



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 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 burning 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	05/09/2011 8:36 AM
Emergency Services	Danny Hobby	Pending	
County Judge's Office	Cheryl Aker	Pending	
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 17th DAY OF MAY, 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: Lori Clyde, Purchasing, 854-4205
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 3 to Contract No. PS060314LC, Indigent Healthcare Solutions, Ltd for Professional Services and Non-Exclusive License Agreement for Inmate Healthcare Software.

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.

In 2006, the County contracted with Indigent Healthcare Solutions LTD for Professional Services and Non-exclusive License Agreement for web-based services allowing for automated verification of medical billings and automated calculation of the appropriate amounts to pay for various medical services rendered to TCSO inmates. This service produces reports that document the appropriate amounts and help reduce the possibility of duplicate payments. At this time, Juvenile Probation recommends utilizing these services for the juvenile population. The cost to add two additional concurrent users is \$1,006.00 per month or \$12,072.00 annually.

Contract Expenditures: Within the last 12 months \$10,556.00 has been spent against this contract.

Contract Modification Information:

Modification Amount: \$12,072.00
 Modification Type: Additional Licenses
 Modification Period: Beginning May 17, 2011

• Funding Information:

Purchase Requisition in H.T.E.: 530102
 Funding Account(s): 001-4512-593-6033
 Comments:

• **Statutory Verification of Funding:**

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	05/09/2011 9:20 AM
Purchasing	Cyd Grimes	Completed	05/09/2011 1:58 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	05/09/2011 2:06 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

DATE: March 11, 2011

RE: Indigent Healthcare Solutions Ltd, (IHS)

Travis County Juvenile Probation is interested in entering into a contract with Indigent Healthcare Solutions Ltd, (HIS) to provide browser-based indigent health care software. This product is specifically designed to manage and control medical expenses relating to hospital districts, counties and public hospitals indigent health care patients in the State of Texas. It is our understanding that the County already has a contract with this provider for the Sheriff's department who also utilizes these services.

As outlined in the attached proposal, the license fee is \$1,006.00 dollars per month for 2 concurrent users or \$12,072.00 annually. The following details the funding line item to be used for this contract:

Account #: 001-4509-593-3002

Term of Contract: 12 Month Period

Contract Information: Indigent Healthcare Solutions
2040 North Loop 336, Suite 304
Conroe, Texas 77304
Phone: 936-756-6720

If you need additional information in order to proceed, please do not hesitate to call me.

Cc: Sylvia Mendoza
Laura Ward
Michael Williams

March 11, 2011

Mr. Michael Williams
 Travis County Juvenile Probation
 2515 S. Congress Ave
 Austin, Texas 78704

Re: Windows Based Software Proposal For The Management Of Medical Care

Dear Mr. Williams:

Indigent Healthcare Solutions Ltd, (IHS) wanted to present you with a written proposal for the browser-based indigent health care software demonstrated to Travis County Juvenile Probation in June of 2010. The contract for services would "piggy back" on the existing agreement IHS currently has in place with Travis County for the Sheriff. This will allow you to take advantage of lower pricing.

As you may recall from our visit, IHS bases our costs on the number of "concurrent users" that a customer licenses. The prices we discussed were:

	<i>Charge</i>	<i>1 CC User</i>	<i>2 CC Users</i>	<i>3 CC Users</i>	<i>4 CC Users</i>
<i>First Concurrent User</i>	945.00	443.00	443.00	443.00	443.00
<i>Additional Concurrent User</i>	443.00	0.00	443.00	886.00	1,329.00
<i>CPT Codes Per Concurrent User</i>	10.00	10.00	20.00	30.00	40.00
<i>Redbook Code Fee</i>	100.00	100.00	100.00	100.00	100.00
Total		\$553.00	\$1,006.00	\$1,459.00	\$1,912.00

Thank you for your interest in IHS. Please let me know if I may be of further assistance or if I can answer any questions. I can be reached toll free at (800) 834-0560.

Sincerely,

Robert Baird
 President

PURCHASE REQUISITION NBR: 0000530102

REQUISITION BY: MIKE WILLIAMS 47011

STATUS: READY FOR BUYER PROCESS
 REASON: 2 CONCURRENT USERS FOR HEALTHCARE MGT SOFTWARE

DATE: 5/05/11

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI

SUGGESTED VENDOR: 67296 INDI GENT HEALTHCARE SOLUTIONS

DELIVER BY DATE: 5/17/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	INMATE HEALTH CARE MGMT SFW SVCS 2 USERS COMMODITY: HEALTH RELATED SERVICES SUBCOMMOD: HEALTH CARE MANAGEMENT INVENTORY BUILDING: GB STOCK NO: 948-042-00003	12.00	MO	886.0000	10632.00	
2	UPDATES FOR RED BOOK CODES 2 USERS COMMODITY: HEALTH RELATED SERVICES SUBCOMMOD: HEALTH CARE MANAGEMENT INVENTORY BUILDING: GB STOCK NO: 948-042-00004	12.00	MO	100.0000	1200.00	
3	UPDATES FOR CPT CODES COMMODITY: HEALTH RELATED SERVICES SUBCOMMOD: HEALTH CARE MANAGEMENT INVENTORY BUILDING: GB STOCK NO: 948-042-00005	12.00	MO	20.0000	240.00	
REQUISITION TOTAL:					12072.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00145125936033	OTHER PURCHASED SERVICES MEDICAL SERVICES	100.00	10632.00
2	00145125936033	OTHER PURCHASED SERVICES MEDICAL SERVICES	100.00	1200.00
3	00145125936033	OTHER PURCHASED SERVICES MEDICAL SERVICES	100.00	240.00
				12072.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

REQUEST FROM LORI CYLDE IN PURCHASING TO SET
 REQUISITION FOR CONTRACT PENDING COURT APPROVAL
 ON MAY 17TH. MIKE W 47011
 INDI GENT HEALTHCARE SOLUTIONS CONTRACT

GM200I13

TRAVIS COUNTY

5/06/11

Fiscal Year 2011

Account Balance Inquiry

13:24:53

Account number . . . : 1-4512-593.60-33
 Fund : 001 GENERAL FUND
 Department : 45 JUVENILE PROBATION
 Division : 12 HEALTH SERVICES
 Activity basic : 59 JUSTICE SYSTM (JUV SRVCS)
 Sub activity : 3 JUVENILE PROBATION
 Element : 60 OTHER PURCHASED SERVICES
 Object : 33 MEDICAL SERVICES

Original budget :	33,223	
Revised budget :	33,301	10/01/2010
Actual expenditures - current . . . :	956.75	
Actual expenditures - ytd :	2,478.67	
Unposted expenditures :	.00	
Encumbered amount :	397.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	12,072.00	
Total expenditures & encumbrances:	15,904.42	47.8%
Unencumbered balance :	17,396.58	52.2

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

MODIFICATION OF CONTRACT NUMBER: PS060314LC Inmate Healthcare Software Services (TCSO)**PAGE 1 OF 5 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: April 26, 2011
ISSUED TO: Indigent Healthcare Solutions, Ltd 2040 North Loop 336, Suite 304 Conroe, Texas 77304 Attn: Robert Baird	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: July 25, 2006
ORIGINAL CONTRACT TERM DATES: September 1, 2006 –August 31, 2007		CURRENT CONTRACT TERM DATES: September 1, 2007 – August 31, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 18,096.00Current Modified Amount \$66,360.00

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

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

SUPPLEMENTAL AGREEMENT AMENDMENT NUMBER 3 TO PROFESSIONAL SERVICES AND NONEXCLUSIVE LICENSE AGREEMENT BETWEEN TRAVIS COUNTY, THE TRAVIS COUNTY SHERIFF'S OFFICE AND INDIGENT HEALTHCARE SOLUTIONS, LTD.

Whereas, on July 25, 2006, Travis County ("County"), the Travis County Sheriff's Office ("TCSO") and Indigent Healthcare Solutions ("IHS"), (all collectively referred to as the "Parties") entered into a Professional Services and Non-Exclusive License Agreement between Travis County, the Travis County Sheriff's Office and Indigent Healthcare Solutions, LTD (Contract No. PS060314LC) (hereinafter referred to as the "Agreement").

WHEREAS, the Parties desire to amend the Agreement as set forth in this Supplemental Agreement, Amendment Number 3 ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration as stated herein, the Parties hereto mutually agree to amend the Agreement as follows:

Note to Vendor:

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

LEGAL BUSINESS NAME: _____	<ul style="list-style-type: none"> • DBA • CORPORATION • OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

Amendments

1. Applicability.

The Agreement is hereby amended so that the Agreement, including its terms, conditions, and provisions, as heretofore amended, and exhibits and attachments thereto, shall apply to the Travis County Juvenile Probation Department, ("Juvenile Probation Department" or "Department"), in addition to Travis County and the Travis County Sheriff's Department. However, in the event of a conflict between the exhibits and attachments and this Amendment, this Amendment shall control with respect to the Juvenile Probation Department.

2. License.

Under the terms, conditions, and provisions of the Agreement as heretofore amended, IHS hereby licenses to Travis County two concurrent licenses for use by the Juvenile Probation Department of the designated processing system described in the Agreement including exhibits and attachments thereto, as heretofore upgraded and enhanced under the maintenance program. The software programs covered by the license are windows, browser-based, Indigent Healthcare software programs, which will be used by the Department to manage payments for medical care. The software programs will be upgraded and enhanced under IHS' support and maintenance program. Under the Agreement, the Juvenile Probation Department will receive the same services and materials provided by IHS to the TCSO.

3. Users.

The total number of users for the Department is two (2) users, and the maximum number of concurrent users is also two users. The total number of users and the maximum number of concurrent users specified herein shall in no way affect the total number of users and maximum number of concurrent users for the Travis County Sheriff's Office.

4. Payment.

a. This Amendment is subject to the invoicing and payment provisions set forth in Section 3 of the Agreement.

b. For the software programs, related materials, and services described in the Agreement as heretofore amended, including exhibits and attachments thereto, the County shall pay IHS a total monthly fee of One Thousand Six Dollars (\$1,006). The total monthly fee encompasses the following costs and charges:

- (i) first concurrent user license: \$443;
- (ii) second concurrent user license: \$443;
- (iii) CPT codes for concurrent users: \$10 per concurrent user;
- (iv) Redbook code fee: \$100.

Total monthly fee: \$1006.00

5. Confidential Information and Data Safeguards.

Subsection 2.8 of the Agreement ("Confidential Information and Data Safeguards") is deleted in its entirety and hereby replaced with the following:

"IHS hereby agrees, to the extent permitted by law, to treat as confidential any and all information furnished to IHS under this Agreement that County designates in writing as confidential. During the period this Agreement is in effect and at all times after its termination or expiration, IHS shall not, without obtaining County's prior written consent, disclose such information that is not public information to any person or entity other than to IHS' officers, employees, agents, counsel and accountants, except as required by law or lawful order. IHS shall maintain the confidentiality of County's confidential information, including instructing IHS' officers, employees, agents, counsel and accountants regarding IHS' obligations under this Agreement. In addition, IHS shall establish and maintain reasonable safeguards against the destruction or loss of County's data in the possession of IHS, which safeguards shall at least meet the standards of safety and confidentiality maintained by IHS for its own confidential information. As used in this Subsection 2.8, "County" or "County's" means Travis County and any County department."

6. Data Files.

Subsection 2.10 of the Agreement ("Data Files") is deleted in its entirety and hereby replaced with the following:

"Data Files.

2.10.1 County data files, including the data contained therein, shall be and remain County's property, and all existing data and data files shall be returned to County by IHS upon expiration of the initial term or the renewal term, as defined herein including any amendments hereto, or upon an earlier termination of this Agreement.

2.10.2 County's data shall not be utilized by IHS for any purpose other than that of rendering services to County and for furnishing programs and services or special services hereunder, nor shall County's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by IHS, subject, however, to the TPIA and any lawful order, nor shall County's data or any part thereof be commercially exploited by or on behalf of IHS, its officers, employees, agents, or any other representatives. As used in this Subsection 2.10, "County" or "County's" means Travis County and any County department."

7. County and Department Obligations Regarding Intellectual Property and Confidential Information.

The terms, conditions, and provisions of Subsection 2.11 of the Agreement are hereby amended so that they also apply to the Juvenile Probation Department. Otherwise, the terms, conditions, and provisions are unchanged and continue in full force and effect.

8. Limitation of Liability.

The first sentence of Section 5 of the Agreement ("Limitation of Liability") is deleted in its entirety and hereby replaced with the following sentence:

"IHS' liability for damages to County for any cause whatsoever related to this Agreement, and regardless of the form of action, whether in contract or in tort (including negligence), shall be limited to and shall not exceed the fees, costs, and charges paid to IHS by County under this Agreement and any amendments thereto."

The second sentence of Section 5 is unchanged and continues in full force and effect.

The third sentence of Section 5 is hereby deleted in its entirety and replaced with the following:

"Notwithstanding anything herein to the contrary, in no event will IHS be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if IHS has been made aware of the possibility of such damages, or for any claim against County by any other party, in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or the act or failure to act of IHS, or arising out of, related to or in connection with this Agreement."

9. Mediation.

The first sentence of Subsection 12.1 of the Agreement ("Mediation") is deleted in its entirety and hereby replaced with the following sentence:

"When mediation is acceptable to the 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 & Remedies Code."

The remainder of Subsection 12.1 is unchanged and continues in full force and effect.

10.0 Notice Section.

Subsection 14.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"14.2. Notices. 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.

14.2.1 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
Hand delivery: 314 West 11th Street, Suite 400
Austin, Texas 78701
Registered or Certified Mail:
P.O. Box 1748
Austin, Texas 78767-1748

14.2.2 The address of the Contractor for all purposes under this Agreement and for all notices hereunder is:

Mr. Robert Baird, President
Indigent Healthcare Solutions Ltd.
2040 Loop 336 N. - Suite 304
Conroe, Texas 77304

14.2.3 Each party may change the address for notice to it by giving notice of the change in compliance with this Subsection 14.2."

11. Modification.

Subsection 14.4 of the Agreement ("Modification") is deleted in its entirety and hereby replaced with the following:

"This Agreement may be modified only pursuant to a writing executed by the County and IHS. It is expressly acknowledged by IHS that no officer, agent, employee, or representative of County has any authority to amend or modify the terms of this Agreement unless expressly granted that authority by the Travis County Commissioners Court."

12. Parties.

The Agreement is hereby amended so that Travis County and Indigent Healthcare Solutions LTD. are the only parties to the Agreement. The Travis County Sheriff's Office is no longer a party to the Agreement. However, the Sheriff's Office will continue to receive all software programs, materials, and services under the Agreement as heretofore amended, and this Amendment shall in no way be interpreted or construed to change or otherwise affect IHS' obligation to provide such programs, materials, and services to the Sheriff's Office under the Agreement as heretofore amended. With respect to the Sheriff's Office, the only effect of this Amendment is that it will no longer be necessary for the Sheriff's Office to sign subsequent amendments or modifications to the Agreement.

Terms and Conditions of Agreement

Except as otherwise specifically amended by this Supplemental Agreement, all terms, conditions, and provisions of the Agreement, as heretofore amended, remain unchanged and in full force and effect. The terms, conditions, and provisions of the Agreement are hereby incorporated by reference into this Supplemental Agreement and made a part of this Agreement for all purposes as if fully copied and set forth herein verbatim.

Effect

This Supplemental Agreement, Amendment Number 3, shall take effect immediately upon its approval by the Parties hereto, and, as amended heretofore and as amended hereby, the Agreement shall remain in full force and effect unless terminated as provided in the Agreement.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: CW Michael Brunner, Purchasing, 49700
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

REVISED

AGENDA LANGUAGE:

Approve Contract Award for Trap Rock, Grade 5T and 6T, IFB No. B110109-CW, to the Sole Bidder, Vulcan Construction Materials.

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.

IFB B110109-CW was issued on April 13, 2011. One (1) bid was received on May 2, 2011. Transportation and Natural Resources recommends award to the sole bidder, Vulcan Construction Materials.

Contract Expenditures: Within the last twelve (12) months \$137,824.00 has been spent against this requirement.

Contract-Related Information:

Award Amount: Estimated Quantity-as need requirements
 Contract Type: Annual
 Contract Period: May 22, 2011 through May 21, 2012:

Solicitation-Related Information:

Solicitations Sent: 685
 Responses Received: 1
 HUB Information: N/A
 % HUB Subcontractor: N/A

Funding Information:

Purchase Requisition in H.T.E.: N/A
 Funding Account(s): 099-4941-621-3064 and 099-4941-621-6014
 Comments: Requisitions are processed at time of requirement.

REQUIRED AUTHORIZATIONS:

Purchasing Office Items

Meeting of May 17, 2011

Purchasing	Bonnie Floyd	Completed	05/12/2011 10:26 AM
Purchasing	Cyd Grimes	Completed	05/12/2011 5:11 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	05/13/2011 8:20 AM
County Judge's Office	Cheryl Aker	Pending	05/12/2011 10:23 AM
Commissioners Court	Cheryl Aker	Pending	



**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
FAX (512) 854-4697

RECEIVED
TRAVIS COUNTY
MAY -5 AM 8:50
PURCHASING
OFFICE

May 4, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Cyd Grimes
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Bid, IFB# **B110109-CW Trap Rock, Grade 5T and 6T**

TNR has reviewed the above referenced bids and recommends award to Vulcan Construction Materials, the only responsive bidder.

The commodity for Road Materials, Lightweight Aggregate is 750 and the sub-commodity is 056. The budget line is 099-4941-621-3064. The commodity for Hauling Service is 962 and the sub-commodity is 039. The budget line is 099-4941-621-6014.

If you need additional information, please contact Christina Jensen at 854-7670.

CJ
CJ:SMM:cj
Contract File

GM200I13

TRAVIS COUNTY

5/05/11

Fiscal Year 2011

Account Balance Inquiry

14:46:12

Account number : 99-4941-621.30-64
 Fund : 099 ROAD & BRIDGE FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 41 ROAD & BRIDGE MAINTENANCE
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 30 OPERATG SUPPLIES,RP&E,NC
 Object : 64 RD MATERIALS/NONASPHALTIC

Original budget : 977,533
 Revised budget : 985,297 02/03/2011
 Actual expenditures - current . . : 6,096.44
 Actual expenditures - ytd . . . : 88,644.42
 Unposted expenditures : .00
 Encumbered amount : 23,695.73
 Unposted encumbrances : 5,000.00
 Pre-encumbrance amount : .00
 Total expenditures & encumbrances: 123,436.59 12.5%
 Unencumbered balance : 861,860.41 87.5

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

GM200I13

TRAVIS COUNTY

5/05/11

Fiscal Year 2011

Account Balance Inquiry

14:46:23

Account number : 99-4941-621.60-14
 Fund : 099 ROAD & BRIDGE FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 41 ROAD & BRIDGE MAINTENANCE
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 60 OTHER PURCHASED SERVICES
 Object : 14 TRANSPORT SERVICES

Original budget :	443,369	
Revised budget :	443,346	11/04/2010
Actual expenditures - current . . . :	8,087.34	
Actual expenditures - ytd :	72,196.85	
Unposted expenditures :	.00	
Encumbered amount :	7,004.43	
Unposted encumbrances :	5,120.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	92,408.62	20.8%
Unencumbered balance :	350,937.38	79.2

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

B110109-CW-9-80 CATEGORY E2: TRAP ROCK GRADE 6T - HAULING CHARGES TO SPECIFIC EAST ZONE GRID SITES, PER TON: Grid 649 - Hauling Charges Per Ton					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Vulcan Construction Materials	First Offer - \$26.40	1 / ton	\$26.40		Y
Product Code:			Supplier Product Code: 636		
Agency Notes:			Supplier Notes:		

B110109-CW-10-01 CATEGORY F: TRAP ROCK GRADE 6T - MATERIAL PICKED UP AT PLANT: MATERIAL PICKED UP AT PLANT BY COUNTY					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Vulcan Construction Materials	First Offer - \$20.00	100 / ton	\$2,000.00		Y
Product Code:			Supplier Product Code: 636		
Agency Notes:			Supplier Notes:		

Supplier Totals

Vulcan Construction Materials	\$93,102.50 (338/338 items)
Bid Contact Jose Cruz cruzj@vmcmail.com Ph 210-213-6802	Address PO Box 791550 San Antonio, TX 78279
Agency Notes:	Supplier Notes:

**



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: David Walch, Purchasing, 854-6663
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Contract No. PS110165DW, Austin Recovery Center, Inc., to provide Professional Counseling Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

This agreement is for the provision of intensive outpatient professional counseling services to dually diagnosed offenders participating in Travis County District and County Criminal Courts', Veterans Court Program. Services provided will include individual and group counseling for chemical dependency. The Veterans Court program works with dually diagnosed veteran offenders who do not have access to appropriate treatment through the Veterans Administration. This agreement will target Veterans presenting with Post Traumatic Stress Disorder or other mental health issues who are abusing or are addicted to drugs and/or alcohol in Travis County.

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

Contract-Related Information:

Award Amount: As-Needed Contract
 Contract Type: Professional Services Agreement
 Contract Period: 05/17/11 - 09/30/11 (auto renewal)

- **Funding Information:**

Purchase Requisition in H.T.E.: N/A
 Funding Account(s): 676-2430-546-6099
 Comments: This is an as-needed contract.

REQUIRED AUTHORIZATIONS:

Purchasing Office Items

Meeting of May 17, 2011

Purchasing	Marvin Brice	Completed	05/06/2011 9:05 AM
Purchasing	Cyd Grimes	Completed	05/06/2011 10:16 AM
Purchasing Admin Support Group	Juan Gonzalez	Completed	05/09/2011 9:48 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

PS110165DW

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT

DATE: March 21, 2011

TO: Cyd Grimes
Purchasing Agent

FROM: Debra Hale
Debra Hale
Director of Court Management
District and County Criminal Courts

4/6/11 - to JC
to Joe K.
For Review.

RE: New Contract with Austin Recovery for Counseling Services

Travis County Criminal Court Department would like to enter into a contractual agreement with Austin Recovery for Counseling Services.

We have attached the following documents to be used in this contract:

- Scope of Services
- Fiscal Provisions
- Sample Invoice

The following details the line item and budget amount to be used for this contract:

Funding Account Number: 676-2430-546-6099 Project # M11676

If you need additional information in order to proceed, please do not hesitate to call me.

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

AUSTIN RECOVERY CENTER, INC.

FOR

COUNSELING SERVICES

CONTRACT NO. PS110165DW



Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term	4
3.0	Contractor’s Responsibilities	4
4.0	Compensation, Billing and Payment.....	7
5.0	Records, Confidentiality and Access.....	8
6.0	Amendments/Modifications	9
7.0	Other Provisions.....	9
	Approvals	15

Attachments

Attachment A – Scope of Services & Performance Measures.....	16
Attachment B – Fee Schedule.....	17
Attachment C – Insurance Requirements.....	18
Attachment D – Ethics Affidavit including:	21
Exhibit 1 - List of Key Contracting Persons.....	23
Attachment E – Conflict of Interest Questionnaire.....	25

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR COUNSELING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and AUSTIN RECOVERY CENTER, Inc., (the “CONTRACTOR”).

WHEREAS, COUNTY desires to obtain the services of a qualified credentialed staff to provide counseling services, for Travis County and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Austin Recovery,
- 1.5 "Is doing business" and "has done business" mean:

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

1.5.2 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;

1.5.3 but does not include

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

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing

PS110165DW

guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Director of Court Management, of Travis County District and County Criminal Courts or her designee.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2011, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance 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].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, 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 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.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to counseling services being provided hereunder. CONTRACTOR shall provide Director documentation that the provider's license is in good standing with the licensing entity. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors,

agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.143.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.143.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.143.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR was the alleged or designated perpetrator.

3.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00. *Form is provided as Attachment E*

3.16 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.17 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.18 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of Travis County.

3.19 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY’S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and Contractor’s compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Not to exceed amount: N/A-As needed Basis
- 4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY’S satisfaction and given COUNTY’S approval, which shall not be unreasonably withheld. COUNTY’S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR’S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis within ten (10) working days after the end of any calendar month in which services are provided. Each invoice shall contain the following: name and address of CONTRACTOR as it appears on this contract, contract number, a detailing of individual and group sessions as outlined in Attachment A, Scope of Services, and the total amount of payment requested for each client. CONTRACTOR shall use the Invoice Format provided in Attachment F of this contract. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Mr. Jackson Glass
Travis County – Veterans Court Program
509 W. 11th Street, Suite 2.700
Austin, Texas 78701

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide 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 Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR 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.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 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 CONTRACTOR 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 CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

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

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY

AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights 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. 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, 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, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any,

where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement 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 Agreement shall not preclude the exercise of any other right or remedy under this Agreement 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.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.7.2.1 Attachment A – Scope of Services

- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts
- 7.7.2.6 Attachment F -- Invoice Format (Sample)

7.8 Notices:

7.8.1 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her 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):

Debra Hale (or her successor)
Director of Court Management
District and County Criminal Courts
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Linda Garnett
Austin Recovery
8402 Cross Park Drive
Austin, Texas 78754

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or

a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.20 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Austin Recovery

Travis County



By: Jonathan Ross, President/CEO
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 4/27/11

Date: _____

Approved as to Legal Form By:


Assistant County Attorney

Approved by Purchasing:

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

ATTACHMENT A Scope of Services

Project Description

The Travis County Veterans Court seeks to expand services to offer intensive outpatient treatment services to up to 20 dually diagnosed offenders participating in the Veterans Court program. The Veterans Court program currently works with dually diagnosed veteran offenders who do not have access to appropriate treatment through the Veterans Administration.

Project Goals

The primary goal of the Travis County Veterans Court program is to give defendants the opportunity to recover from their addictions and achieve total abstinence from the abuse of illicit/illegal substances, which then reduces contact with the criminal justice system. This goal will be accomplished in part by providing effective treatment for persons who are not in a financial position to access treatment.

Target Population

The target population served by the Veterans Court program is non-violent adult offenders who have been arrested and have been assessed as having PTSD or other mental health issues and who are abusing or are addicted to drugs and/or alcohol in Travis County. The availability of appropriate services such as intensive outpatient treatment for dual diagnosis offenders will better enable the Veterans Court program to serve veteran offenders who are chemically abusive/dependent and who have combat-related mental disorders.

Description of Services to be Provided by Contractor

CONTRACTOR will provide:

- Intensive Outpatient Treatment for dually diagnosed veteran offenders.

CONTRACTOR will provide intensive outpatient treatment utilizing qualified and credentialed staff to provide services for dually diagnosed offenders referred by the Travis County Veterans Court. CONTRACTOR shall cooperate with the Veterans Court Team in developing solutions to barriers and obstacles preventing effective and timely treatment.

The Travis County Veterans Court Program will refer appropriate clients to the CONTRACTOR. Once referred, the CONTRACTOR will participate with the Veterans Court team. The team members shall assess the client's progress while in treatment by monitoring the client's attendance, urine specimens, and motivation level during group and individual sessions.

Participants will be expected to comply with the rules of treatment program.

CONTRACTOR shall provide, as needed, the following services at a minimum.

Intensive Outpatient Treatment

- Level III Outpatient Treatment for clients as prescribed in the DSHS, Texas Administrative Code, Chapter 447 which provides for an average of 10 hours of services per week comprised of at least two hours of chemical dependency counseling (including one hour of individual counseling per week) and eight hours of additional counseling, chemical dependency education or skills training.

CONTRACTOR shall work closely with Veterans Court staff regarding clients who do not respond positively and who may require additional services. CONTRACTOR may require staff providing services to participate in training to be held throughout the Contract period.

Tracking Data

CONTRACTOR shall track clients, collect and share data with the Veterans Court Program in accordance with all confidentiality laws. CONTRACTOR shall conform to the progress reporting schedule and format requested by the Veterans Court Program. CONTRACTOR shall cooperate with the identified evaluation staff by providing timely submission of data according to the evaluation plan as agreed by all partners of the Veterans Court Program.

Deliverables

CONTRACTOR shall prepare hard copy documentation at the time periods described below:

1. Progress reports for all active clients- weekly
2. Number and type of participant hours attended by all clients- weekly
3. List of active clients- monthly

Requested documentation is not limited to the aforementioned types of information.

Disciplinary Actions

As it is the policy of DSHS to communicate information to the public and the field regarding disciplinary actions taken by DSHS against licensed counselors, facilities and offender education programs, COUNTY should also be notified regarding any disciplinary actions taken by DSHS against CONTRACTOR, its licensed counselors, or its offender education program within 15 days of CONTRACTOR being notified of violation(s).

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

CONTRACTOR shall be compensated for services performed at the following rates:

Individual Session	\$54.00 per hour
Group Session	\$17.00 per hour

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a
\$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

PS110165DW

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: April 27, 2011
Name of Affiant: Jonathan Ross
Title of Affiant: President/CEO
Business Name of Proponent: Austin Recovery, Inc.
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent 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 the solicitation.

[Signature]
Signature of Affiant
8402 CROSS PARK DR., AUSTIN, TX. 78754
Address

SUBSCRIBED AND SWORN TO before me by JONATHAN ROSS on April 27, 2011.

[Signature]
Notary Public, State of TEXAS

Typed or printed name of notary Judith E. Haney
My commission expires: 05.14.2013

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS

January 18, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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	Felicita 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	
Executive Manager, 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	
Attorney, Transactions Division.....	Daniel Bradford	
Attorney, Transactions Division.....	Mary Etta Gerhardt	

Attorney, Transactions Division..... Barbara Wilson
 Attorney, Transactions Division..... Jim Connolly
 Attorney, Transactions Division..... Tenley Aldredge
 Director, Health Services Division..... Beth Devery
 Attorney, Health Services Division..... Prema Gregerson*
 Purchasing Agent Cyd Grimes, C.P.M.
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV..... Diana Gonzalez
 Purchasing Agent Assistant IV..... Lee Perry
 Purchasing Agent Assistant IV..... Jason Walker
 Purchasing Agent Assistant IV..... Richard Villareal
 Purchasing Agent Assistant IV..... Oralia Jones, CPPB
 Purchasing Agent Assistant IV..... Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM*
 Purchasing Agent Assistant III..... Vacant
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Elizabeth Corey, C.P.M.
 Purchasing Agent Assistant III..... Rosalinda Garcia
 Purchasing Agent Assistant III..... Loren Breland, CPPB
 Purchasing Agent Assistant II..... C.W. Bruner, CTP*
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis*

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

PS110165DW

ATTACHMENT F
INVOICE FORMAT
(SAMPLE)

March 4, 20xx

Contract No.: PS110165DW

Mr. Jackson Glass
Travis County – Veterans Court Program
509 W. 11th Street, Suite 2.700
Austin, Texas, 78701

Dear Mr. Jackson Glass,

Please remit payment to Austin Recovery Center for counseling services for clients in the Veterans Court Program. The summary of the number of individual and group sessions is provided below and the total amount due for February 1 through February 28, 20XX is **\$734.00**. Please note that the detail for the billing is attached in the monthly billing report. This invoice is submitted in accordance with the terms and conditions of the above referenced contract. I warrant that all of the provided services are true and accurate for counseling services for clients in the Veterans Court Program.

<u>Sessions</u>	<u># of hours</u>	<u>Hourly Rate</u>	<u>Extended Cost</u>
Individual	1	\$54.00	\$54.00
Group	40	\$17.00	<u>\$680.00</u>
			Total Cost = \$734.00

Please send payment to Austin Recovery Center, 8402 Cross Park Drive, Austin, TX 78754.
Thank you for your prompt attention to this matter.

Respectfully,

MONTHLY BILLING FORMAT
Counseling Services

Veterans Court Program

For the Month of: February 20xx

Client Last Name	Client First Name	Service Date	Type of Service	# of Hours	Rate per Hour	Extended Cost
Doe	John	02/16/2011	Individual	1.0	\$54.00	\$54.00
Doe	John	02/19/2011	Group	40.0	\$17.00	\$680.00
Data...	....	....	....	....	....	....
Data....	....	....	....	....	....	....
					Total	\$734.00



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: John Pena, Purchasing, 854-9700
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 3 to Contract No. 10K00309JE, J. D. Ramming Paving Co., LTD. for FY2010 HMAC Overlay Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

TNR requests the approval of Change Order Number Three (3) for the above contract. This Change Order is to bring five (5) additional roads for the City of Rollingwood to be re-textured and paved under the existing contract. This modification will increase the above contract by \$160,652.44 from \$615,027.28 to \$775,679.72.

Contract Expenditures: Within the last 12 months \$362,611.02 has been spent against this contract.

Contract-Related Information:

Award Amount: \$600,109.55
 Contract Type: Construction
 Contract Period: Through Completion

Contract Modification Information:

Modification Amount: \$160,652.44
 Modification Type: Construction
 Modification Period: Through Completion

Solicitation-Related Information: N/A

Solicitations Sent:
 Responses Received:
 HUB Information:
 % HUB Subcontractor:

Special Contract Considerations: N/A

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

- **Funding Information:**

Purchase Requisition in H.T.E.: 530249
 Funding Account(s): 475-4993-338.12-10
 Comments: Road Work Fees, Project X3L025

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	05/10/2011 1:27 PM
Purchasing	Cyd Grimes	Pending	
Purchasing Admin Support Group		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, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

RECEIVED
TRAVIS COUNTY
2011 MAY 10 AM 9:36
PURCHASING
OFFICE

May 9, 2011

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
FROM: *Carol B. Jorgensen*
Steven M. Manilla, P.E., Executive Manager
SUBJECT: Change Order #3 – FY2010 HMAC Type C Program
Contract #10K00309JE
PO #457922

TNR requests the approval of change order number three (3) for the above contract. This is to bring five additional roads for City of Rollingwood to be re-textured and paved under existing contract. This modification will increase the above contract by \$160,652.44 from \$615,027.28 to \$775,679.72. The \$160,652.44 is encumbered under requisition number 530249 and the commodity/sub-commodity is 968/048.

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

BC:SSM:bc

Copy: John Pena, Purchasing
Don Ward, TNR
Scott Lambert, TNR
Brunilda Cruz, TNR

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O BOX 1748
AUSTIN, TX. 78767
(512) 473-9125
FAX: (512) 473-9164

623612

To: Rodney D. Rhoades
Executive Manager, Planning and Budget

From: Susan Spataro
County Auditor *SS*

Subject: Certification of Revenue – FY10 Overlay Program, City of Rollingwood

Date: May 2, 2011

I hereby certify an additional \$160,652.44 for the Transportation and Natural Resources Department received from the City of Rollingwood for the 2010 HMA Overlay Program approved by Commissioners' Court on May 4, 2010.

The funds should be allocated as follows:

475-4993-338.12-10	Road Work Fees	Project X3L025	\$160,652.44
--------------------	----------------	----------------	--------------

If you have any questions, please call.

SAS/je

cc: Nicki Riley, Chief Assistant County Auditor II
Jose Palacios, Chief Assistant County Auditor I
Carolyn Damron, Auditor Financial Analyst V
Hannah York, Auditor Financial Analyst IV
Tracy LeBlanc, Associate Auditor II
Leroy Nellis, Budget Director, PBO
Jessica Rio, Assistant Budget Director
Cynthia McDonald, Financial Manager, TNR
Donna Williams-Jones, Sr. Financial Analyst, TNR

TRAVIS COUNTY - TNR
Change Order No. Contract

Approval of the following change in the Plans and/or Specifications is requested:

Field Change Request No. 3

Limits: Group G - Rollingwood, City of

Plan Sheet No.

Description:

1&1/2" HMAC Overlay

CONTRACTOR:

J.D. RAMMING PAVING CO. LTD

This field change is requested for the following reason(s):

Group G - Rollingwood - Addition paving on Rollingwood Drive,
 Group G - Rollingwood - Add Nixon Dr, Hatley Dr, and Wallis Dr

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES		
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)	PREVIOUS AMOUNT
1E	Level-up & Site Preparation	Ton	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
2E	1 1/2" Type C HMAC Overlay	SY	0.000	4.75	-	54,262.00	\$ 4.75	\$ 257,744.50	54,262	4.75	\$ 257,744.50
3E	Unclassified Excavation	CY	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
4E	Temporary Pavement Markers	Each	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
1F	Level-up & Site Preparation	Ton	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
2F	1 1/2" Type C HMAC Overlay	SY	0.000	5.35	-	47,979.45	\$ 5.35	\$ 256,690.06	47,979	5.35	\$ 256,690.06
3F	Unclassified Excavation	CY	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
4F	Temporary Pavement Markers	Each	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
1G	Level-up & Site Preparation	Ton	0.000	65.00	-	100.00	\$ 65.00	\$ 6,500.00	100	65.00	\$ 6,500.00
2G	1 1/2" Type C HMAC Overlay	SY	23,800.361	5.25	124,951.90	37,717.80	\$ 5.25	\$ 198,018.46	13,917	5.25	\$ 73,066.56
3G	Unclassified Excavation	CY	0.000	10.00	-	15.00	\$ 10.00	\$ 150.00	15	10.00	\$ 150.00
4G	Temporary Pavement Markers	Each	0.000	-	-	-	\$ -	\$ -	-	-	\$ -
5G	Roadway Planning	SY	23,800.361	1.50	35,700.54	37,717.36	\$ 1.50	\$ 56,576.04	13,917	1.50	\$ 20,875.50
TOTAL					\$ 160,652.44			\$ 775,679.05			\$ 615,026.62

Materials(\$)

Services(\$)

TOTAL

NET OVERRUN/(UNDERRUN)

\$ 160,652.44

TIME Extension:

270 Days

REQUESTED BY:

Clarke 4/14/11
 Contractor Date

NOTICE to the CONTRACTOR:

This is your authority to proceed with this work at the rates named above.

William C. Hart Apr 14, 2011
 City of Lakeway Date
 City of Rollingwood Date

RECOMMENDED FOR APPROVAL BY:

Donald W. W... 4/14/11
 Division Director, Road & Bridge Date

APPROVED:

Carol B. J... 05/10/2011
 COUNTY EXECUTIVE, TNR Date

Construction Manager Date

JB
 Purchasing Agent Date

County Judge Date

HMAC 1 ½” Overlay Projects – City of Rollingwood - Proposed Additions

ROAD NAME	BEGINNING	ENDING	MILES	LENGTH (FT)	WIDTH (FT)	SQ YDS
Rollingwood Dr	Riley	Barton Springs	0.17	905	38.64	3885.467
Rollingwood Dr	Gentry	Ridgewood	0.04	1,344	35.28	5268.480
Nixon Drive	Pickwick Ln	Hatley Dr	0.04	1,391	29.03	4486.748
Hatley Drive	Wallis Dr	Ridgewood Rd	0.39	2,060	29	6637.778
Wallis Drive	Rollingwood	Hatley Dr	0.21	1,093	29	3521.889

Totals = **23,800.361**

Planing	HMAC Overlay	Total per roadway
\$1.50	\$5.25	
\$5,828.20	\$20,398.70	\$26,226.90
\$7,902.72	\$27,659.52	\$35,562.24
\$6,730.12	\$23,555.43	\$30,285.55
\$9,956.67	\$34,848.33	\$44,805.00
\$5,282.83	\$18,489.92	\$23,772.75

Total all roadways = **\$160,652.44** 26.77%

Ramming Original Contract Amount = **\$600,109.55**



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: Jorge Talavera, Purchasing, 854-9762
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Request for Services (RFS) for a Consultant to determine the feasibility of entering into a Public Private Partnership (P3) for a new Civil and Family Courthouse, RFS No. S110505-CG, and authorize Purchasing Agent to issue RFS.

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.

Subject RFS is to hire a Consultant to assist the County in determining the feasibility of entering into a Public Private Partnership (P3) in connection with the design and construction of a new Civil and Family Courthouse. Should it be determined that a P3 is in the County's best interest, a RFQ will be developed to move forward. Staff requests approval of the RFS, and authorization for issuance by the Purchasing Agent.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	05/11/2011 2:40 PM
Purchasing	Cyd Grimes	Completed	05/11/2011 2:47 PM
Purchasing Admin Support Group	Patricia Estrada	Completed	05/11/2011 2:54 PM
County Judge's Office	Cheryl Aker	Completed	05/11/2011 3:18 PM
Commissioners Court	Cheryl Aker	Pending	



TRAVIS COUNTY PURCHASING OFFICE

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

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

May 18, 2011

You are invited to submit your proposal in accordance with the requirements in this REQUEST FOR SERVICES (RFS) S110505-CG, Advisory Team for Feasibility Analysis of a Public Private Partnership for a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX.

The objective of this RFS is to procure professional consulting services to advise the Travis County Commissioners Court on the potential feasibility of using a Public Private Partnership ("P3") to develop a New Civil and Family Courthouse in Austin, TX.

Alternate No. 1 - The Consultant chosen pursuant to this Request for Services will **not** be eligible to become the Owner's Representative for the Project or the Private Partner for the Project. Further, Travis County will not choose any Respondent for the roles of Owner's Representative or Private Partner which includes any person or legal entity which was at any time a part of the Consultant.

Alternate No. 2 - The Commissioners Court of Travis County may choose to allow the Consultant to compete for the role of Phase II Owner's Representative. However, Travis County will **not** choose any Respondent for the role of Private Partner which includes any person or legal entity which was at any time a part of the Consultant.

Proposals must be submitted with an **ORIGINAL (MARKED "ORIGINAL") AND TEN (10) COPIES and an electronic copy** (in a Word or searchable PDF format on CD) to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701, no later than **2:00 p.m. CST, June 24, 2011.**

POTENTIAL RESPONDENTS ARE REQUESTED TO NOT DIRECT ANY INQUIRIES REGARDING THIS RFS TO MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT OR ANY OTHER COUNTY STAFF. ANY SUCH CONTACT MAY RESULT IN DISQUALIFICATION FROM THE PROCUREMENT PROCESS FOR THESE SERVICES.

FOR ANY INFORMATION RELATED TO THIS RFS, THE RESPONDENT MAY CONTACT ONLY JORGE TALAVERA, CPPO, CPPB, PURCHASING AGENT ASSISTANT; OR CYD V. GRIMES, C.P.M., PURCHASING AGENT.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR SERVICES
"RFS #S110505-CG"**

ADVISORY TEAM FOR FEASIBILITY ANALYSIS OF A PUBLIC PRIVATE PARTNERSHIP FOR A NEW CIVIL AND FAMILY COURTHOUSE AT 308 GUADALUPE STREET IN AUSTIN, TX"

DO NOT OPEN IN MAILROOM

Your consideration of this Request for Services is appreciated.

Sincerely,

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

REQUEST FOR SERVICES
Advisory Team for Feasibility Analysis of a Public Private Partnership for a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX
RFS#S110505-CG

TABLE OF CONTENTS

		<u>PAGE</u>
<u>PART I</u>	<u>GENERAL REQUIREMENTS</u>	
SECTION A	GENERAL INFORMATION	1-5
SECTION B	REQUIRED DOCUMENTATION	6-8
	ATTACHMENT 1 - ETHICS AFFIDAVIT	9
	EXHIBIT A - LIST OF KEY CONTRACTING PERSONS	10-11
	ATTACHMENT 2 - HUB DECLARATION OF ELIGIBILITY AND LIST OF CERTIFIED HUB SUBCONTRACTORS	12
	ATTACHMENT 2A – HUB DETERMINATION OF GOOD FAITH EFFORT CHECKLIST	15
	ATTACHMENT 3 – DETAILED FEE SCHEDULE	16
	ATTACHMENT 4 – QUALIFICATIONS QUESTIONNAIRE	17-22
SECTION C	ADDITIONAL INFORMATION	23-24
SECTION D	NEGOTIATIONS	25-27
<u>PART II</u>	<u>SCOPE OF SERVICES</u>	25-27
<u>PART III</u>	<u>DRAFT PROFESSIONAL SERVICES AGREEMENT</u>	28-63
<u>PART IV</u>	<u>REQUEST FOR INFORMATION</u>	64
	APPENDIX A - REQUEST FOR INFORMATION (RFI) NO. I041311CG PUBLIC PRIVATE PARTNERSHIP FOR A NEW CIVIL AND FAMILY COURTHOUSE IN TRAVIS COUNTY DATED APRIL 22, 2011	

REQUEST FOR SERVICES
Advisory Team for Feasibility Analysis of a Public Private Partnership for a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX
RFS#S110505-CG

PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE:

The Travis County Purchasing Agent, on behalf of the Travis County Commissioners Court, is requesting proposals from all qualified, responsible Respondents to assist and advise Travis County regarding the feasibility of entering into a Public Private Partnership (P3) for a new Travis County Civil and Family Courthouse to be built on Travis County owned land.

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Travis County to reimburse Respondents for any expense incurred in preparing proposals in response to this RFS, and Travis County will not reimburse anyone for these expenses.

3.0 DEFINITIONS:

The Project – The Project is the construction of a civil and family courts building on the block owned by Travis County bounded by 4th Street on the north, 3rd Street on the south, San Antonio Street on the west, and Guadalupe Street on the east.

The Project will begin with Phase I:

Phase I – Review and analysis of responses to a Request for Information issued by Travis County, dated April 22, 2011, and the development of a Concept and Objectives for the Project.

If Phase I results in a decision by the Travis County Commissioners Court to proceed with the Project by creating a Public-Private Partnership for the Project, then the remainder of the Project will consist of the following three phases:

Phase II – The selection of an Owner's Representative for the Project.

Phase III – The selection of a Private Partner and delivery method for the Project.

Phase IV – The design, construction, occupancy, operation, and maintenance of the Project. Financing a part or the entire Project may also become a part of the Project depending on the Public-Private Partnership approach selected.

The Request for Information – The Request for Information issued by Travis County, dated April 22, 2011, and attached to this RFS as Part IV – Appendix A.

The Concept and Objectives – The Concept and Objectives for the Project are the approach to delivering the Project. The recommendation should at least include a value for

money analysis supporting the recommendation, a timeline and next steps necessary to execute the concept. The Concept and Objectives are not anticipated to be detailed in architectural intent, but should address the scope and magnitude of the project gross square footage as included in the RFI, the economic and market conditions in Austin, TX, a process and strategy for communication and local involvement and provide the best value for money to the taxpayers of Travis County.

Public-Private Partnership – A Public-Private Partnership is any plan for completion of the Project which involves both Travis County and a Private Partner in both the development and construction of the Project and the operation and maintenance of the Project. There are many forms and options for a Public-Private Partnership.

The Owner's Representative – A private entity, composed of one or more individuals and/or one or more legal entities, whose function in the Project is to represent the interests of Travis County during Phases III and IV of the Project.

Private Partner – A private entity, composed of one or more individuals and/or one or more legal entities, whose function is to design, construct, operate, and/or maintain the Project in cooperation with Travis County, pursuant to an agreement with Travis County.

The Consultant – The advisory team (a private entity) composed of one or more individuals and/or one or more legal entities, to be selected by Travis County pursuant to this Request for Services.

Respondent(s) – Any entity which makes a proposal to provide the services requested in this Request for Services.

4.0 **SUBMISSION OF PROPOSAL:**

4.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS TEN (10) COPIES and an electronic copy** (in a Word or searchable PDF format on CD) must be received by the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701 no later than **June 24, 2011 at 2:00 p.m.** All proposals must be addressed to:

**Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent
314 West 11th Street, Room 400
Austin, Texas 78701**

4.2 The envelope in which the proposal is enclosed must be marked:

**REQUEST FOR SERVICES
"RFS No. S110505CG, Advisory Team for Feasibility Analysis of a Public Private Partnership
for a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX"**

DO NOT OPEN IN MAILROOM

4.3 Proposals submitted by fax or e-mail will not be considered. Proposals may be modified by fax or e-mail if the modification is received prior to the time and date set for the proposal opening, and if specific proposal prices are not exposed by the modification.

5.0 LATE PROPOSALS OR MODIFICATIONS:

Proposals and/or modifications to proposals received after the time and date set for the proposal submission will not be considered, and will be returned to the sender unopened.

6.0 WITHDRAWAL OF PROPOSALS:

Respondent agrees that by submitting a proposal, it may not withdraw that proposal without the permission of Travis County for a period of ninety (90) days following the date designated for the receipt of proposals.

7.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFS, and the Scope of Services in Part II may be obtained from Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, Travis County Purchasing Office, Granger Building, Suite 400, Austin, Texas, telephone (512) 854-9762. When requesting information or submitting questions, please refer to the RFS number at the top of this page.

8.0 CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS:

If any person contemplating submitting a proposal is in doubt as to the true meaning of the requirements or other documents or any part thereof, a request for clarification should be submitted to the Purchasing Agent at least TEN (10) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFS will be made only by an RFS Amendment issued by the Purchasing Agent. In addition to being posted on BidSync, a copy of the RFS Amendment will be mailed or faxed to each person receiving a solicitation who does not have access to electronic means of doing business.

9.0 GENERAL CONDITIONS:

Respondent must thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFS (including attachments). No plea of ignorance by Respondent of conditions that exist or that may hereafter exist as a result of: (1) failure or omission on the part of Respondent to make the necessary examinations and investigations, or (2) failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to Respondent.

By submitting a proposal, Respondent warrants that it is fully satisfied that the requirements stated in this RFS, as amended (if applicable), accurately describe or indicate that all

conditions, either at the Project site or otherwise, have been taken into account in determining the offered price(s). There will be no increase in the contract price based upon Respondent's misunderstanding or lack of knowledge about the intent of this solicitation.

10.0 **ETHICS POLICY:**

Travis County has adopted an Ethics Policy that controls the way in which Travis County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that Travis County considers influential in this contract are called Key Contracting Persons and are listed in Exhibit A to the Ethics Affidavit attached to Part I of this RFS as Attachment 1. The types of transactions with Key Contracting Person that are covered by the Ethics Policy are those that involve the following:

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

10.2 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;

10.3 **but do not include**

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

10.3.2 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 Respondent in the ordinary course of its business; or

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

This policy requires Respondent to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before it submits its proposal and to swear to and submit the Ethics Affidavit with its proposal. This policy also requires the selected Respondent to inform Travis County of covered transactions with the Key Contracting Persons that occur at any time during the contract term. If the selected Respondent does not comply with these information requirements, the selected Respondent must continue to perform the contract and forfeit all of the benefits of the contract as provided in paragraph 11.8 (Forfeiture of Agreement) of the Draft Professional Services Agreement included in this RFS as Part III.

11.0 HUB PROCUREMENT PROGRAM:

It is the policy of the County that Historically Underutilized Businesses (HUBs) will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **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.** The program strongly encourages Respondent to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 2A), must be completed and returned with Respondent's proposal. To be considered as a Certified HUB, Respondent and/or subconsultant must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the contract or subcontract is signed.

The Respondent to whom the contract is awarded (the "CONSULTANT") will be responsible for the use of the Vendor Tracking System ("VTS") and will require all subconsultants to be responsible for system reporting. The VTS system electronically tracks payments to all first-tier subconsultants.

Attachment 2 and 2A will be incorporated by reference in the Professional Services Agreement and will become part of the Agreement.

PART I, SECTION B - REQUIRED DOCUMENTATION

- 1.0 The documentation required for submittal with Respondent's proposal is described in the following paragraphs. Paragraph 2.0 describes documentation that will be used in the evaluation of Respondent's proposal. Paragraph 3.0 lists other documents that must be submitted.

Please note this Section B may not address all documentation required by this RFS. Respondent is cautioned to read the entire RFS to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.

- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with **an original (marked "original") and ten (10) copies and one electronic copy** (in a Word or searchable PDF format on CD). These must include the following:

2.1 Title Page - The title page must show the RFS subject and number; Respondent's name; the name, address, and telephone number of a contact person; and the date of the proposal.

2.2 Transmittal Letter – Respondent must submit a signed letter: (i) briefly addressing Respondent's understanding of the work to be done; (ii) stating Respondent's commitment to do the work detailed within this RFS; and (iii) including a statement explaining why Respondent believes it is the most highly qualified to do the required work.

2.3 Detailed Proposal - The detailed proposal must address the ability to provide services for each requirement in this RFS and must include the following information:

2.3.1 Describe similar Professional Consulting Services detailing recent (within the past 5 years) experience;

2.3.2 A brief summary (no more than 10 pages) of the qualifications of the Respondent and key individual(s) who will be assigned to the Project, including the professional resume for each staff member designated to work with Travis County on the Project and listing each individual's work experience, professional certifications, honors, awards, etc.;

2.3.3 Provide a management plan to accomplish the efficient implementation of the work for the Project under consideration, including a proposed schedule for completion of the work; and

2.3.4 Information on whether the Respondent intends to subcontract any of the work to be performed under the contract, and if so what part, what percentage, and to whom.

2.4 Respondent References - Respondent must furnish at least three references for which Respondent has provided similar consulting services in the continental U.S.

or Canada within the past five years. These references must include: (a) a description of the service and location of the contract; and (b) the name, address and telephone number of at least one (1) person who represents Respondent's client. Travis County may contact or visit any of the listed clients to evaluate the services proposed in response to this RFS (Reference Attachment 4 – Qualifications Questionnaire, Item 14).

- 2.5 Description of Respondent - The description must include the full legal name of Respondent, a description of the services Respondent provides, the number of Respondent's employees both inside and outside of Travis County, a description and location of Respondent's service facilities, and a description of Respondent's entity status. (Reference Attachment 4 – Qualifications Questionnaire).
- 2.6 Respondent Representative – Respondent must include the name of the individual designated to answer technical and contractual questions with respect to the proposal, along with the individual's telephone numbers.
- 2.7 Cost Proposal – Respondent must provide a Fee Schedule (Attachment 3), indicating its method of billing, i.e.. hourly rates, fixed fee, etc. in the performance of the contract.
- 2.8 Financial Stability – Respondent is required to submit: (1) audited Income Statements and Balance Sheets for the periods 2008-2010;(2) unaudited Income Statements and Balance Sheets for 2011; and (3) the basis of accounting on which Respondent's financial statements have been prepared. The 2011 statements shall be the most recent year to date. County has the right to verify financial statements through financial references and services that provide financial ratings.

3.0 Respondent must complete and return the following documents with its proposal:

- 3.1* Signed and notarized Ethics Affidavit (**Attachment 1**), including the accompanying Exhibit A
- 3.2* HUB Declaration and List of Certified HUB Subcontractors (**Attachment 2**)
- 3.3* HUB Determination of Good Faith Effort Checklist (**Attachment 2A**)
- 3.4* Detailed Fee Schedule and/or Total Cost for Proposal (**Attachment 3**)
- 3.5* Qualifications Questionnaire (**Attachment 4**)
- 3.6 All other information required by this RFS

*These documents are included as Attachments to this Part I, Section B.

4.0 Conflict of Interest:

If required under Chapter 176 Texas Local Government Code, Respondent must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Respondent must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Respondent must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Respondent should note that the law requires that County provide access to a filed Questionnaire on the official Travis County internet website. However, the law does not require that County release information that is excepted from disclosure under the Texas Public Information Act. As between County and Respondent, Respondent is solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Respondent: _____

County of Respondent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Respondent to make this affidavit for Respondent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Affiant has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Respondent is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____,
20__.

Notary Public, State of _____

Typed or printed name of notary

My commission expires:

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
February 7, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge ..	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe.....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
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	Felicita 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	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget	Rodney Rhoades	
County Executive, Emergency Services .	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning....	Roger Jefferies	
Chief Information Officer	Joe Harlow	
Director, Facilities Management.	Roger El Khoury, M.S., P.E.	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney .	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division.....	Tom Nuckols*	
Attorney, Land Use Division	Christopher Gilmore	
Attorney, Land Use Division	Julie Joe	
Director, Transactions Division .	John Hille	
Attorney, Transactions Division..	Tamara Armstrong	
Attorney, Transactions Division..	Daniel Bradford	
Attorney, Transactions Division..	Mary Etta Gerhardt	
Attorney, Transactions Division..	Barbara Wilson	
Attorney, Transactions Division..	Jim Connolly	
Attorney, Transactions Division..	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division	Prema Gregerson*	

CURRENT - continued

Purchasing Agent	Cyd Grimes, C.P.M.
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV ...	Diana Gonzalez
Purchasing Agent Assistant IV ...	Lee Perry
Purchasing Agent Assistant IV ...	Jason Walker
Purchasing Agent Assistant IV ...	Richard Villareal
Purchasing Agent Assistant IV ...	Oralia Jones, CPPB
Purchasing Agent Assistant IV ...	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV ...	Scott Wilson, CPPB
Purchasing Agent Assistant IV ...	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV ...	George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV ...	John E. Pena, CTPM*
Purchasing Agent Assistant III ...	Vacant
Purchasing Agent Assistant III ...	Michael Long, CPPB
Purchasing Agent Assistant III ...	Elizabeth Corey, C.P.M.*
Purchasing Agent Assistant III ...	Rosalinda Garcia
Purchasing Agent Assistant III ...	Loren Breland, CPPB
Purchasing Agent Assistant III ...	David Walch
Purchasing Agent Assistant III ...	Nancy Barchus, CPPB
Purchasing Agent Assistant II	C.W. Bruner, CTP*
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst.....	Scott Worthington
Purchasing Business Analyst.....	Jennifer Francis*
250 th Judicial District Civil Court.	Judge John K. Dietz
County Court at Law #2.....	Judge Eric Sheppard
261 st Judicial District Civil Court.	Judge Lora Livingston
201 st District Court.....	Judge Amy Clark Meachum
200 th Judicial District Civil Court.	Judge Gisela D. Triana-Doyal
Strategic Planning Mgr., Planning & Budget.	Belinda Powell

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Executive Assistant	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III ...	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division..	Sarah Churchill	04/30/11
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.

ATTACHMENT 2
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business (M/WBE) goals adopted by the Travis County Commissioners Court.

The following goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, have been assigned for this particular project and designated with an "X" in the box provided.

Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

<input type="checkbox"/> COMMODITIES		<input checked="" type="checkbox"/> PROFESSIONAL SERVICES		<input type="checkbox"/> NON-PROFESSIONAL SERVICES	
Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Native/Asian American	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Native/Asian American
Overall WBE Goal: 6.2%		Overall WBE Goal: 15.8%		Overall WBE Goal: 15.0%	

Prime Contractor: _____

Project Title: _____

HUB: Yes No Indicate Gender & Ethnicity: _____

Certifying Agency (Check all applicable): State of Texas (HUB) City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)

Address: _____ Phone No.: () _____ Fax No.: () _____

City: _____ State: _____ Zip: _____

E-mail: _____

_____ We are able to fulfill all, or most, of the potential subcontracting opportunities with our own resources.

_____ If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation, including a HUB Declaration, GFE Checklist and subcontractor payment information.

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____%?
(List all subcontractor information below).

TOTAL MBE: \$ _____ % _____ TOTAL WBE: \$ _____ % _____

-PLEASE COMPLETE ALL INFORMATION IN ITS ENTIRETY.-

Name and Title (print or type): _____

E-mail address: _____ Signature: _____

Contact person that will be in charge of invoicing for this project?

Name and Title: _____

Phone: _____ E-mail address: _____

PART I LIST OF CERTIFIED HUB SUBCONTRACTORS (Duplicate as necessary)

HUB Subcontractor Name: _____

HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: _____
 City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

HUB Subcontractor Name: _____

HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: _____
 City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

HUB Subcontractor Name: _____

HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: _____
 City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

HUB Subcontractor Name: _____

HUB: Yes No Certifying Agency (Check all applicable): State of Texas (HUB) Indicate Gender & Ethnicity: _____
 City of Austin (M/WBE) Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

PART II: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTORS

The bidder shall use this section to provide a listing of all "Non-HUB" subcontractors, including suppliers that will perform work on this project. A list of "Non-HUB" subcontractors selected after contract award must be provided IMMEDIATELY after selection.

Subcontractor Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

Subcontractor Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

Subcontractor Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

Subcontractor Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

PART III: NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, place a check mark ✓ by the response(s) that best fits your situation. Supporting documentation to demonstrate your good faith efforts in utilizing subs may be requested at any time.

Our firm was unable to meet the HUB goals for this project for the following reason(s):

- _____ All subs to be utilized are "Non-HUBs."
- _____ HUBs solicited did not respond.
- _____ HUBs solicited were not competitive.
- _____ HUBs were unavailable for the following trade(s): _____

**ATTACHMENT 2A
DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST**

INSTRUCTIONS: The following checklist shall be completed by the Respondent and returned with the response. This list contains the minimum efforts that should be put forth by the Respondent when attempting to achieve or exceed the goals of HUB Subcontractor participation. Respondents may go beyond the efforts listed below. If additional information is needed, the Respondent will be contacted in writing. Place a checkmark by the efforts that were executed.

- To the extent practical and consistent with standard and prudent industry practices, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Notify 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? (**attach copy of correspondence**)
- Provide HUBs that were genuinely interested 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 the Bidders organization?*)
- Negotiate in good faith with interested HUBs and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? (**attach correspondence**)
- Provide notices 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? (**attach correspondence**)
- **If Respondent has zero (0) HUB participation, please explain the reasons why below or any other information related to good faith efforts.**

-SUGGESTED RESOURCES WHEN SOLICITING SUBCONTRACTORS-

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com/index_rs3.asp
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
<u>Natl. Assoc. of Women in Construction</u>	476-5534	476-8337	
<u>US Hispanic Cont. Assoc. de Austin</u>	922-0507	374-1421	www.ushca-austin.com
<u>CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES</u>	<u>CERTIFYING AGENCIES VENDOR DATABASE WEBSITES</u>		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.ci.austin.tx.us/smbr		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

Printed Name of Authorized Representative

Signature

Title

Date

ATTACHMENT 3
DETAILED FEE SCHEDULE
AND/OR TOTAL COST FOR PROPOSAL

1.0 Respondent’s proposed **DETAILED FEE SCHEDULE**, including a Fixed Fee for Basic Services (comprised of Phase I – Review and Analysis of RFI Responses, Develop Project Concept and Objectives; and Phase II – Procurement Assistance in Hiring Owner’s Representative), will be based upon the full and satisfactory performance of the services and activities described in Part II - Scope of Services. The Fixed Fee is the total cost of the Basic Services to be rendered based on the labor, non-labor costs, and all expenses required in the performance of Phase I and II.

2.0 Fixed Fee Proposal for Basic Services

Phase I – Review and Analysis of RFI Responses: \$ _____
 Develop Project Concept and Objectives \$ _____

Phase II – Procurement Assistance in Hiring Owner’s Representative: \$ _____

Total Fixed Fee for Phase I and II \$ _____.

3.0 Hourly Rates for Additional Services

The basis of compensation for the services of principals and employees engaged in the performance of any Additional Services shall be the hourly rates set forth below.

Staff Category	Hourly Rate

ATTACHMENT 4
QUALIFICATIONS QUESTIONNAIRE

This questionnaire is to be completed in its entirety. No modifications to the wording will be permitted. Proposals submitted with Qualifications Questionnaires that are incomplete or incorrect, or that have been altered, are subject to rejection.

1. Name of Firm:

2. Address of Headquarters:

3. Address of Local Office If Different:

4. Date of Organization (Month/Year)

5. Names And Dates of Predecessor Organization (s):

6. Type of Organization: _____
Individual, Partnership, Association, Corporation, or other form

7. Business Telephone and Fax Number (s): _____

8. List of Principals, Titles, Degrees:

ATTACHMENT 4 – Cont.

FIRM EXPERIENCE AND QUALIFICATIONS

9. Number of years performing consulting services: _____

10. Variety of firm experience. Insert the number of projects (in the "Number of Projects" column below) and provide a brief project description.

Number of Projects	Project Description	Dollar Value

11. Identify any certifications, licenses, or association memberships held by the firm that are pertinent to the services solicited under this RFS and that Respondent believes will contribute to the success of the Project contemplated in this RFS.

Title of Certification, License, or Association	Date Issued	Expiration Date

12. List current number of full-time employees of the firm providing services in each category.

Category	Total Number of Employees
Total	

13. Identify any subconsultants that the firm plans to use to provide the Project services.

Name	Location	Scope of Services

14. Describe at least three projects on which the firm has provided similar services within the last five years. Include a description of the services, location of project, and the name, address, and telephone number of at least one person representing the client who received the services.

Location: _____	Date(s) of Work: _____
Description of Services _____	

Name: _____	
Address: _____	

Telephone Number: _____	

Location: _____	Date(s) of Work: _____
Description of Services _____	

Name: _____	
Address: _____	

Telephone Number: _____	

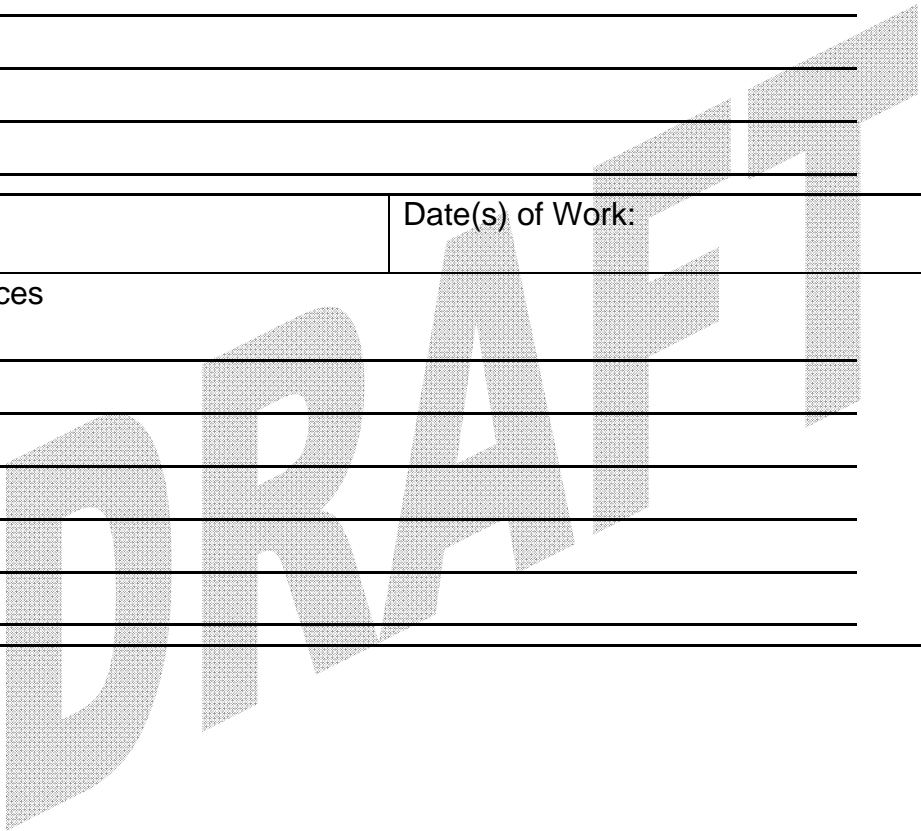
Location:	Date(s) of Work:
Description of Services	

Name: _____	
Address: _____	

Telephone Number: _____	
Location:	Date(s) of Work:
Description of Services	

Name: _____	
Address: _____	

Telephone Number: _____	



ATTACHMENT 4 – Cont.

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

- 15. Attach a Management Chart showing the Project team members, areas of responsibility, and team organization structure. Show subconsultants where applicable.
- 16. Attach a list of all pertinent work performed by members of the Project team during the past five (5) years that is relevant to and that Respondent believes will contribute towards the success of the Project contemplated in this RFS.
- 17. Project Manager – List the name of the person who will be directly responsible for performance of the Project services and indicate the number of years of experience managing projects of similar size. Attach resume(s) describing specific related experience.

Name	Certification(s)/License(s)	Years of Experience

Name	College Degree	Certification(s) License(s)	Field	Years of Experience

PART I, SECTION C - ADDITIONAL INFORMATION

- 1.0 **PROPOSAL DISCLOSURE:** Proposals will be opened in a manner so as to avoid disclosure of the contents to competing Respondents. Proposals will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that qualifies for exception from mandatory disclosure (as trade secrets, confidential information or otherwise) under the Texas Public Information Act, if such information is identified by Respondent in its proposal.
- 2.0 **EVALUATION FACTORS:** In reviewing responses to this RFS, Travis County will consider the following evaluation factors (listed in order of their respective importance) and their corresponding weights, as well as any other information that comes to the County's attention that County deems relevant. Points will be assigned based on information submitted from Respondents.

Demonstrated Expertise of Personnel: 35

Demonstrated expertise and experience of key personnel proposed to provide the services proposed.

Demonstrated Experience of the Firm: 25

Demonstrated experience of the firm in providing similar consulting services on comparable projects.

Fee Proposal: 20

Respondent shall provide a fee schedule (Attachment 3) giving a fixed rate for Basic Services and listing of Hourly Rates for any Additional Services.

Proposed Approach to Providing Services: 20

Respondent must have adequate current full-time staff, both registered professionals in an applicable field and technical and administrative support staff, to competently and efficiently perform the work. Respondent must submit a management plan to show how it proposes to efficiently accomplish the work for the Project under consideration. Each phase of the plan should have a well-defined scope, deliverables, and estimated timeframe for completion.

- 3.0 **EVALUATION PROCESS:** An evaluation committee supervised by the Purchasing Agent and comprised of County staff will review and evaluate each proposal as submitted. Written submissions will be evaluated using the Evaluation Criteria listed. The scores received will be used to identify a "short list" of Respondents. Respondent must include all information necessary to facilitate evaluation of the factors listed above as part of the proposal. Travis County reserves the right to consider any other information that County deems relevant to the evaluation of Respondent, and may request an interview with Respondent that may include an oral presentation.

- 4.0 **METHOD OF AWARD:** The award of a contract shall be based on the demonstrated competence, experience, and qualifications of the Respondent whose offer is determined to be the best value for Travis County. This determination will be based on the results of negotiations and will take into consideration the relative importance of price and other evaluation factors. Travis County reserves the right to make an award to more than one Respondent.

DRAFT

PART I, SECTION D - NEGOTIATIONS**1.0 NEGOTIATIONS:**

- 1.1 Travis County reserves the right to negotiate the price and any other terms with the Respondent.
- 1.2 If negotiations are deemed necessary, the Purchasing Agent shall supervise them.
- 1.3 Respondents may be required to submit additional data during the process of any negotiations.

