET 1 OF 3

Size

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THE RESERVE AT TWIN CREEKS
SECTION 13
SHEET 2 OF 3

Note

Curve	Angle of Approach	Radius	Length	Offset	Stationing
1	30° 00'	100.00	100.00	100.00	100.00
2	30° 00'	100.00	100.00	100.00	100.00
3	30° 00'	100.00	100.00	100.00	100.00
4	30° 00'	100.00	100.00	100.00	100.00
5	30° 00'	100.00	100.00	100.00	100.00
6	30° 00'	100.00	100.00	100.00	100.00
7	30° 00'	100.00	100.00	100.00	100.00
8	30° 00'	100.00	100.00	100.00	100.00
9	30° 00'	100.00	100.00	100.00	100.00
10	30° 00'	100.00	100.00	100.00	100.00
11	30° 00'	100.00	100.00	100.00	100.00
12	30° 00'	100.00	100.00	100.00	100.00
13	30° 00'	100.00	100.00	100.00	100.00
14	30° 00'	100.00	100.00	100.00	100.00
15	30° 00'	100.00	100.00	100.00	100.00
16	30° 00'	100.00	100.00	100.00	100.00
17	30° 00'	100.00	100.00	100.00	100.00
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19	30° 00'	100.00	100.00	100.00	100.00
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23	30° 00'	100.00	100.00	100.00	100.00
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CURVE TABLE					
Curve	Angle of Approach	Radius	Length of Curve	Offset	Stationing
1	30° 00'	100.00	100.00	100.00	100.00
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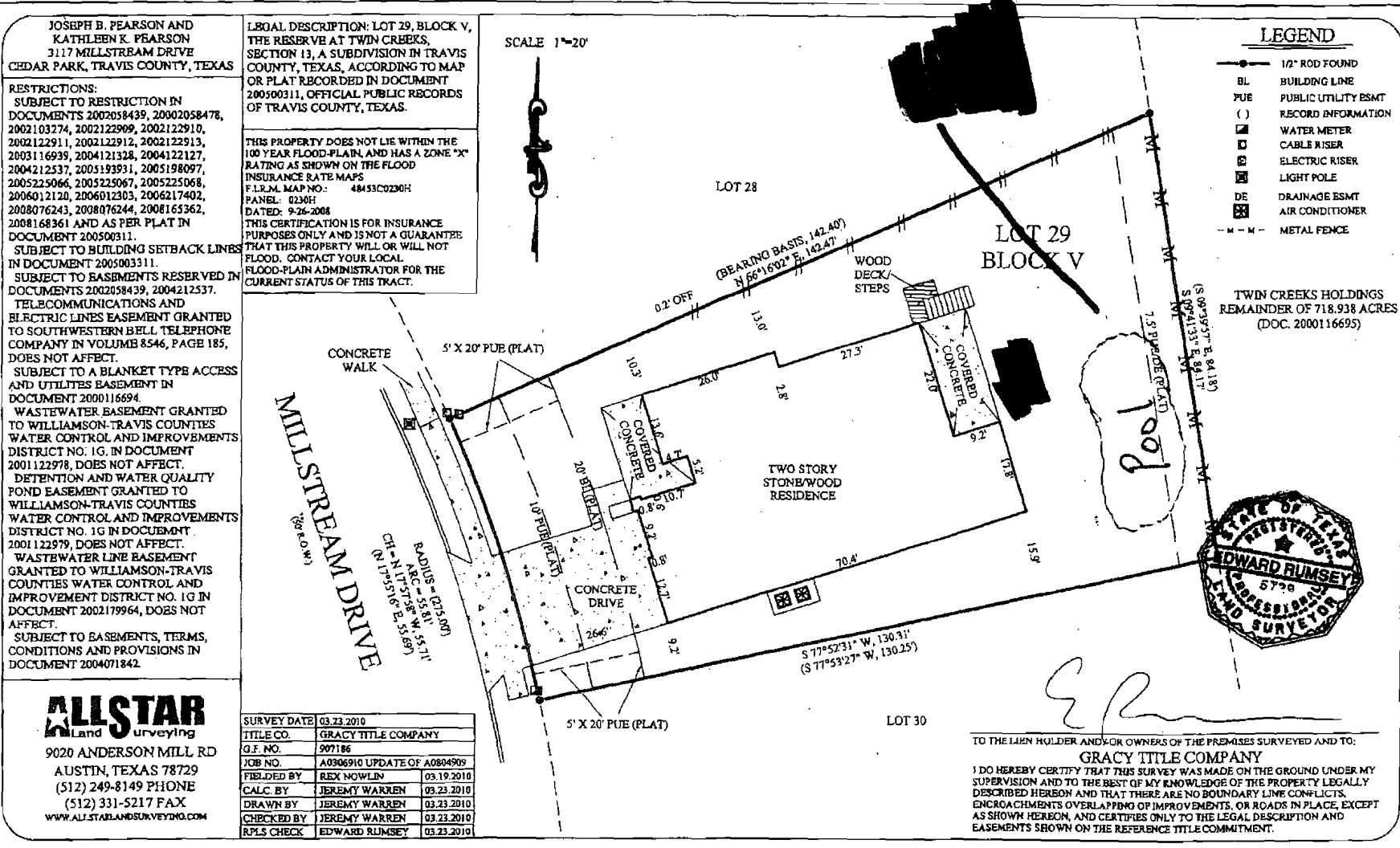
1. What is the purpose of the document?
The purpose of this document is to provide a detailed account of the events surrounding the assassination of President John F. Kennedy on November 22, 1963, in Dallas, Texas. It aims to present the facts as they are known, based on official reports and credible sources.