2.0 DEVIATIONS:

Requirements stated in this RFS become part of the contract resulting from this RFS unless the Respondent requests a deviation from these requirements. Any requests for deviations must be specifically defined by Respondent in its proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this RFS.

3.0 REJECTION OF PROPOSALS:

- 3.1 County expressly reserves the right to:
 - 3.1.1 waive any defect, irregularity or informality in any proposal;
 - 3.1.2 waive any noncompliance with the requirements of this RFS
 - 3.1.3 reject or cancel any proposal or parts of any proposal;
 - 3.1.4 accept proposals from one or more Respondents; or
 - 3.1.5 procure the services in whole or in part by other means.

4.0 PROTESTS:

Protests before award of the contract must be submitted in writing to the Purchasing Agent not later than 6 calendar days after proposal opening. Protests after award of the contract must be submitted within 10 days after award by the Travis County Commissioners Court. The Purchasing Agent shall rule on the protest in writing within 10 days from date of receipt. Any appeal from the Purchasing Agent's decision must be made within 10 days after receipt of the decision. The appeal must be submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant will be notified of the time and place the appeal is to be heard by the Commissioners Court. The Appellant will be afforded an opportunity to present evidence in support of the appeal.

NOTE: THE FOLLOWING SCOPE OF SERVICES AND THE ATTACHED AGREEMENT, ALONG WITH THE CONSULTANT'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME PART OF THE CONTRACT.

PART II SCOPE OF SERVICES

Scope of Services

Through this Request for Services, Travis County seeks a Consultant to assist and advise Travis County during Phase I of the Project and, if necessary and appropriate, during Phase II of the Project.

The Project is the construction of a civil and family courts building on the block owned by Travis County bounded by 4th Street on the north, 3rd Street on the south, San Antonio Street on the west, and Guadalupe Street on the east.

The Project will begin with Phase I:

Phase I – Review and analysis of responses to a Request for Information issued by Travis County, dated April 22, 2011, and the development of a Concept and Objectives for the Project.

If Phase I results in a decision by the Travis County Commissioners Court to proceed with the Project by creating a Public-Private Partnership for the Project, then the remainder of the Project will consist of the following three phases:

Phase II – The selection of an Owner's Representative for the Project.

Phase III – The selection of a Private Partner and delivery method for the Project.

Phase IV – The design, construction, occupancy, operation, and maintenance of the Project. Financing a part or the entire Project may also become a part of the Project depending on the Public-Private Partnership approach selected.

Respondents to this Request for Services should divide their responses into the services they propose pursuant to Phase I of the Project and the services they propose pursuant to Phase II of the Project.

The Consultant may be a single individual or any combination of individuals and legal entities proposed by the Consultant. However, due to the breadth of expertise required by Travis County of the Consultant, Travis County expects respondents to this Request for Services to propose combinations of individuals and/or legal entities.

Alternate No. 1 - The Consultant chosen pursuant to this Request for Services will not be eligible to become the Owner's Representative for the Project or the Private Partner for the Project. Further, Travis County will not choose any Respondent for the roles of Owner's Representative or Private Partner which includes any person or legal entity which was at any time a part of the Consultant.

Alternate No. 2 - The Commissioners Court of Travis County may choose to allow the Consultant to compete for the role of Phase II Owner's Representative. However, Travis County will **not** choose any Respondent for the role of Private Partner which includes any person or legal entity which was at any time a part of the Consultant.

Respondents to this Request for Services should state clearly the expertise they believe the Consultant should have in order to assist and advise Travis County during Phases I and II of the Project, why they believe such expertise is needed by the Consultant, and how they intend to provide such expertise if they are selected as the Consultant.

If a Respondent to this Request for Services is selected as the Consultant, Travis County may negotiate a contract for the services requested in this Request for Services which is based on, but differs from, the Respondent's response to this Request for Services.

Respondent should, during the contract term, expect to elicit input from internal and external stakeholder groups.

DRAFT

PART III

DRAFT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

FOR

Advisory Team for Feasibility Analysis of a Public Private Partnership for a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX.

CONTRACT NO. PS11000XXXX

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION	TBD
1	EMPLOYMENT OF THE CONSULTANT
2	AUTHORITY OF THE COUNTY EXECUTIVE
3	SCOPE OF SERVICES
4	COORDINATION WITH COUNTY
5	COMPENSATION
6	PERIOD OF SERVICE; TERMINATION
7	WORK PRODUCT
8	CONSULTANT'S RESPONSIBILITY AND LIABILITY
9	OWNERSHIP OF INFORMATION
10	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
11	MISCELLANEOUS:
	11.1 VENUE
	11.2. SEVERABILITY
	11.3 EQUAL OPPORTUNITY IN EMPLOYMENT
	11.4 CERTIFICATE OF CONSULTANT
	11.5 BIDDING EXEMPTION
	11.6 NOTICE
	11.7 INSURANCE REQUIREMENTS
	11.8 FORFEITURE OF AGREEMENT
	11.9 PURCHASE ORDER
	11.10 PAYMENTS
	11.11 INTEREST ON OVERDUE PAYMENTS
	11.12 PROPERTY TAXES
	11.13 TAXPAYER IDENTIFICATION
	11.14 SUCCESSORS AND ASSIGNS
	11.15 HISTORICALLY UNDERUTILIZED BUSINESSES
	11.16 FUNDING OUT
	11.17 FUNDING
	11.18 NON-WAIVER OF DEFAULT
	11.19 MEDIATION
	11.20 OFFICIALS NOT TO BENEFIT
	11.21 CONSULTANT CERTIFICATIONS
	11.22 CIVIL RIGHTS/ADA COMPLIANCE
	11.23 GRATUITIES
	11.24 MONITORING
	11.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS
	11.26 TEXAS PUBLIC INFORMATION ACT
	11.27 CONFLICT OF INTEREST QUESTIONNAIRE
	11.28 CERTIFICATION OF ELIGIBILITY
	11.29 ENTIRE AGREEMENT
	11.30 ENTITY STATUS
	11.31 ACKNOWLEDGEMENT
	ACKNOWLEDGEMENT AND SIGNATURE PAGE

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES
EXHIBIT 2	HOURLY RATES
EXHIBIT 3	EQUAL OPPORTUNITY IN EMPLOYMENT
EXHIBIT 4	INSURANCE REQUIREMENTS
EXHIBIT 5	ETHICS AFFIDAVIT
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST
EXHIBIT 6	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
APPENDIX A	SCOPE OF SERVICES
APPENDIX B	CONSULTANT'S PROPOSAL

DRAFT

PROFESSIONAL SERVICES AGREEMENT FOR ADVISORY TEAM FOR FEASIBILITY
ANALYSIS OF A PUBLIC PRIVATE PARTNERSHIP FOR A NEW CIVIL AND FAMILY
COURTHOUSE AT 308 GUADALUPE STREET IN AUSTIN, TX

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS

This Agreement is made and entered into between Travis County, a political subdivision of the State of Texas (the "COUNTY") and _____ (the "CONSULTANT").

The COUNTY desires to obtain professional consulting services for an Advisory Team for Feasibility Analysis of a Public Private Partnership for a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX (the "Project"); and

The CONSULTANT has the ability, expertise, experience, and necessary professional degrees, licenses, and certificates to furnish the Project services;

COUNTY and CONSULTANT agree as follows:

1. EMPLOYMENT OF THE CONSULTANT

- 1.1 COUNTY agrees to contract with the CONSULTANT as an independent contractor and, subject to the needs of the COUNTY and the availability of CONSULTANT, CONSULTANT agrees to perform the professional services described in this Agreement.
- 1.2 The Travis County Commissioners Court orders this Agreement exempted from the bidding requirements of the County Purchasing Act under Section 262.024(a)(4) of the Texas Local Government Code as a contract for personal and professional services.
- 1.3 COUNTY and CONSULTANT acknowledge and agree that:
 - 1.3.1 CONSULTANT is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;
 - 1.3.2 no employee of CONSULTANT will be considered an employee of COUNTY or gain any rights against COUNTY under COUNTY's personnel policies;
 - 1.3.3 no employee of CONSULTANT may claim any benefits from COUNTY other than the payments set forth in this Agreement;
 - 1.3.4 none of CONSULTANT's employees have a contractual relationship with COUNTY.

2. AUTHORITY OF THE COUNTY EXECUTIVE

- 2.1 The _____ who has been designated as the COUNTY's primary representative on the Project (the "County Executive") will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The County Executive has authority to interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.
- 2.2 The County Executive may designate representatives to transmit instructions and receive information. The County Executive will supervise the performance of CONSULTANT's services under this Agreement, and CONSULTANT must cooperate fully with the County Executive in the performance of these services.
- 2.3 In the event of any dispute arising out of the performance of CONSULTANT's services specified in this Agreement, the decision of the Purchasing Agent will be final and binding except that CONSULTANT may appeal the Purchasing Agent's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify the Purchasing Agent's decision.

3. SCOPE OF SERVICES

The CONSULTANT will serve as the COUNTY's professional consultant and must give consultation and advice to the COUNTY during the performance of the CONSULTANT's services.

3.1 BASIC SERVICES

- 3.1.1 The CONSULTANT is responsible for the complete and professional execution of the work described in this Agreement to the acceptance of the County Executive.
- 3.1.2 The CONSULTANT must perform "Basic Services," which include:
- (a) all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Executive and in accordance with the requirements, policies, and standard practices of Travis County;
 - (b) the detailed Scope of Services for the Project, set forth in Appendix A, Scope of Services, attached hereto and made a part hereof (the "Scope of Services");
 - (c) the Work Product, as defined herein, which the CONSULTANT must submit to the COUNTY for review and acceptance.

3.2. ADDITIONAL SERVICES

"Additional Services" are those services performed by the CONSULTANT not described in paragraph 3.1. The CONSULTANT must not perform any Additional

Services until after receiving a written request for those services from the County Executive and the parties have executed a written contract modification.

- 3.3 The CONSULTANT must use all applicable codes as adopted by authorities having jurisdiction over the Project.
- 3.4 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic Services" or "Additional Services" under this Agreement, the decision of the Purchasing Agent is final and binding upon the CONSULTANT. Such a decision will be based upon the CONSULTANT's Scope of Services as identified in this Agreement.

4. COORDINATION WITH COUNTY

- 4.1 The CONSULTANT must designate a primary representative and an alternate representative to communicate with the COUNTY.
- 4.2 The CONSULTANT must 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").
- 4.3 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the Project. The CONSULTANT must make copies of needed information and promptly return all originals. The CONSULTANT'S copies of the foregoing material must be returned to the COUNTY upon completion of the Project if the County Executive so instructs the CONSULTANT.

COUNTY cannot guarantee the accuracy of all information that it provides to CONSULTANT. 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 CONSULTANT in accordance with his professional judgment. CONSULTANT may rely on other project information provided by COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 4.4 The CONSULTANT must be available, upon request, to consult with the COUNTY and the COUNTY's officials, employees, agents, representatives, and other consultants regarding the CONSULTANT's services.
- 4.5 The CONSULTANT must notify the COUNTY in writing within 5 working days of any change in the CONSULTANT's legal name, business structure, or personnel engaged in providing services under this Agreement. Personnel engaged in providing services under this Agreement may not be substituted on the Project without COUNTY's prior written approval.
- 4.6 The CONSULTANT must cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the County Executive.

5. COMPENSATION FOR BASIC SERVICES

- 5.1 The CONSULTANT will be paid by the COUNTY a fixed fee for all services satisfactorily performed pursuant to this Agreement in accordance with the payment schedule attached as Exhibit 1. The CONSULTANT will receive no compensation for work made necessary by the CONSULTANT's errors or omissions.
- 5.2 Hourly rates for the performance of Additional Services are set forth in Exhibit 2.

6. PERIOD OF SERVICE; TERMINATION

- 6.1 The CONSULTANT must perform the professional services described in this Agreement, whether "Basic Services" or "Additional services," in accordance with the Scope of Services set forth in Appendix A and any negotiated modifications to this Agreement.
- 6.2 This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force and effect for an initial term of one year from the Effective Date.
- 6.2.1 **OPTION TO EXTEND:** The COUNTY may unilaterally extend this Agreement for additional one-year periods (individually, an Option to Extend and collectively, the Options to Extend), during which all provisions hereof, except for term and price, will remain unchanged and in full force and effect. The COUNTY must exercise an Option to Extend no sooner than ninety calendar days prior to expiration of the then-current term. The COUNTY has the right to exercise all or a portion of the Options to Extend as it deems necessary. The total period of this Agreement will not exceed xxxx years.
- 6.3 If the performance by CONSULTANT or the COUNTY of either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the 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 to this Agreement, then it will be excused from performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence. Upon the discovery of the occurrence, the party whose performance is affected under this section must notify the other party, and a special meeting will 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 Delivery Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the County Executive.
- 6.4 **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 the suspension is the date on which the CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be

reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the effective date of the suspension, the CONSULTANT must follow the procedures described below:

6.4.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement before the effective date of the suspension. Copies of all data collected or assembled in the CONSULTANT's performance of services under this Agreement and copies of all completed or partially completed designs, plans, specifications, studies, reports, and analyses prepared under this Agreement before the effective date of the suspension, including the work product, must be prepared for possible delivery to the COUNTY upon COUNTY's request.

6.4.2 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.

6.5 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 will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").

6.5.1 Upon receipt of a Notice of Termination and before the effective date of termination, the CONSULTANT must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

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

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

6.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 6.5.1 and to comply with the above stated conditions constitutes 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.

- 6.6 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 takes 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 will not be liable for loss of any profits.

Termination by CONSULTANT:

- 6.6.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within 30 days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 6.6.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 6.6.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 6.6.4 Failure by the CONSULTANT to submit the required statement described in paragraph 6.6.1 and to comply with the above stated conditions constitutes 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:

- 6.6.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 6.6.6 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 6.6.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 6.6.8 Failure by the CONSULTANT to submit the required statement described in paragraph 6.6.5 and to comply with the above stated conditions constitutes 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.
- 6.7 If either no funds or insufficient funds are appropriated for a Project, this Agreement will terminate without penalty to COUNTY.
- 6.8 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

7. WORK PRODUCT

- 7.1 In this Agreement, the term "Work Product" means any reports, plans, specifications, studies, analyses, supporting documentation, and other information (including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, derived electronic data and/or files, and other materials of any kind) created, obtained, or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including all deliverables for the Project as described in Appendix A, Scope of Services.
- 7.2 The CONSULTANT must submit the work product for each task specified in the Scope of Services as set forth in Appendix A and any negotiated modifications to this Agreement. Upon receipt of the Work Product, the COUNTY will check the submission for completion. A submission will be considered complete if the COUNTY finds that all of the required items have been included in the work product in compliance with the requirements of this Agreement.
- 7.3 If the submission is substantially complete, the COUNTY will notify the CONSULTANT, and the COUNTY'S technical review process will begin.
- 7.4. The COUNTY will notify the CONSULTANT if a submission is incomplete, and the CONSULTANT must perform any professional services that are necessary to complete the work and resubmit it to the COUNTY. This process will be repeated until a submission is complete.
- 7.5 The COUNTY will review the completed Work Product for compliance with the Scope of Services. If the COUNTY determines that the completed Work product does not comply with the Scope of Services, the COUNTY will return the completed Work

Product to the CONSULTANT for the CONSULTANT to perform any work necessary to bring the Work Product into compliance and resubmit it to the COUNTY. This process will be repeated until the Work Product is accepted. Work Product will be considered accepted if, in the County Executive's opinion, substantial compliance with the requirements of this Agreement has been achieved.

- 7.6 After the Work Product is considered accepted by the COUNTY, the CONSULTANT must perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the County Executive. In this Agreement "final approval" means that the County Executive has given formal written recognition that the Work Product required in the Assignment has been fully carried out.
- 7.7 The CONSULTANT must, without additional compensation, promptly perform any necessary corrections to any Work Product that is found to be in error or omission. However, after the COUNTY's final approval of a Work Product, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of the COUNTY that involve extra services and expenses to the CONSULTANT will be paid for as Additional Services.

8. CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 8.1 The CONSULTANT must perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and in the CONSULTANT's best professional judgment. In addition, the CONSULTANT must comply with all applicable federal, state laws, and local statutes, rules, and regulations.
- 8.2 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT or someone under the CONSULTANT's direction is appropriately licensed. If any necessary certification or license expires, is suspended, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within 5 working days.
- 8.3 CONSULTANT warrants that the services to be rendered pursuant to this Agreement, as well as all responsibilities of CONSULTANT arising under this Agreement, will be performed in accordance with the standards customarily provided by an experienced and competent consultant rendering the same or similar services in Travis County. The CONSULTANT must perform the duties set forth in this Agreement in a professional manner, and nothing in this Agreement will be construed to relieve CONSULTANT of this duty.
- 8.4 Acceptance and approval of work product by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of the CONSULTANT's work performed under this Agreement. Neither acceptance nor approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the documents prepared by the CONSULTANT.

- 8.5 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, must, upon the COUNTY's request, be immediately removed from association with the Project.
- 8.6 The CONSULTANT must place his Texas Professional CONSULTANT's seal of endorsement on all documents furnished to the COUNTY, as required by law.
- 8.7 The CONSULTANT expressly acknowledges that this Agreement is a personal and professional services contract and that all duties and responsibilities in it must be performed by the CONSULTANT personally and cannot be assigned or subcontracted, other than as specifically provided in this Agreement, without the prior approval of the Travis County Commissioners Court.
- 8.8 The CONSULTANT represents and warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and that the COUNTY will not be liable for any infringement of those rights and that any rights granted to the COUNTY will apply for the duration of the Agreement. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING LICENSES, PATENTS, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THE CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT.
- 8.9 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE 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 OUT OF, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 8.9.1. 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 must give written notice to County of the following information:
- (a) the existence of the claim, or other action, within 10 working days after being notified of it;

- (b) 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;
- (c) the alleged basis of the claim, action or proceeding;
- (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (e) the name or names of any person against whom this claim is being made.

8.9.2 Except as otherwise directed, the CONSULTANT must furnish to County copies of all pertinent 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.

8.10 DISPUTES AND APPEALS. The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. 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 within ten calendar days after receipt of the document, notice, or correspondence outlining the exact point of disagreement in detail. If the matter is not resolved to the CONSULTANT's satisfaction, the CONSULTANT may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The CONSULTANT then has the right to be heard by Commissioners Court.

9. OWNERSHIP OF INFORMATION

- 9.1 The CONSULTANT must furnish the County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. The CONSULTANT has the right to retain copies of the Work Product for its records.
- 9.2 All Work Product, together with all intellectual property and proprietary rights in and to the Work Product, will, upon creation, receipt, or assembly become the sole and exclusive property of the COUNTY and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy. If CONSULTANT is ever held or deemed to be the owner of the Work Product, or of any copyright or other intellectual property rights in the Work Product or any changes, modifications or corrections to the Work Product, then CONSULTANT irrevocably assigns, and shall cause its personnel to assign, to County, at the time of creation of any Work Product, without any requirement of further consideration, all such right, title and interest. Any reuse by CONSULTANT of any information described in this paragraph without the specific written consent of COUNTY will be at CONSULTANT's sole risk and without liability or legal exposure to COUNTY.

- 9.3 If the CONSULTANT desires to use or recommends the use of any design, device, materials or process covered by letters or patents of copyright, the CONSULTANT must provide for the use by suitable agreement with the patentee or owner. The CONSULTANT must indemnify and hold harmless the COUNTY from any claims for infringement by reason of the use or recommendation of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work performed by the CONSULTANT under this Agreement.

10. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 10.1 The CONSULTANT must 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.
- 10.2 The CONSULTANT agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of the CONSULTANT that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

11. MISCELLANEOUS

- 11.1 VENUE. This Agreement is governed by and is to 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.
- 11.2 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 will remain valid and binding.
- 11.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran or military reservist status. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 11.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 11.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.

11.4.2 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.

11.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide 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.

11.4.4 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.

11.5 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.

11.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must 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, is:

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):

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

11.7 INSURANCE. The CONSULTANT agrees during the performance of the services

under this Agreement to comply with the insurance requirements set forth in Exhibit 4, which is attached and incorporated into this Agreement.

11.8. FORFEITURE OF AGREEMENT.

11.8.1 The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration or the value of all consideration paid to the CONSULTANT under this Agreement if:

- (a) The CONSULTANT was doing business with any Key Contracting Person at the time of execution of this Agreement or had done business during the 365-day period immediately prior to the date on which it is executed; or
- (b) CONSULTANT does business with a Key Contracting Person at any time after the date on which this Agreement is executed and prior to full performance of this Agreement.

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

- (a) 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
- (b) 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;
- (c) But does not include:
 - (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;
 - (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
 - (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 this Agreement.

11.8.3 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 5, attached and incorporated into this Agreement.

11.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors, and vendors must 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 must reference the Agreement number and the purchase order number on all invoices to:

The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. The COUNTY will not pay invoices that are more than the amount authorized by the purchase order.

11.10 PAYMENTS. Payment will be made by check or by warrant 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
P.O. Box 1748
Austin, Texas 78767

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

- (a) name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) identification of items or services as outlined in the Agreement,
- (d) quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) any additional payment information which may be called for by this Agreement.

11.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) 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:
 - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
 - (2) the debt is paid.

- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) The COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 11.10.2(a) 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.

11.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

11.12 PROPERTY TAXES. If the CONSULTANT is delinquent in the payment of property taxes at the time of providing services under this Agreement, the CONSULTANT assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

11.13 TAXPAYER IDENTIFICATION. The CONSULTANT must 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 and 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.

11.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures 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.

11.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

11.15.1 HUB Program Requirements

- (a) 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 proposal and attached hereto as Exhibit 6 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 Basic Services Fixed Fee. 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:

- (1) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;
 - (2) 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);
 - (3) 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;
 - (4) 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.
- (b) The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

11.15.2 Subcontractor/Subconsultant Tracking Software System.

- (a) The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting 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.

- (b) 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.
- (c) 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.
- (d) Failure by the CONSULTANT to furnish the information required of it described in this paragraph 11.15.2 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.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) Other notifications, some of which may not be applicable to the work to be performed under this Agreement, that are 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.
- (j) **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.**

11.16 **FUNDING OUT.** The COUNTY will 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, if 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 will terminate without penalty to the COUNTY.

11.17 **FUNDING LIMITATIONS.** Funds for payment on this Agreement will come from the County and/or its funding partners. County funds for payment on this Agreement have been provided through the COUNTY budget approved by the

Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation 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 Travis County to be included in each proposed budget within the foreseeable future. The County 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, COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent funds are made available. The Fiscal Year for COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

THE COUNTY CANNOT GUARANTEE THE AVAILABILITY OF FUNDS FOR COMPLETION OF THE PROJECT AND ENTERS INTO THIS AGREEMENT ONLY TO THE EXTENT THAT FUNDS ARE MADE AVAILABLE FROM THE COUNTY AND/OR THE COUNTY'S FUNDING PARTNERS. AS OF JANUARY 1, 2011, THERE IS SUFFICIENT FUNDING FOR THE FIRST TWELVE MONTHS OF THE PROJECT. FUNDING FOR ADDITIONAL PORTIONS OF THE PROJECT MAY OR MAY NOT BE MADE AVAILABLE BY THE COUNTY OR ITS FUNDING PARTNERS. THERE IS RISK INVOLVED WITH THIS AGREEMENT. THE COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONTINGENT UPON THE AVAILABILITY OF FUNDS. IF SUFFICIENT FUNDS ARE NOT AVAILABLE, THE COUNTY WILL NOTIFY THE CONSULTANT IN WRITING WITHIN A REASONABLE TIME AFTER SUCH FACT IS DETERMINED. THE COUNTY WILL THEN TERMINATE THIS AGREEMENT AND WILL NOT BE LIABLE FOR THE FAILURE TO MAKE ANY PAYMENT TO THE CONSULTANT UNDER THIS AGREEMENT.

- 11.18 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 is not to be construed to impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement does not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 11.19 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 are to 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.

- 11.20 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.
- 11.21 CONSULTANT CERTIFICATIONS:
- 11.21.1 The CONSULTANT certifies that the CONSULTANT
- (a) is a duly qualified, capable and otherwise bondable business entity,
 - (b) is not in receivership and does not contemplate same,
 - (c) has not filed for bankruptcy,
 - (d) is not currently delinquent with respect to payment of property taxes within Travis County, and
 - (e) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 11.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must 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 must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 11.23 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 will 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.
- 11.24 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 will 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 will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 11.25 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.

- 11.26 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 is 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.
- 11.27 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 of the Texas Local Government Code, the CONSULTANT must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, the CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The CONSULTANT should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is accepted from disclosure under the Texas Public Information Act. The CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.
- 11.28 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$100,000. By signing this Agreement, the CONSULTANT certifies that it is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list while this Agreement is in effect, the CONSULTANT must notify the Travis Purchasing Agent. Failure to do so may result in terminating the contract for default.
- 11.29 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.
- 11.30 ENTITY STATUS. This provision applies if CONSULTANT is a Texas corporation. 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.
- 11.31 ACKNOWLEDGEMENT. 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.

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: _____

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
(ACTUAL COST OF SERVICES METHOD)**

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the tasks described below will be:

Phase I – Review and Analysis of RFI Responses:	\$ _____
Develop Project Concept and Objectives	\$ _____
Phase II – Procurement Assistance in Hiring Owner’s Representative:	\$ _____
Total Fixed Fee for Phase I and II	\$ _____.

SECTION 2 - FIXED FEE

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor, non-labor costs, and all expenses 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 PURCHASING AGENT shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement. However, the CONSULTANT must not perform any Additional Services until after receiving a written contract modification for those services from the PURCHASING AGENT.

3.2 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.

3.3 Work made necessary by the CONSULTANT’S errors or omissions does not constitute “Additional Service,” and the CONSULTANT will receive no compensation for any such work.

EXHIBIT 2
HOURLY RATES FOR ADDITIONAL SERVICES

Staff Category	Hourly Rate

DRAFT

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will 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 will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will 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 will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will 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 will include the provisions of paragraph (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 by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such 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 interest of the United States.

DRAFT

EXHIBIT 4
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 subconsultant(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.

EXHIBIT 5
ETHICS AFFIDAVIT

STATE OF _____
COUNTY OF _____

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of CONSULTANT: _____

County of CONSULTANT: _____

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 and understand the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this professional services agreement, which list 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.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20____.

Notary Public, State of _____

Typed or printed name of notary

My commission
expires: _____

ATTACHMENT 1 TO EXHIBIT 5
LIST OF KEY CONTRACTING PERSONS
FEBRUARY 7, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge ..	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe.....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
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	Felicita 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	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget	Rodney Rhoades	
County Executive, Emergency Services .	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning.....	Roger Jefferies	
Chief Information Officer	Joe Harlow	
Director, Facilities Management.	Roger El Khoury, M.S., P.E.	
Director, Records Mgmt & Communications...	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney .	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division.....	Tom Nuckols*	
Attorney, Land Use Division	Christopher Gilmore	
Attorney, Land Use Division	Julie Joe	
Director, Transactions Division .	John Hille	
Attorney, Transactions Division..	Tamara Armstrong	
Attorney, Transactions Division..	Daniel Bradford	
Attorney, Transactions Division..	Mary Etta Gerhardt	
Attorney, Transactions Division..	Barbara Wilson	
Attorney, Transactions Division..	Jim Connolly	
Attorney, Transactions Division..	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division	Prema Gregerson*	

CURRENT - continued

Purchasing Agent	Cyd Grimes, C.P.M.
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV ...	Diana Gonzalez
Purchasing Agent Assistant IV ...	Lee Perry
Purchasing Agent Assistant IV ...	Jason Walker
Purchasing Agent Assistant IV ...	Richard Villareal
Purchasing Agent Assistant IV ...	Oralia Jones, CPPB
Purchasing Agent Assistant IV ...	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV ...	Scott Wilson, CPPB
Purchasing Agent Assistant IV ...	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV ...	George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV ...	John E. Pena, CTPM*
Purchasing Agent Assistant III ...	Vacant
Purchasing Agent Assistant III ...	Michael Long, CPPB
Purchasing Agent Assistant III ...	Elizabeth Corey, C.P.M.*
Purchasing Agent Assistant III ...	Rosalinda Garcia
Purchasing Agent Assistant III ...	Loren Breland, CPPB
Purchasing Agent Assistant III ...	David Walch
Purchasing Agent Assistant III ...	Nancy Barchus, CPPB
Purchasing Agent Assistant II	C.W. Bruner, CTP*
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst.....	Scott Worthington
Purchasing Business Analyst.....	Jennifer Francis*
250 th Judicial District Civil Court.	Judge John K. Dietz
County Court at Law #2.....	Judge Eric Sheppard
261 st Judicial District Civil Court.	Judge Lora Livingston
201 st District Court.....	Judge Amy Clark Meachum
200 th Judicial District Civil Court.	Judge Gisela D. Triana-Doyal
Strategic Planning Mgr., Planning & Budget.	Belinda Powell

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Executive Assistant	Kelly Darby.....	01/15/11
Purchasing Agent Assistant III ...	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division..	Sarah Churchill	04/30/11
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.

EXHIBIT 6

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(INSERT RFS ATTACHMENT 2 AND ATTACHMENT 2A AT CONTRACT AWARD)

DRAFT

APPENDIX A

SCOPE OF SERVICES

(PART II OF THE RFS AND ANY AMENDMENTS THERETO WILL BE INSERTED IN THIS SECTION AT CONTRACT AWARD).

DRAFT

APPENDIX B

CONSULTANT'S PROPOSAL

(TO BE ADDED AT CONTRACT AWARD)

DRAFT

PART IV – REQUEST FOR INFORMATION

APPENDIX A

RFI NO. I041311CG, PUBLIC PRIVATE PARTNERSHIP FOR A NEW CIVIL AND FAMILY
COURTHOUSE IN TRAVIS COUNTY

DRAFT



TRAVIS COUNTY PURCHASING OFFICE

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

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

April 22, 2011

Dear Firm:

You are invited to submit information in accordance with the attached packet, Request For Information (RFI) #I041311CG, **Public Private Partnership for a New Civil and Family Courthouse in Travis County**. All information must be submitted with an **original and eight (8) copies and an electronic copy** (in a Word or searchable PDF format on CD) to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701, no later than **2:00 p.m., June 30, 2011**.

NOTE: During this RFI process, firms are asked NOT to contact individual members of the Travis County Commissioners Court, any other Elected/Appointed Official or Judge, or County staff.


All responses shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR INFORMATION
Public Private Partnership for a New Civil and Family Courthouse
RFI # I041311CG**

DO NOT OPEN IN MAILROOM

Your consideration of this request is appreciated.

Sincerely,
TRAVIS COUNTY PURCHASING OFFICE


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

CVG:jt
Atch

TRAVIS COUNTY, TEXAS
RFI# I041311CG

Introduction

The Travis County Purchasing Agent, on behalf of the Travis County Commissioners Court (the “Court” or the “Commissioners Court”), is soliciting informational proposals from developers and development teams (each, a “Respondent”) that explore the potential for a Public Private Partnership (“PPP”) in the development of a new civil and family courthouse (the “New Civil and Family Courthouse”) of approximately 500,000 square feet as well as additional development that will significantly reduce Travis County’s cost and deliver the project more quickly and with quality long-term design and construction. The New Civil and Family Courthouse and such additional development are referred to herein collectively as the “Project.”

The Court has not limited their vision to a particular methodology for a PPP if it decides to move forward with the Project utilizing a PPP approach. The purpose of this Request is to:

- invite information and ideas on the full scope of the Project as described herein, including without limitation (i) design concepts (including a mix of ground-level retail, commercial office space and other uses compatible with the civic nature of the courthouse), (ii) construction, management and operation concepts, and (iii) financing concepts and methodologies;
- identify what companies or teams are interested in a PPP for the Project on the Site (as hereinafter defined);
- explore potential benefits to the County for utilizing a PPP approach for the Project; and
- explore any and all models to have a developer help design, build, finance, operate, maintain or own part of the Project.

Background

Travis County (the “County”), a corporate body and political subdivision of the State of Texas, is located in central Texas and encompasses 1,022.1 square miles. The estimated 2010 population of the County is 1,033,553, with an estimated 785,850 of those people living in Austin—the County Seat.

Austin is the largest municipality in the County and the capital of the State of Texas. The County is the home of The University of Texas at Austin, as well as St. Edwards University, Huston Tillotson University and Concordia University. According to the City of Austin Demographer, the population of the County has a projected net average growth rate for the last eleven years of approximately 22,000 people per year. The Fiscal Year 2011 adopted budget for the County government is \$705,914,164 and includes funding for 4,738 full-time equivalent/employees. The principal drivers of the County’s economy are government, education, technology and the creative arts, attracting people and businesses from around the world.

The Commissioners Court serves as the chief legislative and governing body of the County's government. The Commissioners Court is comprised of five members: four Commissioners elected from designated precincts within the County and the County Judge, who is elected at large.

For more information on the County, see Appendices A and B.

Project Description and Goals

In December 2010, the County purchased the full city block bounded by 3rd Street, 4th Street, San Antonio Street and Guadalupe Street in downtown Austin as a site for the New Civil and Family Courthouse (the "Site"). The Site is 76,356 square feet. Travis County is interested in at least reaching 12:1 FAR for approximately 916,000 square feet of development. Travis County is willing to consider pursuing Central Urban Redevelopment (CURE) District zoning or Public (P) District zoning, both of which could afford the degree of flexibility needed to put in place zoning regulations uniquely tailored to the needs and advantages of the Site and its proposed mix of uses.

For additional information regarding the Site, see Appendix C.

The Site was the original Republic of Texas grant of land for a jail and county courthouse in 1839, and the first Travis County courthouse was built on the Site in 1855. The original Waller Plan for the City of Austin referenced the courthouse designation and the block is still referenced on the legal description as the old courthouse and jail site. The Site's downtown location has several benefits, including:

- proximity to county core offices, the new federal courthouse, City Hall and state offices, providing geographic efficiencies to citizens and visitors;
- proximity to retail and restaurants; and
- adjacent to proposed transportation corridors for downtown, making it convenient to all areas with metro transportation service.

Guadalupe Street is slated to be a major transit and Bus Rapid Transit corridor in the City of Austin Downtown Plan as well as the Capital Metro 2020 plan. The City of Austin has on-going plans for improvements to 3rd and 4th Streets as bicycle priority and rapid transit rail priority streets, respectively. The block is currently zoned Central Business District (CBD) and is approved for an 8:1 Floor-to-Area Ratio (FAR) for approximately 610,000 square feet of development. However, the City of Austin Downtown Plan and density bonus programs target the Site to carry the potential of a 25:1 FAR, or approximately 1,909,000 square feet of development. Existing Downtown Parks Overlay District regulations limit height to 120 feet within the first 60 feet of the portion of the Site fronting Republic Square Park, so a lower FAR may be more reasonable to expect on the Site.

The Commissioners Court is interested in the delivery of a state-of-the-art green building on the Site that will reach, at a minimum, a LEED Silver certification and a 12:1 FAR as described above. The New Civil and Family Courthouse is estimated to need approximately

510,000 of gross square feet to accommodate future civil and family court space requirements through the year 2035 with the ability for future expansion into the balance of the Project.

The County offices, departments and support spaces that should be included in the New Civil and Family Courthouse proposed facility include the following:

- District Civil Courts
- Civil County Courts-At-Law
- Attorney General's IV District Child Support Courts
- Civil Court Administration
- Child Support Court Offices
- Travis County Sheriff's Office (court transfer-related functions only)
- County Clerk (civil court related functions)
- District Clerk (civil court related functions)
- Domestic Relations Office
- Office of Parental Representation
- Office of Child Representation
- Law Library and Self Help services center
- Children's waiting area
- Jury Waiting
- Mediation/Dispute Resolution

Parking for the New Civil and Family Courthouse aspect of the Project should accommodate subterranean secured vehicular sally port access for limited inmate movement to and from civil and family court proceedings, secured judicial parking for at least 31 judges and secure deliveries and trash removal for the New Civil and Family Courthouse. Additional parking to support the Project should be provided in accordance with City of Austin Ordinances and in consideration of the current or proposed zoning for the Site.

The Commissioners Court and members of the judiciary are interested in planning for a courthouse that will respond to the demands on the current justice system to provide safe, secure, sustainable and technologically responsive facilities that support the physical and human aspects of their business. Therefore, the County wishes to create the New Civil and Family Courthouse to be responsive to the business of today while looking to the future of a growing, dynamic and adaptable judicial system.

In addition to these needs, the County is inviting information and ideas on the full scope of the Project, including without limitation (i) design concepts (including a mix of ground-level retail, commercial office space and other uses compatible with the civic nature of the courthouse that achieves a viable economically balanced approach to the development of the block), (ii) construction, management and operation concepts, and (iii) financing concepts and methodologies. **Non-Permitted Uses within the same building structure as the Civil and Family Courthouse:** hospitality, hotel, residential and **Non-Permitted Use on the block:** sexually oriented businesses.

Requirements for Qualified Responses

To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that responses be submitted with an original (**marked “original”**) and **eight (8) copies and an electronic copy (in a Word or searchable PDF format on CD)**.

All responses must be submitted to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701 in a sealed envelope marked:

REQUEST FOR INFORMATION

Public Private Partnership for a New Civil and Family Courthouse
RFI # I041311CG

DO NOT OPEN IN MAILROOM

A statement in response to this RFI must be organized in the following format and sequence:

- a) Cover Letter. A letter on your company letterhead signed by a senior officer formally stating your interest in and qualifications to develop the Project described in this RFI.
- b) Executive Summary. Provide an executive summary of three pages or less that gives a summary of your ideas for this Project.
- c) Description of the Respondent. In your response, please:
 1. Identify your organization or development team, i.e., state the full legal name and address of the respondent, including to the extent possible any currently identified partners, joint venturers and significant consultants and contractors.
 2. Identify the role of each member of the development team, including to the extent possible and currently identified the partners, joint venturers and significant consultants or contractors.
 3. Identify the key persons who will be involved in the development, implementation and operation of the Project for the respondent and the other members of the development team.
 4. Provide the name, title, mailing address, e-mail address and telephone number for the respondent's authorized representative.
- d) Responsive Information and Answers to Key Questions. Provide concepts, information and ideas on the full scope of the Project as described herein, including without limitation (i) design concepts (including a mix of ground-level retail, commercial office space and other uses compatible with the civic nature of the courthouse), (ii) construction, management and operation concepts, and (iii) financing concepts and methodologies. In addition to the foregoing, please provide answers to the following questions:

1. Describe your experience with development, operation and maintenance of high-rise buildings using a PPP approach. What were your specific roles in these projects?
2. Describe your experience with development, operation and maintenance of courthouses and government buildings. Please include the size and cost for the smallest to the largest.
3. What experience do you have incorporating private uses and public uses in the same building project? Explain whether you have been able to reduce the cost to the public entity as a result of the private component. If so, how, by how much and with what type of PPP?
4. What professional resources and expertise do you believe are necessary for this type of project?
5. What project delivery methods and financing approaches to a PPP does your team favor and why? What type of PPP are you interested in exploring with Travis County?
6. Describe concepts on how you would optimize use of the Site for both parties? (See Appendix C)
7. Based on the concepts and ideas presented in your response, please provide a general estimate of the timeline for delivery of the Project?
8. Describe your capacity to access debt and equity capital to move forward expeditiously. Describe your experience in and capacity to finance similar projects, and provide an example of such a financing structure.
9. Discuss financing structures available to finance the Project, including: (a) the use of taxable and tax-exempt debt or a combination of the two and/or (b) the use of special districts, to optimize the financing structure.
10. What can the County learn from past PPPs to help ensure Project success? What suggestions would you give in developing a PPP proposal that increases the likelihood of a successful Project partnership and Project?

Proprietary Information

All material submitted to the County becomes public property and is subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in its response to be disclosed, each page and section containing proprietary information must be identified and marked proprietary at the time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure; provided, however, the Respondent shall be solely responsible to justify its confidentiality claims to the Texas Attorney General. The final decision as to what information, if any, is exempt from disclosure, however

lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Submission Deadline

Respondents must submit their responses to this RFI no later than **2:00 p.m. on Thursday, June 30, 2011.**

No Pre-Submittal Conference

Because this is an initial inquiry by the County, no pre-submittal meeting or Site tour will be conducted at this time.

Incurred Expenses

There is no expressed or implied obligation for the County to reimburse respondents for any expenses incurred in preparing responses to this request, and the County will not reimburse anyone for these expenses.

Clarifications/County RFI Contact

The Travis County Purchasing Agent, Cyd Grimes, C.P.M., or Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, are authorized as the persons responsible for coordinating communications between Travis County and the Respondents. Questions and requests for clarification should be submitted through the County's third party e-procurement system, BidSync, at www.bidsync.com.

Review Process

This RFI does not constitute a solicitation for bids or proposals and does not guarantee that any Respondent will be awarded a contract in response to this request. The County reserves the right to cancel, revise or supplement this RFI at any time. From this information, the County may develop requirements for issuance of an RFQ or RFP. Should the County elect to release an RFQ following the review of RFI responses, respondents to the RFI will be invited, but not required to participate in any subsequent processes. Vendors are not required to participate in the RFI process as a condition or prequalification relative to the future submission of an RFQ or RFP. Should the County release an RFQ or RFP, respondents to this solicitation will not receive evaluation points by virtue of submitting a response to the RFI. No contract(s) will be awarded as a result of this RFI process.

The County reserves the right to meet with any Respondent to discuss the proposals, concepts or ideas contained in such Respondent's response to this RFI, to obtain additional information regarding public private partnerships generally or to obtain additional information regarding the Respondent.

Appendix A

Travis County – Overview

Geographic Information

Travis County, a corporate body and a political subdivision of the State of Texas, was created from Bastrop County in 1840 and organized in 1843. Located in central Texas on the edge of the “Hill Country,” the County is approximately 200 miles south of the Fort Worth/Dallas area, 160 miles west of Houston and 80 miles northeast of San Antonio.

The County encompasses 1,022.1 square miles, of which 989.3 square miles (96.8%) are land and 32.8 square miles (3.2%) are water area. The water area comes from the Colorado River, which runs northwest to southeast through the County, and Lake Austin and Lake Travis, parts of the Highland Lakes chain.

The 2010 population of Travis County is estimated to be 1,033,553, an increase of 25,208 people (2.5%) over the 2009 estimated population. The largest city in the County is Austin, the County Seat and State Capital. The estimated 2010 population of Austin, including Full and Limited Purpose Areas, is 785,850 or 76.0% of the total for the County.

Governmental Structure

The governing body of the County is the Commissioners Court, which is comprised of the County Judge (who is elected at-large and serves as the presiding officer) and four Commissioners, each of whom is elected for a four-year term (unless filling a predecessor’s unexpired term) from one of the County’s four precincts. The Commissioners Court has powers expressly granted by the State Legislature. These powers are reflected in the following County functions:

General Government – This category includes budgets for the County Judge and County Commissioners, administrative, financial, and physical support for the County’s “line” departments/offices, the Tax Office, Risk Management, the Employee Health Benefit Fund, Civil Service Commission, Election Administration and certain recording duties of the County Clerk.

Justice System – Activities in this category are associated with the judicial responsibilities of the County. This category includes the costs for the County’s court systems (Civil Courts and Criminal Courts, which include legally mandated fees, Probate Court, Juvenile Court and the Justice of the Peace Courts) and associated offices/departments or parts thereof, including the following: District Clerk, County Clerk, District Attorney, County Attorney, the Dispute Resolution Center, Criminal Justice Planning, which includes the Community Justice Center and the Law Library.

Public Safety – Public Safety includes activities associated with the protection of persons and property within the County including direct enforcement of State statutes. Offices included in this category are the Constables (serve warrants and other court papers), the Medical Examiner,

and divisions of the Sheriffs Office dedicated to law enforcement and public safety. Also included are Emergency Services, Fire Marshall, and Criminal Justice Planning, which provide services for the Combined Transportation, Emergency and Communications Center (911 Call Center).

Corrections and Rehabilitation – This category includes activities associated with confinement, probation, counseling and other related programs available for adult offenders. The Sheriff is in charge of the County jail and County corrections center. Also under this classification are the Community Supervision and Corrections Department (adult probation), Pretrial Services and the Counseling and Educational Services Department, which was created to counsel and correct the behavior of offenders.

Health and Human Services – Activities designed to provide healthcare related services to those in need and promote the conservation and improvement of public health are included in this category. The County provides public assistance (assistance with food, rent, and utility expenses) through its Health and Human Services Department to eligible indigents, including military veterans. This category also includes the Agriculture Extension Service and the Emergency Medical Services Department, which is comprised of air (StarFlight) and ground ambulance services.

Infrastructure and Environmental Services – Activities in this category are associated with the development and maintenance of the County’s transportation systems, subdivision platting and review, conservation and development of natural resources, and activities associated with providing sanitation services within the County through the Transportation and Natural Resources Department.

Community and Economic Development – Included in this category are activities for providing economic development in the County and cultural, recreational and educational activities for the benefit of County residents and visitors. Specifically, the County owns and operates the Travis County Exposition Center and, in conjunction with the State of Texas, operates the Travis County Historical Commission. In addition, the County operates 46 parks that are either owned or maintained by the County. These parks, which vary from lakes and hills to rivers and prairies, provide facilities for picnics, hiking, camping, swimming, boating, soccer, baseball and equestrian activities.

Appendix B

Travis County – Financial Information

Long-Term Debt

Neither Travis County nor any road district has ever defaulted on the payment of principal or interest on its bonds or certificates of obligation. During FY2010, the County maintained a triple-A bond rating from both Standard & Poor's ("S&P) and Moody's Investors Services, Inc. ("Moody's") credit rating agencies. The County received its first triple-A rating from S&P in FY2000 and from Moody's in FY2001.

Financial Position (as of September 30, 2010)

- The County's financial position is strong, reflecting conservative financial management practices and strong revenue growth.
- The General Fund's unreserved fund balance increased by \$22.8M or 31.9%. This was mainly due to the conservative estimation of tax revenue collections in the FY2010 budget as a result of the slowing economy.
- Even though lower collections were anticipated, the County's tax collection rate still remained strong at 98.8%, in spite of the slowing economy, as taxpayers paid their taxes on time.
- The County's retirement plan has a strong 86.8% funded ratio. This is well within the range that experts recommend for a healthy pension plan.
- The County offers Other Post-Employment Benefits (retiree healthcare) but does not guarantee them, and therefore has no unfunded liability.
- The County has a very diverse tax base, with the ten leading taxpayers accounting for less than 4% of total taxable assessed value. This taxpayer diversity affords the County's total tax base protection in case any of those top taxpayers experience economic difficulty.
- The County's direct debt per capita (excluding Road Districts) is \$586, well under the City of Austin and Austin ISD.
- The County's repayment of debt is rapid, with approximately 64.3% of principal to be retired within 10 years. Bond raters consider the benchmark of 50% to be average.
- In FY2010, Travis County maintained its Reserve Ratio of 11%. This level of reserve has been maintained without fail since fiscal year 1996.
- The Court set the property tax rate at \$0.4215, an increase of \$0.0146 above the effective tax rate, to provide funds for general operations and debt service for FY2010.

Several economic factors for FY2010 indicate a steady recovery is underway for Travis County:

- a) Employment in the County increased 0.9 percent and the unemployment rate fell from 7.0 percent to 6.6 percent, which is below both the state and national averages;
- b) Sales tax receipts for the City of Austin increased 1.1 percent;
- c) Home sales increased 6.0 percent in addition to a 4.2 percent increase in the average selling price; and

- d) Taxable property values increased 4.2 percent.

Long-Term Financial Planning

It has been the long-standing intention of the Court to maintain sound financial footing, to preserve the 11% reserve ratio and maintain the County's triple-A bond rating. These accumulated resources allowed the County to avoid massive disruptions in services during the years when the local economy took a downturn.

Appendix C

Site Information

The subject property is a city block bounded on the south by West 3rd Street, on the north by West 4th Street, on the west by San Antonio Street and on the east by Guadalupe Street.

Legal Description: The Old Court House Block and Jail Block, Original City of Austin.

Tax Parcel I.D. Number: 02-0601-06-01 and -02

Size: 77,215 square feet, or 1.773 acres.

Frontage Access: 279.17 of frontage along West 3rd Street, 279.12 feet of frontage on West 4th Street, 276.61 feet of frontage along Guadalupe Street and 276.61 feet of frontage on San Antonio Street.

Topography: The topography of the site is level.

Floodplain: Per the City of Austin GIS website, the subject property is not located within the 100 year floodplain.

Zoning: Zoned "CBD" - Central Business District and CBD-CURE (Central Urban Redevelopment Combining District)

Capital View Corridor
Restrictions:

None

(See attached map and description of Downtown Austin Emerging Projects and Site Photographs)









Downtown Austin Emerging Projects

February 15, 2011

Under Construction

Commercial

C43 W Austin Hotel and Residences (Block 21)

Completion: December 2010 (hotel), February 2011 (venue)

Contact: Belinda D. Wells
Stratus Properties
512-478-5788

www.block21residences.com

Construction was completed in December 2010 on the hotel portion of this project that transformed the block just north of Austin City Hall into a 36-floor high-rise featuring a 250 room luxury W Hotel, 159 luxury condominiums, and a 2,700-seat "ACL Live" music venue that opened in February 2011. The project cost \$260 million and encompasses 780,000 square feet.

C52 Cirrus Logic

Completion: Fall 2012

Contact:

Construction on the 135,000-square-foot office building at W. 6th St. and West Avenue began early this year and is expected to be completed by late of 2012. The new headquarters building for the company's 350 Austin area workers is expected will be six stories tall, with a restaurant at street level. Cirrus Logic develops a variety of audio processors for products such as home theater systems, portable media players, smart phones, car audio systems and some computers. Apple Inc. is a leading customer.

C58 Starr & Buttrey Buildings

Completion: 2011

Contact: Bill Ball
Kemp Properties
441-1062

Construction is wrapping up on this redevelopment of a 1950's bank building and an adjacent 1940's department store for office, ground-floor retail/restaurant and structured parking.

U.S. Government

US1 Federal Courthouse

Completion: Fall 2012

Contact: Dale Sherman
U.S. General Services Administration
(817) 978-3452

Ground was broken in 2009 on this project, a new 250,000 sq. ft. Federal Courthouse in downtown Austin the U.S. General Services Administration is developing. The site is the former Intel site, a full block just west of Republic Square. The Austin City Council has agreed to close the one block section of San Antonio Street between Republic Square and the site of the new Federal Court House, and efforts are being made to coordinate and link the design of the two sites.

Transportation/Infrastructure**T6 Lance Armstrong Crosstown Bikeway**

Completion: December 2008 (Downtown section 2011)

Contact: Annick Beaudet
City of Austin
974-6505

This project, named for seven-time Tour de France winner and cancer survivor Lance Armstrong, will provide a continuous bike route for over 6 miles, beginning at Levander Loop at US 183, following 5th Street, passing through downtown along 4th and 3rd streets, and terminating near Deep Eddy pool just west of Mopac. The project includes both separated, paved bicycle path and bike lanes on city streets. The route is needed to provide non-motorized access to and through downtown, on bike facilities that are free of both cars, parked cars and crowds of joggers (as is the case of the Lady Bird Lake Hike and Bike Trail which is a recreational facility).

Planned

Commercial

C2c East Block / Shoal Creek Walk

Start Construction: undetermined

Contact: Brad Schlosser, David Vitanza
Shoal Creek Walk, Ltd.
472-7774

This project as currently envisioned is a 490,000 sq. ft. retail / office building topped with 90 condo units.

C21 501 Congress

Start Construction: undetermined

Contact: Tom Stacy
T. Stacy & Associates
476-9999

<http://www.tstacy.com/>

T. Stacy & Associates Inc., and Walton Street Capital are planning a 500,000-square-foot office and retail tower at 501 Congress that would be slightly taller than the 26-story Bank of America Center building the partnership owns at 515 Congress next door.

C36 501 Brazos

Start Construction: undetermined

Contact: Tom Stacy
T. Stacy & Associates
476-9999

<http://www.tstacy.com/>

Developer Tom Stacy's plan for the half-block between Brazos and San Jacinto streets calls for a 1,200-space parking garage atop about 8,500 square feet of retail/restaurant space and a new Bank of America drive-through.

C39 Westin Hotel

Start Construction: undetermined

Contact: Michele Hausmann
Drenner & Golden Stuart Wolff, LLP
512-404-2233

San Antonio-based Hixon Properties Inc. and Hines, a Houston developer, are planning a 18-story, 303-room hotel with a restaurant on the street level and a pool deck and bar on the third floor overlooking Third Street. Other amenities will include 15,000 square feet of meeting space and a spa.

C42 Hotel Van Zandt

Start Construction: undetermined

Contact: Greg Clay
JMI Realty LLC
(214) 346-3823

<http://www.hotelvanzandt.com/>

San Diego-based JMI Realty have plans for a hotel project on Lady Bird Lake. The hotel, which would have 307 rooms, is expected to be operated by San Francisco-based Kimpton Hotels.

C46.1 2nd and Congress Hotel Site

Start Construction: undetermined

Contact: Michael Whellan
Graves, Dougherty, Hearon & Moody
480-5734

This site has recently been re-zoned to allow for a potential 700+ room convention hotel.

C48 Stubb's Expansion

Start Construction: Summer 2011

Contact: Jeff Waughtal
Stubb's Austin Restaurant Co., L.C.
(512) 480-8341

Stubb's is planning to increase the capacity of the outdoor amphitheater from 2,200 to 3,500 and reorient it to the south, and expand the restaurant.

C50 The Park

Start Construction: undetermined

Contact: David Honeycutt
Texas American Resources Co.
512-480-8700

The project is an 8-story mixed use building with a ground floor restaurant and 86,000 sq. ft. of office space,

C51 21c Museum Residences and Hotel

Start Construction: undetermined

Contact: Matthew Hooks
REI Poe, LLC
512-477-2225
<http://www.urbanspacerealtors.com/>

The project will have 209 guest rooms and 202 condos (including 12 artist lofts) as well as a world-class contemporary art museum that would offer free admission year-round to allow the public to experience original art in a nontraditional setting. Plans also call for a restaurant with a menu to be created by restaurateur Michael Bonadies. Unit prices are expected to start in the \$300,000 range and top \$2 million.

C54 5th and Brazos

Start Construction: undetermined

Contact: Tom Stacy
T. Stacy & Associates
476-9999
<http://www.tstacy.com/>

T. Stacy & Associates Inc., and Walton Street Capital are planning a project that will feature a 300-room hotel and about 200 condo units in a slender tower that could rise as high as 830 feet.

C55 Seaholm Power Plant Redevelopment

Start Construction: undetermined

Contact: John Rosato
Southwest Strategies Group, Inc.
Seaholm Power, LLC
458-8153

On April 28, 2005 the Austin City Council selected Seaholm Power, LLC, led by Southwest Strategies Group, to redevelop the circa 1950 Art Deco Seaholm Power Plant and adjacent property, into a high quality, mixed-use attraction. This project is still under negotiation. Once complete, the site will feature a mix of office space, local retail shops, contemporary condos, a boutique hotel, special event space and an outdoor terrace that overlooks Lady Bird Lake.

C56 Thomas C. Green Water Treatment Plant

Start Construction: undetermined

Contact: Greg Kiloh, Economic Growth & Redevelopment
Services Office
City of Austin
974-7836

On June 18, 2008 the Austin City Council selected a development team led by the Trammell Crow Company to redevelop the Thomas Green Water Treatment Plant (GWTP) and Austin Energy Control Center (Project R74). The GWTP site, as originally proposed, would consist of seven buildings, up to 51 stories tall. The project would have 320 apartments, 140 condos and 235 senior independent living units, as well as 588,000 sq. ft. of office space, a 375 room hotel 10,000 sq. ft. of civic/non-profit space, and 160,000 sq. ft. of retail.

C59 1 Hotel - Starwood Capital

Start Construction: undetermined

Contact: Michele Haussmann
Drenner & Golden Stuart Wolff, LLP
404-2200

The project is a 4-star "eco-luxury" hotel that will feature a green rooftop deck.

C60 Hyatt Place

Start Construction: summer 2011

Contact: Lynn Ann Carley
Armbrust & Brown, LLP
435-2300

The proposed 300 room Hyatt Place hotel, a block west of the Austin Convention Center, is expected to break ground in mid-2011.

C61 Capitol Terrace

Start Construction: undetermined

Contact: John Donisi
Drenner & Golden Stuart Wolff, LLP
404-2232

The project is a 12-story mixed-use building with 62,000 sq. ft office, 30 apartments and a 6,000 sq. ft. restaurant.

C63 416 Congress

Start Construction: undetermined

Contact: Mike McHone
Mike McHone Real Estate
481-9111 cell 554-8440

Houston investor Dan Benditz is considering building a 26-story boutique hotel at the site of the James H. Robertson Building, one of Congress Avenue's oldest buildings. As currently planned, the historic facade of the existing 21,000-square-foot 1893 building would be preserved and enhanced, and a 90,000-square-foot hotel, which would include 130 guest rooms and a bar, restaurant and private dining rooms, would rise in a slender glass tower stepped back sixty feet from Congress Avenue.

Residential**R34 AquaTerra**

Start Construction: undetermined

Contact: Steven Brandt
Crescent Resources
302-1500

This project is a nineteen-story building with 163 condominiums, on the south shore of Town Lake. The site is in the middle of the block that includes the 17-story Hyatt Regency Austin and an office building that houses the Greater Austin Chamber of Commerce. The land is now being used for parking.

R45.1 Block 51 Development

Start Construction: undetermined

Contact: James McCann
Longaro & Clarke, LP
306-0228

The project, as planned would have 250 residential units, 156,000 sq. ft. of office 15,000 sq. ft. bank, 14,000 sq. ft. retail and a 5,000 sq. ft. restaurant.

R60 7RIO

Start Construction: undetermined

Contact: Ron Cibulka
CLB Partners
(972) 980-5020

Plans are on hold for a 32-story condominium tower at W. 7th Street and Rio Grande by Dallas-based development company CLB Partners. The 158-unit project will also have about 7,400 square feet of new retail space on the ground floor. The project, being designed by local architectural firm Rhode:Partners, is expected to cost more than \$50 million.

R63 Block 52

Start Construction: undetermined

Contact: Taylor Andrews
Novare Group Holdings LLC / Andrews Urban
LLC
499-8832
info@andrewsurban.com

The project, as currently envisioned, would be an approximately 40-story tower that will include 550 condos, 150 hotel rooms and ground-floor retail.

R65 Gables Republic Park

Start Construction: undetermined

Contact: Jennifer Wiebrand
Gables Residential
502-6017

Gables is developing plans for a mixed-use tower with 210 apartments above ground floor retail/restaurant, on the current site of the Ginger Man pub, the former Fox and Hound Smokehouse and a surface parking lot.

R74 Energy Control Center

Start Construction: undetermined

Contact: Greg Kiloh, Economic Growth & Redevelopment
Services Office
City of Austin
974-7836

On June 18, 2008 the Austin City Council selected a development team led by the Trammell Crow Company to redevelop the Austin Energy Control Center (ECC) and the Thomas Green Water Treatment Plant. The ECC site, as currently proposed, will have two condos towers with 482 units, and 15,000 sq. ft. of first floor retail.

R75 1717 Toomey Road

Start Construction: undetermined

Contact: Ronnie Brooks
Kurt Simons Co.

Austin-based developer Kurt Simons Co. is planning a five-story apartment building on the northern two-thirds of the site, facing Toomey. A restaurant is planned for the south side, which fronts Barton Springs Road.

R81 Bremond

Start Construction: undetermined

Contact: Ron Pritchard
Hanrahan Pritchard Engineering, Inc.
459-4734

A 12-story, 70-unit condominium project is being planned at 805 Nueces St., between 8th and 9th streets downtown.

R82 Gables at Park Plaza, Building B

Start Construction: undetermined

Contact: Jennifer Wiebrand
LG Lamar, LP, LG Park Plaza LP
502-6017

As currently envisioned, the 15- to 18-story tower will have up to 185 residential units, class A office space, and over 10,000 square feet of ground-floor retail space.

City of Austin**A1 Austin Energy Seaholm Substation**

Contact:
Austin Energy (City of Austin)

This project is the proposed reduction in size of the existing Austin Energy substation just east of the Seaholm Power Plant.

A14 New Central Library

Start Construction: January 2013

Contact: John Gillum, Facilities Planning Manager
City of Austin Library Department
974-7495

<http://www.ci.austin.tx.us/library/newcentlib.htm>

Work by the architectural team of Lake/Flato Architects and Shepley Bulfinch Richardson & Abbott is continuing on the design of the new central library. Lake/Flato is designing a 250,000 sq. ft. library to replace the John Henry Faulk Central Library. The new library site is on West Cesar Chavez Street, between Shoal Creek and soon-to-be-redeveloped the Seaholm Power Plant.

A16 Town Lake Park, Phases III & IV

Start Construction: June 2011

Contact: Marty Stump
City of Austin
Parks and Recreation Department
974-6727

Design work is continuing on park improvements for an area bounded by Lady Bird Lake to the north, Riverside Drive to the South, the UPRR railroad on the west and South 1st street on the east. The project includes improvements to Auditorium Shores and, potentially, additions of art to Phase 2 of the park.

Travis County**TC2 New Travis County Civil & Family Courthouse**

Start Construction: undetermined

Contact: Rodney Rhoades, Executive Manager
 Planning & Budget Department
 Travis County
 854-9106

Travis County has recently purchased a full block just south of Republic Square, to construct a 500,000 sq. ft. civil and family courthouse.

Transportation/Infrastructure**T2 Lone Star (Austin-San Antonio Corridor) Rail**

Start Construction: undetermined

Contact: Alison Schulze, AICP
 Sr. Planner/Administrator
 Lone Star Rail District
 558-7367

<http://www.lonestarrail.org/>

Linking the Austin-San Antonio corridor via commuter rail has been under discussion for several years. It has always been envisioned that the existing Union Pacific freight line could be used as a shared corridor for passenger rail service in the early years of commuter operation.

T5 Waller Creek Flood Diversion Tunnel

Start Construction: 2010

Contact: Gary Jackson
 City of Austin, Public Works Department
 974-7115

The Waller Creek Tunnel Project is a stormwater bypass tunnel from Waterloo Park to Lady Bird Lake near Waller Beach. The tunnel will be 22-feet in diameter and almost one mile long. The project will remove an estimated 1,243,000 square feet of land from the floodplain of the lower Waller Creek watershed, will allow denser development in a very desirable area of downtown, and divert floodwaters that create erosion problems and safety concerns. Construction started in 2010 and will be completed in 2014.

Non-Profit-Arts-Other**O3 Austin Museum of Art (AMOA)**

Start Construction: undetermined

Contact: Jack Nokes, Interim Chief Operating Officer
 Austin Museum of Art
 495-9224

<http://www.amoa.org/site/PageServer>

The Austin Museum of Art has recently sold their site just south of Republic Square Park to Travis County, for the construction of a new county civil and family courthouse (see TC2). AMOA continues to look for a permanent location in downtown.

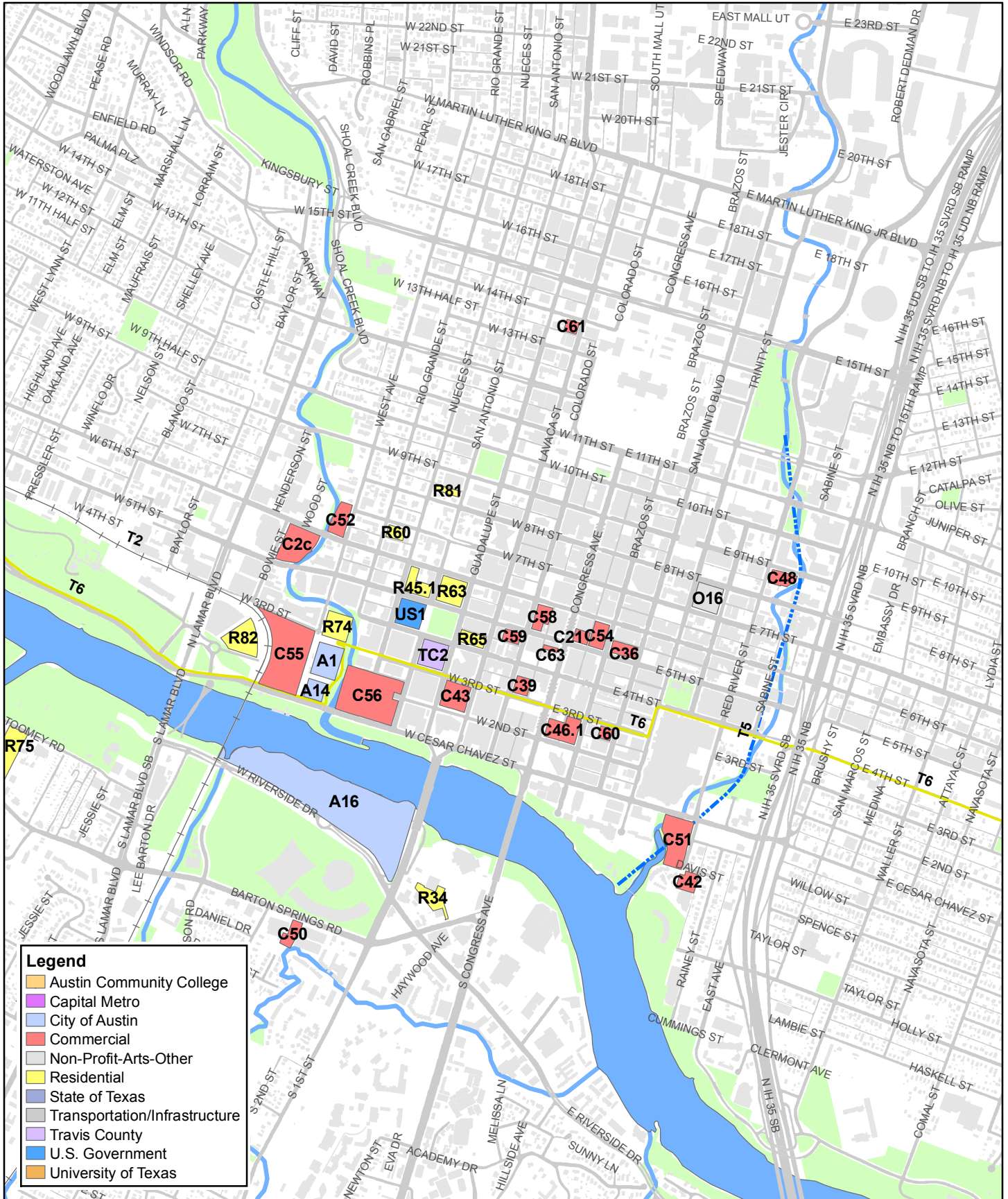
O16 Episcopal Church National Archives

Start Construction: undetermined

Contact: Mark Duffy, Director
 The Archives of the Episcopal Church

512-472-6816

The Episcopal Church has bought a full downtown block, where it plans to build a facility to house its national archives, as well as space for meetings and research. The building probably will be five stories, with up to 70,000 square feet and a garage with some public spaces.



Downtown Austin Emerging Projects

February 15, 2011

NOTE: This map has been produced by the City of Austin for the sole purpose of aiding planning decisions and is not warranted for any other use. No warranty is made by the City regarding its accuracy or completeness.





Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session

Prepared By: Stacey Scheffel, 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 requests for a variances to install the septic drain field closer than twenty five feet to a drainage easement and a septic tank closer than five feet to a surface improvement at 9801 Zion Way in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The existing home located at 9801 Zion Way has a failing septic system. In order to comply with current standards, the owners of the property must replace the entire system. According to Title 30 Texas Administrative Code Chapter 285.91 Table X, Minimum Required Separation Distances for On-Site Sewage Facilities, the setback from a septic drain field to a drainage easement is twenty five feet and the set back from a septic tank to surface improvements is five feet. Due to poor soil conditions and placement of existing improvements, there is little area available on the property to place a new system in compliance with these setbacks. In order to install a properly sized drain field and tank for the existing home, the designer of the new system is requesting to install the drain field approximately five feet from a drainage easement and the tank less than five feet from a concrete porch. The tank will be more than five feet from the house foundation. The property owners have vacated and relocated as much of the drainage easement as possible, but there is still not enough room to install a new drain field that is large enough for the existing home on the lot in compliance with the set backs. All other aspects of the system will meet current standards. The property owners have agreed to indemnify and release the County from any liability that may result from the issuance of the variances.

STAFF RECOMMENDATIONS:

Staff recommends granting the variances to the set back requirements because in this case there is no other option for these property owners other than removal of existing improvements.

ISSUES AND OPPORTUNITIES:

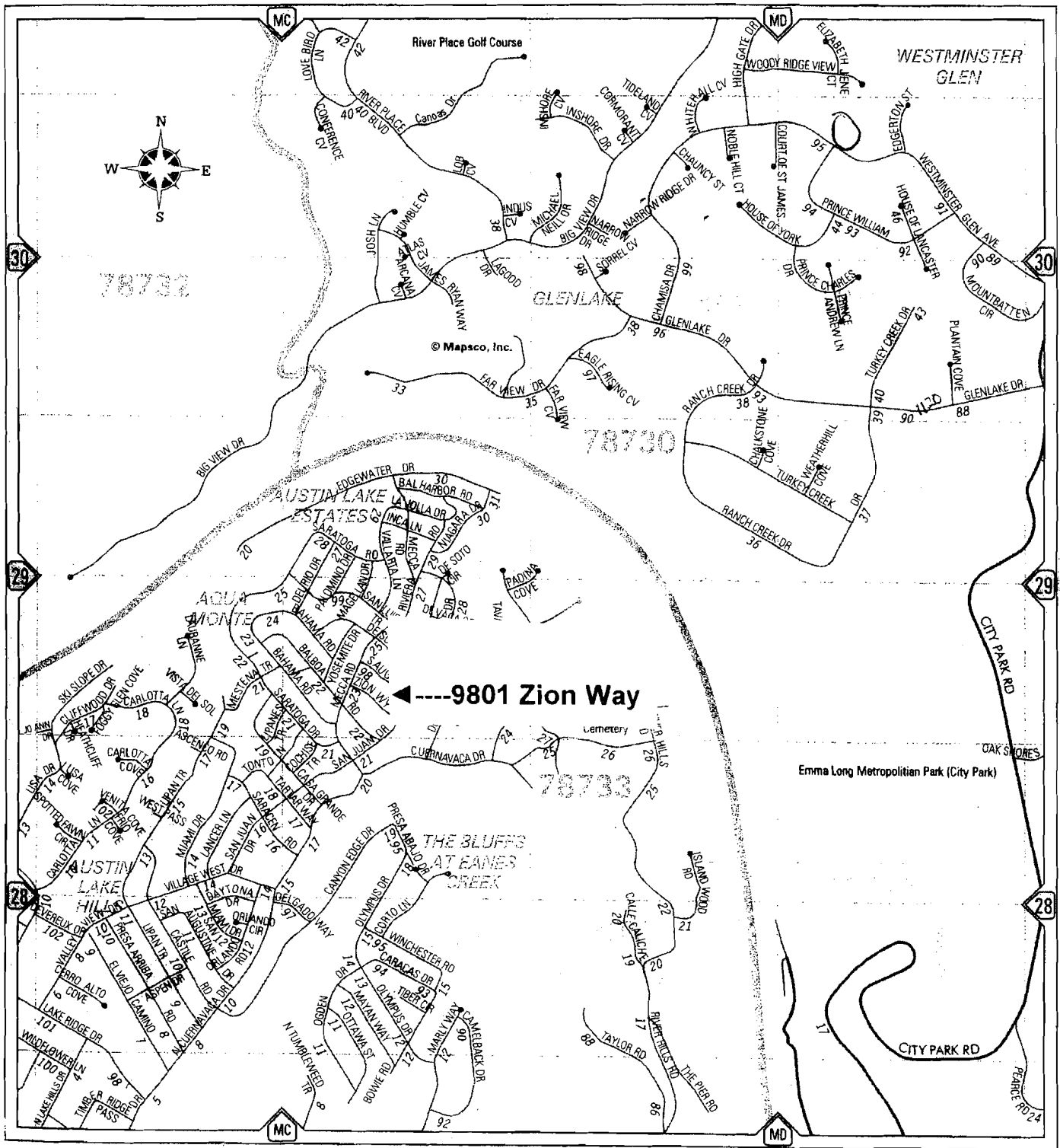
Travis County has approximately thirty-five thousand existing septic systems serving existing structures within its jurisdiction. As these systems reach the end of their design life, they must be replaced with new systems. Small lot size and stricter onsite wastewater rules have made replacement of these systems increasingly difficult or impossible without variances or removal of the existing improvements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/28/2011 1:19 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/28/2011 1:37 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 8:55 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	

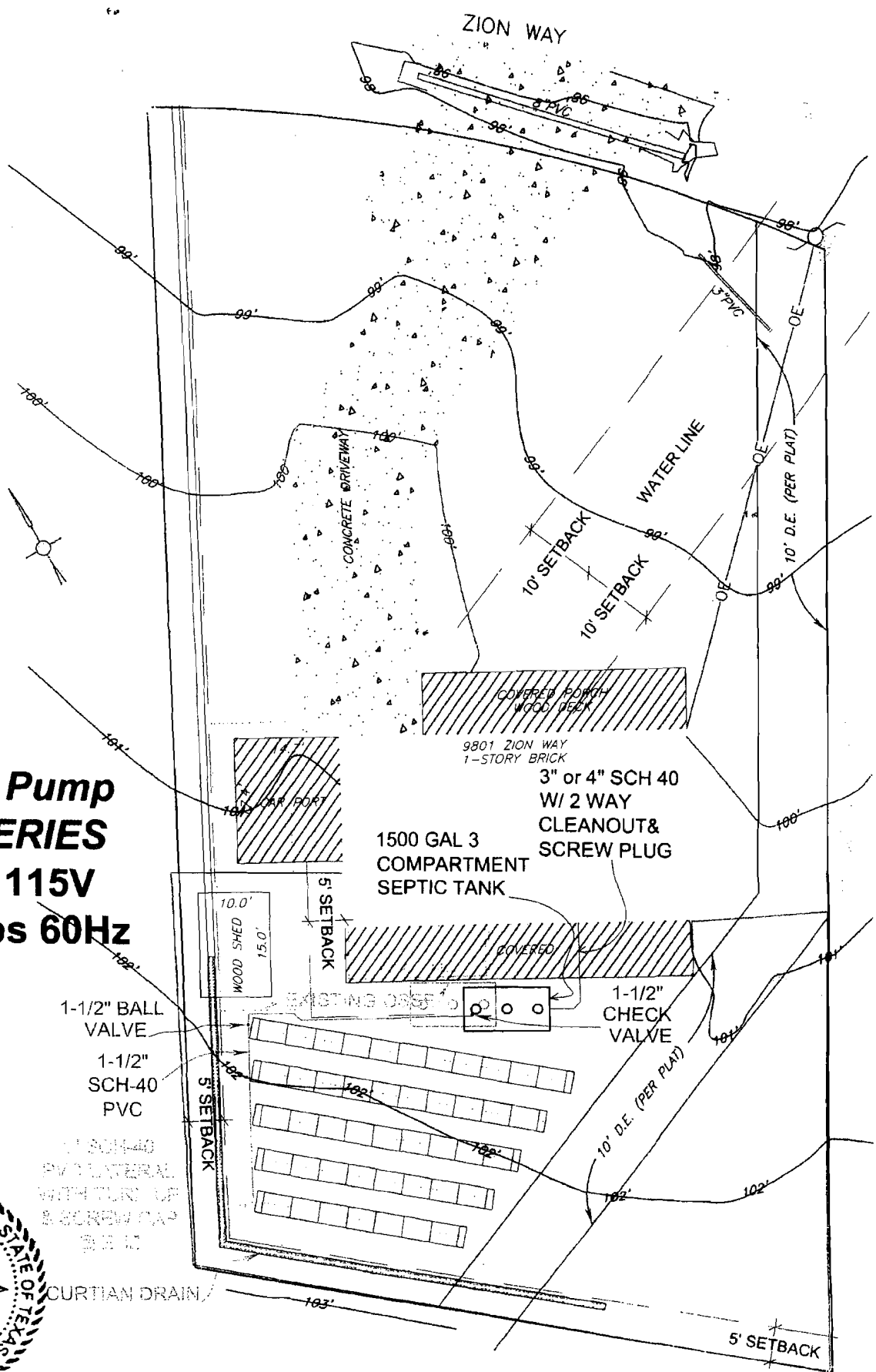


DESIGNED BY:
JON MAASS, RS 4263
PO BOX 805

9801 ZION WAY
AUSTIN, TX 78733-1354

Location of Installation:
LOT 6 BLK 17
AUSTIN LAKE ESTATES

**Liberty Pump
250-SERIES
1/3 hp 115V
5.2 amps 60Hz**



- 1-1/2" BALL VALVE
- 1-1/2" SCH-40 PVC
- 1-1/2" SCH-40 PVC LATERAL WITH TUN UP & SCREEN CAP
- CURTIAN DRAIN

1500 GAL 3 COMPARTMENT SEPTIC TANK
3" or 4" SCH 40 W/ 2 WAY CLEANOUT & SCREW PLUG

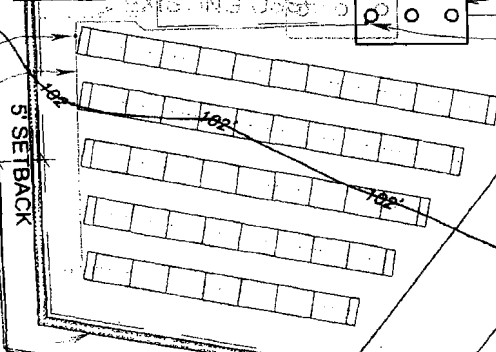
WOOD SHED
10.0' x 15.0'

COVERED PORCH
WOOD DECK
9801 ZION WAY
1-STORY BRICK

1-1/2" CHECK VALVE

COVERED PORCH
WOOD DECK

WOOD SHED
10.0' x 15.0'



CURTIAN DRAIN

5' SETBACK

Jon Maass

**PO Box 805
Spicewood, Texas 78669
512-638 1326
maass4020@yahoo.com**

October 16, 2010

Travis County TNR
On-Site Wastewater Program
P.O. Box 1748
Austin, Texas 78767

(512) 854 9383
Fax 854 4626

RE: 9801 ZION WAY AUSTIN, TX 78733
LOT 6 BLK 17 AUSTIN LAKE ESTATES SEC 1, Travis County Texas

Dear Travis County TNR,

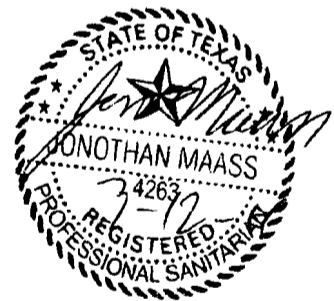
Due to drainage easement location, which has created a lack of favorable OSSF area for the above mentioned address, Travis County TNR's support for a variance is being requested allowing following variance from TAC §285.91(10).

- The tank closer than 5 feet to the patio slab and porch post, request is for reduced separation to patio slab and porch post tank will be 5' or greater from house foundation. Reduced separation distance should not threaten structural integrity of patio slab and porch post or septic tank.

Please contact us with any questions or for further information at 512 638 1326.

Sincerely,

Jon Maass R.S. 4263



Jon Maass

**PO Box 805
Spicewood, Texas 78669
512-638 1326
maass4020@yahoo.com**

October 16, 2010

Travis County TNR
On-Site Wastewater Program
P.O. Box 1748
Austin, Texas 78767

(512) 854 9383
Fax 854 4626

RE: 9801 ZION WAY AUSTIN, TX 78733
LOT 6 BLK 17 AUSTIN LAKE ESTATES SEC 1, Travis County Texas

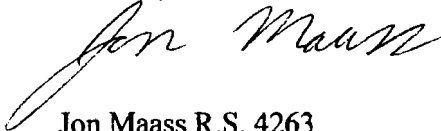
Dear Travis County TNR,

Due to drainage easement location, which has created a lack of favorable drain field area for the above mentioned address, Travis County TNR's support for a variance is being requested allowing following variance from TAC §285.91(10).

- The field to within 25 foot of the drainage easement, there is not a defined drainage path and should not create a possible situation for seepage.

Please contact us with any questions or for further information at 512 638 1326.

Sincerely,



Jon Maass R.S. 4263



SURESHBHAI G & PREMILA S PATEL
4221 Vail Divide
Austin, TX 78738

512 577 2735

December 03, 2010

Honorable Commissioner Karen Huber
Travis County Commissioner, Precinct 3
314 West 11th Street
Suite 530
Austin, TX 78701

Honorable Commissioner Huber,

We are requesting a variance to the Texas Administrative Code 285 related to the setbacks from drain fields, septic tanks and drainage easements on our property located at 9801 ZION WAY AUSTIN, TX 78733. We agree to indemnify and release Travis County from any liability that may result from granting this variance.

Sincerely,

Suresh Patel 12/6/10
SURESHBHAI PATEL



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session

Prepared By: Stacey Scheffel, 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 for variance to allow a septic system to encroach in drainage and public utility Easements at 1115 Ottawa Drive in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ISSUES AND OPPORTUNITIES:

The owners of 1115 Ottawa Drive applied for a septic permit for a system that would serve an existing guest house on Lots 38 and 39, Block B, Austin Lake Hills Section 2. Portions of the proposed septic system will be located in two public utility and drainage easements located on the common lot line. According to Title 30 Texas Administrative Code Chapter 285, no portion of a septic system can be located within a public utility or drainage easement. The owner has applied to vacate the easements, but because of public notice requirements, Court will not be able to hold a public hearing and act on this proposed vacation until June 7, 2011. The area utility companies have no need for the easements and TNR concurs that there is no need for the drainage easements. Staff will be recommending approval of the vacations. TNR can not administratively issue the septic permit until the easements are vacated. Due to a pending home sale, the owners are anxious to begin construction on the new septic system for the existing guest house. In order to allow TNR to issue the permit, the septic designer has requested a variance to place the system in the easements. Once the easements have been vacated the system will be compliant with all State and County regulations for septic systems.

STAFF RECOMMENDATIONS:

Staff recommends granting the variance for the temporary easement encroachment.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/28/2011 1:20 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/28/2011 1:36 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 9:03 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	

SURESHBHAI G & PREMILA S PATEL
4221 Vail Divide
Austin, TX 78738

512 577 2735

December 03, 2010

Honorable Commissioner Karen Huber
Travis County Commissioner, Precinct 3
314 West 11th Street
Suite 530
Austin, TX 78701

Honorable Commissioner Huber,

We are requesting a variance to the Texas Administrative Code 285 related to the setbacks from drain fields, septic tanks and drainage easements on our property located at 9801 ZION WAY AUSTIN, TX 78733. We agree to indemnify and release Travis County from any liability that may result from granting this variance.

Sincerely,

Suresh Patel 12/6/10
SURESHBHAI PATEL



Office 626-3504

Fax 329-0085

Schoenfelt Engineering, Inc.

11701 Bee Caves Road, Suite 230
Austin, Texas 78738

April 14, 2011

Ms. Stacey Scheffell
Travis County Transportation and Natural Resources
On-Site Sewage Facilities Program
P. O. Box 1748
Austin, Texas 78767

Re: Private Sewer Facility for 1115 Ottawa
Lots 38 & 39, Austin Lake Hills Section 2, Block 59
Guest House OSSF
Variance Request

Dear Ms. Scheffell;

By copy of this letter I hereby request a variance to place certain components of a private OSSF within an existing P.U.E. and drainage easement. The plans for this system have been submitted and reviewed by your office with the issuance of the "permit to construct" pending the release and vacation of the aforementioned P.U.E. and D.E.

The P.U.E. formerly held transmission lines belonging to Austin Energy as well as Time Warner Cable TV and SWB telephone. These utilities have been removed and re-located to allow for the vacation of the P.U.E. and drainage easements. I understand that this vacation may take as long as 3 to 6 weeks. The sale of the home is pending the ultimate approval and installation of the Guest House OSSF.

To expedite the OSSF process I am requesting the above described variance.

If you have any questions concerning this design, please do not hesitate to contact me at 328-0146 or on my mobile phone at 626-3504.

Respectfully,



Keith Schoenfelt, P.E
Schoenfelt Engineering, Inc.
KJS: ks

Attachments



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 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 by Parke Properties I, LP and GDF Realty Investment, Ltd. for a partial vacation of the Parke Corners Section 1 subdivision plat with Travis County as a landowner in this same plat in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Parke Properties I, LP and GDF Realty Investment, Ltd, and Travis County, Texas, owners Lot 1, Block A, subdivided the same into the subdivision designated as Parke Corners Section 1 recorded in Travis County, Texas Plat Records. These 3 entities that collectively constitute the owners of all original, intact lots in Parke Corners Section 1 would like to partially vacate this subdivision to destroy the force and effect of the recording of this subdivision plat as it relates to Tract 1 of Lot 1 Block A only.

Parke Properties I, LP and GDF Realty Investment, Ltd, and Travis County, Texas, in consideration of the premises and pursuant to the provisions of Chapter 212.013 of the Local Government Code, would like to vacate Tract 1 of Lot 1 Block A only. This would leave in full force and effect as to all the other lots in Parke Corners Section 1. The application document must be signed by all 3 entities and will be submitted to the Chair of the Planning Commission, City of Austin.

ISSUES AND OPPORTUNITIES:

Lot 1 Block A of the Parke Corners Section 1 subdivision was originally platted as a 20.303 acre lot in July of 1993. In 2009, Travis County bought a 22.0 acre tract for Preserve land that included 14.303 acres of Lot 1 Block A and an adjacent 7.697 acres that were not included in this plat. Travis County purchased this Preserve land from Parke Properties I, LP and GDF Realty Investment, Ltd. and these entities retained the remaining 6.0 acres in this original plat. The partial vacation affects this remaining 6.0 acre portion of the original plat. Travis County, Parke Properties I, LP and GDF Realty Investment, Ltd. own all of the tracts that were in the 20.303 acre original plat.

The Preserve tract was acquired for inclusion in the Balcones Canyonlands Preserve and is being managed under the terms of the 10(a) Permit, the Balcones Canyonlands Conservation Plan, a federal permit issued to Travis County and the City of Austin on May 2, 1996.

Allowing this 6 acre tract to be removed from the existing plat will not impact Travis County's ability to manage this land under the terms and conditions of the BCCP federal 10(a) permit.

STAFF RECOMMENDATIONS:

Travis County staff recommends that Travis County, as landowner within the subdivision plat, sign their approval to allow the Partial Vacation of Parke Corners Section I.

FISCAL IMPACT AND SOURCE OF FUNDING:

There will be no financial impact to Travis County.

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/27/2011 1:12 PM
County Attorney's Office	John Hille	Completed	04/27/2011 2:58 PM
Transportation and Natural Resources	Jon White	Completed	04/27/2011 3:03 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/28/2011 11:30 AM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/28/2011 11:31 AM
Transportation and Natural Resources	Steven Manilla	Completed	04/28/2011 1:50 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/28/2011 2:06 PM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

EXHIBIT A

TOTAL / PARTIAL VACATION OF "PARKE CORNERS SECTION 1"

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, Parke Properties I, LP; GDF Realty Investment, Ltd.; and Travis County, Texas, owners of Lot 1 Block A, did heretofore subdivide the same into the subdivision designated Parke Corners Section 1, the plat of which is recorded in Book 93, Page 37 of the Travis County, Texas Plat Records, and

WHEREAS, the following lots in said subdivision are now owned by the parties indicated, to wit:

<u>TRACT</u>	<u>OWNER</u>
1	Parke Properties I, LP (70% UND INT 6.0 AC of Lot 1 Blk A Parke Corners Sec 1)
1	GDF Realty Investment, Ltd. (30% UND INT 6.0 AC of Lot 1 Blk A Parke Corners Sec 1)

WHEREAS, Parke Properties I, LP; GDF Realty Investment, Ltd.; and Travis County, Texas who collectively constitute the owners of all original, intact lots in Parke Corners Section 1 are desirous of partially vacating said subdivision plat so as to destroy the force and effect of the recording of such subdivision plat insofar and only insofar as the same pertains to Tract 1.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Parke Properties I, LP; GDF Realty Investment, Ltd.; and Travis County, Texas for and in consideration of the premises and pursuant to the provisions of Chapter 212.013 of the Local Government Code, does hereby vacate Tract 1 of Lot 1 Block A only. Said subdivision shall, however, remain in full force and effect as to all other lots in Parke Corners Section 1.

EXECUTED THE DAYS HEREAFTER NOTED.

OWNER'S SIGNATURE

Parke Properties I, L.P., a Texas limited partnership
By: FP Properties, Inc., a Texas corporation, its general partner

DATE

By: Fred Purcell, President

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Texas)
County of Travis)

On the ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Fred Purcell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he, by his signature on the instrument, in his capacity, executed the instrument.

Printed Name of Notary

Notary Public for the State of Texas
My commission expires: _____

EXECUTED THE DAYS HEREAFTER NOTED.

OWNER'S SIGNATURE

GDF Realty Investments, Ltd.
By: GDP Realty Investments Inc., a Texas corporation, its general partner

DATE

By: R. James George, Jr., President

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Texas)
County of Travis)

On the ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared R. James George, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he, by his signature on the instrument, in his capacity, executed the instrument.

Printed Name of Notary

Notary Public for the State of Texas
My commission expires: _____

EXECUTED THE DAYS HEREAFTER NOTED.

OWNER'S SIGNATURE

Travis County, Texas

DATE

By: _____
Printed Name Title

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Texas)
County of Travis)

On the ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he, by his signature on the instrument, in his capacity, executed the instrument.

Printed Name of Notary

Notary Public for the State of Texas
My commission expires: _____

NOTARY STATEMENT REQUIRED FOR EACH SIGNATURE UNLESS ALL OR SOME OWNERS SIGN BEFORE THE SAME NOTARY. THE DATE OF EACH INDIVIDUAL NOTARY CERTIFICATE MUST MATCH THE DATE THAT APPEARS OPPOSITE THE OWNER'S SIGNATURE IN THE BODY OF THE DOCUMENT.

APPROVAL OF TOTAL/PARTIAL PLAT VACATION

BE IT KNOWN, that on the _____ day of _____, 20____, the Planning Commission of the City of Austin, at its regular meeting, did approve the partial vacation of the subdivision known as Parke Corners Section 1, as recorded in Book 93, Page 37, Travis County Plat Records, upon application therefore by all of the owners of all of the lots in said subdivision.

EXECUTED, this _____ day of _____, 20_____.

CHAIR
Planning Commission
City of Austin
Travis County, Texas

ATTEST:

_____, Executive Secretary
Planning Commission of the City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to be the person whose name is subscribed to the foregoing instrument as Chairperson of the Planning Commission of the City of Austin, Texas, a municipal corporation, and she/he acknowledged to me that she/he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

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

SEAL

Printed name: _____
Notary Public in and for the State of
Texas

My commission expires: _____

SUBDIVISION VACATION APPLICATION FORM

PROJECT INFORMATION: DEPARTMENTAL USE ONLY

FILING DATE: _____ FILE NUMBER: _____
DUE DATE: _____ CASE MANAGER: _____
APPLICATION ACCEPTED BY: _____

NAME AND LOCATION

SUBDIVISION NAME: Parke Corners Section 1
SUBDIVISION FILE NUMBER: C8-93-0029.0A
STREET LOCATION (ADDRESS): 11620 Bullick Hollow Road AT FM 620 CROSS STREET
OR: _____ Distance in _____ Direction from Intersection of _____ and _____
JURISDICTION (CHECK ONE): FULL PURPOSE: LIMITED PURPOSE: ETJ: _____ (COUNTY: _____)

OWNER INFORMATION

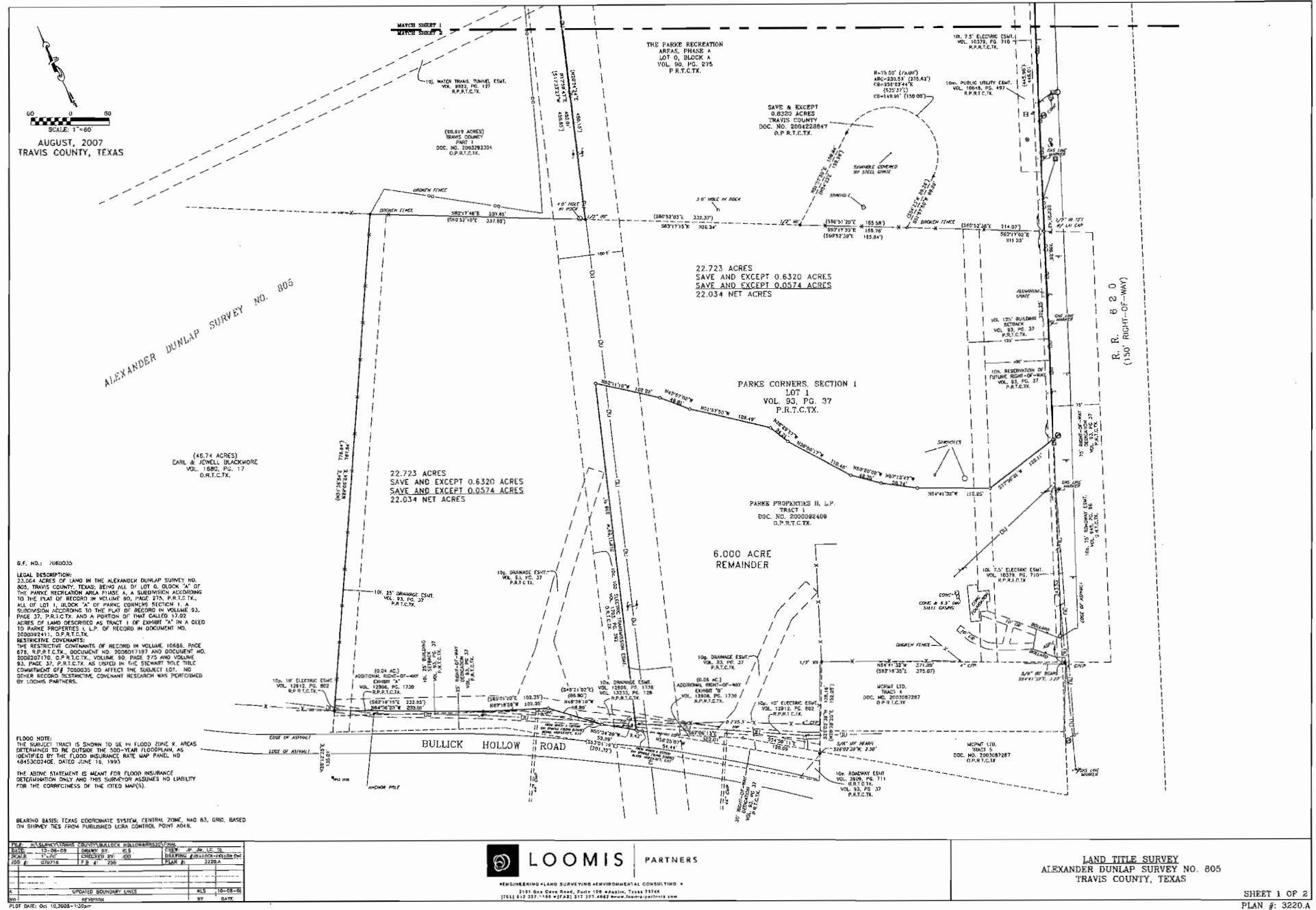
OWNER NAME: Parke Properties I, LP TELEPHONE NO. (512)266-6393
STREET ADDRESS: 12912 Park Drive
CITY, STATE AND ZIP: Austin, Texas 78732

AGENT INFORMATION

OWNER NAME: King Engineering Associates, Inc. TELEPHONE NO. (512) 462-4921
STREET ADDRESS: 2211 South IH 35, Suite 200
CITY, STATE AND ZIP: Austin, Texas 78741

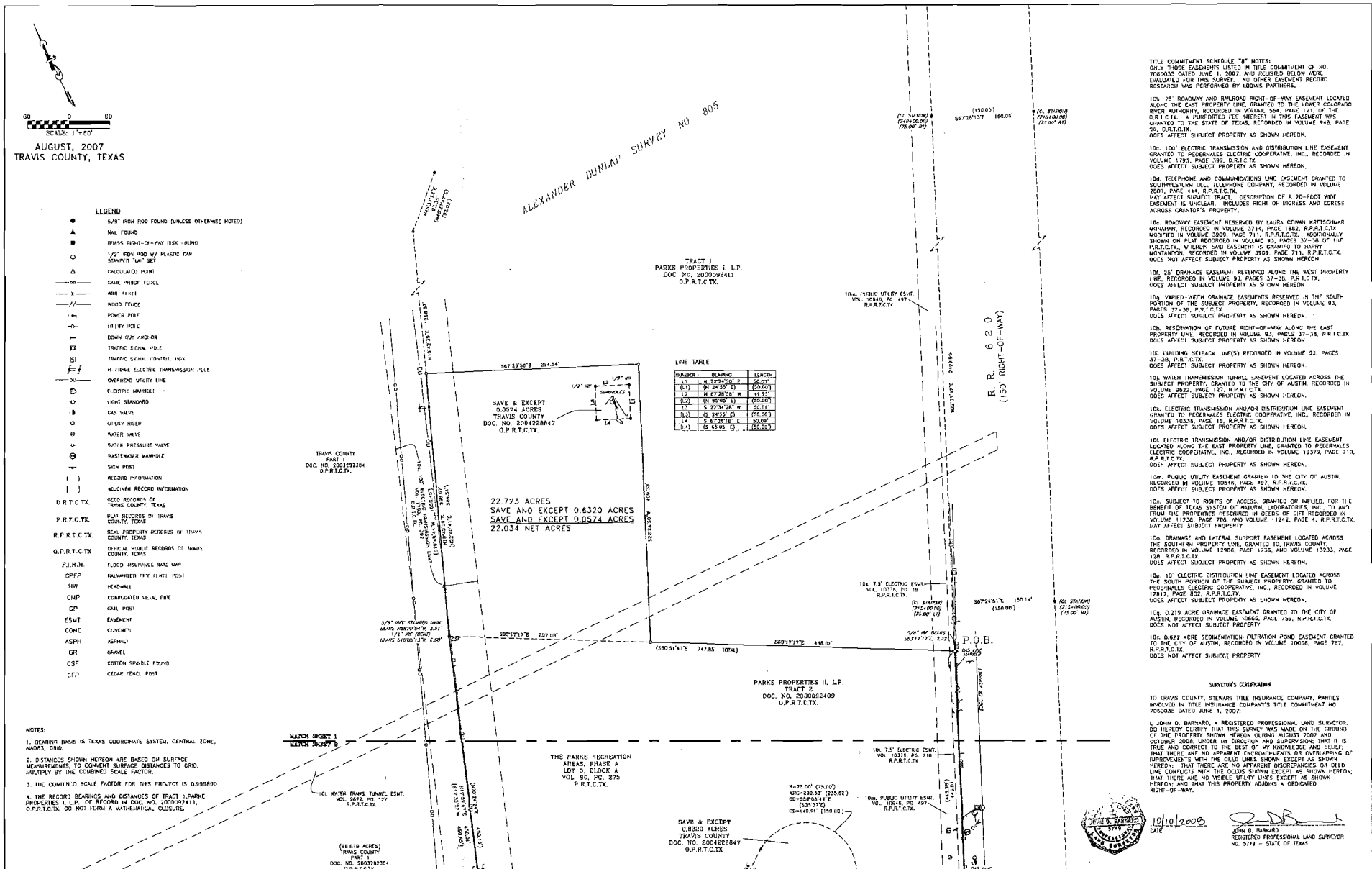
PLAT ATTRIBUTES

DO THE LOT(S) BEING VACATED RECEIVE UTILITY SERVICE? YES
SPECIFIC SERVICES AND UTILITY PROVIDER(S): WATER: WCID No. 17
WASTEWATER: WCID No. 17 ELECTRIC: Pedernales Electric
HAS ANY DEVELOPMENT OCCURRED ON THE LOT(S) BEING VACATED? YES
SPECIFY TYPE OF DEVELOPMENT: 2 concrete pads, water well, asphalt & gravel driveway
HAVE PARKLAND FEES BEEN PAID FOR THE LOT(S) BEING VACATED? YES
HAS A LETTER OF CREDIT BEEN POSTED FOR THE LOT(S) BEING VACATED? NO
WAS A RIGHT-OF-WAY DEDICATED BY THIS PLAT? NO
SPECIFY IMPROVEMENTS FOR WHICH THE LETTER OF CREDIT WAS POSTED: _____
HAVE THESE IMPROVEMENTS BEEN COMPLETED? N/A
HAS THE LETTER OF CREDIT BEEN RELEASED? N/A If Yes please give DATE: _____



LAND TITLE SURVEY
ALEXANDER DUNLAP SURVEY NO. 805
TRAVIS COUNTY, TEXAS

SHEET 1 OF 2
PLAN #: 3220.A



FILE #	DATE	BY	REVISION	DATE	BY
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			
10-08-08	10-08-08	J. BARNARD			



SURVEYOR'S CERTIFICATION
TO TRAVIS COUNTY, STEWART TITLE INSURANCE COMPANY, PARTIES INVOLVED IN THIS INSTRUMENT COMPANY'S TITLE COMMITMENT NO. 70K0035 DATED JUNE 1, 2007:
I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING AUGUST 2007 AND OCTOBER 2008 UNDER MY DIRECT CONTROL AND SUPERVISION, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THERE ARE NO APPARENT ENCUMBRANCES OR OVERLAPPING OF BOUNDARIES WITH THE DEED LINES SHOWN EXCEPT AS SHOWN HEREON, THAT THERE ARE NO APPARENT DISCREPANCIES OR DEED LINE CONFLICTS WITH THE DEEDS SHOWN EXCEPT AS SHOWN HEREON, THAT THERE ARE NO VISIBLE UTILITY LINES EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY ADJACENT A DESIGNATED RIGHT-OF-WAY.

DATE: 8/10/2008
SIGNATURE: J. D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5743 - STATE OF TEXAS

LAND TITLE SURVEY
ALEXANDER DUNLAP SURVEY NO. 605
TRAVIS COUNTY, TEXAS



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: Darla Vasterling, 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 the following in Precinct Three:

- A. Acceptance of dedication of street and drainage facilities for River Dance Phase 6A; and
- B. Second Amendment to a License Agreement for River Dance Phase 3.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

STAFF RECOMMENDATIONS:

- A. Summary and TNR Staff Recommendation: Acceptance of dedication of River Dance Phase 6A

River Dance Phase 6A subdivision was recorded March 21, 2007. The subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

This section is accessed from River Dance Phase 3, accepted for maintenance by Travis County. This action will add 1.49 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

- B. Summary and Staff Recommendation: Second Amendment to the License Agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into a Second Amendment to the License Agreement that was approved for the River Dance Phase 3 subdivision. The Amendment to the License Agreement is with the Steiner Ranch Master Association, Inc. for private improvements in the public right-of-

ways of River Dance Phase 6A. The covered improvements do not reduce sight distance or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Steiner Ranch Master Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Exhibits:

Approval of Construction
List of streets
Requirements
Registered Accessibility letter
Attached maps
License Agreement & Exhibit

DV:DWW:dv

4101 River Dance Ph 6A
1101 License Agreement River Dance

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/28/2011 1:00 PM
Transportation and Natural Resources	Don Ward	Completed	04/29/2011 11:51 AM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/29/2011 12:09 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 3:11 PM
Transportation and Natural Resources	Steven Manilla	Completed	04/29/2011 3:26 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 3:28 PM

Agenda Item

Meeting of May 17, 2011

Commissioner Precinct 3 Office
County Judge's Office
Commissioners Court

Karen L. Huber
Cheryl Aker
Cheryl Aker

Pending
Pending
Pending

TRANSPORTATION AND NATURAL RESOURCES

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



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

APPROVAL OF CONSTRUCTION

DATE: March 22, 2011

TO:	Developer	Engineer
	Taylor Woodrow Communities	Loomis Austin
	Taylor Morrison of Texas, Inc.	Andrew S. Hollon, P.E.
	805 Las Cimas Parkway, #350	3103 Bee Cave Rd., #225
	Austin, TX 78746	Austin, TX 78746
	Fax: 579-2229	Fax: 327-4052

SUBJECT: River Dance Phase 6A

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

Approved By: *Charles Allen*
TNR Construction Inspection – Charles Allen

Darla Vasterling
TNR Engineering Specialist – Darla Vasterling

Donald W. Ward 4/27/11
TNR Division Director, Road and Bridge – Donald W. Ward

COPY

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
 Mapsco No. 521S

River Dance Phase 6A

Pct.# 3
 Atlas No. K-05

RECORDED AT DOC#200700087 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 3/21/07.

SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Palisades Parkway	traffic circle in Phase 3 to SE cor Lot 14 Blk N	1361	0.26	56'	HMAC	36'F-F	Yes
2	Emerald Ridge Drive	Palisades Parkway to SW cor Lot 9 Blk J	1482	0.28	50'	HMAC	28'F-F	Yes
3	Azure Shores Court	Emerald Ridge Drive to end of 60'R cul-de-sac	707	0.13	50'	HMAC	28'F-F	Yes
4	Mediterra Point	traffic circle in Phase 3 to SE cor Lot 24 Blk H	783	0.15	56'	HMAC	36'F-F	Yes
5	Montclair Bend	Mediterra Point to Mediterra Point	2419	0.46	50'	HMAC	28'F-F	Yes
6	Berryessa Pass	Montclair Bend to Montclair Bend	547	0.10	50'	HMAC	28'F-F	Yes
7	Edenvale Path	Berryessa Pass to Montclair Bend	574	0.11	50'	HMAC	28'F-F	Yes
8								
9								
10								
			7873					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 167

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING **1.49** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

17-May-11

DATE

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

Donald W. Ward 4/27/11

Donald W. Ward, P. E.
 Division Director, Road, Bridge, and Fleet
 TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**“RIVER DANCE PHASE 6A”
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 2/13/08 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 11/07/08 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 2/13/08 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/4/08 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, by the Owner’s Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
have
- OK 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- N/A 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 1/28/09 7. A letter from a **Registered Accessibility Specialist** approving common area sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 1/25/11 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 11/05/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 4/25/11 10. License Agreement (**If there are private improvements in Public ROW.**)



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

February 21, 2008

J Robert Long
Director of Development
Taylor Morrison - Austin Division
805 Las Cimas Pkwy., Suite 350
Austin, Texas 78746

Re: River Dance - Ph 6A
Various Streets
Austin, Texas 78732

CORRECTIVE MODIFICATIONS - NO VIOLATIONS

Dear Mr. Long:

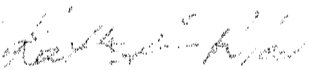
Your submittal regarding the referenced submittal has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

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

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

If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349. Please reference the EABPRJ project number in all future correspondence pertaining to this project.

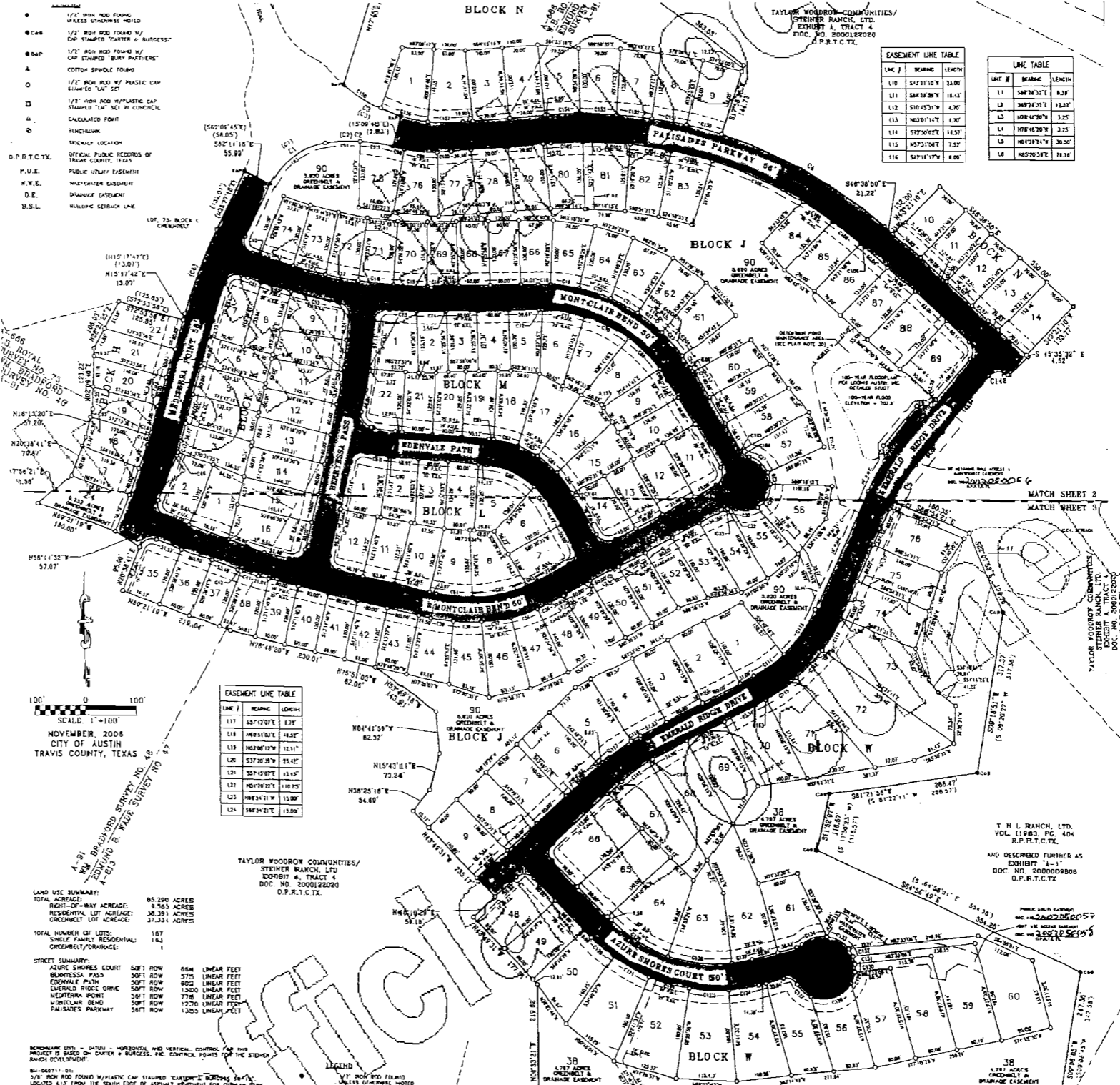
Sincerely,

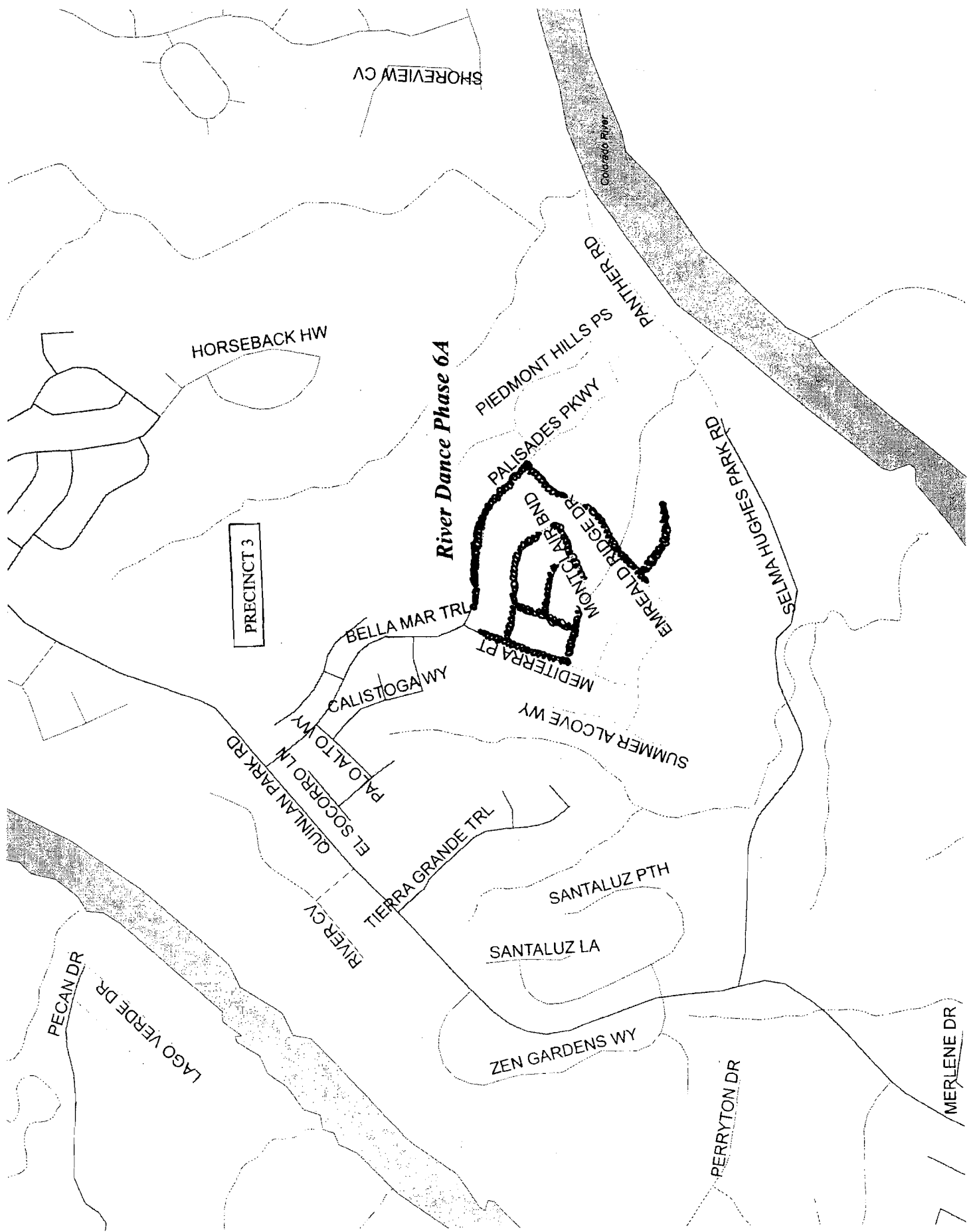

Kathy-Ann Riley
RAS No. 0254

Enclosures

where everyone goes for accessibility solutions...

RIVER DANCE PHASE 6A





COPY

SECOND AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This First Amendment to License Agreement (the "First Amendment") is entered into effective as of the _____ day of May, 2011, (the "Effective Date") by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the "COUNTY") and the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of January, 27, 2009 and recorded February 19, 2009 as Document No. 2009024711 in the Official Public Records of Travis County, Texas, (the "License Agreement") whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 3, a subdivision located in Travis County, being more particularly described at Document #200600133 in the Official Public Records of Travis County as defined in the License Agreement as the "Licensed Property"; and

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements, including custom street signs and retaining walls or tree wells (defined in the License Agreement as the "Improvements") in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 6A a subdivision located in Travis County, being more particularly described in that certain plat as recorded at Document #200700087; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such custom street signs and tree wells as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public, each such road shall be defined herein as a "Dedicated Road" and all such roads shall be referred to herein collectively as the "Dedicated Roads") on the River Dance Phase 6A plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include the River Dance Phase 6A plat; (ii) expand the definition of "Licensed Property" as set forth below; and (iii) modify the definition of "Improvements" to include the "Additional Improvements" (as defined below), all as set forth below.

NOW, THEREFORE, for no an additional Security Deposit, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include River Dance Phase 4 plat, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this First Amendment.

2. The definition of "Improvements" is hereby modified to include such custom street signs and/or tree wells as the ASSOCIATION deems to be appropriate for the development of the Subdivision (the "Additional Improvements") as well as the existing improvements installed by the ASSOCIATION in the Licensed Property pursuant to the terms and conditions of the License Agreement prior to the Effective Date.

3. The Licensed Property is hereby amended to include the property shown on Exhibit "A" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivisions. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.

4. Paragraph 1 of the License Agreement is hereby modified to read as follows:

"Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property; provided, however, that any custom street signs and/or tree wells installed by the ASSOCIATION in the Licensed Property as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public."

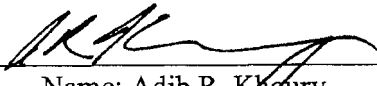
5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this First Amendment unless expressly modified in this First Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this First Amendment.

6. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.

7. The Parties ratify and affirm the License Agreement in all respects as amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

STEINER RANCH MASTER ASSOCIATION,
INC., a Texas non-profit corporation

By: 
Name: Adib R. Khoury
Title: President
Authorized Representative

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of May, 2011, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires:

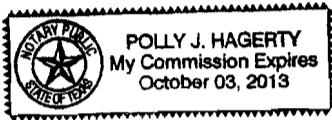
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 20~~th~~ day of ~~May~~^{April}, 2011, by Adib R. Khoury, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal)



Polly J. Hagerty
Notary Public in and for the State of Texas

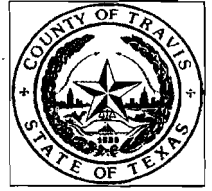
Polly J. Hagerty
Printed/Typed Name

My commission expires: 10.3.13

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
Attn. Mr. Scott Selman
12550 Country Trails Lane.
Austin, Texas 78732
Phone: 266-7553

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 521S

River Dance Phase 6A

Pct.# 3
 Atlas No. K-05

RECORDED AT DOC#200700087 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 3/21/07.

SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	TYPE OF WIDTH OF CURB & GUTTER
1	Palisades Parkway	traffic circle in Phase 3 to SE cor Lot 14 Blk N	1361	0.26	56'	HMAC	36'F-F	Yes
2	Emerald Ridge Drive	Palisades Parkway to SW cor Lot 9 Blk J	1482	0.28	50'	HMAC	28'F-F	Yes
3	Azure Shores Court	Emerald Ridge Drive to end of 60'R cul-de-sac	707	0.13	50'	HMAC	28'F-F	Yes
4	Mediterra Point	traffic circle in Phase 3 to SE cor Lot 24 Blk H	783	0.15	56'	HMAC	36'F-F	Yes
5	Montclair Bend	Mediterra Point to Mediterra Point	2419	0.46	50'	HMAC	28'F-F	Yes
6	Berryessa Pass	Montclair Bend to Montclair Bend	547	0.10	50'	HMAC	28'F-F	Yes
7	Edenvale Path	Berryessa Pass to Montclair Bend	574	0.11	50'	HMAC	28'F-F	Yes
8								
9								
10								
			7873					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 167

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING 1.49 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

17-May-11

DATE

Donald W. Ward 4/27/11

Donald W. Ward, P. E.

Division Director, Road, Bridge, and Fleet

TRANSPORTATION AND ENGINEERING SERVICES

DP = DOUBLE PENETRATION

HMAC = HOT MIX ASPHALT

C = CONCRETE

UPP = UNPAVED, PIT RUN

UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE

4169

SECOND AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This First Amendment to License Agreement (the "First Amendment") is entered into effective as of the _____ day of May, 2011, (the "Effective Date") by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the "COUNTY") and the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of January, 27, 2009 and recorded February 19, 2009 as Document No. 2009024711 in the Official Public Records of Travis County, Texas, (the "License Agreement") whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 3, a subdivision located in Travis County, being more particularly described at Document #200600133 in the Official Public Records of Travis County as defined in the License Agreement as the "Licensed Property"; and

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements, including custom street signs and retaining walls or tree wells (defined in the License Agreement as the "Improvements") in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the Public and located in River Dance Phase 6A a subdivision located in Travis County, being more particularly described in that certain plat as recorded at Document #200700087; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such custom street signs and tree wells as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public, each such road shall be defined herein as a "Dedicated Road" and all such roads shall be referred to herein collectively as the "Dedicated Roads") on the River Dance Phase 6A plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include the River Dance Phase 6A plat; (ii) expand the definition of "Licensed Property" as set forth below; and (iii) modify the definition of "Improvements" to include the "Additional Improvements" (as defined below), all as set forth below.

4169

NOW, THEREFORE, for no an additional Security Deposit, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include River Dance Phase 4 plat, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this First Amendment.

2. The definition of "Improvements" is hereby modified to include such custom street signs and/or tree wells as the ASSOCIATION deems to be appropriate for the development of the Subdivision (the "Additional Improvements") as well as the existing improvements installed by the ASSOCIATION in the Licensed Property pursuant to the terms and conditions of the License Agreement prior to the Effective Date.

3. The Licensed Property is hereby amended to include the property shown on Exhibit "A" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivisions. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.

4. Paragraph 1 of the License Agreement is hereby modified to read as follows:

"Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements in the Licensed Property; provided, however, that any custom street signs and/or tree wells installed by the ASSOCIATION in the Licensed Property as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the Public."

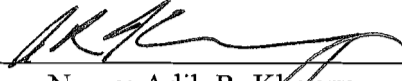
5. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this First Amendment unless expressly modified in this First Amendment. All references to the License Agreement from and after the Effective Date shall be to the License Agreement as modified by this First Amendment.

6. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.

7. The Parties ratify and affirm the License Agreement in all respects as amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

STEINER RANCH MASTER ASSOCIATION,
INC., a Texas non-profit corporation

By: 
Name: Adib R. Khoury
Title: President
Authorized Representative

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of May, 2011, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires:

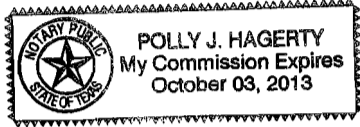
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 20~~th~~ day of ^{April}~~May~~, 2011, by Adib R. Khoury, President of the Steiner Ranch Master Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal)



Polly J. Hagerty
Notary Public in and for the State of Texas

Polly J. Hagerty
Printed/Typed Name

My commission expires: 10.3.13

ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
Attn. Mr. Scott Selman
12550 Country Trails Lane.
Austin, Texas 78732
Phone: 266-7553

License Agreement – 2nd Amendment
River Dance Ph 3



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session

Prepared By: Carolyn Barrett, Transportation and Natural Resources, 854-7595

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

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following:

- A. Receive briefing on the charge, activities, and progress of the 2011 Citizens Bond Advisory Committee; and
- B. Facility projects to be considered for the November 2011 ballot.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Summary:

A Citizens Bond Advisory Committee was appointed by the Court in March 2011. Each member of the Commissioners Court appointed three members of the community to assist them with decisions regarding the need for and the size of a referendum, and what projects should be included. Concurrent with the appointments, the Court approved a draft list of projects, a committee charter, and a draft schedule. The committee meetings completed thus far have been focused on getting the committee structure established, the by-laws adopted, and educating them about the County's bond process, open meetings requirements, the need for projects, and TNR's criteria for project selection and prioritization.

The committee is currently adhering to the attached schedule. It recently shifted to weekly meetings, according to the schedule, and it will be making a status report to the Court in early June. The current list of projects contains all projects presented to the Court in January, plus projects added by TNR after the January presentation. The revised "universe" of projects consists of 124 projects totaling approximately \$636M. Instructions to the committee are to pare the list down to \$150M but TNR has recommended the committee identify an additional \$50M worth of "substitute" projects to be drawn from in the event we are unable to obtain private sector financial commitments for potential Public-Private Partnership projects. This commitment is a stipulation of the January 2011 Court approved "Guidelines for Public-Private Partnerships for Transportation Projects".

The Committee is charged with looking at all project requests, but it is only looking at transportation, drainage, parks, and open space projects at this time (see attached list) because the decision to include facility projects has not yet been made by the Court. At the May 5, 2011 Court Work Session, it was acknowledged that it is unlikely the new Civil and Family Court building can be on a November 2011 ballot because additional time is needed to obtain professional services to assist the County with decisions regarding various financing and project completion alternatives. Other facility projects for which Court direction is needed include:

1. North Campus New Building:

Budget is \$55,700,000

The square feet is 220,000

2. North Campus New Parking Garage:

Budget is \$24,600,000

The square feet is 253,000.

3. HMS Courthouse Renovation:

Budget is \$103,000,000

The square feet is 160,000

4 Redevelopment of Block 126 - Office Building, Public Plaza and Underground Parking for up to 1,100 cars 135,000 square feet - \$103,000,000

land acquisition, site analysis, design and construction of a new Medical -

5 Medical Examiner Facility Examiners Office and Forensic Center - 37,000,000

TOTAL Estimated Cost of Facility Projects (Excluding Civil & Family Court Building): \$323,300,000

Members of the CBAC have asked if there will be facility projects for them to consider for the ballot and they are concerned about having enough time to complete their evaluations. Direction on which projects to consider is requested.

The attached schedule indicates that the CBAC must make its final report to the Court on August 16 and there is a Court deadline to issue a Notice of Election to the State of Texas 60 days before the November 8 election.

FISCAL IMPACT AND SOURCE OF FUNDING:

na

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Randy Nicholson	Skipped	05/11/2011 11:45 AM
Transportation and Natural Resources	Cynthia McDonald	Skipped	05/11/2011 11:45 AM
Transportation and Natural Resources	Carolyn Barrett	Completed	05/11/2011 12:11 PM
Transportation and Natural Resources	Steven Manilla	Completed	05/11/2011 1:00 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	05/11/2011 1:34 PM
County Judge's Office	Cheryl Aker	Completed	05/11/2011 3:17 PM
Commissioners Court	Cheryl Aker	Pending	



DRAFT 2011 BOND REFERENDUM PROJECT LIST May 5, 2011 SUBJECT TO CHANGE

Pct	Priority	New Proj	Project Name	Scope	Eng Cost	* est level	Acres	R/W Cost	* est level	Const Cost	* est level	Total	Cost Updat
			Roadway Capacity Projects										
3			Bee Creek Road	Widen 1.2 m 2 to 4 Ins SH 71 to Highland; new 1000' of 2-In	\$ 432,000	D	10	\$ 871,000	D	\$ 6,937,000	D	\$ 8,240,000	Y
4			Slaughter Ln E (\$1.5M COA)**	New 1.4 m 4-In from Goodnight to McKinney Falls Pkwy	\$ -	N/A	0	\$ -	N/A	\$ 8,500,000	A-B	\$ 8,500,000	
1			Tuscany South (\$1.5M COA)**	New 0.5 m 4-In from US 290 to Springdale	\$ -	N/A	5	\$ 750,000	A-B	\$ 2,500,000	A-B	\$ 3,250,000	Y
1			Wildhorse Connector(50%R:80%B)**	New 5500' 4 In from Parmer to FM 973	\$ 718,000	D	14	\$ -	D	\$ 7,180,000	D	\$ 7,898,000	Y
3			Hewitt Lane	Widen 0.6 m to 3-Ins from Frate Barker to Brodie w/bridge	\$ 411,000	D	4	\$ 349,000	D	\$ 2,741,000	D	\$ 3,501,000	Y
1			973-Blake Manor Connector	New 5000' 4 In from 973 to Blake Manor	\$ 589,000	D	16	\$ 1,391,000		\$ 5,891,000	D	\$ 7,871,000	Y
3			Bob Wire Realignment	New 0.25m 2 In from SH 71 to Bob Wire	\$ 120,000	B-C	2.5	\$ 500,000	D	\$ 1,440,000	B-C	\$ 2,060,000	
1			Arterial A	New 1.75m 4-In from US 290 E to Cameron Rd	\$ 500,000	C	24	\$ 1,053,000	D	\$ 13,500,000	D	\$ 15,053,000	
all			TxDot ROW Requests	Anticipated TxDot requests for 10% cost share	\$ -	N/A	320	\$ 5,000,000	D	\$ -	N/A	\$ 5,000,000	
1			Arterial C	New 1.3m 4In fromDeaf Smith to 969	\$ 900,000			\$ -		\$ 10,725,000		\$ 11,625,000	
2			Jesse Bohls Realign	Widen-Realign 2.5m 2 to 4 Ins, Weiss Ln to Cameron	\$ 967,500	D	34	\$ 1,470,000	D	\$ 12,900,000	D	\$ 15,337,500	
1			Kimbro-Parsons Realign	Widen-Realign 4.0m 2 to 4 Ins, US 290 to Blake Manor	\$ 1,540,000	D	54	\$ 2,340,000	D	\$ 20,520,000	D	\$ 24,400,000	
1			Blake-Manor	Widen 4.0m 2 to 4 Ins 973 By-pass to Burleson-Manor Rd	\$ 1,085,000	D	14	\$ 615,000	D	\$ 15,492,000	D	\$ 17,192,000	Y
4			Ross Road	Widen 0.9m 2 to 4 In from Pearce to Heine Farm Rd	\$ 356,000	D	6	\$ 257,000	D	\$ 3,325,000	D	\$ 3,938,000	
1,2			Dessau Road (widen in median)	Widen 2.9m 4 to 6 Ins, Parmer to Wells Branch Pkwy	\$ 500,000	D	0	\$ -	D	\$ 7,000,000	D	\$ 7,500,000	
4			Thaxton Road	Widen 0.4m 2 to 4 Ins, Mckny Falls Pky to Slaughter	\$ 158,000	D	3	\$ 130,700	D	\$ 4,080,000	D	\$ 4,368,700	
1,2			Cameron Rd (W of SH 130)	Widen-Realign 2.3m 2 to 4 Ins, Howard Ln to SH 130	\$ 1,200,000	C	28	\$ 1,220,000	D	\$ 9,700,000	B-C	\$ 12,120,000	
1,2			Cameron Rd (E of SH 130)	Widen-Realign 4.0m 2 to 4 Ins, Weiss Ln to FM 973	\$ 2,100,000	D	48	\$ 2,100,000	D	\$ 20,160,000	D	\$ 24,360,000	
1			Wells Branch Pkwy Extn (50%R):(80%B)**	New 4.75m 4-In: Cameron to SH130 to FM973	\$ 1,800,000	D	65	\$ -	D	\$ 26,500,000	D	\$ 28,300,000	
1			Rundberg Ln Ext	New 1.2m 2-In from Sprinkle Rd to Art A	\$ 1,315,000	D	17	\$ 740,500	D	\$ 11,525,000	D	\$ 13,580,500	
4			Slaughter Ln Pub-Priv (50%R):(80%B)**	New 3.0m 4-In from Thaxton to FM 973	\$ 1,232,000	D	51	\$ -	N/A	\$ 17,720,000	D	\$ 18,952,000	
4			Will-Can Pub-Prv (50%R):(80%B)**	New 3.5m 4-In, McKinney Falls Pky to FM 812	\$ 900,000	D	59	\$ -	N/A	\$ 15,000,000	D	\$ 15,900,000	
1			Braker Ln S Pub-Priv (50%)**	New 2.5m 4-In from Parmer to FM 973 (50% in COA)	\$ 660,000	D	35	\$ -	N/A	\$ 6,600,000	D	\$ 7,260,000	
4			N Turnersville Road	Widen 0.8m 2 to 4-In from Turnersville Rd to SH 45	\$ 420,000	D	5	\$ 225,000	D	\$ 4,200,000	D	\$ 4,845,000	
1			Braker Ln (Taylor-BurlesonManor)	New 1.2m 4-In from Taylor to Burleson-Manor	\$ 600,000	D	16	\$ 640,000	D	\$ 6,000,000	D	\$ 7,240,000	
1			BurlesonManor (BlakeManor-Braker Ln)	Widen 0.8m 2 to 4 Ins from Blake Manor to prop Braker Ln	\$ 450,000	D	12	\$ 480,000	D	\$ 4,500,000	D	\$ 5,430,000	
1			Taylor Lane	Widen 1.7m 2 to 4 Ins from Braker Ln extn to Blake-Manor	\$ 746,000	D	11	\$ 698,000	D	\$ 6,218,000	D	\$ 7,662,000	Y
2			Wells Branch Pkwy Improvements	Widen 2.5m 2 to 4In From Immanuel to Cameron Rd	\$ 397,000	D	N/A	\$ -	N/A	\$ 6,612,000	D	\$ 7,009,000	Y
2	Y		E Pflugerville Pkwy Extn (50% in Pflugerville)	New 1.0m 2-In from Weise Ln to Jesse Bohls	\$ 207,000	C	6.2	\$ 405,000	D	\$ 1,725,000	C	\$ 2,337,000	
2	Y		Grand Avenue Pkwy (P-P)	New 0.9m 4-In, 0.3m 2-In to 4-In from Bratton to Quick Hill	\$ 621,000	D	13.5	\$ 882,000	D	\$ 5,177,000	D	\$ 6,680,000	
1	Y		East Braker Lane	New 2.8m 4-In from Pioneering Crossing to Giles Road	\$ 1,231,000	D	40	\$ 2,565,000	D	\$ 17,579,000	D	\$ 21,375,000	
2	Y		Weise Lane Improvements (30% in Pflugerville)	Widen 3.0m 2 to 4-In from Pecan St to Cele Rd	\$ 1,114,000	D	13	\$ 840,000	D	\$ 13,927,000	D	\$ 15,881,000	
				Sub Total	\$ 23,269,500		854	\$ 25,522,200		\$ 295,874,000		\$ 344,665,700	
			Roadway Safety Projects										
3			Flint Rock Rd (30% in Lakeway)**	4-lane 620 to Jack Nicholas; 2-In safety to Serene Hills	\$ 355,000	D	3.9	\$ 255,000	D	\$ 2,960,000	D	\$ 3,570,000	Y
2			Rowe Lane (40% in City of Pflug)**	Safety Improvements 1.7m from SH130 to Martin Ln	\$ 171,000	D	2	\$ 150,000	D	\$ 1,142,000	D	\$ 1,463,000	Y
3			Frate-Barker/Manchaca Int Imprvmnt	Add double left from F-B to NB Manchaca	\$ 50,000	C	0.5	\$ 150,000	C	\$ 650,000	C	\$ 850,000	
all			Substandard Roads**	Funding for indefinite # of cost-share agreements	\$ 200,000	A	0	\$ -	N/A	\$ 800,000	D	\$ 1,000,000	
3			US290-Circle Drive Int Imprvmnts	Realign Circle Dr-Spring Valley @ 290 (signal by TxDot)	\$ 60,000	C	1.5	\$ 100,000	D	\$ 550,000	C	\$ 710,000	



DRAFT 2011 BOND REFERENDUM PROJECT LIST May 5, 2011 SUBJECT TO CHANGE

Pct	Priority	New Proj	Project Name	Scope	Eng Cost	* est level	Acre s	R/W Cost	* est level	Const Cost	* est level	Total	Cost Updat
3			RM 2244 at River Hills Drive	Realign intersection to accommodate signal by TxDot	\$ 80,000	C	0.5	\$ 218,000	D	\$ 531,000	C	\$ 829,000	Y
3			Lohmans Ford Road (20% in Lago Vista)	Realign and widen from Boggy Ford to Ilean-Pearson	\$ 422,000	D	3	\$ 120,000	D	\$ 3,519,000	D	\$ 4,061,000	Y
1			Austin Colony Secondary Access to 969	New 2-lane collector Westall-Sandifer to 969 @ Gilbert	\$ 435,000	C	14	\$ 530,000	C	\$ 3,000,000	C	\$ 3,965,000	
3	Y		Comanche Trl at FM 620	Realign Comanche Tri at FM 620	\$ 140,000	D	3.9	\$ 257,000	D	\$ 932,000	D	\$ 1,329,000	
3	Y		Thomas Springs Rd at Circle Drive	Add left turn ln on E bound Circle Dr at Thomas Springs Rd	\$ 23,000	D	0.1	\$ 9,000	D	\$ 117,000	D	\$ 149,000	
3	Y		Marley Way at RM 2244	Realign intersection to accommodate signal by TxDot									
Sub Total					\$ 1,936,000		29.4	\$ 1,789,000		\$ 14,201,000		\$ 17,926,000	
Pass Thru Finance Projects													
1			973 Manor By-Pass (Bridge at WC & RR)	Construct realignment of FM973	\$ 2,330,000	C	54.5	\$ 4,090,000	C	\$ 23,288,000	C	\$ 29,708,000	Y
3			FM 1626 Road widening	Widen 5000' 2 to 5 lns from Brodie to FM 2304	\$ 2,000,000	C	6	\$ 2,120,000	C	\$ 7,800,000	C	\$ 11,920,000	Y
1			FM 969	Widen 5.0m 2 to 5 lns from FM 3177 to Dunlap	\$ 1,140,000	D	21	\$ 1,580,000	D	\$ 11,267,000	D	\$ 13,987,000	Y
Sub Total					\$ 5,470,000		81.5	\$ 7,790,000		\$ 42,355,000		\$ 55,615,000	
Roadway Reconstruction Projects													
4	Y		East Turnersville Road	12,000' of 24' pavement from N Turnersville to Creedmore	\$ 229,000	D	0	\$ -	N/A	\$ 3,270,000	D	\$ 3,499,000	
4	Y		West Turnersville Road	8,600' of 24' pavement from N Turnersville to Hays Cnty Line	\$ 164,000	D	0	\$ -	N/A	\$ 2,344,000	D	\$ 2,508,000	
1	Y		Taylor Lane	18,000' of 32' pavement from Blake Manor Rd to FM969	\$ 412,000	D	0	\$ -	N/A	\$ 5,886,000	D	\$ 6,298,000	
4	Y		Elroy Road I	8,600' of 24' pavement from McAngus to Fagerquest Rd	\$ 164,000	D	0	\$ -	N/A	\$ 2,344,000	D	\$ 2,508,000	
4	Y		Elroy Road II	11,000' of 24' pavement from Fagerquest Rd to FM812	\$ 210,000	D	0	\$ -	N/A	\$ 2,998,000	D	\$ 3,208,000	
Sub Total					\$ 1,179,000		0	\$ -		\$ 16,842,000		\$ 18,021,000	
Drainage Projects (Stream Crossings)													
3			Big Sandy Drive @ Long Hollow Creek	See 2009 Drainage Basin Study	\$ 158,000	B-C	N/A		N/A	\$ 794,000	B-C	\$ 952,000	
1			Springdale Rd @ Walnut Crk Trib 5	See 2009 Drainage Basin Study	\$ 60,000	B-C	N/A		N/A	\$ 303,000	B-C	\$ 363,000	
3			Juniper Trail @ Long Hollow Creek	See 2009 Drainage Basin Study	\$ 245,000	B-C		\$ 40,000	B-C	\$ 1,223,000	B-C	\$ 1,508,000	
3			Wyldwood Road @ Slaughter Creek	See 2009 Drainage Basin Study	\$ 341,000	B-C	N/A		N/A	\$ 1,705,000	B-C	\$ 2,046,000	
3			Great Divide @ Little Barton Creek	See 2009 Drainage Basin Study	\$ 250,000	B-C	N/A		N/A	\$ 1,400,000	B-C	\$ 1,650,000	
3			Fall Creek @ trib to Fall Creek	See 2009 Drainage Basin Study	\$ 191,000	B-C		\$ 5,000	B-C	\$ 954,000	B-C	\$ 1,150,000	
3			Pedernales Canyon Trail @ Lick Creek	See 2009 Drainage Basin Study	\$ 118,000	B-C	N/A		N/A	\$ 587,000	B-C	\$ 705,000	
3			Slaughter Cr Dr @ Trib to Slaughter Cr	See 2009 Drainage Basin Study	\$ 171,000	B-C	N/A		N/A	\$ 852,000	B-C	\$ 1,023,000	
3			Tumbleweed Trail @ Trib to Lake Austin	See 2009 Drainage Basin Study	\$ 19,000	B-C	N/A		N/A	\$ 188,000	B-C	\$ 207,000	
1			Crystal Bend Drive @ Harris Branch	See 2009 Drainage Basin Study	\$ 266,000	B-C	N/A	\$ 255,000	B-C	\$ 1,328,000	B-C	\$ 1,849,000	
3			Cottonwood Dr @ Long Hollow	See 2009 Drainage Basin Study	\$ 193,000	B-C	N/A		N/A	\$ 968,000	B-C	\$ 1,161,000	
4			Linden Road @ Maha Creek	See 2009 Drainage Basin Study	\$ 794,000	B-C	N/A	\$ 23,000	B-C	\$ 3,970,000	B-C	\$ 4,787,000	
2			McNeil Rd Drainage Impvnts	Remove Ashton Wds Dr & McNeil Rd from floodplain	\$ 360,000	B-C	N/A	\$ 610,000	D	\$ 1,800,000	B-C	\$ 2,770,000	
1			Gregg Lane @ Wilbarger	See 2009 Drainage Basin Study	\$ 306,000	B-C	N/A		N/A	\$ 1,530,000	B-C	\$ 1,836,000	
3			Lime Creek Rd @ Fisher Hollow	See 2009 Drainage Basin Study	\$ 125,000	B-C	N/A		N/A	\$ 622,000	B-C	\$ 747,000	
3			Nameless Road @ Trib to Big Sandy	See 2009 Drainage Basin Study	\$ 204,000	B-C	N/A		N/A	\$ 1,025,000	B-C	\$ 1,229,000	
3			Bee Creek Road @ Bee Creek	See 2009 Drainage Basin Study	\$ 206,000	B-C	N/A		N/A	\$ 1,031,000	B-C	\$ 1,237,000	