2. Who are the key figures involved in the event?
The key figures involved in the event include President John F. Kennedy, Vice President Lyndon B. Johnson, Texas Governor John Connally, and the assassin, Lee Harvey Oswald. Other notable figures include the Secret Service, the Dallas Police Department, and the Warren Commission.

3. What is the timeline of the event?
The timeline of the event begins with the President's arrival in Dallas on November 22, 1963. He was accompanied by Vice President Johnson and Texas Governor Connally. The President was shot while riding in a motorcade through the city. The shooting occurred at approximately 11:57 AM. The President was pronounced dead at Parkland Memorial Hospital. The assassin, Lee Harvey Oswald, was captured shortly after the shooting and was later found guilty of the crime.

4. What are the main theories surrounding the assassination?
There are several main theories surrounding the assassination of President Kennedy. The most widely accepted theory is the "single shooter" theory, which posits that Lee Harvey Oswald acted alone. Other theories include the "conspiracy" theory, which suggests that a group of individuals, including members of the CIA and the Mafia, were involved in the assassination. The "bullet ricochet" theory, which suggests that the bullet that hit the President's head was a ricochet from another bullet, is also a popular theory.

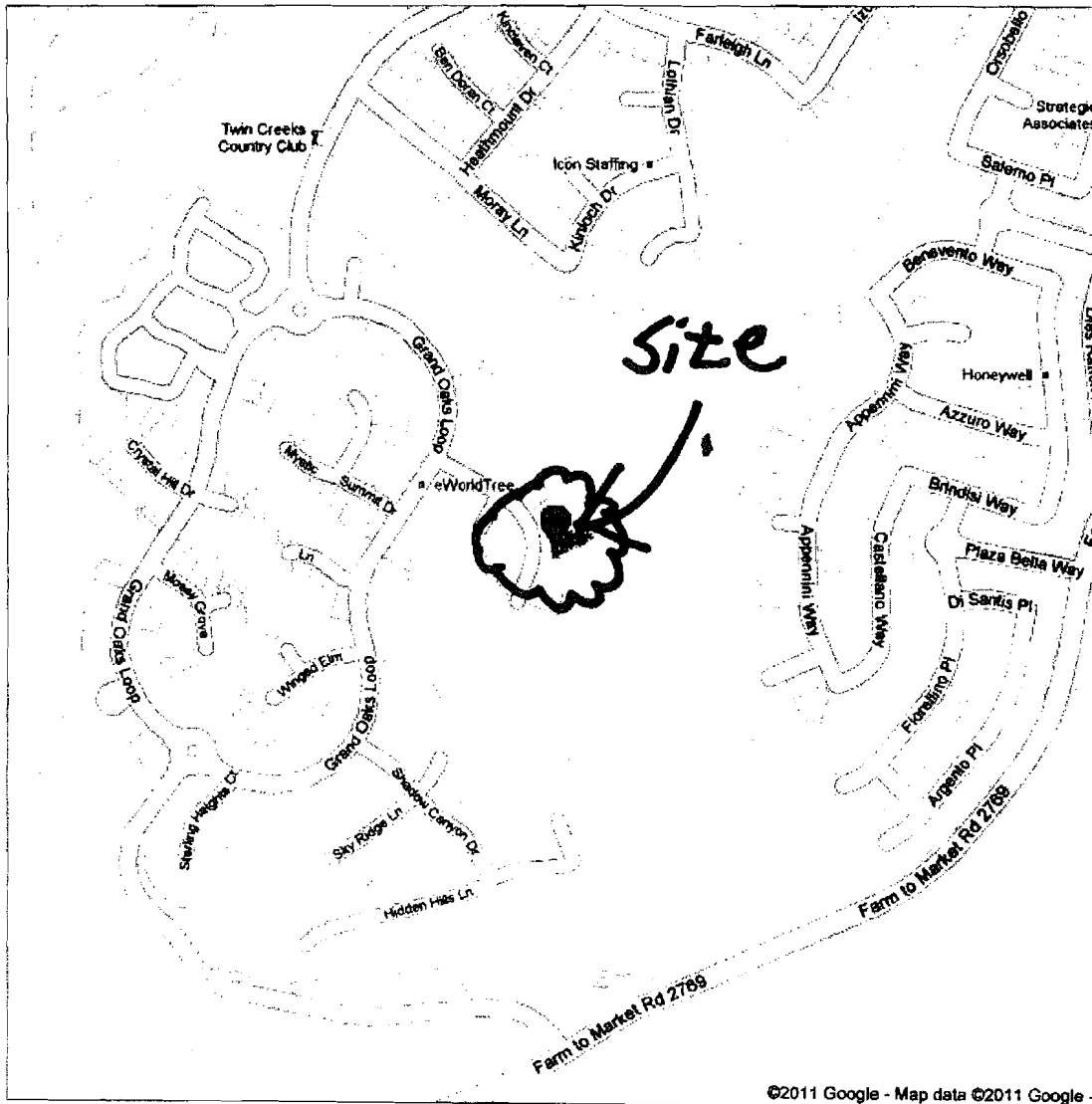
5. What is the significance of the event?