DRAFT 2011 BOND REFERENDUM PROJECT LIST May 5, 2011 SUBJECT TO CHANGE

Pct	Priority	New Proj	Project Name	Scope	Eng Cost	* est level	Acres	R/W Cost	* est level	Const Cost	* est level	Total	Cost Updat
1			Bitting Sch Rd @ unammed Wilb Crk trib	See 2009 Drainage Basin Study	\$ 1,177,000	B-C	N/A		N/A	\$ 5,884,000	B-C	\$ 7,061,000	
4			Tom Sassman Rd @ Maha Crk	See 2009 Drainage Basin Study	\$ 332,000	B-C	N/A	\$ 320,000	B-C	\$ 1,658,000	B-C	\$ 2,310,000	
1			Felder Ln @ Cottonwood Crk	See 2009 Drainage Basin Study	\$ 254,400	B-C	N/A		N/A	\$ 1,017,600	B-C	\$ 1,272,000	
3			Westlake Dr @ unamed Lk Austin Trib	See 2009 Drainage Basin Study	\$ 16,000	B-C	N/A		N/A	\$ 161,000	B-C	\$ 177,000	
3			Nameless Rd at Nameless Hollow	See 2009 Drainage Basin Study	\$ 281,000	B-C	N/A		N/A	\$ 1,402,000	B-C	\$ 1,683,000	
3			Wild Basin St @ unamed Bee Ck trib	See 2009 Drainage Basin Study	\$ 18,000	B-C	N/A		N/A	\$ 179,000	B-C	\$ 197,000	
4			Caldwell Ln @ River Timber Dr	See 2009 Drainage Basin Study	\$ 15,000	B-C	N/A	\$ 2,000	B-C	\$ 77,000	B-C	\$ 94,000	
3			Nameles Rd @ unamed Big Sandy Trib	See 2009 Drainage Basin Study	\$ 89,000	B-C	N/A		N/A	\$ 448,000	B-C	\$ 537,000	
1			Hogeye Road Culvert	Replace functionally obsolete box culvert	\$ 35,000	D	0.5	\$ 25,000	D	\$ 200,000	D	\$ 260,000	
			Sub Total		\$ 6,224,400			\$ 1,280,000		\$ 31,306,600		\$ 38,811,000	
			Drainage Projects (Subdivision)										
4			Swiss Alpine Village	See 2009 Drainage Basin Study	\$ 459,000	B-C	N/A	\$ 5,237,000	N/A	\$ 2,296,000	B-C	\$ 7,992,000	
3			Arroyo Doble/Twin Creeks	See 2009 Drainage Basin Study	\$ 308,000	B-C	N/A	\$ 537,000	N/A	\$ 1,540,000	B-C	\$ 2,385,000	
4			Thoroughbred Farms	See 2009 Drainage Basin Study	\$ 222,000	B-C	N/A		N/A	\$ 1,113,000	B-C	\$ 1,335,000	
3			Southwest Territories subdivision	See 2009 Drainage Basin Study	\$ 239,000	B-C	N/A		N/A	\$ 1,195,000	B-C	\$ 1,434,000	
3			Austin Lake Estates	See 2009 Drainage Basin Study	\$ 537,000	B-C	N/A	\$ 790,000	N/A	\$ 2,686,000	B-C	\$ 4,013,000	
4	C		Timber Creek Allotment	Onion Creek Greenway - TBD				\$ 2,500,000				\$ 2,500,000	
			Sub Total		\$ 1,765,000			\$ 3,827,000		\$ 8,830,000		\$ 19,659,000	
			Pedestrian Projects										
3			FM 1826 Sidewalk	New 1500' sidewalk from Gallant Fox to Seton SW	\$ 30,000	C	0	\$ -	N/A	\$ 200,000	C	\$ 230,000	
all			Sidewalk Safety & ADA Upgrades	Construct New/Reconstruct non-compliant sidewalks	\$ 200,000	N/A	0	\$ -	N/A	\$ 2,000,000	C	\$ 2,200,000	
3			ElRey Road Sidewalk	3700' sidewalk From US290 to Espinola	\$ 75,000	D	1	\$ 25,000	D	\$ 500,000	D	\$ 600,000	
1			Blake-Manor Trail (combine w/4-laning	New 2.5m trail from FM 973 to East Metro Park		C	0		D	\$ 2,100,000	C	\$ 2,100,000	
3	Y		Lost Creek Sidewalk (50% MUD)	Lost Creek Blvd and others	\$ 50,000	D	0		N/A	\$ 450,000	D	\$ 500,000	
1	Y		Hunters Bend Road Sidewalk	1500' from Austins Colony Blvd to Redtails Dr	\$ 46,000	D	0.3	\$ 15,000	D	\$ 232,000	D	\$ 293,000	
3	Y		Quinlan Park Road Sidewalk	From Country Trl Ln to 950' north of Country Trl Ln	\$ 24,000	D	0		N/A	\$ 118,000	D	\$ 142,000	
3	Y		Hiline Road Sidewakk	1300' from West Beach Rd to terminus of Hiline Road	\$ 31,000	D	0		N/A	\$ 155,000	D	\$ 186,000	
			Sub Total		\$ 456,000		1	\$ 40,000		\$ 5,755,000		\$ 6,251,000	
			Bicycle Safety Projects										
3			Fitzhugh Road (13,000')	Add 4' paved shoulders Longbranch Dr to US 290	\$ 275,000	D	6	\$ 260,000	N/A	\$ 3,933,000	D	\$ 4,468,000	Y
3			Nameless Road (33,000')	Add 4' paved shoulders RR1431 to Honeycomb Hwy	\$ 330,000	D	N/A	\$ -	N/A	\$ 6,600,000	D	\$ 6,930,000	
3			Cow Creek Road (34,500')	Add 4' paved shoulders RR 1431 to Montana Springs Rd	\$ 345,000	D	N/A	\$ -	N/A	\$ 6,900,000	D	\$ 7,245,000	
			Sub Total		\$ 950,000			\$ 260,000		\$ 17,433,000		\$ 18,643,000	
			Bridge Safety Projects										
3			Old San Antonio Rd Onion Ck bridge	Construct New Bridge on new location	\$ 160,000	D	6	\$ 300,000	D	\$ 1,730,000	D	\$ 2,190,000	
1			Old Highway 20 Bridge #155	Rehab/Replace Bridge	\$ 200,000	C	4	\$ 200,000	D	\$ 1,100,000	B-C	\$ 1,500,000	



DRAFT 2011 BOND REFERENDUM PROJECT LIST May 5, 2011 SUBJECT TO CHANGE

Pct	Priority	New Proj	Project Name	Scope	Eng Cost	* est level	Acres	R/W Cost	* est level	Const Cost	* est level	Total	Cost Updat
2			Weiss Lane Bridge #229	Rehab/Replace Bridge	\$ 50,000	C	1	\$ 50,000	D	\$ 630,000	B-C	\$ 730,000	
3			Crumley Ranch Road Bridge #314	Rehab/Replace Bridge	\$ 50,000	C	1	\$ 50,000	D	\$ 300,000	B-C	\$ 400,000	
2			Old Greg Ln #217	Rehab/Replace Bridge	\$ 50,000	C	1	\$ 50,000	D	\$ 510,000	B-C	\$ 610,000	
1			Old Highway 20 #153	Rehab/Replace Bridge	\$ 75,000	C	1	\$ 50,000	D	\$ 500,000	B-C	\$ 625,000	
4			Sunflower Dr #440	Rehab/Replace Bridge (not in County maintenance)									
1			Manda Carlson Rd #134	Rehab/Replace Bridge	\$ 50,000	C	1	\$ 50,000	D	\$ 270,000	B-C	\$ 370,000	
1			Lund Carlson #136	Rehab/Replace Bridge	\$ 50,000	C	1	\$ 50,000	D	\$ 280,000	B-C	\$ 380,000	
1			Boyce Lane #109	Rehab/Replace Bridge	\$ 50,000	C	1	\$ 50,000	D	\$ 300,000	B-C	\$ 400,000	
				Sub Total	\$ 735,000		11	\$ 850,000		\$ 5,620,000		\$ 7,205,000	
				Road, Bridge, Drainage Total	\$ 39,041,003			\$ 41,358,200		\$ 421,374,600		\$ 526,796,700	
1			US290E Landfill	Remediation								\$ 300,000	
			Parkland Acquisition										
3	A		Pedernales River Corridor	Purchase Parkland - Acres TBD				\$ 20,000,000				\$ 20,000,000	
1,4	A		Eastern Creek Greenways	Purchase Parkland - Acres TBD				\$ 20,000,000				\$ 20,000,000	
3	A		Bob Wentz Park	Purchase Parkland - Acres TBD				\$ 7,200,000				\$ 7,200,000	
4	C		Timber Creek Allotment	Onion Creek Greenway - TBD				\$ -				\$ -	
				Sub Total	\$ -			\$ 47,200,000		\$ -		\$ 47,200,000	
			Greenway/River Corridor Improvements										
3	A		Pedernales River Corridor	Recreation Facilities, Trails, Infrastructure	\$ 300,000					\$ 2,700,000		\$ 3,000,000	
4	A		Onion Creek Greenway	Recreation Facilities, Trails, Infrastructure, Restoration	\$ 1,220,000					\$ 10,980,000		\$ 12,200,000	
1	A		Gilleland Creek Greenway	Recreation Facilities, Trails, Infrastructure,	\$ 700,000					\$ 6,300,000		\$ 7,000,000	
4	C		Onion Creek Slope Stabilization	Slope Stabilization, pond protection structure	\$ 1,000,000					\$ 12,300,000		\$ 13,300,000	
				Sub Total	\$ 3,220,000					\$ 32,280,000		\$ 35,500,000	
			Lake Travis Park Improvements										
3	A		Arkansas Bend/Dink Pearson	Day-use, Campground, Boat Ramp	\$ 900,000					\$ 7,600,000		\$ 8,500,000	
3	A		Bob Wentz Park	Purchase Parkland - Acres TBD									
3	B		Pace Bend Campground	Post Oak Campground	\$ 500,000					\$ 5,000,000		\$ 5,500,000	
				Sub Total	\$ 1,400,000			\$ -		\$ 12,600,000		\$ 14,000,000	
			Metro Parks Improvements										
2	B		Northeast Metro Park - Phase 4	Entrance Road, Parking, RR, Play Fields, BMX	\$ 620,000					\$ 5,580,000		\$ 6,200,000	
4	B		Southeast Metro Park - Phase 4	Concession Building	\$ 25,000					\$ 225,000		\$ 250,000	
4	C		Southeast Metro Park	Alternate Water Supply for SE Metro Park	\$ 40,000					\$ 360,000		\$ 400,000	
1	C		East Metro Park - Phase 3	Shelters, Restrooms	\$ 65,000					\$ 585,000		\$ 650,000	
1	C		East Metro Park	Alternate Water Supply for East Metro Park	\$ 40,000					\$ 360,000		\$ 400,000	



DRAFT 2011 BOND REFERENDUM PROJECT LIST **May 5, 2011** SUBJECT TO CHANGE

Pct	Priority	New Proj	Project Name	Scope	Eng Cost	* est level	Acre s	R/W Cost	* est level	Const Cost	* est level	Total	Cost Updat
				Sub Total	\$ 790,000					\$ 7,110,000		\$ 7,900,000	
			Infrastructure Re-investment										
4	C		Richard Moya Park	RR Renovation/Replacement; Irrigation System	\$ 55,000					\$ 495,000		\$ 550,000	
1	C		Webberville Park	RR, Replace Maintenance Shed	\$ 75,000					\$ 275,000		\$ 350,000	
				Sub Total	\$ 130,000					\$ 770,000		\$ 900,000	
			Partnerships										
3	A		Conservation Easements	Purchase Easements with DOA and Land Owner				\$ 3,000,000				\$ 3,000,000	
3	A		Nameless School & Cemetery Rd	Purchase ROW, Build Road								\$	
4	A		El Mercado	Onion Creek Greenway Farmers' Market	\$ 60,000					\$ 540,000		\$ 600,000	
4	C		Timber Creek Allotment	Onion Creek Greenway TBD								\$	
				Sub Total	\$ 60,000			\$ 3,000,000		\$ 540,000		\$ 3,600,000	
				Parks Total	\$ 5,600,000			\$ 50,200,000		\$ 53,300,000		\$ 109,100,000	
												GRAND TOTAL	\$ 636,196,700
			* Estimate Level of Accuracy										
			Level A	Based upon 100% complete design (engineer's estimate for bid purposes); +/-10%									
			Level B	Based upon approximately 50% complete design; +/-15%									
			Level C	Based upon comparable project costs, site visits, topo maps, schemattic alignments, typical sections; +/-20%									
			Level D	Based upon cost trends for similar types of projects; +/-25%									
			**Represents County share of anticipated Public-Private or Public-Public projects										
			PRIORITY										
			A = Recommended for FY 11 Bond Referendum (Assume \$120M available for Roads, Bridges, Ped Projects, and Drainage and \$80M for Park Projects)										
			B = Recommended for FY										
			C = Recommended for FY19/20 or beyond Bond Referendum (Assume no financial limitations for the balance of projects not prioritised A or B)										
			New Proj - Projects added after the list was presented to the Commissioners Court in January 2011.										
			Strike Through										

**3-11-2011 Citizen Bond Advisory Committee (CBAC)
2011 Travis County Bond Program Tentative Schedule**

(Meeting Location: Joe C. Thompson Center, UT Campus, Red River Street and Dean Keeton Street)

All CBAC Meetings will begin at 5:30 PM

Tentative Date in 2011	Agenda Item Content or Other Milestone
Tuesday, February 15th	<ul style="list-style-type: none"> • CBAC Applications due at Judge, Precinct Commissioner, or TNR Offices
Tuesday, February 22nd	<ul style="list-style-type: none"> • Commissioners Court Appoints 15-member Citizen Bond Advisory Committee
Tuesday, March 1st	<ul style="list-style-type: none"> • Commissioners Court Voting Session <ul style="list-style-type: none"> • Receive charge from Commissioners Court
Thursday, March 10th	<ul style="list-style-type: none"> • CBAC Kick-off Meeting - TNR Conference Room, 11th Floor <ul style="list-style-type: none"> • Committee and Staff Introductions, Review Charter, By-laws, Timeline • Discuss Roles of Committee, Chairman Duties, Potential Committees • Decide Meeting Schedule, Day and Time
Week of March 14 th	<ul style="list-style-type: none"> • Spring Break
Thursday, March 24th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Elect Chairman • Presentation on Fiscal Policies and Debt Capacity • Presentation by Legal Counsel on Responsibilities • Adopt Operations, Bylaws and Other Procedural Items
Thursday, April 7th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Status and Management of Past and Current Bond Projects • Need for Capital Projects (Transportation, Parks, Drainage)
Thursday, April 21st	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Need for Capital Projects (Continuation from April 7th meeting and Facilities) • Present Preliminary List of Projects • Discuss Project Selection Criteria
Thursday, May 5th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Discuss Project Selection Criteria (continued from April 21st meeting) • Present Project List with Staff Rankings (Candidate Facilities, Transportation, Parks, and Drainage Projects) • Development of Subcommittees
Saturday, May 7 th 9:00 am to 1:00 pm	<ul style="list-style-type: none"> • Tour of Projects
Thursday, May 12 th , May 19 th , May 26 th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Subcommittee Meetings with County Staff (Review And Discuss Potential Projects and Estimated Costs)
Thursday, May 26 th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Subcommittees Present Recommendations • CBAC Discusses Recommendations • CBAC and Staff Development of First Status Report
Thursday, June 2nd	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • CBAC Discuss and Take Appropriate Action on Subcommittee Recommendations • Discuss and Take Appropriate Action on First Status Report to Commissioners Court

The information contained on these pages is considered public information and may be distributed and/or copied. With respect to the information, neither Travis County nor the Transportation and Natural Resources Department nor any employees of either of the foregoing, makes any representation or warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any information contained herein.

3-11-2011 Citizen Bond Advisory Committee (CBAC)
2011 Travis County Bond Program Tentative Schedule
(Meeting Location: Joe C. Thompson Center, UT Campus, Red River Street and Dean Keeton Street)
All CBAC Meetings will begin at 5:30 PM

Tuesday, June 7 th @ 9:30 AM	<ul style="list-style-type: none"> • First Status Report to Commissioners Court - Preliminary Bond List is presented to Commissioners Court • CBAC Requests Court Approval to Hold Public Meetings
Thursday, June 9 th	<ul style="list-style-type: none"> • CBAC Meeting - Discuss Public Meeting Information
Week of June 13 th through June 17 th and June 20 th through June 24 th	<ul style="list-style-type: none"> • 5 Public Outreach Meetings- Geographically Dispersed
Thursday, June 30 th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Report on Public Meetings and Progress To Date • Review and Consider Information About the Proposed Projects During Subcommittee Meetings • Discuss and Take Appropriate Action on Subcommittee Recommendations • Discuss and Identify Public Hearings Dates
Thursday, July 14 th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Finalize Proposed Project List for Commissioners Court • Discuss and Take Appropriate Action on Subcommittee Recommendations and 2nd Report • Discuss and Take Appropriate Action on Public Hearing Schedule
Tuesday, July 19 th at 9:30 AM	<ul style="list-style-type: none"> • Second Status Report to Commissioners Court
Weeks of July 25 th and August 1 st	<ul style="list-style-type: none"> • CBAC Public Hearings (Receive Comments on the Proposed Project List) <ul style="list-style-type: none"> • 5 meetings Geographically Dispersed
Thursday, August 11 th	<ul style="list-style-type: none"> • CBAC Meeting <ul style="list-style-type: none"> • Discuss Comments Received from Public Hearings • Discuss and Take Appropriate Action on Final Report to Commissioners Court
Friday, August 12 th	<ul style="list-style-type: none"> • Deadline: Notify Election Division of intent to contract with County Clerk for election services for November 8th election
Tuesday, August 16 th at 9:30 AM	<ul style="list-style-type: none"> • Commissioners Court Meeting <ul style="list-style-type: none"> • Final Report to Commissioners Court
Tuesday, August 23 rd at 9:30 AM	<ul style="list-style-type: none"> • Commissioners Court Meeting <ul style="list-style-type: none"> • Commissioners Court holds Public Hearing on the Candidate Project List • Commissioners Court approves Final Candidate Project List • Instructs Bound Counsel to prepare Election Order
Wednesday, August 24 th thru 30 th	<ul style="list-style-type: none"> • Corrections or Changes
Tuesday, September 6 th	<ul style="list-style-type: none"> • Deadline: Commissioners Court Issues Notice of Election to State of Texas (60 days before election)
Tuesday, September 6 th	<ul style="list-style-type: none"> • Deadline: Commissioners Court Calls the Election (between 50 & 60 days before election)
Approximately on September 14	<ul style="list-style-type: none"> • Deadline: Commissioners Court Certifies the Ballot with County Clerk (50 days before election)
Approximately on September 21	<ul style="list-style-type: none"> • Deadline: Commissioners Court Issues Notice of Election to County residents (45 days before election)
Tuesday, November 8 th	<ul style="list-style-type: none"> • Bond Election Date

*All meetings are open to the public. Each agenda will have a place for "Citizen Communications and Comment."

The information contained on these pages is considered public information and may be distributed and/or copied. With respect to the information, neither Travis County nor the Transportation and Natural Resources Department nor any employees of either of the foregoing, makes any representation or warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, usefulness, timeliness, or fitness for any particular purpose of any information contained herein.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session

Prepared By: Melissa Velasquez, County Judge's Office, 854-9557

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Sponsors: Judge Biscoe, Commissioner Davis

AGENDA LANGUAGE:

Consider And Take Appropriate Action On The Following Regarding An Application By Benchmark Wastewater Group, LLC To TCEQ To Spread Domestic Septic Waste In The Littig Area South Of Manor:

- A. Request To File Letter In Opposition To The Application; and
- B. Request To File A Letter With TCEQ Requesting A Public Meeting.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

We have received a notice from TCEQ regarding an application filed by Benchmark Wastewater Group, LLC. The applicant is seeking authorization to land apply domestic septage at agronomic rates on approximately 78.34 acres. The site is located approximately 1.5 miles south of U.S. Highway 290, 4.2 miles east of the City of Manor and 8.3 miles west of the City of Elgin in Travis County, in the Littig area.

We have received several inquires about this application and a written request to submit a letter to TCEQ requesting a public meeting on this registration number 710916 prior to May 19, the deadline for such a request.

FISCAL IMPACT AND SOURCE OF FUNDING:

none.

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 1 Office	Ron Davis	Skipped	05/11/2011 11:58 AM
County Judge's Office	Cheryl Aker	Completed	05/11/2011 11:16 AM
Commissioners Court	Cheryl Aker	Pending	

14914 Svenska Road
Coupland, TX 78615
May 3, 2011

RECEIVED
COUNTY JUDGE'S OFFICE
11 MAY -5 PM 4:16

The Honorable Kirk Watson
Texas Senate
P.O. Box 12068, Capital Station
Austin, TX 78711

The Honorable Mark Strama
Texas House of Representatives
P.O. Box 2910, Austin, TX 78768

The Honorable Dawanna Dukes
Texas House of Representatives
P.O. Box 2910, Austin, TX 78768

Re: Application to TCEQ for a beneficial use site registration # 710916 by
Benchmark Wastewater Group, LLC

Dear Senator Watson, Representatives Strama and Dukes:

This letter is a request for your help for the constituents in eastern Travis County. Benchmark Wastewater Group, LLC has applied with TCEQ for a septage registration # 710916 which would allow them to spread domestic septage from septic tanks etc, on 78 plus acres in the Littig area south of Manor.

I do not live in the area but live in northeast Travis County. Several years ago, we fought to prevent this type of operation near my home. The people in this area are members of the Park Springs Neighborhood Association and my friends. I am writing requesting that you help them. First they need a letter from you to TCEQ requesting a public meeting on this registration number 710916 prior to May 19, the deadline for such a request.

I know this is a busy time for you in the legislature taking care of other matters for the citizens of Travis County but I do hope that you will find time to write TECQ. After that we will see what the next step will be.

Thank you in advance for your help and also serving our county in the Texas Legislature.

Sincerely,

Marilyn Samuelson

Marilyn Samuelson

Home Phone: 512-281-4116

Email: svenskatoo@yahoo.com

Encl. Copy of Notice of Receipt of Application---TCEQ

Cc: The Honorable Commissioner Ron Davis
Travis County, Precinct One

✓ The Honorable Judge Sam Biscoe
Travis County

*Judge, could you write a letter also
and is there any ^{county} permits a loop they
need to jump through Thanks*

May 17, 2011

Ms. LaDonna Castanuela,
Chief Clerk (MC-105)
Texas Commission on Environmental Quality
P. O. Box 13087
Austin, Texas 78711-3087

Re: Application for a beneficial use site, Registration no. 710916, Benchmark Wastewater Group, LLC

Ms. Castanuela:

Travis County is in receipt of the April 19, 2011, public notice regarding the proposed registration of a site in Travis County where Benchmark Wastewater Group, LLC proposes to land apply domestic septage. Since receipt of the notice, Members of the Travis County Commissioners Court have received several inquiries from citizens on this proposal.

We, the undersigned respectfully request that the Texas Commission on Environmental Quality convene a public meeting on this matter. We set out the following reasons why there should be a public meeting:

1. There is a strong and significant public interest in this matter from the members of the Park East Neighborhood Association, in whose area this proposed activity would occur.
2. The public notice identifies a contact person from whom further information can be obtained. However, County staff contacted Mr. David McGhee twice by telephone and once by e-mail and has not received requested information that would further elucidate this matter. Additionally, site specific information on the proposal was requested from the landowner, Mr. Robert Kizer. To date, information has not been provided.
3. The application is being processed as a registration and not a permit, thereby eliminating the possibility for a public hearing on the matter for persons affected by this proposal. A public meeting could help the public in their understanding of the proposal and its possible effects or to discuss alternatives to minimize impacts on nearby neighbors.
4. Travis County is interested in understanding how this application can be processed as a registration, given the language of Texas Health and Safety Code Sec. 361.121(b) that "a responsible person may not apply Class B sludge on a land application unit unless the responsible person has obtained a permit ..." It is noted that definition (73) in 30 TAC Sec. 312.8 of TCEQ rules

Application for Registration, No. 710916
May 17, 2011
Page 2 of 2

defines “domestic septage” as one type of “sewage sludge” and Travis County has no information to suggest that the domestic septage is a Class A sewage sludge. Therefore, it appears to us that the proposal requires a permit.

5. The applicant’s agent and the landowner have been notified that the proposed site activity is one that requires a Travis County development permit. However, no application has yet been received. Further, it is unknown whether the proposed site conforms to the siting requirements of Travis County, pursuant to Travis County Code, Chapter 62. A public meeting and discussion of the specific site characteristics and setbacks would help the County and the citizens understand whether the proposal conforms with our local requirements.

Thank you for your assistance and we look forward to a favorable response to this request. If you have any questions, please contact the Environmental Officer for the Commissioners Court, Mr. Jon White, at 854-7212.

Sincerely,

DRAFT

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



RECEIVED
COUNTY JUDGE'S OFFICE
11 APR 21 PM 12:23

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 19, 2011

The Honorable Samuel T. Biscoe
Travis County Judge
314 West 11th Street, Suite 520
Austin, Texas 78701

RE: Application for Beneficial Land Application of Domestic Septage
Applicant: Benchmark Wastewater Group, LLC (Customer No. CN603390394)
Proposed Registration No. 710916
Site: Kizer Property Sludge Application Site (Regulated Entity No. RN106116551)

Dear Judge Biscoe:

Enclosed is a notice of receipt on an application and declaration of administrative completeness for the referenced beneficial use site registration located in Travis County.

In accordance with Chapter 312.13 of the Texas Commission on Environmental Quality Rules, the notice states a copy of the application has been provided to the county judge and is available for review. This notice is mailed to all landowners named on the application map or supplemental map, or the sheet attached to the map(s).

If you should have any questions, please contact Cindy Cavazos, Applications Review and Processing Team, at 512-239-4561.

Sincerely,

A handwritten signature in black ink that reads "LaDonna Castañuela".

LaDonna Castañuela, Chief Clerk
Texas Commission on Environmental Quality

LC:cmc

Enclosures

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RECEIVED
COUNTY JUDGE'S OFFICE
11 APR 21 PM 1:30



NOTICE OF RECEIPT OF AN APPLICATION AND DECLARATION OF ADMINISTRATIVE COMPLETENESS

An application for a beneficial use site registration number 710916 for:

Applicant: Benchmark Wastewater Group, LLC
P.O. Box 1011
Dripping Springs, Texas 78620

was received by the Texas Commission on Environmental Quality (TCEQ) on December 14, 2010, and declared to be administratively complete on April 13, 2010

Type of Operation: Beneficial land application of domestic septage.

Location of Site: The site is located approximately 1.5 miles south of U.S. Highway 290, 4.2 miles east of the City of Manor and 8.3 miles west of the City of Elgin, in Travis County, Texas 78653.

Remarks: The applicant is seeking authorization to land apply domestic septage at agronomic rates on approximately 78.34 acres.

The TCEQ has mailed a copy of the application for registration with this notice to the Travis County Judge for viewing by interested parties. For further information concerning this application, you may contact the authorized person to act for the applicant, Mr. David McGhee, Benchmark Wastewater Group, LLC, at (210) 347-1593. Interested parties have 30 days from the date this notice is issued to review the application and provide written comments to LaDonna Castañuela, Chief Clerk (MC-105), P.O. Box 13087, Austin, Texas 78711-3087 or electronically at www.tceq.state.tx.us/about/comments.html, regarding this proposed land application site. At the end of this notice period, all written comments will be forwarded to the Sludge Team for review and consideration.

The application will now be subject to technical evaluation by the staff of the TCEQ. Persons should be advised that the application is subject to change based on evaluations of the proposed treatment levels, treatment processes and site specific conditions as they relate to the protection of the environment and public health.

After the technical evaluation of this application is complete, the Executive Director will issue a decision to approve or deny this registration. The applicant or a person affected by this decision may file a Motion for Reconsideration with the Chief Clerk's Office pursuant to 30 TAC §312.13(e) and §50.39.

The identification number of this application is Registration Number 710916. Individual members of the public who wish to inquire about the information contained in this notice, or who wish to inquire about other agency permit applications or the permitting processes, should call the TCEQ Office of Public Assistance toll free at (800) 687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

ISSUED: APRIL 19, 2011

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF AN APPLICATION AND DECLARATION OF ADMINISTRATIVE COMPLETENESS

An application for a beneficial use site registration number 710916 for:

Applicant: Benchmark Wastewater Group, LLC
P.O. Box 1011
Dripping Springs, Texas 78620

was received by the Texas Commission on Environmental Quality (TCEQ) on December 14, 2010, and declared to be administratively complete on April 13, 2010

Type of Operation: Beneficial land application of domestic septage.

Location of Site: The site is located approximately 1.5 miles south of U.S. Highway 290, 4.2 miles east of the City of Manor and 8.3 miles west of the City of Elgin, in Travis County, Texas 78653.

Remarks: The applicant is seeking authorization to land apply domestic septage at agronomic rates on approximately 78.34 acres.

The TCEQ has mailed a copy of the application for registration with this notice to the Travis County Judge for viewing by interested parties. For further information concerning this application, you may contact the authorized person to act for the applicant, Mr. David McGhee, Benchmark Wastewater Group, LLC, at (210) 347-1593. Interested parties have 30 days from the date this notice is issued to review the application and provide written comments to LaDonna Castañuela, Chief Clerk (MC-105), P.O. Box 13087, Austin, Texas 78711-3087 or electronically at www.tceq.state.tx.us/about/comments.html, regarding this proposed land application site. At the end of this notice period, all written comments will be forwarded to the Sludge Team for review and consideration.

The application will now be subject to technical evaluation by the staff of the TCEQ. Persons should be advised that the application is subject to change based on evaluations of the proposed treatment levels, treatment processes and site specific conditions as they relate to the protection of the environment and public health.

After the technical evaluation of this application is complete, the Executive Director will issue a decision to approve or deny this registration. The applicant or a person affected by this decision may file a Motion for Reconsideration with the Chief Clerk's Office pursuant to 30 TAC §312.13(e) and §50.39.

The identification number of this application is Registration Number 710916. Individual members of the public who wish to inquire about the information contained in this notice, or who wish to inquire about other agency permit applications or the permitting processes, should call the TCEQ Office of Public Assistance toll free at (800) 687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

ISSUED: APRIL 19, 2011



February 27, 2011

Amanda Pirani
Applications Review and Processing Team
Water Quality Division
Texas Commission on Environmental Quality

Re: Response to the letter dated December 22, 2010 for the Application for Proposed Domestic Septage Sludge Registration No. 710916

To Whom It May Concern:

In response to your letter dated December 22, 2010 I have made the following corrections to the Proposed Domestic Septage Registration application No. 710916.

1. Septage will not be incorporated, it will be applied topically.
2. The stream channel does exist on the north property line and a 200' buffer will be implemented.
3. I am in the process of taking new soil samples this week and should have results from the 0-6" within the next week. I spoke with the lab and they informed me that all parameters were done on a dry weight basis except Phosphorus.
4. I am in the process of taking new soil samples this week and should have results from the within the next week. I will make sure the lab reports on a dry weight basis.
5. This is based on the S.-Crop Table.

Regards,

Dave McGhee
Benchmark Wastewater Group, LLC
210-347-1593
benchmarkwastewater@yahoo.com

Rcvd
4/6/11



February 27, 2011

Cindy Cavazos, Program Specialist
Applications Review and Processing Team
Water Quality Division
Texas Commission on Environmental Quality

**Re: Response to the letter dated December 22, 2010 for the Application for
Proposed Domestic Septage Sludge Registration No. 710916**

To Whom It May Concern:

In response to your letter dated December 22, 2010 I have made the following corrections to the Proposed Domestic Septage Registration application No. 710916.

1. The correct Texas Comptroller's Tax Identification Number for Benchmark Wastewater Group, LLC is 800929474 and the Texas Tax Identification Number is 32034584279.
2. The PO Box number for Benchmark Wastewater Group, LLC should be PO Box 1011 Dripping Springs, TX 78620
3. The number of acres comprising the application area were sludge is applied is 78.34 acres.
4. The site will be located approximately 1.5 miles south of U.S. Highway 290, 4.2 miles east of the City of Manor and 8.3 miles west of the City of Elgin in Travis County, Texas.
5. The latitude and longitude of the proposed application site is Lat: 30°19'42.1057"
Long: -97°29'29.8187"

Regards,

A handwritten signature in black ink, appearing to read 'DM', with a long horizontal flourish extending to the right.

Dave McGhee

Plan-It Septic Design and Services, LLC

210-347-1593

Plan-it@hotmail.com

APPLICATION TO REGISTER A SITE FOR THE BENEFICIAL USE OF DOMESTIC SEPTAGE

SUBMISSION CHECKLIST - SUBMIT THIS WITH THE APPLICATION

INDICATE IF THE FOLLOWING ARE INCLUDED IN THE APPLICATION. ADDITIONAL BLANK SPACES PROVIDED FOR REFERENCING APPLICANT'S ATTACHMENTS TO THE APPLICATION.

ATTACHMENTS	Y	N
LANDOWNER MAP AND LIST - REQUIRED FOR NEW AND MAJOR AMENDMENTS	/	
GENERAL HIGHWAY (COUNTY) MAP	/	
USGS TOPOGRAPHIC MAP WITH SITE PROPERTY BOUNDARIES, APPLICATION AREA AND BUFFER ZONES	/	
USDA NRCS SOILS MAP	/	
FEMA MAP	/	
REQUIRED SIGNATURE PAGES	/	
CORE DATA FORM - REQUIRED FOR NEW APPLICATIONS	/	
APPENDIX A	/	
APPENDIX B	/	

COPY

RECEIVED

DEC 14 2010

**WATER QUALITY DIVISION
Applications Team**

ADMINISTRATIVE REPORT

REGISTRATION NO. 7109116 EXPIRATION DATE: -
 TYPE OF APPLICATION: Domestic Septage

- New (original, site not registered) New (previously registered but allowed to expire or canceled)
- Major Amendment (including renewals with changes to substantive provisions of the registration)
- Renewal
- Renewal with minor amendment (If filing a minor amendment only, a different application form must be used)

If applying for an amendment/modification to a registration, please list the proposed changes.

1. APPLICANT INFORMATION

a. Applicant (Site Operator): Benchmark Wastewater Group, LLC
 Mailing address for use on the registration and registration correspondence.
 Street No. _____ Street Name: _____ Street Type: or _____
 P.O. Box: 1011 City: Dripping Springs State: TX Zip Code: 78626
 Telephone Number: 210-347-1543
 Charter Number issued by the Texas Secretary of State: _____
 Tax Identification Number issued by the State Comptroller: _____

Check one: _____ The TCEQ has issued this Customer Reference Number to the site operator: CN
 _____ The site operator has not yet received a Customer Reference Number. A complete Core Data Form (TCEQ-10400) listing the site operator as the customer and this site as the regulated entity is attached to this application.

b. Individual information (complete only if the applicant or co-permittee is an individual)
 Pursuant to the Texas Water Code 26.027(b), please supply the following information when the applicant is an individual

Full Legal Name: First ROBERT Middle DALE Last Kizer
 Male Female _____ State ID Number: _____ Date of Birth 9/3/45
 Assumed business or professional name _____
 Home address: Street No. 15410 Street name LITZG Rd. Street type _____
 City MANOR State TX Zip code 78653
 Telephone number (512) 426-4843

Check one: _____ The TCEQ has issued this Customer Reference Number to the site operator: CN
 _____ The site operator has not yet received a Customer Reference Number. A complete Core Data Form (TCEQ-10400) listing the site operator as the customer and this site as the regulated entity is attached to this application.

2. CONTACT INFORMATION:

List those persons authorized to act for the applicant during the processing of the registration application
 Name: Dave McGhee Telephone number: 210-347-1543
 Company: Benchmark Wastewater Group, LLC Fax number: 830-885-6561
 Street No. _____ Street Name: _____ Street Type: _____ ; or
 P.O. Box: 1011 City: Dripping Springs State: TX Zip Code: 78626
 Check one or both: Administrative contact Technical contact

Name: _____ Telephone number: _____
Company: _____ Fax number: _____
Street No. _____ Street Name: _____ Street Type: _____ ; or
P.O. Box: _____ City: _____ State: _____ Zip Code: _____ Check one or both:
Administrative contact _____ Technical contact _____

3. NOTICE INFORMATION:

Identify the individual for the public to contact for further information about the registration application; and identify the name and address of county judge in the county where the site is located.

a. Individual responsible for publishing the notices

Name: Dave McGhee Telephone number: 210-347-1543
Company: Benchmark Wastewater Group LLC Fax number: 830-885-6861
Street No. 6206 Street Name: Tanglewood Trail Street Type: _____ ; or
P.O. Box: _____ City: Spring Branch State: TX Zip Code: 78070

b. Information on Contact person listed in the notice

Name: Dave McGhee Telephone number: 210-347-1543
Company: Benchmark Wastewater Group LLC Fax number: 830-885-6861
Street No. 6206 Street Name: Tanglewood Trail Street Type: _____ ; or
P.O. Box: _____ City: Spring Branch State: TX Zip Code: 78070

c. County Information

Provide the name, address, and telephone number of the County Judge in each County where the site is located (attach an additional page if there is more than one county).

Name of County Judge: SAMUEL T. BESCOR Name of County: TRAVIS
Mailing Address: Street No. 314 Street Name: W. 11th Street Type: _____ ; or
P.O. Box: _____ City: AUSTIN State: TX Zip Code: 78701 Phone: 512-854-9555

4. SITE INFORMATION

a. Owner of the beneficial land use area

If the owner of the beneficial land use area is not the same as the applicant, the owner of the land and the applicant must complete the affidavit found on page 7. (Attach an additional sheet if more than one landowner.)

Name: ROBERT D. KIZER Phone: 512-424-4643
Mailing Address: Street No. 15410 Street Name: LITTLE Rd. Street Type: _____ ; or
P.O. Box: _____ City: MANDALAY State: TX Zip Code: 79653

b. Property Boundary: Site Area: 97.265 acres per legal description, includes the application area and buffer zones

c. Application Area: _____ acres, the area where septage may be applied according to the buffer zone restrictions in 30 TAC, Subsection 312.44(c) and (d).

d. Give the physical address of the land application site (depicted on map) and its latitude and longitude: (Describe distance & direction from nearest roads/highways, intersections, and towns.) Example: "Adjacent to south side of Farm-to-Market Road 343, approximately 2 miles west of the intersection of Farm-to-Market Road 343 and 225, approximately 5 miles north of Douglass, Texas." (All roads on the county map should be labeled. Roads without a name or number should be labeled "unnamed".)

SEE ATTACHMENT

Longitude: _____ Degrees _____ Minutes _____ Seconds
Latitude: _____ Degrees _____ Minutes _____ Seconds

e. The septage application site is (check one):

- within the city limits of _____
- within the extraterritorial jurisdiction of MANOR, TX
- outside the extraterritorial jurisdiction of _____

5. Describe the source of the septage i.e., residences, mobile homes, etc.

RESIDENCES

6. Landowners Property Boundary Map and Information:

a. Provide a map or drawing which includes the following information (refer to Page 3 for an example):

- (1) The approximate property boundaries of the site being registered and all contiguous property owned or under the control of the applicant and/or the landowner(s).
- (2) The approximate boundaries of the landowners bordering the perimeter of the property owned or under the control of the applicant.

b. Provide a list of the property owners, giving the name and complete mailing address of each adjacent landowner. If separate from the map, the list must be cross-referenced to the map. At a minimum, include all landowners whose property borders the septage operation site and any contiguous land owned or under the control of the applicants (site operator and/or landowner).

*** c. Provide the source of the landowner's names and mailing addresses. MANOR ISD
TARRANT COUNTY TAX OFFICER
MAWELVE WATER SUPPLY CORP.

(Source: County Tax Office, the local school or water district, an abstract company, etc.)

*** d. Either submit the mailing list on a 3 1/2- inch computer disk using software compatible with WordPerfect, as allowed by 30 TAC 39.5(b), or if more convenient, four sets of printed labels of the list may be provided in lieu of a computer disk. One of these two methods of providing the affected landowners mailing addresses must be used. The application cannot be declared administratively complete until one of the two is received. Names and addresses must be typed in the format indicated below, all upper case and no punctuation. This format is required by the U.S. Postal Service for machine readability.

JOHN SMITH
100 MAIN ST
ANYWHERE TX 70000

7. Maps of the proposed application site are required with the application. Mark the outline of the site boundaries in red. (Note: An exact copy of each map must be attached to each copy of the application)

a. Submit an original **General Highway (County) Map** showing all boundaries of the site area. These can be ordered from the Texas Department of Transportation Map Sales from the following web site: http://www.txdot.gov/travel/county_grid_search.htm

b. Submit an original **United States Geological Survey (USGS) Topographic Map** (1:24,000 scale) showing the items listed below:

- (1) all boundaries of the site
- (2) all residences and occupied structures within 1000 feet of the site (if the site is on the border of the USGS map, the adjoining map is also needed)
- (3) the location of all wells, structures, and public water supply facilities within 500 feet of the application area (including those off-site)
- (4) draw boundaries of the application area within the site boundaries including the labeled buffer zones, to conform with the site restrictions as per 30 TAC, Section 312.44. (Please refer to Item 8 of the instructions.)

(For assistance locating maps for your area, call the Texas Natural Resource Information System at 512/463-8337.)

- c. Submit a legible copy of a **USDA Natural Resources Conservation Service (NRCS) Soil Map** that shows the approximate application area boundaries along with a soil legend and necessary interpretative information. Show on this map the location of each grab sample of the composite soil sample(s) taken for analyses. Contact the nearest NRCS office for map information. The phone number for the State NRCS Headquarters in Temple is (254) 742-9800. If specific county is not mapped, have a soil scientist identify the soils.
- d. Submit a copy of the **Federal Emergency Management Agency (FEMA) Map** that shows the approximate application area boundaries along with the appropriate legend. Several options are available for obtaining these: They can be obtained by requesting a Flood Insurance Study (no charge) from the FEMA Flood Map Distribution Center at (800) 358-9616. The flood insurance study will contain a booklet and the FEMA maps. The maps can also be downloaded from the following web site:
www.esri.com/hazards

8. Please index all attachments cross-referenced to the specific item in this application.

9. If the facility is located in a Major Sole-Source Impairment Zone, then please provide a copy of a nutrient management plan that has been prepared by a certified nutrient management specialist in accordance with the practice standards of the Natural Resources Conservation Service of the United States Department of Agriculture, and if the phosphorous level in the soil is greater than 200 parts per million, you must also submit a detailed Nutrient Utilization Plan.

10. AFFIDAVIT OF OWNER AND APPLICANT

APPLICANT/SITE OPERATOR:

I, Dave McGhee (Name), Site Operator (Title)

understand that I am responsible for operating the site described in the legal description in accordance with the Texas Commission on Environmental Quality(TCEQ) requirements in 30 TAC Chapter 312, the conditions set forth in this application, and any additional conditions as required by the TCEQ. I also certify under penalty of law that all information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine, imprisonment for violations, and revocation of this registration.

Signature: [Signature] Date: 10/21/2010

SUBSCRIBED AND SWORN to before me by the said Dave McGhee on this 21st day of October, 2010. My commission expires on the _____ day of _____, 20____.

Seal Notary Public Carlene Miller CARLENA MILLER Notary Public, State of Texas My Commission Expires December 22, 2010

COMPLETE THE FOLLOWING ONLY IF THE LANDOWNER IS NOT THE SITE OPERATOR

I, ROBERT D. Kizer (Name), SITE OPERATOR (Title)

owner of the land described in the attached legal description, have all rights and covenants to authorize, the applicant for this registration, to use this site for the beneficial reuse of DOMESTIC SEPTAGE (type of waste). I understand that 30 TAC Chapter 312 requires me to make a reasonable effort to see that the applicant complies to the required operating conditions stated in the above paragraph. I also certify under penalty of law that all information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine, imprisonment for violations, and revocation of this registration.

Signature: [Signature] Date: 10/21/2010

SUBSCRIBED AND SWORN to before me by the said ROBERT D. Kizer on this 21st day of OCTOBER, 2010. My commission expires on the _____ day of _____, 20____.

Seal Notary Public Carlene Miller CARLENA MILLER Notary Public, State of Texas My Commission Expires December 22, 2010

REPORTING AND BILLING INFORMATION

a. Please provide a valid mailing address for receiving any annual sludge report correspondence.

Company: Benchmark Wastewater Group LLC Department: _____ Street No. 6208 Street Name: Tanglewood Trail Street Type: _____ ; or P.O. Box: _____ City: Spring Branch State: TX Zip Code: 78070

b. Please provide a valid mailing address for receiving Annual Billing Invoices.

Company: Benchmark Wastewater Group LLC Department: _____ Street No. 6208 Street Name: Tanglewood Trl Street Type: _____ ; or P.O. Box: _____ City: Spring Branch State: TX Zip Code: 78070

DELINQUENT FEE QUESTIONS

a. Do you owe fees to the TCEQ?

Yes No

If yes, please provide the amount past due, the type of fee, and an identifying number.

b. Do you owe any penalties to the TCEQ?

Yes No

If yes, please provide the amount past due, the type of penalty, and an identifying number.

DELINQUENT FEE INSTRUCTIONS

Please note that effective September 1, 2006, the TCEQ will no longer issue, amend, or renew permits, registrations, certifications, or licenses to an entity or person who is delinquent on a penalty or fee owed to the TCEQ. The TCEQ will not declare any application administratively complete that is submitted by a person or entity who is delinquent on a fee or penalty until the fee or penalty is paid, or if on an approved installment plan, that payments under the plan are current. The TCEQ will withhold final action on an application until the fee or penalty is paid and the account is current, if after the application is considered administratively complete, we discover that the owner or entity who submitted the application is delinquent on a fee or penalty.

Please identify whether you owe any fees or penalties to the TCEQ. If fees or penalties are owed, please identify the type of fee or penalty owed, the amount past due, and the TCEQ identifying number. For penalties, please provide the TCEQ docket number. For further information on the Delinquent Fee & Penalty Protocol, see the TCEQ web site at: www.tceq.state.tx.us/delin-protocol

TECHNICAL REPORT

FOR A REGISTRATION FOR BENEFICIAL LAND APPLICATION OF SEPTAGE

1. a. Describe the equipment and methods to be used to **evenly distribute** the septage, and if the septage is to be incorporated into the soil, describe the equipment and methods to be used:

Drive over application area with truck and apply using a spreader bar. Septage will come out of truck go through spreader bar and screen to the application area.

- b. Describe how often septage will be applied to the site and during which times of the year:

Septage will be land applied throughout the year. Cattle will graze and plan to rotate application areas.

2. SITE HISTORY

- a. Has septage been previously applied to this site?

Yes _____ No

- b. Please provide a description of the planned use (as well as historic use if amendment or renewal application) of the application area, including the type of crop(s) grown, crop rotation, tillage practices and previous septage application amounts (gallons) and rates (gallons per acre).

Bermuda grass in warm seasons and Rye grass in cool season.
Grazing will be planned along with 3-4 cuts per year.

3. PATHOGEN AND VECTOR ATTRACTION REDUCTION REQUIREMENTS:

Please check each of the following to ensure that the pathogen reduction and vector attraction options will be met prior to land application of domestic septage.

Reduction of pathogens (as stated in §312.82) by the addition of lime before land application.

Reduction of vector attraction (as stated in §312.83) by raising the pH to greater than 12 for at least 30 minutes.

4. WELL DATA FOR SEPTAGE LAND APPLICATION SITES

Provide the following information for **all types of wells** located on and within 500 feet of the application area including off-site wells of other landowners. By definition (30 TAC Chapter 238) a "well" is any artificial excavation constructed for the purpose of exploring, monitoring or producing substances, elements, chemicals or fluids beneath the surface of the ground. (Potable water wells, irrigation wells, gas wells, oil wells, etc.)

Show well locations and numbers on the USGS map and cross reference to the numbers on the list below.

Type of Well	Action Taken**							
	Producing		Cased*		Plugged		Capped	
	Yes	No	Yes	No	Yes	No	Yes	No
Example (Water Well)								
No Well on site or within 500'								

* Proper casing is a minimum of 10 feet of casing and cement.
(Casing, plugging and capping rules - 30 TAC Section 238.48)

** Action that the site operator assures will be taken on each well before sludge/septage application begins on the site.

Condition of Well Action to be Taken

- If producing and cased ----- no action necessary.
- If producing and not cased ---- case or describe other means of protection.
- If non-producing and cased ----- must plug or cap before septage application.
- If non-producing and not cased - must plug before septage application.

For the site water well history, contact the Texas Water Development Board (512) 936-0837.

For a thorough investigation of other well records, contact the Texas Railroad Commission: Mapping Office (512) 463-6851 or Records Retention Office (512) 463-6882.

5. SOIL DATA

Use USDA Natural Resources Conservation Service (NRCS) soil descriptions to complete this form. Refer to Physical and Chemical Properties Table and Engineering Tables in the appropriate county soil survey.

Map Symbol	Soil Type	Maximum slope	pH	Depth to Bedrock* (Inches)	Depth to Groundwater (Feet)	Permeability (Inch/hour)	* Soil Depth (Inches)
H ₂ B	Houston Black Clay	1-3 percent	7.9-8.4	>60		<0.06	0-104
FhF3	Ferris-Holden Complex	8-20%	7.9-8.4	>60		<0.06	36-50
H ₂ C ₂	Houston Black Clay	3-5%	7.9-8.4	>60		<0.06	0-104

Map Symbol	Soil Type	Maximum slope	pH	Depth to Bedrock* (Inches)	Depth to Groundwater (Feet)	Permeability (Inch/hour)	* Soil Depth (Inches)

* If depth to bedrock is not specified in soil survey, use the maximum depth shown. If soil depth is less than two feet, please provide the rationale for utilizing soils thinner than two feet. The rationale should include site specific investigation results.

Soil Data Table Completed By : Dave McThee

Data Source(s): Travis County Soil Survey Date: June 1974

List Soils with Restrictive Characteristics (refer to the list below): _____

Restrictive Soil Characteristics:

Soils with at least an "occasional flooding" classification in the soil legend may flood between 5 and 50 times in 100 years.

Seasonal groundwater or groundwater table shall be below the treatment zone at least:

- 3 feet for soil with permeability of < 2 in/hr;
- 4 feet for soil with permeability of 2 - 6 in/hr;
- For soil permeabilities of > 6 in/hr, the TCEQ will review each case individually.

APPENDIX A SEPTAGE APPLICATION RATE

STEP 1 - SOIL TEST ANALYSIS AND FERTILIZER RECOMMENDATIONS

Yield Goal(s): 3-4 cuttings plus grazing pH: 8.3
 **Warm Season Intended Crop(s): Bermuda Grass - 460
 **Cool Season Intended Crop(s): + winter Rye - 140
 Total Nutrient Needed by crop for specific yield goal: 600 lbs (Include in Line A)

A. Nutrient needed by crop for specified yield goal** 600 lbs
 B. Nutrient available in soil ** Minus - 30.5
 C. Nutrient amount still needed to meet yield goal, N Equals = 569.5
 ** Please provide the means of determining these values.

[Nutrient available in soil (lbs/Acre) = 2*NO₃-N(ppm)(0-6" soil depth) + 6*NO₃-N(ppm)(6-24" soil depth)]

STEP 2 - CALCULATE ANNUAL APPLICATION RATE BASED ON NITROGEN REQUIREMENTS OF CROP IN GALLONS PER ACRE PER 365 DAY PERIOD

AAR = N (Line C) / 0.0026 = 569.5 / 0.0026 = 219,038 gal/acre/yr

AAR = Annual application rate in gallons per acre per 365 day period.

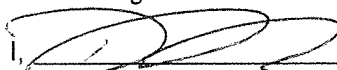
N = Amount of nitrogen in pounds per acre per 365 day period for the crop or vegetation grown on the land.

CERTIFICATION STATEMENT FOR ANALYTICAL DATA

Effective July 1, 2008, all laboratory tests performed must meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification with the following general exemptions:

- a. The laboratory is an in-house laboratory and is:
 - (1) periodically inspected by the TCEQ; or
 - (2) located in another state and is accredited or inspected by that state; or
 - (3) performing work for another company with a unit located in the same site; or
 - (4) performing pro bono work for a governmental agency or charitable organization.
- b. The laboratory is accredited under federal law.
- c. The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- c. The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review 30 TAC Chapter 25 for specific requirements. The following certification statement shall be signed and submitted with every application.

I,  Certify that all laboratory tests submitted with this application meet the requirements of 30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

**APPENDIX B
SOIL TESTING INFORMATION**

Procedures:

- 1) Soil samples shall be taken prior to any application of commercial fertilizer. Do not use a galvanized container as this could give a false reading on zinc. Samples will need to be taken within the same 45 day time-frame each year, or by an approved sampling plan and analyzed within 30 days of procurement. The initial soil sample for application approval may be taken whenever necessary.
- 2) **Attach a map which clearly delineates where the soil samples were taken on the site.** It must match the scale of the soil survey map submitted with the application. The soil analysis data submitted must be clearly cross referenced to the location of the sample(s).
- 3) Composite samples shall be comprised of 10 - 15 random sample cores taken from each of the following soil depth zones: 0-6 inches and 6-24 inches.
- 4) Obtain one composite sample for each soil depth per 80 acres and per uniform soil type (soils with the same characteristics and texture) within the 80 acres, or per approved soil sampling plan.
- 5) Soil samples shall be submitted to a soil testing laboratory along with a previous crop history of the site, intended crop growth and yield goal. Soil reports shall include fertilizer recommendations for the crop yield goal.
- 6) Below are the parameters and soil sample depths to be taken to obtain the background samples. Submit copies of the laboratory reports for all required tests.

Monitoring Requirements

No.	Parameter	0- 6 "	6 -24"	Please be advised that the maximum acceptable soil concentrations of metals are listed below. These rates are based on the maximum cumulative loading rates found in §312.43 Table 2- Cumulative Metal Loading Rate.			
1	Nitrate Nitrogen (NO ₃ -N, mg/kg)	X	X				
2	Ammonium Nitrogen (NH ₄ -N, g/kg)	X	X				
3	Total Kjeldahl Nitrogen (TKN, mg/kg) (1)	X	X				
4	Phosphorus (plant available, mg/kg) (2)	X	X				
5	Potassium (plant available, mg/kg) (2)	X	N/A				
6	Sodium (plant available, mg/kg) (2)	X	N/A				
7	Magnesium (plant available, mg/kg) (2)	X	N/A				
8	Calcium (plant available, mg/kg) (2)	X	N/A				
9	Electrical Conductivity (3)	X	N/A				
10	Soil Water pH (S.U.) (4)	X	X				
				Metal	Soil Conc. Limit (mg/kg soil)		
11.	Total Arsenic (mg/kg) *	X	N/A	Total Arsenic	20.5		
12.	Total Cadmium (mg/kg) *	X	N/A	Total Cadmium	19.5		
13.	Total Chromium (mg/kg) *	X	N/A	Total Chromium	1500		
14.	Total Copper (mg/kg) *	X	N/A	Total Copper	750		
15.	Total Lead (mg/kg) *	X	N/A	Total Lead	150		
16.	Total Mercury (mg/kg) *	X	N/A	Total Mercury	8.5		
17.	Total Molybdenum (mg/kg)*	X	N/A	Total Molybdenum	Monitor		
18.	Total Nickel (mg/kg) *	X	N/A	Total Nickel	210		
19.	Total Selenium (mg/kg) *	X	N/A	Total Selenium	50		
20.	Total Zinc (mg/kg) *	X	N/A	Total Zinc	1,400		

1. Determined by Kjeldahl digestion or an equivalent accepted procedure. Methods that rely on Mercury as a catalyst are not acceptable.
 2. Mehlich III extraction (yields plant-available concentrations) with inductively coupled plasma.
 3. Electrical Conductivity (EC) - determine from extract of 2:1 (volume/volume) water/soil mixture and expressed in ds/m (same as mmho/cm).
 4. Soil pH must be analyzed by the electrometric method in "Test Methods for Evaluating Solid Waste," EPA SW-846, 40 CFR 260.11; method 9045C - determine from extract of 2:1 (volume/volume) water/soil mixture.
- * Analysis for metals in sludge and soil must be performed according to methods outlined in "Test Methods for Evaluating Solid Waste," EPA SW-846; method 3050.

APPENDIX C ON-SITE STORAGE

If on-site storage will occur at the site, this Appendix must be completed in its entirety. On-site storage does not include staging of septage for up to seven (7) days prior to applying it. On-site storage can not exceed the 90-day maximum per 30 TAC §312.50 unless properly authorized for each instance. Construction of the storage area cannot begin until written authorization for this action is received from the TCEQ. The on-site storage area must be shown on the U.S.G.S. topographic map submitted with the application, including the major features of the storage area (berms, tanks, pads, liners, storm water retention, etc.). No treatment of the materials can be authorized under a registration. Provide the following information:

- a. A complete description of operational plans for the temporary storage including all steps to be taken to control odors, vectors and other nuisance conditions.

Tank is enclosed

- b. The location of the temporary storage area(s) must be accurately shown on the U.S.G.S, topographic map submitted with the application, including all main features of the storage area(s). The intent of this requirement is to provide enough detail on the map to ensure adequate measures are taken to protect the environment.

- c. Liner and storage tank certification as per 30 TAC §312.50(a)(4), or 312.50(a)(8).

- d. A full explanation of proposed spill prevention and cleanup methods.

Thick mil plastic will be placed under containment. In the event of a spill, septage will be pumped and land applied

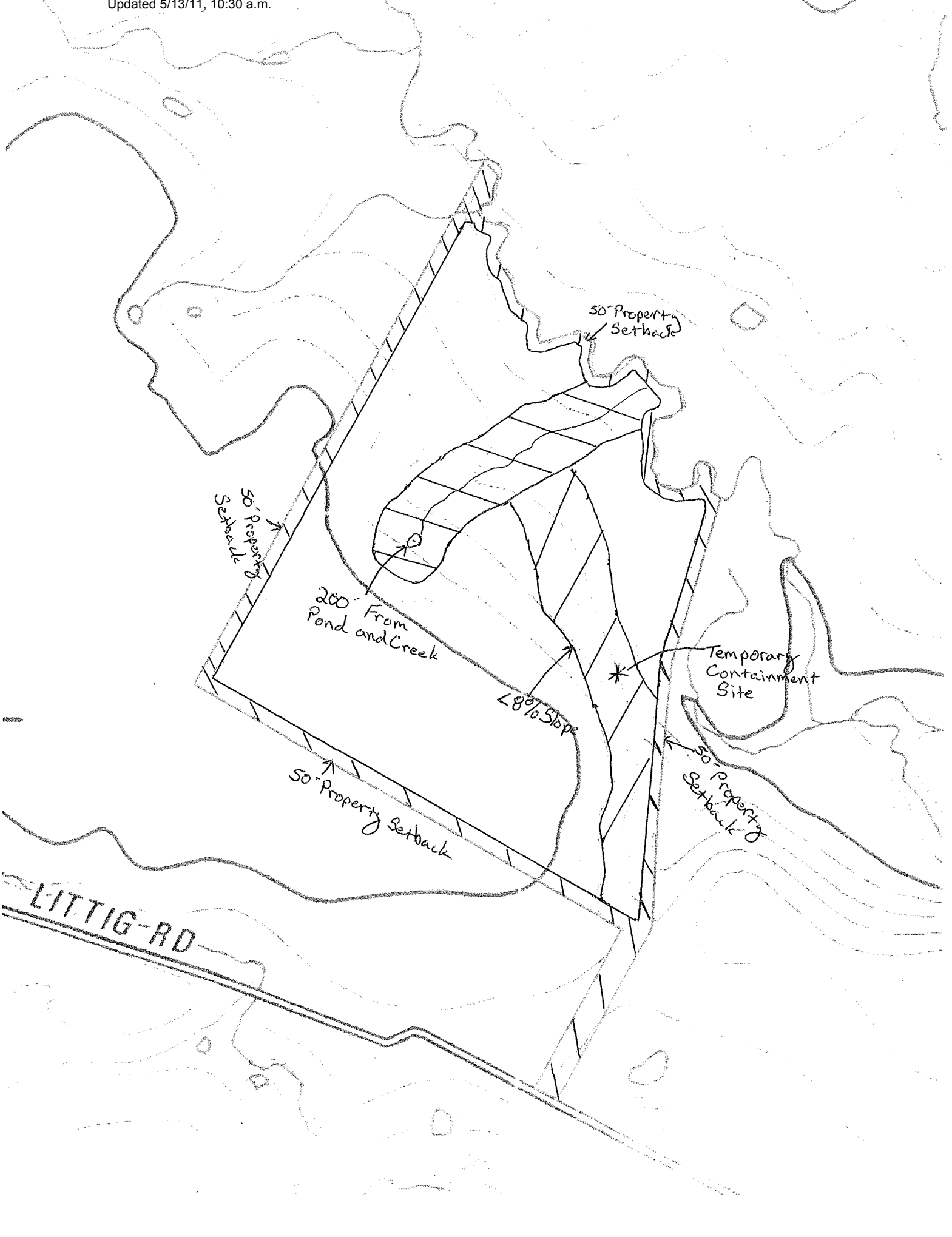
- e. A certification that the berm(s) will hold the required volume(s) without discharging as per 30 TAC §312.50 (a)(7).

- f. A full description of the method for storm water runoff collection and disposal.

18 inch berm will be located around the perimeter of containment area.

- g. Describe methods to be used to ensure no loads of septage remain at the temporary storage site for longer than 90 days, including how exceptions to this restriction will be requested (as provided by 30 TAC §312.50) when needed.

Keep a log of how long septage has been in holding tank, to ensure that the 90 day rule is not exceeded.



50' Property Setback

50' Property Setback

200' From Pond and Creek

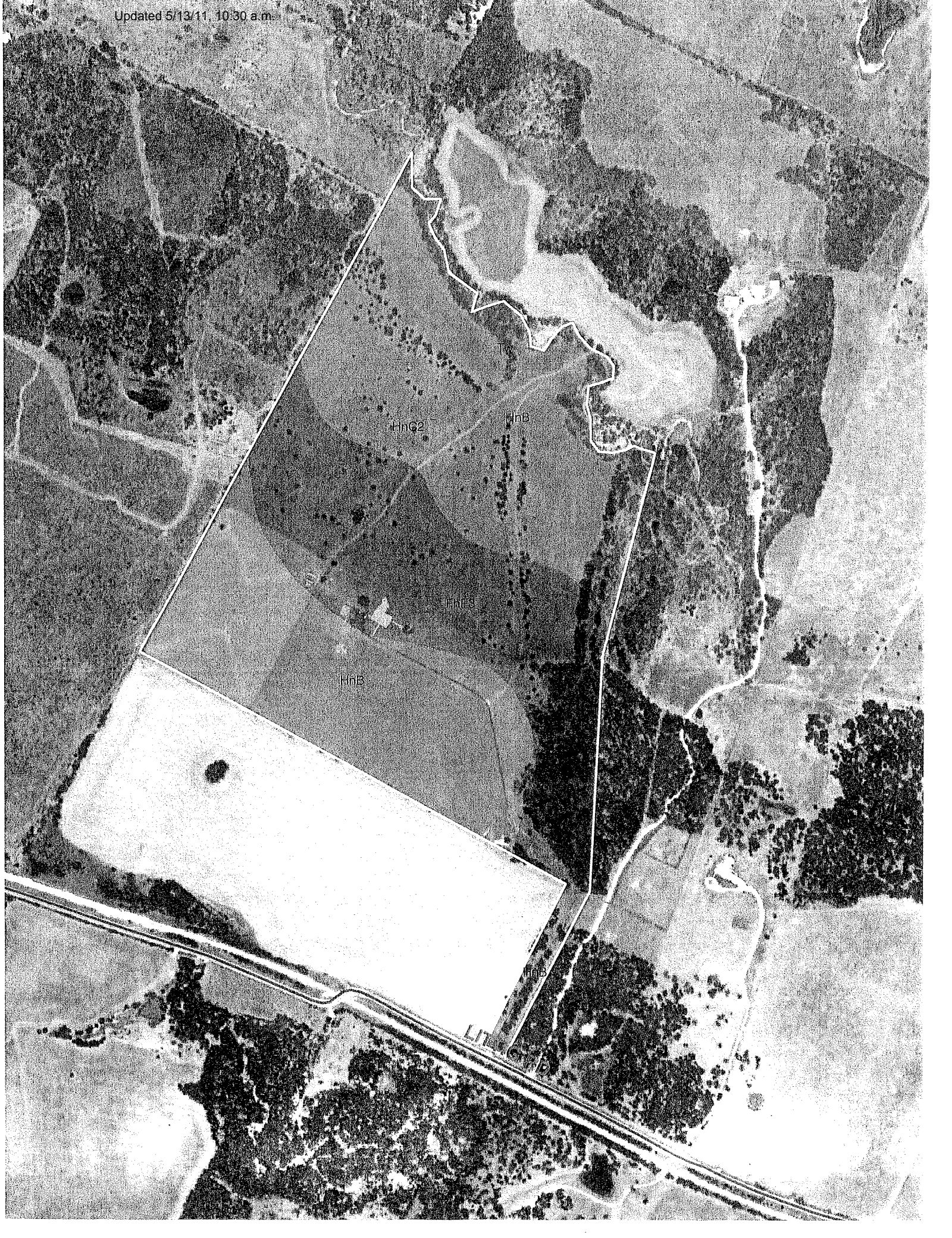
18% Slope

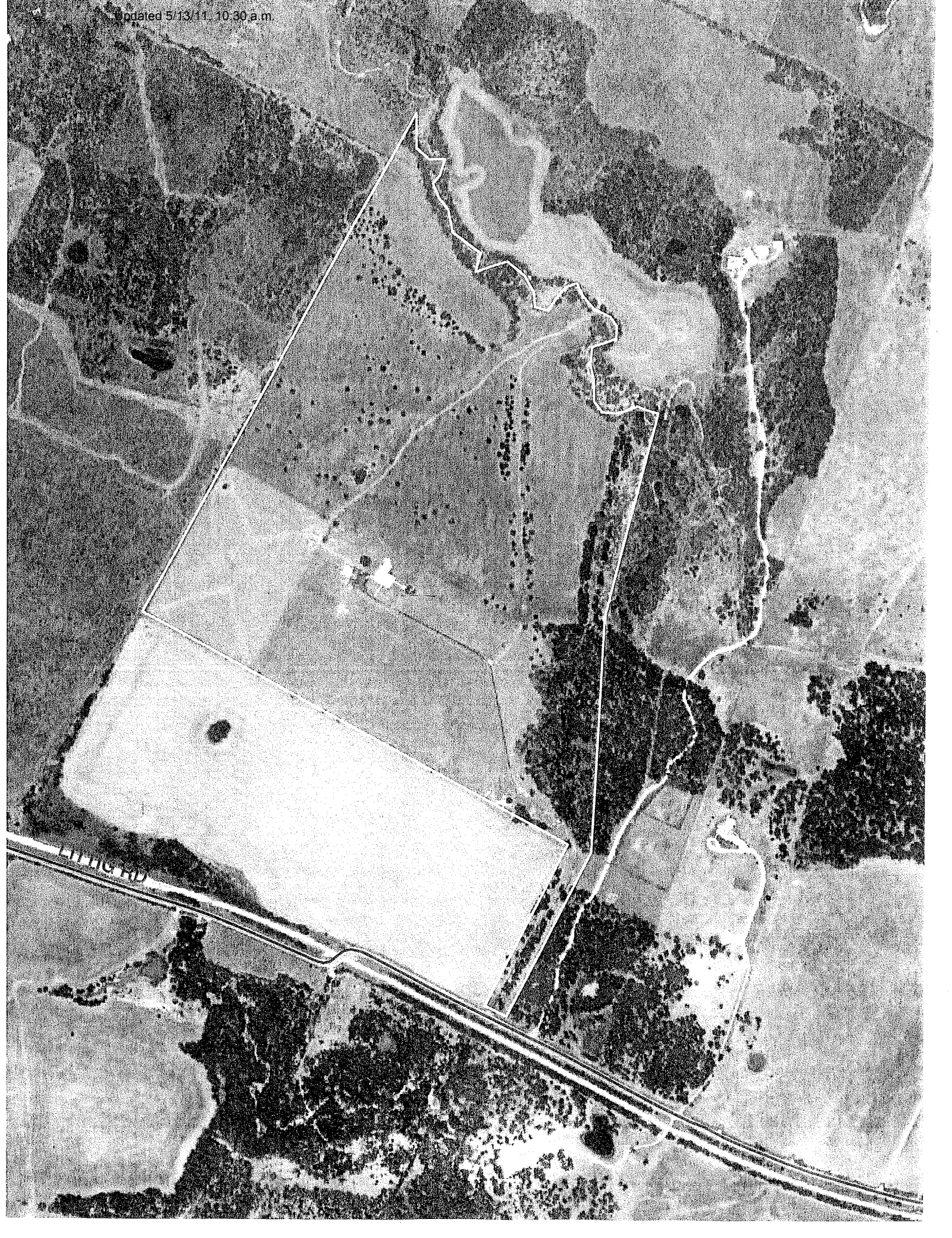
Temporary Containment Site

50' Property Setback

50' Property Setback

LITTIG RD





Soils Inventory Report

JEREMY HASTY

Map Unit Symbol	Acres	Percent
FhF3	38.9	33%
HnB	47.4	40%
HnC2	20.6	17%
Tw	12.2	10%
Total:	119.1	

Map Unit Description (Brief)

Travis County, Texas

[Only those map units that have entries for the selected non-technical description categories are included in this report]

Map Unit: FhF3 - Ferris-Heiden complex, 8 to 20 percent slopes, severely eroded

Description Category: PHG

7B2 - SLOPING HEAVY CLAYEY UPLAND (CALCAREOUS) - Deep and very deep heavy clayey uplands with slopes greater than 5 percent; dense clayey subsoils; reaction is moderately alkaline throughout; medium to high natural fertility; seasonally wet or droughty; very high to high water holding capacity but poor to fair plant-soil-moisture relationship; medium production potential.

Description Category: RNG

Eroded Blackland 28-40" PZ - Deep, sloping, eroded, clay soils. Climax vegetation includes big and little bluestem, indiangrass switchgrass, wildrye, meadow dropseed, texas wintergrass, silver bluestem engelmanndaisy maximilian sunflower gayfeather blacksamson, bundleflower sensitivebrier neptunia prairieclovers, scurfpea, buttonsnakeroot, and groundplum. Sparse woody inhabitants occur.

Map Unit: HnB - Houston Black clay, 1 to 3 percent slopes

Description Category: PHG

7A2 - HEAVY CLAYEY UPLAND (CALCAREOUS) - Deep and very deep heavy clayey uplands with slopes of 0 to 5 percent; dense clayey subsoils; reaction is moderately alkaline throughout; high natural fertility; seasonally wet or droughty; KVery high to high water holding capacity but fair plant-soil-moisture relationship; medium to high production potential.

Description Category: RNG

Blackland 28-40" PZ - Deep, fertile, clay soils. Climax vegetation is little bluestem, big bluestem, indiangrass, and switchgrass; with maximilian sunflower, engelmanndaisy, button snakeroot, bundleflowers, prairieclover, prairieparsley, indianplantain, and gayfeather. Live oak may dot the landscape.

Map Unit: HnC2 - Houston Black clay, 3 to 5 percent slopes, moderately eroded

Description Category: PHG

7A2 - HEAVY CLAYEY UPLAND (CALCAREOUS) - Deep and very deep heavy clayey uplands with slopes of 0 to 5 percent; dense clayey subsoils; reaction is moderately alkaline throughout; high natural fertility; seasonally wet or droughty; KVery high to high water holding capacity but fair plant-soil-moisture relationship; medium to high production potential.

Description Category: RNG

Blackland 28-40" PZ - Deep, fertile, clay soils. Climax vegetation is little bluestem, big bluestem, indiangrass, and switchgrass; with maximilian sunflower, engelmanndaisy, button snakeroot, bundleflowers, prairieclover, prairieparsley, indianplantain, and gayfeather. Live oak may dot the landscape.

Map Unit: Tw - Tinn clay, 0 to 1 percent slopes, frequently flooded

Description Category: PHG

1A - HEAVY CLAYEY BOTTOMLAND - Deep and very deep, somewhat poorly to well drained, heavy bottomlands; may overflow; high natural fertility; seasonally wet or droughty; very high to high water holding capacity but fair plant-soil-moisture relationship; high production potential.

Description Category: RNG

Clayey Bottomland 28-40" PZ - Deep, clay, bottomland soils supporting savannah of oak, elm, hackberry, and ash; with understory of grape, greenbrier, honeysuckle, and hawthorn. Virginia wildrye, switchgrass, eastern gamagrass, and beaked panicum occur with blood ragweed, ironweed, white crownbeard, and spiny aster.

Map Unit Description (Brief)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the selected area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit. A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The "Map Unit Description (Brief)" report gives a brief, general description of the major soils that occur in a map unit. Descriptions of nonsoil (miscellaneous areas) and minor map unit components may or may not be included. This description is written by the local soil scientists responsible for the respective soil survey area data. A more detailed description can be generated by the "Map Unit Description" report.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

May 24, 2010

LEGAL DESCRIPTION: BEING 97.265 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE A. C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 118.76 ACRE TRACT OR PARCEL OF LAND CONVEYED TO ROBERT D. KIZER BY DEED RECORDED IN VOLUME 13080, PAGE 1790 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS; SAID 97.265 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 1997 AND SEPTEMBER, 2005:

BEGINNING at a 1/2" iron pipe found in the north right-of-way (50') line of Littig Road at the southeast corner of that certain 60.56 acre tract or parcel of land conveyed to Ben F. Vaughan, III by deed recorded in Volume 4709, Page 1365 of said deed records, same being in the west line of the said Carter tract, for the southwest corner of the herein described tract;

THENCE along the fenced common dividing line of the said Carter and Vaughan tracts the following three (3) courses:

1. North 28°51'58" East a distance of 917.72 feet to a 1/2" rebar set at the most easterly northeast corner of the said Vaughan tract, for an inside ell corner of the said Carter tract and herein described tract;
2. North 39°27'02" West a distance of 57.93 feet to a 1/2" iron pipe found, for angle point;
3. North 61°08'04" West a distance of 2440.29 feet to a 1/2" iron pipe found at the northwest corner of the said Vaughan tract, same being the in the east line of that certain 251.47 acre tract or parcel of land conveyed to Jim Webb and Monika Webb by deed recorded in Volume 12295, Page 1583 of the said deed records, for an outside ell corner of the said Carter tract and herein described tract;

THENCE along the fenced common dividing line of the said Carter and Webb tracts the following three (3) courses:

1. North 29°05'08" East a distance of 759.55 feet to a 1/2" rebar found for angle point;
2. North 29°17'33" East a distance of 679.20 feet to a 1/2" rebar found for angle point;
3. North 28°47'24" East a distance of 788.11 feet to a 1/2" rebar found for corner;

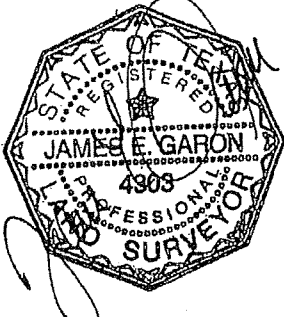
THENCE crossing said 118.76 acre tract the following eight (8) calls:

1. S 67°02'57" E a distance of 125.07 feet;
2. S 05°49'28" E a distance of 217.01 feet;
3. S 39°42'45" E a distance of 184.34 feet;
4. S 58°11'12" E a distance of 990.73 feet;
5. S 44°08'19" E a distance of 142.93 feet;
6. S 03°07'12" W a distance of 625.71 feet;
7. S 13°32'49" E a distance of 354.63 feet;
8. S 85°42'02" E a distance of 35.82 feet to a point f or corner on the east line of said 118.76 acre tract and west line of that certain 142.00 acre tract of land conveyed to Kenneth W. League and Janet A. Kling by deed recorded in Document No. 1999015114 of said deed records;

THENCE along said line, South 4°18'00" West a distance of 1197.88 feet to a 1/2" rebar set for angle point and South 28°51'58" West a distance of 938.79 feet to a 1/2" rebar set in the north line of Littig Road, same being the southeast corner of the herein described tract;

THENCE North 61°42'37" West a distance of 99.99 feet along the north line of Littig Road to the **POINT OF BEGINNING**, containing 97.265 Acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon
Registered Professional Land Surveyor
Server; co\Travis\surveys\AC Caldwell\B64405a

Special Warranty Deed

Date: May 21, 2010

Grantor: Robert D. Kizer, a single man

Grantor's Mailing Address:

Robert D. Kizer
15410 Littig Rd.
Manor, Texas 78653
Travis County

Grantee: Robert D. Kizer

Grantee's Mailing Address:

Robert D. Kizer
15410 Littig Rd.
Manor, Texas 78653
Travis County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and sufficient consideration.

Property (including any improvements):

Being 97.265 Acres of land lying in and being situated out of the A.C. Caldwell Survey No. 52, Abstract 154 in Travis County, Texas, and being a portion of that certain 531.88 Acre tract or Parcel of land conveyed to Manor Ranches, LTD. by Deed Recorded in Volume 12864, Page 1807 of the Travis County, Texas Deed Records more fully described in Exhibit A ("land")

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

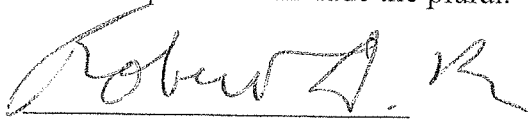
None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The purpose of this Special Warranty Deed is to divide the main property from the property which lies with in the flood plain at the north end of the property

When the context requires, singular nouns and pronouns include the plural.

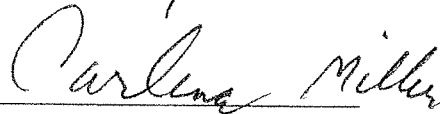


Robert D. Kizer

STATE OF TEXAS

COUNTY OF TRAVIS

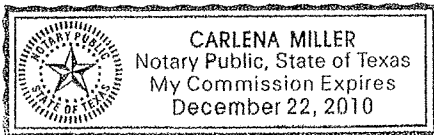
This instrument was acknowledged before me on May 21, 2010, by Robert D. Kizer



Notary Public, State of Texas

My commission expires:

My commission expires:



AFTER RECORDING RETURN TO:

Robert D. Kizer
1213 North IH 35
Austin, Texas 78702
Tel: (512) 457-8100
Fax: (512) 457-8102

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 10, 2010

Mr. Dave Mcghee Jr
BENCHMARK WASTEWATER GROUP LLC
PO Box 1011
Dripping Springs, Tx 78620-1011

Re: **Renewal of Sludge Transportation Registration**
BENCHMARK WASTEWATER
Registration Number: **24031** **CN603390394** **RN105587646**

Dear Mr. Mcghee:

The Section Manager of the Registration and Reporting Section has issued the enclosed registration in accordance with Title 30 of the Texas Administrative Code (30 TAC) Chapter 312 Subchapter G. This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Issuance of this registration is not an acknowledgment regarding compliance of your operation with state and federal rules and regulations. Failure to comply with all rules and regulations may result in enforcement action and/or the revocation of your registration.

Your registration number is required to appear on all tanks and containers used for the collection and transportation of sewage sludge and similar waste. It should also be used on all correspondence regarding your sludge registration.

A copy of your sludge transporter registration, a copy of your application for registration and copies of all amendments to this registration must be available at all times and at all locations where business is being transacted under this registration, including all motorized vehicles operated under this registration.

If you have any questions or comments, please contact the Sludge Transporter Registration Program at (512) 239-3695.

Sincerely,

A handwritten signature in black ink, appearing to read 'V. Schiller'.

Vanessa J. Schiller, Manager
Registration and Reporting Section
Permitting and Registration Support Division

VJS/jm

Enclosures

cc: TCEQ Region 11 Office, Austin

P.O. Box 13987 Austin, Texas 78711-3987 512-239-1000 Internet address: www.tceq.state.tx.us



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER REGISTRATION

Registration Number: 24031

CN603390394

RN105587646

8/10/2010

Ma Z Wiley
For the Commission

Company:	BENCHMARK WASTEWATER GROUP LLC	Last Update:	8/10/2010
		Expiration Date:	<u>8/31/2012</u>
		Status:	ACTIVE
Regulated Entity:	BENCHMARK WASTEWATER	Registered Since:	7/24/2008
Business Type:	PARTNERSHIP		
County:	Hays	Region:	11
Haul waste from TX to another state?:	N	Haul waste from another state to TX?:	N
Physical Address: 6208 TANGLEWOOD TRI. SPRING BRANCH, TX 78070-5245		Contact Information: Contact: MR. DAVE MCGHEE JR Phone: 512-801-8594 Ext: Fax: 512-829-4407 E-Mail: benchmarkwastewater@yahoo.com	
Mailing Address: PO BOX 1011 DRIPPING SPRINGS, TX 78620-1011			

Sticker Numbers issued:
1027

The stickers listed below will expire on 8/31/2012 .

This is your registration which reflects the information submitted on your application to the Register or Renew as a Transporter of Municipal Sludge(s) and Similar Wastes. Requirements for transportation are provided in accordance with 30 TAC Chapter 312. Issuance of this registration is not acknowledgement by the TCEQ that your operation is in full compliance with the rules and regulations of the TCEQ. Changes or additions referred to this notice require written notification to the TCEQ. Please keep a copy of this registration in every vehicle transporting sludge and all locations where business is being transacted under this registration.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SLUDGE TRANSPORTER

Transporter ID: 24031

8/10/2010

Max Wiley
For the Commission

DISPOSAL FACILITY INFORMATION

Disposal Facility Permit ID	Waste Type	Disposal Facility's Name	Disposal Facility's Phone
WQ0010210002	DS	GUADALUPE BLANCO RIVER AUTHORITY	5123986391

WW:	Wastewater Treatment Plant Sludge	GT:	Chemical Toilet Waste	Grit Trap Waste
WT:	Water Treatment Plant Sludge	GT:	Grit Trap Waste	
DS:	Septic Tank Waste	GS:	Grease Trap Waste	



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SLUDGE TRANSPORTER

Transporter ID: 24031

8/10/2010

Max Wiley
For the Commission

VEHICLE INFORMATION

Vehicle License	Year	Make	Date Issued	Capacity
78XGP7	2009	FREIGHTLN	8/10/2010	3600 GAL

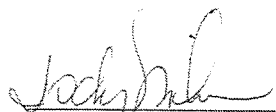
Total Vehicles: 1

*UOM - Units of Measure

Disposal Facility Name Discrepancy: Benchmark Wastewater Group, LLC

Per information gathered at the TCEQ, a discrepancy in the disposal facility information has been identified. Please see the facility listed below. If you have any questions, please contact the IHW/MSW Registration & Reporting Team at 512-239-6413. This is for your information only. No further action is required on the registrant's part.

Information on Application		Information per TCEQ	
Disposal Fac. Permit # on application	Disposal Facility Name on application	Correct Disposal Fac. Permit #	Correct Facility Name
WQ0010210002	GBRA	WQ0010210002	Guadalupe-Blanco River Authority

Signature:  _____
 Date: 8/10/10

AFFIDAVIT OF ROBERT D. KIZER

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Kizer, known to me to be the person whose name is subscribed below, who, being first duly sworn, upon his oath, stated as follows:

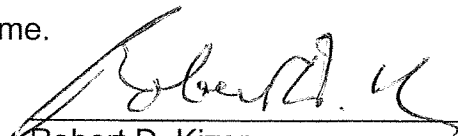
My name is Robert D. Kizer. I am over the age of 18 years, have never been convicted of a crime involving moral turpitude, and am qualified to make this affidavit.

I am the owner of the property located at 15410 Littig Road, Manor, Texas 78653, known by metes and bounds as follows:

Being 97.265 Acres of land lying in and being situated out of the A.C. Caldwell Survey No. 52, Abstract 154 in Travis County, Texas, and being a portion of that certain 531.88 Acre tract or Parcel of land conveyed to Manor Ranches, LTD. by Deed Recorded in Volume 12864, Page 1807 of the Travis County, Texas Deed Records more fully described in Exhibit A ("land")

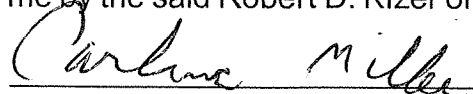
I elect to waive the 750 foot buffer zone around the buildings and occupied residences located on my property for purposes of the beneficial land application of domestic septage.

Further, Affiant sayeth naught at this time.

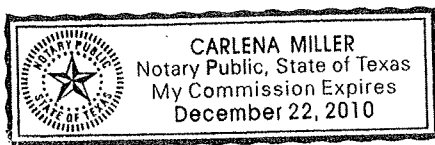


Robert D. Kizer

SUBSCRIBED AND SWORN TO before me by the said Robert D. Kizer on the 21st day of October, 2010.



Notary Public, The State of Texas



Client: Benchmark Waste Water Group
Attn: Dave McGhee
Address: 6208 Tanglewood Trl
 Spring Branch TX 78070
Phone: 210-347-1593 **FAX:** 830-885-6581

Report#/Lab ID#: 519573 **Report Date:** 07/14/10
Project ID: Littig Rd.
Sample Name: 0-6"
Sample Matrix: soil
Date Received: 07/01/2010 **Time:** 10:26
Date Sampled: 06/26/2010 **Time:** 16:30

REPORT OF ANALYSIS

QUALITY ASSURANCE DATA ¹

Parameter	Result	Units	RQL ⁵	Blank	Date	Method ⁶	Data Qual. ⁷	Prec. ²	Recov. ³	CCV ⁴	LCS ⁴
Conductance	130	µS/cm	1	<1	07/05/10	9050A	---	0	-NA-	100.21	-NA-
Metals Dig.-Hg	---	---	---	---	07/02/10	7471 & SM3112B	---	---	---	---	---
Metals Dig.-Total	---	---	---	---	07/02/10	3050B	---	---	---	---	---
pH (@T=21.3°C)	8.3	pH units	---	---	07/02/10	9045D	---	1.3	-NA-	100.86	-NA-
Arsenic/ICP	3.77	mg/Kg	1	<1	07/06/10	6010C & 200.7	---	1.78	103.27	103.48	112.64
Cadmium/ICP	<0.2	mg/Kg	0.2	<0.2	07/06/10	6010C & 200.7	---	0.71	97.42	105.3	103.62
Calcium/ICP	12000	mg/Kg	500	<500	07/09/10	6010C & 200.7	B1,	3.18	96.51	100.38	104.92
Chromium/ICP	24.4	mg/Kg	5	<5	07/09/10	6010C & 200.7	B,B1,S4,	5.65	95.33	99.88	99.92
Copper/ICP	5.8	mg/Kg	1	<1	07/09/10	6010C & 200.7	---	3.57	115.09	101.86	99.96
Lead/ICP	9.54	mg/Kg	1	<1	07/06/10	6010C & 200.7	S3,M,	0.6	74.71	104.4	97.32
Magnesium/ICP	4540	mg/Kg	250	<250	07/09/10	6010C & 200.7	---	1.09	97.01	101.24	99.68
Mercury/CVAA	<0.02	mg/Kg	0.02	<0.02	07/05/10	7471&SM3112B	J,B,S4,	1.89	98.89	104	109
Molybdenum/ICP	<1	mg/Kg	1	<1	07/06/10	6010C & 200.7	J,	1.78	78.54	105.16	107.44
Nickel/ICP	9.96	mg/Kg	1	<1	07/06/10	6010C & 200.7	---	2.63	97.52	104.46	105.84
Potassium/AA	2160	mg/Kg	500	<500	07/14/10	3111B&7610	S3,M,	2.11	Mt.Intf.	94.89	81.06
Selenium/ICP	<1	mg/Kg	1	<1	07/06/10	6010C & 200.7	---	3.51	88.92	104.22	102.12
Sodium/ICP	116	mg/Kg	25	<25	07/09/10	6010C & 200.7	---	5.11	99.79	99.1	98.1
Zinc/ICP	34.2	mg/Kg	0.5	<0.5	07/06/10	6010C & 200.7	S4,	1.4	95.2	105.6	100.88
Ammonia-N	4.1	mg/Kg	0.1	<0.1	07/02/10	350.1	---	1.73	87.42	100.88	111.35
Kjeldahl-N	217	mg/Kg	10	<10	07/08/10	351.2	---	2.07	110.28	106.04	102.35
Nitrate-N/IC	4.69	mg/Kg	0.5	<0.5	07/12/10	300.0 & 9056	H,	1.46	88.94	101.66	93.55

This analytical report is respectfully submitted by AnalySys, Inc. The enclosed results reflect only the sample identified above. The results have been carefully reviewed and to the best of my knowledge, unless otherwise indicated, meet NELAC requirements as described by AnalySys, Inc.'s Quality Assurance/Quality Control Program. © Copyright 2003, AnalySys, Inc., Austin, TX. All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means without the express written consent of AnalySys, Inc.

Respectfully Submitted,

Denny E. Wagoner

D.E.Wagoner, Technical Director (or designee)

1. Quality assurance data for the sample batch which included this sample. 2. Precision (PREC) is the absolute value of the relative percent difference between duplicate results. 3. Recovery (Recov.) is the percent of analyte recovered from a spiked sample. 4. Calibration Verification (CCV) and Laboratory Control Sample (LCS) results are expressed as the percent recovery of analyte. 5. Reporting Quantitation Limits (RQL), typically at or above the Practical Quantitation Limit (PQL) of the analytical method. 6. Method numbers typically denote USEPA procedures. Less than (" $<$ ") values reflect nominal quantitation limits adjusted for any required dilutions. 7. Data Qualifiers are J = analyte detected between the RQL and the MDL. B = Analyte detected in associated method blank(s). C = poor CCV recovery. L = poor LCS recovery. S & S1 = MS and/or MSD recovery exceed advisory limits. S2 = Post digestion spike (PDS) recovery exceeds advisory limit. S3 = MS and/or MSD and PDS recoveries exceed advisory limits. P = Precision higher than advisory limit. M = Matrix interference. N = not NELAC certified. N1 = subcontract result enquire concerning NELAC certification. Solid sample results for all metals, except Mercury, reported on a dry weight basis (DWB)s. All other results for solid samples reported on an as received basis unless specifically identified as DWB.

Client: Benchmark WasteWater Group
Attn: Dave McGhee

Project ID: Littig Rd.
Sample Name: 0-6"

Report#/Lab ID#: 519573
Sample Matrix: soil


REPORT OF ANALYSIS-cont.

QUALITY ASSURANCE DATA ¹

Parameter	Result	Units	RQL ⁵	Blank	Date	Method ⁶	Data Qual. ⁷	Prec. ²	Recov. ³	CCV ⁴	LCS ⁴
Total phosphorus	36.2	mg/Kg	1	<1	07/02/10	SM4500PE	---	0.4	92.53	99.46	107.61

Report #/Lab ID#: 519573 **Matrix:** soil
Client: Benchmark WasteWater Group **Attn:** Dave McGhee
Project ID: Littig Rd.
Sample Name: 0-6"

Unless otherwise identified by data qualifier "N" or by an exception report, all reported results represent parameters and tests for which AnalySys maintains NELAC certification; or results provided by a subcontractor with NELAC certification for the test results provided.



T104704268-08-TX

Sample Temperature/Condition: ≤6°C

The typical sample temperature criteria (except for metals by ICP, GFAA and AA and a very few other tests) is ≤ 6°C. Possible exceptions include samples submitted to laboratory within such a short time after sampling that cooling measures used in the field and during transport had insufficient time to achieve desired temperatures in the samples (see sample collection and sample receipt times) and samples where the temperature could not be measured due to sample submission in a manner precluding temperature measurement without impacting sample integrity (ex. in a bottle with no cooler).

Standard sample acceptability conditions met? YES

Sample received in appropriate container(s), at appropriate temperature and pH.

J flag Discussion:

A J-flag data qualifier indicates that the raw calculated analyte concentration in the sample (uncorrected for background levels/blanks and other potential sources of sampling and analytical contamination), though less than the Reported Quantitation Limit (RQL) is greater than the Detection Limit. Because the reported result is below the quantitation limit for this project/sample (or test procedure), GC/MS organics results may or MAY NOT have been verified as to the presence and relative ratio of target ions (eg. the material causing the J flag "hit" in such situations may be nothing more than background ion-fragment noise.)

Comments pertaining to Data Qualifiers and QC data (where applicable):

Parameter	Qualif	Comment
Calcium/ICP	B1	ICP/ICPMS prep blank (PB) issue. PB>2.2*MDL. Sample result > 10*PB. Minimal impact on data.
Chromium/ICP	S4	Post digestion spike (PDS) issue. PDS recovery outside recovery acceptance range. MS and MSD recovery acceptable.
Chromium/ICP	B1	ICP/ICPMS prep blank (PB) issue. PB>2.2*MDL. Sample result may be impacted.
Chromium/ICP	B	ICP calib. blank (CCB) issue. CCB>IDL. Sample result > 10*CCB. Minimal impact on data.
Lead/ICP	S2,M	Spike (MS,MSD,PDS) recovery issue. MS &/or MSD & PDS recovery outside acceptance range. LCS recovery OK. Probable matrix interference.
Mercury/CVAA	S4	Post digestion spike (PDS) issue. PDS recovery outside recovery acceptance range. MS and MSD recovery acceptable.
Mercury/CVAA	B	Calib. blank (CCB) issue. CCB>RQL or MDL. Sample result may be impacted.
Mercury/CVAA	J	See J-flag discussion above.
Molybdenum/ICP	J	See J-flag discussion above.
Potassium/AA	S2,M	Spike (MS,MSD,PDS) recovery issue. MS &/or MSD & PDS recovery outside acceptance range. LCS recovery OK. Probable matrix interference.
Zinc/ICP	S4	Post digestion spike (PDS) issue. PDS recovery outside recovery acceptance range. MS and MSD recovery acceptable.
Nitrate-N/IC	H	Hold time for this parameter exceeded at time of sample receipt.



Client: Benchmark WasteWater Group
Attn: Dave McGhee
Address: 6208 Tanglewood Trl
 Spring Branch TX 78070
Phone: 210-347-1593 **FAX:** 830-885-6581

Report#/Lab ID#: 519574 **Report Date:** 07/14/10
Project ID: Littig Rd.
Sample Name: 6-24"
Sample Matrix: soil
Date Received: 07/01/2010 **Time:** 10:26
Date Sampled: 06/26/2010 **Time:** 16:30

REPORT OF ANALYSIS**QUALITY ASSURANCE DATA ¹**

Parameter	Result	Units	RQL ⁵	Blank	Date	Method ⁶	Data Qual. ⁷	Prec. ²	Recov. ³	CCV ⁴	LCS ⁴
pH (@T=22.5°C)	8.3	pH units	---	---	07/02/10	9045D	---	1.3	-NA-	100.86	-NA-
Ammonia-N	1.69	mg/Kg	0.1	<0.1	07/02/10	350.1	---	1.73	87.42	100.88	111.35
Kjeldahl-N	137	mg/Kg	10	<10	07/08/10	351.2	---	2.07	110.28	106.04	102.35
Nitrate-N/IC	3.52	mg/Kg	0.5	<0.5	07/12/10	300.0 & 9056	---	1.46	88.94	101.66	93.55
Total phosphorus	52	mg/Kg	1	<1	07/02/10	SM4500PE	---	0.4	92.53	99.46	107.61

This analytical report is respectfully submitted by AnalySys, Inc. The enclosed results reflect only the sample identified above. The results have been carefully reviewed and to the best of my knowledge, unless otherwise indicated, meet NELAC requirements as described by AnalySys, Inc.'s Quality Assurance/Quality Control Program. © Copyright 2003, AnalySys, Inc., Austin, TX. All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means without the express written consent of AnalySys, Inc.


Respectfully Submitted,

D.E. Wagoner, Technical Director (or designee)

1. Quality assurance data for the sample batch which included this sample. 2. Precision (PREC) is the absolute value of the relative percent difference between duplicate results. 3. Recovery (Recov.) is the percent of analyte recovered from a spiked sample. 4. Calibration Verification (CCV) and Laboratory Control Sample (LCS) results are expressed as the percent recovery of analyte. 5. Reporting Quantitation Limits (RQL), typically at or above the Practical Quantitation Limit (PQL) of the analytical method. 6. Method numbers typically denote USEPA procedures. Less than ("<") values reflect nominal quantitation limits adjusted for any required dilutions. 7. Data Qualifiers are J = analyte detected between the RQL and the MDL. B = Analyte detected in associated method blank(s). C=poor CCV recovery. L=poor LCS recovery. S & S1 =MS and/or MSD recovery exceed advisory limits. S2 =Post digestion spike (PDS) recovery exceeds advisory limit. S3 =MS and/or MSD and PDS recoveries exceed advisory limits. P =Precision higher than advisory limit. M =Matrix interference. N=not NELACcertified. N1=subcontract result enquire concerning NELAC certification. Solid sample results for all metals, except Mercury, reported on a dry weight basis (DWB)s. All other results for solid samples reported on an as received basis unless specifically identified as DWB.

Report #/Lab ID#: 519574 **Matrix:** soil
Client: Benchmark WasteWater Group **Attn:** Dave McGhee
Project ID: Littig Rd.
Sample Name: 6-24"

Unless otherwise identified by data qualifier "N" or by an exception report, all reported results represent parameters and tests for which AnalySys maintains NELAC certification; or results provided by a subcontractor with NELAC certification for the test results provided.



T104704268-08-TX

Sample Temperature/Condition: ≤6°C

The typical sample temperature criteria (except for metals by ICP, GFAA and AA and a very few other tests) is ≤ 6°C. Possible exceptions include samples submitted to laboratory within such a short time after sampling that cooling measures used in the field and during transport had insufficient time to achieve desired temperatures in the samples (see sample collection and sample receipt times) and samples where the temperature could not be measured due to sample submission in a manner precluding temperature measurement without impacting sample integrity (ex. in a bottle with no cooler).

Standard sample acceptability conditions met? YES

Sample received in appropriate container(s), at appropriate temperature and pH.

J flag Discussion:

A J-flag data qualifier indicates that the raw calculated analyte concentration in the sample (uncorrected for background levels/blanks and other potential sources of sampling and analytical contamination), though less than the Reported Quantitation Limit (RQL) is greater than the Detection Limit. Because the reported result is below the quantitation limit for this project/sample (or test procedure), GC/MS organics results may or MAY NOT have been verified as to the presence and relative ratio of target ions (eg. the material causing the J flag "hit" in such situations may be nothing more than background ion-fragment noise.)

Comments pertaining to Data Qualifiers and QC data (where applicable):






































Parameter	Qualif	Comment

Water Features

Travis County, Texas

Map symbol and soil name	Hydrologic group	Surface runoff	Month	Water table		Ponding			Flooding	
				Upper limit	Lower limit	Surface depth	Duration	Frequency	Duration	Frequency
				<i>Ft</i>	<i>Ft</i>	<i>Ft</i>				
FhF3:										
Ferris, severely eroded	D	---	Jan-Dec			---	---	None	---	None
Heiden, severely eroded	D	---	Jan-Dec			---	---	None	---	None
Unnamed, minor components	---	---	Jan-Dec			---	---	None	---	None
HnB:										
Houston Black	D	---	Jan-Dec			---	---	None	---	None
Unnamed, minor components	---	---	Jan-Dec			---	---	None	---	None
HnC2:										
Houston Black, eroded	D	---	Jan-Dec			---	---	None	---	None
Unnamed, minor components	---	---	Jan-Dec			---	---	None	---	None
Tw:										
Tinn	D	---	February	---	---	---	---	None	Brief	Frequent
			March	---	---	---	---	None	Brief	Frequent
			April	---	---	---	---	None	Brief	Frequent
			May	---	---	---	---	None	Brief	Frequent
Unnamed, hydric minor components	---	---	Jan-Dec			---	---	None	---	None

MAP LEGEND

Area of Interest (AOI)		Very Stony Spot	
	Area of Interest (AOI)		Wet Spot
Soils			Other
	Soil Map Units	Special Line Features	
Special Point Features			Gully
	Blowout		Short Steep Slope
	Borrow Pit		Other
	Clay Spot	Political Features	
	Closed Depression		Cities
	Gravel Pit	Water Features	
	Gravelly Spot		Oceans
	Landfill		Streams and Canals
	Lava Flow	Transportation	
	Marsh or swamp		Rails
	Mine or Quarry		Interstate Highways
	Miscellaneous Water		US Routes
	Perennial Water		Major Roads
	Rock Outcrop		Local Roads
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

MAP INFORMATION

Map Scale: 1:7,730 if printed on A size (8.5" x 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: UTM Zone 14N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Travis County, Texas
Survey Area Data: Version 12, Oct 26, 2009

Date(s) aerial images were photographed: 1995

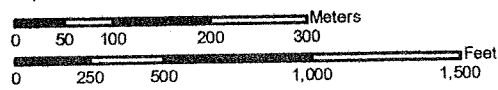
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

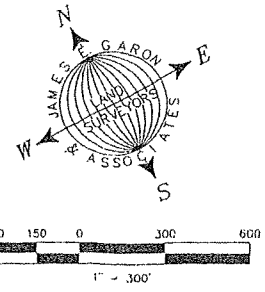
Map Unit Legend

Travis County, Texas (TX453)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FhF3	Ferris-Heiden complex, 8 to 20 percent slopes, severely eroded	38.5	29.7%
HnB	Houston Black clay, 1 to 3 percent slopes	50.9	39.4%
HnC2	Houston Black clay, 3 to 5 percent slopes, moderately eroded	21.4	16.6%
Tw	Tinn clay, 0 to 1 percent slopes, frequently flooded	18.6	14.4%
Totals for Area of Interest		129.4	100.0%



Map Scale: 1:7,730 if printed on A size (8.5" x 11") sheet.





L11	S 67°02'57" E	125.07'
L12	S 05°49'28" E	217.01'
L13	S 39°42'45" E	184.34'
L14	S 58°11'12" E	990.73'
L15	S 44°08'19" E	142.83'
L16	S 03°07'12" W	625.71'
L17	S 13°32'48" E	354.63'
L18	S 85°42'02" E	35.82'

JM HEBB & MONIKA HEBB
VOL. 12285, PG. 1583
(251.47 ACRES)

TANGENT	BEARING	LENGTH
T1	S60°20'27"E	88.01'
T2	S20°09'09"W	169.95'
T3	S42°56'13"W	69.11'
T4	S55°20'31"E	155.93'
T5	S24°26'39"W	121.63'
T6	S27°28'04"E	164.58'
T7	S32°35'12"E	208.07'
T8	S25°10'07"E	108.90'
T9	N71°14'51"E	168.42'
T10	S54°55'03"E	91.65'
T11	S07°20'52"E	162.82'
T12	S84°03'13"E	95.65'
T13	N48°45'58"E	163.52'
T14	S31°50'06"E	126.11'
T15	S63°42'23"E	132.42'
T16	S21°01'26"E	104.17'
T17	S71°24'54"W	161.46'
T18	S03°33'57"E	209.32'
T19	S29°45'10"E	94.48'
T20	S85°45'30"E	137.61'
T21	N14°46'42"E	130.10'
T22	S68°28'07"E	45.24'
T23	S04°07'39"E	129.05'
T24	S49°16'43"E	84.18'
T25	N61°42'37"W	99.99'

97.265 AC.
ROBERT D. KIZER
VOL. 13080, PG. 1790

KENNETH W. LEAGUE & JANET A. KLING
DCC #1999615114
(142.00 ACRES)

BEN F. VAUGHAN, III
VOL. 4709, PG. 1355
(60.56 ACRES)

NOTE: THIS TRACT IS SUBJECT TO A WATERLINE EASEMENT IN VOL. 12054, PG. 536 DESCRIBED AS 15' IN WIDTH AND CENTERED ALONG THE PIPELINE AS INSTALLED, (LOCATION UNKNOWN), AND IS NOT SUBJECT TO A BOUNDARY LINE AGREEMENT IN VOL. 1444, PG. 156 AND A DRAINAGE EASEMENT IN VOL. 10741, PG. 684 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

- LEGEND**
- 1/2" REBAR FOUND
 - 1/2" REBAR SET
 - ⊙ 1/2" PIPE FOUND (UNLESS NOTED)
 - △ 600 HAL FOUND
 - ▲ 600 HAL SET
 - ⊕ TREE (SIZE & TYPE NOTED)
 - ⊗ FENCE POST FOUND
 - ⊘ WOOD FENCE
 - ⊙ MIRE FENCE
 - ⊙ CHAIN LINK FENCE
 - P.U.E PUBLIC UTILITY LSMT.
 - D.E. DRAINAGE ESENT.
 - B.L. BUILDING LINC
 - ⊕ POWER POLE
 - ⊙ OVERHEAD ELCC. LINC
 - ⊙ DOWN GUY
 - (BAG-MS1) RECORD CALL

TO THE OWNERS, LIENHOLDERS AND _____:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT PORTIONS OF THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, PANEL NO. 48453C 0505 H EFFECTIVE SEPTEMBER 28, 2008.

REGISTERED PROFESSIONAL LAND SURVEYOR _____ DATE _____

**SURVEY MAP
OF
97.265 ACRES
OUT OF THE
A. C. CALDWELL SURVEY NO. 52
ABSTRACT 154
TRAVIS COUNTY, TEXAS**

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS

924 MAIN STREET
BASTROP, TEXAS 78602
(512) 303-4185
(512) 321-2107 FAX



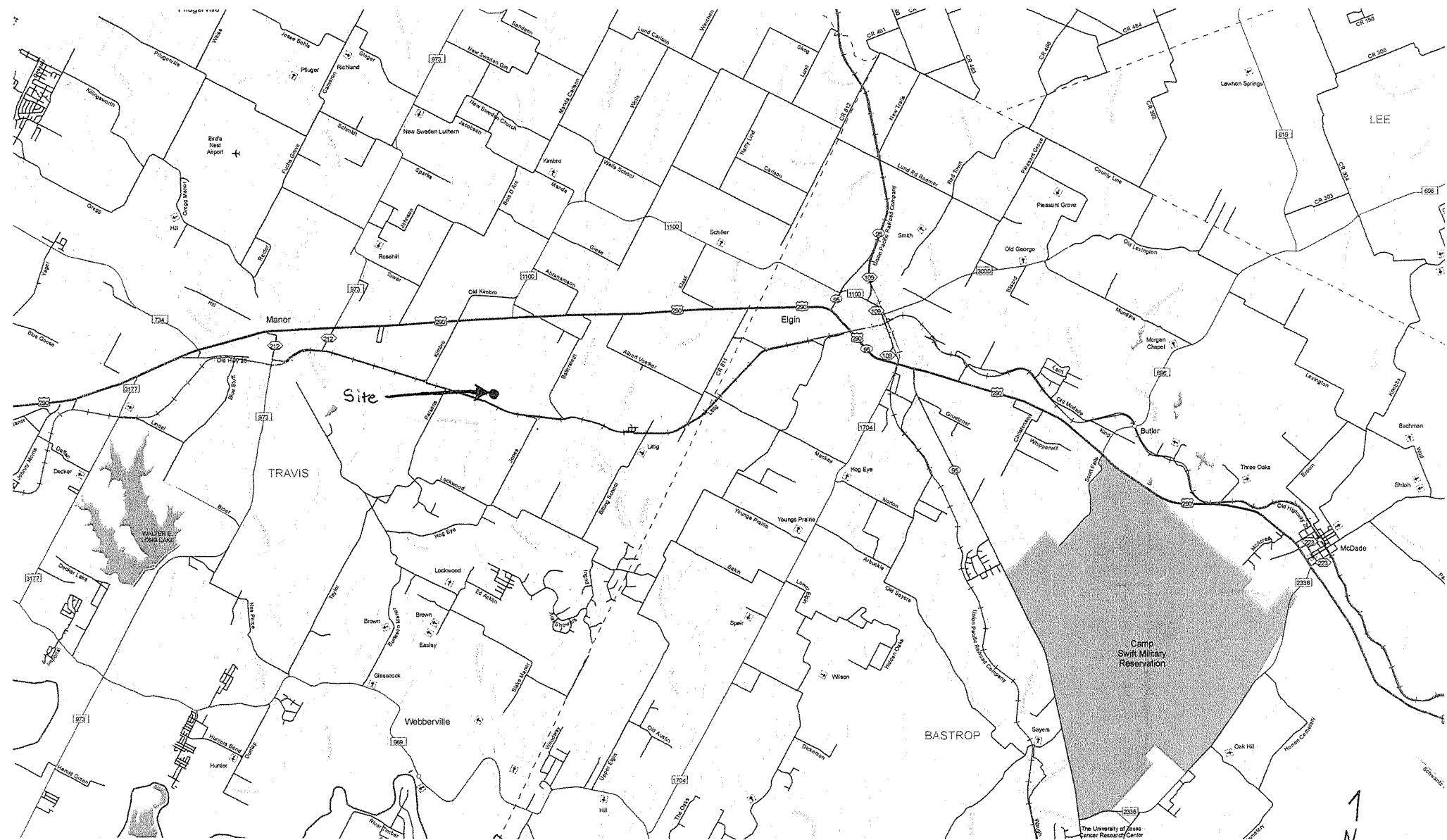


TABLE 3.--ESTIMATED SOIL PROPERTIES

Soil series and map symbols	Hydro-logic group	Depth to bedrock	Depth from surface	Classification		
				USDA texture	Unified	AASHO
*Dougherty: DoA, DuA----- For Urban land part of DuA, see Urban land.	A	>60	0-24 24-60	Loamy sand----- Sandy clay loam----	SM SC, CL	A-2-4, A-4 A-6, A-4
*Eddy: EdB, EdC, EuC----- For Urban land part of EuC, see Urban land.	C	6-15	0-4 4-14 14-20	Gravelly loam----- Gravelly loam----- Weakly cemented chalk.	CL GC	A-6 A-2-6
*Ferris: FhF3----- For Heiden part of FhF3, see Heiden series.	D	>60	0-36 36-50	Clay----- Silty clay-----	CH CH	A-7-6 A-7-6
Frio: Fo, Fr, Fs-----	B	>60	0-50 50-60	Silty clay loam----- Silty clay loam-----	CL CL	A-7-6 A-7-6 or A-6
*Hardeman: HaC, HaE, HdE--- For Urban land part of HdE, see Urban land.	B	>60	0-38 38-60	Fine sandy loam----- Silt loam-----	SM or SC SM-SC	A-2-4, A-4 A-4 or A-2-4
Heiden: HeB, HeC2, HeD2-----	D	>60	0-50 50-60	Clay----- Silty clay-----	CH CH	A-7-6 A-7-6
HgF2-----	D	>60	0-48	Gravelly clay-----	GC, CH	A-2-7 or A-7-6
Heiden clay, neutral sub-soil variant: HfB, HfC.	D	>60	0-60	Clay-----	CH	A-7
Hornsby: HhC-----	C	>60	0-18 18-70 70-82	Gravelly loamy sand----- Gravelly sandy clay loam. Gravelly clay-----	SM SC SC	A-1-b A-7-6 A-2-7
Hornsby gravelly soils, clayey variant: H1C.	D	>60	0-14 14-44 44-50	Gravelly loam----- Gravelly clay----- Gravelly silty clay-----	GC, SC SC, GC CL, CH	A-1, A-2 A-1, A-2, A-7-6 A-6, A-7-6
Houston Black: HnA, HnB, HnC2, HoD2, HsD. For Urban land part of HsD, see Urban land.	D	>60	0-104	Clay-----	CH	A-7
*Lewisville: LcA, LcB, LeB- For Urban land part of LeB, see Urban land.	C	>60	0-29 29-72	Silty clay----- Silt loam-----	CH CL or ML	A-7-6 A-6, A-4

SIGNIFICANT IN ENGINEERING--Continued

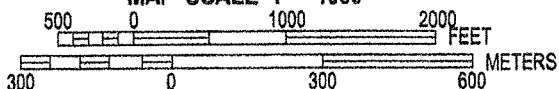
Percentage passing sieve--				Permeability	Available water capacity	Reaction	Shrink-swell potential
No. 4 (4.75 mm.)	No. 10 (2.0 mm.)	No. 40 (0.425 mm.)	No. 200 (0.075 mm.)				
100 90-100	98-100 98-100	80-93 90-100	15-40 40-55	6.30-20.0 0.63-2.00	0.08-0.09 0.12-0.16	6.1-6.5 6.1-6.5	Low. Low.
95-100 20-30	90-95 20-30	85-90 20-25	65-70 15-20	0.20-0.63 0.20-0.63	0.10-0.13 0.10-0.13	7.9-8.4 7.9-8.4	Low. Low.
98-100 98-100	98-100 98-100	95-98 95-98	85-95 90-95	<0.06 <0.06	0.15-0.20 0.15-0.20	7.9-8.4 7.9-8.4	High. High.
100 100	98-100 98-100	97-100 97-100	75-90 75-90	0.20-0.63 0.20-0.63	0.17-0.20 0.15-0.18	7.9-8.4 7.9-8.4	Moderate. Moderate.
100 95-100	98-100 90-95	90-95 70-75	28-45 35-45	2.00-6.30 2.00-6.30	0.11-0.13 0.11-0.13	7.4-8.4 7.4-8.4	Low. Low.
100 98-100	98-100 95-100	95-97 90-95	90-95 85-90	<0.06 <0.06	0.15-0.20 0.15-0.20	7.4-8.4 7.9-8.4	High. High.
10-78	34-73	30-67	25-65	<0.06	0.14-0.16	7.4-7.8	High.
100	98-100	95-97	90-95	<0.06	0.15-0.20	7.4-7.8	High.
70-75 90-95	50-80 45-65	20-30 40-60	10-20 37-42	0.20-0.63 0.20-0.63	0.08-0.11 0.14-0.16	5.6-6.5 5.1-6.0	Low. Low.
95-90	45-65	20-30	15-20	0.20-0.63	0.12-0.13	6.1-8.4	Moderate.
25-65 25-70	20-60 20-65	15-40 15-60	12-20 12-50	0.63-2.00 0.06-0.20	0.03-0.07 0.07-0.11	5.6-7.8 5.6-7.8	Low. Moderate.
75-95	70-90	65-85	60-80	0.06-0.20	0.12-0.16	7.9-8.4	Moderate.
95-100	95-100	90-100	87-98	<0.06	0.15-0.20	7.9-8.4	High.
90-100 90-100	90-100 90-100	90-100 90-100	85-98 85-98	0.63-2.00 0.63-2.00	0.18-0.22 0.14-0.16	7.9-8.4 7.9-8.4	High. Low.

Updated 5/13/11
For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



MAP SCALE 1" = 1000'



NFIP

PANEL 0505H

FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
TRAVIS COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 505 OF 730

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
TRAVIS COUNTY	481026	0505	H

5000 FT

8^{000m} N
JOINS PANEL 0485

57^{000m} N

56^{000m} N

ZONE X

ZONE A

ZONE X

ZONE A

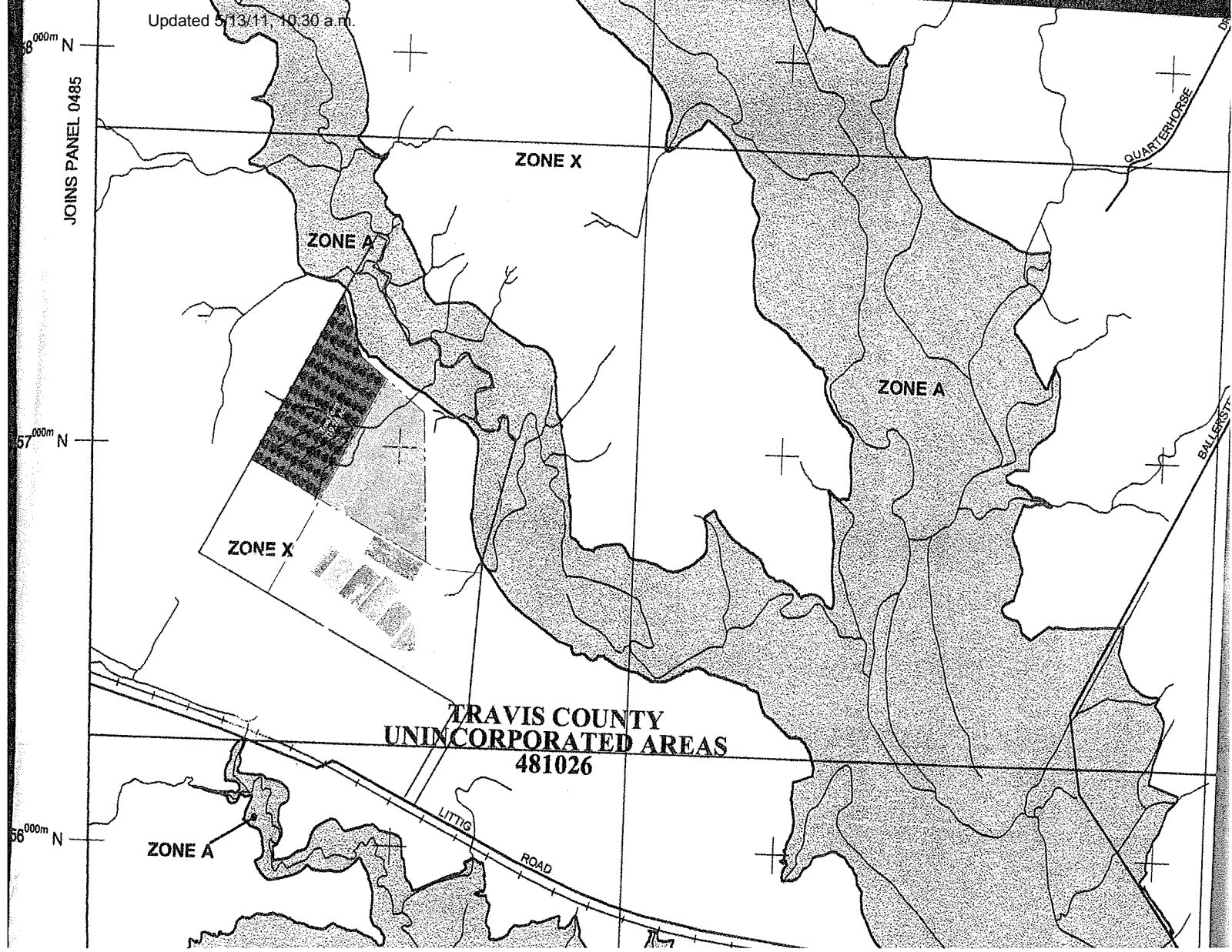
**TRAVIS COUNTY
UNINCORPORATED AREAS
481026**

ZONE A

LITTIG
ROAD

QUARTERHORSE

BALLERST



LEGEND


 SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

 FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.


 OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.







 OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.

 COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

 OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

-  Floodplain boundary
-  Floodway boundary
-  Zone D boundary
-  CBRS and OPA boundary
-  ← Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
-  513 Base Flood Elevation line and value; elevation in feet*
- (EL 987) Base Flood Elevation value where uniform within zone;

FT

FT

3358

3357

20'

3356

3355

3354

290

VOELKER LN

ALBERT VOELKER RD

BALLERSTEDT RD

LITTIG RD

Bakers
Place
Airport

Wilbarger Creek

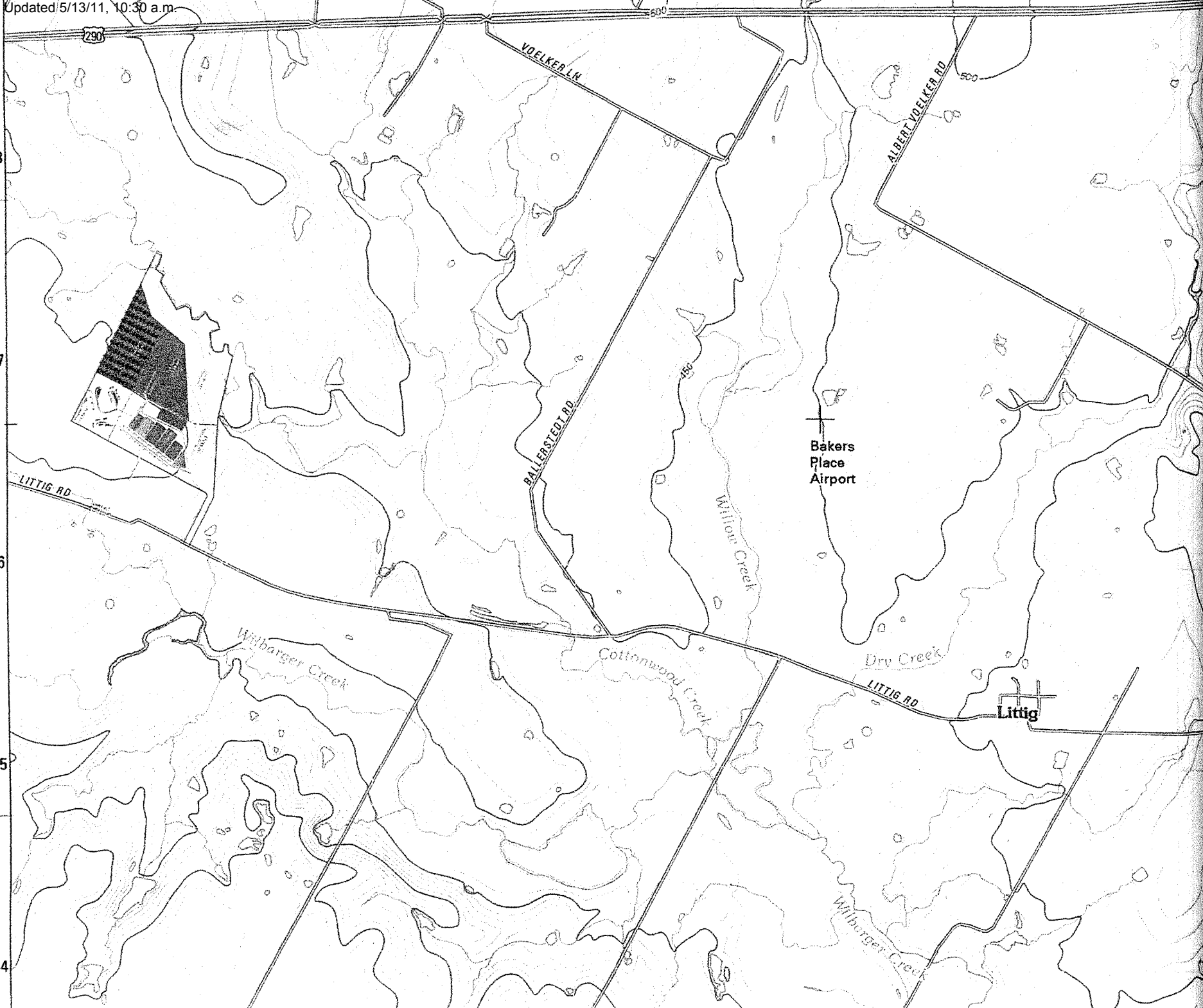
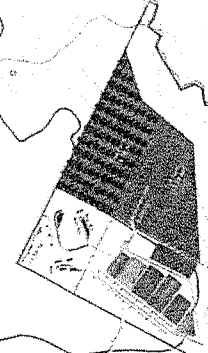
Cottonwood Creek

Dry Creek

LITTIG RD

Littig

Wilbarger Creek





Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 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 County Staff Regarding Tobacco Cessation Program/Communities Putting Prevention to Work Initiative.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County implemented a Smoking Policy in October 1986. The policy prohibits:

- 1) the carrying or holding of a lighted pipe, cigar or cigarette of any kind, or any other lighted smoking equipment or devices, and
- 2) the lighting of, emitting or exhaling the smoke of a pipe, cigar or cigarette in all public buildings owned, leased or maintained by Travis County, including the Travis County Courthouse and the Travis County Jail.

All Travis County buildings within the City of Austin display signs prohibiting smoking within 15 feet of the building's entrance, per City ordinance.

STAFF RECOMMENDATIONS:

On November 16, 2010, the Court approved an Interlocal Agreement to participate in a grant and receive funding through the City of Austin from the Centers for Disease Control and Prevention (CDC) under the U.S. Department of Health and Human Services via the American Recovery and Reinvestment Act of 2009, to help reduce tobacco use prevalence and exposure to secondhand tobacco smoke under the Communities Putting Prevention to Work (CPPW) initiative.

Travis County's Health and Human Service and Veterans' Service (HHS/VS) Department, in collaboration with the Travis County's Wellness Clinic, was charged with the implementation of the Communities Putting Prevention to Work (CPPW) initiative, whose objectives are to:

- 1) protect the well-being of Travis County employees, their families and the community by reducing tobacco use prevalence and exposure to second-hand smoke; and
- 2) explore the implementation of a Tobacco Free Workplace policy at all Travis County properties, and to provide resources for employees who want to stop using tobacco products.

Travis County Wellness Clinic provides tobacco cessation counseling, and tobacco dependence treatment. It is a key partner in the development and implementation of public information campaigns and Employee Policy Development and/or modification as there is a close linkage between policy change and programmatic efficacy in order to achieve optimum and long-lasting results in tobacco cessation on all Travis County campuses.

The Wellness Committee is comprised of County employees appointed by the Commissioners' Court to work on employee wellness issues. The committee will serve as a vehicle for promoting the program and will assist in information dissemination and hosting or participating in special events to publicize the program.

ISSUES AND OPPORTUNITIES:

Currently, Travis County's Smoking Policy is under review to ensure that Travis County properties are tobacco-free and protect employees from secondhand smoke exposure. As part of the program, employees and managers will be actively engaged about their interest in any recommendations to the Court regarding proposed revisions, if any, to the County's policy and whether it may apply to only to employees or customers, visitors, and clients, as well. Any proposed policy changes will be circulated to Travis County employees including explanations for rationale and potential consequences for non-compliance. This initiative also anticipates a continuous cycle of monitoring, evaluation and, if necessary, revisiting policies for possible revisions to ensure the needs of the staff are being met.

Related media efforts will be employed via varied communication channels (e.g., email, newsletters, intranet, posters and television) to promote tobacco cessation. Planned media efforts include airing of four video announcements on tobacco cessation on TCTV, posting video clips and testimonials on the Travis County employee website, and distributing posters and flyers for tobacco cessation in Travis County worksites.

FISCAL IMPACT AND SOURCE OF FUNDING:

The County entered into an Interlocal Agreement with the City of Austin for funding of this initiative for an 18-month period from June 1, 2010 to February 29, 2012 in the amount of \$200,000 with no cash or in-kind match required.

REQUIRED AUTHORIZATIONS:

Health and Human Services and Veterans Service	05/09/2011 4:03 PM	David Salazar	Completed
Health and Human Services and Veterans Service	05/09/2011 4:04 PM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Completed	05/10/2011 10:34 AM
Commissioners Court	Cheryl Aker	Pending	

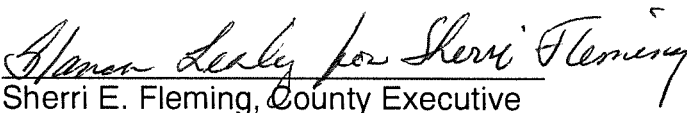


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
(512) 854-4100
Fax (512) 279-1608

DATE: May 9, 2011

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veteran Services

SUBJECT: Update on Tobacco Cessation Program/ *Communities Putting Prevention to Work (CPPW)* Grant with the City of Austin

Proposed Motion:

Receive Update from County Staff Regarding Tobacco Cessation Program/
Communities Putting Prevention to Work (CPPW) Initiative.

Summary and Staff Recommendations:

On November 16, 2010, the Court approved an Interlocal Agreement to participate in a grant and receive funding through the City of Austin from the Centers for Disease Control and Prevention (CDC) under the U.S. Department of Health and Human Services via the American Recovery and Reinvestment Act of 2009, to help reduce tobacco use prevalence and exposure to secondhand tobacco smoke under the *Communities Putting Prevention to Work (CPPW)* initiative.

Travis County's Health and Human Service and Veterans' Service (HHS/VS) Department, in collaboration with the Travis County's Wellness Clinic, was charged with the implementation of the *Communities Putting Prevention to Work (CPPW)* initiative, whose objectives are to:

- 1) protect the well-being of Travis County employees, their families and the community by reducing tobacco use prevalence and exposure to second-hand smoke; and
- 2) explore the implementation of a Tobacco Free Workplace policy at all Travis County properties, and to provide resources for employees who want to stop using tobacco products.

Travis County Wellness Clinic provides tobacco cessation counseling, and tobacco dependence treatment. It is a key partner in the development and implementation of public information campaigns and Employee Policy Development and/or modification as there is a close linkage between policy change and programmatic efficacy in order to achieve optimum and long-lasting results in tobacco cessation on all Travis County campuses.

The Wellness Committee is comprised of County employees appointed by the Commissioners' Court to work on employee wellness issues. The committee will serve as a vehicle for promoting the program and will assist in information dissemination and hosting or participating in special events to publicize the program.

Community Partners/Stakeholders

The County's Tobacco Free Worksite Project will include community partners from local affiliates of the American Cancer Society, the American Lung Association, Region 7 of the Texas Department of Health, the Austin/Travis County Health and Human Services Department and other local groups whose missions parallel that of the County's project. These same partners will play an integral role in the project's sustainability.

Budgetary and Fiscal Impact:

The County entered into an Interlocal Agreement with the City of Austin for funding of this initiative for an 18-month period from June 1, 2010 to February 29, 2012, in the amount of \$200,000 with no cash or in-kind match required.

Issues and Opportunities:

Currently, Travis County's Smoking Policy is under review to ensure that Travis County properties are tobacco-free and protect employees from secondhand smoke exposure. As part of the program, employees and managers will be actively engaged about their interest in any recommendations to the Court regarding proposed revisions, if any, to the County's policy and whether it may apply to only to employees or customers, visitors, and clients, as well. Any proposed policy changes will be circulated to Travis County employees including explanations for rationale and potential consequences for non-compliance. This initiative also anticipates a continuous cycle of monitoring, evaluation and, if necessary, revisiting policies for possible revisions to ensure the needs of the staff are being met.

Related media efforts will be employed via varied communication channels (e.g., email, newsletters, intranet, posters and television) to promote tobacco cessation. Planned media efforts include airing of four video announcements on tobacco cessation on TCTV, posting video clips and testimonials on the Travis County employee website, and distributing posters and flyers for tobacco cessation in Travis County worksites.

Background:

Travis County implemented a Smoking Policy in October 1986. The policy prohibits:

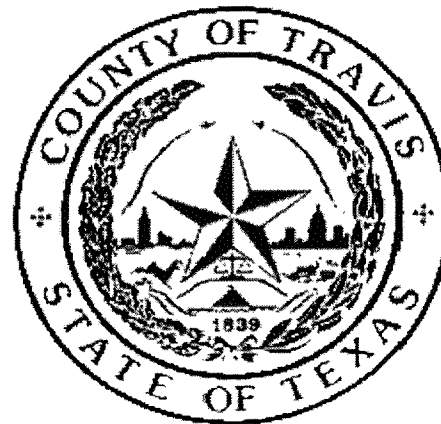
- 1) the carrying or holding of a lighted pipe, cigar or cigarette of any kind, or any other lighted smoking equipment or devices, and
- 2) the lighting of, emitting or exhaling the smoke of a pipe, cigar or cigarette in all public buildings owned, leased or maintained by Travis County, including the Travis County Courthouse and the Travis County Jail.

All Travis County buildings within the City of Austin display signs prohibiting smoking within 15 feet of the building's entrance, per City ordinance.

cc: 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
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

*Update on Tobacco Cessation Program/
Communities Putting Prevention to Work
(CPPW) Grant with the City of Austin*

Travis County Health and Human Services & Veterans Service



Background Information

- United States Department of Health and Human Services - American Recovery & Reinvestment Act (ARRA) 2009
- City of Austin awarded a total of \$7,473,150 for tobacco cessation programs
 - Communities Putting Prevention to Work (CPPW)
 - Focus on policy, systems, and environmental changes
- Interlocal Agreement between Travis County as a sub-recipient from the City of Austin
 - \$200,000
 - Term of agreement ends February 29, 2012

5/9/2011

Background Information (continued)

- Other sub-recipients are as follows: ActiveLife, Austin Independent School District, Capital Metro, Central Health, City of Austin: Human Resources, Parks and Recreation, and Planning & Development Departments, Huston-Tillotson University, Austin/Travis County Integral Care, Seton Hospitals, and the University of Texas Health Science Center School of Public Health

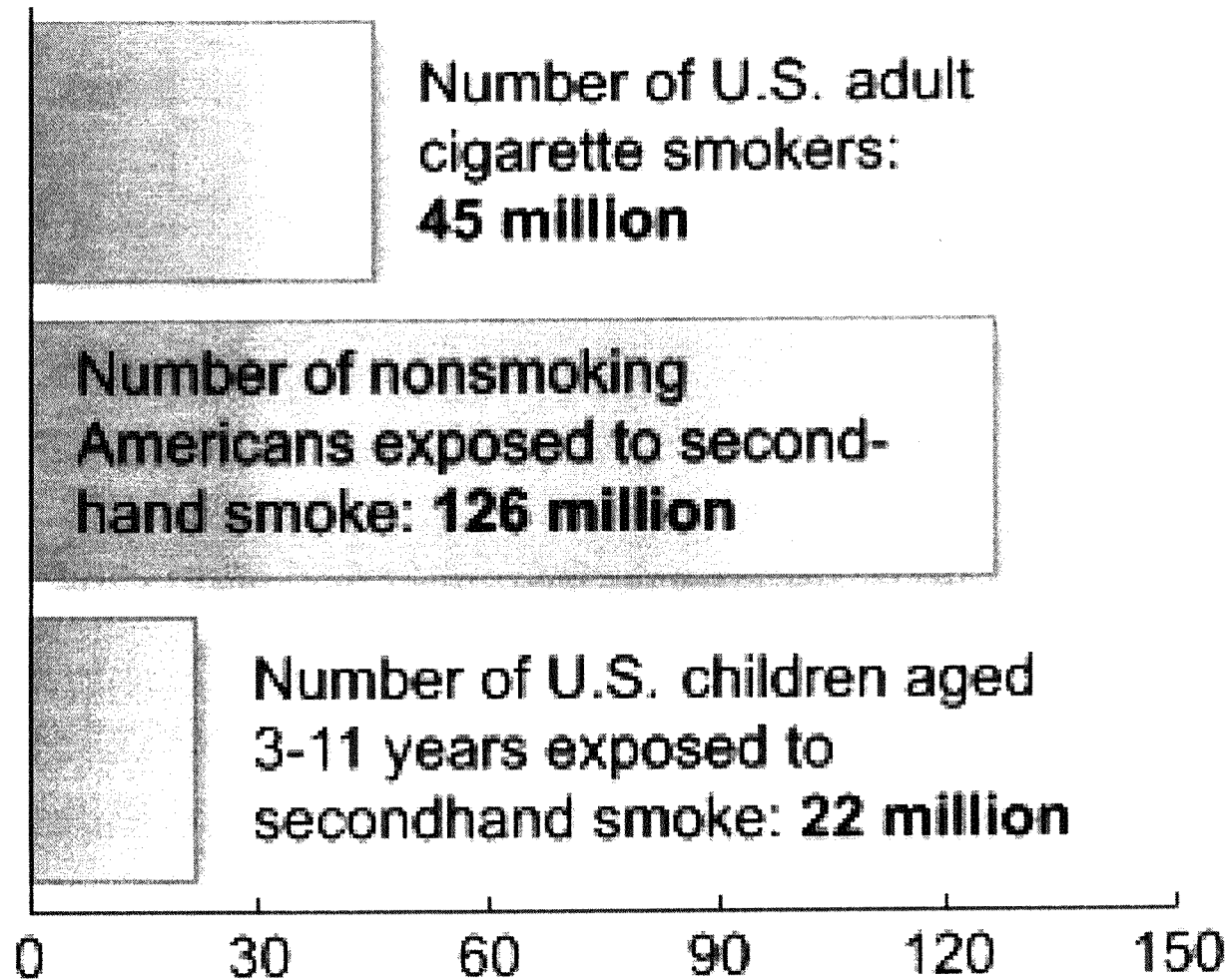
5/9/2011

Objectives for Travis County

- To protect the well-being of Travis County employees, their families and the community by reducing tobacco use prevalence and exposure to second-hand smoke; and
- To explore the implementation of a Tobacco Free Workplace policy at all Travis County properties, and
- To provide resources for employees who want to stop using tobacco products.

5/9/2011

Secondhand Smoke



5/9/2011

What will we be doing?

- Engage County staff and the community
 - Administer a survey
 - As part of the program, employees and managers will be actively engaged about their interest in any recommendations to the Court regarding proposed revisions, if any, to the County's policy and whether it may apply to only to employees or customers, visitors, and clients, as well.
 - Any proposed policy changes will be circulated to Travis County employees including explanations for rationale



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106
Elected/Appointed Official/Dept. Head: Rodney Rhoades, County Executive
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio	Pending
Planning and Budget Office	Leroy Nellis	Pending
Planning and Budget Office	Rodney Rhoades	Pending
Planning and Budget Office		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

5/17/2011

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	3001	553	0701	JP Pct. 5	Reg.Salaries-Perm Empl		\$ 12,115	1
		001	3001	553	1301	JP Pct. 5	Reg Salary-Visiting Judge	\$ 12,115		

OTHER

O1	Two new Capital projects from savings	4
----	---------------------------------------	---



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *D Ramirez*

DATE: May 6, 2011

RE: Request to Use Salary Savings to Cover Additional Need for Visiting Judge Hours in Justice of the Peace, Pct. 5

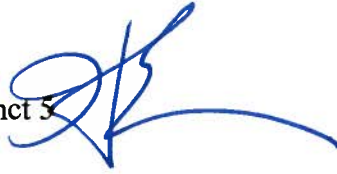
Justice of the Peace, Pct. 5 is requesting to internally fund additional visiting judge hours to keep up with workload through the end of the fiscal year. Please see Judge Evans' memo for details.

Because this internal transfer does not meet the requirements to be handled as an automatic budget adjustment, PBO is placing it on the Court's agenda for action. PBO recommends approval of this request.

cc: Leroy Nellis, Rodney Rhoades, Jessica Rio, PBO
The Honorable Herb Evans, Justice of the Peace, Precinct 5
Heather Kellum, Office Manager, JP5

To: Diana Ramirez, Senior Budget Analyst

From: Herb Evans, Justice of the Peace, Precinct 5

A handwritten signature in blue ink, appearing to be 'HE', is positioned to the right of the 'From:' line.

Date: 04/28/11

Re: Request to transfer funds for Visiting Judge

Due to unexpected illnesses and increased work load, JP5 has used visiting judge time much faster than anticipated. As a result, we have 78 hours remaining for FY11 and respectfully request the transfer of additional funds from temporary salary savings for the remainder of FY11.