The assassination of President Kennedy is a significant event in American history. It led to the passage of the Civil Rights Act of 1964 and the Voting Rights Act of 1965. It also led to the creation of the Warren Commission and the establishment of the President John F. Kennedy Library. The event has inspired numerous books, movies, and television shows, and it remains a topic of intense public interest and debate.



Google maps

Address Mill Stream Dr
Cedar Park, TX 78641

Notes Request to vacate a 7.5' wide
public utility easement located
along the rear lot line of Lot 29,
Block V of the Reserve at Twin
Creeks, Section 13 - a
subdivision in Precinct Three,
Commissioner Karen Huber.





Corporations Agenda Request Travis County Housing Finance Corporation

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Harvey Davis, Corporations, 854-4743

Elected/Appointed Official/Dept. Head: Harvey Davis, Corporations & Assistant
Investment Manager

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve memorandum of understanding for contract administrative services for a Tenant Based Rental Assistance Program between Travis County and Travis County Housing Finance Corporation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Summary and Background Information:

The purpose of this agenda item is to request Board approval of a MOU for Travis County to provide contract administration services for the \$300,000 Tenant Based Rental Assistance Program ("TBRA").

The Corporation shall fund a half-time Social Service Program Coordinator position (grade 17) at a cost of \$36,386. This position will be responsible for submitting grant activities for approval through the TDHCA contractor system, and the Corporation will remain responsible for fiscal management and accounts payable. The reimbursement shall be payable to Travis County during the FY12 accounting year.

Goals of the TBRA Program

The grant is going very well and we have a good working relationship that should be continued. For this reason, we feel it is important to formalize the relationship with HHS through a contract and to provide HHS with a half-time Social Service Program Coordinator.

Collaboration with HHS

The Corporation will continue to collaborate with HHS on the TBRA program. HHS will continue to provide these services for the Corporation. HHS is well qualified to provide these services.

Funding

HHS and TCHFC administrative costs will be compensated through the grant by an allowable 4% administrative fee (\$36,000).

These funds have to be used to assist families living within Travis County but outside the City of Austin.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.


REQUIRED AUTHORIZATIONS:

Corporations	Harvey Davis	Completed	05/03/2011 2:01 PM
Planning and Budget Office	Leroy Nellis	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 10, 2011

TO: Board of Directors

FROM: Andrea Shields, Manager 

SUBJECT: Memorandum of Understanding with Travis County Tenant Based Rental Assistance Program

Summary and Background Information:

The purpose of this agenda item is to request Board approval of a MOU for Travis County to provide contract administration services for the \$300,000 Tenant Based Rental Assistance Program ("TBRA").

The Corporation shall fund a half-time Social Service Program Coordinator position (grade 17) at a cost of \$36,386. This position will be responsible for submitting grant activities for approval through the TDHCA contractor system, and the Corporation will remain responsible for fiscal management and accounts payable. The reimbursement shall be payable to Travis County during the FY12 accounting year.

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Funding

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These funds have to be used to assist families living within Travis County but outside the City of Austin.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Harvey Davis, Manager

**MEMORANDUM OF UNDERSTANDING FOR CONTRACT ADMINISTRATIVE
SERVICES FOR A TENANT BASED RENTAL ASSISTANCE PROGRAM BETWEEN
TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION,**

This Memorandum of Understanding ("MOU") is entered into by the following parties:

Travis County, a political subdivision of the State of Texas ("County"),
and

Travis County Housing Finance Corporation, a public non-profit corporation incorporated
under the TEX. LOC. GOV'T CODE ANN., ch. 394 ("Corporation").

RECITALS

Corporation requires contract direct services in order to implement its Tenant Based Rental Assistance ("TBRA") grant secured from the Texas Department of Housing and Community Affairs ("TDHCA"). County has the authority to provide those services pursuant to Texas Government Code, Section 81.027 and other statutes, and will provide the direct services for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this MOU, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this MOU,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Boards of Directors of the Travis County Housing Finance Corporation.

2.0 MOU PERIOD

2.1 This MOU shall begin when signed by both parties and continue in effect until the TBRA grant period terminates on May 18, 2012, unless earlier terminated by either party or unless additional TBRA grant funds are secured in which case, the term thereof shall be extended for the length of any additional grant period from TDHCA, unless either party objects to the extension. Board will provide County notice of any such extension.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the term of this MOU, County, through Family Support Services, a division of Travis County's Health, Human Services and Veterans Services ("FSS/TCHHSVS"),

shall provide the following services for the Corporation as described in the Corporation's grant contract with TDHCA to those persons who have been accepted into the TBRA Program:

3.1.01 receive new applications from Travis County, Texas residents in need of tenant based rental assistance;

3.1.02 qualify new applicants in compliance with the rules and regulation of the TBRA contract between the Corporation and the TDHCA;

3.1.03 provide the required and agreed upon personnel to effectively implement the TBRA program, for the duration that the Corporation continues to receive TBRA funding .

3.2 County shall perform all services and activities under this MOU in a professional, prompt and efficient manner, at a standard acceptable for similar services in Travis County.

3.3 County and Corporation shall conform to all laws, regulations and ordinances applicable to the performance of this MOU.

3.4 As the primary applicant and recipient of TBRA funding, the Corporation shall regularly update County staff of necessary grant obligations, procedures, regulations, and updates. The Corporation shall provide County staff the appropriate training and other grant-related information sessions. The Corporation shall provide County with a copy of the grant and any amendments or changes to the grant throughout the term of this MOU.