We request a transfer of 240 hours from temporary salary savings to our visiting judge line item 001-3001-553-1301 in the amount of \$12,115.20.

Budget Adjustment: 26680

Fyr _ Budget Type: 2011-Reg
PBO Category: Transfer
Just: Negbal

Author: 30 - KELLUM, HEATHER
Court Date: Tuesday, May 17 2011
Transfer funds from from temporary salaries to visiting judge line item. Additional visiting judge time

Created: 4/28/2011 4:05:06 PM
Dept: JUSTICE OF PEACE 5

From Account	Acct Desc	Project	Proj Desc	Amount
001-3001-553-0701	REG SALARIES-PERMNT EMPL			12,115
				12,115
To Account		Project		Amount
001-3001-553-1301	REG SALARY-VISITING JUDGE			12,115
				12,115

Approvals	Dept	Approved By	Date Approved
Originator	30	HEATHER KELLUM	4/28/2011 04:05:58 PM
DepOffice	30	HEATHER KELLUM	4/28/2011 04:06:03 PM

D. L. Davis 5-6-11
Wayne Ellis 5/10/11



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *DA Ramirez*

DATE: May 9, 2011

RE: Request from Facilities Management Department (FMD) to transfer \$20,379 in savings from two CAR-funded projects to two new projects

FMD has realized savings of \$20,379 from the boiler replacement projects at 2201 Post Road and 2501 South Congress and requests that the savings be used to replace the boilers at the Medical Examiner's Facility and the Rusk Building. FMD indicates that the bids received for the completed projects were excellent and they would like to take advantage of this cost environment.

FMD has indicated that the boiler at the Rusk Building is at end of life and the boiler at the Medical Examiner's facility required a mechanic to be on-site almost nightly this past winter to keep the boiler operational. With the Medical Examiner's Office being a 24/7 operation, the facility cannot be without heat for any extended period of time.

PBO recommends approval for the use of existing savings for these two new projects. The savings are in the appropriate line item so this only requires an approval of the new projects.

cc: Leroy Nellis, Jessica Rio, PBO
Roger El Khoury, Lloyd Evans, John Carr, Amy Draper, FMD
Danny Hobby, Rodney Rhoades, County Executives



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: MEDEX - General

File: 200

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

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

A handwritten signature in blue ink that reads "Roger A. El Khoury".

DATE: May 3, 2011

SUBJECT: Funding Issue – Heating Boilers
Allocate Available Savings

Facilities Management Department (FMD) requests your support in obtaining authorization to reallocate a total of \$20,379 of savings from the completion of boiler replacement projects at 2201 Post Road and 2501 South Congress. These projects were FY 11 funded projects in 001-1415-821-8011. Savings from the completed Post Road boiler replacement are \$13,128. The savings from the completed 2501 South Congress job are \$7,251. We are requesting that this \$20,379 in combined savings be reallocated to allow replacement of the boilers at the Medical Examiner facility and at the Rusk Building. Based on the excellent bids received for the previous jobs, we are confident that these two boilers can be replaced within this available savings. The boilers at both the Medical Examiner and Rusk Building are outside units that are starting to fail, and should be replaced before the next heating season.

Your support in obtaining approval for the allocation of the available savings to permit proceeding with the replacement of the Medical Examiner and Rusk Building boilers is appreciated. Please direct any questions on this request to me at 44579.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD

John Carr, Administrative Director, FMD

Lloyd Evans, Maintenance Director, FMD

Diana Ramirez, Senior Budget Analyst, PBO

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

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
			Part of Ctr for Child Protection contract not covered by Family Protection Fund
(\$18,768)	District Attorney	10/19/10	
\$4,443	Various	10/15/10	Canceled Purchase Orders
\$4,051	Various	10/25/10	Canceled Purchase Orders
(\$102,500)	Medical Examiner	10/26/10	Financial Feasibility Study
(\$599,970)	TNR	10/26/10	Hamilton Pool Cleanup Project
(\$3,975)	CJP	10/26/10	ACC Internship Program
(\$5,178)	Civil Courts	10/26/10	ACC Internship Program
\$11,039	Various	11/1/10	Canceled Purchase Orders
(\$230,498)	TNR	11/9/10	McKinney Falls Grant Match
(\$3,500)	Historical Commission	11/9/10	Historical Commission Grant match
\$9,790	Various	11/10/10	Canceled Purchase Orders
(\$168,117)	Facilities	11/23/10	Grant Reimbursement related to HVAC at EOB
\$3,123	Various	11/23/10	Canceled Purchase Orders
(\$170,000)	Facilities	12/7/10	BEFIT - Data Center
(\$25,100)	Facilities	12/14/10	Due Diligence for block at 3rd & Guadalupe
\$161,390	Various	12/13/10	Canceled Purchase Orders
(\$15,987)	County Attorney	12/14/10	Technical correction of liquidated PO
(\$25,000)	TNR	12/27/2010	Envision Central Texas
\$7,745	Various	1/7/11	Canceled Purchase Orders
(\$17,821)	TNR	1/13/11	Environmental Monitoring @ TXI permitted
\$23,235	Various	1/31/11	Canceled Purchase Orders
\$47,174	Various	2/3/11	Canceled Purchase Orders
\$1,273	Various	2/14/11	Canceled Purchase Orders
(\$110,000)	TNR	2/7/11	Lake Travis Eco. & Water Quality Study
\$9,068	Various	2/7/2011	Canceled Purchase Orders
(\$80,000)	Gen. Admin	3/1/2011	Vinson & Elkins
\$2,912	Various	3/5/2011	Canceled Purchase Orders
\$60	Various	3/15/2011	Canceled Purchase Orders
(\$81,000)	Facilities	4/12/2011	700 Lavaca parking garage painting
\$128,042	Various	4/11/2011	Canceled Purchase Orders
(\$30,774)	Facilities	4/19/2011	Palm Square Renovations - Bldg. Security
(\$68,887)	General Admin.	4/19/2011	Redistricting
\$23,184	Various	4/18/2011	Canceled Purchase Orders
\$79,193	Various	4/21/2011	Canceled Purchase Orders
(\$51,006)	Facilities	4/26/2011	Renovation-Granger Bldg. 5th floor
\$7,660,840	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building
(\$200,000)	Transition Planning
(\$16,732)	ACC Internship Program
(\$200,000)	Television Cable Service for Travis County
(\$185,439)	Family Drug Treatment Court
(\$184,727)	Drug Court Grant Reserves

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

(\$21,060)	Cadaver Contract Increase
(\$57,137)	DWI Court Program
(\$20,000)	HAZMAT Allocated Reserves
(\$19,240)	Landfill Leachate Discharge Abatement & Priority 2
(\$25,000)	Cash Match for MHPD Expansion grant
(\$51,494)	MHPD FY 11 Continuation funding
(\$50,000)	Postage and Postage
(\$200,000)	Managed Print Services
(\$255,000)	Workforce Development Pilot Programs
(\$400,000)	Civil Indigent Attorney Fees
(\$300,000)	Indigent Attorney Fees for Capital Cases
(\$175,000)	Special Election for Senator Wentworth
(\$250,000)	Conservation Easement

(\$2,668,294) Total Possible Future Expenses (Earmarks)**\$4,992,546 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

Amount	Dept Transferred Into	Date	Explanation
\$496,980			Beginning Balance
(\$45,000)	Facilities	12/28/10	EOB - Safety Improvements
(\$135,000)	ITS	4/19/11	Video Surveillance Phase 2 of 3-IT Critical Infrastructure
\$316,980 Current Reserve Balance			

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

Amount	Explanation
(\$95,500)	Failing Vehicles
(\$90,000)	Guardrails
(\$90,000) Total Possible Future Expenses (Earmarks)	

\$226,980 Remaining CAR Balance After Possible Future Expenditures

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$2,100,000 (\$120,000)	General Admin	3/1/11	Beginning Balance Vinson & Elkins
\$1,980,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
\$596,369 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,280 (\$38,500)	Facilities	5/5/11	Beginning Balance Roof top units at SMART facility
\$12,780 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$48,595,756			Beginning Balance
(\$22,500,000)	Facilities	12/14/10	Reimbursement Resolution-Land in Central Austin for Courthouse
			Reimbursement Resolution- ITS
(\$754,400)	ITS	12/21/10	Equipment
(\$3,948,400)	TNR	12/21/10	Reimbursement Resolution- Vehicles
(\$1,358,648)	Facilities	3/22/11	Reimbursement Resolution-Improving county-owned buildings
			Reimbursement Resolution-Road Projects
(\$1,405,000)	TNR	3/22/11	Reimbursement Resolution-Road Projects
			Return Reimbursement Resolution funds for Collier roof replacement
\$595,000	Facilities	4/22/2011	
\$19,224,308 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$1,099,930			Beginning Balance
(111,697)	ITS	11/9/10	BEFIT Personnel
(920,159)	Auditor	12/7/10	BEFIT Personnel
(68,074)	PBO	12/7/10	BEFIT Personnel
\$0 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106
Elected/Appointed Official/Dept. Head: Rodney Rhoades, County Executive
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Discuss and take appropriate action on recommendations made by the Local Tax Policy Working Group.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached documentation.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

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



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leroy W. Nellis and Dusty Knight
Co-Chairs, Local Tax Policy Working Group

DATE: March 28, 2011

SUBJECT: Recommendations on Property Tax Exemptions

On June 8, 2010, the Tax Assessor-Collector Office and the Planning and Budget Office presented to Commissioners Court an agenda item requesting action on property tax exemption considerations in addition to numerous other items. Attached is the agenda backup explaining the Travis county Current Policy on Historical Exemptions. PBO and the Travis County Tax Assessor-Collector Office recommended that the current exemption policy be approved for the FY 11 fiscal year and a study group be formed and report back to the Commissioners Court with a recommendation for FY 12 in sufficient time to hold public hearings on the recommendation. The Commissioners Court approved the same exemptions for FY 11 budget and appointed a Local Tax Policy Working Group to study various issues. The members of the Working Group are as follows:

Billy Hamilton – State Comptroller’s Office
Brian Rodgers – citizen
Dick Lavine– Center for Public Office Policy
Joe Thrash – Attorney General’s Office
John Stephens – Central Health
Dusty Knight – Tax Assessor Collector’s Office
Elliott Beck – County Attorney Office-
Susan Spataro – County Auditor
Deece Eckstein – Legislative Coordinator
Harvey Davis – Corporations Manager
Leroy Nellis – Budget Director

Additional county staff members attended committee meetings and provided research. The committee was divided in various sub-committees including the property tax exemption subcommittee which addressed the issues surrounding the historical and other property tax exemptions. This sub-committee was chaired by Dusty Knight. Other members included Brian

Rodgers, Elliott Beck, Joe Thrash and Leroy Nellis. The large committee and the various sub-committees met numerous times after being appointed in June 2010. The purpose of this report is to present the recommendations of the sub-committee on Property Tax Exemptions which was presented to the large committee who recommended no significant modifications to the sub-committee recommendations.

The work of the subcommittee on Property Tax Exemptions researched what other county and cities provided for historic, disabled and over 65 exemptions, listened to presentations by the Austin Historical Society supporting the historical tax exemption and Rick Hardin, a private citizen who has several properties with current historical exemptions who opposes the current historical exemption. Both these presentations provided the sub-committee with valuable input concerning historical property tax exemptions. Rick Hardin's material is attached for your review. The Austin Historical Society has not authorized the inclusion (as of this date) of the material submitted to the subcommittee, but a copy of that draft is included.

The subcommittee toiled over making a recommendation on historical preservation exemption since the primary objective of such an exemption would be to avoid the destruction of a historic structure. This objective is being fully met by the City of Austin's Historic Preservation policy since once designated as historic the structure cannot be destroyed or materially altered without City of Austin approval. It is interesting to note that the area in Travis County outside the City of Austin lacks any protection from being destroyed other than those structures that have been awarded historical status usually through the efforts of the owners from the State of Texas. As pointed out in the committee's recommendation we believe that a real need exists for establishing such a program for all geographic areas which currently are not represented by a Historical Society. The second reason one would grant a tax incentive to owners of historical structures would be to help offset the increased maintenance in excess of what it would cost to maintain a nonhistoric structure. It is these two premises in addition to the practices of other counties that the committee presents the following recommendations:

HISTORICAL EXEMPTION:

The goal of the Travis County Historical Exemption is to provide temporary, minimal tax relief to encourage preservation for those structures meeting the Counties' new historical requirements.

1. The structure must be designated as a historical structure by a recognized organization that will review historical properties within the boundaries of Travis County.
2. A substantial portion of the structure must be built before 1930.
3. A structure can receive the Historical Exemption for no more than 10 years, regardless of # of owners.
4. The 10 year limit will start January 01, 2011 for the 2011 tax year.
5. The Historical Exemption will be a value amount, determined each year by the Commissioners Court and can be \$0, that reduces the taxable value of the property (land and improvement).
6. The same exemption will be granted for residential or commercial properties.

7. Recommend the 2011 Historical Exemption be \$75,000.

The County currently offers Homesteads the maximum allowed local option exemption of 20%. Another exemption the subcommittee reviewed was the exemption amount granted to taxpayer's who are disabled or over 65 years of age. The currently property tax exemption for these homeowners for FY 11 is \$65,000. Since this exemption amount was established in 1994 and has not been increased since the committee compared the relative effect the exemption had on these most vulnerable taxpayers. The average homestead value was \$81,250 in 1994 and the Travis County tax rate was \$.5552 per hundred. The following example shows the difference in the effect the over 65 or disabled exemption has in 1994 and for FY 11.

	FY 94	FY 11	Difference
Appraised Value	\$81,250	\$272,820	\$191,570
Average Homestead	\$81,250	\$272,820	\$191,570
Average Taxable Value	\$81,250	\$272,820	\$191,570
After 20% Homestead Exemption	\$65,000	\$218,256	\$153,256
Disabled or Over 65 exemption			65,000
Net Taxable Value	\$0		\$153,256
% of Average Appraised Value of Homestead			56.17%
Tax Rate	.5552		.4658
Tax	\$0		\$713.87

It is obvious from the example that the disabled and over 65 year old homestead owners taxes have increased disproportionately during the past 17 years as compared to the tax increases for the homestead owner who is not disabled or over 65 years old. Unfortunately these taxpayers normally are less likely to be able to afford the increased property taxes.

DISABLED and OVER 65 EXEMPTION

It is in light of this analysis that the committee has recommended that the savings from reducing the property tax exemptions for historical exemptions be utilized by increasing the disabled and over 65 exemptions by \$10,000 to \$75,000 for FY 12.

Currently on the Travis county tax rolls there are 557 property owners claiming a historic property tax exemption with an average taxable value of \$1.1 million (using Rick Hardin numbers), while there are 39,396 property tax payers claiming a property tax exemption for disabled or over 65 years old on an average homestead values of \$269,701.

As a comparison, Harris County's disabled and over 65 Exemption for FY 11 is \$156,240 on an average homestead value of \$177,360.

The equitable thing to do is to implement the committee's recommendations for FY 12. The committee members welcomed the opportunity to evaluate this issue.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 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 \$556,246.87, for the period of April 29 to May 5, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attachments

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 \$556,246.87.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) - \$556,246.87

REQUIRED AUTHORIZATIONS:

Human Resources Management	Norman McRee	Completed	05/10/2011 11:27 AM
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 17, 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 29, 2011 to May 5, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$556,246.87

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 \$556,246.87.

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 29, 2011 TO MAY 5, 2011

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. 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 17, 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 29, 2011
 TO: May 5, 2011

REIMBURSEMENT REQUESTED: \$ 556,246.87

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,517,832.66
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: May 10, 2011	\$ (958,871.06)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 556,246.87
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 556,246.87

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

All claims over \$25,000 (1 this week totaling \$66,795.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$76,704.31) 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 (\$17,111.25).

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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

Diane Blankenship 5/10/11
 Diane Blankenship, Director, HRMD Date

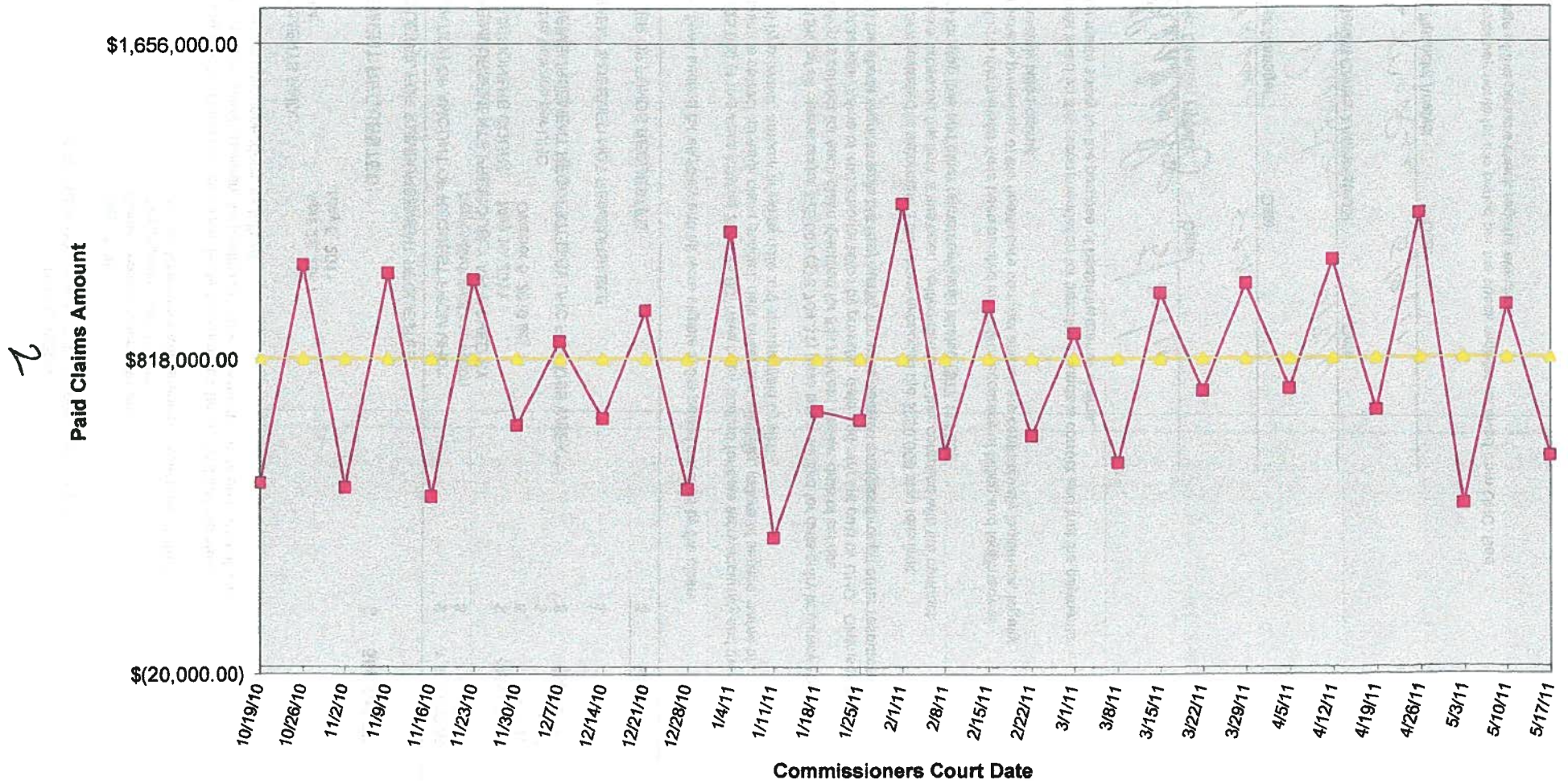
Dan Mansour 5-9-11
 Dan Mansour, Risk Manager Date

Cindy Purinton 5/9/11
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 5/9/11
 Norman McRee, Financial Analyst Date

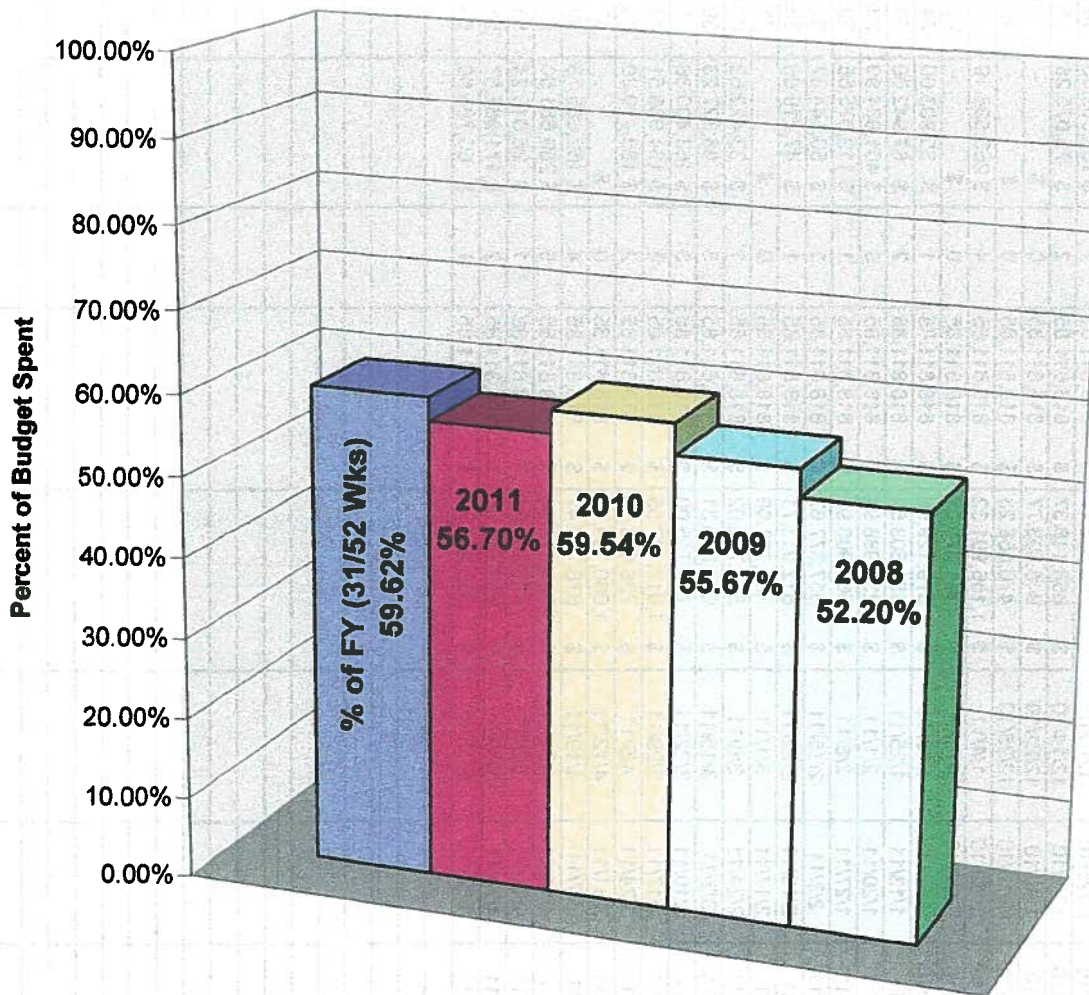
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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



h

Comparison of Claims to FY Budgets Week 31



From: <SIFSFX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 5/6/2011 5:15 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: 2011-05-06 **REQUEST AMOUNT:** \$1,517,832.66

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: 2011-05-05	\$478,906.48
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,459,811.52
+ CURRENT DAY NET CHARGE:	\$58,021.14
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,517,832.66

ACTIVITY FOR WORK DAY: 2011-04-29

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$18,246.12	\$00.00	\$18,246.12
TOTAL:	\$18,246.12	\$00.00	\$18,246.12

ACTIVITY FOR WORK DAY: 2011-05-02

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$196,320.29	\$00.00	\$196,320.29

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_05_05

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	60237662	AH		1	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AH		1	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AH		7	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AH		1	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AH		7	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AA		1	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AA		1	100	5/2/2011	5/5/2011
701254	632	\$ 0.01	QG	60237662	AA		8	100	5/2/2011	5/5/2011
701254	632	\$ (14.37)		26 231799	AH		1	50	4/27/2011	5/5/2011
701254	632	\$ (49.44)	PH	80300745	AH		1	50	1/11/2011	5/5/2011
701254	632	\$ (73.03)	RI	32043420	AE		7	50	4/30/2011	5/5/2011
701254	632	\$ (298.00)	QG	70144354	AA		1	50	4/28/2011	5/5/2011
701254	632	\$ (550.58)		26 231726	AE		9	50	4/27/2011	5/5/2011
701254	632	\$ (736.98)	NN	SSN0000C	AL		0	600	4/29/2011	5/5/2011
701254	632	\$ (1,404.22)		26 231758	AA		6	50	4/27/2011	5/5/2011
701254	632	\$ (1,875.58)		26 231818	AH		6	50	4/27/2011	5/5/2011
701254	632	\$ (2,040.40)		26 230336	AE		6	50	4/27/2011	5/5/2011
701254	632	\$ (4,430.68)	NN	SSN0000C	AL		0	600	4/26/2011	5/5/2011
701254	632	\$ (5,637.97)	NN	SSN0000C	AL		0	600	4/26/2011	5/5/2011

556,246.87

9

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/5/2011

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	97,819.69
	RR	
	526-1145-522.45-29	8,146.76
Total CEPO		\$105,966.45
EPO		
	EE	
	526-1145-522.45-20	98,176.95
	RR	
	526-1145-522.45-21	6,366.38
Total EPO		\$104,543.33
PPO		
	EE	
	526-1145-522.45-25	326,730.63
	RR	
	526-1145-522.45-26	19,006.46
Total PPO		\$345,737.09
Grand Total		\$556,246.87

Monday, May 09, 2011



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 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 the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
 - B. Non-routine request from Juvenile Probation for a variance to Travis County Code Chapter § 10.03008, Promotion.
-

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions - Pages 2 - 6.

B. Non-Routine Personnel Actions - Pages 7 - 10.

Juvenile Probation requests approval for a promotion that is above midpoint and greater than a 5% increase in salary, Travis County Code § 10.03008, Slot 491, Custodian Lead, PG 7. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Human Resources Management	Todd Osburn	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



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

May 17, 2011

ITEM # :

DATE: May 6, 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.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Actions – Pages 7 – 10.

Juvenile Probation requests approval for a promotion that is above midpoint and greater than a 5% increase in salary, Travis County Code § 10.03008, Slot 491, Custodian Lead, PG 7. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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

RR/DB/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE
--

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	139	Legal Secretary	15 / Level 4 / \$38,750.40	15 / Level 4 / \$38,750.40
District Atty	82	Paralegal	17 / Level 2 / \$41,995.20	17 / Level 2 / \$41,995.20
District Atty	207	Paralegal	17 / Level 4 / \$44,366.40	17 / Level 4 / \$44,366.40
HHS	269	Case Worker	15 / Midpoint / \$43,260.67	15 / Midpoint / \$43,260.67
Juvenile Probation	300	Office Asst	8 / Level 3 / \$23,483.20	8 / Level 3 / \$23,483.20
PBO	13	Corporations Administrator	22 / Minimum / \$55,578.85	22 / Minimum / \$55,578.85
Sheriff	180	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1073	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Tax Collector	146	Tax Supv	18 / Minimum / \$42,382.08	18 / Minimum / \$42,382.08
TNR	148	Equipment Mechanic	13 / Level 6 / \$35,692.80	13 / Level 6 / \$35,692.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Comm Pct 4	20002	Office Spec Sr	5 / \$13.59	5 / \$13.59	02
Constable 2	50011	Deputy Constable	61 / \$21.29	61 / \$21.29	05
County Clerk	20601	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20606	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20610	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23102	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Criminal Courts	50034	Court Bailiff	10 / \$11.87	10 / \$11.87	05
Fac Mgmt	20069	Custodian	5 / \$11.00	5 / \$11.00	02
TNR	20063	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20066	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20067	Park Tech I	8 / \$11.00	8 / \$11.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title –Salary	Comments
County Clerk	Slot 23186 / Elec Clk Operations Clk III / Grd 12 / \$14.00	County Clerk	Slot 20448 / Elec Clk Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Constable 3	33	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$44,291.10	\$47,480.16	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	175	Counselor* / Grd 15	Counselor Sr / Grd 16	\$35,647.04	\$37,429.40	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 3	Slot 38 / Deputy Constable Sr / Grd 62 / \$49,960.98	Constable 3	Slot 8 / Deputy Constable Sr / Grd 62 / \$49,960.98	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 93 / Enforcement Ofcr II / Grd 15 / \$43,128.67	Criminal Courts	Slot 161 / Judicial Aide Spec / Grd 16 / \$45,285.10	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 301 / Juvenile Probation Ofcr III / Grd 16 / \$40,358.76	Juvenile Probation	Slot 343 / Juvenile Probation Ofcr III / Grd 16 / \$40,358.76	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 343 / Juvenile Probation Ofcr III / Grd 16 / \$40,358.76	Juvenile Probation	Slot 301 / Juvenile Probation Ofcr III / Grd 16 / \$40,358.76	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 483 / Juvenile Probation Ofcr III / Grd 16 / \$39,180.31	Juvenile Probation	Slot 39 / Juvenile Probation Ofcr III / Grd 16 / \$39,180.31	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Pretrial Services	Slot 58 / Office Spec / Grd 10 / Full-time \$27,140.73	Pretrial Services	Slot 24 / Office Spec / Grd 10 / Part-time \$13,570.36	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from full-time to part-time (40 hrs to 20 hrs). Retains current rate of pay.
Sheriff	Slot 17 / Lieutenant Certf Peace Ofcr / Grd 89 / \$100,456.10	Sheriff	Slot 1812 / Lieutenant Certf Peace Ofcr* / Grd 89 / \$100,456.10	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 263 / Corrections Ofcr Sr / Grd 83 / \$44,256.37	Sheriff	Slot 1319 / Corrections Ofcr Sr* / Grd 83 / \$44,256.37	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 393 / Cadet* / Grd 80 / \$34,594.77	Sheriff	Slot 884 / Cadet* / Grd 80 / \$34,594.77	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 470 / Corrections Ofcr Sr / Grd 83 / \$44,256.37	Sheriff	Slot 761 / Corrections Ofcr Sr* / Grd 83 / \$44,256.37	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 541 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	Sheriff	Slot 1318 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 884 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 393 / 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 1081 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Sheriff	Slot 1740 / 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 1615 / Detective Law Enforcement / Grd 75 / \$81,275.38	Sheriff	Slot 1759 / Detective Law Enforcement / Grd 75 / \$81,275.38	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 1740 / Cadet* / Grd 80 / \$34,594.77	Sheriff	Slot 1081 / Cadet* / Grd 80 / \$34,594.77	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1759 / Detective Law Enforcement / Grd 75 / \$81,275.38	Sheriff	Slot 1615 / Detective Law Enforcement / Grd 75 / \$81,275.38	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1812 / Lieutenant Corrections / Grd 89 / \$100,456.10	Sheriff	Slot 17 / Lieutenant Corrections* / Grd 89 / \$100,456.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

NON-ROUTINE – Promotion				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Probation	Slot 142 / Custodian / Grd 5 / \$28,185.04	Juvenile Probation	Slot 491 / Custodian Lead / Grd 7 / \$31,003.54	Promotion. Pay is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008.

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Human Resources Management Department

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

MEMORANDUM

DATE: May 6, 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 & Budget

FROM: Diane Blankenship, Director of HRMD

SUBJECT: Juvenile Probation Non-Routine Salary Action, Slot 491

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

Juvenile Probation Request:

Juvenile Probation requests approval to promote one Custodian (slot #142, PG 5) to Custodian Lead (slot #491, PG 7) and grant the employee a 10% increase. Current pay is \$28,185.04 and proposed pay is \$31,003.54.

Policy

Travis County Code §10.03008(a) specifies that employee's adjusted salary must be no less than minimum and no more than maximum of the new job's pay grade. Additionally, Travis County Code §10.03008(b) specifies that pay increases that accompany promotions may be any of the following: 1) Minimum up to midpoint; 2) Less than or equal to an increase of 5% of the employee's current salary; 3) Above midpoint and greater than a 5% increase in the employee's current salary, if approved by Commissioners Court.

Issues

In June 2008, Commissioners Court approved a \$2 per hour pay increase for a number of classifications in the Road/General Maintenance job family. Both the Custodian and Custodian Lead classifications were included in this action. As a result, a number of incumbents in these positions are now paid above the range maximum, and are

8

“redlined” as a result. The employee in question currently is paid an hourly rate of \$13.55 per hour and the range maximum is \$11.84 per hour in pay grade 5. The Department requests paying, upon promotion, the employee at a rate of \$14.91 per hour, while the range maximum is \$14.04 per hour in pay grade 7. The Court’s action in 2008 effectively lifted the redline for employees in the effected job classifications, so the fact that the proposed salary is above the range maximum is not an especially problematic issue.

The department is requesting an increase in salary of 10% upon promotion, which means that §10.03008(b)(3) applies. Policy states that salary increases upon promotion are limited to 5% for employees above midpoint unless Commissioners Court approves.

HRMD Recommendation

HRMD supports the request from Juvenile Probation. Either a five percent increase or a ten percent increase would leave the employee beyond the range maximum. The proposed increase is consistent with Department actions related to past promotions and is not excessive based upon a two pay grade increase.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

11 MAY - 3 11 10 05

PERSONNEL

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE

MEMORANDUM

TO: Todd Osburn, Compensation Manager
Human Resources Management Department

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

SUBJECT: Juvenile Probation Department – Non-Routine Promotion Slot 491

DATE: April 28, 2011

Reference is made to the attached Personnel Action Form. The candidate considered for this position is currently an employee of Juvenile Probation, thus it would be a promotion for the employee. The Department would like to submit a 10% increase in salary with this promotion. It is a standard Department practice that when a current employee promotes to another position, a 5% increase is given for each pay grade level not to exceed 15%. The candidate considered is currently at a pay grade 5 and is being promoted to a pay grade 7 position. The Department is therefore requesting your consideration and approval of this personnel action.

Thank you for your consideration of this request. Please let me know of any questions that you may have.

10





Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: John Carr, Facilities Management, 854-4772
Elected/Appointed Official/Dept. Head: Roger El-Khoury, Director
Sponsors: Commissioner Davis

AGENDA LANGUAGE:

Consider and take appropriate action on the following Exposition Center issues:

- A. Approval of a Website License and Linking Agreement between Travis County and HPT TRS SPES II, Inc. / Route 46 Management Associates Corp. d/b/a Hyatt Place Austin North Central; and
 - B. Granting approval for the Director of Facilities Management Department to sign future website license and linking agreements.
-

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Facilities Management Department (FMD) in coordination with the County Attorney's Office has developed a Website License and Linking Agreement that would provide for establishing a link on the Exposition Center webpage to the Hyatt Place Austin North Central hotel. The Hyatt Place Company Mark would be displayed with the link. Ms. Currier with the Hyatt Place Austin North Central has signed the proposed agreement which is attached.

Travis County would receive \$150 a month, payable in quarterly payments of \$450 in advance for providing this link on the Travis County Exposition Center webpage. The link would be available to clients that are attending events at the Exposition Center to receive a room reservation and a special rate for booking through the webpage link to the Hyatt webpage.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the website license and linking agreement. Facilities Management Department also recommends granting approval for the FMD Director to approve and sign similar website and linking agreements in the future.

ISSUES AND OPPORTUNITIES:

In addition to providing a revenue stream to the Exposition Center, this website license and linking agreement would also provide a valuable service for clients attempting to arrange lodging in conjunction with their visit to Austin to attend events. If authorized by the Commissioners Court, FMD Director will go ahead and approve future license and linking agreements with similar terms.

FISCAL IMPACT AND SOURCE OF FUNDING:

Projected revenue - \$1,800 per year

REQUIRED AUTHORIZATIONS:

Facilities Management	John Carr	Completed	05/10/2011 2:35 PM
Facilities Management	Roger El-Khoury	Completed	05/10/2011 4:43 PM
Emergency Services	Danny Hobby	Pending	
County Attorney's Office	Tenley Aldredge	Pending	
Commissioner Precinct 1 Office	Ron Davis	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

WEBSITE LICENSE AND LINKING AGREEMENT

This Website License and Linking Agreement (this "Agreement") is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County" or "Owner") and HPT TRS SPES II, Inc. / Route 46 Management Associates Corp. d/b/a Hyatt Place Austin North Central ("Company"), an Illinois company authorized to do and doing business in the State of Texas.

WHEREAS, County operates a web site on the global computer communications network (the "Internet") on and through which it provides information to the public concerning the Travis County Exposition and Heritage Center (the "Expo Center") and events and activities scheduled to take place at the Expo Center throughout the calendar year (the "Expo Center Site"); and

WHEREAS, Company operates a web site for the hotel named above on the Internet on and through which it advertises and sells its services (the "Company Site") and has originally adopted and exclusively used a distinctive logo for the hotel for purposes of identifying and distinguishing the source and origin of Company's services (the "Company Mark"); and

WHEREAS, as a convenience to the public, County has established an area on the Expo Center Site through which the public is able to access and link to the web sites of third-party providers of Austin-area services such as accommodations, dining establishments, music and entertainment venues and in which County can display the logos of such third-party providers; and

WHEREAS, Company desires that County provide a hypertext reference link to each Company Site and display the Company Mark on the Expo Center Site, and the County desires to provide such links and to display such logos, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 GRANT AND SCOPE OF LICENSE AND LINKING SERVICES

1.1 Subject to the terms of this Agreement, Company hereby grants to County, and County hereby accepts, a nonexclusive, nontransferable, limited and revocable license to copy, display, use and transmit on and via the Internet the Company Mark on the Expo Center Site for the purposes stated above and additionally

to advertise, promote and sell Company's hotel accommodation services in Travis County (the "License").

1.2 Subject to the terms of this Agreement, County hereby grants to Company, and Company hereby accepts, a nonexclusive, nontransferable, limited and revocable license to use a designated area on the Expo Center Site for the display of the Company Mark for the purposes stated above.

1.3 Subject to the terms of this Agreement, County hereby agrees to create and provide on the Expo Center Site a hypertext reference link ("Link") to the initial, top level display of the Company Site, as identified by the following Uniform Resource Locator ("URL"): <http://www.hyattplaceaustinnorthcentral.com> and solely for the purpose of linking the Company Site to the Expo Center Site and solely for the duration of the Initial License Term, or any Renewal License Term, as such terms are defined in Section 4 hereof.

1.4 Subject to the terms of this Agreement, County hereby agrees to provide the Company Mark in a designated area on the Expo Center Site for the duration of the Initial License Term or any Renewal License Term. County shall have sole discretion in determining the location of the Company Mark on the Expo Center Site, as well as the size and general placement of the Company Mark as they appear on the Expo Center Site.

2.0 LICENSES AND PROPRIETARY RIGHTS

2.1 Company Mark. For purposes of this Agreement, the "Company Mark" shall mean the distinctive logo used exclusively by Company for purposes of advertising, promoting and selling its hotel accommodation services. The term "Company Mark" shall include the rectangular design of the Company logo, together with all words, symbols and graphics included therein, as such logo is reproduced and shown on **Exhibit A**, attached hereto and made a part hereof.

2.2 Marks. Without conveying any right, title or interest, County and Company hereby agree that either party may make accurate informational references to the other party's tradenames, trademarks or service marks (collectively, "Marks") in connection with performance of this Agreement, including without limitation, references in promotional materials, notices, and advertisements of the Expo Center Site and the Company Site, subject to the condition that County and Company shall promptly cease any use of any Mark owned by either party upon: (i) termination or expiration of this Agreement for any reason; or (ii) receipt of notice from the other party of abandonment of or dispute relating to any such Mark (except that neither party shall be required to alter any materials first published prior to the date of receipt of such notice). In the

event that either party makes references to the other party's Marks that are inaccurate or otherwise incorrect, then the owner thereof may notify the other party of the necessary correction(s), and the party receiving such notice shall implement such corrections as soon as reasonably practicable.

2.3 In connection with the granting of the License, and subject to the confidentiality provisions contained in this Agreement, Company shall provide to County certain materials, including software (in object code or source code form), script, programming code, data, information, HTML code, images, graphics and multimedia files and/or text necessary to copy, display, use and transmit the Company Mark for presentation on the Expo Center Site and to facilitate the Links. Notwithstanding the foregoing, other than as stated herein County may not alter, modify or change the Company Mark for any reason, nor shall this Agreement or the License be construed under any circumstances as granting County any rights with respect to the editorial content of the Company Site and all such rights shall remain in Company.

2.4 County's Proprietary Rights. Company agrees that County has originally developed all information and content displayed on the Expo Center Site, including, without limitation, all content, text, images, software, media and other materials therein, and that all such information and content is proprietary to or licensed by County, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed without the express prior written consent of County. Company further agrees that County shall retain all proprietary rights in and to the Expo Center Site information and content, and to all legally protectable elements, derivative works, modifications and enhancements thereto or therein, whether or not developed by County or any contractor, subcontractor or agent for County.

2.5 Company's Proprietary Rights. County agrees that Company has originally developed all information and content displayed on the Company Site, including, without limitation, all content, text, images, software, media and other materials therein, and that all such information and content is proprietary to or licensed by the Company, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed without the express prior written consent of Company. County further agrees that Company shall retain all proprietary rights in and to the Company Site information and content, and to all legally protectable elements, derivative works, modifications and enhancements thereto or therein, whether or not developed by Company or any contractor, subcontractor or agent for Company.

3.0 CONFIDENTIAL INFORMATION; LIMITATIONS

3.1 In connection with the granting of the License, Company may provide to County certain confidential, proprietary and trade secret business or technical information of Company or third persons in connection with the License granted hereunder (the "Confidential Information"). Confidential Information shall be delivered to Roger El Khoury, M.S., P.E., Director of the Expo Center (the "Director"), or his successor or designee, unless the Director instructs otherwise. Confidential Information shall be clearly marked and designated as "Confidential." County agrees to preserve the confidentiality of all Confidential Information that is provided by Company in connection with this Agreement, and shall not, without the prior written consent of Company, disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in performance of its obligations or in exercising its rights under this Agreement, any Confidential Information of Company. County shall exercise a commercially reasonable level of care to safeguard Confidential Information of Company against improper disclosure or use.

3.2 Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by 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 State Attorney General's Office.

3.3 County agrees that it will not: (i) display or use a Link to the Company Site in a manner that causes the Company Site or any portion of its content to display within a frame, be associated with any advertising or sponsorship not part of the Company Site, or otherwise incorporate the Company Site content into a third-party website; and/or (ii) link to the Company Site through any other URL or mirrored site.

4.0 TERM

4.1 The term of this Agreement shall be for one twelve (12)-month period, commencing on _____, 2011 and terminating on _____, 2012 unless sooner terminated by either party as provided herein (the "Initial License Term").

4.2 The parties shall have the option by mutual agreement to extend the term of this Agreement for five (5) successive one-year periods (each a "Renewal License Term"), or otherwise as agreed by the parties, unless sooner terminated by either party as provided herein. To be effective, an option shall be exercised in writing by the parties at least thirty (30) days prior to the expiration of this Agreement or any extension.

5.0 CONSIDERATION.

5.1 In consideration of this Agreement, Company shall pay County a display and linking fee (the "License Fee") in the amount of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per month, due and payable on a quarterly basis. The License Fee for the Initial License Term, in the amount of FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00) shall be paid upon commencement of the Initial License Term, as set forth above, with subsequent payments due and payable every three (3) months thereafter. Payment of the License Fee for any Renewal License Term shall be structured similarly.

5.2 County shall have the right, in County's sole discretion, to increase the License Fee during any Renewal License Term; provided, however, that County shall notify Company of any such License Fee increase at least sixty (60) days prior to the expiration of the immediately preceding Initial License Term or Renewal License Term.

6.0 GUARANTY OF TITLE; CONTENT WARRANTY; AND INDEMNIFICATION.

6.1 Company warrants that: (i) Company has the entire right, title and interest in and to the Company Mark and the Company Site; (ii) Company has the right and authority to grant the License described herein; and (iii) Company has the full power and authority to enter into and perform its obligations under this Agreement.

6.2 Company further warrants that the Company Site does not and shall not contain any content, data, work, materials, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and that the Company Site does not and shall not contain any content, data, work, materials, link, advertising or services that is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County. In the event Company breaches or in any way fails to honor any of the foregoing warranties, County shall have the right to terminate this Agreement immediately.

6.3 COMPANY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, ARISING IN WHOLE OR IN PART OUT OF OR IN CONNECTION WITH THE RIGHTS GRANTED OR SERVICES PERFORMED UNDER THIS AGREEMENT OR WITH ANY CLAIM, DEMAND, OR SUIT ASSERTING THAT COUNTY'S DISPLAY OF THE COMPANY MARK OR FACILITATION OF THE LINK INFRINGES OR VIOLATES ANY COPYRIGHT, PATENT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

7.0 TERMINATION

7.1 Termination for Default. Failure by Company to perform any provisions of this Agreement shall constitute a breach of this Agreement. County may require corrective action within ten (10) days after date of receipt by Company of written notice from County citing the nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) days shall constitute a default. All notices for corrective action, breach, default or show cause shall be issued by County and all replies shall be made in writing to County at the address shown below. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default. In the event of termination for default, County, its agents, employees or representatives shall not be liable for loss of any profits anticipated to be made hereunder.

7.2 Termination for Convenience. In addition, County may terminate this Agreement upon thirty (30) days written notice for any reason deemed by the Travis County Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of termination for convenience, County, its agents, employees or representatives shall not be liable for loss of any profits anticipated to be made hereunder.

7.3 License Fees. Company acknowledges and agrees that any and all License Fees paid under this Agreement shall be deemed fully earned and non-refundable upon payment, notwithstanding termination of this Agreement for any reason.

7.4 County Responsibilities upon Termination. Upon any termination or expiration of this Agreement, County agrees to immediately disengage, sever and remove the Link created and provided hereunder.

8.0 AMENDMENT

8.1 Any change to the terms of this Agreement or its exhibits shall be made in writing and shall be signed by both parties. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

9.0 NON-WAIVER AND RESERVATION OF RIGHTS

9.1 No act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party 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.

9.2 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 hereunder. 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.

10.0 ASSIGNMENT

10.1 All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, County and Company and their respective successors, but neither this Agreement nor the rights and obligations of any of the parties hereunder shall be assigned or otherwise transferred to any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government (or agency for political subdivision thereof) without the prior written consent of the other party (which consent shall not be unreasonably withheld).

11.0 NOTICES

11.1 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.

11.2 Company Address. The address of Company for all purposes under this Agreement shall be:

Hyatt Place Austin North Central
7522 North IH-35
Austin, Texas 78752
Attn: Stephanie Titus Boepple, Sales Manager
(512) 323-2121
stephanie.boepple@hyatt.com

11.3 County Address. The address of 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

And

Roger El Khoury, M.S., P.E.
Director
Travis County Exposition Center
7311 Decker Lane
Austin, Texas 78724
(512) 854-4900

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

12.0 MEDIATION

12.1 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 someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

13.0. VENUE AND CHOICE OF LAW

13.1 All obligations and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement is 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

14.0 SEVERABILITY

14.1 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.

15.0 ENTIRE AGREEMENT

15.1 This Agreement represents the sole, entire and integrated Agreement between County and Company with respect to the subject matter herein and supersedes any and all prior negotiations, representations or agreements, either oral or written.

IN WITNESS WHEREOF, County and Company 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: _____

COMPANY:

HYATT PLACE AUSTIN NORTH CENTRAL

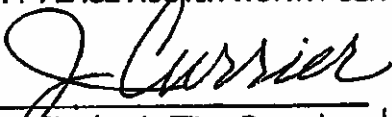
By: 
Name: ~~Stephanie Titus Boepple~~ JENNIFER CURRIER
Title: Sales Manager
Date: ~~NO~~ MAY 2011

Exhibit A

**Company Mark
(attached)**



HYATT PLACE[®]

Austin – North Central
7522 N. I-35, Austin, TX 78752

[BOOK NOW](#)

888 HYATT HP (888 492 8847)
Ask for the Expo Center Rate: TRVE



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session

Prepared By: Dan Mansour, Human Resources Management, 854-9499

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

Sponsors: County Judge Sam Biscoe

AGENDA LANGUAGE:

A. Discuss and take appropriate action to approve two new members to the Employees Health Benefits Fund Appeal Panel

B. Discuss and take appropriate action to post an Appeal Panel Hearing as required by Chapter 17, Section 17.050, on May 18, 2011 at 2:00 P.M. located in the HRMD Conference Room, 1010 Lavaca, Second Floor, Austin, Texas, to hear the following appeals:

1. Adjudicate appeal of dental procedure excluded in the Travis County Employees Health Fund benefits plan.
 2. Adjudicate appeal of medical treatment counter indicated for diagnosis presented.
-

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

A. The last appeal panel hearing occurred in 2005. Panel members from that hearing have not had need to meet consequently only one member remains on the panel. Two nominees presented for panel members carry credentials as medically trained and licensed in their respective disciplines and currently assigned as crew members at StarFlight operations:

Kristin McLain, R.N.

Patrick Phillips, E.M.T.

A medical provider experienced with the medical issue being appealed will be available as a resource at all hearing.

B. The Hearing will be called to order followed by reading each appeal into the record. The hearing will recess to executive session where rules for Protected Health Information will be enforced. The following appeals are scheduled for hearing:

1. Adjudicate appeal of dental procedure excluded in the Travis County Employees Health Fund benefits plan.
2. Adjudicate appeal of medical treatment counter indicated for diagnosis presented.

STAFF RECOMMENDATIONS:

Staff Recommends approval of panel nominees and scheduling of the appeals panel.

ISSUES AND OPPORTUNITIES:

Both appeals have complied with preliminary requirements before filing their appeals under Chapter 17, Section 17.050.

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact is expected from action taken on this item.

REQUIRED AUTHORIZATIONS:

Human Resources Management PM	Dan Mansour	Completed	05/10/2011 3:49
County Attorney's Office PM	Barbara Wilson	Completed	05/10/2011 6:05
Human Resources Management AM	Diane Blankenship	Completed	05/11/2011 8:12
Planning and Budget Office PM	Rodney Rhoades	Completed	05/10/2011 3:52
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Human Resources Management Department

1010 Lavaca

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-9757

Backup Memorandum

Date: May 11, 2011

To: Members of the Commissioners Court

Via: Rodney Rhoades, County Executive, Planning and Budget Office

From: Diane Blankenship, Director, HRMD
Dan Mansour, Risk and Benefits Manager, HRMD

Subject: Employees Health Benefits Fund Appeal Panel

Proposed Motion:

A. Discuss and take appropriate action to approve two new members to the Employees Health Benefits Fund Appeal Panel

B. Discuss and take appropriate action to post an Appeal Panel Hearing as required by Chapter 17, Section 17.050, on May 18, 2011 at 2:00 P.M. located in the HRMD Conference Room, 1010 Lavaca, Second Floor, Austin, Texas, to hear the following appeals:

1. Adjudicate appeal of dental procedure excluded in the Travis County Employees Health Fund benefits plan.
2. Adjudicate appeal of medical treatment counter indicated for diagnosis presented.

Staff Recommendation:

Staff Recommends approval of panel nominees; and posting of the appeals panel hearing date.

Background:

A. The last appeal panel hearing occurred in 2005. Panel members from that hearing have not had need to meet, consequently only one

member remains on the panel. Two nominees presented for panel members carry credentials as medically trained and licensed in their respective disciplines and currently assigned as crew members at StarFlight operations:

- Kristin McLain, R.N.
- Patrick Phillips, E.M.T.

A medical provider experienced with the medical issue being appealed will be available as a resource at all hearing.

B. The Hearing will be called to order followed by reading each appeal into the record. The hearing will recess to executive session where rules for Protected Health Information will be enforced. The following appeals are scheduled for hearing:

1. Adjudicate appeal of dental procedure excluded in the Travis County Employees Heath Fund benefits plan.
2. Adjudicate appeal of medical treatment counter indicated for diagnosis presented.

Budgetary and Fiscal Impact:

No fiscal impact is expected from action taken on this item.

REQUIRED AUTHORIZATIONS:

Human Resources Management	Dan Mansour	Completed	05/10/2011
County Attorney's Office	Barbara Wilson	Completed	05/10/2011
Human Resources Management	Diane Blankenship	Completed	05/11/2011
Planning and Budget Office	Rodney Rhoades	Completed	05/10/2011
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Attachments:

Chapter 17, Section 17.050

Chapter 17, Appeal Process

§ 17.050 Procedure For Invoking The Appeal Process

- (a) The determination of whether an appeal is to be approved is in the discretion of the panel of the Appeals Committee that considers the appeal.
- (b) Commissioners Court shall establish an Appeals Committee. The Appeals Committee shall be composed of licensed medical practitioners, with knowledge and experience in varied areas of medicine and the Risk Manager. Commissioners Court shall appoint the members of the Appeals Committee as needed to serve until the appointee resigns.
- (c) A panel of three members of the Appeals Committee shall determine each appeal. The Risk Manager shall establish a panel of the Appeals Committee within one business day after receipt of an appeal. Each panel shall include at least one licensed medical practitioner with expertise that is appropriate to the medical issue being appealed. In addition, each panel shall include the Risk Manager. In addition to the members of the panel, there will be a representative of the County Attorney at each appeal hearing. This representative does not have the right to vote on the determination of any appeal. Notice of the meetings of a panel of the Appeals Committee shall be posted in compliance with the Texas Open Meetings Act. TEX. GOV'T CODE ANN., ch. 551.
- (d) All information provided in any appeal filed and all discussions about any appeal by panels of the Appeal Committee shall be kept confidential.
- (e) Employees shall not file an appeal under this section until all appeal procedures available through the Claims Administrator have been exhausted.
- (f) Appeals must be filed with the Risk Manager at HRMD within 30 days after receipt of a final written denial of benefits from the Claims Administrator. Appeals must be in writing and provide at least the following:
 - (1) The name and the social security number of the employee,
 - (2) The name of the person whose care is being appealed,
 - (3) The name and address of the medical providers involved,
 - (4) A clear statement of the level of service requested and the amount of indemnity requested,
 - (5) A detailed explanation of the reasons that the appeal should be considered,
 - (6) Copies of all documents previously submitted for consideration to the Claims Administrator for review of the Claim,

- (7) An authorization for release of medical information to the Risk Manager, the panel of the Appeals Committee hearing the appeal, and the County Attorney advising the panel, and
- (8) An authorization for review and discussion of medical information by the Risk Manager, the panel of the Appeals Committee hearing the appeal, and the County Attorney advising the panel as necessary to hear and determine the appeal.
- (g) Appeals should be enclosed in a sealed envelope or a sealed box and marked “Confidential Appeal” to facilitate maintaining the confidentiality of the information provided. Appeals so marked shall not be opened by anyone except the Risk Manager or the Director of HRMD.
- (h) A panel of the Appeals Committee shall hear the appeal and make a determination about the appeal and issue a written decision with reasons for it within 7 business days of receiving a completed, written appeal. Written decisions of a panel of the Appeal Committee shall not include personal identification information. The Employee filing the appeal may be present and is allowed to present information to the Appeals Committee. The Employee filing the appeal may present information to the Appeals Committee in writing. The Employee filing the appeal may also present information in person at the hearing of the appeal.
- (i) HRMD is responsible for facilitating the hearing process, including setting the time, location, and agenda; posting any notices required by the Texas Open Meetings Act (TEX. GOV'T CODE ANN., ch. 551); preparing copies of the appeals for the members of the panel; providing medical expertise as needed by the members of the panel; and providing the clerical assistance for preparation of the written decision of the panel. All personal identification information shall be redacted before distribution to the panel.

Travis County Commissioners' Court Agenda Request

Meeting Date: May 17, 2011

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

Consider and take appropriate action on Travis County redistricting matters, including:

- A. Principles to guide the redistricting process; and
- B. Discussion and possible adoption of an updated timetable for the redistricting process.

C. Sponsor: _____
County Commissioner or County Judge

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

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

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

The Honorable David Escamilla
 Travis County Attorney
 Phone: 954-9165
 Email: <mailto:David.Escamilla@co.travis.tx.us> David.Escamilla@co.travis.tx.us

Deece Eckstein

Coordinator, Intergovernmental Relations
Phone: 854-9754
Email: Deece.Eckstein@co.travis.tx.us

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: Rodney.Rhoades@co.travis.tx.us

The Honorable Judge Yvonne Williams
Justice of the Peace, Precinct 1
Phone: 854-7700
Email: Yvonne.Williams@co.travis.tx.us

The Honorable Judge Glenn Bass
Justice of the Peace, Precinct 2
Phone: 854-4545
Email: Glenn.Bass@co.travis.tx.us

The Honorable Judge Susan Steeg
Justice of the Peace, Precinct 3
Phone: 854-6763
Email: Susan.Steeg@co.travis.tx.us

The Honorable Judge Raül Arturo González
Justice of the Peace, Precinct 4
Phone: 854-9479
Email: Raul.Gonzalez@co.travis.tx.us

The Honorable Judge Herb Evans
Justice of the Peace, Precinct 5
Phone: 854-9050
Email: Herb.Evans@co.travis.tx.us

The Honorable Danny Thomas
Constable, Precinct 1
Phone: 854-7510
Email: Danny.Thomas@co.travis.tx.us

The Honorable Adan Ballesteros
Constable, Precinct 2
Phone: 854-4515
Email: Adan.Ballesteros@co.travis.tx.us

The Honorable Richard McCain
Constable, Precinct 3
Phone: 854-2100
Email: Richard.McCain@co.travis.tx.us

The Honorable Maria Canchola
Constable, Precinct 4
Phone: 854-9488
Email: Maria.Canchola@co.travis.tx.us

The Honorable Bruce Elfant
Constable, Precinct 5
Phone: 854-9100
Email: Bruce.Elfant@co.travis.tx.us

The Honorable Dana DeBeauvoir
Travis County Clerk
Phone: 854-9188
Email: Dana.Debeauvoir@co.travis.tx.us

The Honorable Nelda Wells Spears
Travis County Tax Assessor Collector
Phone: 854-9742
Email: NeldaWells.Spears@co.travis.tx.us

Melinda Avey
GIS Coordinator, Travis County Tax Assessor-Collector/Voter Registrar
Phone: 854-4454
Email: Melinda.Avey@co.travis.tx.us

Daniel Bradford, Assistant County Attorney
Travis County Attorney's Office
Phone: 854-9415
Email: Daniel.Bradford@co.travis.tx.us

Elizabeth Corey, Purchasing Agent Assistant
Travis County Purchasing Agent Assistant
Phone: 854-9700
Email: elizabeth.corey@co.travis.tx.us

Mary Fero
Elections Management Coordinator, Travis County Clerk
Phone: 854-3293
Email: Mary.Fero@co.travis.tx.us

Gail Fisher

Item # _____

Elections Division Director, Travis County Clerk
Phone: 854-9193
Email: Gail.Fisher@co.travis.tx.us

David Lamp'l
Project Manager, ITS
Phone: 854-6083
Email: David.Lamp'l@co.travis.tx.us

David Shore
GIS Coordinator, TNR
Phone: 854-9383
Email: DAVID.SHORE@co.travis.tx.us

GUIDELINES FOR THE TRAVIS COUNTY COMMISSIONERS COURT 2011 REAPPORTIONMENT PROCESS

To assure that the 2011 Travis County redistricting process of Commissioner, Justice of the Peace, Constable and Election Precincts is carried out in an open, fair, and efficient manner, and meets all legal requirements, we, the Commissioners Court of Travis County, do hereby adopt the following guidelines:

1. In accordance with the principle of “one-person, one-vote,” districts shall be drawn to assure that, as close as reasonably and legally possible, all Commissioners’ Precincts shall have an equal population in each precinct. However, because precisely equal population balance may prove impossible or impractical, the Court will prefer a plan in which the total variation between the largest and smallest Commissioners’ Precincts is no greater than 10 percent. Plans should show the total population and voting age population, according to the official 2010 U.S. Census, for each proposed precinct, including subtotals for African Americans, Hispanics, Asians, Anglos and other population groups.

2. This Commissioners Court will not consider any plan that violates any court decision, federal statute or federal regulation regarding the status or treatment of any protected racial, ethnic or language minority.

Specifically, any plan should meet all requirements of Section 5 of the Voting Rights Act and should not intentionally dilute the voting strength of protected minorities, under the United States Constitution or Section 2 of the Voting Rights Act, by fragmenting, packing, or in any other constitutionally impermissible method.

3. This Court shall follow all Texas Constitutional and statutory guidelines.

4. This Court shall adhere to traditional redistricting principles, including, but not limited to:

a. Districts should be composed of territory that is reasonably compact and contiguous.

b. Within the constraints of the guidelines (1), (2) or (3), districts should preserve historic boundaries, and should recognize clearly identifiable communities of interest and social, political, economic, geographic or service interests.

5. To the extent permissible under the law, this Court may take into consideration the interests of incumbents and political voting patterns.

6. This Court shall maintain the current number of five (5) Justice of the Peace / Constable Precincts.

7. To the extent possible under the law, this Court may take into consideration the desire to equalize workload among Justice of the Peace / Constable Precincts.

8. In the drawing of election precincts, the Court will make every reasonable effort to create election precincts and locate polling places in such a way as to maximize the opportunity for all voters to participate in the electoral process.

9. To assure a process that is fair and open to all concerned parties, the Court shall take the following steps:

- a. No final plans shall be adopted without at least one well-publicized public hearing.
- b. All public records (minutes, testimony, debates, formal resolutions or orders, publicly presented plans, and clippings of press coverage) shall be fully and thoroughly maintained in a manner that makes them accessible to all interested parties.
- c. The Court will consider all plans presented, whatever their source, before adoption of final plan. Plans, however, must contain clearly drawn maps and population counts based upon the 2010 Census data as available to the block level.

10. The final submission to the U.S. Justice Department under the provisions of the Voting Rights Act of 1965 as amended, as fully as reasonably possible, provide enough information to comply with both the letter and the spirit of all provisions of the Act and all Justice Departments regulations.

ADOPTED: _____

SAMUEL T. BISCOE, County Judge

RON DAVIS
Commissioner, Precinct One

SARAH ECKHARDT
Commissioner, Precinct Two

KAREN HUBER
Commissioner, Precinct Three

MARGARET GÓMEZ
Commissioner, Precinct Four

ATTEST:

Dana DeBeauvoir, County Clerk

OVERALL TIMETABLE FOR TRAVIS COUNTY REDISTRICTING PROCESS – 2010-11
(Commissioners Court actions in bold)
(Actual dates in red) (New proposed dates in blue)

September- November Development and Approval of a Request for Services (RFS)

- September 14** Assemble, approve a project management team
- September Stakeholders meetings with elected officials and with the public
- October Working group prepares a draft RFS
- November 9** Commissioners Court approves RFS
- November 16**

November - February Evaluation and Negotiation Process and Approval of Contract with vendor

- November-December Purchasing publishes RFS, receives proposals
- January-February Evaluation team to review proposals, select finalist, negotiate contract
- February 8** Commissioners Court approves contract with vendor
- April 19**

May - June Research and development of a first draft of redistricting plan

- May – June** Vendor gathers data, monitors legislative processes
- May 26** Commissioners Court adopts principles to guide the redistricting process
- Mid-June** Vendor presents first draft of plan(s) to Commissioners Court
- June - July** Public hearings and revision of plan(s) as necessary
- August 9** Commissioners Court adopts plan(s)

September – November Department of Justice review, implementation of plan(s)

- September 10** Commissioners Court approves pre-clearance submission to the Department of Justice
- October-November Justice Department review, approval of redistricting plan(s)
- December 3 Filing begins for March 6, 2012 primary elections



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Danny Hobby, Emergency Services, 854-4416
Elected/Appointed Official/Dept. Head: Danny Hobby, County Executive
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF AGREEMENT BETWEEN SETON FAMILY OF HOSPITALS ("SETON") AND TRAVIS COUNTY ("COUNTY") REGARDING CONTRIBUTION TO TRAVIS COUNTY AND FACILITIES RELATED TO USE OF STAR FLIGHT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached materials.

STAFF RECOMMENDATIONS:

See attached letter for staff recommendation.

ISSUES AND OPPORTUNITIES:

See attached materials.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Emergency Services	Danny Hobby	Completed	05/10/2011 8:51 AM
County Attorney's Office	Barbara Wilson	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager, Emergency Services

Date: May 9, 2011

Subject: Memorandum of Agreement between Seton Family of Hospitals and Travis County

Please find attached a Memorandum of Agreement (“MOA”) between Seton Family of Hospitals (“Seton”) and Travis County (“County”) reflecting the commemoration and finalization of the continuing relationship between Seton and STAR Flight and the offer Seton has extended to STAR Flight.

This MOA, once signed by both parties, will complete the entire agreement between the parties when two letters of agreement (see attached) were entered into by Seton and Travis County, dated January 27, 2010 and finally executed on October 19, 2010.

Please let me know if additional information is needed.



TO: Travis County Commissioners Court
FROM: Seton Family of Hospitals ("Seton")
RE: *STAR Flight* Program Cooperation ("STAR Flight")
DATE: May 2, 2011

Please allow this Memorandum of Agreement to reflect the commemoration and finalization of the continuing relationship between Seton and *STAR Flight* and the offer Seton has extended to *STAR Flight*.

The two letters of agreement (attached hereto and incorporated by reference) entered into by Seton and *STAR Flight*, dated January 27, 2010 and finally executed on October 19, 2010, along with the additional terms contain in this Memorandum of Agreement, shall encompass the entire agreement between the parties. No waiver, change, or modification of this Memorandum of Agreement or the two attached letters of agreement is valid or binding unless agreed to in writing and signed by all parties.

Additional Terms

In addition to all the terms contained in the two attached letters of agreement, the parties agree to the following:

Insurance and Liability.

Throughout the entire term of this Agreement, County shall maintain commercial aviation liability insurance covering the services provided by County and its employees pursuant to this Agreement in the minimum amount of \$10 million on the helicopters used for *STAR Flight*.

Seton shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the services provided by Seton, the Seton Transport Team, and Seton's employees pursuant to this Agreement with coverage in the amounts set forth below:



General liability: Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate

Professional Medical Malpractice liability: Minimum coverage of \$1 million per occurrence, \$3 million annual aggregate

Termination.

If a breach of this Agreement is not cured within thirty (30) days after providing that breaching party written notice of the breach, any party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by one of the parties. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.

By signing this Memorandum of Agreement, I understand that it shall hereby constitute the entire agreement among the above named parties.

Seton Family of Hospitals

By: Greg Hartman
Greg Hartman
President

Date: 5-2-11

Travis County, Texas

By: _____
Samuel T. Biscoe
County Judge

Date: _____



January 27, 2010

Charles J. Barnett, FACHE
President & CEO

1345 Philomena Street, Ste. 402
Austin, Texas 78723
Office: (512) 324-1902
Fax: (512) 380-7557
cbarnett@seton.org

Members of the
Seton Family of Hospitals:

Dell Children's Medical
Center of Central Texas

Seton Cove

Seton Edgar B. Davis Hospital

Seton Health Plan

Seton Highland Lakes
Hospital

Seton Medical Center Austin

Seton Medical Center Hays

Seton Medical Center
Williamson

Seton Northwest Hospital

Seton Shoal Creek Hospital

Seton Southwest Hospital

University Medical Center
at Brackenridge

Clinical Education Center
at Brackenridge



To: Travis County Commissioners Court
From: Charles J. Barnett, FACHE
President & CEO, Seton Family of Hospitals
Subject: Gift to Travis County

Travis County has had a long history of cooperation and coordination with Brackenridge Hospital, now University Medical Center Brackenridge. Seton Family of Hospitals (Seton) feels it would be beneficial to expand that relationship.

In recent discussions about the goals and mission of both Seton and Travis County, we have discovered several potential opportunities for both of us.

SETON OFFER

The demands on Travis County are expected to increase over time and additional resources will become essential. In anticipation of that, Seton is making the following offer:

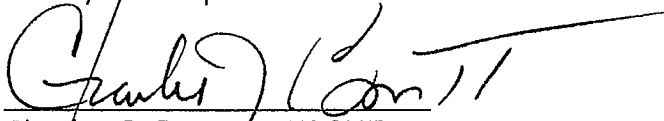
An unrestricted gift of \$3,200,000.00 would be provided over five years.

More specifically, Seton is offering:

GIFT

On the execution of a contract related to these matters in 2010, Seton will make an unrestricted payment of \$640,000.00 to Travis County. On or before January 15th of each of the following four years (2011-2014), Seton will make unrestricted payments of \$640,000.00.

Seton Family of Hospitals

By: 
Charles J. Barnett, FACHE
President and CEO

Date: 2.5.10

Accepted by:

Travis County, Texas

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

Date: 10-19-10



Seton
Family of Hospitals

January 27, 2010

Charles J. Barnett, FACHE
President & CEO

To: Travis County Commissioners Court
From: Charles J. Barnett, FACHE
President & CEO, Seton Family of Hospitals
Subject: STAR Flight Program Cooperation

1345 Philomena Street, Ste. 402
Austin, Texas 78723
Office: (512) 324-1902
Fax: (512) 380-7557
cbarnett@seton.org

Travis County through the STAR Flight program has had a long history of cooperation and coordination with Brackenridge Hospital, now University Medical Center Brackenridge. Seton Family of Hospitals (Seton) feels it would be beneficial to expand that relationship.

Members of the
Seton Family of Hospitals:

In recent discussions about the goals and mission of both Seton and STAR Flight, we have discovered several potential opportunities for both of us.

Dell Children's Medical
Center of Central Texas

SETON OFFER

Seton Cove

The demands on the STAR Flight program are expected to increase over time and additional resources will become essential. In anticipation of that, Seton is making the following offer:

Seton Edgar B. Davis Hospital

Seton Health Plan

Enhancements of helipads and related facilities over the coming five years as mutually agreed to at University Medical Center Brackenridge and Dell Children's Medical Center of Central Texas (hereafter: "Seton Medical Centers").

Seton Highland Lakes
Hospital

Seton Medical Center Austin

Seton Medical Center Hays

As a condition of this contribution, Seton is requesting the STAR Flight helicopters that are available to be in service would be exclusively based at the two Seton Medical Centers while waiting to be dispatched for service. Seton recognizes the STAR Flight program is operating one helicopter 24/7 and the other helicopter 12/7 and does not currently have plans to expand services beyond this.

Seton Medical Center
Williamson

Seton Northwest Hospital

Seton Shoal Creek Hospital

Seton Southwest Hospital

More specifically, Seton is offering:

University Medical Center
at Brackenridge

ENHANCEMENTS – University Medical Center Brackenridge (UMCB)

Clinical Education Center
at Brackenridge

Following execution of a contract related to these matters, Seton will meet with Star Flight to discuss and mutually agree to enhancements of helipads and related facilities at UMCB that may include the following projects:



Our mission inspires us to care for and improve the health of those we serve with a special concern for the sick and the poor.

We are called to be a sign of God's unconditional love for all and believe that all persons by their creation are endowed with dignity. Seton continues the catholic tradition of service established by our founders: Vincent de Paul, Louise de Marillac and Elizabeth Ann Seton.

1. Begin to remodel and update the existing crew quarters to provide:
 - Sufficient office space for 3 computer work stations,
 - Sufficient kitchen/break facilities to support three crew members 24/7 and ensure any existing safety issues are addressed,
 - Sleeping facilities that support three crew members 24/7, and
 - Sufficient storage space for medical supplies;
2. Explore expanding the helipad to increase available helicopter landing areas and improve safety; and
3. Update helipad lighting, paint/markings, safety nets, electrical, water to support increased flight volumes and improve safety.

ENHANCEMENTS – Dell Children’s Medical Center of Central Texas (DCMCCT)

Following execution of a contract related to these matters, Seton will meet with Star Flight to discuss and mutually agree to enhancements of helipads and related facilities at DCMCCT that may include the following projects:

1. Begin construction of an aircraft refueling system that is:
 - Capable of accepting 10,000 gallons of fuel
 - Accessible from both Dell helipads
 - Equipped with an electronic dispensing system similar to UMCB
2. Begin remodeling available space to serve as crew quarters to provide:
 - Sufficient office space for 3 computer work stations with connection to GAATN,
 - Sufficient kitchen/break facilities to support three crew members 24/7,
 - Sleeping facilities that support three crew members 24/7,
 - Sufficient storage space for medical supplies, including blood unless other options are easily accessible and approved by Seton Blood Bank, and
 - Parking for personal vehicles and STAR Flight vehicles near the crew quarters.
3. Provide the following enhancements and improvements for the existing helipads:

- Additional electrical service:
 - 4- 110 Volt outlets within close proximity to the east heli-pad, two of which support portable space heaters,
 - 1-220 Volt outlet to support the aircraft environment control unit;
- A water source for washing the helicopter on the heli-pad,
- Storage space near the heli-pad for:
 - aviation equipment (buckets, mops, cleaning equipment, fluids, extra stretchers, chairs etc) and
 - rescue equipment for rescue/fire fighting missions,
- Storage space for portable oxygen cylinders up to K size, and
- An eye wash station.

TRAVIS COUNTY STAR FLIGHT RESPONSE

In recognition of this contribution Travis County (County) agrees that it will have the exclusive home bases of the STAR Flight helicopters at each of the two Seton Medical Centers while these helicopters are available for service and awaiting dispatch. It is anticipated the location of the helicopter operating 24/7 will be determined from time to time based on need and service requirements. The other available helicopter will be located at the other Seton Medical Center.

Seton acknowledges any STAR Flight helicopters based at Seton Medical Centers remains a community asset and resource for residents not only of Travis County but also throughout the Central Texas region, it would serve the residents without bias related to ability to pay for the services, type of insurance coverage, or hospital destination or affiliation.

Seton acknowledges the Commissioners Court retains the control of the mission, dispatch protocols and priorities for the STAR Flight program. This may result in occasions when one or both of the helicopters may need to be temporally located elsewhere for rescue, firefighting or other emergency missions.

Seton acknowledges the continuation of the operation of the second helicopter and potential expansion of these operations to 24/7 will be at the sole discretion of the Commissioners Court during it's budget process and will based on future call volume and revenue.

Seton acknowledges the helicopters are subject to Federal Aviation Administration (FAA) requirements related to maintenance and operations and these may result in times when one or both of the

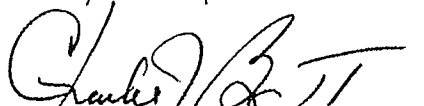
helicopters will need to be moved to another location for maintenance or protection from the weather.

DURATION

Travis County and Seton agree that the home bases of STAR Flight helicopters will exclusively be at the two Seton Medical Centers for the remainder of this decade as long as the heli-pad and related facilities provided are maintained in a manner compliant with the requirements of the FAA.

In conclusion, it is also understood by both Seton and Travis County that during this decade, this agreement does not preclude Seton and Travis County from making additional contributions and resources to the STAR Flight program.

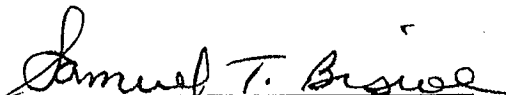
Seton Family of Hospitals

By: 
Charles J. Barnett, FACHE
President and CEO

Date: 2-5-10

Accepted by:

Travis County, Texas

By: 
Samuel T. Biscoe
County Judge

Date: 10-19-10



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Danny Hobby, Emergency Services, 854-4416
Elected/Appointed Official/Dept. Head: Danny Hobby, County Executive
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION FOR RECOMMENDATIONS REGARDING THE TRAVIS COUNTY FIRE MARSHAL: A. RE-APPOINT HERSHEL NOAH LEE AS TRAVIS COUNTY FIRE MARSHAL FOR A TERM CERTAIN NOT TO EXCEED 2 YEARS B. SET AN APPROPRIATE SALARY; AND C. APPROVE RENEWAL OF CURRENT BOND.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached letter.

STAFF RECOMMENDATIONS:

See attached letter for staff recommendation.

ISSUES AND OPPORTUNITIES:

See attached letter.

FISCAL IMPACT AND SOURCE OF FUNDING:

Amount of funding dependent on Court action.

REQUIRED AUTHORIZATIONS:

Emergency Services	Danny Hobby	Completed	05/10/2011 8:41 AM
County Attorney's Office	Barbara Wilson	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, Executive Manager Emergency Services

Date: May 9, 2011

Subject: Travis County Fire Marshal Re-Appointment

This memorandum is to recommend your re-appointment of Hershel Noah Lee, Travis County Fire Marshal, into the Travis County Fire Marshal position for a term of two years commencing May 19, 2011.

I have received very favorable commendations from various stakeholders (ESD Chiefs, AFD, STAR Flight, TCSO), and from his operational staff within the office. I feel Mr. Lee has shown the leadership within his office and with those whom he serves in the public safety community, including first responders from the various fire departments in the county.

Noted achievements have been new fire code enforcement guidelines for those who violate the fire code (the first such guidelines we have found state-wide); the adoption of the 2009 International Fire Code which took many hours of work with other fire agencies throughout the county; a new career ladder for deputies within the office; and convictions for arson cases taken forward through the legal process.

I also recommend your consideration of a salary increase for Mr. Lee. This position is exempt and does not have any exceptions for hours worked beyond 40 hours per week. Mr. Lee has shown this past term that he works many hours beyond his 40 hours and provides the leadership necessary for sensitive and high profile cases. Funding will need to come from allocated reserves since we do not have internal salary savings to contribute. I have possible salary options for your consideration if you wish to discuss this recommendation.

Lastly, I recommend the Court approve a renewal of his current bond. This will be handled through Risk Management once you give approval to the bond. The renewal bond will be effective from May 19, 2011 to May 19, 2012.

Thank you for your consideration in this matter.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Robert Resnick, County Clerk's Office, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Commissioners Court Minutes for the Voting Sessions of April 12 & 19, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

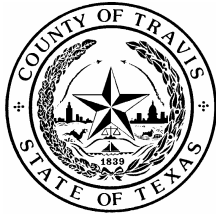
Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

County Clerk's Office	Susan Bell	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Travis County Commissioners Court Tuesday, April 12, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Roll Call

Meeting called to order on April 12, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Aleithia Artemis, Travis County Resident
Dr. John K. Kim, Travis County Resident
Ronnie Gjemre, Travis County Resident

Proclamations and Resolutions

1. Approve Proclamation recognizing wildfire awareness events in Travis County during the months of April and May 2011.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Lexie Maxwell, Information Officer, Texas Fire Service
Danny Hobby, County Executive, Travis County Emergency Services
Jim Linardos, Fire Chief, Emergency Services District #6 (ESD #6)

MOTION: Approve the Proclamation in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Special Items

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

MOTION: Take no action which leaves in place the outstanding order which expires on May 4, 2011.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

3. Receive presentation of Central Texas Regional Mobility Authority's Annual Report for Fiscal Year 2010.

Members of the Court heard from:

Mike Heiligenstein, Executive Director, Central Texas Regional Mobility Authority (CTRMA)
Morris Priest, Travis County Resident

MOTION: Receive the report in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

4. Approve contract award for professional architectural and engineering services for the new County Commissioners courtroom and offices (lower level, 1st and 2nd Floors-700 Lavaca), RFQ No. Q110120-RV, to the highest qualified respondent, Lawrence Group/GSC Architects.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent
David Stauch, President, HS&A

MOTION: Approve Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

5. Approve twelve month extension (Modification No. 1) to Contract No. PS100259RV, for Sentinel Lavaca Management Corporation for property management services.

RESULT: **ADDED TO CONSENT**

6. Authorize Purchasing Agent to commence negotiations with the highest qualified firm, LJA, Inc., in response to RFQ No. Q110113-LP, Gilbert Road extension design.

RESULT: **ADDED TO CONSENT**

7. Approve Modification No. 6 to Contract No. 10K00250LP, STR Constructors, for Milton Reimers Ranch Park.

RESULT: **ADDED TO CONSENT**

8. Authorize Purchasing Agent to commence negotiations with the highest qualified firm, Unintech Consulting Engineers, Inc., in response to RFQ No. Q110114-LP, Bridge 155 Replacement.

RESULT: **ADDED TO CONSENT**

9. Approve Change Order No. 2 to Job Order No. 8, for 700 Lavaca-ITS 4th floor remodel, Contract No. 10K00266RV, M2 Construction, for minor construction and renovation services.

Members of the Court heard from:

Rodney Rhoades, County Executive, Planning and Budget Office (PBO)
Roger El Khoury, Director, Facilities Management

MOTION: Approve Item 9.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

10. Consider and take appropriate action on main control panel upgrade at Building 100, Travis County Correctional Complex, as follows:

- a. Approve order exempting the purchase from Secure Control Systems, LLC, from the competitive procurement process pursuant to Section 262.024(a)(2) of the County Purchasing Act; and
b. Approve contract award for main control panel upgrade from Secure Control Systems, LLC.

RESULT: **ADDED TO CONSENT**

11. Consider and take appropriate action regarding issuance of Request for Services No. S110160-ML, parking management services at 3rd and Guadalupe.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent
Roger El Khoury, Director, Facilities Management
Danny Hobby, County Executive, Travis County Emergency Services
Tenley Aldrege, Assistant County Attorney

RESULT: **DISCUSSED** **Reset for: 4/19/2011**

12. Approve order authorizing the Travis County Purchasing Agent to utilize the "Alternative Project Delivery Methods for Certain Projects" (Tex. Local Gov't Code Ann. Chapter 271, Subchapter H, Section 271.111-271.121) to obtain services for the construction of the new County Commissioners Courtroom and offices at 700 Lavaca.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent

MOTION: Approve Item 12.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

13. Consider and take appropriate action on Request For Information (RFI) for public/private partnership for a new civil and family courthouse, and authorize Purchasing Agent to issue the RFI.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent
Rodney Rhoades, County Executive, PBO
Danny Hobby, County Executive, Travis County Emergency Services
John Hille, Assistant County Attorney

Judge Biscoe announced that Item 13 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Release the RFI for the 3P partners to work toward a release of an RFQ or RFS for owner representative, utilizing the same internal team to draft the RFQ or RFS with the RFI as a base document, with a deadline of May 31, 2011 or earlier, and to bring the draft back to the Court for approval on April 26, 2011.

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Samuel T. Biscoe, Judge

FRIENDLY

AMENDMENT: Add an Item on the April 26, 2011, Agenda to plan for a Work Session on April 28, 2011.

RESULT: **ACCEPTED**

MOVER: Samuel T. Biscoe, Judge

Clerk's Note: The Standing Motion was withdrawn

RESULT: **DISCUSSED**

Reset for: 4/19/2011

Transportations and Natural Resources Dept. Items

14. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 13 Block J in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

15. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 10 Block K in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

16. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 32 Block M in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

17. Consider and take appropriate action regarding a request for a License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park in Precinct Three. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

18. Consider and take appropriate action to name a 227 acre county-owned tract in appreciation for Sam Hamilton's work in establishing the Balcones Canyonlands Conservation Plan/Balcones Canyonlands Preserve to be named the Sam Hamilton Memorial Reserve. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

19. Consider and take appropriate action on the construction of floating habitable structures on Lake Travis. (Commissioner Huber)

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Stacey Scheffel, Flood Plain Manager, TNR
Jon White, Natural Resources Program Manager, TNR
Tom Nuckols, Assistant County Attorney

RESULT: DISCUSSED **Reset for: 4/26/2011**

20. Consider and take appropriate action regarding a request from the Austin Ridge Riders Mountain Bike Club for a License Agreement to host a bike race at Pace Bend Park in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action on a requested Agreement to Contribute Funds – Local Government with the Texas Department of Transportation for County financial participation in costs for planned roadway improvements to F.M. 973 in Precinct One. (Commissioner Davis)

Members of the Court heard from:

Steve Manilla, County Executive, TNR

MOTION: Approve Item 21.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

22. Consider and take appropriate action on a request by the Travis County Healthcare District d/b/a Central Health to amend the Fiscal Year 2011 Budget.

Members of the Court heard from:

Trish Young, President and Chief Executive Officer, Central Health
John Stevens, Chief Financial Officer (CFO), Central Health;

MOTION: Approve Item 22.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Planning and Budget Dept. Items

23. Consider and take appropriate action on budget amendments, transfers and discussion items.

MOTION: Approve Item 23.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

24. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- a. Ratify updated application to the Substance Abuse and Mental Health Services Administration, Center for substance abuse treatment, for Juvenile Probation to receive year two of a potential four year grant to continue to enhance the department's existing drug court;
- b. New application to the United States Department of Justice, Bureau of Justice Assistance, to create a re-entry designated court program managed by the Community Supervision and Corrections Department that will target high-risk probationers;
- c. Amendment to the agreement with the Texas Department of Housing and Community Affairs for Health and Human Services and Veterans Service Department to receive additional resources to provide household heating and cooling energy assistance to help low income families or individuals become energy self-sufficient under the Comprehensive Energy Assistance Program; and
- d. Amendment to the agreement with the Texas Department of Housing and Community Affairs that will provide additional resources and extend the grant term by four months for the Health and Human Services and Veterans Service Department to provide weatherization services and minor home repair assistance for low-income households under the American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program (WAP).

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action authorizing the County Judge to execute a Statement of Impact - Environmental Assessment for a home buyer assistance pilot program to be administered in Travis County by the Texas Department of Housing and Community Affairs.

RESULT: POSTPONED

Reset for: 4/19/2011

Administrative Operations Items

26. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,080,169.24, for the period of March 25 to March 31, 2011.

RESULT: ADDED TO CONSENT

27. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

28. Consider and take appropriate action on License Agreement to use the "Old County Jail" in the Heman Marion Sweatt Courthouse to film scenes for an independent film production on April 23-24, 2011.

RESULT: ADDED TO CONSENT

29. Consider and take appropriate action on request for funding to support renovation projects at 700 Lavaca to include:

- a. Architect/Engineering services plus additional scope for lower level, first and second floors;

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
David Stauch, President, HS&A
Cyd Grimes, Purchasing Agent

Rodney Rhoades, County Executive, PBO
Diana Ramirez, Budget Analyst, PBO

MOTION: Approve Item 29.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- b. Furniture funding to support departmental moves into facility; and

Members of the Court heard from:
Roger El Khoury, Director, Facilities Management

MOTION: Approve Item 29.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- c. Painting the 700 Lavaca parking garage.

Members of the Court heard from:
Roger El Khoury, Director, Facilities Management

MOTION: Approve Item 29.c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Other Items

- 30. Consider and take appropriate action on the recommendation to maintain the 700 Lavaca garage as a zoned facility for County employees for an additional six months, including:

- a. Update on Pilot;
- b. Implementation of trial period; and
- c. Revisions to current policy.

Members of the Court heard from:
Sydnia Crosbie, Lead Financial Analyst, TNR, and Chair, Parking Committee
Daniel Bradford, Assistant County Attorney, and Member, Parking Committee

MOTION: Approve the recommendations in Items 30.b–c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 31. Receive Annual Report for Fiscal Year 2010 from Travis County Pretrial Services Department as required by Texas Code of Criminal Procedure, Article 17.42, Section 6.

MOTION: Approve Item 31.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

32. Receive Travis County Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2010.

RESULT: **ADDED TO CONSENT**

33. Consider and take appropriate action on legislative matters, including:

- a. Update on legislative activities;
- b. Discussion of Travis County impacts of proposed state budget cuts in CSHB 1 and ancillary legislation;

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

RESULT: **DISCUSSED**

- c. Resolution in opposition to Senate Bill 971 and House Bill 1765, relating to an emergency public service messaging network;

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Approve the Resolution in opposition to SB 971 and HB 1765, relating to an emergency public service messaging network.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- d. House Bill 1844, relating to storage of local government records by the Texas State Library and Archives Commission;

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
Steven Broberg, Director, Records Management and Communication Resources (RMCR)
Daniel Barrera, representing Representative Ryan Guillen

MOTION: Approve supporting HB 1844, relating to storage of local government records by the Texas State Library and Archives Commission.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- e. House Bill 2702, relating to the application of statutes that classify political subdivisions according to population; and

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

Ronnie Gjemre, Travis County Resident

RESULT: DISCUSSED **Reset for: 4/19/2011**

- f. Amendments to the priorities, policy positions, and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

RESULT: DISCUSSED **Reset for: 4/19/2011**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

- Note 1: Gov't Code Ann 551.071, Consultation with Attorney*
- Note 2: Gov't Code Ann 551.072, Real Property*
- Note 3: Gov't Code Ann 551.074, Personnel Matters*
- Note 4: Gov't Code Ann 551.076, Security*
- Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

- 34. Consider and take appropriate action on an offer presented in contract form to sell approximately 30 acres of undeveloped land near the intersection of State Highway 130 and Onion Creek in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) ²

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the offer of \$300,000.00 for 30 acres of undeveloped land near State Highway 130 and Onion Creek; the funding source is the 2005 Bond Program.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 35. Consider and take appropriate action on an offer presented in contract form to sell approximately 3 acres of land near the intersection of U.S. Highway 183 South and Onion Creek in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) ²

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Counter their offer with \$167,000.00 for those three acres near the intersection of U.S. Highway 183 South and Onion Creek in Precinct Four; the funding source is the 2005 Bond Program.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner

SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

36. Consider and take appropriate action on offer for settlement of bond forfeiture cases from liquidator for Amwest Surety Insurance Co. and Far West Casualty Co. ¹

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

37. Receive briefing from County Attorney and take appropriate action regarding proposal for payment plan with Bruce Lipshy to pay the County under Lease Agreement at 700 Lavaca, Suite 405. ^{1 and 2}

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Counter the settlement offer with \$2,000.00 per week to pay off the \$115,000.00 debt.

RESULT: APPROVED [UNANIMOUS]

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

38. Consider and take appropriate action regarding the following lease agreements at 700 Lavaca:

Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

- a. University of Texas at Arlington;

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: Approve the termination of the lease in Item 38.a and authorize the County Judge to sign on behalf of the Court.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- b. Aguirre Roden, Inc.; and

MOTION: Approve this lease modification but not the request regarding right-to-terminate with 90 days notice.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- c. AustinSuites Management, Ltd. ^{1 and 2}

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: Authorize Legal, Facilities Management and other appropriate Staff to negotiate further with AustinSuites Management, Ltd to enable them to exercise their right of first offer.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 5, 6, 7, 8, 10.a–b, 14, 15, 16, 17, 18, 20, 24.a–d, 26, 27, 28, and 32.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Session of March 22, 2011.

Added Items

- A1. Receive briefing from County Attorney, authorize County Attorney to hire experts(s), and take appropriate action in Regina Jackson and Rudolf Williamson, Individually, and on Behalf of the Estate of Rachel Jackson, Deceased v. John A. Ford, M.D., and Travis County, Texas; Action No. A-10-CA-522-SS; (Requested by Plaintiff). (Executive Session pursuant to Gov't. Code Ann. 551.071 (1) (A) and 551.071 (1) (B)), Consultation with Attorney)

MOTION: Authorize the County Attorney's Office to contract with appropriate expert personnel necessary for this litigation, and they shall keep the Court posted as appropriate; the funding will be the Risk Management Office.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

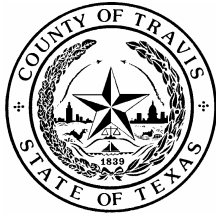
SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, April 19, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Roll Call

Meeting called to order on April 19, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Morris Priest, Travis County Resident

Special Items

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

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.

RESULT: DISCUSSED

Introductions

2. **Canceled – Reset to May 3, 2011.**
Introduce Abigail Smith, the new Chief Animal Services Officer at the Town Lake Animal Center.

RESULT: POSTPONED **Reset for: 5/3/2011**

Proclamations and Resolutions

3. Approve Resolution honoring the River City Youth Foundation's "Beacons of Light" (Los Faros de Luz) 28th Annual Youth Recognition Ceremony. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

Transportations and Natural Resources Dept. Items

4. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Shadowglen Phase One, Section 1(A) – 4(A), Section 5, Section 6, Section 7 and Section 8 – five subdivisions within Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on the request for an acceptance of dedication of street and drainage facilities for Park at Blackhawk Section 5, Section 6, and Park at Blackhawk II Phase 2B, three subdivisions in Precinct Two. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

6. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action authorizing the County Judge to execute a Statement of Impact - Environmental Assessment for a home buyer assistance pilot program to be administered in Travis County by the Texas Department of Housing and Community Affairs.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on request to:
 - a. Accept and open applications and good faith checks from local banks interested in being Travis County's Depository Bank; and
 - b. Authorize the Bank Depository Review Committee to review the applications and recommend a Depository Bank to the Court.

Members of the Court heard from:

Deborah Lauder milk, Investment Manager, Cash/Investment Management
Reagan Grimes, Senior Financial Analyst, Cash/Investment Management
Barbara Wilson, Assistant County Attorney

MOTION: Approve Items 8.a–b.

RESULT: **APPROVED [4 TO 0]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSTAIN: Ron Davis

Administrative Operations Items

9. 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 \$678,799.41 for the period of April 1 to April 7, 2011.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action on request to approve funding and minor renovation project at the Palm Square facility. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

12. Consider and take appropriate action regarding a reallocation of funding and restructuring of the Commitment to Change Program administered by the Counseling and Education Services Department.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Caryl Colburn, Director, Travis County Counseling and Education Services (TCCES)
Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP)
The Honorable Julie Kocurek, Judge, 390th District Court

MOTION: Approve Item 12.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Sarah Eckhardt

Purchasing Office Items

13. Approve contract award for consulting services relating to redistricting, RFS No. S110035-EC, to the highest qualified respondent, Roland L. Rios & Associates PLLC.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent
Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
Daniel Bradford, Assistant County Attorney

MOTION: Approve Item 13.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

Clerk's Note: The Court took a further vote to clarify the previous motion's intention regarding the contract.

MOTION: Approve the base contract of \$66,467.00 with the understanding that the Purchasing Agent will come back April 26, 2011, with any modifications.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

Clerk's Note: The Court noted an error in the Agenda language the corrected firm name is Rolando L. Rios & Associates PLLC.

14. Approve Modification No. 6 to Contract No. 08T00249NB, Smith Protective Services, Inc. for on-site security guard services.

RESULT: ADDED TO CONSENT

15. Approve Modification No. 1 to Contract No. PS110003EC, Workforce Solutions - Capital Area Workforce Development Board for Child Care Local Match Transfer Agreement.

RESULT: ADDED TO CONSENT

16. Approve Modification No. 17 to Contract No. PS980170JJ, Clean Air Force of Central Texas for improving air quality services.

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action regarding issuance of Request for Services No. S110160-ML, parking management services at 3rd and Guadalupe.

RESULT: ADDED TO CONSENT

18. Approve Modification No. 5 to Contract No. PS090110RE, Capital Investing in Development and Employment of Adults, Inc., for workforce development.

RESULT: ADDED TO CONSENT

19. Pursuant to Section 263.151 of the Texas Local Government Code, declare list of certain equipment as surplus property and sell at public auction.

RESULT: APPROVED WITHOUT OBJECTION

20. Consider and take appropriate action on the following matters in relation to the development of a new civil and family courthouse:

- a. Authorize Purchasing Agent to issue Request For Information with a specified due date;

Members of the Court heard from:
Cyd Grimes, Purchasing Agent

MOTION: Authorize the Purchasing Agent to issue the RFI with the caveat that the responses would not be reviewed until we have, pursuant to Item 20.c, made a selection on a Request For Services (RFS) for a Project Manager with financial expertise to provide us the information that we need to make a decision on how we are going to do the project to evaluate responses and other preparation. The deadline for the RFI will be June 30, 2011.

CLARIFICATION: Authorize the Purchasing Agent to issue the RFI with the responses not to be reviewed until an Owner Representative/Project Manager has been selected through Item 20.c, preparation of an RFS for an Owner Representative/Project Manager with expertise in financing projects of these types.

MOVER: Sarah Eckhardt, Commissioner

RESULT: **APPROVED [3 TO 2]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt
NAYS: Karen L. Huber, Margaret J. Gómez

Clerk's Note: By approving the above motion the Court authorized Staff to draft the RFS and bring it back to the Court for approval.

- b. Identify internal team to oversee RFI process, including evaluation of responses;

Members of the Court heard from:
 Cyd Grimes, Purchasing Agent
 Rodney Rhoades, County Executive, Planning and Budget Office (PBO)

MOTION: That the internal team be comprised of the following:

- Two representatives from PBO—one with expertise in finance and one from Planning;
- One representative from Facilities Management with expertise in construction negotiation and management;
- One representative from Transportation and Natural Resources (TNR) with expertise in park and transportation planning and construction management;
- Two representatives from the County Attorney's Office—one with expertise in land use and one with experience in contracts;
- One representative from the Purchasing Agent; and,
- One representative from the Auditor's Office.

FRIENDLY AMENDMENT: That PBO chair the internal team.
RESULT: **ACCEPTED**
MOVER: Samuel T. Biscoe, Judge

RESULT: **APPROVED [3 TO 2]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt
NAYS: Karen L. Huber, Margaret J. Gómez

- c. Preparation of Request For Solicitation for an owner's representative or outside P3 consultant;

Clerk's Note: Please refer to Item 20.a for action on this Item.

- d. Schedule Work Session; and

MOTION: Set the Work Session for May 5, 2011.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- e. Other issues related thereto.

RESULT: **DISCUSSED**

Clerk's Note: The Court indicated its intention to have a monthly agenda item related to this issue.

Other Items

21. Consider and take appropriate action on legislative matters, including:
- a. Update on legislative activities;
 - b. House Bill 2702, relating to the application of statutes that classify political subdivisions according to population;
 - c. House Bill 2979, relating to county authority to provide certain exemptions to restrictions on outdoor burning;
 - d. House Bill 1975, relating to the submission of election changes under Section 5 of the Voting Rights Act of 1965; and

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
Greg Knaupe, Legislative Consultant, Knaupe GR
Danny Hobby, County Executive, Travis County Emergency Services

RESULT: DISCUSSED

- e. Amendments to the priorities, policy positions, and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Adopt the proposed policy positions regarding support of legislation that would give Travis County more options for storage and maintenance of paper records and opposition of legislation that would reduce or eliminate local control over the placement and usage of digital electronic billboards.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

22. Consider and take appropriate action on request to approve Interlocal Agreement with Texas Department of Transportation to allow for electronic filing of crash reports.

Members of the Court heard from:

David Lampl, Project Manager III, Information and Telecommunication Systems (ITS)

MOTION: Approve Item 22.

RESULT: APPROVED [UNANIMOUS]

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

23. Consider and take appropriate action on request for two members of the Travis County Sheriff's Office Correctional Tactical Unit to use a county vehicle to transport tactical gear to Moundville, West Virginia to compete in the 2011 Mock Prison Riots.

RESULT: ADDED TO CONSENT

24. Consider and take appropriate action on acceptance of a donation of \$10,000 from the Downtown Austin Alliance for the Travis County District Attorney's Office.

RESULT: ADDED TO CONSENT

25. Receive annual report from Travis County Healthcare District d/b/a Central Health.

MOTION: Accept the report in Item 25.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

26. Receive presentation from the County Auditor regarding a public private partnership project (Brooklyn, New York), a recently constructed civil and family law courthouse (Charlotte, North Carolina) and issues and opportunities related thereto. (Commissioner Gomez)

Members of the Court heard from:

 Susan Spataro, Travis County Auditor

 The Honorable John K. Dietz, Judge, 250th District Court

RESULT: DISCUSSED

27. Consider and take appropriate action on an Interlocal Agreement to partner with the City of Austin on implementing zero-waste goals in Travis County. (Commissioner Eckhardt)

MOTION: Agree to partner, direct Staff to work with the City of Austin and bring back an Interlocal for final approval.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

28. Consider and take appropriate action regarding economic development agreement with Austin Executive Airport. ⁵

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Direct Staff to give the applicant the briefing that the Court received.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

29. Consider and take appropriate action on an offer presented to sell approximately 120 acres of undeveloped land near the intersection of State Highway 130 and Onion Creek in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) ²

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the purchase of the 120 acres for \$1.5M; the funding source is the 2005 Bond Program.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

30. Consider and take appropriate action on a counter-offer to sell approximately 3 acres of land near the intersection of U.S. Highway 183 South and Onion Creek in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) ²

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.

RESULT: **DISCUSSED**

31. Consider and take appropriate action on Economic Development Agreement for property tax rebates with FRV AE Solar, LLC (Webberville Solar Farm). (Commissioner Davis) ⁵

MOTION: Approve Item 31.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Sarah Eckhardt

Consent Items

MOTION: Approve the following Consent Items: C1–C2 and Agenda Items 3, 4, 5, 7, 9, 10, 11, 6, 14, 15, 16, 17, 18, 19, 23, and 24.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez

ABSENT: Sarah Eckhardt

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

Clerk's Note: The County Judge noted that it was necessary to take action on Item 11 before taking action on Item 6.

Added Items

A1. Receive briefing on the results of the cost benefit analysis for the Office of Parental Representation and the Office of Child Representation.

Members of the Court heard from:

Roger Jefferies, County Executive, JPS

Tonya Mills, Senior Planner, CJP

The Honorable Darlene Byrne, Judge, 126th District

Lori Kennedy, Managing Attorney, Office of Parental Representation (OPR)

The Honorable W. Jeanne Meurer, Judge, 98th District

Leslie Hill, Managing Attorney, Office of Child Representation (OCR)

RESULT: DISCUSSED

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Robert Resnick, County Clerk's Office, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Commissioners Court Minutes for the Voting Sessions of April 26 & May 3, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

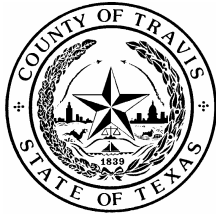
Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

County Clerk's Office	Susan Bell	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Travis County Commissioners Court Tuesday, April 26, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Roll Call

Meeting called to order on April 26, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Absent
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Clerk's Note: The Court expressed its condolences to the Aviles and Hurtado families at this time.

Additional Motion and Vote

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: Authorize Commissioner Gómez to sign on the behalf of Judge Biscoe for any of the business that comes before the Court.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe

Public Hearings

1. Receive comments for the following subdivision in Precinct Three: Lodge Acres Annex Number Two Revised Plat of Lots 67, 68, and 69 in Precinct Three (Revised Plat - one lot - 0.76 acres - Red Bird Trail). (Commissioner Huber) (Action Item #19)

MOTION: Open the Public Hearing.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Karen L. Huber, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

Citizens Communication

Members of the Court heard from:

Florencio Soliz, Chief, Emergency Services District # 4 (ESD # 4)
Andrew Alvarez, Firefighter Cadet Class 11
Frankie Alvarez, Firefighter Cadet Class 11
Jacob Austin, Firefighter Cadet Class 11
Gilbert Banda, Firefighter Cadet Class 11
Anthony Cortes, Firefighter Cadet Class 11
Michael Cortes, Firefighter Cadet Class 11
Cindy Dominguez, Firefighter Cadet Class 11
William Fritzinger, Firefighter Cadet Class 11
Adam Garza, Firefighter Cadet Class 11
Alan Kouri-Ordieres, Firefighter Cadet Class 11
Russell Lineham, Firefighter Cadet Class 11
Isaac Monteleone, Firefighter Cadet Class 11
Moises Rodriguez, Firefighter Cadet Class 11
Mason Royal, Firefighter Cadet Class 11
Juan Serrano, Firefighter Cadet Class 11
Albert Suarez, Firefighter Cadet Class 11
Zachary Wats, Firefighter Cadet Class 11
Christopher Westra, Firefighter Cadet Class 11
John Wilkins, Firefighter Cadet Class 11
Ronnie Gjemre, Travis County Resident
Gus Peña, Travis County Resident
John Shipley, Developer
Dr. John K. Kim, Travis County Resident

Special Items

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

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal
Dan Chapman, Chief Park Ranger, Transportation and Natural Resources (TNR)
John Hille, Assistant County Attorney

Clerk's Note: Commissioner Gómez announced that by taking no action, the prohibition against outdoor burning stays in place.

Proclamations and Resolutions

3. Approve Resolution recognizing the month of May 2011 as "Older Americans Month" in Travis County.

Members of the Court heard from:

Deborah E. Britton, Director, Community Services Division, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Fred Lugo, Social Services Program Administrator, Travis County Health, Human Services (TCHHS) and Director, Coming of Age
Penny Siedel, Chair, Coming of Age Board

MOTION: Approve the Resolution in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

4. Approve Resolution recognizing the month of May 2011 as "Mental Health Month" and May 3, 2011 as "Children's Mental Health Awareness Day" in Travis County.

Members of the Court heard from:
Christy Kuehn, The Children's Partnership
Sonia Hartman, Program Coordinator, Juvenile Probation

MOTION: Approve Resolution the Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

Planning and Budget Dept. Items

5. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:
Rodney Rhoades, County Executive, Planning and Budget Office (PBO)
Danny Hobby, County Executive, Travis County Emergency Services
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

6. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- a. Annual grant application to the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Task Force program in the Sheriff's Office; and

RESULT: **ADDED TO CONSENT**

- b. New agreement with the Texas Historical Commission for the Travis County Historical Commission to receive United States Department of the Interior, National Park Service resources for a cultural resources survey of rural properties in Eastern Travis County.

Members of the Court heard from:

Katie Gipson, Senior Budget Analyst, PBO

MOTION: Approve Item 6.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

7. Consider and take action on an Order authorizing the issuance and sale of Travis County, Texas, Unlimited Tax Road Bonds, Series 2011, in the aggregate principal amount of \$3,765,000; levying a tax in payment thereof; approving a bond purchase contract; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:

Ladd Pattillo, Travis County Financial Adviser
Richard Ramirez, Managing Director, First Southwest
Jessica Rio, Assistant Budget Manager, PBO
Rodney Rhoades, County Executive, PBO
Tim Deithloff, Associate, Vinson and Elkins

MOTION: Approve Items 7, 8, 9, and 10.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Samuel T. Biscoe

Clerk's Note: By approving the above Motion, the Court adopted an order to authorize the issuance of \$3,765,000.00 in Unlimited Tax Road Bonds, Series 2011, in Item 7.

8. Consider and take action on an Order authorizing the issuance and sale of Travis County, Texas, Permanent Improvement Bonds, Series 2011 (Limited Tax), in the aggregate principal amount of \$1,855,000; levying a tax in payment thereof; approving a purchase contract; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:

Ladd Pattillo, Travis County Financial Adviser
Richard Ramirez, Managing Director, First Southwest
Jessica Rio, Assistant Budget Manager, PBO
Rodney Rhoades, County Executive, PBO
Tim Deithloff, Associate, Vinson and Elkins

MOTION: Approve Items 7, 8, 9, and 10.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Samuel T. Biscoe

Clerk's Note: By approving the above Motion, the Court adopted an order to authorize the issuance of \$1,855,000.00 in Permanent Improvement Bonds, Series 2011 (Limited Tax), in Item 8.

9. Consider and take action on an order authorizing the issuance and sale of Travis County, Texas, Certificates Of Obligation, Series 2011 (Limited Tax), in the aggregate principal amount of \$21,310,000; levying a tax in payment thereof; approving a purchase contract; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:

Ladd Pattillo, Travis County Financial Adviser
Richard Ramirez, Managing Director, First Southwest
Jessica Rio, Assistant Budget Manager, PBO
Rodney Rhoades, County Executive, PBO
Tim Deithloff, Associate, Vinson and Elkins

MOTION: Approve Items 7, 8, 9, and 10.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Samuel T. Biscoe

Clerk's Note: By approving the above Motion, the Court adopted an order to authorize the issuance of \$20,355,000.00 in Certificates of Obligation, Series 2011 (Limited Tax), in Item 9.

10. Consider and take action on an order authorizing the issuance and sale of Travis County, Texas, Certificates Of Obligation, Taxable Series 2011 (Limited Tax), in the aggregate principal amount of \$22,600,000; levying a tax in payment thereof; approving a purchase contract; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:

Ladd Pattillo, Travis County Financial Adviser
Richard Ramirez, Managing Director, First Southwest
Jessica Rio, Assistant Budget Manager, PBO
Rodney Rhoades, County Executive, PBO
Tim Deithloff, Associate, Vinson and Elkins

MOTION: Approve Items 7, 8, 9, and 10.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Samuel T. Biscoe

Clerk's Note: By approving the above Motion, the Court adopted an order to authorize the issuance of \$22,715,000.00 in Certificates of Obligation Taxable, Series 2011 (Limited Tax), in Item 10.

11. Discuss and consider changes to expenditure budget control levels for FY 12 under new financial system.

MOTION: Approve Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

Administrative Operations Items

12. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,203,323.54 for the period of April 8 to April 14, 2011.

RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on the following items for Human Resources Management Department:

- a. Proposed routine personnel amendments; and

RESULT: ADDED TO CONSENT

- b. Non-routine request from the Travis County Constable Precinct Three Office for a variance to Travis County Code Chapter §10.0295, Peace Officer Pay Scale.

RESULT: POSTPONED

14. Consider and take appropriate action for funding of renovations on the Ned Granger Building 5th floor for the District Attorney Public Integrity Unit including move cost from 700 Lavaca Building to Ned Granger Building.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
Jim Barr, Senior Project Manager, Facilities Manager

MOTION: Approve Item 14.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Sarah Eckhardt, Commissioner

AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe

Purchasing Office Items

15. Approve Termination of Contract No. 09T00051RG with Ace Roadside Service for flat tire and tube repair services.

RESULT: ADDED TO CONSENT

16. Approve contract award for NE Metro Park, Phase III, Project 1, IFB No. B110124-LP, to the Low Bidder, Hardcore Shotcrete, Inc.

RESULT: ADDED TO CONSENT

17. Approve Modification No. 1 to Contract No. PS110119ML, Graves, Dougherty, Hearon & Moody for legal services.

MOTION: Approve Item 17.

RESULT: **APPROVED [3 TO 0]**

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSTAIN: Ron Davis

ABSENT: Samuel T. Biscoe

18. Approve contract award for re-roof of designated areas at 2201 Post Road facility, IFB No. B110312-DG, to the low bidder - QA Construction Services, Inc.

RESULT: ADDED TO CONSENT

Transportations and Natural Resources Dept. Items

19. Consider and take appropriate action for the following subdivision in Precinct Three: Lodge Acres Annex Number Two Revised Plat of Lots 67, 68, and 69 in Precinct Three (Revised Plat - one lot - 0.76 acres - Red Bird Trail). (Commissioner Huber)

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on the construction of floating habitable structures on Lake Travis. (Commissioner Huber)

Members of the Court heard from:

Steve Manilla, County Executive, TNR
John Shipley, Developer
Tom Nuckols, Assistant County Attorney

RESULT: DISCUSSED

21. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 21 Block L in Precinct Two. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

22. Consider and take appropriate action on the following items in Precinct Two:

- a. A final plat for recording: The Commons at Rowe Lane, Phase II-B Windmill Ranch Avenue fiscal has been posted with Travis County City of Pflugerville ETJ; and
- b. A Construction Agreement for The Commons at Rowe Lane, Phase II-B, Final Plat. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

23. Receive briefing on research based strategies for offender reentry by the Policy Research Project at the University of Texas LBJ School of Public Affairs.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Rena, Pacheco-Theard, Student, LBJ School of Public Affairs
Saba Danawala, Student, LBJ School of Public Affairs
Andrea Linzey, Student, LBJ School of Public Affairs
Unidentified Student, LBJ School of Public Affairs
Greg Mandell, Student, LBJ School of Public Affairs
Harry Lidner, Student, LBJ School of Public Affairs
Dr. Lew Spellman, Professor, LBJ School of Public Affairs

RESULT: DISCUSSED

Other Items

24. Consider and take appropriate action on legislative matters, including:
- a. Update on legislative activities;
 - b. House Bill 2979, relating to county authority to provide certain exemptions to restrictions on outdoor burning;
 - c. Legislation relating to local government authority to enter into public-private partnerships, including Senate Bill 1048 and House Bill 2432; and
 - d. Amendments to the priorities, policy positions, and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
Leroy Nellis, Budget Director, PBO
Tom Nuckols, Assistant County Attorney

RESULT: DISCUSSED

25. Consider and take appropriate action on a request for automatic payroll deduction or dues checkoff for the Travis County United Sheriff's Officer's Association. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

26. Consider and take appropriate action on the appointment of Bob Ayers to the Groundwater Stakeholder Committee replacing Madelyn Naber. (Commissioner Huber)

RESULT: ADDED TO CONSENT

27. Consider and take appropriate action on the appointment of Shirene Garcia to the Sustainable Food Policy Board, effective immediately through February 28, 2013. (Judge Biscoe)

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

28. Receive briefing from County Attorney and take appropriate action regarding proposal to purchase central Austin property owned by Travis County. (Commissioner Eckhardt) ^{1 and 2}

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Direct Staff to analyze the programmatic worth of the use to which we put this property.
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Karen L. Huber, Commissioner

FRIENDLY AMENDMENT: Staff first develop a repeatable methodology for the analysis.
MOVER: Karen L. Huber, Commissioner
RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [UNANIMOUS]**
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

29. Receive briefing from County Attorney and take appropriate action regarding the extension of administrative leave with pay for Employee Slot Number 622. ^{1 and 3}

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Approve an extension of six days administrative leave with pay for Juvenile Probation Department employee in Slot 622.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

30. Consider purchase of an approximately 16.48-acre tract of land in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan and take appropriate action. ²

RESULT: **POSTPONED**

31. Receive briefing from retained outside counsel and take appropriate action in Alicia Perez v. Travis County. No. 1:11-CV-00019-LY. ¹

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 5/03/2011**

32. Receive briefing from County Attorney and take appropriate action regarding legal issues associated with the impact on County infrastructure of the Circuit of the Americas Formula One U.S. Grand Prix site in Precinct Four. ¹

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Staff will perform further regulatory and cost benefit analyses.
RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Ron Davis

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 6.a, 12, 13.a, 15, 16, 18, 19, 21, 22.a–b, 25, 26, 27, and A1.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Session of April 5, 2011.

Added Items

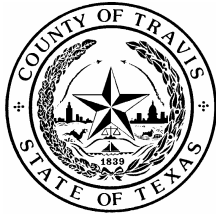
- A1. Consider and take appropriate action regarding Travis County public service recognition:
 - a. Declare May 1 through 7, 2011 as “Public Service Recognition Week”;
 - b. Declare Tuesday, May 3, 2011 as “Travis County Employee Recognition Day”; and
 - c. Present certificates of recognition to employees who completed 20, 25, 30, and 35 years of service during calendar year 2010.

RESULT: **ADDED TO CONSENT**

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, May 3, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Roll Call

Meeting called to order on May 3, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Harvey Davis, Retiring Manager, Travis County Corporations
Rodney Rhoades, County Executive, Planning and Budget Office (PBO)
Andrea Shields, Manager, Travis County Corporations
Dr. John K. Kim, Travis County Resident
Ronnie Gjemre, Travis County Resident

Introductions

1. Introduce Abigail Smith, the New Chief Animal Services Officer at the Town Lake Animal Center.

Members of the Court heard from:
Blanca Leahy, Director, Travis County Health, Human Services (TCHHS)
Abigail Smith, Director, Animal Control Services, City of Austin

RESULT: DISCUSSED

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

MOTION: Approve Item 2, which will renew the burn ban until June 1, 2011.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner

SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Fire Marshal noted that if Travis County residents have any questions regarding the prohibition on outdoor burning, they can:

- Call the Fire Marshal's Office at 512-854-4621,
- Call the Emergency Services Department at 512-854-9637, or
- Check the website at www.co.travis.tx.us/fire_marshal.

Proclamations and Resolutions

3. Approve Proclamation recognizing the 25th annual "Cinco De Mayo" celebration in Travis County and the 16th annual "Combined City/County Cinco De Mayo Celebration."
(Commissioner Gómez)

MOTION: Approve the Proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Planning and Budget Dept. Items

4. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **ADDED TO CONSENT**

Administrative Operations Items

5. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$429,984.91 for the period of April 15 to April 21, 2011.

RESULT: **ADDED TO CONSENT**

6. Consider and take appropriate action on the following items for Human Resources Management Department:

- a. Proposed routine personnel amendments; and

RESULT: **ADDED TO CONSENT**

- b. Non-routine request from the Travis County Constable Precinct Three Office for a variance to Travis County Code Chapter §10.0295, Peace Officer Pay Scale.

Members of the Court heard from:

- Jose Hernandez, Office Manager, Constable Precinct Three
- Todd Osburn, Compensation Manager, HRMD
- David McAngus, Sergeant, Constable Precinct Three
- Randy Lott, Senior Budget Analyst, PBO

RESULT: **DISCUSSED**

Reset for 5/10/2011

7. Present certificates of recognition to Travis County employees who completed 20, 25, 30, and 35 years of service during 2010.

Members of the Court heard from:

Diane Blankenship, Director, Human Resources Management Department (HMRD)
Kris Nilsen, Human Resources Specialist, HRMD

MOTION: Approve the Proclamation in Item 7.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

8. Approve contract No. PS100224DW, Meridell Achievement Center, to provide professional residential treatment services.

RESULT: ADDED TO CONSENT

9. Authorize Purchasing Agent to commence negotiations with the highest qualified firm, Klotz and Associates Inc. for engineering services in response to RFQ No. Q110115-LP, Bee Creek Road Improvements.

RESULT: ADDED TO CONSENT

10. Approve contract awards for parks concessions services, RFS No. S110118-LD, to:

- a. Local Licks Shaved Ice, Northeast Metro Park;
- b. Jo Jo Sno Biz, Bob Wentz Park; and
- c. La Super Michoacana, Richard Moya Park and Southeast Metro Park.

RESULT: ADDED TO CONSENT

11. Approve contract awards for transmission repair services, IFB No. B110143LD, to the Low Bidders:

- a. AAMCO Transmissions of North Austin, primary contractor; and
- b. Eagle Transmissions, secondary contractor.

RESULT: ADDED TO CONSENT

12. Approve Modification No. 3 to Contract No. PS990080TS, CAP Systems, Inc., for Case Management and Benefits Administration (CABA) System.

RESULT: ADDED TO CONSENT

13. Approve contract award for Travis County Correctional Complex firing range lane addition expansion, IFB No. B110142-JW, to the Low Bidder, G. Creek Construction.

RESULT: ADDED TO CONSENT

14. Approve contract awards for countywide professional indoor air quality assessment services, RFS #S110055-DG, to the following qualified firms:
 - a. PS110155DG, Rimkus Consulting Group, Inc.;
 - b. PS110156DG, Terracon Consultants, Inc.;
 - c. PS110157DG, Professional Services Industries, Inc.;
 - d. PS110158DG, Mactec Engineering and Consulting, Inc.; and
 - e. PS110159DG, ERC Environmental Consultants, Inc.

RESULT: ADDED TO CONSENT

15. Approve Assignment of Contract from GG's Construction to GG's Construction, LLC, for the following Contracts:
 - a. No. 09K00147JT, painting services
 - b. No. 09T00334NB, electrical services
 - c. No. 10T00205NB, residential plumbing services

RESULT: ADDED TO CONSENT

Transportations and Natural Resources Dept. Items

16. Consider and take appropriate action on the request to execute a License Agreement with River Place Municipal Utility District for landscape improvements in the right of way of River Place Boulevard, in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

Other Items

17. Receive revenue and expenditure reports for the month of March 2011.

RESULT: ADDED TO CONSENT

18. Consider and take appropriate action on proposal from County Clerk for establishment of vote centers in Travis County.

Members of the Court heard from:
Dana DeBeauvoir, County Clerk

Clerk's Note: The Court indicated its support of the County Clerk and the pilot initiative currently being discussed at the 82nd legislature.

RESULT: DISCUSSED

19. Consider and take appropriate action on Election Services Agreement between Travis County and Travis County Emergency Services District 14.

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on request from Precinct Two Constable for additional funds to support a second bailiff for Justice of the Peace, Precinct Two.

Members of the Court heard from:

George Morales, Chief Deputy, Constable Precinct Two
Randy Lott, Senior Budget Analyst, PBO

RESULT: DISCUSSED

Reset for: 5/17/2011

21. Consider and take appropriate action on reappointment of Efren Brito to the Board of Commissioners for the Travis County Emergency Services District No. 2, effective immediately through December 31, 2012. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

22. Consider and take appropriate action on reappointment of Terry Struble to the Board of Commissioners for the Travis County Emergency Services District No. 2, effective immediately through December 31, 2012. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on reappointment of George Mentzer II to the Board of Commissioners for the Travis County Emergency Services District No. 2, effective immediately through December 31, 2012. (Commissioner Davis)

RESULT: ADDED TO CONSENT

24. Revised Consider and take appropriate action on legislative matters, including:

- a. Update on legislative activities;
- b. House Bill 2979, relating to county authority to provide certain exemptions to restrictions on outdoor burning;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

RESULT: DISCUSSED

- c. House Bill 3254, relating to the creation of renewable energy reinvestment zones and the abatement of ad valorem taxes on property of a renewable energy company located in such a zone;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
David Smeltzer, Legislative Director, Representative Mark Strama
Floyd Aker, City Attorney, City of Pflugerville

MOTION: Support legislation that encourages economic development while preserving the County's authority and discretion in negotiating economic development incentives.

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Ron Davis, Commissioner

ADDITION: Support HB 3254 and approve adding this legislation to our policy platform.

MOVER: Sarah Eckhardt, Commissioner
RESULT: **ADDITION ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [UNANIMOUS]**
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- d. Senate Bill 627 and House 1746, relating to the participation by certain taxing units in tax increment financing and the payment of tax increments into the tax increment fund for a reinvestment zone;

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
Stacey Wilson, representing Central Health
Mary Etta Gerhardt, Assistant County Attorney

RESULT: **DISCUSSED** **Next: 5/10/2011 9:00 AM**

- e. House Bill 1648, relating to relating to the enforcement of building code standards for new residential construction in the unincorporated area of a county; providing a fee;

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Support HB 1649, relating to the enforcement of building code standards for new residential construction in the unincorporated area of a county; providing a fee.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- f. Amendments to the Priorities, Policy Positions, and the Positions on Other Proposals sections of the Travis County Legislative Agenda; and

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Move legislation that would expand the powers and duties of Criminal Magistrates in Travis County to the priorities list.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- g. Senate Bill 878, relating to a defendant's release on a personal bond or bail bond.

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
Irma Guerrero, Director, Pre-Trial Services
David Escamilla, County Attorney

MOTION: Oppose SB 878, relating to a defendant's release on a personal bond or bail bond.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

25. Consider and take appropriate action on approval of transaction by Central Health involving real estate in east Austin. ^{1 and 2}

Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from:

Bruce Bower, Travis County Resident

MOTION: Postpone action on this item until Tuesday, May 10, 2011, to give Court members an opportunity to chat with members of Austin Interfaith and to get answers to their legal questions.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

26. Receive briefing from retained outside counsel and take appropriate action in Alicia Perez v. Travis County. No. 1:11-CV-00019-LY. ¹

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED**

27. Consider purchase of an approximately 16.48-acre tract of land in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan and take appropriate action. ²

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Accept the seller's offer for the 16.48 acres in the amount of \$615,392.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

MOTION: Approve Consent Items C1–C4.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

MOTION: Approve the following Agenda Items on Consent: 4, 5, 6.a, 8, 9, 10.a–c, 11.a–b, 12, 13, 14.a–e, 15.a–c, 16, 17, 19, 21, 22, and 23.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Session of March 29, 2011.
- C4. Approve setting a public hearing for June 7, 2011 to receive comments regarding a request for the following in Precinct Three: partial cancellation of Lots 15-19 Block DDD Montebella Subdivision (partial cancellation – 5 Lots – 2.96 Acres – Linkview Drive).

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 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 June 7, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility and drainage easements located along the common lot line of Lots 38 and 39, Block 59 of Austin Lake Hills, Section 2 – a subdivision within Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

NA

Summary and Staff Recommendation:

TNR staff has received a request to vacate two five foot public utility and drainage easements location along the common lot line of Lots 38 and 39, Block 59 of Austin Lake Hills, Section 2. The easement is dedicated per plat note. The subject lots front on Ottawa Drive, a street maintained by Travis County. The purpose of this request is so that the property owners' already existing guest house, along with an upgrade to their septic system, will not be encroaching on the subject easements.

In regards to the drainage easements, independent professional engineer Michael T. Pimentel has stated:

“These sideline drainage easements are not required for these lots or the subdivision based on the existing site conditions and the developed drainage conditions of these lots and the subdivision. Additionally, the fully developed nature of the subdivision should not require these easements in the future.”

Travis County engineer John Ellis has reviewed Mr. Pimentel's findings and agrees that vacating the easements should not cause any adverse affect to neighboring properties.

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:

The property owners have requested a temporary variance to the septic review process in regards to upgrading the current septic system. The purpose of the upgrade is to accommodate the already existing house and guest house. The purpose of the variance is so that the work to upgrade the septic system can be permitted before the easements are actually vacated. The property owners need to have this situation resolved before they close on the property in June. The variance request is scheduled for the May 17, 2011 agenda.

Travis County has no need for the subject easements 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
Engineer's Letter
Statements from utility companies
Plat and plat note
Maps

FISCAL IMPACT AND SOURCE OF FUNDING:
NA

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Stacey Scheffel	Completed	04/27/2011 3:05 PM
Transportation and Natural Resources	Anna Bowlin	Completed	04/28/2011 1:01 PM
Transportation and Natural Resources	Cynthia McD	Completed	04/28/2011 1:36 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 9:00 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 owners request the vacation of two five foot public utility and drainage easements located along the common lot line of Lots 38 and 39, Block 59 of Austin Lake Hills, Section 2 at Volume 13, Page 29 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 easements requested to be vacated;

WHEREAS, an independent professional engineer has reviewed the site and recommends the drainage easements be vacated;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two public utility and drainage easements;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on June 7, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility and drainage easements located along the common lot line of Lots 38 and 39, Block 59 of Austin Lake Hills, Section 2, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2011.

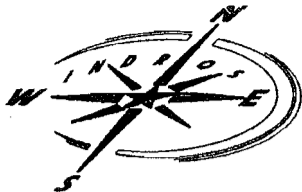
SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



Windrose Land Services Austin Ltd
4120 Commercial Center Dr., Suite 300
Austin, Texas 78744
Phone (512) 326-2100 Fax (512) 326-2770
Professional Surveying Services

**RELEASE OF
10' PUBLIC UTILITY AND DRAINAGE EASEMENT
BEING 5' EITHER SIDE OF THE COMMON LOT LINE
OF LOT 38 AND LOT 39, BLOCK 59
AUSTIN LAKE HILLS SECTION TWO**

LEGAL DESCRIPTION

BEING A 0.0274 ACRE (1,194 SQ. FT.) TRACT OF LAND BEING THAT 10' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING 5' ON EITHER SIDE OF THE COMMON LOT LINE OF LOT 38 AND LOT 39, BLOCK 59, AS REFERENCED BY A NOTE ON THE RECORDED PLAT OF AUSTIN LAKE HILLS SECTION TWO, A RECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN VOLUME 13, PAGE 29, T.C.O.P.R., SAID LOT 38 AND LOT 39 OF SAID SUBDIVISION CONVEYED TO MICHAEL A. RETERSDORF AND JULIE A. RETERSDORF BY DEED RECORDED IN VOLUME 12506, PAGE 1632, T.C.R.P.R: ALL BEARINGS ARE BASED ON SAID RECORDED PLAT OF AUSTIN LAKE HILLS SECTION TWO:

COMMENCING AT A FOUND 1/2" IRON ROD FOR THE COMMON WEST CORNER OF LOT 3 OF SAID SUBDIVISION, CONVEYED TO KAPIL JAIN AND SANGEETA JAIN BY DEED RECORDED IN DOCUMENT NO. 2002138705, T.C.O.P.R., AND LOT 4 OF SAID SUBDIVISION, CONVEYED TO MARIA SCRANTON AND DONALD CLINTON SCRANTON BY DEED RECORDED IN DOCUMENT NO. 2007174825, T.C.O.P.R., SAME BEING THE COMMON EAST CORNER OF LOT 37 OF SAID SUBDIVISION, CONVEYED TO JIN WANG AND HAIYE FU BY DEED RECORDED IN VOLUME 13125, PAGE 2141 AND SAID LOT 38 OF SAID SUBDIVISION:

THENCE NORTH 76°26'00" WEST INTO SAID LOT 38, A DISTANCE OF 7.07' TO A POINT AT THE INTERSECTION OF THE WEST LINE OF A 5' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING FIVE FEET NORTHWEST OF AND PARALLEL TO THE SOUTHEAST LINE OF SAID LOT 38, AND THE SOUTHWEST LINE OF A 5' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING FIVE FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 38;

THENCE NORTH 31°26'00" WEST WITH SAID 5' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING FIVE FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 38, A DISTANCE OF 90.00' TO A POINT ON SAID 5' PUBLIC UTILITY AND DRAINAGE EASEMENT, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE 5' PUBLIC UTILITY AND DRAINAGE EASEMENT SOUTHEAST OF AND PARALLEL TO THE COMMON LOT LINE OF SAID LOT 38 AND LOT 39;


THENCE SOUTH 58°27'00" WEST WITH THE SOUTH LINE OF SAID PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE RELEASED, SAME BEING THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 118.68' TO A POINT IN THE CURVING NORTHEAST RIGHT-OF-WAY OF OTTAWA DRIVE (50' R.O.W.) FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAID CURVING RIGHT-OF-WAY BEING A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 10.22', SUBTENDING A CENTRAL ANGLE OF 02°42'18", WHOSE CHORD BEARS NORTH 43°22'16" WEST, A CHORD DISTANCE OF 10.22' TO A POINT IN THE SOUTHWEST LINE OF SAID LOT 39, SAME BEING A POINT ON THE NORTHEAST RIGHT-OF-WAY OF SAID OTTAWA DRIVE;

THENCE NORTH 58°27'00" EAST WITH THE NORTH LINE OF SAID PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE RELEASED, SAME BEING THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 119.63' TO A POINT IN THE SOUTHWEST LINE OF A 5' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING FIVE FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 39, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 43°26'00" EAST WITH THE COMMON LINE OF SAID 5' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING FIVE FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 39, AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 5.64' TO AN ANGLE POINT IN THE NORTHEAST LINE OF THE HEREIN DESCRIBED TRACT, SAME BEING AN ANGLE POINT IN THE SOUTHWEST LINE OF SAID 5' PUBLIC UTILITY AND DRAINAGE EASEMENT FIVE FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 39;

THENCE SOUTH 31°26'00" EAST WITH THE COMMON LINE OF SAID 5' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING FIVE FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEAST LINE OF SAID LOT 38, AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 4.48' TO THE PLACE OF BEGINNING AND CONTAINING 0.0274 ACRE (1,194 SQUARE FEET) OF LAND.


RONNIE WILLIS, RPLS # 5462
FEBRUARY 14, 2011
JOB # 20980 EX

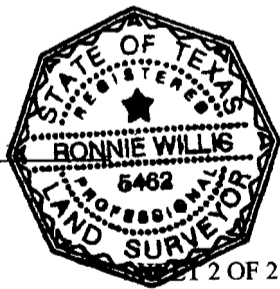
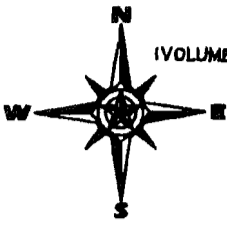


EXHIBIT FOR RELEASE OF 0.0274 ACRE (1,194 SQ. FT.) BEING A 10' PUBLIC UTILITY AND DRAINAGE EASEMENT BEING 5' ON EITHER SIDE OF THE COMMON LINE OF LOT 38 AND LOT 39, BLOCK 59, AUSTIN LAKE HILLS SECTION TWO, A SUBDIVISION RECORDED IN VOLUME 13, PAGE 29, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.



SCALE: 1" = 30'

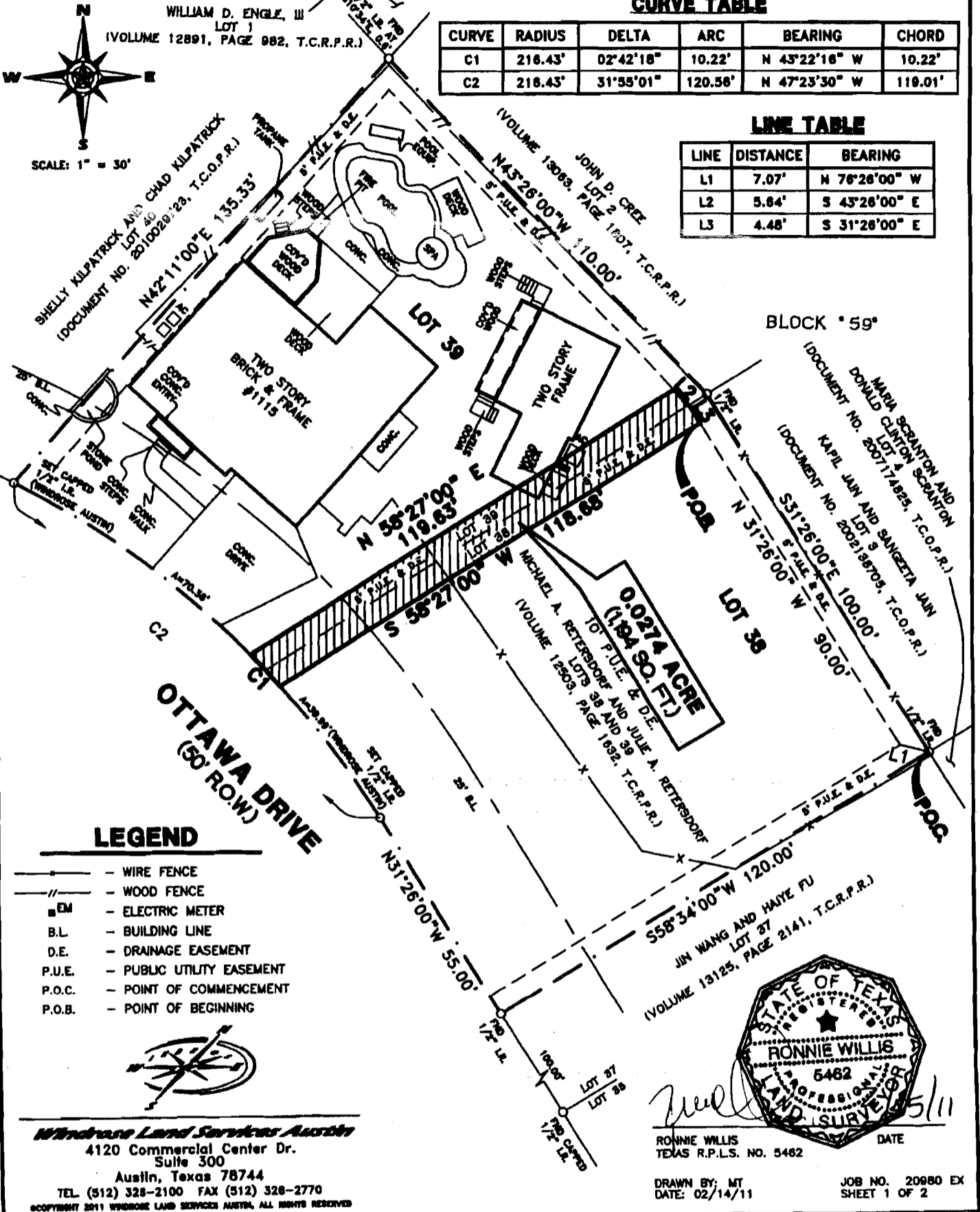
WILLIAM D. ENGLE, III
LOT 1
(VOLUME 12891, PAGE 982, T.C.R.P.R.)

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	218.43'	02°42'18"	10.22'	N 43°22'16" W	10.22'
C2	218.43'	31°55'01"	120.58'	N 47°23'30" W	119.01'

LINE TABLE

LINE	DISTANCE	BEARING
L1	7.07'	N 76°26'00" W
L2	5.84'	S 43°26'00" E
L3	4.48'	S 31°26'00" E

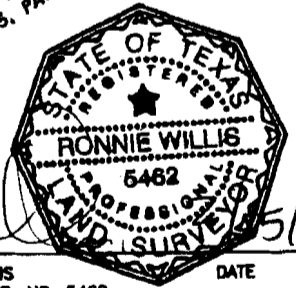


LEGEND

- WIRE FENCE
- WOOD FENCE
- EM — ELECTRIC METER
- B.L. — BUILDING LINE
- D.E. — DRAINAGE EASEMENT
- P.U.E. — PUBLIC UTILITY EASEMENT
- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING



Windrose Land Services Austin
4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
TEL (512) 328-2100 FAX (512) 328-2770
COPYRIGHT 2011 WINDROSE LAND SERVICES AUSTIN. ALL RIGHTS RESERVED



RONNIE WILLIS
TEXAS R.P.L.S. NO. 5482

DRAWN BY: MT
DATE: 02/14/11

JOB NO. 20980 EX
SHEET 1 OF 2

To whom it may concern:

I am submitting for the release of a Drainage/P.U.E. located between lot 38 and lot39 blk.59 of the Austin Lake Hills Sec 2. All utilities have been removed out of the easement and the releases from all utility providers are attached.

Thanks

Shaw Hamilton

6815 a Thorncliffe Dr

Austin, Tx 78731

512-791-0778

Michael T. Pimentel, P.E.
503 Fallen Oaks Drive
Cedar Park, Texas 78613
P: 512-592-1889
micpim@sbcglobal.net

February 11, 2011

Watershed Protection & Development Review Department
City of Austin
505 Barton Creek Blvd
Austin, Texas 78704

**RE: 1115 Ottawa Drive
Austin Hills Section 2 Subdivision
Lots 38 & 39, Block 59
Drainage Easement Release**

To whom it may Concern,

On behalf of Shaw Hamilton Consultants, I have been asked to review the dedicated sideline drainage easements of Lot 38/39, Block 59 of the Austin Hills Sections 2 Subdivision.

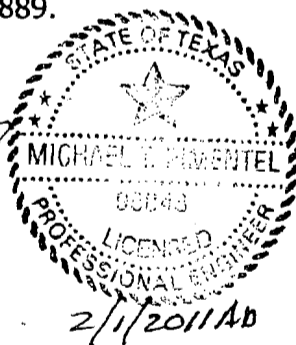
These sideline drainage easements are not required for these lots or for the subdivision based on the existing site conditions and the developed drainage conditions of these lots and the subdivision. Additionally, the fully developed nature of the subdivision should not require these easements in the future.

If you should have any questions or additional concerns about this issue, feel free to contact me at 512-592-1889.

Best Regards,



Michael T. Pimentel, P.E.





SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND Michael and Julie Petersdorf, GRANTEE(S)*, 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(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 38 and 39, Block 59, Austin Lake Hills, Section 2, Deeds of record in Volume 12506, Page 1632, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

Easements recorded in Volume 13, Page 29, Plat Records of Travis County, Texas,

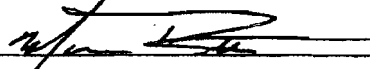
The portion of said easements to be hereby released is described as follows:

All of the five foot PUE and Drainage Easement along either side of the common side property lines of said Lots 38 and 39, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), 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 21ST day of FEBRUARY, 2011.

SOUTHWESTERN BELL TELEPHONE COMPANY



Name : MARC POTTER

Title: MGR-ENG DESIGN

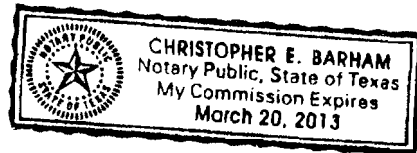
THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared MARC POTTER, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 21ST day of FEBRUARY, 2011.

RECEIVED
APR 14 2011
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT


Notary Public in and for the State of TEXAS
My Commission Expires 03/20/2013





TRANSPORTATION AND NATURAL RESOURCES

STEVEN MANILLA, 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 1115 OTTAWA DR (address) and/or LOT 38639 BLK 59, Austin Lake Hills Sec. 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

[Signature]
Signature
MARC POTTER
Printed Name
MGR-ENG. DESIGN
Title
AT&T
Utility Company or District
2/21/11
Date

Please return this completed form to:

Shaw Hamilton
Name
6815 A. Thorncliffe DR
Address
AUSTIN TX 78731
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

STEVEN MANILLA, EXECUTIVE MANAGER

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

Case # 522X, MC-28

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1115 OTTAWA DR (address) and/or LOT 38639 BLK 69, AUSTIN LAKE HILLS SEC. 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

4-13-2011 comments revised to approved.