4.0 CORPORATION REIMBURSEMENT FOR COSTS OF PROGRAM COORDINATION

4.1 Corporation shall fund a half-time Social Service Program Coordinator position (grade 17) at a cost of \$36,386. This position will be responsible for submitting grant activities for approval through the TDHCA contractor system, and the Corporation will remain responsible for fiscal management and accounts payable. The reimbursement shall be payable to Travis County during the FY12 accounting year.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this MOU, any change to the terms of this MOU or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this MOU or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this MOU or any attachment to it to the Travis County Judge with a copy to Sherri Fleming, County Executive, TCHHSVS.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this MOU without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this MOU without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this MOU, in whole or in part, at any time before the date of termination specified in Section 2.1 of this MOU if Corporation fails to comply with any term or condition of this MOU.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this MOU and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the MOU to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this Section 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this MOU are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this MOU shall not preclude the exercise of any other right or remedy under this MOU or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 All oral and written agreements between the parties to this MOU relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained in this MOU.

11.0 NOTICES

11.1 Any notice required or permitted to be given under this MOU by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

11.2 The address of County for all purposes under this MOU shall be:

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

With copies to (registered or certified mail with return receipt is not required):

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

and

Sherri Fleming, County Executive, TCHHSVS
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this MOU and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successor in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

With copies to (registered or certified mail with return receipt is not required):

Harvey L. Davis (or his successor)
Manager
314 W. 11th Street, Room 540
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITIONS

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

12.2 County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the Corporation or its employees in relation to this Agreement. Corporation shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. Corporation and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

12.3 Law and Venue. This MOU is governed by the laws of the State of Texas and all obligations under this MOU shall be performable in the City of Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this MOU will take place in Travis County and the City of Austin.

12.4 County Public Purpose. By execution of this MOU, the Commissioners Court finds that the issues, problems and needs to be addressed by this MOU constitute a significant public concern and that provision of services under this MOU will further the public purpose of addressing those needs identified in this MOU for qualified individuals.

TRAVIS COUNTY, TEXAS

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:

Samuel T. Biscoe
President

Date: _____



Corporations Agenda Request Travis County Housing Finance Corporation

Meeting Date: 5/10/2011, 9:00 AM, Voting Session

Prepared By: Harvey Davis, Corporations, 854-4743

Elected/Appointed Official/Dept. Head: Harvey Davis, Corporations & Assistant Investment Manager

AGENDA LANGUAGE:

Consider and take appropriate action on request to withdraw from the Community Development Block Grant Home-buyer Assistance Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Summary and Background Information:

Travis County approved two homebuyer assistance awards for the Corporation that total \$749,945.43 using CDBG funds. The awards are to be used to provide down-payment, closing cost and "gap" financing to low and moderate Travis County residents who purchase homes within the unincorporated sections of Travis County.

Staff recommends the Board approve withdrawing from the grants. The CDBG-HHS staff concurs with the recommendation. A CDBG contract between the Corporation and Travis County has not been executed nor have any grant funds been spent.

The reasons why this is a good decision for both the Corporation and Travis County are as follows:

- The plan is to sub-contract out the administration of the grant (after the Neighborhood Stabilization Program experience it was decided that administering the grant in-house does not make sense). This can be done more efficiently by the CDBG office.
- Recent staff changes at the Corporation makes successfully administering the grant more difficult. Harvey Davis retires this summer and Mike Gonzalez retired in April. The new manger, Andrea Shields, will have the opportunity to begin her career without the responsibility to learn how to administer a new grant program.
- The CDBG office is fully staffed and has the capacity to manage the Homebuyer Assistance Program.

Mr. Gonzalez provided a valuable service by helping the CDBG office design the Program.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Corporations	Harvey Davis	Completed	05/03/2011 2:27 PM
Planning and Budget Office	Leroy Nellis	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 10, 2011

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Community Development Block Grant ("CDBG")

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Mr. Gonzalez provided a valuable service by helping the CDBG office design the Program.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Leroy Nellis, Budget Director
Andrea Shields, Manager
Christy Moffett, Manager-CDBG