Signature

Sonny Poole

Printed Name

Public Involvement + Property Acquisition Mgr,

Title

Austin Energy

Utility Company of District

2-23-2011

Date

Please return this completed form to:

Shaw Hamilton

Name

6815 A. Thorncliffe DR

Address

AUSTIN TX 78731

City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

STEVEN MANILLA, 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 1115 OTTAWA DR (address) and/or LOT 38639 BLK 59, Austin Lake Hills Sec 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Jeri L. Strain
Signature
Jeri L. Strain
Printed Name
Contract Manager
Title
Travis County WCID #18
Utility Company of District
3-14-2011
Date

Please return this completed form to:

Shaw Hamilton
Name
6815 A. Thorncliffe DR
Address
AUSTIN TX 78731
City/State/Zip



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

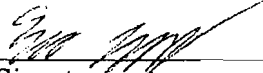
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1115 Ottawa Drive, Austin, TX 78733 (address) and/or Lot 38 and 39 Blk 59 Austin Lake Hills Sec 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.


Signature
Chris Landgraf
Printed Name
Engineer III
Title
Texas Gas Service
Utility Company or District
2/17/2011
Date

Please return this completed form to:

Name

Address

City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

STEVEN MANILLA, 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 1115 OTTAWA DR (address) and/or LOT 38&39 BLK 59 AUSTIN LAKE HILLS SEC. 2 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature

Laurie Schumpert
Printed Name

Sr. Designer
Title

Time Warner Cable - Central TX
Utility Company or District

April 11, 2011
Date

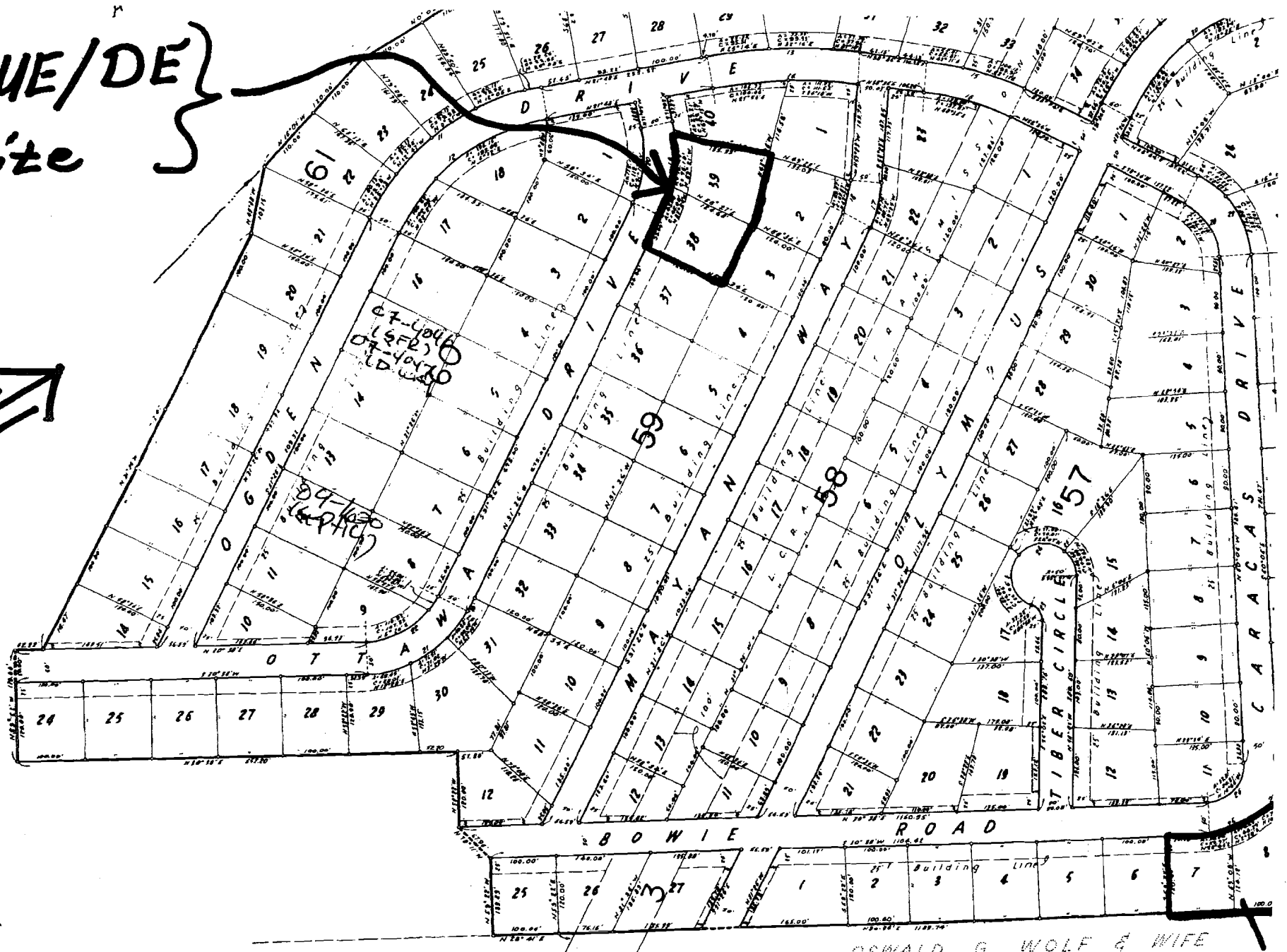
Please return this completed form to:

Shaw Hamilton
Name

6815 A Thorncliffe DR
Address

AUSTIN TX 78731
City/State/Zip

PUE/DE }
Site }



OSWALD G. WOLF & WIFE
Vol. 435 Pg. 449

* From actual plat *

W.M. WOFFORD SURVEY



IN WITNESS WHEREOF, the said Granville H. Beck and W. L. Norman have hereunto affixed their signatures this the 26 day of MAY, 1961, and Austin Lake Estates, Inc., has caused these presents to be executed by its President, Wroe Owens, this the 26 day of MAY, 1961.

Granville H. Beck
Granville H. Beck
W. L. Norman
W. L. Norman

AUSTIN LAKE ESTATES, INC.
Wroe Owens
President
S. Walston

THE STATE OF TEXAS |
COUNTY OF TRAVIS |



BEFORE ME, a Notary Public in and for Travis County, Texas, on this day personally appeared Granville H. Beck and W. L. Norman, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of MAY, 1961.

Sidney Purser
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS |
COUNTY OF TRAVIS |



BEFORE ME, a Notary Public in and for Travis County, Texas, on this day personally appeared Wroe Owens, President of Austin Lake Estates, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the Austin Lake Estates, Inc., a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of MAY, 1961.

Sidney Purser
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

I, Emilio Lisberg, Clerk of the County Court within and for the County and State aforesaid do hereby certify that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 31 day of May, A.D., 1961 at 10:25 o'clock A.M. and duly recorded on the 31 day of May, A.D., 1961 at 10:29 o'clock A.M. in the Plat Records of said County in Plat Book 13, Page 29.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County the date last written above.

By Galvin Priest
Deputy

Emilio Lisberg
Emilio Lisberg, Clerk, County Court, Travis County, Texas

"In approving this plat by the Commissioner's Court of Travis County, it is understood that the building of all streets, roads, and other public thoroughfare delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfare or in connection therewith shall be the responsibility of the Owner and/or Developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioner's Court of Travis County, Texas, and the Commissioner's Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfare shown on this plat or of constructing any bridges or culverts in connection therewith."

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

I, Emilio Lisberg, County Clerk of Travis County, Texas, do hereby certify that on the 29 day of May, A.D., 1961, the Commissioner's 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 3, Page 382.

WITNESS MY HAND AND SEAL OF OFFICE, this the 29 day of May, A.D., 1961.

By J. Cleer
Deputy

Emilio Lisberg
Emilio Lisberg, Clerk, County Court, Travis County, Texas

NOTE: Each house in this subdivision shall be connected to a septic tank meeting the approval of the State Health Department or to a public utility sanitary sewage system. Each house in this subdivision connected to a septic tank must be approved by the City of Austin and/or Travis County Health Departments.

IN ADDITION to the easements shown hereon, an easement of five feet (5') along the side lines of all lots and five feet (5') the rear of all lots is hereby dedicated for public utilities and drainage.

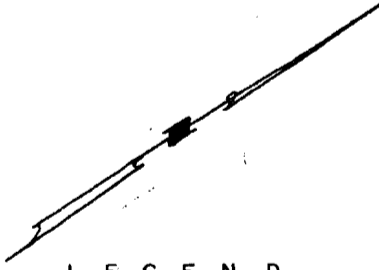
SUBMITTED BY: The WARREN TURNER Engineers, Inc.

DATE: 26 MAY, 1961

W. H. Remington
Registered Professional Engineer

02'	15°02'	53°14'
.74'	1455.74'	369.28'
.00'	192.08'	185.06'
.70'	381.98'	343.10'
.56'	380.86'	330.89'
3	21	22
39'	62°02'	62°02'
43'	175.80'	125.80'
30'	105.58'	75.52'
17'	190.12'	135.99'
19'	180.97'	129.44'
1	32	33
30'	90°44'	90°44'
32'	19.11'	69.11'
35'	19.36'	70.00'
31'	30.26'	109.44'
31'	37.30'	98.38'
	43	44
37'	36°57'	62°56'
72'	119.72'	301.80'
19'	40.00'	184.70'
M'	77.21'	331.80'
19'	76.31'	315.08'

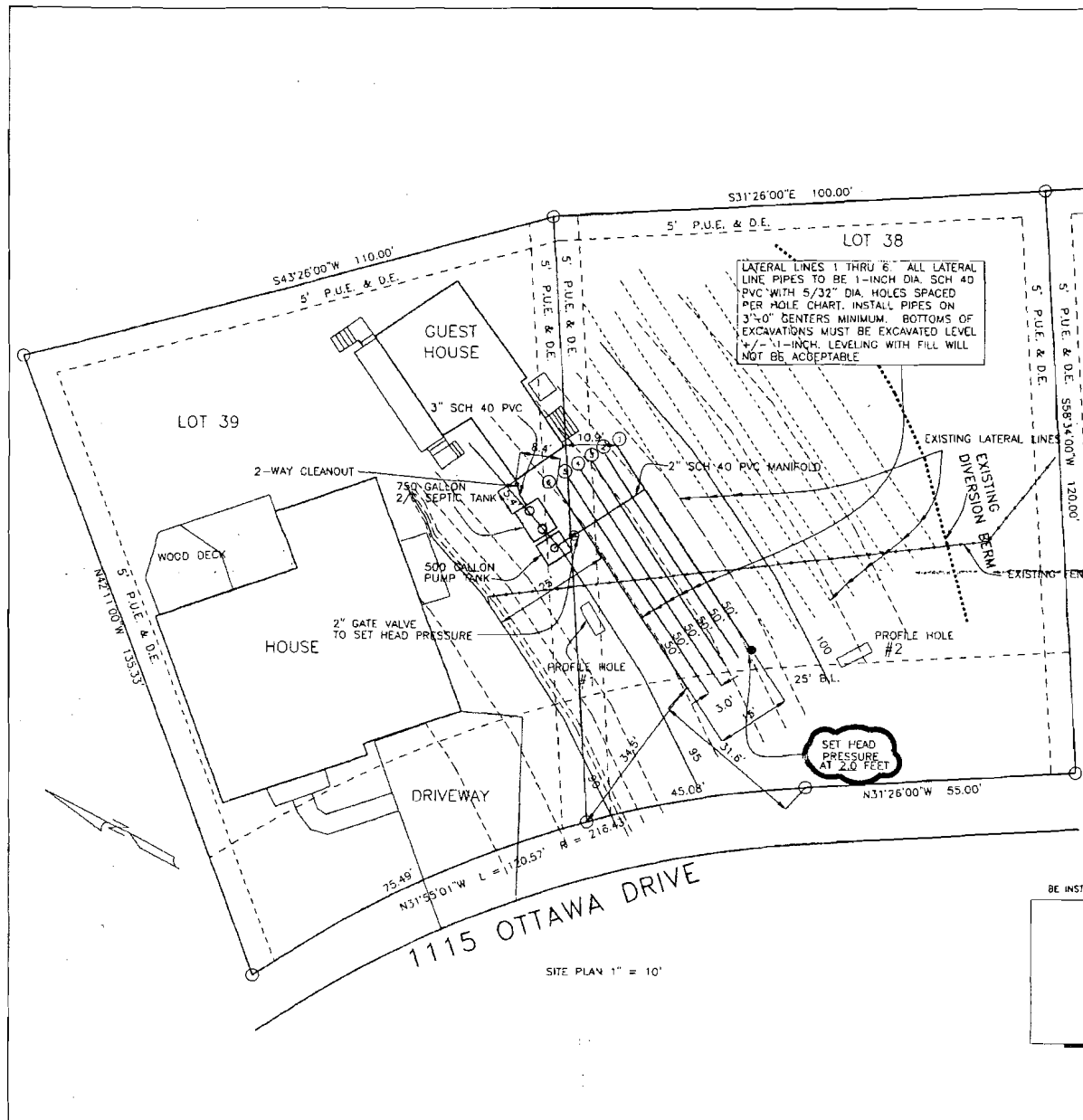
SPUE/DE Note



LEGEND

- Iron Pin Set
- Iron Pin Found

SCALE: 1" = 100'



HOLE CHART
DRAINFIELD HOLE SPACING

LINE #	PPE LENGTH (ft. PPE)	NO. OF HOLES	SPACED (ft. HOLES)	HOLE SPACING
1	50	13	1'-0"	4'-0"
2	50	12	1'-6"	4'-3"
3	50	11	1'-3"	4'-0"
4	50	11	1'-3"	4'-0"
5	50	10	2'-0"	5'-0"
6	50	10	2'-0"	5'-0"

TOTAL HOLES: 360 LINEAR FEET

LATERAL LINES 1 THRU 6: ALL LATERAL LINE PIPES TO BE 1-INCH DIA. SCH 40 PVC WITH 5/32" DIA. HOLES SPACED PER HOLE CHART. INSTALL PIPES ON 3"-0" CENTERS MINIMUM. BOTTOMS OF EXCAVATIONS MUST BE EXCAVATED LEVEL +/- 1/4-INCH. LEVELING WITH FILL WILL NOT BE ACCEPTABLE.

HOLE NOTE:

1. ALL HOLES ARE TO BE 8" DIAMETER.
2. ALL HOLES MUST BE DRILLED TO POINT DIRECTLY CORRESPONDING WITH THE CHART. LATER WHEN THE PIPE IS PLACED INTO THE TRENCHES.
3. HOLES MUST BE DRILLED SMOOTHLY AND CLEANLY WITH NO 'BURRS' LEFT IN THE HOLE.

WATER CONSERVATION REQUIRED:

TOILETS MUST BE 1.5 GALLONS PER FLUSH. LOW FLOW SHOWER HEADS MUST BE 2.0 G.P.M. @ 80 P.S.I. FAUCET AERATORS MUST REDUCE FLOW TO 2.2 G.P.M. @ 80 P.S.I.

GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES.
2. NO CURB, BENTS, OR BACK CUTTINGS ARE LOCATED ON OR NEAR THE PROPOSED DRAINFIELD.
3. NO UNDERGROUND UTILITY COLLECTION SYSTEM LINE WITHIN 500 FEET OF THE PROPOSED LINE.
4. THIS SYSTEM IS A PRESSURE SYSTEM DESIGNED FOR USE OF THE MANHOLE AT A TIME. CONTRACTOR MUST BE ALTERNATE RESPONSIBLE.
5. THE COMPARISON OF LATERAL LINES MUST BE EXACTLY FROM THE CENTERLINE. THE TOTAL LATERAL FEET MUST EQUAL OR EXCEED 360 LINEAR FEET.

SOD NOTE:

THE PROTECTIVE OF GRASS-ROOTS OVER THE DRAINFIELD MUST BE MAINTAINED. SOIL MUST BE REPAIRED IMMEDIATELY. TREASURY GRASSES (OR OTHER GRASS SPECIES) MUST BE PLANTED WITHIN 60 DAYS OF THE END OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE GRASS THROUGHOUT THE LIFE OF THE SYSTEM.

TANK LID AND P.V.C. RISER NOTE:

A 12" DIA. P.V.C. RISER MUST BE INSTALLED OVER THE 500 GALLON PUMP TANK. THE RISER MUST BE 12" HIGH ABOVE THE FINISHED GRADE SURFACE. THE RISER MUST BE 12" DIA. AND MUST BE 12" HIGH ABOVE THE FINISHED GRADE SURFACE. THE RISER MUST BE 12" DIA. AND MUST BE 12" HIGH ABOVE THE FINISHED GRADE SURFACE.

WATERLINE NOTE:

THE WATERLINE IS AT LEAST 10 FEET FROM THE TANKS AND RISER LINES. ANY ENGINEER'S OF THE EXCAVATION REQUIREMENT CANNOT BE MET BY THIS LAYOUT.

'ONE-CALL' NOTE:

BEFORE CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE LOCATION OF ALL UNDERGROUND UTILITIES BY CALLING 811. THE CALL IS MADE BY THE CONTRACTOR. THE CONTRACTOR MUST BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES.

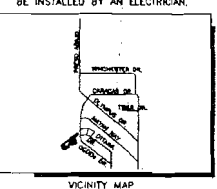
OPERATION AND MAINTENANCE

SEPTIC TANK AND PUMP TANK: THE PUMP OPERATION SHOULD BE CHECKED AT LEAST EVERY YEAR. THE DRAINFIELD OPERATION SHOULD BE CHECKED ANNUALLY. ALWAYS REMEMBER TO REPORT A MECHANICAL FAILURE OF THE PUMP OR OTHER SYSTEM COMPONENT. A SERVICE CONTRACTOR MUST BE CONTACTED IF THE PUMP'S SOLIDIFIED PUMPS TYPICALLY HELD TO BE REPAIRED. MOST COST 2 TO 3 HOURS.

NOTE:

THIS SYSTEM WAS DESIGNED FOR 140 GALLONS PER DAY OF RESIDENTIAL SEWER.

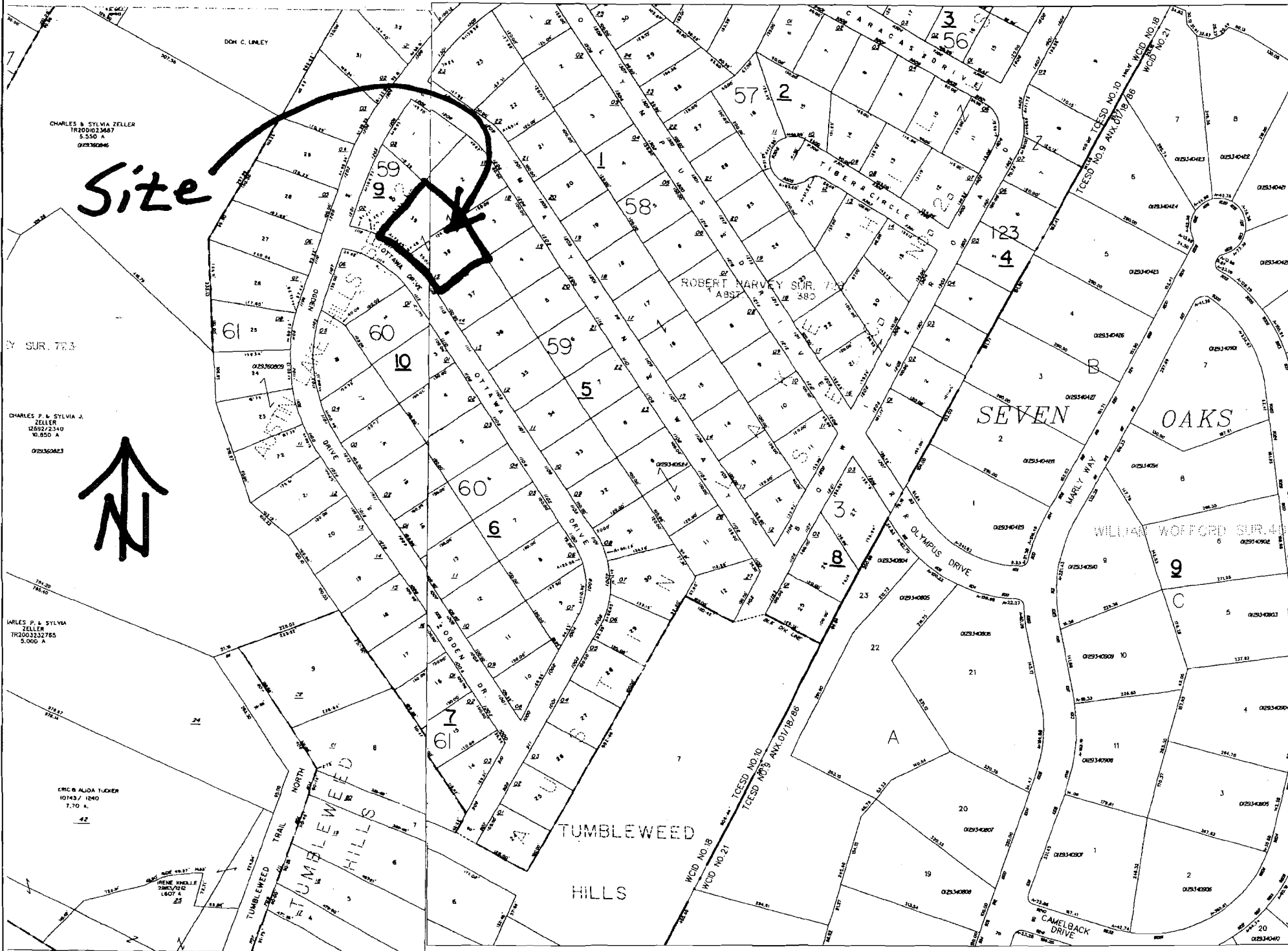
LICENSING AUTHORITY: DAVIS COUNTY
 LOTS 38 & 39, BLOCK 88
 NORTH LANE WELLS SECTION 2
 CLARK/OWNER: MICHELLE ALICE RICHMOND
 ADDRESS: 1115 OTTAWA DRIVE
 DATE OF DRAFT: 05/13/11
 SHEET NO.: 1 OF 2
 DESIGN FOR: 140 GPD
 TOTAL TREATMENT CAPACITY OF 140 GPD LOW TROPICAL CLIMATE (S) 140 GPD PER DAY PER DAY
 MANHOLE COMPARTMENT
 FOR CLASE # 101
 USE AS: 0.15
 DRAINFIELD AREA: 67.00
 Q = 1.00 GALLONS PER DAY (LOW FLOW)
 Q = 1.00 GALLONS PER DAY (LOW FLOW)
 MAX. AREA REQUIRED = 67.00 SF
 MAX. LENGTH OF LATERAL LINES = 360 FT.
 LENGTH PROVIDED = 360 FT.
 TOTAL AREA = 360 * 3 = 1080 SF.
 DRAINFIELD AREA PROVIDED
 A = 600 SF. FT.
 LINE VOLUME PROVIDED
 750 GALLONS



DATE: 02/16/11 DRAWN BY: KS
 REVISIONS:
 1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100

SCHOENFELT ENGINEERING, INC.
 11701 Bee Caves Rd.
 Suite 214
 Austin, Texas 78738
 Fax: 329-0085
 (512) 626-3504
 Sheet 1 of 2

**Low-Pressure Dosed
 Wastewater Treatment
 System for
 1115 OTTAWA
 GUEST HOUSE**



Site



ROBERT HARVEY SUR. 103
ABST. 383

SEVEN

OAKS

TUMBLEWEED HILLS

WILLIAM WOFFORD SUR. 40

CAMELBACK DRIVE

TUMBLEWEED HILLS

W.C.D. NO. 18
W.C.D. NO. 21

T.C.E.S.D. NO. 10
T.C.E.S.D. NO. 9

W.C.D. NO. 10
W.C.D. NO. 18
W.C.D. NO. 21

CHARLES & SYLVIA ZELLER
TR200123487
5.550 A
02536086

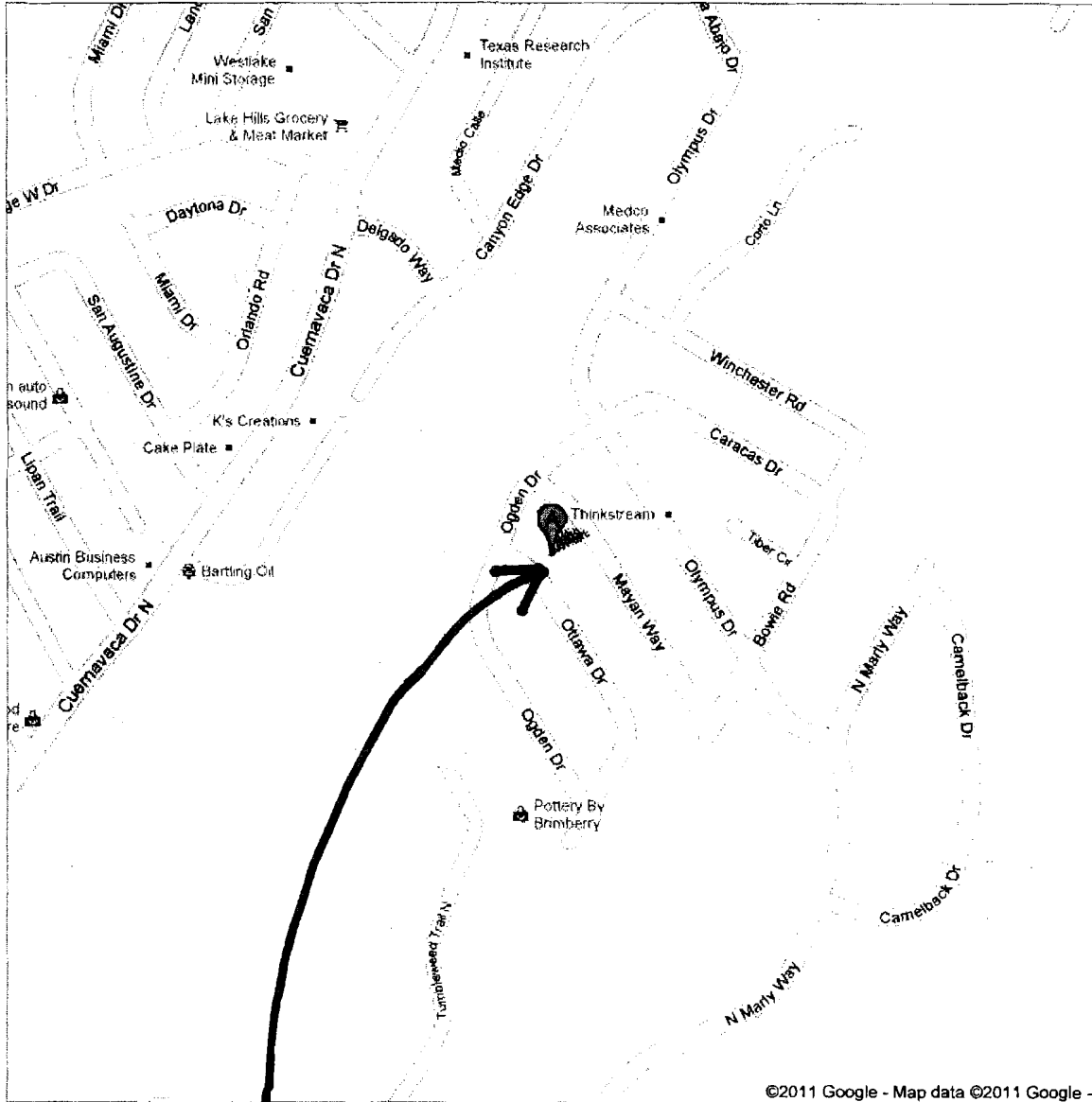
CHARLES P. & SYLVIA J.
ZELLER
12692/2340
10.850 A
025360823

CHARLES P. & SYLVIA
ZELLER
TR200332785
5.000 A

ERIC & ALIDA TUCKER
10143 / 1240
7.70 A
42

Google maps Address 1115 Ottawa Dr
Austin, TX 78733

Notes Request to vacate two five foot wide public utility and drainage easements located along the common lot line of Lots 38 and 39, Block 59 of Austin Lake Hills, Section 2 - a subdivision in Precinct Three, Commissioner Karen Huber.



Site



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
 Prepared By: Sarah C. Sumner, 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 June 21, 2011 to receive comments regarding a request for the following subdivision in Precinct Three: Revised Plat Of Lots 6 And 7, Block Q Of Lake Pointe Phase 1B And Lot 7a Block Q Of Lake Pointe Phase 1-E Subdivision (Revised Plat – 2 Lots – 0.61 Acres – Norco Drive).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This revised plat reconfigures 2 single family lots with a vacated easement lot to make the single family lots larger for a total of 0.61 acres. There are no fiscal or parkland fees for this revised plat. Water and waste water are provided by LCRA.

STAFF RECOMMENDATIONS: As this revised plat meets all Travis County standards and has been approved by the City of Bee Cave, TNR staff recommends approval of the revised plat.

ISSUES AND OPPORTUNITIES: Staff has not received any inquiries about this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

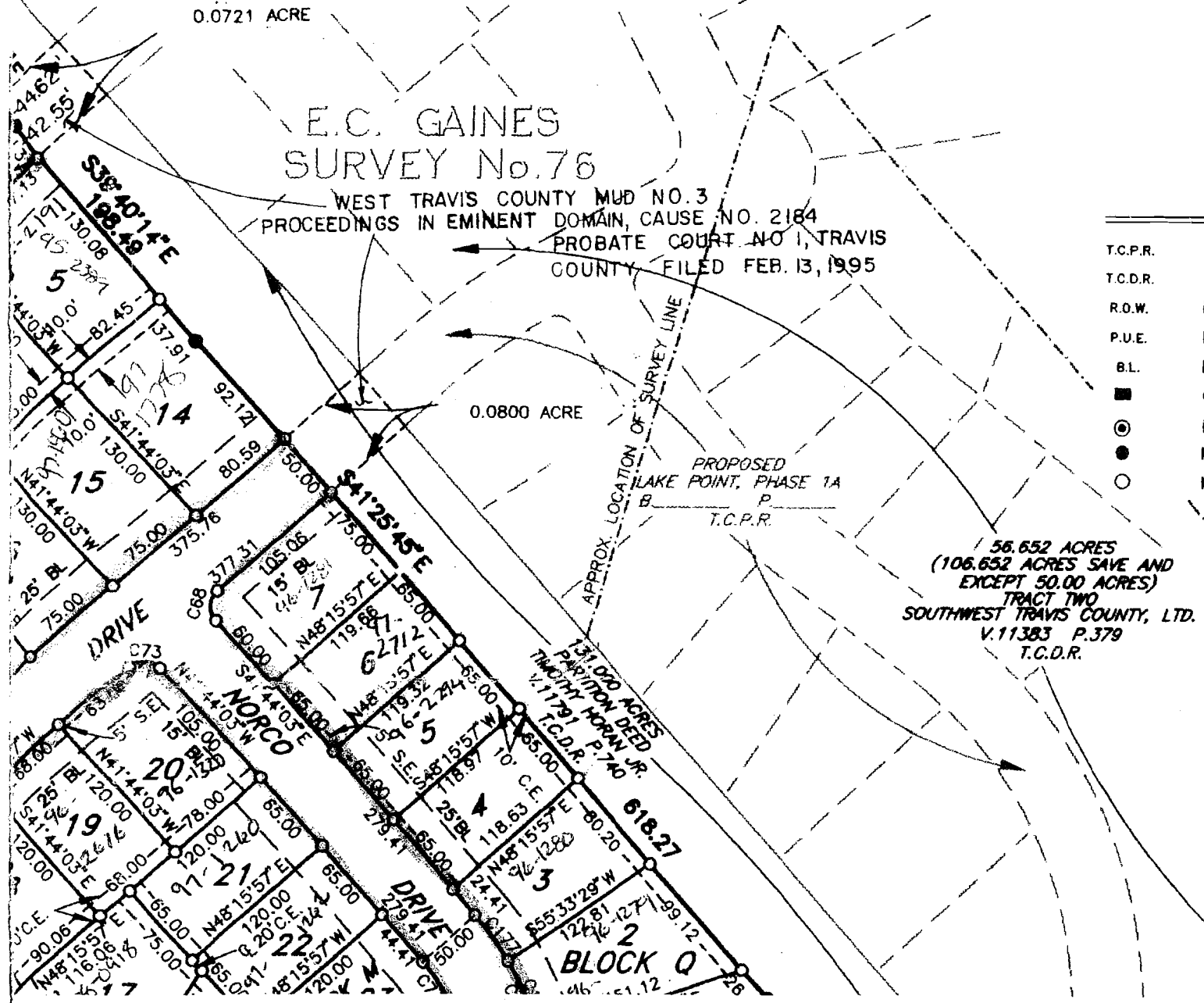
Transportation and Natural Resources	Anna Bowlin	Completed	04/28/2011 4:55 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/29/2011 8:13 AM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/29/2011 9:07 AM
Transportation and Natural Resources	Steven Manilla	Pending	
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	

LAKE POINTE PHASE 1B

Vol. 06 Page 20
PLAT RECORD, TRAVIS COUNTY, TEXAS

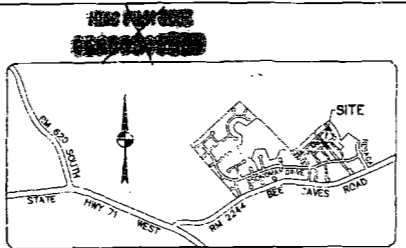


SCALE: 1" =



LEGEND

T.C.P.R.	TRAVIS COUNTY PLAT RECORD	C.E.
T.C.D.R.	TRAVIS COUNTY DEED RECORD	D.E.
R.O.W.	RIGHT OF WAY	LE.
P.U.E.	PUBLIC UTILITY EASEMENT	⊗
B.L.	BUILDING LINE	⊠
■	CONCRETE MONUMENT FOUND	⊕
⊙	IRON PIPE FOUND	()
●	IRON ROD FOUND	S.E.
○	IRON ROD SET	S.L.E.



VICINITY MAP
N.T.S.

VOL. 161 PAGE 98
 PLAT RECORD, TRAVIS COUNTY, TEXAS

B.P.P.P.
 PHOTOGRAPHIC WELDAR

SHEET
 OF 2

FIELDNOTE DESCRIPTION

OF A 0.511 ACRE TRACT OUT OF THE E. C. GAINES SURVEY NO. 76, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 1.7248 ACRE TRACT CONVEYED TO BON TERRE-O, LTD. BY DEED RECORDED IN VOLUME 12020, PAGE 378, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS SAID 0.511 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE WESTERLY LINE OF SAID 1.7248 ACRES BEING THE COMMON EASTERLY CORNER OF LOT 5 AND LOT 6, BLOCK "0", LAKE POINTE PHASE 1A, A SUBDIVISION OF RECORD IN BOOK 95, PAGE 18, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS FOR THE SOUTHWESTERLY CORNER HEREOF:

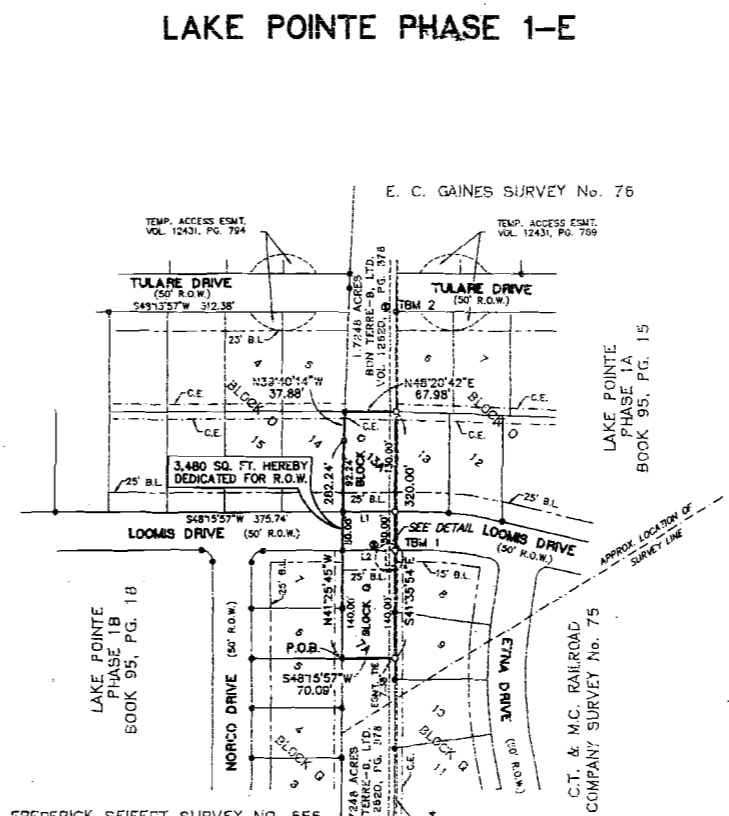
THENCE, N41°25'45"W, ALONG THE WESTERLY LINE OF SAID 1.7248 ACRES BEING THE EASTERLY LINE OF LOT 6 AND LOT 7 OF SAID BLOCK "0", PASSING AT A DISTANCE OF 140.00 FEET A 1/2 INCH IRON ROD FOUND IN THE SOUTHERLY LINE OF LOOMIS DRIVE (50' R.O.W.) BEING THE EASTERLY TERMINUS THEREOF, AND AGAIN PASSING AT A DISTANCE OF 180.00 FEET A 1/2 INCH IRON ROD FOUND IN THE NORTHERLY LINE OF LOOMIS DRIVE BEING THE SOUTHEASTERLY CORNER OF SAID LOT 14, BLOCK "0" OF SAID LAKE POINTE PHASE 1A, AND CONTINUING ALONG THE EASTERLY LINE OF LOT 14 BEING THE WESTERLY LINE OF SAID 1.7248 ACRES FOR A TOTAL DISTANCE OF 282.24 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT IN THE EASTERLY LINE OF SAID LOT 14 SAME BEING THE WESTERLY LINE OF SAID 1.7248 ACRES.

THENCE, N39°40'14"W, ALONG THE WESTERLY LINE OF SAID 1.7248 ACRES BEING THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 37.88 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE COMMON EASTERLY CORNER OF LOT 5 AND LOT 14, BLOCK "0" OF SAID LAKE POINTE PHASE 1B BEING IN THE WESTERLY LINE OF SAID 1.7248 ACRES AND THE NORTHWESTERLY CORNER HEREOF.

THENCE, N48°20'42"E, OVER AND ACROSS SAID 1.7248 ACRES, A DISTANCE OF 67.98 FEET TO A 1/2 INCH IRON ROD SET IN EASTERLY LINE OF SAID 1.7248 ACRES BEING THE COMMON WESTERLY CORNER OF LOT 6 AND LOT 13, BLOCK "0", LAKE POINTE PHASE 1A, A SUBDIVISION OF RECORD IN BOOK 95, PAGE 15, OF SAID PLAT RECORDS AND THE NORTHEASTERLY CORNER HEREOF.

THENCE, S41°35'54"E, ALONG THE WESTERLY LINE OF SAID LOT 13, PASSING AT A DISTANCE OF 130.00 FEET A 1/2 INCH IRON ROD SET IN THE NORTHERLY LINE OF LOOMIS DRIVE AT THE WESTERLY TERMINUS THEREOF, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 13, AND CONTINUING ALONG THE EASTERLY LINE OF SAID 1.7248 ACRES BEING THE WESTERLY LINE OF TULARE DRIVE AND AGAIN PASSING AT A DISTANCE OF 180.00 FEET A 1/2 INCH IRON ROD SET IN THE SOUTHERLY LINE OF LOOMIS DRIVE AT THE WESTERLY TERMINUS THEREOF AND BEING THE NORTHWESTERLY CORNER OF LOT 8, BLOCK "0" OF SAID LAKE POINTE PHASE 1A, AND AGAIN CONTINUING ALONG THE EASTERLY LINE OF SAID 1.7248 ACRES FOR A TOTAL DISTANCE OF 320.00 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WESTERLY LINE OF LOT 9 BLOCK "0" OF SAID LAKE POINTE 1A FOR THE SOUTHEASTERLY CORNER HEREOF.

THENCE, S48°15'57"W, OVER AND ACROSS SAID 1.7248 ACRES, A DISTANCE OF 70.09 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.511 ACRES (22,254 SQ. FT.), MORE OR LESS, WITHIN THESE METES AND BOUNDS.



FREDERICK SEIFERT SURVEY NO. 656

LINE TABLE

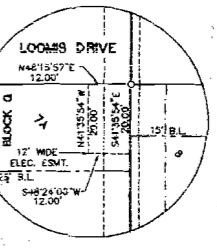
LINE	Bearing	Distance
L1	S48°15'57"W	69.53
L2	S48°15'57"W	69.87

AREA TABLE

LOT	BLOCK	AREA
13A	0	0.205 AC.
7A	0	0.265 AC.
R.O.W.	0	0.041 AC.
TOTAL 2 LOTS		0.511 ACRES

PROPOSED ROADWAYS

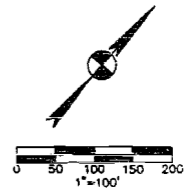
NAME	LENGTH
LOOMIS DRIVE	1 ± 70'



ELECTRIC EASEMENT DETAIL
(NOT TO SCALE)

- BENCHMARKS**
- TBM 1 COTTON SPINDLE IN THE PROJECTED SOUTHEASTERLY LINE OF LOOMIS DRIVE BETWEEN LOT 7, BLOCK "0" OF LAKE POINTE PHASE 1B AND LOT 8, BLOCK "0", OF LAKE POINTE PHASE 1A. (AS SHOWN) ELEV. = 873.91
 - TBM 2 COTTON SPINDLE IN THE PROJECTED SOUTHEASTERLY LINE OF TULARE DRIVE BETWEEN LOT 5, BLOCK "0" OF LAKE POINTE PHASE 1B AND LOT 6, BLOCK "0" OF LAKE POINTE PHASE 1A. (AS SHOWN) ELEV. = 877.92

- LEGEND**
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET
 - ⊙ IRON PIPE FOUND
 - C.F. 10' CONSERVATION EASEMENT
 - B.L. BUILDING SETBACK LINE
 - P.O.B. POINT OF BEGINNING

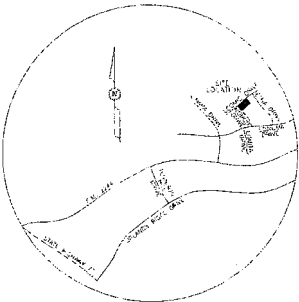


**LAKE POINTE
PHASE 1-E**

DATE: JANUARY, 1997
PREPARED BY:

Bury+Pittman, Inc.
Consulting Engineers and Surveyors
Austin, Texas Tel 512/338-0011 Fax 512/328-0825
© Copyright 1997 Bury+Pittman, Inc.

**REVISED PLAT OF LOT 6 AND 7, BLOCK "Q"
OF LAKE POINTE, PHASE 1B AND LOT 7A,
BLOCK "Q" OF LAKE POINTE, PHASE 1-E**



VICINITY MAP
NOT TO SCALE

**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

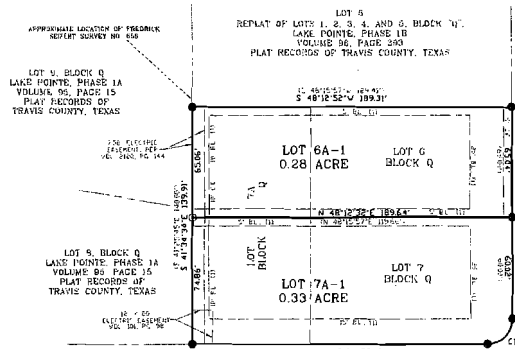
**IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD
DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY
LIMITS.**

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

**BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE
TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT
NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES
THAT ARE INCOMPATIBLE WITH A RESIDENTIAL
NEIGHBORHOOD.**

**THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.
TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON
SUBDIVISION PLATS. IT IS NOT A STATEMENT OR
REPRESENTATION OF THE OWNER OF THE PROPERTY, THE
SUBDIVIDER, OR THEIR REPRESENTATIVES.**

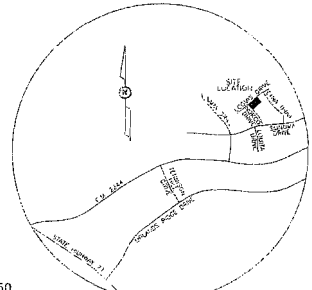
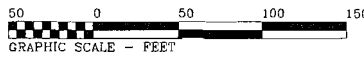
REVISED PLAT OF LOT 6 AND 7, BLOCK "Q" OF LAKE POINTE, PHASE 1B AND LOT 7A, BLOCK "Q" OF LAKE POINTE, PHASE 1-E



NORCO DRIVE
(50' R.O.W.)

SURVEYOR'S NOTES
() DENOTES RECORD INFORMATION
(1) VOLUME 12474, PAGE 183 B.R.I.C.T.

- LEGEND**
- IRON ROD FND.
 - 3/4" IRON ROD W/ PLASTIC CAP STAMPED "ALL POINTS SET"
 - BUILDING LINE
 - CONSERVATION EASEMENT
 - SUBS. EASEMENT
 - PUBLIC UTILITY EASEMENT



VICINITY MAP
NOT TO SCALE

Curve	Radius	Length	Chord	Chord Bearing
C1	15.00'	23.32'	21.38'	N 03°46'09" E
C2	14.00'	22.50'	21.27'	N 03°46'09" E

LOOMIS DRIVE
(50' R.O.W.)

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That We, David W. Brielzke and Belynda J. Brielzke, being the owners of Lot 6, Block Q Lake Pointe, Phase 1B according to the map or plat of record in Vol. 95, Pages 18-22 of the Plat Records of Travis County, Texas, said Lot 6 being conveyed to us by deed of record in Volume 13193, Page 2347 of the Real Property Records of Travis County, Texas and owners of Lot 7A, Block Q Lake Pointe, Phase 1E according to the map or plat of record in Vol. 101, Pages 98-99 of the Plat Records of Travis County, Texas, said Lot 7A being conveyed to us by deed of record under Document No. 2010130044 of the Official Public Records of Travis County, Texas, do hereby join in amending Lots 6 and 7, Block Q and and Lot 7A, Block "Q" as shown hereon and in accordance with the Texas Local Government Code Chapters 212 and 213, do adopt this plat as the amended plat to be known as "REVISED PLAT OF LOTS 6 AND 7, BLOCK "Q" OF LAKE POINTE, PHASE 1B AND LOT 7A, BLOCK "Q" OF LAKE POINTE, PHASE 1-E", and do dedicate to the public use of all streets and easements shown hereon, and that all restrictive covenants and restrictions from the previous subdivision apply to the amended plat.

David W. Brielzke
3005 Norco Drive
Austin, Texas 78738

Belynda J. Brielzke
3005 Norco Drive
Austin, Texas 78738

Before me, the undersigned authority on this day personally appeared David W. Brielzke and Belynda J. Brielzke, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed and in the capacities therein stated.
Given under my hand and seal of office, this _____ day of _____, 2011

Print Name _____
Notary in and for the State of Texas
My Commission expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That We, Joel S. Housson and Charlo B. Housson, being the owners of Lot 7, Block Q Lake Pointe, Phase 1B according to the map or plat of record in Vol. 95, Pages 18-22 of the Plat Records of Travis County, Texas, said Lot 7 being conveyed to us by deed of record in Document No. 2010016839 of the Official Public Records of Travis County, Texas, and Lot 7A, Block Q Lake Pointe, Phase 1E according to the map or plat of record in Vol. 101, Pages 98-99 of the Plat Records of Travis County, Texas, said Lot 7A being conveyed to us by deed of record under Document No. 2010130044 of the Official Public Records of Travis County, Texas, do hereby join in amending Lots 6 and 7, Block Q and and Lot 7A, Block "Q" as shown hereon and in accordance with the Texas Local Government Code Chapters 212 and 213, do adopt this plat as the amended plat to be known as "REVISED PLAT OF LOTS 6 AND 7, BLOCK "Q" OF LAKE POINTE, PHASE 1B AND LOT 7A, BLOCK "Q" OF LAKE POINTE, PHASE 1-E", and do dedicate to the public use of all streets and easements shown hereon, and that all restrictive covenants and restrictions from the previous subdivision apply to the amended plat.

Joel S. Housson
3001 Norco Drive
Austin, Texas 78738

Charlo B. Housson
3001 Norco Drive
Austin, Texas 78738

Before me, the undersigned authority on this day personally appeared Joel S. Housson and Charlo B. Housson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed and in the capacities therein stated.
Given under my hand and seal of office, this _____ day of _____, 2011

Print Name _____
Notary in and for the State of Texas
My Commission expires: _____

I hereby certify that this plat and subdivision which represents an actual survey made on the ground under my supervision and the existing boundary monumentation is true and correct to the best of my knowledge.

David Bell Registered Professional Land Surveyor No. 3954

NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN A F.E.M.A. 100-YR FLOODPLAIN AND IS DESIGNATED "ZONE X" PER F.E.M.A. FLOOD INSURANCE RATE MAP #4845300420H, DATED SEPT. 28, 2008



ALL POINTS SURVEYING
1714 FORTVIEW - SUITE 200
AUSTIN TX 78704
TELE: (512) 440-0071 - FAX: (512) 440-0199

NOTE:

ACKNOWLEDGMENT THAT IN APPROVING THIS PLAT BY THE CITY OF BEE CAVE, TEXAS IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION HERewith, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT. IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF BEE CAVE, TEXAS, AND SAID CITY OF BEE CAVE ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTIONS THEREWITH

THIS SUBDIVISION LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF BEE CAVE, TEXAS.

MAYORS CERTIFICATION:

I, CAROLINE MURPHY, MAYOR OF THE CITY OF BEE CAVE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF BEE CAVE AND IS HEREBY AUTHORIZED AND APPROVED BY THE CITY OF BEE CAVE FOR RECORDING IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

APPROVED AND AUTHORIZED FOR RECORD BY THE THE CITY OF BEE CAVE, TEXAS.

DATED THIS _____ DAY OF _____, 2011.

CAROLINE MURPHY, MAYOR

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that on the _____ day of _____, 2011, A.D., the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY,

THIS _____ DAY OF _____, 2011, A.D.

DANA DEBEAUVOIR, CLERK, COUNTY COURT
TRAVIS COUNTY, TEXAS

Deputy _____

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of writing and its certification of authentication was filed for record in my office on the _____ day of _____, 2011, A.D., at _____ o'clock _____ M., duly recorded on the _____ day of _____, 2011, A.D., at _____ o'clock _____ M., of said county and state in Document Number _____ Official Public Records of Travis County, Texas.

Witness my hand and seal of office this the _____ day of _____, 2011, A.D.

DANA DEBEAUVOIR, CLERK, COUNTY COURT
TRAVIS COUNTY, TEXAS

Deputy _____

Commissioners Court Resolution

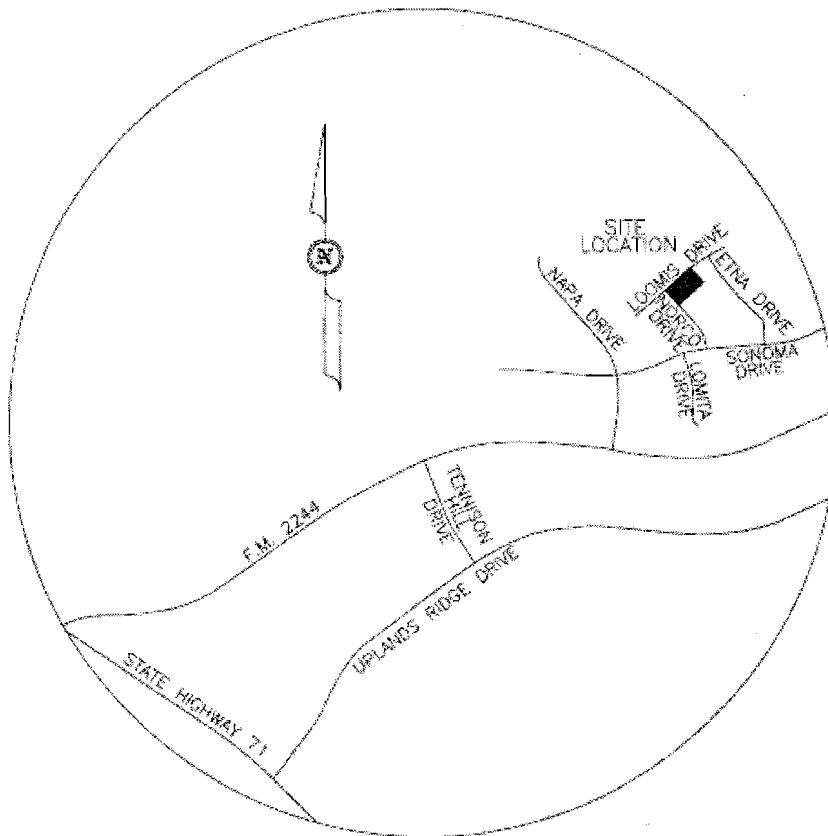
In approving this plat, the Commissioners' Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners' Court of Travis County, Texas.

The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "Improvements") to County Standards in order for the County to accept the public Improvements for maintenance or to release fiscal security posted to secure private Improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the Improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public Improvements have been accepted for maintenance by the County, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners' Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be a part of the developer's construction.

Job Reference No. 10809010
SCALE: 1"=50'

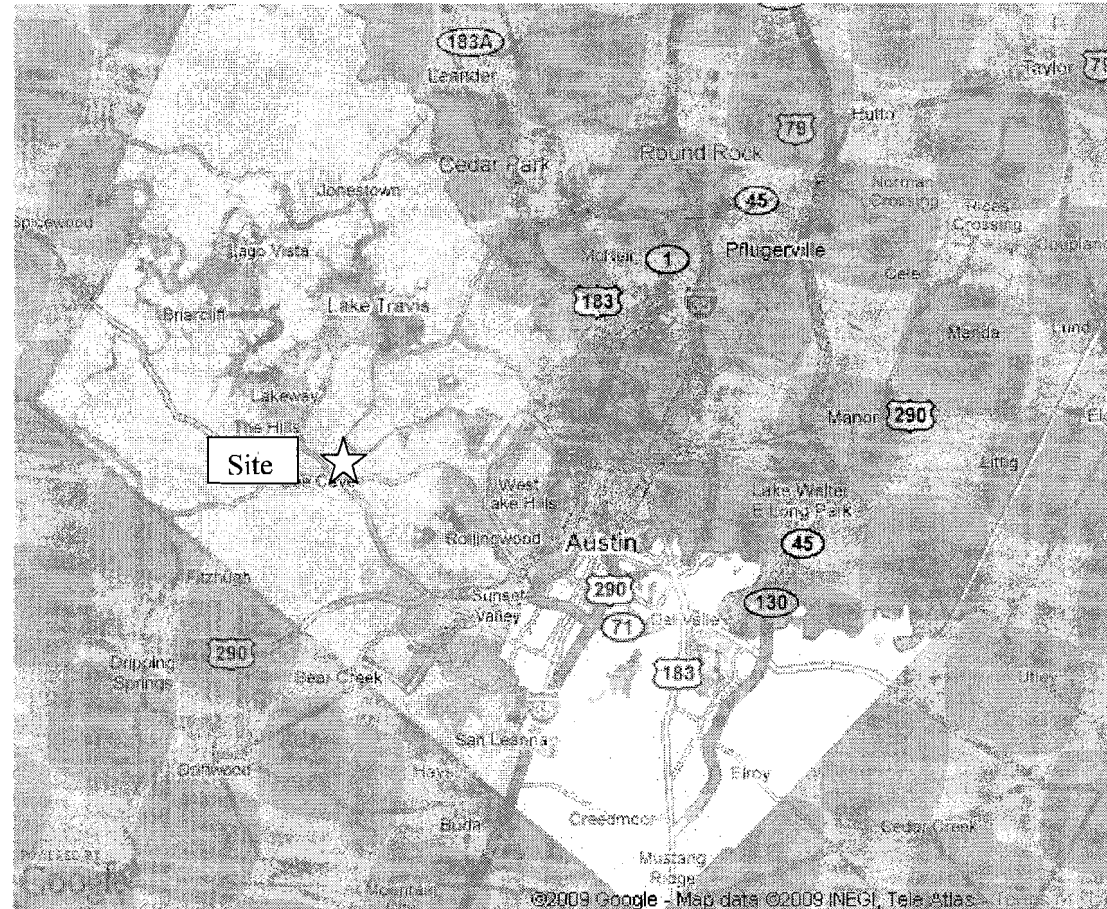
Location Map
Revised Plat Of Lots 6 And 7, Block Q Of Lake Pointe Phase 1B
And Lot 7a Block Q Of Lake Pointe Phase 1-E Subdivision



VICINITY MAP
NOT TO SCALE

Precinct Map

Revised Plat Of Lots 6 And 7, Block Q Of Lake Pointe Phase 1B And Lot 7a Block Q Of Lake Pointe Phase 1-E Subdivision





Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Robert Resnick, County Clerk's Office, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of May 3, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

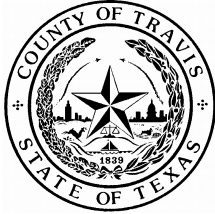
Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

County Clerk's Office	Susan Bell	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, May 3, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on May 3, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions March 29 and April 5, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Robert Resnick, County Clerk's Office, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Travis County Bee Cave Road District No. 1 Minutes for the Voting Session April 12, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

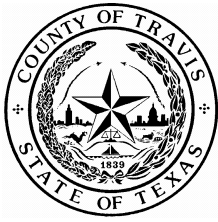
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

County Clerk's Office	Susan Bell	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, April 12, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on April 12, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Absent
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Make the investments in Item 1.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Sarah Eckhardt

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/17/2011, 9:00 AM, Voting Session
Prepared By: Robert Resnick, County Clerk's Office, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Travis County Bee Cave Road District No. 1 Minutes for the Voting Session of May 3, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

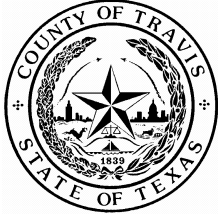
Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

County Clerk's Office	Susan Bell	Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, May 3, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on May 3, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve the Travis County Bee Cave Road District No. 1 Minutes for the Voting Session of March 29, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge

TC Housing Fin. Item 1

Agenda Item No. _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION AGENDA REQUEST

Work Session _____ Voting Session May 17, 2011 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to change individuals authorized to access the Texas Department of Housing and Community Affairs' Contract System for three HOME Contracts.

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

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

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 17, 2011
TO: Board of Directors
FROM: Andrea Shields, Manager *Andrea Shields*
SUBJECT: Tenant Based Rental Assistance ("TBRA") and Neighborhood Stabilization Program ("NSP")

Summary and Background Information:

The purpose of this agenda item is to add Andrea Shields and delete Mike Gonzalez and Mary Mayes (TBRA only) as Contract Administrators for the three active grants with the Texas Department of Housing and Community Affairs ("TDHCA").

Ms. Shields was recently hired as Corporation Administrator. Mr. Gonzalez resigned employment at Travis County in April. Ms. Mayes resigned last August.

Approval of the request allows Ms. Shields to access TDHCA's contract system to approve projects and enter necessary data into the system.

cc: Rodney Rhoades, County Executive, Planning and Budget
Leroy Nellis, Budget Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Contract System Access Request Form



Administrator Name: Travis County Housing Finance Corporation	Administrator Phone Number: 512-854-4743
Physical Address (street, city, zip): 314 W. 11 th Street, Room 540, Austin, Texas 78701	
Mailing Address: P.O. Box 1748, Austin, Texas 78767-1748	Email: harvey.davis@co.travis.tx.us
HOME Contract Number: 10001327	Administrator Tax ID #: 74-2251757
Administrator's Fiscal Year Begins: October 1 st .	Administrator's Fiscal Year Ends: Sept. 30th

Contract Execution

Individual authorized to execute a contract on behalf of Contract Administrator.
Also has authority to enter and approve project set-ups and draw requests.

Name: Samuel T. Biscoe	Title: President
Phone: 512-854-9555	Fax: 512-854-9535
	Email: sam.biscoe@co.travis.tx.us

I certify that all individuals identified in this document are authorized to perform the functions as specified.

Signature of Authorized Administrator Representative _____

Date _____

Certifying Officer for Environmental Clearance

Individual responsible for ensuring completion of required Environmental Clearance procedures.
(Must have legal authority to represent Contract Administrator in a Court of Law.)

Name:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Data Entry and Approval Authorizations

Individuals authorized to enter and approve project set-ups or draw requests.

Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.

Name 1: Andrea Shields	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Corporation Administrator
Phone: 512-854-9116	Fax: 512-854-4210	Email: andrea.shields@co.travis.tx.us
Signature:		Date:
Name 2: Miguel Gonzalez	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	Title: : Sr. Financial Analyst
Phone 512-854-4399	Fax: 512-854-4210	Email: miguel.gonzalez@co.travis.tx.us
Signature:		Date:
Name 3:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Consultant Information and Authorization

Note: Consultants may enter data into TDHCA Contract System, but may NOT approve either set-ups or draw requests.

Organization Name and Address:		
Phone:	Fax:	Email:
Individual Authorized to Perform Data Entry:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Consultant Signature:		Date:

WARNING: TITLE 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Contract System Access Request Form



Administrator Name: Travis County Housing Finance Corporation	Administrator Phone Number: 512-854-4743
Physical Address (street, city, zip): 314 W. 11 th Street, Room 540, Austin, Texas 78701	
Mailing Address: P.O. Box 1748, Austin, Texas 78767-1748	Email: harvey.davis@co.travis.tx.us
HOME Contract Number: 10001101	Administrator Tax ID #: 74-2251757
Administrator's Fiscal Year Begins: October 1 st .	Administrator's Fiscal Year Ends: Sept. 30th

Contract Execution

Individual authorized to execute a contract on behalf of Contract Administrator.
Also has authority to enter and approve project set-ups and draw requests.

Name: Samuel T. Biscoe	Title: President
Phone: 512-854-9555	Fax: 512-854-9535
	Email: sam.biscoe@co.travis.tx.us

I certify that all individuals identified in this document are authorized to perform the functions as specified.

Signature of Authorized Administrator Representative _____ Date _____

Certifying Officer for Environmental Clearance

Individual responsible for ensuring completion of required Environmental Clearance procedures.
(Must have legal authority to represent Contract Administrator in a Court of Law.)

Name:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Data Entry and Approval Authorizations

Individuals authorized to enter and approve project set-ups or draw requests.

Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.

Name 1: Andrea Shields	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Corporation Administrator
Phone: 512-854-9116	Fax: 512-854-4210	Email: andrea.shields@co.travis.tx.us
Signature:		Date:
Name 2: Miguel Gonzalez	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	Title: : Sr. Financial Analyst
Phone 512-854-4399	Fax: 512-854-4210	Email: miguel.gonzalez@co.travis.tx.us
Signature:		Date:
Name 3: Mary Mayes	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	Title: Investment Manager
Phone: 512-854-9025	Fax:	Email: mary.mayes@co.travis.tx.us
Signature:		Date:

Consultant Information and Authorization

Note: Consultants may enter data into TDHCA Contract System, but may NOT approve either set-ups or draw requests.

Organization Name and Address:		
Phone:	Fax:	Email:
Individual Authorized to Perform Data Entry:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Consultant Signature:		Date:

WARNING: TITLE 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
Contract System Access Request Form



Administrator Name: Travis County Housing Finance Corporation	Administrator Phone Number: 512-854-4399
Physical Address (street, city, zip): 314 W. 11 th Street, Room 540, Austin, Texas 78701	
Mailing Address: P.O. Box 1748, Austin, Texas 78767-1748	Email: andrea.shields@co.travis.tx.us
NSP Contract Number: 77090000157	Administrator Tax ID #: 74-2251757
Administrator's Fiscal Year Begins: October 1 st .	Administrator's Fiscal Year Ends: Sept. 30th

Contract Execution

Individual authorized to execute a contract on behalf of Contract Administrator.

Also has authority to enter and approve project set-ups and draw requests.

Name: Samuel T. Biscoe	Title: President
Phone: 512-854-9555	Fax: 512-854-9535
	Email: sam.biscoe@co.travis.tx.us

I certify that all individuals identified in this document are authorized to perform the functions as specified.

Signature of Authorized Administrator Representative _____ Date _____

Certifying Officer for Environmental Clearance

Individual responsible for ensuring completion of required Environmental Clearance procedures.

(Must have legal authority to represent Contract Administrator in a Court of Law.)

Name:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Data Entry and Approval Authorizations

Individuals authorized to enter and approve project set-ups or draw requests.

Note: An individual who enters an activity set-up or draw request cannot be the same individual who approves that transaction.

Name 1: Andrea Shields	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	Title: Corporation Administrator
Phone: 512-854-9116	Fax: 512-854-4210	Email: andrea.shields@co.travis.tx.us
Signature:		Date:
Name 2: Miguel Gonzalez	Add <input type="checkbox"/> X Remove	Title: Sr. Financial Analyst
Phone:	Fax: 512-854-4210	Email:
Signature:		Date:
Name 3:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Phone:	Fax:	Email:
Signature:		Date:

Consultant Information and Authorization

Note: Consultants may enter data into TDHCA Contract System, but may NOT approve either set-ups or draw requests.

Organization Name and Address:		
Phone:	Fax:	Email:
Individual Authorized to Perform Data Entry:	<input type="checkbox"/> Add <input type="checkbox"/> Remove	Title:
Consultant Signature:		Date:

WARNING: TITLE 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

TC Housing Fin Item 2

Agenda Item No. _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION AGENDA REQUEST

Work Session _____ Voting Session May 17, 2011 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve payment of \$850.00 for annual membership in National Association of Local Housing Finance Agencies.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 17, 2011
TO: Board of Directors
FROM: Andrea Shields, Manager *Andrea Shields*
SUBJECT: Membership - National Association of Local Housing Finance Agencies (NALHFA)

Proposed Motion:

To approve payment of \$850.00 for annual membership of Travis County Housing Finance Corporation in NALHFA.

Staff Recommendation:

Staff recommends approval of the motion.

Summary and Background Information:

NALHFA is the national trade organization for professionals working to finance affordable housing in the broader community development context at the local level. As a non-profit association, NALHFA is an advocate before Congress and federal agencies on legislative and regulatory issues affecting affordable housing and provides technical assistance and educational opportunities to its members and the public. Members are city and county agencies, non-profits, and private firms, such as underwriters, consultants, financial advisors, bond counsels, and rating agencies, which help in producing housing from concept to completion.

The resources (newsletters, membership directory, national conferences, etc.) offered by NALHFA are well worth the membership dues. The upcoming national conference in May 2011 will be in San Francisco.

Reasons TCHFC will benefit from a membership in NALHFA are:

Education:

NALHFA holds two conferences each year that offer a full agenda of educational sessions, a bus tour of the host city's affordable housing, two receptions perfect for networking, and keynote addresses delivered by national figures. These conferences offer an ideal speaking opportunity for those interested in leading or joining a session dealing with the latest affordable housing techniques. In addition, NALHFA offers specialized sessions and training seminars and webinars on topical issues several times a year. All of

these things would be very beneficial to the Housing Finance Corporation in learning how we can improve our current operations by interacting with other agencies around the country.

Being new to Travis County and the Housing Finance Corporation, I feel it would be very beneficial to have these networking opportunities early on. It would give us a chance to learn first-hand what other HFCs around the country are doing and how they are doing it, as well as allow face-to-face interaction with players in the industry who might be able to be of service to the HFC in the future. Further, from a business development perspective, it would give Travis County HFC exposure on a national scale and open the corporation up to new business possibilities.

Representation:

NALHFA is the leading local government advocate influencing the shape and content of congressional legislation and agency regulations affecting affordable housing finance. This is especially important in the current political environment.

Technical Assistance:

A phone call or e-mail to NALHFA headquarters puts you in touch with staff qualified to respond to your technical questions. Also, NALHFA coordinates several workshops each year that offer up-to-date technical training. NALHFA connects you with experts in the field and assists you in clarifying confusing regulatory and legislative issues.

cc: Rhodney Rhoades, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Harvey Davis, Corporations Administrator

2011 Dues Invoice



2025 M Street, NW, Suite 800
Washington, DC 20036-3309
Phone (202) 367-1197
Fax (202) 367-2197
website: www.nalhfa.org

Invoice Date: 5/9/11

Bill To:

Travis County Housing Finance Corporation
314 W. 11th Street, Room 540
Austin, TX 78701

Remit Payment To:

NALHFA
Lock Box Department 3052
Washington, DC 20042-3052

Membership Type:

Amount Due:

Entitlement: Under 100,000

BALANCE
\$850.00

THANK YOU FOR YOUR SUPPORT OF NALHFA

NALHFA is a section 501(c)(6) nonprofit organization. As such, contributions or gifts to this organization are not deductible as charitable contributions for Federal income tax purposes. In general, payments of membership dues are deductible for most members of a trade association under Section 162 of the Internal Revenue Code as ordinary and necessary business expenses; however, pursuant to Section 162(e) (1) of the Code, no deduction shall be allowed for any amount paid in connection with influencing legislation. Accordingly, NALHFA estimates that 50% of your dues payment is non-deductible because it supports NALHFA's lobbying activities.

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Andrea Shields
Travis County Housing Finance Corporation
314 W. 11th Street, Room 540
Austin, TX 78701

Invoice Date: 5/9/11

Amount Due: \$850.00

Method of Payment: Check made payable to NALHFA in USD. VISA Mastercard
Credit Card _____ Expiration _____
Name on Credit Card: _____
Signature: _____

SEND PAYMENT TO:

NALHFA
LOCK BOX DEPARTMENT 3052
WASHINGTON, DC 20042-3052